MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN

THE CITY OF PASADENA

AND

PASADENA FIRE FIGHTERS ASSOCIATION, LOCAL 809

AUGUST 24, 2004 THROUGH AUGUST 25, 2009

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MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF PASADENA

AND

PASADENA FIRE FIGHTERS LOCAL 809 August 24, 2004 through August 25, 2009

PREAMBLE

- A. The Pasadena Fire Fighters, Local 809, a recognized employee organization, hereinafter referred to as the Union, and the City of Pasadena, a Public Agency, hereinafter referred to as City, have been meeting and conferring consistent with Section 3500, et al, of the Government Code and have reached agreement.
- B. It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all contractual rights and obligations as negotiated by the parties.
- C. It is recognized by the signatories to this Memorandum of Understanding and Agreement representing the Public Agency and the recognized Employee Organization that this Agreement has been entered into pursuant to Section 3505.1 of the California Government Code.

I. RECOGNITION

A. In accordance with State law, the provisions of the Employer-Employee Labor Relations Resolution No. 555, and the secret ballot election conducted on June 19-21, 1978 in conformance with Section 3507 of the California Government Code (the *Meyers-Milias-Brown Act*), the City recognizes the Union as the exclusive representative bargaining unit for the following classifications: Fire Captain I, Fire Engineer, Fire Fighter I and II and Fire Prevention Specialist.

Such representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment.

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 August 24, 2004. This Memorandum shall remain in effect through August 25, 2009.

B. This Memorandum is in all respects to the provisions of the Pasadena City Charter, and laws of the State of California. A decision by the City pursuant to the City Charter that has a direct impact on the wages, hours or conditions of employment of those represented by the Union will be discussed with the Union prior to the implementation of such decision. This section does not preclude employees from raising grievances pursuant to the grievance procedure concerning such decision.

III. SCOPE (Management Rights)

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

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

Union Representation

The designated Union officers and stewards shall be permitted to engage in contract disputes during the life of the Agreement, and the representation of employees including the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:

- A. Discuss with an employee or employee representative a grievance or complaint.
- B. Make inquiries in order to obtain relevant information, including payroll information, related to a grievance or other concern relating to wages, hours, and working conditions, including discussions with supervisors, other employees or other management officials.
- C. Assist employees in preparation for, or represent employees in meetings with management, the appeal and review steps of the grievance procedure or in arbitration.

D. Meet with supervisors or other management officials with respect to any matter related to wages, hours or working conditions, and other matters mutually agreed upon; or to prepare for such meetings.

Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated officers and other representatives will be allowed reasonable time to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is, however, to the requirement that when any such designated Union officer or representative is representing an employee, he will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of his/her arrival at the work place, the supervisor in charge will advise the officer or steward the reason why he cannot do so and the time when the employee will be available.

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

E. UNION REPRESENTATIVES

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

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

F. BULLETIN BOARDS

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

IV. NON-DISCRIMINATION

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

V. NO STRIKE

- A. The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services.
- B. No employee of the City of Pasadena shall instigate, participate, afford leadership to a strike against the City of Pasadena, or engage in any form of concerted action to withhold service from said City. Participation in any such strike or concerted action against the City shall constitute cause for discharge.
- C. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of the employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

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, and if required, 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 a court of competent jurisdiction or other established governmental administrative tribunal or board, such invalidation shall not affect the remaining portions of this Memorandum.

VIII. IMPASSE

Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, the parties agree to resolve the impasse dispute(s) in accordance with State law and City impasse procedures.

SECTION B

DIRECT WAGE PAYMENTS

I. PAY FOR TIME WORKED

A. CLASSIFICATION STEP SCHEDULE

1. The schedule of compensation rates for the classifications indicated in Exhibit I reflect the following increases (effective August 1, 2005):

a.	Fire Fighters	10.7%
b.	Fire Engineers	9.1%
c.	Fire Captains	9.8%

2. The salary increases reflected in subsection 1 above were adopted using the following formula:

The parties agree that the benchmark classifications Fire Fighter II, Fire Engineer, and Fire Captain I will be competitive in the market no lower than the top 25th percentile. On 10/02/06, 10/01/07, and 10/14/08, if any one of the said classifications is below the top 25th percentile based on top step base salary plus the City's contribution towards the employee's cost of retirement and EMT pay in the attached agency survey (See Exhibit II), the salary schedule for the affected classification(s) will be increased accordingly. The top 25th percentile is defined as the total of the salary plus retirement contributions plus EMT pay of the midway point between the 4th and 5th highest paid jurisdiction of the 17 survey agencies (see Exhibit II), within \$20 per month. Any adjustment made to the Fire Fighter II hourly rate shall also be provided to the hourly rates of Fire Fighter I. Any adjustment made to the Fire Engineer hourly rate shall also be provided to the hourly rates for Fire Prevention Specialist. (The calculations will be done in accordance with the wage adjustment examples of Exhibit III.)

In the event that any one of the survey cities whose contract has expired with the respective fire fighters union has not reached a settlement on base wages by August of the year in issue, a projected increase will be applied for that agency to the base rate of the comparable classification equal to the most recent CPI data available for a 12-month percentage change, not to exceed 5.5%.

3. <u>Shift Employees</u> - Under the current schedule, shift employees work an average of 56 hours per week and are compensated for 57.5 hours per

- week. Such compensation shall be included as compensation for retirement purposes.
- 4. <u>40-Hour Employees</u> Effective July 22, 1985, the Classification Salary Step Schedule for all employees regularly assigned to work a 40-hour work week was increased 2.7% above that of shift employees, since 40-hour employees are not governed by the 7-K provision and do not receive premium pay for regularly scheduled hours of work.

B. RETIREMENT CONTRIBUTION

Effective October 2, 1995, the City shall contribute 9% of the employee's contribution towards retirement. All such City contributions made under this section shall be deemed to be member contributions under the Pubic Employees' Retirement System 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. OVERTIME

- 1. Recall Personnel Employees recalled on a voluntary or mandatory basis shall be compensated at the time and a half pay at the 56 hour per week rate for the time worked. No such personnel shall be called in for less than a four (4) hour work period.
- 2. Basis for Recall Employees recalled on a mandatory or voluntary basis to fill vacancies shall be called back on a rank for rank basis. Determination of rank shall be made by filling the vacancy which has precipitated the callback. The City will not cancel pre-scheduled acting assignments based upon this section.
- 3. Court Appearance A shift employee called in on a scheduled day off to be present in court in connection with the performance of his/her duties shall receive overtime compensation for actual hours worked with a two hour minimum, at the 40 hour per week time and one-half rate.
- 4. 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.
- 5. Employees assigned to the Fire Investigator 40-hour position may accumulate in-lieu time to a maximum of 200 hours. However, only emergency call-in or other overtime mandated by the Fire Chief may be banked as in-lieu time and only at the discretion of the Fire Chief. Such in-lieu time shall be at time and one-half and scheduled at the discretion of the Fire Chief. All other overtime will be paid.

D. FIRE AND ENVIRONMENTAL SAFETY BONUS

The City will provide a graduated bonus pay for 40-hour employees regularly assigned to perform fire and environmental safety division functions, and other specialized duties. The bonus pay schedule shall be applied at the discretion of the Fire Chief or his/her designated representative.

Effective August 9, 2004 the bonus pay schedule shall be 10% of base salary.

