

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PASADENA
AND THE
PASADENA POLICE OFFICERS ASSOCIATION

April 25, 2006 through April 24, 2009

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**Memorandum of Understanding
and Agreement
April 25, 2006 through April 24, 2009
between
City of Pasadena
and
PASADENA POLICE OFFICERS ASSOCIATION**

Preamble

- A. The PPOA, a recognized employee organization, and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- B. It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All present written rules and present established practices and employee rights, privileges and benefits that are subject to Meet and Confer shall remain in full force and effect unless specifically altered by the provisions of this Memorandum of Understanding.
- C. It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.

I. Recognition

- A. 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 Labor Relations Resolution No. 555, the City acknowledges the PPOA as the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in certain specified classifications in Exhibit I or as appropriately modified in accordance with the Employer-Employee Resolution. All other classes not specifically listed are excluded from representation by PPOA.

II. Term of Memorandum

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this Memorandum shall become effective on April 25, 2006. This Memorandum shall remain in effect through April 24, 2009. Further, the provisions of this Memorandum shall remain in effect while the parties are meeting and conferring on a successor Memorandum of Understanding.

- B. This Memorandum shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

III. Scope

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this Memorandum nothing in this Memorandum 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) determine the procedures and standards of selection for employment and promotion; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) exercise complete control and discretion over its organization and the technology of performing its work.
- C. The practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment shall be subject to the grievance procedures.
- D. It is further agreed that the designated Association officers and stewards shall be permitted to engage in contract disputes during the life of the Agreement, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories.
 - 1. Discuss with an employee a grievance or complaint;
 - 2. 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;

3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
5. Prepare for scheduled meetings mutually agreed to by the City and the Association for conferral or other purposes.

Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated officers and other representatives will be allowed 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 Association officer or representative is representing an employee, he/she will request the permission of the immediate supervisor in reasonable 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 the duty station, the officer or representative will notify the supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will advise the Association officer or steward the reason why he/she cannot do so and the time when the employee will be available.

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

E. Association Representatives

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

The Association endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the association will promptly notify the department head and the Human Resources Department of the change.

F. Bulletin Boards

Space shall be provided on City bulletin boards at their present locations for posting of notices and bulletins of the following types:

1. Notices of recreational, social affairs, and related business news;
2. Notices of elections; provided that this shall not include campaign material;
3. Notices of appointments and results of elections;
4. Notices of meetings;
5. Constitution, by-laws, and proposed amendments thereto;
6. Such other notices as may be mutually agreed upon.

All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Association. 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.

In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Police Chief at the time of their posting. Any false or misleading statement posted is cause for loss of use of notification procedures on City property. In the event objectionable material is posted, the City representative will so inform the Association, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

The Association 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 Association whenever the City removes such bulletin boards.

IV. Non-discrimination

- A. The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, medical condition, physical handicap, national origin, physical or mental handicap, sexual orientation, pregnancy, or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.
- B. All references to employees in this Memorandum designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.
- C. Consistent with Section 3502 of the California Government Code, the parties adhere to the State law which provides that:

Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Public Agency. The City and the Association agree not to interfere with this aforesaid right.

- D. Employees may withdraw, revoke or cancel association membership upon written notification to the Human Resources Department during the months of April and October of any year.

V. No Strike

- A. The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services, therefore, for the duration of this Memorandum the parties agree not to conduct strike or lockout activities.
- B. Under no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit- down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

VI. 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.

VII. Savings Clause

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

VIII. Impasse

In lieu of any concerted action by the Association or its members, either party may request the assistance of the State Conciliation Service in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse.

The fees and expenses, if any, of mediators or any other impasses procedures shall be payable one-half by the City and one-half by the Association.

IX. Successor Agreement

It is the intent of the City and PPOA to commence negotiations for a successor Agreement approximately 60 days prior to the expiration of this Memorandum of Understanding, or at the earliest mutually convenient date.

Section B

Direct Wage Payments

I. Pay for Time Worked

- A. Classification Step Schedule (See Exhibit I for actual salary steps).
 - 1. Effective May 1, 2006 there shall be an increase of 4% for each step of the salary schedule for the classification of Police Officer and Police Corporal.
 - 2. Effective April 30, 2007, there shall be an additional 4% increase for each step of the salary schedule for the classifications of Police Officer and Police Corporal.
 - 3. Effective April 28, 2008, there shall be an additional 4% increase for each step of the salary schedule for the classifications of Police Officer and Police Corporal.

- B. Retirement Contribution
 - 1. The City shall contribute 9% of the employee's cost towards retirement for those employees who are members of the Fire and Police Retirement System of the City of Pasadena, or who have been members of the PERS 2% at 50 System since May 15, 1983. The City shall contribute 7% of the employee's cost towards retirement for those employees who are members of the PERS 2% at 55 System.
 - 2. Upon conversion from the 2% at 55 system to the 2% at 50 system, as specified in Section C, Item III of this Agreement, the employee contribution rate will increase from 7% to 9% of compensation. For those employees who are converted to the 2% at 50 system, and for all new employees, effective October 7, 1991, the City shall pick up an additional 1%, for a total of 8%, of the employee's cost towards retirement. Effective September 6, 1993, the City shall pick up the entire 9% of the employee's cost towards retirement.
 - 3. All such City contributions made under this section shall be deemed to be member contributions under the Public Employees Retirement System (PERS) and within the meaning of Article XV, Section 1509.5 of the Pasadena City Charter, (the Fire and Police Retirement System), and shall be recoverable by the member as such.

C. Court Appearance Pay

Employees classified as Police Officer or Police Corporal who, on a scheduled time off, are required to be present in court in connection with the performance of their duties shall receive three (3) hours minimum compensation at the appropriate rate. In the event such person is required to be present during both the morning and afternoon sessions of the court on the same day, such person shall receive a minimum of six (6) hours minimum compensation at the appropriate rate. Employees whose shifts are extended to include court appearance time will not receive the above-referenced minimums, but will be paid for extension of their shift at the appropriate rate.

Employees classified as above whose shifts are extended to include a court appearance shall be paid at the appropriate overtime rate.

For out of City court, the employee shall receive one (1) hour travel time at the time-and-one-half rate, which is in addition to the compensation for court appearance.

D. Hours of Work and Overtime

Work schedules are defined as an employee's regularly assigned hours of the day and days per week. The Department currently operates a variety of work schedules including 5-8, 3-12, 4-10 and 9-80.

- 1a. Employees assigned to the 5-8 schedule shall work days in the standard work week. Each day, from the time an employee reports for work to the conclusion of his/her regular work shift, eight and one half (8 1/2) consecutive hours shall have elapsed; eight hours of which are work time, and one-half of which shall be made available as a non-paid meal period. Meal periods shall be in accordance with administrative guidelines. When it is not possible to make available a one-half hour non-paid meal period, the employee shall receive the time and one-half rate for the one-half hour meal period.
- 1b. Employees assigned to the 3-12 schedule shall work twelve and one half (12 1/2) hour shifts. When the work load permits, up to one half hour of the work shift shall be available as a paid meal period. In addition, each employee shall work one ten (10) hour shift of which one half hour may be made available as a paid meal period each twenty eight (28) day cycle.
- 1c. The 9-80 work schedules shall consist of eight (8) nine (9) hour work days and one eight (8) hour work day within a fourteen (14) calendar payroll period (except mutually agreed to variations). The work day hours include a 30 minute non-paid meal period.

- 1d. Employees assigned to a 4-10 schedule shall work ten (10) hour shifts, which includes a one half hour meal period.
- 1e. Prior to changing the basic work schedule for any employee or group of employees (i.e. 5-8, 3-12, 4-10, 9-80, etc.) the City shall notify, and upon request, meet and confer with the Association.
- 2a. Overtime shall be paid to individuals in the Officers and Police Corporal classifications as follows:

All authorized actual time worked over 40 hours on regular days off and on holiday shall be compensated by pay, or leave of absence with pay, at the rate of time and one-half, at the option of the employee. Employees may accrue up to a maximum of 120 hours of compensatory time off. In addition, overtime rules for alternative schedules, in addition to the above, shall be as follows:
- 2b. 3-12 Schedule

The 3-12 schedules all time worked in excess of the scheduled ten (10) or twelve and one half (12 1/2) hour shift shall be paid at the time and one half rate.
- 2c. 4-10 Schedule

All hours worked in excess of the scheduled ten (10) hour shift will be paid at the time and one half rate.
- 2d. 9-80 Schedule

All hours worked in excess of the scheduled nine and one half (or eight and one half) hour work shift will be paid at the time and one half rate.
3. Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.
4. When management/supervisor requires a Police Officer or Corporal to return to duty following the end of his/her regular work shift or on his/her day off, the employee shall receive time and one-half of his/her regular rate of pay from the time the employee receives the calls to return to duty until the duties associated with the return to duty have been completed.