E. PARAMEDIC BONUS

- 1. Employees Receiving Paramedic Bonus (as of the Ratification Date of this Agreement) and Those Who, with the Concurrence of the Department (as of the Ratification Date of this Agreement), are in the Process of Re-Licensing as a Paramedic shall receive a bonus pay in accordance with the following. Paramedic pay and assignments may be removed for cause.
 - a. Employees holding the classifications Fire Fighter or Fire Engineer who hold a valid certification from the California State EMS authority as an EMT-Paramedic shall receive a bonus pay as follows: \$500 per month upon initial license; \$850 per month effective on the first pay period after the Council adopts this Memorandum of Understanding after completion of the second year as a licensed Paramedic in the City of Pasadena.

Effective August 6, 2007, the amount of the Paramedic Bonus shall increase from \$850 to \$875 per month.

Effective August 5, 2008, the amount of the Paramedic Bonus shall increase from \$875 to \$900 per month.

Based upon individual merit and experience, the Fire Chief may approve a certification bonus up to the maximum provided for in this section.

- b. Employees assigned to non-shift work (i.e., fire prevention, etc.) shall continue to receive the paramedic bonus in lieu of any other special assignment pay (provided that it is the higher bonus) if they maintain their certification.
- c. Employees who are no longer subject to assignment as a Paramedic will not be eligible for the bonus.
- d. Captains qualified pursuant to the criteria set forth above shall receive one half (1/2) of the bonus amounts listed above. Such

individuals may be assigned up to twelve (12) shifts per quarter to work as paramedics. If assigned in excess of twelve (12) shifts, they will receive the full bonus for that quarter. Quarterly time periods shall be based on the calendar year period that is January through March, etc.

- e. Certification as a Paramedic is a condition of employment for those employees who were hired after April 1, 2004 to be a Paramedic.
- f. Paramedic assignments are based on Department needs. Accordingly, the Department reserves the right to remove an employee from an assignment for any bona fide operational reason, including unsatisfactory performance.

F. MOVIE DETAIL

Effective the first pay period following the Council's adoption of this Memorandum of Understanding, employees classified as a Fire Fighter, Fire Engineer, or Fire Captain I will receive \$55 per hour when assigned to work a movie detail. The minimum payment shall be 4 hours at the straight time rate. If the event is canceled after noon of the day previous to the event, employees shall receive the 4 hour minimum.

G. SPECIAL EVENTS

Compensation for special events will be at time and one half of the forty hour rate for top step Fire Fighter, plus the applicable bonus for Paramedics. Fire Captains assigned to work as a Captain shall receive time and one half of the top step Fire Captain forty hour rate.

Employees who receive a same day cancellation for a special event shall be paid a four hour minimum at the straight time rate.

H. BILINGUAL PAY

Employees shall be eligible for bilingual pay pursuant to the City's bilingual policy.

Under this policy, effective on the first pay period after the City Council adopts this Memorandum of Understanding, employees assigned to shift work will receive bilingual pay at \$140 per month provided the employee passes the City's bilingual proficiency test. Employees assigned to non-shift work will receive bilingual pay if the employee passes the bilingual test, in regular contact with the public and subject to utilizing their bilingual skills. Temporary reassignments to non-public positions will not disqualify an otherwise qualified employee from receiving bilingual pay.

Other languages may be added as the need arises.

I. EMT-D BONUS

Effective August 4, 1997, the EMT bonus for qualified unit employees, excluding Paramedics, shall be a total of four percent (4%) of base pay.

J. POST RETIREMENT MEDICAL TRUST FUND

Effective July 1, 2004, an amount equal to three percent (3%) of base pay shall be provided to all bargaining unit members. The Association shall have the option of designating these funds to 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.

K. EDUCATION PAY

Effective February 10, 2003, bargaining unit employees holding an Associate of Arts degree from an accredited college shall receive an Education Bonus of \$175 per month, and bargaining unit employees holding a Bachelor's degree from an accredited college or university shall receive an Education Bonus of \$275 per month.

L. URBAN SEARCH AND RESCUE (USAR) BONUS

Effective on the date that the Council adopts this MOU, employees in this Unit who are on the USAR assignment shall receive a USAR bonus of \$200 per month. However, employees who do not have a valid Class A Driver's License will not be entitled to receive the \$50 per month increase to their USAR bonus. The USAR bonus shall be limited to 36 employees (12 per shift) at any one time.

It is understood that employees on the USAR assignment are required to meet regional task force criteria as established by Office of the Emergency Services. Further, effective January 1, 2007, employees on this assignment are required to have a valid Class A Driver's License.

II. PAY FOR TIME NOT WORKED

Part time employees regularly working at least one-half time or more shall be allowed one-half of the vacation, sick leave, holiday, and bereavement leave benefits provided regular full time employees.

A. VACATION

Vacation benefits shall be provided in accordance with paragraph 3 of this section and 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 shall authorize pay in lieu of vacation, or allow accumulation of more than two (2) vacation periods.

1. Vacation Period and Carry-over

- a. No vacation shall exceed three (3) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than two (2) vacation periods. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. If the employee is unable to use the additional vacation due to illness or disability, then the City Manager shall authorize pay in lieu of vacation or additional
- 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. Vacation shall be a minimum of one (1) full shift unless other arrangements are approved by the department head.

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 is terminated shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

3. 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 (6) months of such service, nor more

than the number of hours in any calendar year shown in the following schedule:

<u>Upon Completion of</u>	Shift Employees Annual Vacation	Non-shift Employees <u>Annual Vacation</u>
6 months of continuous service	3 shifts	48 hours
1 through 5 years of continuous serv	ice 6 shifts	96 hours
6 years of continuous service	6 ½ shifts	104 hours
7 years of continuous service	7 shifts	112 hours
8 years of continuous service	7 ½ shifts	120 hours
9 years of continuous service	8 shifts	128 hours
10 years of continuous service	8 ½ shifts	136 hours
11 years of continuous service	8 ½ shifts	136 hours
12 years of continuous service	8 ½ shifts	136 hours
13 years of continuous service	8 ½ shifts	136 hours
14 years of continuous service	8 ½ shifts	136 hours
15 years of continuous service	8 ½ shifts	136 hours
16 years of continuous service	9 shifts	144 hours
17 years of continuous service	9 ½ shifts	152 hours
18 years of continuous service	10 shifts	160 hours
19 years of continuous service	10 ½ shifts	168 hours
20 years or more of continuous servi	ce 11 shifts	176 hours

4. <u>Vacation Cash-out</u> - If a shift employee takes a minimum of seventy-two (72) hours of vacation during a payroll year, the employee may, with the approval of the Fire Chief or designee, receive cash in lieu of up to seventy-two (72) hours of accrued vacation. Employees eligible for

vacation cash-out shall submit their requests by December 31. Checks will be issued by the second payroll in January of each year and paid out on the basis of the employee's hourly rate at the time of payout. After the vacation cash-out, an employee shall have an accrued vacation balance of at least 72 hours.

5. Employees with the most work seniority will be given priority in approving their requests for time off during the Thanksgiving and/or Christmas holidays. In the event that there is not sufficient coverage for these two holidays, management will assign employees to work the Thanksgiving and Christmas holidays based on inverse seniority in rank.

The provisions for approving requests for time off during the Thanksgiving and Christmas holidays will become effective for the 2007 calendar year.

B. HOLIDAYS

1. <u>40-Hour</u>: The following days shall be observed as holidays for employees regularly assigned to work a 40-hour work week:

January 1; the third Monday in January; February 12; the third Monday in February; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11; the fourth Thursday in November; the day following the fourth Thursday in November; December 25; and any particular day in a given year so designated by the City Council. 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 there of.

Employees scheduled to work a 9/80 work schedule shall be allowed a paid leave of absence of 9 hours on 9-hour work days, and 8 hours on 8-hour work days. All other 40-hour employees shall accrue credit of 8-hours for each holiday.

Employees scheduled to work a 4/10 work schedule shall be allowed a paid leave of absence of 10 hours on 10-hour work days.

Employees shall also be entitled to one floating holiday per year. Holidays which fall on a scheduled day off shall be credited at the beginning of each calendar year to the employee for future time off at the rate of 8 hours for each such holiday. Requests for time off utilizing the floating holiday and holiday credits shall be processed separately from but in the same manner as requests for vacation time off are processed.

2. <u>24-Hour Shift Employees</u>: The following days shall be observed as holidays for employees regularly assigned to work a 24-hour shift:

January 1, the third Monday in January; July 4, the first Monday in September, the fourth Thursday in November, and December 25.

Effective January 1, 1995 the following days shall be observed as holidays for employees regularly assigned to work a 24 hour shift; January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, September 9th, the Monday or Friday nearest to November 11th, the fourth Thursday and Friday in November and December 25th.

3. Fire Department shift employees shall be allowed paid leave of absence of 12 hours for each holiday. In the event any Fire Department shift employee's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such 12-hour leave of absence on the holiday, such person shall receive time and one-half for hours of actual work on such holiday (not to exceed 12 hours), twelve (12) hours per holiday pay at straight time, and straight time pay for that portion of the shift which is not included in the holiday.

If any holiday falls on an employee's day off, he/she shall be compensated by leave of absence of twelve (12) hours with pay on another day or he/she shall receive twelve (12) hours pay at the straight time rate as shall be determined by the head of the department with the approval of the City Manager.

C. SICK LEAVE

The Sick Leave provision may apply under the following:

- 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 illness or injury. Absence authorized for emergency medical or dental examinations shall also be chargeable to personal illness. Absence for non-emergency medical or dental examinations shall not be chargeable to personal illness unless authorized in advance.

2. Procedure for Application

- a. In addition to reporting absences on Telestaff, every employee who is unable to report to work at his/her usual time shall either call, or have someone call, his/her Battalion Chief between 0530 and 0630 hours to report and explain his/her absence.
- b. The department head shall have the authority to approve "application for payment of wages during absence," for all employees, and may require at his/her discretion proper verification of illness.
- c. Employees requesting payment of wages for more than 48 hours or longer shall secure and have "application for payment of wages during absence" signed by their personal physician, osteopath, chiropractor, or Christian Science practitioner attending the employee, and present such application to the Human Resources Department before returning to work.
- d. 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 his/her mobility by his/her attending physician, may request, subject to departmental approval and proper verification, that his/her available sick leave credit be used in substitution for scheduled vacation. In order to receive this benefit, the employee shall:
 - i. Notify his/her department head immediately of any serious disability or confinement and not wait for his/her 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 him/her 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 his/her letterhead as to the time, treatment, and extent of disability may be

used and attached to the above mentioned form on his/her 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 the absence" to the Finance Department.

3. Sick Leave Allowance Provisions

a. Occasional Injury or Illness

i.. Any employee who, on November 1, 1970, is regularly employed and who has not completed six months of continuous service, and any employee who is hired on or after November 1, 1970, and who completes six (6) months of continuous service subsequent to his/her most recent date of hire, shall thereafter be eligible for regular compensation for any occasional or extended illness or injury not arising out of and in the course of his/her employment in accordance with the following schedule:

Length of Continuous Service Maximum Compensation 6 months to 12 months 5 days

ii. Occasional illness or injury as used herein shall be defined as an illness or injury necessitating the absence from work of the employee for a period of less than five (5) consecutive working days. Upon completion of one (1) year of continuous service, and upon completion of each successive year of continuous service, each employee shall be eligible for a maximum of ten (10) days regular compensation for occasional illness or injury not arising out of and in the course of employment.

Emergency medical, dental, eye or ear examinations shall constitute illness as defined in Item C-i of the Sick Leave provisions. In addition, injury to or illness of a member of an employee's immediate family which the employee to be absent from work, shall also constitute occasional illness for the purpose of this subsection provided that such absence shall not exceed four (4) regular working days. Immediate family means spouse, child, parent, brother or sister, or parent of spouse.

iii. In the event an employee, who is eligible for ten (10) days of regular compensation for occasional injury or illness, does not use the maximum days allowed during an anniversary year, the unused portion, not to exceed five (5) days each anniversary year, shall be credited to the employee to be used, if necessary, in addition to the extended sick leave benefit provided in subsection (b).

In the event an employee has used the extended sick leave benefit to which he is entitled under subsection (b) and has used the additional sick leave benefit provided for in this subsection, then the employee shall be permitted to use any remaining occasional sick leave to which he/she was entitled.

b. Extended Injury or Illness

In addition to the benefit provided in subsection (a) hereof, any employee regularly employed who has completed one (1) year or more of continuous service, shall be entitled to regular compensation for extended injury or illness not arising out of and in the course of employment in accordance with the following schedule:

	Additional Regular
	Compensation
Years of Continuous Service	in an Anniversary Year
1 year to 2 years	5 days
2 years to 5 years	10 days
5 years to 10 years	20 days
10 years to 15 years	30 days
15 years or more	50 days

Extended injury or illness as used herein means an injury or illness necessitating the absence from work of the employee for a period of five (5) or more consecutive working days. Satisfactory evidence of the extended illness or injury must be presented before the benefits provided herein shall apply.

D. WORKER'S 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 his/her regular compensation at the time of the 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 Workers' Compensation Appeals Board.

E. MILITARY LEAVE

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

F. BEREAVEMENT LEAVE

Employees absent on leave due to bereavement at the time of death of a relative (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 may be defined as days in which the aggregate time off does not exceed 48 hours for shift employees, or 27 hours for 9/80 work schedule employees or 30 hours for 4/10 work schedule employees, or the equivalent. Bereavement leave is provided separate from the sick leave provision. Under special circumstances, the department head may authorize bereavement time to an employee upon the death of an individual who is not a relative as herein defined.

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-only premiums for a dental care program as provided by the City. For employees who cover dependents, the City shall contribute up to \$57.16 per month for one dependent, and up to \$69.15 for two or more dependents.

During the term of this MOU, if premiums are increased, the City will pick up 80% of the premium increases under the indemnity plan for one dependent, and for two or more dependents. The City contribution for dependent coverage under the HMO plan shall equal the City contribution for dependent coverage under the indemnity plan.

Notwithstanding the above, during the term of this Memorandum of Understanding, the City will not increase its contribution to the dependent coverage dental plans.

C. HEALTH INSURANCE/EMPLOYEE OPTION BENEFIT FUND

During the term of this Memorandum of Understanding, the City will contribute a monthly amount per employee towards the health insurance premium as provided under the Public Employees Retirement System (PERS) Medical Program to eligible employees who enroll in the PERS Medical Program.

Further, effective August 14, 2000, the adjustment to the City's contribution to the Employee Option Benefit Fund (EOBF) is an amount equal to 80% of the average dollar change for the PORAC and Kaiser South plans.

Notwithstanding the above, effective on the date that the Council adopts this Memorandum of Understanding, the City's contribution to the EOBF shall be frozen at \$852.07 until the least expensive family health plan rate is at or above the City's current contribution amount to the EOBF.

The employee does not need to participate in the PERS Medical Program to be eligible to allocate the employee option benefit fund to deferred compensation,

provided however that the employee must present acceptable verification to the Human Resources Department that he/she is covered for health insurance through another source.

D. UNIFORMS

Considering the requirements of Cal OSHA and the desire of the Fire Department to meet those requirements, the following uniform standards have been implemented: New employees will purchase the initial uniforms as prescribed in the Manual, consisting of three pairs of pants, three shirts, and safety shoes. Thereafter, the City will replace said uniforms and safety shoes as a result of normal wear and tear.