E. Special Assignment Pay

1. Employees classified as Police Officer or Police Corporal shall receive \$250 per month additional compensation when assigned to motorcycle duty.
2. Effective on the first pay period following the City Council's adoption of this Memorandum of Understanding, employees classified as Police Officer or Police Corporal who are assigned to helicopter pilot duty shall receive \$650 additional compensation per month.
3. Employees classified as Police Officer who are assigned to helicopter observer duty shall receive \$250 additional compensation per month.
4. Persons classified as Police Corporal or Police Officer when assigned to field training officer duties on a coach-pupil basis, shall receive \$300 per month additional compensation. Selection for such assignment shall be in accordance with current department policy on Recruit Officer Training.
5. Effective April 30, 2007, employees classified as Police Officer or Police Corporal shall receive not less than one and one half times the top step hourly rate for Police Corporal, to a maximum of \$60 ~~55~~ per hour, when assigned to work a movie detail.

Effective April 28, 2008, employees classified as Police Officer or Police Corporal shall receive not less than one and one half times the top step hourly rate for Police Corporal, to a maximum of \$63 per hour, when assigned to work a movie detail.

6. Employees classified as Police Officer or Police Corporal who report for extra duty at a Rose Bowl event shall receive time and one-half of top step of their classifications for all hours worked. If the Officer or Corporal is released from duty prior to completion of four hours work, he/she shall receive pay at the time and one half rate for the remaining hours up to four hours. If the event/employee is canceled with less than 24 hours notice, the employee, if scheduled to work, shall receive a four hour minimum at the straight time rate.
7. Employees classified as Police Officer or Police Corporal who are assigned to the Special Enforcement Section (SES) shall receive \$150 additional compensation per month. Employees assigned hereunder who are also qualified for Critical Incident Response Team – Tactical Unit shall receive an additional \$100 per month for a total of \$250 additional compensation per month.
8. The additional compensation under this section shall not constitute regular compensation within the meaning of the overtime provisions, except as required under the Fair Labor Standards Act regulations.

F. Outside Pay

The Department will not normally authorize or assign a 3-12 scheduled employee to an outside job that does not terminate at least six (6) hours prior to the start of that employees 3-12 shift.

G. Range Pay

Employees required to fulfill department specified range and classroom training obligations outside of normal work hours shall be compensated at the time and one half rate with a two hour minimum.

H. Bilingual Pay

Employees who volunteer to perform as bilingual communicators on a regular and recurring basis shall receive additional compensation of \$140 per month. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test.

Employees assigned to the following units who regularly act as bilingual communicators shall be eligible for the additional compensation: Patrol, Traffic, Detectives, Vice/Narcotics, Community Relations, Crime Prevention, Neighborhood Crime Task Force, Youth Services and Jail. Employees who are assigned to the Helicopters, Internal Affairs, and Support Services units normally will not be eligible for the additional compensation due to the infrequency of being called upon to act as a bilingual communicator.

Qualified bilingual communicators of the English and Spanish language shall initially be eligible for the bilingual compensation. Other languages may be added as the need arises.

Employees who do not volunteer as bilingual communicators and thus are not on the published communicators list will not normally be required to perform in this capacity except in emergency situations.

I. K-9 Pay

In addition to any other compensation to which they are entitled, employees assigned as dog handlers in the K-9 unit shall receive an additional two (2) hours per week, at the time and one-half rate, for off duty care of their dog.

The City shall also provide or pay for the following:

1. Dog run at home

2. All necessary or required equipment for the dog and employee
3. All veterinary expenses
4. All food
5. Assigned take home vehicle
6. Portable radio with charger for home

This program shall be operated in accordance with the Department's policy.

J. Standby/On Call Pay

Employees shall be available, as designated by a written schedule approved by the Chief of Police, or his/her designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for standby compensation shall be made only when an employee has been assigned to standby. Standby assignments shall be made on a weekly basis. Assignments for less than one (1) week shall be compensated at one (1) hour per day.

Employees shall be compensated with seven (7) hours of compensatory time off for each week of standby duty. Standby duty requires that the officer:

1. Be ready to respond immediately to calls for service;
2. Be reachable by telephone, pager or vehicle radio;
3. Be enroute as soon as possible, but no longer than thirty (30) minutes after receiving call.
4. Refrain from intoxicants or other activities which might impair the ability of the officer to perform the assigned duties.

"Standby/On-Call" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response time/distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.

When a member is off-duty and is contacted by telephone/pager by the supervisor/department because of the member's official duties, for purposes other than call-out, the member will be compensated in accordance with MOU language. Compensation will be for time actually worked, and excludes minimum call back payments when employees are not physically called back to work.

II. Pay for Time Not Worked

A. Vacation

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 may allow accumulation of more than one vacation period.

1. Vacation period and Carry-over

- (a) No vacation shall exceed two (2) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than one (1) vacation period. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. Upon written request to, and upon receipt of written approval from the department head, an employee may be permitted to carry over one (1) additional vacation period for a maximum of three (3) vacation periods to be used during a specified calendar year. Such additional vacation period shall be used during the calendar year for which it was requested. No employee shall accrue more than (3) vacation periods. If, at the end of a calendar year, any portion of a third carried-over vacation period remains in an employee's vacation account, that employee shall not accrue any additional vacation time until the accumulated time falls below two (2) vacation periods.
- (b) On January 1 of each year, the provided vacation carried over by each employee, plus his/her current year's provided vacation allowance, shall be credited to the employee, based upon the schedule set forth in Subsection (3) of this section. At any time during said calendar year the employee may use said credited vacation, provided, however, all vacation shall be taken at such times as shall be approved by the head of the department in which such employee works.
- (c) Employees shall be allowed to cash out up to hours fifty (50) hours of vacation time per year.

2. Termination

- (a) Upon termination of employment the City shall deduct from final compensation any vacation time taken in excess of the amount provided under these provisions.

(b) Unused Vacation

Any employee who terminates shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

3. Vacation-Schedule of Benefits

(a) Up to 5 years

Every regular full-time employee shall be provided prorata vacation time for each month or major fraction thereof of actual service but not more than the number of hours for each six months of such service nor the number of hours in any calendar year shown in the following schedule:

<u>Maximum Hours Vacation</u>		
<u>Working Schedule</u>		
<u>(Hours per Week)</u>	<u>Per 6 Mos.</u>	<u>Per Year</u>
40	40	80

(b) 5 years or more

Upon completion of five years of continuous service, each employee shall be provided 120 hours vacation, with additional hours of vacation provided in accordance with the following schedule:

<u>Upon completion of</u>	<u>No. of additional hours</u>
11 years continuous service	8
12 years continuous service	16
13 years continuous service	24
14 years continuous service	32
15 years continuous service	40

The maximum number of vacation hours shall be 160.

4. Regular employees working on a part time basis less than 40 hours per week but more than 20 hours per week for 6 months or more, shall be allowed that proportionate share of vacation allowed 40-hour employees as their actual time worked bears to 40-hours per week.

B. Holidays

1. The following days shall be observed as holidays:

January 1; the third Monday in January; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11; the fourth Thursday in November; the day following the fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, thanksgiving or holiday.

2. In addition to the above nine (9) stated holidays, three days (two for continuous shift employees) of floating holiday time shall be provided to each employee to be taken at his/her option subject to operational considerations.

For continuous shift employees who do not observe holidays, September 9th shall be observed as a holiday for compensation purposes.

3. With the exception of the three (or two) floating holidays, if any of the foregoing holidays falls upon a Saturday, the preceding Friday is the holiday in lieu thereof. If any of the foregoing holidays falls upon Sunday, the Monday following is the holiday in lieu thereof. "Holiday" for the purposes set forth herein for continuous shift employees of the Pasadena Police Department shall be defined as the actual holiday as defined in Section B.1. above, irrespective of when non-continuous shift employees in the Police Department or other departments of the City working other schedules, celebrate said holiday.

4. Notwithstanding the above, continuous shift employees of the Police Department whose work shift overlaps a holiday shall be paid for hours worked on the holiday as follows:

- a. Continuous shift employees whose work schedules require them to work past midnight shall be paid time and one-half for the full shift of any shift which begins on a holiday regardless of when the work shift ends.

- b. Continuous shift employees whose work shift does not begin on a holiday but ends past midnight into the holiday shall be paid at the straight time rate for hours worked on the actual holiday.

5. Continuous shift employees in the Police Department scheduled to work a 9/80 work schedule shall be allowed a paid leave of absence of 9 hours on each holiday that falls on a 9-hour work day, and 8 hours of paid leave for all other holidays (for employees on a 4/10 work schedule 10 hours of paid leave for each holiday falling on a 10-hour work day, for employees

on a 3/12 work schedule 12 hours of paid leave for each holiday falling on a 12-hour work day, and 8 hours of paid leave for all other holidays).

In the event any such person's working schedule, in the opinion of the head of the department, will not permit such leave of absence such person shall receive time and one-half for hours worked on such holiday, in addition to 8 hour pay (or 9 hours for individuals on a 9/80 schedule, 10 hours pay for individuals on a 4/10 schedule, and 12 ½ hours pay for individuals on a 3/12 schedule) at their straight time rate.

C. Sick Leave

The Sick Leave provision shall apply under the following circumstances:

- Non-industrial personal illness or injury to the employee.
- Attendance to an immediate member of the family who is seriously ill and requires the employee's presence

1. Definition

Personal illness shall be defined as the necessary absence from duty of an employee because of non-industrial illness or injury. Absence authorized for medical or dental examinations shall also be chargeable to personal illness.

2. Procedure for Application

- (a) Every employee who is unable to report to work at his/her usual time shall either call and speak with, or have someone call and speak with their respective supervisor, the on-duty supervisor or their supervisor's designee, preceding the time he/she is scheduled to report for work to explain his/her absence.

For those employees working a continuous shift this call shall be made, whenever possible, 90 minutes prior to the scheduled reporting time.

Employees shall also provide to the telephone number where the employee may be contacted directly, during the employee's regular scheduled hours of work.

- (b) Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, and may require at their discretion proper verification of illness.

- (c) An eligible employee, who, while on vacation, has suffered a serious disability in excess of three days due to injury or illness requiring professional medical treatment, and who has been confined to bed or seriously restricted in mobility by their attending physician, may request, subject to departmental approval and proper verification, that their available sick leave credit be used in substitution for scheduled vacation. In order to receive this benefit, the employee shall:
- i. Notify their department head immediately of any serious disability or confinement and not wait for their return to duty.
 - ii. The department head shall make a preliminary determination or investigation based on available information.
 - iii. If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send to the employee an "application for payment of wages during absence" form, so the necessary medical report and physician's signature may be obtained before the final decision is made. In lieu of the doctor's signature on the "application for payment of wages during absence," a statement from the doctor on letterhead as to the time, treatment, and extent of disability may be used and attached to the above-mentioned form on the employee's return.
 - iv. If the department head approves and endorses the request, he/she shall send all appropriate information with the form, "application for payment of wages during absence" to the Human Resources Department.

3. Sick Leave Provisions

- (a) Employees shall be eligible for regular compensation for illness or injury not arising out of and in the course of their employment in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Maximum Compensation</u>
Up to 60 months	56 hours per year
61 months or more	80 hours per year

Sick leave shall be accrued on a monthly basis.

Medical or dental examinations which cannot be scheduled outside of normal working hours shall constitute occasional illness. In addition, injury to or illness of a member of an employee's immediate family which requires the employee to be absent from work, shall also constitute personal illness for the purpose of this subsection provided that such absence shall not exceed four (4) regular working days per occurrence. The Police Chief may approve additional days if deemed appropriate. Immediate family means spouse, child, parent, brother or sister, or parent of spouse.

- (b) In the event an employee does not use the maximum days allowed during a calendar year, the unused portion shall be credited to the employee for future use. Such accumulation shall not exceed 960 hours.
- (c) Employees may utilize no more than one half (1/2) of their sick leave per year for the care of a sick or injured immediate family member.
- (d) On January 1 of each year, the sick leave accumulated from the schedule in paragraph "3a" above, plus the current year's sick leave allowance, shall be credited to the employee.
- (e) Persons employed on January 1, 1980, were credited with a number of sick days equal to the number of "Extended Days" and the number of Reserve Days accumulated under a previous sick leave plan, to be used as a long-term illness reserve that may be used apart from the sick leave allowance, paragraphs 3(a) (b) (c). Such reserve sick leave shall be used only in increments of 10 days or more, and satisfactory evidence of the illness or injury must be presented before those benefits shall apply. Once the reserve sick leave is used or depleted, it shall not be replaced. The reserve sick leave shall only be used at the request of the employee.

D. Long Term Disability

The City will provide a long term disability plan that will provide for disability payments to employees under, at least, the following basic provisions:

- i. Disability payments will commence on the 61st calendar day of the illness or injury.
- ii. Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month.

- iii. The maximum benefit period will be five years.
- iv. The City will contribute up to \$6.00 per month to the cost of the Plan.

E. Workers' Compensation Leave

Job-Related Injury or Illness -- Any employee incapacitated by reason of an injury or illness arising out of or in the course of his/her employment shall receive, in lieu of any other compensation provided by this Memorandum, a sum which when added to the amount of temporary disability compensation, if any, under the Workers' Compensation Laws of the State of California, will result in payment to the employee a sum equal to their regular net compensation. Regular compensation is the step on the Salary Schedule which the employee is being paid on the date of the job-related illness or injury. Such payment shall commence with the first day of the approved absence and end with the termination of the temporary disability, or the termination of the approved absence, or the expiration of twelve months, whichever occurs first.

Where the approved absence is of less than twelve months' duration, and illness thereafter recurs or further treatment is necessitated in connection with the same injury or illness, the City Manager may grant additional leave of absence, subject to the limitations provided in the foregoing paragraph, but not to exceed a cumulative total of twelve months.

Provided, however, that this subsection shall not apply to any claim denied by the Division of Industrial Accidents - Workers' Compensation Appeals Board.

Whenever any peace officer represented herein is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of duty, the officer shall become entitled, regardless of the period of regular employment with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, for the period of such disability but not exceeding one year, or until such earlier date as the officer is retired (service or disability), resigns, terminates (for other than industrial disability), withdraws from the retirement system or there is a termination of the temporary disability and the officer is returned to work as determined by the Director of Human Resources or retired consistent with the provisions of the Public Employees' Retirement System or the City of Pasadena Fire and Police Retirement System - whichever system is applicable to the officer under consideration.

F. Military Leave

Military leave of absence may be granted for the duration of a war or national emergency or as required by the Military and Veterans Code.

G. Rest Periods

1. Rest Periods

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

2. Rest period or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

H. Educational Incentive Pay

1. Effective May 6, 2002, employees classified as Police Officer or Police Corporal who hold an Associate of Arts Degree from an accredited college shall receive additional compensation at the rate of \$175.00 per month. Employees classified as Police Officer or Police Corporal who are eligible for junior standing at an accredited college shall receive additional compensation at the rate of \$125 per month. Additional compensation for either an Associate of Arts Degree or junior standing may not be combined together or taken in combination with any other Educational Incentive Pay under section B., II., G. Said additional compensation shall not constitute regular compensation within the meaning of the overtime provisions, except as required under the Fair Labor Standards Act (FLSA) regulations.
2. Effective May 6, 2002, employees classified as Police Officer or Police Corporal who hold a Baccalaureate Degree from an accredited college or university shall receive additional compensation of \$275.00 per month. Effective April 28, 2008, additional compensation for Baccalaureate Degree shall increase to \$500 per month. Said additional compensation shall not constitute regular compensation within the meaning of the overtime provisions, except as required under the FLSA regulations.
3. Effective May 6, 2002, employees classified as Police Officer or Police Corporal who hold a POST Advanced Certificate shall receive additional compensation of \$300.00 per month. Effective April 28, 2008, additional compensation for a POST Advanced Certificate shall increase to \$500 per month. Said additional compensation shall not constitute regular compensation within the meaning of the overtime provisions, except as required under the FLSA regulations.