The Union agrees that the City will no longer provide a uniform allowance and the Union members will be responsible for proper maintenance and care of said uniforms.

In accordance with PERS regulations, the City will report a uniform value of \$250.00 per year to PERS for compensation purposes for each employee who is provided a City uniform.

E. WORKERS' COMPENSATION

Workers' Compensation benefits shall be the responsibility of the City of Pasadena in accordance with the benefit schedule and ratings under California State law and the Charter of the City of Pasadena.

II. INDIVIDUAL EMPLOYEE COSTS

A. TUITION REIMBURSEMENT

Effective on the date that the City Council adopts this Memorandum of Understanding, full-time employees in this bargaining unit who have completed job related courses from an accredited college or university shall be eligible to receive tuition reimbursement not to exceed \$750 per calendar year. Upon presentation of receipts and grade cards/verification of completion, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.

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

III. RETIREMENT

Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public employees and the Charter of the City of Pasadena.

PERS retirement program includes the following options:

- 3%@55
- Single highest year
- Post Retirement Survivors Allowance
- Military buy-back option
- Fourth Level 1959 Survivors Benefits
- Service Credit for Unused Sick Leave
- Pre-Retirement Optional Settlement 2 Death Benefits

Pursuant to Government Code Section 20965, upon adoption of this MOU by the City Council, the City shall allow unused accumulated sick leave to be converted to additional service credit at time of retirement, at the rate of .004 year of service credit for each day of unused sick leave for all bargaining unit members. The City shall amend its contract with PERS to implement this provision for PERS members.

In accordance with Government Code Section 20636(C)(4), the City shall enact a resolution that designates the 9% Employer Paid Member Contribution as compensation earnable and report it as such for all bargaining unit members.

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.

V. MATERNITY LEAVE/REDUCED WORK WEEK SCHEDULE WITH BENEFITS

For regular full time employees, the City will provide an unpaid leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week for 40 hour employees (28 hours for shift employees). The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.

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.

SECTION D

POLICIES AND PROCEDURES

I. PAYROLL

A. STEP RAISES

The salary compensation plan for Fire Fighter I and Fire II shall consist of a seven-step plan. Steps 1 through 3 designate the salary steps for Fire Fighter I, and steps 4 through 7 designate the salary steps for Fire Fighter II.

Employees hired or promoted to the Fire Fighter I shall be considered for salary step advancement based on satisfactory job performance at the following time intervals:

- Step 1 Upon successful completion of basic training
- Step 2 Six months after the Step 1 increase
- Step 3 Six months after the Step 2 increase
- Step 4 Six months after the Step 3 increase and successful completion of probation
- Step 5 Six months after the Step 4 increase
- Step 6 One year after the Step 5 increase
- Step 7 One year after the Step 6 increase

A Fire Fighter I will be eligible for the Fire Fighter II classification upon successful completion of a one year training period, or demonstration of the knowledge skills and abilities necessary to perform the full scope of responsibilities at the Fire Fighter II level.

Employees hired or promoted to Step 1 of the classification Fire Engineer or Fire Captain shall receive the step 2 salary at the successful completion of six months. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

- Step 3 6 months after the Step 2 increase
- Step 4 1 year after the Step 3 increase
- Step 5 1 year after the Step 4 increase
- 1. When an employee is promoted to a higher level classification they shall be placed on the step of the salary range of the higher level classification which provides a salary increase that is higher than the salary of the highest paid subordinate.

2. Notwithstanding anything in this section, the City Manager may approve appointment at a higher step within the compensation schedules.

B. TEMPORARY ASSIGNMENT

Employees may be temporarily assigned to perform the duties of a higher classification without additional compensation for up to eight (8) hours.

When an employee is assigned for more than eight (8) hours on a temporary basis to the duties of a higher classification, and such employee assumes the full duties and responsibilities of the higher classification, he/she shall receive additional compensation as follows, not to exceed the existing top step:

Temporary Assignment to:

Fire Captain I - .80 cents per hour Fire Engineer - .70 cents per hour

When there is a current eligibility list, an employee will be selected from that list whenever possible.

Effective August 1, 1996, no more than one (1) employee on any one shift shall be assigned to work as acting Captain; no more than one (1) employee on any one shift shall be assigned to work as an acting Engineer. Acting Captains and acting Engineers shall not work together.

The City reserves the right to reopen on the issue of modifying temporary assignments during the term of this Agreement.

C. PAYROLL DEDUCTIONS AND DUES

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

II. DISCIPLINE

The City shall have the right to discipline and discharge employees for cause. Disciplinary actions will be consistently applied, taking into consideration the nature of the cause, the work history of the employee, and past disciplinary actions taken for similar cause. Work assignment will not be used as a disciplinary action.

Disciplinary procedures will be in accordance with State law and the employee and the Union will be notified of the proposed action in writing and informed of his/her rights to

representation and grievance. The employee may request that the Union not be so notified.

III. PROBATION

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

The City shall have the right to discipline probationary employees for reasonable cause. Probationary employees shall not be disciplined up to and including termination for reasons which are arbitrary, capricious or discriminatory. The probationary employee shall receive a notice of the action or proposed action, the reasons for such action, and an opportunity to respond within five calendar days in writing and/or in person to the Fire Chief.

Sworn personnel of the Fire Department shall serve an initial probation period of 18 months.

An employee who is promoted from a classification to another classification with a higher salary schedule shall serve a promotional probation period of twelve months. Employees who are unable to satisfactorily perform the duties of a promotional position during the probationary period shall be returned to the classification from which promoted.

With proper documentation, the Director of Human Resources may approve the extension of the training period for a maximum of six months if a Fire Fighter I is unable to fully assume the responsibilities at the Fire Fighter II level within one year.

IV. RULES

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

V. STATION EXPENSES

The City will assume the expense of the basic monthly telephone charge for a telephone for each fire station. An amount equal to the total of such basic charge shall be forwarded quarterly by the City to the Secretary-Treasurer of the Fire Fighters Association.

The City will provide six (6) sheets and three (3) pillow cases to current employees in the classifications listed in Exhibit I. Employees will be responsible for the maintenance and care of their own linen. The City will replace said linens as a result of normal wear and tear.

The City will provide an appropriate supply of dish towels to employees, and install and maintain one each, washer and dryer at one fire station for the purposes of laundering the supply of dish towels for each fire station.

VI. JOB CLASSIFICATIONS

If the City is considering a change in the content of existing job classifications, or in establishing new job classifications, the City will discuss such changes with the Union prior to implementation of such change and will meet and confer on the impact that the change will have on wages, hours or conditions of employment.

VII. GRIEVANCE

A. DEFINITION

- 1. <u>Grievance</u> 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 conditions of employment.
- 2. <u>Employee</u> 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. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
 - a. Be self represented
 - b. Be represented by another person

3. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that the representative shall be governed by this 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.
- 4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
- 5. A general grievance regarding interpretation and implementation of the 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.
- 6. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
- 7. This is the sole and exclusive method for resolving grievances.

C. GRIEVANCE PROCEDURE

1. Step 1

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 he/she deems necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within (12) 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, there shall be submitted in writing the specific grievance and areas of disagreement, on forms provided, to the department head, within eight (8) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

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 may be made. Except, oral 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, the employee may be assisted by a representative in the appeal.

Within fourteen (14) calendar days of the written decision at Step 2, the employee and the City must each deposit a fee with the City Clerk as a good faith indication of readiness to proceed to arbitration. Such deposit shall be used to secure a list of arbitrators from the American Arbitration Association or other mutually agreeable organization. The deposit shall be paid equally by the employee and the City. Failure to proceed with arbitration shall cause forfeiture of the deposit with the money donated to A.I.D.