4. Police Officers and Police Corporals who hold both a POST Advanced Certificate and a Baccalaureate degree from an accredited university shall receive the higher additional compensation between the two, but not both.

I. Guaranteed Compensating Time Off (Does not apply to employees hired after July 2, 1979.)

Employees classified as Police Officer or Police Corporal who are regularly working 8 hours per day shall receive five days of Guaranteed Compensating Time Off per year beginning September 12, 1977, and each year thereafter. This time shall be taken whenever possible at the request of the employee, and department rules of vacation shall apply.

Guaranteed compensating time off is to be separately accounted for and not combined with "in-lieu time". Cash payment cannot replace Guaranteed Compensating Time Off.

J. Bereavement

Employees absent from leave due to bereavement at the time of death of an immediate family member (spouse, child, step-child, parent, grandparent, brother, sister, or parent of spouse) may receive regular compensation for a maximum of three days. Three working days shall be defined as days in which the aggregate time off does not exceed three (3) times the employees regularly scheduled daily work hours. The City may provide the number of hours necessary to provide for three (3) consecutive days off, including scheduled days off. Under special circumstances, the department head may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member, as herein defined. Three days bereavement are provided separate from sick leave provisions.

K. Maternity Leave/Reduced Work Week Schedule

For regular full time employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.

In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

L. Child Care Subsidy Program

Employees holding classifications represented by the Pasadena Police Officers Association are eligible to participate in the Child Care Subsidy Program subject to the guidelines and parameters established by the City. Subsequent changes, if any, to the Program and/or benefit level is at the discretion of the City.

Section C

Supplemental Wage Payments

I. Insurance

A. Life Insurance

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

B. Dental Care Program

The City will contribute 100% of the employee premium for the Dental Care Program as provided by the City of Pasadena. In addition, the City will contribute up to \$55.00 per month for the employee who covers one or more dependents.

C. Health Insurance

Employees of this Association may participate in the State PERS Medical Program as provided by the City of Pasadena. The City will contribute a monthly amount towards the premium for health insurance as provided under the Public Employees Retirement System Medical Program.

In addition, the City will contribute to an Employee Option Benefit Fund which shall be used to pay on the balance of the employee's health premiums or designated to the employee's individual deferred compensation account, as follows:

Employee Only: \$525.00 per month (effective the first payroll period following the Council's adoption of this MOU).

Employee with
Dependents: \$797.00 per month (effective the first payroll period following the Council's adoption of this MOU).

During the term of this agreement, the City will increase the contribution to the Employee Option Benefit Fund in an amount equal to 75% of the average dollar change (increase or decrease) for the Kaiser South and PORAC plans, based on the employee only and family plan premium dollar change. Application of this formula will not result in a decrease in the payments listed above.

The employee does not need to participate in the PERS Medical Program to be eligible to use the Employee Option Benefit Fund amount, provided however that the employee must annually present acceptable verification to the Human

Resources Department that he/she is covered for health insurance through another source.

D. Workers' Compensation

Workers' Compensation Insurance premiums shall be the responsibility of the City of Pasadena in accordance with the benefit schedule and ratings under California State law and resolutions and ordinances of the City of Pasadena.

E. Retiree Health

Effective the first payroll period in November, 1997, an amount equal to an additional one percent (1%) increase in base pay shall be afforded all bargaining unit classifications. The Pasadena Police Officers Association has opted to designate this money to a post retirement medical trust fund.

Effective May 22, 2000, an amount equal to an additional one percent (1%) increase in base salary shall be afforded to all bargaining unit classifications, to be designated by the Pasadena Police Officers Association for the post retirement medical trust fund

Effective April 25, 2001, an amount equal to an additional one percent (1%) increase in base salary shall be afforded to all bargaining unit classifications, to be designated by the Pasadena Police Officers Association for the post retirement medical trust fund.

The Association shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. The Association shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.

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

II. Individual Employee Costs

A. Tuition and Fees

Effective upon the City Council's adoption of this MOU, regular employees pursuing a Bachelor of Arts degree or higher shall be eligible for reimbursement of up to \$650.00 per fiscal year of the actual cost of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable.

Upon presentation of receipts and grade card, reimbursements under this plan shall be made. The procedures for administration of the plan will be the responsibility of the Human Resources Department.

Regular employees may further be eligible for educational assistance as specified in the City of Pasadena Manual of Rules, Practices and Procedures.

B. Uniforms and Department-Issued Equipment

The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment. The employee must pay for and replace any uniform or department issued equipment assigned to the employee which is lost or stolen. Except, however, where it is determined that the lost or stolen uniform and/or equipment is not the fault of the employee, the City shall replace same.

Rules and regulations for wearing of uniforms shall be set by the department. It shall be the policy of the City to replace worn or damaged uniforms for police personnel consistent with departmental guidelines.

The Department-issued equipment includes the following: service weapon, gun belt, baton and holder, mace and holder, ankle restraint and case, belt keepers, rain coats, rain cap for hat, whistle, motorcycle riding breeches, motorcycle riding boots, safety helmet, flight helmet with appropriate eye protection, Nomex flight suit, and flashlight.

C. Body Armor

1. Safety vests will be provided as department issued safety equipment on an as needed replacement basis per the suggested guidelines established by the manufacturer for those employees already possessing a vest. Once replaced by the City to a member, the safety vests must be worn at all times when the employee is on patrol, or on another assignment where safety vests are typically worn.
2. A copy of the department guidelines on body armor is attached as Exhibit IV.
3. Effective upon the date that the City Council adopts this MOU, reimbursement will not exceed \$600.00. Effective January 1, 2007, reimbursement for the cost of a vest will not exceed \$720.00.
4. All employees with only field duties will be required to wear bullet resistant vests effective February 3, 1997.
5. Employees will have the option of:

- a) Wearing their own vest until the expiration of the warranty at which time the Department will provide them with a replacement vest, or
- b) The Department will purchase the employee's existing vest which they will then wear until replacement becomes due. The Department will purchase the vest by using a proration system wherein the Department will compensate for the unexpired portion of the warranty period based upon the cost of the Department provided vest. In the alternative, the Department will have the option of providing the employee with a new vest (if, for example, the remaining warranty period is sufficiently short that purchase is impractical); or
- c) Retiring their own vests and receiving a City provided vest.

III. Retirement

- A. The retirement provisions shall be in accordance with existing provisions of the Pasadena City Charter, Article XV, and the provisions of the contract with the Public Employees Retirement System (PERS) to be effective August 1977.
- B. The City implemented on May 16, 1983, a separate second tier retirement plan with the PERS for all prospective employees of this unit. The new retirement plan provided for a benefit level as follows:
 1. Age 55 fixed formula.
 2. Elimination of military buy-back provision.
 3. Final compensation based on three highest years of work.
 4. Elimination of the Post Retirement Survivors Allowance.
- C. The City amended the contract with the PERS to implement the following changes to the above second tier retirement system:
 1. Change formula from 2% at 55 to 2% at 50, effective October 1990.
 2. Change the option of the average of the three highest years to the single highest year, effective October 1991.
 3. Change the contract with PERS to provide for the Post Retirement Survivors allowance effective October 1993.

- D. The City's contract with PERS shall include the credit for unused sick leave option (Section 20862.8).
- E. Value of City - Provided Uniforms as Compensation under PERS - In accordance with PERS regulations, the City will report a uniform value of \$300 per year to PERS for compensation purposes for each employee who is provided a City uniform.
 - F. Effective July 1, 2002, the City will begin reporting the value of the employer-paid member contribution as compensation to PERS (Government Code 20636) and also to the Pasadena Fire and Police Retirement System for those employees in that system.
 - G. Effective January 1, 2003, the City amended its contract with PERS to change the retirement formula from the 2% at 50 formula to the 3% at 55 formula. Any increased costs associated with the 3% at 55 formula over the 2% at 50 formula shall be borne by the City.
 - H. Within 60 days of the City Council's adoption of this MOU, the City will request to amend its contract with the Public Employee Retirement System (PERS) to provide the following additional benefits:
 - 1. Pre-Retirement Optional Settlement 2 Death Benefits – Section 21548
 - 2. Fourth Level 1959 Survivor's Benefits – Section 21574

These benefits shall be implemented as soon as it is administratively possible based on PERS approval of the amendment request.