Within ten (10) calendar days after receiving the notice of 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 five (5) calendar days following the meeting to prepare the issue(s) statement, the parties shall request the American Arbitration Association to submit to a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

Within five (5) calendar days following receipt of the list of arbiters, the parties shall meet to select 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 shall render a written opinion within 30 days following the close of the hearing unless the period has been mutually extended in writing. The opinion, which shall be bound by the present 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 (City Manager), 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 by letter whether or not he 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.

There shall be no arbitration of oral reprimands. The decision at Step II shall be the final administrative step.

VIII. LAYOFF

A. DEFINITION

<u>Layoff</u> is defined as any involuntary separation wherein management eliminates a job without prejudice to the incumbent.

B. PROCEDURE

- 1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition.
- 2. Within the bargaining unit, individuals will be laid off based upon seniority.

<u>Seniority</u> is defined, for purposes of layoff, by the employee's continuous service employment date.

- 3. The layoff priority of employment categories, shall be as follows:
 - a. Temporary or provisional employees
 - b. Probationary, regular, 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 based on a 40-hour work schedule are defined as "full-time")
- 4. When a reduction in staff is anticipated, the City shall notify the affected employee and the Union as soon as possible in order that appropriate procedures may be initiated.

- 5. Employees who are laid off shall be placed upon a Fire Department recall list. All vacancies within a job classification on for which the employee is qualified shall be filled from the recall list prior to using the regular eligible or rehire lists.
- 6. Employees, to avoid layoff, may accept a transfer to another City position if qualified.
- 7. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department.
- 8. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
- 9. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on a seniority basis when opening occur in the Fire Department, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
- 10. Employees who cannot be placed, and must be laid off, shall have their names placed on a recall list and shall be eligible as follows:
 - a. To compete in promotional examinations for which they are qualified for a period of 24 months.
 - b. To hold recall rights for a period of 24 months and be eligible for any vacancies which may occur during this period in the Fire Department, provided that the employee is able to perform the duties of the job.
- 11. Those employees holding a classification in this unit as of January 23, 1984 who must be laid off shall receive a severance pay benefit based on the considerations:
 - a. Severance pay shall be at the rate of 70 percent of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular

employment, to a maximum of six payments. Severance pay will be reduced by the amount of unemployment compensation, if any, received by the employee so that the total payment does not exceed 70 percent of monthly salary.

- b. Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
- c. Employee must have completed at least one year of service before being entitled to this severance pay.
- d. If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoff.
- e. Health insurance contributions shall be continued for those laid off employees for the time they are eligible for severance pay pursuant to this section.
- f. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - 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 state for a maximum of 24 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
 - 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 24-month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
- g. In the event of death of an employee while receiving severance pay, such payment shall cease.
- h. Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
- i. Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
- j. Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to secure continued financing of projects supported by other agencies such as federal funded programs.
- 12. Provisional or temporary employees separated by the City shall have no reemployment rights, but shall be returned to their former place on the eligible list.
- 13. 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.
- 14. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
- 15. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.
- 16. 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.
- 17. Recall List: The Human Resource Department will automatically establish a recall list for a period 24 months:
 - a. All departments where classifications exist which are on the recall list, will be notified of the employee's availability.
 - b. Individuals on the recall list will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists -- promotional or open competitive -- are used.

IX. DUTY HOURS

- A. Duty schedules are defined as an employee's regularly assigned hours of the day and days per week.
- B. Duty time for persons employed on a shift basis in the Fire Department shall be 9 twenty-four (24) hour shifts during a 27 day period, calendar or fiscal year notwithstanding. Each shift is the equivalent of two 12-hour days. A work period shall be defined as 27 days.
- C. <u>Shift</u> –One shift is 24 consecutive hours over a two-day period from 7 a.m. on the first day to 7 a.m. the second day.
- D. Hourly rates are based on a duty week of 56 average
- E. Day A day is defined as one half of a 24 hour shift.
- F. Should the City consider a change in the starting time of a shift from the current 7:00 a.m. starting time, the Union agrees to meet and confer with the City on the proposed change. The City agrees not to change the starting and ending time of a shift unless both parties mutually agree to the change.

X. WORK SCHEDULES

A. NON-SHIFT EMPLOYEES

In the event that a 9/80 work schedule is implemented as a regular work schedule in applicable work units, employees who are regularly scheduled to work a 9/80 work

schedule shall be entitled to paid leave benefits based on a nine-hour day for holidays and bereavement.

B. 4/10 WORK SCHEDULE

The Department will continue a 4/10 work schedule in the Fire Environmental Safety Division subject to the following conditions:

- 1) The City shall have the right to end the schedule (revert to a 9/80 schedule) at any time during the term of this agreement, subject to the Union's right to meet and confer over the impact of such reversion.
- 2) Time off will be accrued at the same rate as in a normal 5/40 schedule (8 hours equals one day) and will be charged based on hours used, the exception would be bereavement at 10 hours a day.
- 3) The normal work day will commence at 7:00 AM and end at 6: 00 PM with a one hour unpaid lunch period.
- 4) The Department may flex work schedules modifying the starting and stopping times by up to two hours; up to once a week per employee.
- 5) The schedule shall provide for five day (Monday through Friday) coverage. Employees shall work four consecutive days; with three consecutive days off.
- 6) Upon the request of either party; a meeting(s) shall be scheduled to discuss any issues arising from implementation of the trial program.

XI. UNPAID LEAVES OF ABSENCE

A. PERSONAL LEAVE

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

B. JURY DUTY LEAVE

- 1. If an employee receives any communication from a jury commissioner, the employee shall inform his/her or her supervisor of such communication as soon as possible thereafter.
- 2. In the event an employee is called to jury duty, the City shall grant paid leave up to a maximum of ten (10) court days. The City reserves the right to convert an employee to a day shift schedule during the employee's jury duty.

XII. TEMPORARY FIRE FIGHTER

At the discretion of the Fire Chief, a Fire Fighter I may be hired on a temporary basis to supplement the work force. A temporary Fire Fighter I shall not replace the position of a full-time regular employee (Fire Fighter I or II). A temporary Fire Fighter I shall be utilized within the terms of the following mandatory guidelines:

- 1. Shall supplement the work force in response to absence caused by vacation, or a long term injury on duty, or sick leave.
- 2. Shall only be utilized as a fourth or fifth person on a company, and shall be under direct supervision.
- 3. Shall be limited to a maximum of two temporary Fire Fighters per 24-hour duty shift.
- 4. The number of shifts that temporary Fire Fighters may be utilized shall not exceed 500 per fiscal year.

XIII. PHYSICAL FITNESS

Effective January 1, 2007, employees in this bargaining unit will be required to participate in the physical fitness/wellness program. In accordance with existing Fire Department policies and guidelines on physical fitness and consistent with operational priorities as determined by management, employees will be provided adequate time to participate in its physical fitness program.

XIV. ALCOHOL AND SUBSTANCE ABUSE PREVENTION

It is the responsibility of the City, the PFFA, and employees to maintain a safe, healthy and productive work environment. Therefore, employees shall not report for work under the influence of drugs, or alcohol, nor use or possess alcohol or illegal substances while at work, nor have their ability at work impaired as a result of the use of drugs or alcohol, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and a danger and liability to employees and the City.

"Under the influence of drugs or alcohol" means the use of alcohol or any illegal substance, or misuse of a prescribed drug, in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or City equipment safely.

It is the responsibility of the employee to notify their supervisor before beginning work when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.