IV. Mileage Reimbursement

The City will provide reimbursement to the employee for use of his/her personal vehicle for authorized work related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the federal IRS for unreimbursed employee business expenses for the applicable calendar year.

Section D

Policies and Procedures

I. Payroll

A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall be considered for Step 2 salary at the end of 6 months. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

Step 3--6 months after the Step 2 increase

Step 4--1 year after the Step 3 increase

Step 5--1 year after the Step 4 increase

B. Promotion

The promotional probation period for Police Corporal is one year. When an employee is promoted from Police Officer to Police Corporal, 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. The employee shall be reviewed for further adjustments to Steps 4 and 5 after six months.

C. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

D. Temporary Assignment

The department head may authorize the temporary assignment of an absent employee's duties to a qualified employee whenever such qualified employee is available in a lower salaried class.

1. Whenever possible and practical, when there is a current eligibility list, an employee will be selected from that list, with preference given to those who have been previously certified to the department as the top qualified candidates.
2. Payment at the new rate shall begin on the first day of assignment to the higher classification.

3. The assignee, under this provision, shall be expected to fulfill most of the functions and responsibilities of the absent employee for the period of the assignment.
4. The assignee, under this provision, will be paid for those days worked during the period of the assignment at the rate provided as if he/she were promoted to the classification of the absent employee; that is, at the lowest step in the higher classification most nearly equal to a one-step increase in the assignee's classification.

E. Payroll Deductions and Dues

The City may deduct the regular dues of employee members of the recognized employee organization. Dues deduction shall be made only on the written authorization of the employee.

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

II. Discipline

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.

Peace Officers of the State of California have particular responsibilities with regard to personnel investigations, and it is therefore the policy of the Pasadena Police Department to guarantee the rights of the sworn personnel of the department by setting forth the following procedures to be followed during personnel investigations.

A. Interview Procedures

1. In all cases wherein the Officer is interviewed, the person responsible for the interview shall:
 - (a) Inform the Officer that he/she has a right to be represented by counsel or any representative during the interview.
 - (b) An Officer 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 officer (such as written reports to superior officers) or summaries or verbatim transcriptions of any statements of the subject officer prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews.

- (c) Conduct the interview at a reasonable time and date to allow for the Officer's convenience
 - (d) Identify to the Officer all persons present or participating in the interview.
 - (e) Conduct the interview for a reasonable length of time.
 - (f) Not expose the Officer to offensive language, threats of transfer, disciplinary action, or loss of employment.
 - (g) Cause an appropriate record to be made of the interview, which shall be available to the Officer on request.
2. In the event the Officer is being investigated for a criminal offense, prior to the interview, the Officer shall be advised of his/her 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 Officer is admonished.
3. Officers, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
- (a) These statements will not be used, and are not admissible, in a criminal trial.
 - (b) Failure to answer questions when ordered may result in disciplinary action and/or termination.
 - (c) If the Officer is ordered to answer questions, the following statement may be read into the record:

"The Police Department of Pasadena, California, is conducting an investigation and I, _____, a Police Officer for the City, have been ordered to answer questions."

"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."

"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."

B. Polygraph Examination Procedures

1. No Officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against an Officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the Officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

2. The Officer may volunteer to take a polygraph examination after consultation with legal counsel, and one will be conducted. Results of examination are not admissible in criminal judicial proceedings, but may be used in administrative proceedings.

C. Search and Seizure Procedures

The locker, desk or other locked storage place used exclusively by a Police Officer, shall not be searched except in the presence of the Officer or unless a valid search warrant has been obtained, except that:

1. A search may be conducted without the Officer's presence providing that the Officer was given a reasonable opportunity to be present.
2. A search may be conducted without the Officer's presence if the Officer refuses to be present during said search.

D. Skelly Meeting

As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the "Skelly" meeting:

1. Meeting between the Chief and the employee only;
2. Meeting between the Chief, the employee and the employee's representative;
3. Meeting between the Chief, the employee and the employee's representative – meeting is tape recorded.

The employee must notify the Chief prior to the meeting as to which option he/she desires to use.

- E. No Officer shall be disciplined or terminated, or in any way discriminated against for exercising their lawful rights pursuant to this policy.
 - F. This policy is effective immediately and cancels any previous conflicting order or procedure.

III. Grievance

A. Definition

1. Grievance - A dispute between an employee or employees and the employer regarding an interpretation or application of the Employer-Employee Labor Relations Resolution, a written Memorandum of Understanding, or of the rules and regulations governing conditions of employment.
2. Employee - within the context of this policy statement, refers to a full time, regular employee who has initiated a grievance.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. Discrimination Complaint Procedure - Allegations of unlawful discrimination shall be processed through the Affirmative Action Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.

3. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
 - (a) Be self represented
 - (b) Be represented by another person
4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.

The representative shall be entitled to:

 - (a) Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - (b) A copy of any written decisions or communications to the employee concerning the grievance proceedings.
5. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
6. A general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Union on behalf of employees represented by that Union. A general grievance shall be filed in writing with the Director of Human Resources within fourteen (14) calendar days of the action in question.
7. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
8. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are in the same representation unit, the grievance shall be presented to the next higher level supervisor not included in the unit. If the employee elects to be represented (per "Guidelines, Paragraph 2") upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, 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.

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

If the employee desires to appeal his/her grievance to Step 2, the employee shall submit the grievance in writing on the City's Grievance Form, to the department head, within seven (7) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

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.

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 and appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.

If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Step 3 for

resolution may be made. However, oral and written warnings are not subject to appeal beyond the Step 2 level.

3. Step 3 (Advisory Arbitration)

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee or the employer may appeal the grievance to Step 3.

The appeal shall be in writing; shall be signed by the employee, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.

If the employee is being represented, he/she may be assisted by his/her representative in this appeal.

Within seven (7) calendar days after receiving the notice to appeal a grievance to Step 3, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbiter. The arbiter shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.

Within seven (7) calendar days following the meeting to prepare the issues statement, the parties shall request the California State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

Within seven (7) calendar days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.

The arbiter shall hold a hearing on the issue, or issues submitted. The arbiter shall not hear witnesses without the presence of both parties. He/She shall render a written opinion within 30 days following the closing of the hearing unless the period has been mutually extended in writing. The opinion, which shall be bound by the present Memorandum shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.

Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the employee whether or not he/she intends to take any further action regarding the issue, or issues, referred to in the arbiter's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.

Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbiter, including transcripts required - which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney fees.

IV. Layoff

A. Definition

Layoff is defined as any involuntary separation wherein management eliminates a job without prejudice to the incumbent. Layoff shall result only from a change in the status of a position.

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.
2. Layoff shall be made by specific Job Series. (For example, Sworn Police Personnel.) Employees with two or less years in their classification series have the right to return to their prior classification series.
3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
 - (a) Temporary or provisional employees.

- (b) Probationary, regular, part-time employees.
 - (c) Probationary, regular, full-time employees.
 - (d) Permanent, regular, part-time employees.
 - (e) Permanent, regular, full-time employees. (For purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
5. 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.
6. Employees for whom a layoff appears imminent, shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
- (a) Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
 - (b) If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - (c) If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
 - 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.

Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.

7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
8. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
9. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
10. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department.
11. Employees who cannot be placed, and must be laid off, shall have their names placed on a reemployment list and shall be eligible as follows.
 - (a) To compete in promotional examinations for which they are qualified for a period of 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.
12. 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 percent of the employee's current monthly base salary. The employee will be entitled to one

monthly payment for each year of continuous, regular employment, to a maximum of six payments.

- (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:
 - 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 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, 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.
 - iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin reaccumulating the claimed benefit(s) on the date that they report back to work.
 - v. Laid-off employees who are not recalled within the 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.

- (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.
 - 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 or programs supported by other agencies.

- 13. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no reemployment rights, but may be returned to their former place on the eligible list.
- 14. 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.
- 15. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
- 16. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
- 17. 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 appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.
 - (a) The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.
2. Recall List: The Human Resources Department will automatically establish a recall list for a period of 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.

V. Work Hours

- A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week. The Department currently operates a variety of work schedules including the 5-8, 3-12, 4-10 and 9-80.
- B. Unless otherwise provided herein, employees are entitled to paid leave benefits based on an eight-hour day regardless of their work schedule.

VI. Reassignment

For non-emergency reassignments, except in the case of special events in which the City does not receive over seven (7) calendar days advanced notice of the necessity of utilizing Department personnel, the City shall provide the employee at least seven (7) calendar days prior notice in writing for reassignment of days off, working hours or work assignment, unless waived by all directly affected parties.

Irregular work assignments such as that which occurs in Special Enforcement Section (SES) and Special Investigations Section (SIS) due to the nature of the operation are not necessarily on a fixed and constant work schedule, and as a result, are generally exempt from the seven (7) calendar day notice. However, every reasonable effort shall be made to consider the employee's circumstances.

VII. Court Appearance Duty

PPOA and Police Management representatives shall jointly review and consider the feasibility of implementing a procedure for on-call court appearance duty. Any

changes in court appearance duty or pay which affects existing sections of this Memorandum of Understanding shall be subject to approval by the City Council.

VIII. Drug and Alcohol Abuse

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

Attached as Exhibit II is a detailed policy statement on drug and alcohol abuse.

IX. Transportation Demand Management Program (PrideShareII)

MODE	YOU PAY
Solo Driver Clean Air Trip Reduction/Parking Fee Automatic payroll deduction \$17.50 per pay period.	\$35/mo

Non-solo Mode Users

Qualifying participants in this program receive:

- A waiver of the Clean Air/Parking Fee
- Up to two work days per week of free parking
- A Guaranteed Ride Home Program in case of emergency or unexpected supervisor approved overtime.

1. 2 OR MORE PERSON CARPOOL	YOU RECEIVE
3 Workdays Per Week Minimum	
A. Personal Vehicle Use	
Preferential Parking Where Available	Free Parking
Ride Matching	Free Parking

2. BICYCLIST

3 Workdays Per Week Minimum

Showers & Lockers Where Available Free

Bicycle Parking Facilities Free

3. TRANSIT

3 Workdays Per Week Minimum

Bus Pass Subsidy (per month) \$35.00
(maximum)

Transit Route Planning Free

4. VANPOOLER

3 Workdays Per Week Minimum

Preferential Parking Free

Ride Matching Assistance Free

5. WALKER

3 Workdays Per Week Minimum

The take home vehicle program shall be discontinued 30 days following ratification of this agreement.

X. Fitness Program

Unit members may participate in a voluntary fitness program as follows:

A. Health Screening

The City shall provide each employee with an initial comprehensive fitness (CFS) screening. Thereafter, the City will provide a bi-annual CFS, which will include an examination of all vital signs, blood screening, stress test and nutritional analysis. Each participant will receive a personal booklet describing each test, as well as the results and their implications. The City shall contract with an appropriate health care agency to provide this screening.

B. Fitness Assessment

A fitness assessment consisting of push ups, sit ups, flextest and 1.5 mile run, will be conducted by a member of the training department with a qualified medical person in attendance. The member taking the test should have his/her resting heart rate and blood pressure available. The results will be tabulated and a rating will be provided, ranging from superior to very poor. Each employee will be assessed on an annual basis.

C. Fitness Prescription

The employee may contact a City sponsored outside provider (mutually agreed upon by the City and the Association) or the Training Section to develop an overall fitness strategy for each employee. The health screening may be kept confidential (between the employee and provider or Training Section) at the employee's request.

D. Employees who are unable to, by existing record or doctor's certificate, to participate will be excused from the fitness assessment.

E. Employees required to fulfill Department fitness obligations outside of normal work hours shall be compensated at the time and one half rate with a two hour minimum.

F. The Department reserves the right to reopen negotiations on establishing mandatory fitness standards for specified work assignments.

XI. No Smoking Policy

Employees shall comply with the No Smoking Policy of the City of Pasadena. (See Exhibit III)

XII. Light Duty

At the discretion of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve a change of work hours and/or days off.

Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion. On duty injuries shall take precedence, however.

Light duty assignments shall be limited to sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the forty-five day period.

In addition, Officers and Corporals who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rules when:

1. there is a predictable time frame for a return to full duty;
2. to comply with the sixty (60) calendar day rules would cause significant financial hardship; and
3. the Department has specific work for the employee to perform.

If a waiver is granted, such waiver does not create a permanent light duty position, but is rather, intended solely to reasonably accommodate an employee on a temporary basis.

To the extent permitted by law, the sixty (60) calendar day limit set forth in this subsection shall not apply in the case of pregnancy. Upon request, the Department and Association may re-open negotiations on the light duty policy as it applies to pregnancy assignments.

XIII. Minimum Staffing

The Police Department and PPOA agree to meet to discuss patrol staffing.

EXHIBIT I

Pasadena Police Officers Association

Represented Classifications

and

Schedule of Compensation Rates

May 1, 2006 – 4% Increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step5</u>
Police Corporal	35.6718	36.7970	37.9890	39.1366	40.2840
Police Officer	29.1769	30.7923	32.3743	34.0676	35.7275

April 30, 2007 – 4% Increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step5</u>
Police Corporal	37.0987	38.2689	39.5086	40.7021	41.8954
Police Officer	30.3440	32.0240	33.6693	35.4303	37.1566

April 28, 2008 – 4% Increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	38.5826	39.7997	41.0889	42.3302	43.5712
Police Officer	31.5578	33.3050	35.0161	36.8475	38.6429

Exhibit II

City of Pasadena and PPOA

ALCOHOL AND DRUG ABUSE POLICY

A. PURPOSE

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace, and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

B. POLICY

With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting 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 drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the parties recognize that it is important that the employee 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 and substantially 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.

If the City has a reasonable suspicion that an employee may have contraband on City property, the City may proceed in the following manner consistent with Government Code 3309: no public safety officer shall have his/her locker or other space for storage that may be assigned to the employee searched except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been obtained or where he/she has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the City.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall, for safety purposes be provided transportation from the work site.

Employees who voluntarily seek treatment for substance abuse requiring an absence from work may, with department head approval, be allowed to use earned sick leave and/or vacation during such absence.

C. APPLICATION

This policy applies to all employees of and to all applicants for positions with the City of Pasadena and represented by PPOA. 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 ASSISTANCE PROGRAM

The City encourages the voluntary utilization of the Employee Assistance Program (EAP) established by the City as an important method for dealing with substance abuse. All potential problems will be handled on a case by case basis. Overall consideration is directed towards the health and safety of the employee, co-workers and members of the general public.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can call the toll-free 800 number and arrange an appointment with a counselor.

Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP. In addition, employees who are concerned about alcohol and/or drug use among their co-workers should strongly encourage those individuals to seek assistance through the EAP. Voluntary use of the EAP by the employee may consist of counseling, out-patient rehabilitation, in-patient rehabilitation or any other treatment recommended by the EAP counselor provided employee and public safety is not compromised. EAP usage is not considered voluntary in the case of a management referral or if the employee decides to use the EAP services after their substance abuse problem has been discovered by city officials.

All voluntary or self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the Personnel Director, supervisor, Employee Organization or other parties be notified.

The employee's compliance with the EAP is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary utilization of the EAP or any other treatment service. Use of the program does not replace normal disciplinary procedures for unsatisfactory job performance or conduct.

The employee can schedule an appointment on his/her own time (days off, before or after the work shift, lunch break) without letting anyone know of this. Sick leave time may be used for self-referral appointments during regular work hours if unable to schedule during off-duty hours. If an employee requires additional leave time for substance abuse treatment, he/she may request a leave of absence, subject to approval by the Police Chief.

Employees and/or their dependents are responsible for all deductibles and co-payment costs associated with in-patient or out-patient counseling services and substance abuse treatment. The City will only bear the costs necessary to keep the EAP in effect and available.