The parties agree to take all necessary steps to fulfill these responsibilities and minimize potential dangers.

The City of Pasadena has established an Employee Assistance Program to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who have job performance problems related to alcohol or drug abuse may also be referred to the Employee Assistance Program by the department administration.

The parties to the MOU hereby adopt and support the Drug and Alcohol Prevention Policy attached to this MOU as Exhibit V.

XV. TRANSPORTATION DEMAND MANAGEMENT PROGRAM-PRIDESHARE II

MODE EMPLOYEE PAYS

Solo Driver Clean Air Trip Reduction/Parking Automatic payroll deduction \$17.50 per pay period. Shift employees will pay one-half of the solo driver fee (\$17.50 per month or \$8.75 per pay period).

\$35/mo Fee

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

Ridematching

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 (Max.)

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

XVI. VACATION

The Fire Department shall maintain vacation usage policies as follows:

- 1. During the period from October through May, (except December) a total of 5 personnel shall normally be allowed to schedule vacation at any one time.
- 2. During the period from June through September and in the month of December, a total of 4 personnel shall normally be allowed to schedule vacation at any one time.
- 3. Of the total numbers allowed off above, no more than 2 Captains and 3 Fire Engineers shall be allowed off. Effective August 1996, a maximum number of 2 Fire Engineers shall be allowed off.

XVII. EMT-D

Effective immediately, the certification to the EMT-D level will be a minimum job requirement for represented classifications. The City shall continue its efforts to assist employees in obtaining and maintaining the EMT-D certification.

XIII. LIGHT DUTY

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

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 forty-five (45) calendar days unless a longer period of time is approved by the Fire Chief. Unless approved by the Fire Chief, no employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off-duty for more than forty-five (45) days.

EXHIBIT I - A

PASADENA FIRE FIGHTERS SCHEDULE OF COMPENSATION RATES (40-Hour Rates)

Effective August 01, 2005:

Classification	Step 1	Step 2	Step 3	Step 4	<u>Step 5</u>	Step 6	Step 7
Fire Captain I	37.36	39.74	42.08	44.39	46.74		
Fire Engineer	31.93	33.94	35.97	37.97	39.90		
Fire Fighter I	22.24	24.00	27.87				
Fire Fighter II				30.31	32.07	33.75	35.57
Fire Prevention Specialist	33.56	35.65	37.78	41.96	44.12		

Hourly rates are based on a work week of 40 hours.

N/A means not applicable.

Effective October 2, 1995, the City contributes 9% of the employee's contribution towards retirement.

EXHIBIT I - B

PASADENA FIRE FIGHTERS SCHEDULE OF COMPENSATION RATES (56-Hour Rates)

Effective August 01, 2005:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Captain I	26.02	27.60	29.24	30.84	32.50		
Fire Engineer	22.19	23.59	25.04	26.37	27.77		
Fire Fighter I	15.44	16.72	19.37				
Fire Fighter II				21.04	22.27	23.52	24.73

Hourly rates based on work week of 56 average hours worked.

Consistent with FLSA 7K exemption, employees are compensated for 3 of the 56 regularly scheduled hours per week at the time and one-half rate.

Shift Schedule: 56 average hours per week, 243.58 hours per month, 2,923 hours per year

EXHIBIT II

List of Survey Cities

- 1. Alhambra
- 2. Arcadia
- 3. Burbank
- 4. Culver City
- 5. Downey
- 6. El Segundo
- 7. Glendale
- 8. Long Beach
- 9. Los Angeles City
- 10. Los Angeles County
- 11. Monterey Park
- 12. Monrovia
- 13. San Gabriel
- 14. Santa Monica
- 15. South Pasadena
- 16. Torrance
- 17. West Covina

EXHIBIT III

WAGE ADJUSTMENT EXAMPLES

EXAMPLE #1 - August 15, 1988

Hourly rate on August 14, 1988 for the Fire Captain I (Top Step)		
	\$17	7.07
Guarantee 4.0% raise effective August 15, 1988	+	.68

*Using the Consumer Price Index for Los Angeles-Long Beach, Series A, with a 1967 base, for Urban Wage Earners and Clerical Workers, an index number of 336.3 has been established for the month of June, 1987. EXAMPLE: The index number for the month of June, 1988 has been established at 353.2.

MONTH	YEAR	INDEX
June	1987	336.3
June	1988	353.12

The index number has increased by 16.9. This equals a 5.0253% increase. All CPI index numbers and CPI wage adjustments shall be rounded to the nearest one-tenth. In place of the guarantee 4.0% raise, a 5.0% raise in the hourly rate shall be effective August 15, 1988.

Hourly rate on August 14 for Fire Captain I (Top Step)	\$1	7.07
5.0% raise effective August 15, 1988	<u>+</u>	.85
	\$1	7.92

**THE 5% RAISE SHALL APPLY TO ALL CLASSIFICATIONS

EXAMPLE #2 - August 14, 1989

Hourly rate on August 13, 1989 for Captain I (Top Step)	\$1	8.20
Guarantee 4.5% raise effective August 14, 1989	. <u>+</u>	.82
-	\$19	9.02

*Using the Consumer Price Index for Los Angeles-Long Beach, Series A, with a 1967 base, for the Urban Wage Earners and Clerical Workers, an index number of 353.2 has been established for the month of June 1988. EXAMPLE: The index number for the month of June, 1989, has been established at 372.4.

MONTH	YEAR	INDEX
June	1988	353.2
June	1989	372.4

The index number has increased by 19.2. This equals a 5.436% increase. All CPI index numbers and CPI wage adjustments shall be rounded to the nearest one-tenth. In place of the guarantee 4.5% raise, a 5.4% raise in hourly rate shall be effective August 14, 1989.

**The 5.4% raise shall apply to all classifications.

EXAMPLE #3 - OCTOBER 1998 MARKET ADJUSTMENT PROCESS

Hourly rate on October 11, 1998 for Fire Captain (Top Step) is \$23.10. The hourly rate multiplied by the hours per month (243.583) results in a monthly base for this position of \$5627.

The City of Pasadena pays 2% of salary toward a post retirement medical trust:

$$$5627 \times .02 = $113$$

The total of the monthly base pay plus the City's 2.0% contribution toward a post retirement medical trust equals:

$$$5627 + 113 = $5739$$

The City of Pasadena also pays the employee's portion (9%) to the retirement system:

$$$5627 \times .09 = $506$$

The City of Pasadena also pays 4% of the employee's salary to those who possess an EMT-D certificate:

$$$5627 \times .04 = $225$$

The total of the Pasadena monthly base, the 2% post retirement medical trust contribution, the 9% retirement payment, and the 4% EMT-D certificate pay shall be used as the amount for survey purposes. This amount shall be known as the survey total.

$$$5739 + 516 + 230 = $6485$$

If on October 12, 1998 any one of the Pasadena classifications survey totals are below the top 25th percentile (as defined in the MOU) of the 18 agency survey, then an increase shall be applied to the applicable classifications, to be effective on October 12, 1998.

EXAMPLE: The top 7 agencies on October 11, 1998, in the position of Fire Captain I are:

1.	CULVER CITY	\$7028.00
2.	L.A. COUNTY	6994.00

3. SANTA MONICA 6955.00

4.	BURBANK	6781.00
5.	L.A. CITY	6761.00
6.	LONG BEACH	6504.00
7.	PASADENA	6485.00

If you subtract Pasadena's amount from the midway point between positions #4 and #5, which is the top 25th percentile point, you will find it will take an additional \$286.00 to match that position. The \$286.00 equals 4.4% of Pasadena's \$6485.00. For this example, the Fire Captain's hourly rate would be increased by 4.4%, to reposition Pasadena into the top quarter of the market place. This increase shall be effective October 12, 1998.