E. EMPLOYEE RESPONSIBILITIES

Except in the performance of duty, an employee must:

1. Refrain from the use of, or possession of, illegal drugs or narcotics;
2. Not report to work while his/her ability to perform job duties is substantially impaired due to alcohol or drug use;
3. Not possess or use alcohol or illegal drugs and prescription drugs without a prescription during working hours, when on breaks, or during meal periods.
4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty or off duty;
5. Submit to a urine, breath or blood test, when reasonable suspicion as defined in F-2 is present, and when appropriately ordered by a supervisor or manager. A reasonable allowance of time shall be made for the employee to have a witness or representative present, if requested.
6. An employee should notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non- prescription, which may substantially interfere with the safe and effective performance of duties or operation of equipment;
7. Provide within 24 hours of request (or as soon as 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
8. Report to any supervisor up to and including the City Manager, 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. The City will be supportive of those who seek help voluntarily, and may authorize the use of earned sick leave or vacation, or leave of absence. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

F. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (B-XV).
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, one which must be a supervisor, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job safely, effectively and efficiently is substantially impaired.

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

- a. Slurred speech;
 - b. Odor of an alcoholic beverage on breath;
 - c. Unusual, anti-social behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
 - d. Unsteady walking and movement;
 - e. An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use of drugs or alcohol;
 - f. Patterns of physical altercation;
 - g. Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;
 - h. Possession of alcohol or drugs unrelated to job responsibilities;
 - i. Information obtained from a reliable person with personal knowledge. The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
3. If reasonable suspicion exists that an employee is under the influence, the employee shall be advised of his/her right to representation and applicable provisions of the Police Officer Bill of Rights shall be observed.

4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall, prior to or within 24 hours of such requests, document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Additionally, the department head is to be contacted before the test is required of the employee.
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.
6. In addition to the reasonable suspicion testing set forth above, individuals serving in the capacity as Helicopter Pilots, K-9 Handlers and Special Investigation Section shall be subject to random drug testing. Individuals serving in these sections shall be subject on a random periodic basis. Individuals wishing to enter these assignments may be subject to testing prior to being assigned. Testing conducted pursuant to the provisions of the random testing program shall be conducted pursuant to the provisions of this section.
7. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the consent of the employee.

G. PHYSICAL EXAMINATION AND PROCEDURE

The urine, breath, blood, or other appropriate test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids. Any positive drug test shall be confirmed by a reliable test. The confirming test must be at the same or better level of accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. The sample shall be split and the employee shall have a right to said split sample for analysis by an independent laboratory.

H. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

1. Pre-employment Alcohol/Drug Tests

All applicants for City employment shall be informed in writing on the job announcement that a condition of employment includes passing a drug screening test as part of the pre-employment physical exam.

- a. Failure to take a pre-employment drug test when scheduled may result in not being hired.
- b. A positive result from a drug and/or alcohol analysis will result in the applicant not being hired where the applicant's use of drugs and/or alcohol (including lawful use of prescribed drugs/alcohol) could affect requisite job standards, duties or responsibilities.
- c. If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

2. During Employment Alcohol/Drug Tests

- a. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem.
- b. If the drug screen is positive, the employee must provide within 24 hours of request (or as soon as 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, the employee may be subject to disciplinary action up, to and including discharge.
- c. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts. Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.

I. CONFIDENTIALITY

Laboratory reports or test results shall be transmitted directly to the Director of Personnel and shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Director of Personnel. 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; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

J. HOLD HARMLESS CLAUSE

The City agrees to indemnify, defend and hold PPOA harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.

EXHIBIT III
CITY OF PASADENA
NO SMOKING POLICY

NO SMOKING POLICY

A. PURPOSE

1. This policy is established in response to the 1986 U.S. Surgeon General's report on the health effect of involuntary smoking. The report concluded the following: 1) that involuntary smoke is a cause of disease, including lung disease, in healthy smokers; and 2) that the simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to the hazardous substances in tobacco smoke.
2. The purpose of this policy is to create a smoke-free workplace environment in city buildings, eliminate the health hazard of secondary exposure to tobacco smoke, and ensure that employees are provided a healthy and safe work environment.

B. POLICY

1. It is the City's policy that effective November 15, 1990, all buildings and vehicles owned or leased by the City of Pasadena shall be entirely smoke-free. This prohibition includes but is not limited to: common work areas, private offices, public lobbies, cars, trucks or other city vehicles. "No smoking permitted" signs shall be posted in appropriate areas.
2. To accommodate the needs of those employees who continue to smoke after November 15, 1990, smoking will be permitted in outdoor areas on city grounds (e.g., open-air walkways, courtyards, or other areas designated by the Health Officer). Cigarette butts or other tobacco by-products should be deposited in outdoor ashtrays.

C. APPLICATION

1. This policy applies to all City employees and visitors while they are in buildings or vehicles owned or leased by the City. Additionally, applicants for employment with the City must agree to comply with this policy.
2. This policy does not apply to the Pasadena Conference Center, the Tournament of Roses House, the press box of the Rose Bowl, or other buildings subject to the lease or control of third parties.

D. ENFORCEMENT

1. Failure of an employee to comply with the standards set forth in this policy shall be the basis for disciplinary or other appropriate action.
2. Managers and supervisors are primarily responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate.

EXHIBIT IV

Protective Vests/Body Armor Replacement

1. The approved protective vest will be rated as a Level II or IIA or above.
2. The employee may receive a replacement vest or reimbursement for the purchase of a protective once every five years.
3. Reimbursement will not exceed \$600 for any one purchase or the cost of the vest, whichever is less. Effective January 1, 2007, reimbursement for the cost of a vest will not exceed \$720.
4. Process for Use of Contract Vendor

If the employee chooses, he/she may elect to request the vest currently offered by the Department through its contract vendor. The vest will be of the same standard and quality as prescribed for reimbursement. The employee shall submit a Uniform Replacement Request form along with documentation substantiating the age of the vest being replaced to their Chair of the Equipment Committee. Upon approval by the Chair of the Equipment Committee, the Request will be transmitted to the Records Section, processed and forwarded to the contract vendor for the price difference at the time of ordering the vest.

If the employee chooses to obtain the protective vest, the price of which exceeds \$500, the employee shall pay the contract vendor for the price difference at the time of ordering the vest.

5. Process for Employee Reimbursement

An employee may choose to purchase a replacement vest and request reimbursement. The employee shall submit a Uniform Replacement Request form along with the receipt for the purchase of the protective vest and documentation of the age of the vest being replaced. The Section Administrator will verify the purchase and forward the receipt to the Chair of the Equipment Committee for approval.

Upon approval, the employee will be advised that reimbursement has been approved by the Chair of the Equipment Committee. A copy of the approved request will be forwarded to the Records Section for review for five year compliance and processing for reimbursement to the employee.

6. If the employee cannot produce a record of the purchase of the vest being replaced that documents the five year requirement, the Section Administrator may, at his/her discretion, approve the replacement request with an explanation.

7. If the request for a replacement vest is made due to the premature wear or damage, the Section Administrator will assure that an explanation or a police report describing the nature of the damage or wear is attached to the Uniform Replacement Request.

EXHIBIT V
GAINSHARING

A COST-REDUCTION AND PRODUCTIVITY IMPROVEMENT INCENTIVE PROGRAM
NEGOTIATED WITH THE PASADENA POLICE OFFICERS ASSOCIATION (PPOA)

CONCEPT: Employees have an opportunity to share in the City savings resulting from their efforts to reduce costs and improve productivity in the areas of (1) reduction of sick leave usage; (2) reduction of new claims for job-related illness or injury; and (3) reduction of preventable vehicular accidents causing damage.

Employees represented by PPOA will participate in the gainsharing program as outlined below.

The table below gives a baseline of performance measures for the three areas over a five-year rolling average. The baseline numbers will change during each year of the MOU to reflect the current 5 year rolling average.

Number of Employees	Avg. # of Sick Hours Used	Ave. # of Lost-Time Workers' Comp. Claims	Avg. # of Preventable Vehicular Accidents
193	56 Hrs.	23	19

PPOA Gainsharing Plan

Over the past five-years rolling, 193 employees in PPOA have used an average of 56 hours of sick leave, sustained 23 lost-time worker's comp claims, and sustained 19 preventable vehicle accidents that resulted in damage to our own vehicles or damage to a third party.

The goal of this incentive program is to reduce the number of incidents within all three categories to below their corresponding rolling five-year baseline averages. Reduction in all three categories will result in a payout to the members of PPOA based upon the following table:

Approximate Annual Savings	Percent of Value Distributed to Employees
0 - \$200,000	20%
\$200,000 – Above	40%

Payouts shall be based on the following formulas:

- A. Sick Leave Usage – Actual average sick leave usage for the bargaining unit shall be compared against the current five year rolling average. For each hour of sick leave usage that is less than the five year rolling average the approximate annual savings shall be based on the then current average hourly base salary for members of the bargaining unit.

- B. Workers Compensation – The number of lost time workers’ compensation claims shall be compared against the current five year rolling average. For each claim below the five year rolling average the approximate annual savings shall be considered to be equal to the value of the median cost of lost time workers’ compensation claims, for the latest full fiscal year for which such data is available, for members of the bargaining unit.

- C. Preventable Vehicular Accidents – the number of preventable vehicular accidents shall be compared against the current five year rolling average. For each accident below the five year rolling average the approximate annual savings shall be considered to be equal to the average cost of vehicular accidents for the latest full fiscal year for which such data is available.

Exhibit VI Corporal Classification

Preamble

- A. The PPOA, a recognized employee organization and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement upon this Exhibit VI to the above MOU. Said Exhibit shall be as follows:

1. CLASSIFICATION TITLE

The investigator classification shall be re-titled as corporal. Corporals shall be assigned to the same salary range and steps as is the present investigator classification. (It shall also be provided that the employee assigned as Chief Helicopter Pilot, shall be compensated at the corporal range regardless of the assignment not resulting from a test, but rather, from appointment in the Chief's sole discretion).

2. DEFINITION OF CORPORAL CLASSIFICATION

The police corporal performs general policing duties, but occupies a quasi-supervisory role as dictated by command and control policies and procedures. The corporal investigates criminal offenses, serves as team leader in various policing functions throughout the Police Department, and performs other duties unspecified herein as required.

3. ESSENTIAL FUNCTIONS

The functions of any individual police corporal shall be defined by the division of assignment. A non-inclusive description of available essential functions are:

1. Assignment of corporals to any division, section, and unit shall be based upon operational needs as determined by the Department.
2. Corporals may function as team leaders within individual service areas.
3. Corporals shall be regarded as senior to individuals occupying the police officer classification, in terms of authority and responsibility.
4. Unless tactical circumstances warrant, corporals will not typically be assigned as handling units for priority 1 and 2 calls.
5. Unless tactical circumstances warrant, corporals will not typically be assigned priority 3 and 4 radio calls.

6. When assigned to investigative services, corporals shall function in the role of detective within the accepted definitions of said assignments.
7. Both corporals and police officers assigned to investigative services shall be referred to as DETECTIVE.
8. Corporals may be assigned as either section or unit leaders.
9. In addition to corporals, individuals who on the date of commencement of a sergeant's promotional examination have, or will have completed ten (10) consecutive years of service classified as a sworn peace officer, the last five (5) years of which was served as a sworn police officer in the employ of the City of Pasadena, shall be permitted to participate in a sergeant's promotional examination.
10. Immediately prior to commencement of the meet and confer process for the 1998 - 99 fiscal year (and thereafter), the corporal classification consisted of an authorized compliment of thirty-one (31) positions. The thirty-one (31) positions were supplemented by six (6) authorized police officer classifications whereby police officers could serve a maximum of two (2) continuous years in a corporal assignment. Said "rotational" police officers would commence compensation at Step 4 of the investigator salary scale, with an adjustment to Step 5 after completion of a six-month probationary period. Accordingly, immediately prior to commencement of this meet and confer process, thirty-seven (37) paid positions were authorized for investigator assignments (31 individuals classified as investigator, plus six rotational police officers compensated at various investigator steps).

Although the parties acknowledge that no binding representation can be made as to the number of authorized paid corporal positions which will exist during the term of a successor Memorandum of Understanding, it is the intent of management to seek authorization to maintain thirty-six (36) authorized and paid corporal positions.

In addition to seeking authorization to maintain thirty-six (36) authorized and paid corporal positions, the Department may provide for up to six (6) rotational police officer classification assignments which may be assigned to perform corporal duties in any division, section or unit. Notwithstanding, the Department recognizes that specific assignments require a degree of expertise and training, making those positions not suitable for rotational officer assignment. They include homicide, sexual assaults, and credit card forgery and fraud crimes. Those specific corporal assignments will not be filled with rotational officers. Rotational officer assignments shall generally be for a period of one year. Except as described herein, no such assigned "rotational" police officer shall receive any base salary increment to his/her police officer classification base salary, as it may from time to time exist during the rotational assignment.

Reassignment of a rotational officer prior to, after, or simultaneous with the completion of a one-year rotational assignment shall be the result of either an agreement of the rotational officer and the Department, or as a result of the Department's unilateral determination, regardless of the reason for said determination. In any case where the reassignment is the result of the Department's unilateral determination, the assignee shall have the option of convening a meeting with the Chief of Police to seek modification of the Department's decision. The meeting with the Chief of Police shall be governed by procedures applicable to meetings governed by the case of *Skelly v. State Personnel Board*. Accordingly, this shall not be an evidentiary, trial-type administrative hearing, there shall be no right to subpoena documents for witnesses, there shall be no rights to discovery, although the Department shall provide the subject employee with a written explanation for the Department's determination. The subject employee may exercise this option by serving the Office of the Chief of Police with a written request for such a meeting, not later than five (5) calendar days after receipt by the employee of notice of the intended reassignment. The requested meeting with the Chief of Police shall be conducted not later than five (5) calendar days after the written request for the meeting is served. The determination of the Chief of Police shall be final, and there shall be no other administrative process, by which to contest the Chief's determination. It is agreed that the appeal process described herein for the rotational officer positions complies with the "administrative appeal" provisions of Government Code Section 3304(b). However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

Assignment to the rotational position shall be at the discretion of the Department, following completion of an in-house interview process to be conducted and staffed as determined by the Department. Neither the examination process nor the results thereof shall be subject to any administrative appeal process or challenge. However, eligibility to participate in the rotational interview process shall be limited to those individuals classified as police officers who have at the time of the interview, completed three (3) consecutive years of service classified as a sworn peace officer, the last two (2) years of which were served as a sworn police officer in the employ of the City of Pasadena. However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

4. **ADDITIONAL MODIFICATIONS TO TERMS AND CONDITIONS AFFECTING INVESTIGATOR CLASSIFICATION**

In addition to the above changes in terms, conditions and title of the investigator position, the following changes shall be implemented regarding the newly titled “corporal” position:

1. Unless otherwise specifically provided for in the MOU, corporals assigned to any division, section or unit shall likewise receive no assignment-related premium compensation over and above the base salary assigned to said corporal’s pay-step within the corporal range.
2. Prior to and during the meet and confer process for the 1998-99 fiscal year and thereafter, six (6) individuals classified as a police officer, have been and are assigned to perform rotational duties in the investigative services division. Pursuant to the 1996-98 MOU, said police officers are receiving premium compensation at Steps 4 and/or 5 of the corporal (investigator) salary range. any such police officers assigned to perform rotational duties in the investigative services division on the date that this MOU is adopted by the City Council shall continue to receive said premium compensation for the duration as their rotational duty assignment. Any individual classified as a police officer who is assigned to perform rotational duties after the adoption date of this MOU shall receive no premium compensation, and instead shall be compensated at the base salary level attendant to the classified position of police officer.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

PASADENA POLICE OFFICERS

CITY OF PASADENA

ASSOCIATION

AUTHORIZED MANAGEMENT
REPRESENTATIVES

Robert Mercado
President, PPOA

Cynthia J. Kurtz
City Manager

Darryl Harris
Negotiating Team

Karyn S. Ezell
Director of Human Resources

Julianna Finney
Negotiating Team

Bernard K. Melekian
Police Chief

Dennis Diaz
Business Representative

Arthur Chavez
Human Resources Manager

Approved as to form:

City Attorney's Office

Date