This same survey and adjustment shall be completed for the Fire Engineer and Fire Fighter II classifications represented by the PFFA, and shall be effective on October 12, 1998. Adjustments negotiated for the Fire Fighter II classification shall be applied to the Fire Fighter I, Paramedic I and Paramedic II classifications.

EXHIBIT IV

City of Pasadena and Pasadena Fire Fighters Association, Local 809 Drug and Alcohol Policy

Article I

Purpose

It is the purpose of this policy to maintain a drug free work environment, to eliminate substance abuse and its effects in the workplace and to ensure that all employees are able to perform their duties safely and efficiently in the interests of the public, the City, their fellow employees and their own interests as well.

Policy

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

Application

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

Article 2

Notice and Education

All bargaining unit employees shall be provided with a copy of this agreement. Newly-hired employees represented by this association shall be given a copy of this agreement

upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The City shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.

All employees including management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any supervisor who has not received appropriate training shall be deemed incapable of having "reasonable suspicion" under this agreement unless such reasonable suspicion is consistent with the criteria outlined in Article 4 - C.

Article 3

Prohibited Conduct and Employee

- 1. No employee shall possess or use any illegal substance or drugs while on duty.
- 2. While on duty, no employee shall bring onto City property or have in his or her possession or ingest any alcoholic beverage, controlled substance or drug, illicit or legal, unless such employee has lawfully been prescribed the controlled substance by his or her physician.
- 3. Employees shall not present themselves for duty while under the influence of drugs or alcohol.
- 4. Determination of "being under the influence of" must be made on a case by case basis as described in Article 4 C.
- 5. The employee shall notify their supervisor of the effects or possible effects of medications or drugs, prescription, which may interfere with the safe and effective performance of equipment. The employee is not required to disclose the name of the drug or the reason for which the drug was prescribed.
- 6. Employees must provide, within a reasonable period of time, bona fide verification of a valid prescription for any potentially impairing drug or medication identified when a drug screen and confirming (Gas Chromatography-Mass Spectrometry) test is positive.

Article 4

Reasonable Suspicion

A. The City may require an employee to submit to a medical evaluation or a drug screen only where the employer has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, and where the specific procedures provided below are followed.

- B. Random, mass or individually scheduled testing of employees for drug or alcohol, which is not based on reasonable suspicion and not performed pursuant to the specific procedures described below, is prohibited by this article of the collective bargaining agreement.
- C. Reports of drug use or aberrant behavior which are not confirmed by specific observations as provided below shall not constitute reasonable suspicion.

"Reasonable suspicion" exists only when all of the following elements are present:

- 1. An employee observes another employee exhibiting aberrant or bizarre behavior, inability to do their job, using an illegal substance at the worksite, possessing drugs or alcohol at the worksite or other signs or symptoms of being under the influence:
- 2. The employee's behavior or symptoms are observed and confirmed by a supervisor;
- 3. The symptoms and/or behavior are of the type recognized and accepted by medical science as being under the influence caused by alcohol or controlled substances; and
- 4. In determining if reasonable suspicion exists the supervisor shall consider other factors (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.) which may explain the behavior of the employee.
- D. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this agreement.
- E. Each supervisor, employee or other witness who observes on-duty conduct tending to establish reasonable suspicion will document in writing the specific symptoms or behaviors observed at the time of the observation. The supervisor must record the date, time and location of their observations.
- F. When a bargaining unit employee has reasonable suspicion that a management or other non-bargaining unit employee may be under the influence or impaired while on duty, the bargaining unit employee or employees may report that suspicion to the next level supervisor (up to and including the Department Head) who is then under an obligation to investigate.

Pre--Testing Procedure

- A. No drug testing or medical evaluation of the employee may be ordered without the written consent of the Fire Chief or designee. When a manager has reasonable suspicion that an employee is under the influence or impaired by alcohol or a controlled substance, he or she shall notify the Fire Chief or designee and provide the information of reasonable suspicion required by Article 4. Upon such notification the Chief or designee shall, if possible, observe the employee exhibiting the suspicion conduct and/or symptoms and shall interview the employee. The suspected employee shall have the right to Union representation during such interview, if he or she requests, and the employee shall be advised of that right by the Chief or his/her designee prior to the interview. The employee and, if applicable, the Union representative shall upon request be given copies of all available documentation of reasonable suspicion and have sufficient time to review these documents before the interview commences. During the interview the Chief or designee shall give the employee the opportunity to explain his or her condition, and the Chief or designee shall keep a record of the interview.
- B. If, after observing and conversing with the employee, reviewing the reporting manager's documentation and fairly considering the employee's explanation, the Chief or designee believes reasonable suspicion exists that the employee is under the influence of alcohol or controlled substance, he/ she may order the employee to undergo drug screening pursuant to the following procedures. Such order shall be in writing, signed by the Chief or designee and provided upon request to the employee and/or the Union.
- C. If reasonable suspicion exists, the employee shall have two options if ordered to submit to a drug test:
- 1. Submit to urine/blood testing for the presence of a controlled substance and release the results to the Director of Human Resources and the Department Head; or:
- 2. Decline testing.
- D. If the drug test results for a controlled substance are positive, the employee will be subject to disciplinary action which may result in discharge.
- E. After careful review of the employee's record, with the approval of the Fire Chief, the employee may elect to enter a drug rehabilitation program. If the employee fails to complete the rehabilitation program the City may initiate disciplinary action up to and including discharge. If returned to his or her former position and will be subject to random testing.
- F. If the employee meets the criteria for reasonable suspicion and refuses to comply with an appropriate order to submit to drug testing the employee must be advised that such

refusal constitutes insubordination and that serious disciplinary action up to and including discharge may result.

Article 6

- A. Employees ordered to submit to a medical evaluation or drug test shall be referred to a designated medical facility The employee shall be driven to the clinic by a person designated by the City and may be accompanied by the Union or other representative if the employee chooses.
- B. The employee shall produce and submit a urine sample or blood specimen or other appropriate specimen for analysis.
- C. The employee can be required to submit urine samples in accordance with appropriate chain of custody procedures. The employee shall, upon request provide a blood sample or other specimen in lieu of a urine sample.
- D. The employee may request that the Union representative be allowed to accompany the employee to the testing site and observe the process consistent with the chain of custody procedures.
- E. The collection of the specimen shall be in accordance with standard protocol procedures. All specimen containers shall be sealed with tamper-proof evidence tape and labeled with the employee's identification number in the presence of the employee and the Union representative, if applicable.
- F. All the testing shall be done by a laboratory certified by the National Institute on Drug Abuse (NIDA) and licensed by the State of California. Such laboratory shall perform such quality assurance measures as will ensure the accuracy of the results it reports.
- C. All samples shall be tested using a screening test such as Enzymes Multiplied Immuno Technology, Thin Layer Chromatography, High Pressure Liquid Chromatography or Antibody! Immunological testing. Following the screening test all positive samples must be subjected to a confirming test using Gas Chromatography-Mass Spectrometry (GC-MS). Both City samples must be determined to be "positive" on the screening and confirmation tests to be deemed positive.
- H. The standard for a finding of "positive" shall be in accordance with the standards established by the U.S. Department of Health and Human Services.
- I. Using scientifically accepted protocol a sample of the urine shall be set aside for independent testing at the employee's request for 180 days.

Interpreting Test Results

- A. The results of the urine or blood test shall be reported to the Fire Chief/ Personnel Director.
- B. If the results are negative, the physician or health care practitioner shall immediately report that fact to the Fire Chief/Human Resources Director. The Fire Chief/Human Resources Director shall notify the affected employee. When results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse.
- C. If the sample is positive, it may be concluded that the employee was recently exposed to the drug. Neither the City nor the physician may conclude that the individual was under the influence on the job on the basis of the test results alone. The City may consider the positive result together with the symptoms observed pursuant to Article 6 above, and form a judgment as to whether or not the employee was under the influence of alcohol or a controlled substance at the time of the test. Such conclusions shall be reported, in writing with the reason therefore, to the employee.
- D. The City shall, if requested, present the employee with a copy of all of the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms and a copy of all materials upon which a disciplinary action is based. If the Union and/or the employee elects not to have a split sample test within 120 hours the City can proceed with appropriate action.
- E. After considering the results of the split test performed for the employee, if presented, the City may impose discipline on the employee in accordance with Article 8, below.
- F. The City may discipline employees in accordance with the Discipline section of the MOU.
- G. Except as provided in Item D (above), the test results and other related lab test reports if any shall be transmitted directly to the Fire Chief/Director of Human Resources and shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Fire Chief/Director of Human Resources. The reports or tests results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.

Voluntary Treatment or Rehabilitation

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

Article 9

Miscellaneous Provisions

- A. Confidentiality. Results of all urine and/or blood tests performed pursuant to this agreement will be considered medical records and will be held in confidentiality to the extent permitted by law.
- B. Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on internal investigation of off duty misconduct.
- C. Interpretation of Policy. Any dispute over the meaning or application of this agreement shall be resolved pursuant to grievance arbitration procedures of the collective bargaining agreement.
- D. No Union Liability. The City agrees to indemnify, defend and hold Local 809 harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.
- E. Conflict with Other Laws. This agreement is in no way intended to supersede or waive an employee's federal or state constitutional rights and/or protections.

Employee Assistance Program

The City and Local 809 encourages the voluntary utilization of Employee Assistance Program (EAP). All EAP contacts are held in strict confidence by the EAP unless the employee requests, through specific written release of information that the Human Resources Director, supervisor, bargaining unit or other parties to be notified.

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

Sick leave can be made utilized for self referral appointments during regular work hours if the employee is unable to schedule them during off duty hours. Any earned leave time may be utilized for EAP participation. If any employee requires additional leave time he/she may request a medical leave of absence subject to approval by the Fire Chief.

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

EXHIBIT V

GAINSHARING

A COST-REDUCTION AND PRODUCTIVITY IMPROVEMENT PROGRAM FOR THE PASADENA FIRE DEPARTMENT

CONCEPT: Employees represented by Local 809 have an opportunity to share in the City savings resulting from their efforts to reduce costs and improve productivity in the areas of (1) sick leave reduction; (2) reduction of new claims for job-related illness or injury with time away from work; and (3) reduction of vehicular accidents causing damage.

	Sick Leave			Lost Time Injury Claims			Vehicle Accidents		
Timeframe	Goal Hours	Used Hours	Cost Savings	Goal Claims Number	Number Incurred	Cost Savings	Goal Claims Number	Number Claims	Cost Savings
4/1/01 - 3/30/02	No more than 40 Per Employee	17449	\$0	No more than 7	12	\$46,000	No more than 3	11	\$0
4/1/02 - 3/30/03	No more than 40 per employee	15332	\$0	No more than 7	20	\$0	No more than 3	5	\$4000
4/1/03 - 3/30/04	No more than 40 Per Employee	11303.25	\$24,172	No more than 7	9	\$115,000	No more than 3	2	\$10,000
4/1/04 - 3/30/05	No more than 40 Per Employee	10447	\$0	No more than 7	13	\$0	No more than 3	0	\$18,736
4/1/05 - 3/30/06	No more than 40 Per Employee	71 per person	\$0	No more than 7	28	\$0	No more than 3	14	\$0

Fire Department Gainsharing Plan

Employees will receive a portion of the savings generated based upon the following table:

Annual Savings	Percent of Savings to Employees
0 - \$100,000	20%
\$100,000 - Above	40%

The following example shows the potential savings to the City and to the employees. This is based on the assumption that the goals outlined in the gainsharing program are met.

Goal 1: Reduce the Hours of Sick Leave Used

Over the past five years (4/1/01) through 3/30/06, employees in the Fire Department have used an average of 72 hours per year in sick leave. Goal 1 is to reduce the number of sick-leave hours used, and to not exceed an average of 40 hours per employee over a 12-month period. If this is accomplished, the cost savings is estimated at \$87,139, which is calculated as follows: 32 hours per employee x 145 employees = 4640 Hours x average hourly rate of \$18.78 = \$87,139.

Goal 2: Reduce New Claims for Job Related Injury of Illness with Time Away from Work (Workers' Compensation)

Over the past five years (4/1/01 through 3/30/06), employees in the Fire Department have averaged 16 lost-time injury claims per year. The average cost of a lost-time claim is \$23,000, not including supplemental pay to the employee while they are off work.

Goal 2 is to reduce the number of claims to 7 over a period of 12 months. The cost savings of reducing new lost-time injury claims to 7 in a 12-month period is \$207,000. This is calculated as follows:

Past 5 Years Experience

16 claims x \$23,000 per claim = \$368,000 cost/year.

Goal: No more than 7 claims in 12 months:

Savings = \$207,000 Total

Goal 3: Reduce Vehicular Accidents Causing Damage

Over the past five years (4/1/01 through 3/30/06), there was an average of 6 vehicle accidents that resulted in damage, either to our own vehicles, or damage to a third party (automobile liability claims). The average cost of each vehicular accident was \$2,000.

Goal 3 is to reduce the total number of vehicular accidents (damage and liability claims) to not exceed 3 accidents in a 12-month period. Achieving this goal will result in a cost savings of \$6,000. This savings is calculated as follows:

Past 5 Years Experience

6 accidents x \$2,000 = \$12,000/year

Goal: No more than 3 accidents in 12 months

3 accidents $x $2,000 = $6,000 \cos t/year$.

Savings = \$6,000 total

IF ALL THREE GOALS ARE MET, THE SAVINGS ARE AS FOLLOWS:

GOAL	TOTAL SAVINGS	GAINSHARE AMOUNT TO EMPLOYEES
Reduce Sick Leave to no more than an	\$87,139	
average of 40 hours per employee in a		
12 month period		
Limit new lost-time injury claims to	\$207,000	
no more than 7 in a 12-month period		
Limit new claims for Vehicular	\$6,000	
Accidents to no more than 3 in a 12-		
month period		
Totals	\$300,139	\$20,000 (20% x \$100,000)
		\$80,055 (40% x \$200,139)
		\$100,055 Gainshare Total
		\$690 Bonus to each employee
		* Bonus is calculated as follows:
		\$100,055/145 employees

NOTE: There is a potential to receive a greater gainsharing bonus than shown above if the goals are exceeded.

PASADENA FIREFIGHTER'S ASSOCIATION LOCAL 809

Neighbor/Customer Service Guide

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

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

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

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

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

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

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

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

Routine Calls Important

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

Competition for Scarce Resources

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

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

Neighbor/Customer Needs

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

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

Neighbors/Customers

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

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

L.L. Bean assumes that a customer:

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

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

Attitudes

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

Internal Brothers/Sisters/Customers

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

Summary

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

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

CITY OF PASADENA PASADENA FIRE FIGHTERS LOCAL 809 AUTHORIZED MANAGEMENT REPRESENTATIVES City Manager President Negotiating Committee Fire Chief Negotiating Committee Director, Human Resources John Scott Human Resources Manager Acgoriating Committee Approved as to form: