Please note: This MOU has been ratified by the Union and adopted by the City Council, but not signed by the parties to date.

Memorandum of Understanding and Agreement

From July 3, 2006 to July 3, 2010

Between

City of Pasadena

and

American Federation of State, County and Municipal Employees

Local 858

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Memorandum of Understanding and Agreement

From July 3, 2006 To July 3, 2010

Between

City of Pasadena

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 858

Preamble

- A. This Agreement entered into by Local 858, affiliated with Council 36, AFSCME, AFLCIO, hereinafter referred to as the Union, and the City of Pasadena, hereinafter referred to as the Employer, has as its purpose the promotion of harmonious relations between Union and Employer.
- B. It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All prior or existing understandings, past practices or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.
- C. It is recognized by the signatories to this Memorandum of Understanding representing the Public Agency and the recognized Employee Organization that they, in accordance with Section 3505.1 of the California Government Code, "... shall jointly prepare a written memorandum of such understanding which shall not be binding, and present it to the governing body or its statutory representative for determination."
- D. In the event of a conflict between the Manual of Personnel Rules, Practices and Procedures and an approved Memorandum of Understanding, the Memorandum of Understanding shall take precedence.

Article 1. Recognition

In accordance with the Pasadena City Charter, Section 3500 of the California Government Code, and provisions of City Resolution No. 555,

the City acknowledges the AFSCME Local 858 as the exclusively recognized employee organization for those classifications specified in Exhibit I for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

Article 2. <u>Term of Memorandum</u>

Section A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this Memorandum shall become effective on July 3, 2006 through July 3, 2010. This Agreement shall continue in effect through negotiation of a successor agreement and including through the impasse procedure when invoked.

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

Article 3. Scope

Section A. Management Rights

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any department, commission, board or committee provided by law or executive order, which shall include but not be limited to the right of the Public Agency to: direct, supervise, hire, promote, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.

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

Section B. Employee Rights

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

- 1. Discuss with an employee a grievance or complaint;
- Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question visitors or nonemployees of the City;
- 3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
- 4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon:
- 5. Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes.

Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated union officers and other representatives will be allowed to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated union officer or representative is representing an employee, he will request the permission of his immediate supervisor in reasonable advance of any meeting, advising the supervisor of his 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 duty station, the union officer or representative will notify his supervisor. Upon arriving at

supervisor. Upon arriving at the work place of the employee to be represented, the union officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in 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 union official is not permitted to contact the employee at the immediate time of this arrival at the work place, the supervisor in charge will advise the union 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 involved.

Section C. Union Representatives

The City agrees to recognize and deal with an appropriate number of local union officers, including union stewards, so that each employee in the bargaining unit will have reasonable access to a union representative. The Union may appoint 16 stewards. No Union officer other than the president of the local union, 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 the local union, or by an international union or council officer of his or her selection as an official or steward. Notice of changes in the selection of union 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 union officer or his designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the union will promptly notify the department head and the Human Resources Department of the change.

The City will provide, with the approval of the Director of Human Resources, reasonable time off to conduct union business.

Section D. Bulletin Boards

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

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

All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.

In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Director at the time of their posting. In the event objectionable material is posted, the City Human Resources Director will so inform the union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

The Union shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the union whenever the City removes such bulletin boards.

Excluding lunch and rest periods, in no case will the distribution of

literature at the work place of employees be allowed during regular working hours.

Article 4. <u>Non-discrimination</u>

Section A. The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, sexual orientation, religious creed, medical condition, physical handicap, national origin, or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the recognized employee organization shall also be subject to immediate correction.

Section B. All references to employees in this Memorandum designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.

Section C. Consistent with Section 3502 of the California Government Code, the parties adhere to the State law which provides that:

Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Public Agency. The City and the Union agree not to interfere with this aforestated right. This provision shall not relieve an employee of the obligation to pay an agency fee pursuant to the agency fee provision of Article 16, Section F.

Article 5. No Strike

Section A. The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this Memorandum and after expiration of this Memorandum, as long as the parties are attempting to reach an agreement on a successor Memorandum, the parties agree not to conduct strike, sympathy strike, or lockout activities.

Section B. Any employee who participates in any conduct prohibited in Article 5, Section A shall be subject to discipline.

Section C. If the Union sanctions any conduct prohibited in Article 5, Section A during the term of this Memorandum or while the parties are attempting to reach a successor agreement, the City may suspend any and all of the rights and privileges accorded the Union.

Article 6. Modification Clause

It is understood by the parties that changes can be made to this M.O.U. upon mutual agreement of the parties. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved and implemented by the City Council, and ratification by AFSCME Local 858.

Article 7. Savings Clause

Should any part of this Memorandum be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental administrative tribunal or boards, such invalidation shall not affect the remaining portions of this Memorandum. The parties agree to immediately meet and confer to provide adequate and relevant substitute language if possible.

Article 8. Impasse

Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, all items of agreement and disagreement shall be submitted to the City Manager, City of Pasadena, for processing consistent with City of Pasadena Resolution No. 555, Section 21.

Article 9. Salaries

Section A. Classification Step Schedule (Wages)

- 1. Effective July 10, 2006, there shall be an increase of 4% in each step of the Classification Salary Step Schedule (Exhibit I-A) for all classifications covered by this Memorandum.
- 2. Effective July 9, 2007, there shall be an increase of 3.5% in each step of the Classification Salary Step Schedule (Exhibit I-B) for all classifications covered by this Memorandum.

- 3. Effective July 7, 2008, there shall be an increase of 4% in each step of the Classification Salary Step Schedule (Exhibit I-C) for all classifications covered by this Memorandum.
- 4. Effective July 6, 2009, there shall be an increase of 4% in each step of the Classification Salary Step Schedule (Exhibit I-D) for all classifications covered by this Memorandum.

5. Equity Adjustments

Effective July 10, 2006, the classifications listed below shall receive salary equity increases in order to bring the salaries of these classifications up to market average:

Plumber: 5.1% (total of 9.1% salary increase) Sr. Plumber: 5.1% (total of 9.1% salary increase) Carpenter: .5% (total of 4.5% salary increase) .5% (total of 4.5% salary increase) Sr. Carpenter: 10.0% (total of 14.0% salary increase) C&R Mechanic: C&R Lead Mechanic: 10.0% (total of 14.0% salary increase) Environmental Health Tech: 8.6% (total of 12.6% salary increase) Water Systems Operator: 3.1% (total of 7.1% salary increase) Equipment Mechanic Series: .7% (total of 4.7% salary increase) (Equipment Mechanic I, II, III; Parts Tech; Asst. Parts Technician; Tire Repair Attendant; Auto Service Attendant; Garage Attendant) PW Maintenance Worker II: .2% (total of 4.2% salary increase) 2.4% (total of 6.4% salary increase) Business Tax Inspector: Maintenance Assistant: 6.1% (total of 10.1% salary increase) Parking Meter Mechanic (New Class): .3% (total of 4.3% salary increase)

Section B. Overtime

- 1. Premium rates at time and one-half shall apply in the following situations:
 - A. All authorized hours over 40 regular hours a week. (For overtime purposes, all authorized hours on a paid status -- vacation, holiday, sick leave, bereavement, etc. -- shall count toward the regular 40-hour week.)
 - B. All authorized hours worked on holidays.
 - C. Overtime shall be defined as those authorized hours worked in excess of forty (40) paid hours per week, and all authorized actual work performed on holidays shall be compensated at the rate of one

one and one-half times the employee's hourly straight time rate or equivalent time off as approved by the Department Head.

2. <u>Premium Rates – Double Time</u>

Employees who work overtime between midnight and the start of their regular day shift shall be compensated at double time for such hours worked. Provided, however, employees who work two hours or less prior to the start of their regular shift shall not receive double time.

An employee who works eight hours or more immediately prior to his/her regular work shift will be paid at the double time rate for those hours worked on the regular shift immediately following the shift worked.

- a. Once an employee works any part of their regular shift at the double time rate, such employee shall continue to be compensated at the double time rate for all hours worked until receiving a six hour break.
- b. If a break occurs during the employee's regular shift, such employee will be compensated at the straight time rate for such hours falling on their regular shift. An employee will not be compensated for breaks occurring outside of his or her regular shift.
- 3. Employees who work a regularly assigned graveyard shift are not entitled to receive overtime pay for those hours worked on the graveyard shift.
- 4. Overtime shall be divided equally among those persons available for work in the same position at the same location or reporting to the same immediate supervisor. In those instances where there is a demonstrated need for specialized skills and abilities, or in emergency situations, exceptions may be made to this provision. Work schedules and work shifts shall not be changed solely to avoid payment of overtime.
- Overtime pay in addition to premium rates (e.g., for work performed on a holiday) 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.

Article 10. Special Pay Practices

A. Call Back Pay

Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours pay at the applicable overtime rate unless such call-back immediately preceded an employee's scheduled shift. The

call-back duration will be calculated from portal to portal (i.e., from the employee's point of origin to the employee's point of return).

B. Standby Pay

Standby pay shall apply only to employees designated at Management's discretion. Standby pay status shall be designated as equally as possible among those persons available for work in the same position at the same location, provided that geographic proximity to the City may be considered as one factor in determining appropriate assignments. If an employee lives too far away from the City to reasonably respond to emergencies in 45 minutes or less, those employees who may not receive standby status by virtue of their proximity shall be called for response to emergencies on an equal basis when response time is less critical (such as "second responders" as opposed to "first responders"). Exceptions may be made to this provision during times of emergencies or unusual circumstances.

Employees designated on standby status shall be paid \$1.00 per hour for each hour the employee is on standby.

During standby hours, the designated employee(s) may be required to carry a department-issued communication device (pager, cellular telephone, radio, etc.) at all times and to answer or respond to any call from the department as quickly as possible. Employees on standby, at the request of the department, must respond to work as quickly as possible but in no event more than 45 minutes from the time called unless otherwise authorized by the department.

While on standby status, employees may not be permitted to travel to any location or perform any activities (including, but not limited to, the consumption of alcoholic beverages) that would prevent or inhibit said employee from responding to a job site within the required time.

While on standby status, if an employee is called in to work, said employee shall be compensated according to the Call Back Pay provision in Part B, Article 9, Section C, paragraph 8 of this MOU.

C. Shift Differential

Effective September 8, 2003, shift differential shall be paid as follows:

For Swing Shift.....\$1.40 per hour For Graveyard Shift.....\$1.40 per hour

Shift differential shall be paid for all hours worked on the regularly assigned swing or graveyard shift.

For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. (2:00 p.m. for 9/80 schedules) and 10:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 11:00 p.m. and 4:59 a.m.

D. Bilingual Pay

Employees may be eligible for bilingual pay of \$75 per month under guidelines established under the bilingual pay policy of the City.

E. Court Appearance Pay

Employees working in the Police Department who, on a scheduled time off, are required to be present in court in connection with the performance of their duties, shall receive two (2) hours minimum compensation at the appropriate rate. In the event such person is required to be present during both the morning and afternoon sessions of the court on the same day, such person shall receive, in addition to the above two-hour minimum, three (3) hours minimum compensation at the appropriate rate.

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

F. Sewer Maintenance Pay

Effective the first pay period following the City Council's adoption of the Memorandum of Understanding, any regular full-time employee in the Public Works Maintenance Worker classifications whose regular assignment is to work in sewer maintenance to perform sewer maintenance duties shall receive a bonus of \$100.00 per month.

Article 11. Pay for Time Not Worked

The following section outlines pay for time not worked benefits for full-time employees. Part time employees regularly scheduled to work 20 to 24 hours per week shall be allowed one-half of vacation, sick leave, holiday and bereavement allowed 40-hour employees. Employees working more than 24 hours per week shall be allowed pro-rata vacation, sick leave, holiday and bereavement allowed 40-hour employees.

Section A. Vacation

Vacations provided in this section shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager may authorize pay in lieu of vacation, or he may allow accumulation of more than one vacation period. Under no circumstances will an employee lose accumulated vacation credits when time has not been made available to go on vacation.

1. Vacation Period and Carry-over

- a. No vacation shall exceed two (2) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than one (1) vacation period. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. Upon written request to, and upon receipt of written approval from the department head, an employee may be permitted to carry over one (1) additional vacation period for a maximum of three (3) vacation periods to be used during a specified calendar year. Such additional vacation period shall be used during the calendar year for which it was requested. If, at the end of a calendar year, any portion of a third carried-over vacation period remains in an employee's vacation account, that employee shall not accrue any additional vacation time until the accumulated time falls below two (2) vacation periods.
- b. On January 1 of each year, the provided vacation carried over by each employee, plus his 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.

2. Termination

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

b. Unused Vacation

Any employee who terminates shall be allowed regular

compensation for unused vacation accumulation due on the last actual work day.

3. Vacation-Schedule of Benefits

a. Date of hire to 5 years

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

Maximum Hours Vacation

Working Schedule (Hours per Week)	Per 6 Mos.	Per Year
40	40	80

b. 5 years or more

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

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

The maximum number of vacation hours shall be 160.

Section B. Holidays

1. The following days shall be observed as holidays:

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 every day appointed by the City Council for a public feast, thanksgiving or holiday. Employees whose classifications are shown herein shall observe the holiday on the calendar day on which it occurs.

- 2. Effective in 1995, for non-continuous shift employees, in lieu of Admission Day, September 9th, one 8-hour floating holiday shall be provided to each employee to be taken at his/her option subject to operational considerations.
- 3. Every regular full-time employee shall be allowed a paid leave of absence of 8 hours for each holiday or for individuals working a 9/80 schedule, 9 hours if the day falls on a 9 hour work day. In the event any such person's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such leave of absence, such person shall receive time and one half for hours worked on such holiday, in addition to eight (8) or nine (9) hours pay at his straight time rate. If any holiday falls on such person's day off, he shall be compensated by paid leave of absence on another day, or he shall receive 8 hours pay at the straight time rate as shall be determined by the head of the department with the approval of the City Manager.
- 4. When a holiday falls on the normal day off, the employee shall be compensated for all hours worked over 32 in that week at the overtime rate. Should two holidays occur in one week, the employee shall be compensated for all hours worked over 24 in that week at the overtime rate.
- 5. Employees scheduled to work a 9/80 work schedule shall be allowed a paid leave of absence of 9 hours on each holiday that falls on a 9-hour work day, and 8 hours of paid leave for all other holidays.

Holidays falling on a scheduled 9/80 day off for a given year and floating holidays will be placed in a holiday bank at the rate of 8 hour per holiday.

- a. Holiday hours are earned at the time the holiday falls on a scheduled day off, but are credited to the employee on January 1 of the calendar year.
- b. Holiday hours may be drawn upon beginning January 1st of the year in which they occur with the prior approval of the employee's supervisor.

- c. Unused holiday hours for a given year may be carried over to the following year to a maximum of fifty-four (54) hours, but must be then used or lost. The City Manager may approve additional carryover upon written request from the employee, with the approval of the department head.
- d. Employees separating from the City who have taken credited but unearned holiday hours are responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.
- e. Earned holiday hours remaining in the employee's bank which were for holidays occurring prior to the separation will be paid to the employee at the employee's current rate of pay.

6. Continuous Shift Employees of the Police Department

The following shall only apply to continuous shift employees of the Police Department whose work schedules overlap midnight between a holiday day and a non-holiday day:

- Continuous shift employees of the Police Department whose schedules cause them to work past midnight shall be paid time and one half for the full shift of any shift which begins on a holiday regardless of when the shift ends;
- Continuous shift employees of the Police Department whose shift does not begin on a holiday shall not receive time and one half for any hours worked on the actual holiday when their shift extends past midnight into the holiday;
- c. "Holiday" for the purposes set forth herein for continuous shift employees of the Police Department shall be defined as the actual holiday as defined in each respective MOU irrespective of when non-continuous shift employees in the Police Department or other departments of the City working other schedules celebrate said holiday.
- d. Continuous shift employees in the Police Department scheduled to work a 9/80 work schedule shall be allowed a paid leave of absence of 9 hours on each holiday that falls on

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

Section C. Sick Leave

Basis of sick leave: Sick leave is to be considered disability insurance granted to each regular and probationary employee covered by this Agreement.

The Sick Leave provision may apply under the following:

- Personal illness or injury, as defined as the necessary absence from duty of an employee because of illness or injury.
- Attendance to an immediate member of the family who is seriously ill and requires the employee's presence
- Medical, dental, eye or ear examinations of a non- emergency nature which cannot be scheduled outside of normal working hours shall constitute sick leave, provided that the employee gave reasonable advance notice and received prior approval from the supervisor.

1. Procedure for Application

- a. Employees who are unable to report to work at their usual time shall either call, or have someone call, the supervisor preceding the time they are scheduled to report for work to explain the absence.
- b. Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, upon proper verification.

- c. Employees off work for four days 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, Risk Management Section, before returning to work.
- d. An eligible employee, who, while on vacation, has suffered a serious disability due to injury or illness requiring professional medical treatment, and who has been confined to bed or seriously restricted in mobility by the attending physician, may request, subject to departmental approval and proper verification, that his or her available sick leave credit be used in substitution for scheduled vacation. In order to receive this benefit, the employee shall:
 - (1). Notify the department head immediately of any serious disability or confinement and not wait for his or her return to duty.
 - (2). The department head shall make a preliminary determination or investigation based on available information.
 - (3). If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send to him an "application for payment of wages during absence" form, so the necessary medical report and physician's signature may be obtained before the final decision is made. In lieu of the doctor's signature on the "application for payment of wages during absence," a statement from the doctor on letterhead as to the time, treatment, and extent of disability may be used and attached to the above-mentioned form on his or her return.
 - (4). If the department head approves and endorses the request, he/she shall send all appropriate information with the form, "application for payment of wages during absence" to the Finance Department.
 - (5). Return From Sick Leave: Upon return from sick leave, an employee may be required by the department head

department head to furnish a medical report or to have an examination by the City medical examiner to determine fitness for duty.

2. Family Sick Leave

- a. In case of serious illness or injury of a member of the immediate family, the employee, upon proper notice, may take up to one half of the employee's annual allotment of sick leave for each occurrence of illness or injury in which the employee must provide care to such family members.
- b. Immediate family for the purpose of this Section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, step father, stepmother, step-children, grandparents, or grandchildren.
- c. Such time shall be deducted from the existing sick leave of the employee.

3. Sick Leave Provisions

a. Effective January 1, 2007, regular full time employees shall be eligible for regular compensation for illness or injury not arising out of and in the course of employment in accordance with the following schedule:

Length of Continuous Service Maximum Compensation

First Calendar Year through Fifth

Calendar Year 56 hours

Sixth Calendar Year or More 80 hours per year

- b. In the event an employee does not use the maximum days allowed during a calendar year, the unused portion shall be credited to the employee for future use. Such accumulation shall not exceed 720 hours.
- c. On January 1 of each year, the sick leave accumulated from the previous years, plus his current year's sick leave allowance, based upon the schedule in paragraph "3a" above, shall be credited to the employee.
- d. Persons employed on January 1, 1978, were entitled to reserve sick leave under a previous sick leave plan. Sick reserve time,

as had been calculated and credited to said employees, shall be used only in increments of 80 hours or more, and satisfactory evidence of the illness must be presented before those benefits shall apply. The employee will be responsible for designating the use of this reserve.

e. The City has amended its contract with PERS to provide Credit for Unused Sick Leave (Govt. Code Section 20965). Pursuant to Government Code Section 20965, such benefit will allow unused accumulated sick leave to be converted to additional service credit at time of retirement at the rate of .004 of a year of service credit for each day of unused sick leave.

Section D. Workers' Compensation Leave

- Job-Related Injury or Illness Any employee incapacitated by reason of an injury or illness arising out of or during the course and scope of employment shall receive the benefits awarded under the Worker's Compensation Laws of the State of California.
- 2. Additionally, such employees may be eligible for supplemental Workers' Compensation payments, which, when added to the benefits awarded under California Workers' Compensation Laws, will result in payment to the employee of a sum equal to his/her regular net compensation. Regular net compensation is the base hourly rate at which the employee is being paid on the date of the commencement of the job-related illness or injury, less the amount of state and federal taxes. The employee may change the number of withholding allowances to actual number of allowances, subject to verification by the Human Resources Department.
- 3. Eligibility for Workers' Compensation supplemental payments (hereinafter referred to as the "supplement" or "supplemental pay") as defined in the foregoing paragraph is subject to the following conditions:
 - a. Claims denied by the City via the Workers' Compensation claims process are not eligible for the supplement. If a denied claim is subsequently resolved in favor of the employee, the supplement will be paid retroactively.
 - b. Claims relating to a disciplinary action against an employee, the commencement of which the employee has been informed, are not eligible for the supplement. Disciplinary action is defined as including only the following: oral and

written warnings, suspensions, demotion and termination. In the event the applicable disciplinary action is resolved in favor of the employee and the employee is exonerated from any culpability, the supplement would be paid retroactively.

- c. If and when the City's physician determines that only a portion of an injury is work-related, payment of the supplement will be prorated by the percent of the injury determined to be workrelated. Sick leave may be used for any portion of the injury determined to be non-work related.
- 4. Workers' Compensation supplemental payments shall commence with the first day of the approved absence and continue until the termination of the temporary disability, or the termination of the approved absence, or for a maximum of twelve (12) months for the same work-incurred injury, whichever occurs first.
- 5. The City expects that employees on Workers' Compensation leave will demonstrate reasonable cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.
- 6. If an employee on Workers' Compensation leave returns to work before having received the supplement for twelve (12) months, and the same injury recurs, or further treatment is required in connection with the same injury necessitating further leave, the employee may be eligible for additional supplemental pay, not to exceed a cumulative total of twelve (12) months for the same injury. The City may require an interim review on such an extended leave.

Section E. Rest Periods

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

- 1. The time at which such rest periods are taken shall be determined by the department head who will schedule absence from duty so that service to the public is not impaired.
- 2. Rest periods or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

Section F. Clean-Up Time

Fifteen minutes prior to the end of the employee's shift shall be provided for purposes of clean up to those employees whose jobs necessitate such clean up time. Clean up time is not subject to provisions of overtime.

Section G. Overtime Meals

1. <u>Emergency Callout</u> - When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such meals, and the time necessary therefore, shall be at City expense.

If a regular shift employee is called out for emergency work before 7:00 a.m. on a scheduled work day and continues to work into his regular scheduled work hours and does not have an opportunity to eat breakfast or prepare a lunch before reporting for work, the City shall furnish him with such meals if they can be provided. The necessary time taken to eat breakfast shall be provided by the City, the usual practice relating to lunch time on work days shall prevail. The City shall reimburse employee for the cost of such meals only if the actual expense therefore has been incurred.

2. Scheduled Overtime - When employees are required to perform prearranged work on non-work days during regular work hours, they shall observe the lunch arrangement which prevails on their regular work days. When employees are required to perform prearranged work (not as a continuation of the regular work day) on either work or non-work days outside of regular work hours, they shall provide the first meal on the job at their own expense (and the time necessary therefore but not to exceed one-half (1/2) hour shall be taken at City's expense). Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal. Such subsequent meals and the time necessary therefore shall be at City expense.

When employees are required to perform prearranged work two (2) hours or more before regular work hours on a regular work day or a non-work day and continue to work into their regular scheduled work hours, they shall be provided with a meal at City expense and the

the necessary time to eat it. The City shall reimburse the employees for the cost of such meals only when the actual expense therefore has been incurred.

- 3. <u>Shift Extensions</u> When an employee is required to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal and the time taken thereof shall be paid by the City. The City shall reimburse employees for the cost of such meals only when actual expense thereof has been incurred. If an employee does not accept a meal at City expense, as provided herein, he shall nevertheless be allowed overtime for the time usually taken to eat a meal, not to exceed one-half (1/2) hour.
- 4. Notwithstanding any provision of this subsection, the City's total reimbursement shall be limited to a reasonable cost per meal per employee as determined by the head of the department.

Article 12. Insurance

The following section outlines insurance benefits for full time employees and part time employees regularly scheduled to work an average of 30 or more hours per week during the calendar year.

Section A. Life Insurance

The City will provide life insurance coverage in the amount of \$20,000 for each employee.

Section B. Dental Care Program

Effective July 2006, the City will contribute 100% of the employee only premium and up to \$40.00 per month for dependents on the dental care program as provided by the City of Pasadena.

Section C. Health Insurance

During the term of this Memorandum of Understanding, the City will contribute a monthly amount specified by statute towards the premium for health insurance as provided under the Public Employees Retirement System (PERS) Medical Program to eligible employees who enroll in the PERS Medical Program. The City will contribute a monthly amount specified by statute towards the premium for health insurance as provided under the PERS Medical Program to part-time employees who are members of PERS and who are regularly scheduled to work 20 to 29 hours per week, but said employees shall not be eligible for the City's contribution

contribution to the Employee Option Benefit Fund.

Further, effective July 1, 2006 the City will provide each regular full time employee \$797.00 per month through an Employee Option Benefit Fund which shall be used to pay on the balance of the employee's health premiums or designated to the employee's individual deferred compensation account.

The employee need not participate in the PERS Medical Program to be eligible to use the Employee Option Benefit Fund amount for deferred compensation, provided however that the employee must annually present acceptable verification to the Human Resources Department that he/she is covered for health insurance through another source.

Effective January 1, 2007, if there are health insurance premium changes, the City will amend its contribution by an amount equal to 75% of the average dollar increase in the family rate for health plans offered by the City.

Effective January 2010, the City will contribute to the Employee Option Benefit Fund a monthly amount equivalent to the monthly premium of the least expensive family health plan offered by the City, provided however that the City's contribution will not be less than that provided during the 2009 calendar year.

Section D. Long Term Disability Insurance

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

- (1). Disability payments will commence on the 46th calendar day of the illness or injury.
- (2). Payments shall not exceed a total of 50% of the employees salary or a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD plan.
- (3). The maximum benefit period will be five years.
- (4). The City and employee will jointly contribute to the cost of the Plan with the initial dollar contribution based on the City contributing \$4 per month and the employee \$2 per month.

In addition to the basic LTD plan provided by the City, the

employee may elect to enroll in a supplemental LTD plan at his/her cost, which provides supplemental LTD payments equal to 60% of the employee's salary, coordinated with deductible benefits.

Article 13. Workers' Compensation Insurance

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

Article 14. Individual Employee Costs

Section A. Educational Assistance

Regular employees pursuing an Associate of Arts degree or higher in a jobrelated field at an accredited college or university, shall be eligible for tuition reimbursement of up to seven hundred and fifty dollars (\$750) per calendar year. Eligibility for Educational Assistance shall be in accordance with Section 4.10(II) of the City of Pasadena's Manual of Personnel Rules, Practices and Procedures.

Upon presentation of receipts and grade cards, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.

Section B. Uniforms

- For the duration of the Agreement, uniforms shall be provided employees currently receiving uniforms under the same conditions specified in the City's present contract with Advance Uniform Supply Company. Uniformed employees shall present themselves on each working day dressed in the approved uniform. Those employees now receiving a uniform allowance benefit will continue to receive said benefit for the duration of this Agreement.
- 2. Value of City Provided Uniforms as Compensation under PERS In accordance with PERS regulations, the City will report a uniform value of \$200 per year to PERS for compensation purposes for each employee who is provided a City uniform.
- 3. Boot Allowance Effective January 1, 2008 and every January thereafter, employees who are required by Management to wear approved safety shoes/boots in carrying out their job duties, shall receive a boot allowance of \$150 per year for the purchase of such

boots. If an employee who currently receives the boot allowance transfers to a position in the bargaining unit for which Management does not require the wearing of approved safety shoes/boots, the employee shall no longer be eligible to receive the allowance.

Section C. Mileage

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 Internal Revenue Service for unreimbursed employee business expenses for the applicable calendar year.

Article 15. Retirement

Section A. 2%@55 Retirement Benefits

Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees Retirement System.

For all new employees hired on or after July 1, 1984, the City shall implement a separate retirement plan with the PERS for all prospective employees of this unit to include the following:

Retirement based on average salary of three (3) highest years.

Section B. 2.5% @ 55 Retirement Benefits

The City and each employee will contribute to the employee's cost towards retirement as specified in the Coalition Agreement on Retirement (Exhibit II-A of this MOU). All such City contributions made under this section shall be deemed to be member contributions under the Public Employee's Retirement System (PERS), and shall be recoverable by the member as such.

Article 16. Retiree Medical

The parties agree to commence negotiations on a retiree medical trust fund or individual retiree medical account with the Coalition of City Unions representing miscellaneous employees. Negotiations will begin upon receipt of a request to negotiate from the Coalition. The Coalition will negotiate a retiree medical program to become effective January 2009. Upon completion of a retiree medical agreement with the Coalition, the City will allocate \$850,000 per year, commencing January 2010, to fund the negotiated retiree medical program for all miscellaneous employees.

In the event a Coalition of City Unions is not formed to negotiate retiree health, the City agrees to meet with AFSCME to negotiate a retiree medical program.

Article 17. Payroll

Section A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall receive the Step 2 salary at the successful completion of their probationary period. 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

When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, they shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted.

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

Section B. Temporary Assignment

When an employee is assigned on a temporary basis to the duties of a higher rated position, and such employee assumes the full duties and responsibilities of that position, such employee shall be compensated from the first full day of the appointment at a rate of pay which is no less than an amount equal to a one step increase in compensation based upon the step schedule of compensation rates for the employee's current classification, not to exceed the existing top step of the classification to which assigned.

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

Section C. Payroll Deductions and Dues

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

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

Section D. Additional Voluntary Deductions

Members may request through a payroll deduction card signed by the member that such additional amounts as may be requested will be deducted from the member's pay and be paid to the political action committee of the American Federation of State, County and Municipal Employees, otherwise known as "Public Employees Organized to Promote Legislative Equality," or P.E.O.P.L.E., provided that deductions shall stop upon the next pay period following written request of the employee.

Section E. Agency Shop

Pursuant to the July 18, 2002, certified results of the Agency Shop election, conducted under the provisions of Section 3502.2 of the California Government Code, it is mutually agreed by the Parties that this AFSCME Bargaining Unit is an Agency Shop Bargaining Unit, which is defined as follows:

Every employee represented by this Unit shall, as a condition of continued employment, either 1) join and pay dues to the Union, or 2) pay to the Union an Agency Fee (also known as "Fair Share Fee"); or 3) for eligible religious conscientious objectors (see below), pay sums equal to the Fair Share Fee to a non-religious and non-labor charitable fund.

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Upon request, such employee may be required to provide verification of such affiliation. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to the Fair Share Fee to a non-religious and non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

Any employee hired by the City subject to this Memorandum of Understanding shall be provided by the City with a notice that all such employees must either join the Union or pay a Fair Share Fee to the Union (which is the same amount of money as Union Dues), or sign a written declaration claiming a religious exemption from this requirement. Such notice shall include a form, provided by the Union to the City, containing the employee's signature authorizing payroll deduction of Union dues.

Said employee shall have fourteen (14) calendar days following date of hire to fully execute the Union dues payroll deduction authorization form and return it to the City's Payroll department, which shall immediately send a copy of it to the Union.

If the City has not received a Union dues authorization form, nor a written declaration claiming a religious exemption within the fourteen (14) days specified above, then the City shall immediately commence deducting Fair Share Fee (Agency Shop Fee) from said employee, and such amount shall be the same amount as Union dues.

The amount of Union dues or Fair Share Fee deducted from paychecks shall be the amount certified by the Union, and shall be identified in each employee's paycheck as either Union Dues or Fair Share Fee, and shall, to the greatest extent possible, be in equal amounts from each paycheck.

The aggregate amount of all such Union Dues and Fair Share Fee payroll deductions shall be payable to the Treasurer of District Council 36, AFSCME, AFL-CIO and sent to the address directed by Council 36, on a monthly basis, no later than the 15th of the month following the month for which the deductions were made.

The Union agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article 17, Section E.

Consistent with Section 3502 of the California Government Code, the Parties agree to adhere to the State Law which provides, in relevant part, that: "Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Public Agency." The City and the Union agree not to interfere with this aforementioned right.

All employees hired after the execution of this Agreement are free to join or not join the Union. However, all employees who on the execution date of of this Agreement are members of the Union and all employees who become members after that date, shall, as a condition of continued employment, maintain their membership in the Union through payroll deduction until seven days prior to the termination of this Agreement.

It is mutually agreed by the parties that Agency Shop provisions in this agreement may only be rescinded by a majority vote of all the employees represented by this Unit. There shall be only one election during the term of this agreement.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the City that within four (4) months of the adoption of this agreement by the City of Pasadena City Council, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Shop Fees payers to meaningfully challenge the propriety of the uses to which Agency Shop Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1 AFT, AFL-CIO, et al. v. Hudson 106 S. Ct. 1066 (1986), or any relevant progeny there from.

Article 18. Contract Services

It is not the intent of the City to cause employees to lose their jobs because of a decision to contract work. However, if a decision is made by the City to contract work not now contracted, and that decision will result in a change in the work status of employees in the AFSCME representational unit, prior to concluding the research and analysis necessary for the implementation of such a decision, the City will meet and confer in good faith concerning the manpower resource considerations involved and receive recommendations from the Union to reduce the impact upon jobs performed by unit employees. All such input and recommendations by the Union will be given consideration before presenting a contracting recommendation to the City Council.

In those instances where bargaining unit work is currently being contracted, and the City proposes to amend such contracts to include additional bargaining unit work not currently contracted, the City and Union agree to meet and confer over any impact that such contract amendments may have on wages, hours, and other terms and conditions of employment.

Further, it is agreed that when existing contracts are presented to the City Council for renewal, the parties may, upon request of the Union, meet and consult over the ongoing impact of such contracts on the bargaining unit. This provision shall not apply to contracts up for automatic renewal.

Article 19. <u>Discipline</u>

The City may take disciplinary action for proper cause. Disciplinary actions, which shall include only oral and written warnings, suspension, demotion and termination, 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 when suspension, demotion or termination is determined appropriate, the employee will be notified in writing of the facts upon which the allegations are based, the right of appeal and the right of representation. Further, the employee shall be given copies of all materials, if any, upon which the action is based.

The City shall not hinder or discipline employees for exercising any rights or benefits provided in this Agreement or by State or Federal laws or Municipal code provisions.

Probationary terminations, as a part of the employment examination process, are not disciplinary actions.

An employee shall be entitled to the presence of a representative at an investigatory interview if he/she requests one and if the interview may be used to support disciplinary action against him/her.

Article 20. Grievance Procedure

Section A. Definition

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

Section B. Guidelines

- 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
 - c. Be represented by the Union not to exceed two City employees and the Business Representative.
- Allegations of unlawful discrimination shall be processed through either the Human Resources Department utilizing the Discrimination Complaint Procedure, or the Grievance Procedure. The employee shall select one of these two options at the time of filing the discrimination allegation.
- 4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.

The representative shall be entitled to:

- Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
- b. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
- 5. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
- 6. A general grievance regarding interpretation and implementation of

the Memorandum of Understanding may be filed by the Union on behalf of employees represented by that Union. A general grievance shall be filed in writing with the Director of Human Resources within ten (10) working days of the action in question.

- 7. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered. If a supervisor does not proceed within the time limits or does not seek an extension of time, the grievance may proceed to the department head.
- 8. This is the sole and exclusive method for resolving grievances.

Section C. Grievance Steps

1. Step 1

The employee shall orally present the grievance to the immediate supervisor within ten (10) working days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are in the same representation unit, the grievance shall be presented to the next higher level supervisor not included in the unit. If the employee elects to be represented (per "Guidelines, Paragraph 2") upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within ten (10 working 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 grievance to Step 2, the employee shall submit the grievance in writing as indicated above on forms provided to the department head, within five (5) working 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 ten (10) working days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.

If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Step 3A or Step 3B for resolution may be made. However, appeal beyond Step 2 for oral or written reprimands is excluded and the decision at Step 2 shall be final.

3. Step 3 A - (Grievance Review Panel)

If the grievance has been properly processed and is not satisfactorily resolved at Step 2 and is a disciplinary action of less than discharge or demotion, the employee or the employer may appeal the grievance to Step 3-A. The appeal shall be in writing; shall be signed by the employee, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.

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

Within five (5) working days after receiving the notice to appeal a grievance to Step 3-A, 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 to the Grievance Review Panel. In the event the parties are unable to agree upon the issue, or issues, the matter will be referred to Step 3-B.

The Grievance Review Panel will convene within fifteen (15) working days and will be comprised of three members: an employee selected by Management; an employee selected by the Union; and a chairman drawn from a list of ten (10) persons from within the City of Pasadena workforce, or the Pasadena community. The City and the Union shall each submit the names of five such persons. If a chairman is not mutually agreed upon from the list of ten (10) names, then the parties may alternately strike one name from the list (the right to strike the first name to be determined by lot) until one (1) name remains.

The proceedings shall be as informal as is compatible with a fair and impartial hearing. The chairman need not be bound by the common law or statutory rules of evidence or procedure, but may make inquiry in the matter through oral testimony and records presented at the hearing.

The City will present its position first. The employee, or the employee's representative, will then present his/her case. The City and the employee or the employee's representative will have right to rebuttal and the hearing will then close.

Both parties shall be given an opportunity to call witnesses, and request any relevant records or information reasonably available, as determined by the chairman, to support their case.

The Chairman may require all witnesses to testify under oath or affirmation.

A tape recording shall be made of the hearing.

When the hearing is concluded, the Review Panel shall retire immediately and in closed conference deliberate upon the evidence presented. The members of the Review Panel shall not leave nor adjourn until a decision is reached.

The Chairman of the Review Panel shall present the Panel's recommendations to the Municipal Employee Relations Officer. The report of the recommendation shall be made as a Committee of the whole, with no indication of individual votes cast, and no minority report. A copy of the recommendation will be sent to the employee.

employee.

The recommendation shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues presented.

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 Review Panel's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the union.

4. Step 3B (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 3B. The appeal shall be in writing; shall be signed by the employee or by the appropriate 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 five (5) working days after receiving the notice to appeal a grievance to Step 3, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbiter. The arbiter shall, at the beginning of the hearing referred to below, state his opinion as to what the issue, or issues are.

Within five (5) working days following the meeting to prepare the issue(s) statement, the parties shall request that State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbiters. Attached to each request shall be the joint statement of the issue, or issues to be presented or separate statements, if applicable.

Within five (5) working days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one name from the list of arbiters (the right to strike the first name to be determined by until one (1) name remains, and

remains, and that person shall be the arbiter.

The arbiter shall hold a hearing on the issue, or issues submitted. The arbiter shall not hear witnesses without the presence of both parties. He 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, 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.

Article 21. Layoff

Section A. Definition

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

Section B. Policy

- 1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
- Departments which anticipate a possible reduction in staff because
 of the acquisition of new equipment, change in procedures, or for
 any other reason, shall notify the Human Resources Department and
 the affected employee as soon as possible in order that appropriate

- appropriate procedures may be initiated.
- 3. Layoff shall be made by specific classification. (For example, Civil Engineers, Typist Clerks, and not by classification series)
- 4. Within a given class, individuals will be laid off based upon seniority in that classification.
- 5. 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-tine employees.
 - d. Permanent, regular, part-time employees.
 - e. Permanent, regular, full-time employees. (For purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
- 6. Employees for whom a layoff appears imminent, shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
 - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
 - b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
 - (1). The employee may exercise a displacement (bumping) right to any position within the unit which he/she formerly held on a permanent basis; provided that: the positions are considered in reverse chronological order from last held to first and the employee held the former

- employee held the former position during his/her present tour of continuous service.
- (2). The employee is physically able to perform the required duties.
- (3). The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
- (4). The employee meets the minimum qualifications and physical standards of the position.

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

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

- a. To compete in promotional examinations for which they are qualified for a period of 24 months.
- b. To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
- c. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - (1). Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
 - (2). The employee may remain in a layoff status for a maximum of 24 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
 - (3). The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave remaining in the 1970 Sick Bank, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum.
 - (4). Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
 - (5). Laid-off employees who are not recalled within the 24month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave from the 1970

Sick Bank which has not been previously claimed.

- d. 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 be removed from the reemployment list.
- 12. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no reemployment rights, but may be returned to their former place on the eligible list.
- 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. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
- 15. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

Section C. Procedure

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

Section D. The City or the Union may request that negotiations be reopened on the Layoff Policy at the end of the fiscal year.

Section E. H-Rating

In the event a regular employee is adversely impacted through no fault of his/her own because of organizational and/or involuntary classification changes, the employee's salary shall be H-rated as follows: 100% of the employee's current salary for one year; and 95% of the employee's current salary for one additional year (unless the salary of the new position is equal to or higher than the employee's H-rated salary), for a total of two years. On a case-by-case basis (e.g., when there is a significant difference between the employee's current salary and new salary), the parties may discuss H-rating over a three-year period.

In order to qualify for H-rating, an employee must have regular status as an employee, and regular status in the position/classification affected. H-rating shall not apply in instances of employee demotions, reassignments, or reductions in hours, when such actions result from less than satisfactory job performance.

Article 22. Work Hours

- Section A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week.
- Section B. Full-time regular employees covered by this Agreement may work either 5/8; 9/80; 4/10; or 3/12 work schedules. Other alternative schedules may be developed. Prior to a change in the basic work schedule (i.e. 5/8, 9/80, etc.) for employees; the City shall give notice to the Union and, upon request, meet and confer on the impact of the schedule change. The Union may also give notice to the City if it wishes to propose/discuss alternative schedules.
- Section C. Forty-hour-a-week employees are entitled to paid leave of benefits based on an eight-hour day regardless of their work schedule.
- Section D. Wherever possible, there shall be at least 8 hours between regular shifts worked by any employee.
- Section E. Employees reporting for work on a normally scheduled work day shall not suffer any loss of regular pay or benefits, when Management directs that no field work be undertaken, due to adverse weather or other unforeseen conditions. Provided, however,

however, that if an employee is allowed to leave work early under such conditions at his/her own request, Management shall not be required to pay the employee for hours not spent at work.

Article 23. <u>Probation</u>

Section A. Initial Appointment - Except as provided by administrative regulation, and except as otherwise provided in this paragraph, all employees employed by the City hereunder, as part of the examination process, shall serve an initial probation period of continuous service as specified on the job bulletin at the time of hire. Any employee serving an initial probation period may be terminated with or without cause at the discretion of the appointing authority. Probation periods shall be deemed to be part of the examining process. Such initial probation period shall not be extended.

Section B. Promotional Appointment - Except as provided by administrative regulation, and except as otherwise provided in this paragraph, as part of the examination process, employees who are promoted shall serve a six months' probation period of continuous service in the higher classification. The promotional probation period shall be one year for Public Works Maintenance Worker III. Any employee serving a promotional probation period may be returned to his former classification during such probation period if a vacancy exists, but such probation period shall not be extended. Any employee serving a promotional probationary period may request to be returned to his/her former classification by the employer. Further, if the employee so requests, said employee shall be returned to his/her last regular classification during the probationary period or as soon as possible, provided that a vacancy exists and there are no other actions pending against the employee.

Article 24. Promotions

Promotions shall be determined by, first, qualifications for the job based on merit; second, equal employment opportunity; and third, length of time in continuous employment with the City with all other qualifications being equal. Seniority promotional points on all examinations will be eliminated for classifications in the AFSCME representational unit.

Article 25. Training

The City will establish in-service training programs when and where economically

and functionally feasible.

Article 26. Seniority

Seniority shall be determined by the length of time the employee has been in his current classification.

Article 27. City/Department Rules

All employees shall have access to City and departmental rules.

The Department shall make reasonable efforts to keep City/ Department rules current and posted. The employee shall make reasonable efforts to keep up to date on current City/Department Rules.

All rules affecting labor relations, including those that are not subject to negotiations, are subject to consultation between the City and Union. The City shall notify the Union of all proposed rule changes. Upon receipt of such notification, the Union shall have five days in which to request a meeting to discuss the rule changes. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure. Nothing herein shall be construed to limit the right of the Union to meet and confer on mandatory subjects of bargaining.

Article 28. Personnel Records

The City shall maintain one official personnel file for each City employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative, the City Personnel Department, the City Attorney's Office, and management supervisory personnel having a business necessity to do so.

No material regarding the employee's performance or conduct shall be included in the employee's personnel file without prior notice to the employee. Employees shall have thirty (30) days to submit a reasonable amount of rebuttal material for permanent attachment to any negative materials entered into their files.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimands issued more than two (2) years prior removed from his/her personnel file, provided there have been no subsequent disciplinary actions taken against the employee for the same or similar offense.

Article 29. Right to Representation

The City shall advise the employee of his/her right to be represented by the Union or other representatives of his/her choosing at any meeting in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation.

Article 30. Distribution of Memorandum of Understanding

The City shall provide a copy of this Agreement to all eligible employees hired into classifications covered by this MOU. The City shall reproduce copies equivalent to the number of employees in the bargaining unit.

Article 31. Job Rotation

For the duration of this Agreement, persons who accept a change in classification, or in emergency situations, no person age 55 years or over or persons with a minimum of 15 years of service as of July 1977 will be subject to job rotation. Those persons, however, may request or accept another assignment.

The Union agrees to assist the City in reviewing and developing recommendations for what is commonly known as the cross training program.

Article 32. Leaves of Absence

Section A. Maternity Leave/Reduced Work Week Schedule with Benefits

For regular full time (40 hours per week) employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid maternity leave up to a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months. In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

Section B. Bereavement Leave

 Regular full-time employees absent for leave due to bereavement of an immediate family member may receive regular compensation for for up to a maximum of 24 hours (27 hours for 9/80 employees; 30 hours for 4/10 employees; 36 hours for 3/12 employees). Immediate family is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, step-children, grandparents, or grandchildren. Under special circumstances, the department head may authorize bereavement time for the death of an individual not specified as an employee's immediate family, as herein defined.

- In the event that an employee covered by this Agreement dies, other represented employees may be granted up to 24 or 27 hour leave for the purpose of serving as pallbearers or to otherwise attend the funeral.
 - a. The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a sufficient work force during that time.
 - b. Such leave shall not be accruable nor shall it have any monetary value if unused.

Section C. Military Leave

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

Section D. Adoption Leave

Employees can request up to six (6) months unpaid leave to care for a child during the time of and immediately following adoption.

Section E. Jury Leave

If a regular, full-time employee receives any communication from a jury commissioner, the employee shall inform their super visor of such communication as soon as possible thereafter.

There will be no reduction in pay for a regular full time or regular part time employee that is required to be absent from work on jury duty. Jury duty includes time in court awaiting assignment or release. An employee will be reimbursed only as follows:

1. Employees assigned to a day shift:

a. In those cases in which the employee is released by the court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of the shift; for this the employee will receive a full day's pay, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee.

- b. In those cases in which the employee is not released by the court until after 1:00 p.m., the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City the amount received from the court for jury duty, excluding mileage.
- Employees assigned to a swing or graveyard shift shall be assigned to day shift for the duration of the jury duty except in emergency situations.

Section F. Witness Leave

An employee who is subpoenaed or required to appear in court, or other similar administrative body as a witness, shall be deemed to be on a leave of absence. With approval of the appointing authority and the City Manager, the employee may be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage. Witness leave shall not be granted for time spent on cases in which the employee is a party to the action unless the employee is a codefendant in an action along with the City.

Article 33. Meal Periods

Regular full-time employees covered by this Agreement shall be entitled to a meal period of up to 1 hour.

- a. Meal periods shall normally be without pay.
- b. The amount of time for a meal period and the procedure for taking a meal period shall be determined by the department head consistent with State law.

Article 34. Tools

Employees assigned to the Administrative Services Agency, Public Facilities Division will be provided hand and power tools and equipment, as needed, to accomplish work assignments. Employees are responsible for the securing and safekeeping of those City tools and equipment. If any of the said tools are lost or misplaced, the employee shall replace the tool with the same or an equivalent tool.

All new employees hired on or after July 8, 1985 as an Equipment Mechanic or Senior Equipment Mechanic shall provide their own tools as required by the department for work performed. In the event an employee's personal tools are damaged during City work, the City shall replace the tool with the same or an equivalent tool.

Employees hired prior to July 8, 1985 shall be assigned a tool box for their individual use on City work. It shall be the responsibility of the employee to maintain the tools and the box at the level as assigned. Each lost, misplaced, or stolen tool shall be replaced by the employee with the same tool or the equivalent. Tool box repair or replacement due to damage caused by employee carelessness shall be the responsibility of the employee.

The parties shall make a reasonable effort to replace tools in a timely manner.

Article 35. Drug and Alcohol Abuse

The parties, hereto, agree that the abuse of drugs or alcohol causes health and safety problems in the work environment and that such conduct is likely to result in reduced productivity and liability to the City. Without detracting from the rights and obligations of the parties, the City and Union agree to cooperate in encouraging employees affected with the condition of alcohol or drug abuse to undergo a program directed to the objective of their rehabilitation and to take steps necessary to minimize the impact of substance abuse.

All employees holding classifications represented by this Union agree to comply with the Alcohol and Drug Policy specified as stated below:

PURPOSE

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

Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on its internal investigation of misconduct, either on duty or off duty, in advance of and separate from any judicial action

judicial action occurring through the criminal justice system.

POLICY

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

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

If the City has a reasonable suspicion that an employee may have contraband on City property, the City may search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, such as desk, file cabinets, City vehicles, etc. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, such as lockers assigned exclusively for the employee's personal use.

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

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help from alcohol or drug problems. Employees should contact their supervisors or the City's Wellness Coordinator in the Human Resources Department for additional information.

Employees who voluntarily seek treatment for substance abuse requiring an

absence from work may, with department head approval, be allowed to use earned sick leave and/or vacation during such absence. In the absence of any pending disciplinary action, employees may admit to a substance abuse problem without fear of reprisal because of their admission or abuse problem.

APPLICATION

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

EMPLOYEE RESPONSIBILITIES

In the interest of safety and individual responsibility, employees should take action they deem appropriate or report the matter to supervision when they have knowledge of objective evidence that other employees may be under the influence of drugs or alcohol, or engaged in illegal drug related activities that impinge on their employment.

For purposes of this policy, the City expects employees to:

- 1. Refrain from the use of, possession of, illegal drugs or narcotics while on duty, or off duty;
- 2. Not report to work while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- 3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at anytime while on City property;
- 4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
- 5. Submit immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager who has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job;
- 6. Notify their supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment; and

7. Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program or other resources available in the community.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- 1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (B-XV).
- 2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a belief based on objective fact sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform their job safely is reduced. In addition, reasonable suspicion may be based on:
 - a. Possession of alcohol or drugs; or
 - b. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
- 3. If the manager or supervisor reasonably believes that an employee is under the influence, the employee shall be advised of their right to representation. Upon the employee's request for representation, any interrogation or testing shall cease until representation is present, unless representation is not immediately available.
- 4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. The manager or supervisor shall seek confirmation of their "reasonable suspicion" determination through another supervisory

through another supervisory management employee. When possible, the supervisor shall seek the opinion of a person such as a police officer who is trained to recognize persons under the influence prior to ordering an employee to submit to a drug test.

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

PHYSICAL EXAMINATION AND PROCEDURE

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

DURING EMPLOYMENT ALCOHOL/DRUG TESTS

- A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem.
- 2. If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug

identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified their supervisor, the employee will be subject to disciplinary action up to, and including, discharge.

- 3. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts. Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.
- 4. Temporary employees holding AFSCME-represented classifications are not covered by this Memorandum of Understanding; and therefore, are subject to alcohol and drug abuse policies as contained in the City's Manual of Personnel Rules, Practices and Procedures.

CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Director of Human Resources. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Article 36. Safety Responsibility

The parties, hereto, agree that a successful health and safety program depends on a cooperative effort among the parties, and the active participation in and support of safe working practices. In recognition of these shared responsibilities, the parties hereto agree to assume active roles in maintaining a viable safety and health program; cooperate in promoting safety; and encourage fellow workers to observe safety rules while performing their duties.

Article 37. No Smoking Policy

Employees will observe the No Smoking Policy as adopted by the City on November 5, 1990, (see below) except that employees will be able to smoke in a City vehicle unless there is an objection from a co-occupant.

PURPOSE

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

POLICY

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

products should be deposited in outdoor ashtrays.

APPLICATION

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

ENFORCEMENT

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

Article 38. <u>Transportation Demand Management Program</u> (PRIDEshare)

Employees shall comply with the provisions of the City of Pasadena PRIDEshare II program as shown below:

MODE YOU PAY

Solo Driver Clean Air Trip Reduction/Parking Fee

Automatic payroll deduction \$17.50 per pay period.

\$35/mo.

Non-solo Mode Users

Qualifying participants in this program receive:

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

1. 2 OR MORE PERSON CARPOOL

YOU RECEIVE

Three workdays per week minimum Personal Vehicle Use Preferential Parking Where Available

Free Parking

Ride Matching Assistance

Free Parking

2. BICYCLIST

Three workdays per week minimum Showers & Lockers Where Available Bicycle Parking Facilities

Free Free

3. TRANSIT

Three workdays per week minimum
Bus Pass Subsidy (per month)
Transit Route Planning

\$35.00 (max.)

Free

4. VANPOOLER

Three workdays per week minimum Preferential Parking Ride Matching Assistance

Free Free

5. WALKER

Three workdays per week minimum

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

Article 39. Child Care Subsidy Program

Employees holding classifications represented by the American Federation of State, County and Municipal Employees are eligible to participate in the Child Care Subsidy Program subject to the guidelines and parameters established by the City. Subsequent changes, if any, to the Program and/or benefit levels may be made at the discretion of the City, following notice and the opportunity to meet and confer being provided to the Union.

Article 40. <u>Light Duty - Police Department</u>

At the discretion of the Police Department, a limited number of temporary light duty positions may be identified for persons holding the classification title of Jailor. Light duty assignments may occur outside the Jail Section. Approved light duty assignments may require a change of work hours and/or days off.

Employees injured on duty may be assigned light duty positions by the Police Department. Employees injured off duty may request assignments to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion.

Light duty assignments shall be limited to forty-five (45) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than forty-five (45) days. Short term extensions of light duty assignments may be approved by the Police Department when a medical evaluation indicates that an employee's return is imminent at the end of the forty-five day period. Appropriate modification will be made to this policy in the case of pregnancy.

This provision shall apply only to Jailors in the Police Department.

Article 41. Class B Driver's License – Public Works Maintenance Worker III

The parties recognize that as a condition of continued employment, all Public Works Maintenance Worker III's must possess and maintain a valid Class B California Driver's License. The parties further agree as follows:

- It is not the intent of the City for employees to have to assume new duties and responsibilities, as a result of the Class B license requirement. However, the City reserves its right to assign work as needed, and to add new duties, subject to its obligation to meet and confer over any negotiable impact that such decisions may have;
- 2. The cost of obtaining a Class B license, as well as the cost of subsequent renewals, will be borne by the employee's department;
- 3. The City will continue to provide in-house training for employees, prior to them testing for the Class B license;
- 4. Probationary employees will have six (6) months from their date of hire to obtain the Class B license. Any permanent employee who holds the classification title of Public Works Maintenance Worker III as of the date of this agreement, and who does not currently possess a Class B license, will have six months from the date of this agreement to obtain one, provided that the City first affords the employee the necessary in-house training;
- 5. If an existing employee provides verification of a medical condition which prevents him/her from obtaining a Class B license, he/she will not be required to obtain one as a condition of continued employment. The City reserves the right to require an employee to undergo a Department of Motor Vehicles physical examination, to confirm that he/she is medically precluded from obtaining a Class B license. Such examinations shall be at

at the City's expense.

Article 42 Hazardous Material and Crane Operator Certification

Within 90 days of the date that the City Council adopts the 2006-2010 Memorandum of Understanding, Human Resources and the management of the Water & Power department will complete a review of the duties and responsibilities of various classifications in the AFSCME bargaining unit to determine which classifications and/or positions will be required to have a hazardous material certificate and/or a Crane Operator's Certificate to perform the duties of their assignment.

Human Resources and departmental management will meet with two employee representatives designated by AFSCME and the AFSCME business representative, if requested, to review, discuss and receive input concerning the departments' findings as to which classifications and/or positions in the Water & Power Department will be required to have a Crane Operator's certificate or a hazmat endorsement on their respective California's driver's license.

Article 43 Classification Studies

The City will conduct and complete, within six (6) months of the City Council's adoption of the 2006-2010 Memorandum of Understanding, a classification study of a Light Equipment Operator position and Recreation Facilities Assistant position to determine if the positions are correctly classified.

Within twenty (20) days of the completion of this study, the City will meet with the Union to discuss its findings. In the event that the position(s) is (are) reclassified to a newly created classification(s), the parties will negotiate the salary of the new classification(s).

Article 44 Apprenticeship Program

During the term of the 2006-2010 MOU, the parties agree to discuss and implement an apprenticeship program for water quality and discuss an apprenticeship program for the classification of Pipefitter.

GAINSHARING

A COST-REDUCTION AND PRODUCTIVITY IMPROVEMENT INCENTIVE PROGRAM NEGOTIATED WITH THE AMERICAN FERDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

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

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

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

Finance:

Number of Employees	•	Ave. # of Lost- Time Workers' Comp. Claims	Avg. # of Preventable Vehicular Accidents
17	41	1	0

Fire:

Number of Employees	•	Ave. # of Lost- Time Workers' Comp. Claims	Avg. # of Preventable Vehicular Accidents
2	11	0	0

Health:

Number of Employees	•	Ave. # of Lost- Time Workers' Comp. Claims	•
18	53	1	0

Human Services:

Number of Employees	•	Ave. # of Lost- Time Workers' Comp. Claims	Avg. # of Preventable Vehicular Accidents
15	9	1	0

Informat	ion Services:			
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
			-	Accidents
	5	50	1	0
<u>Planning</u>	and Develop			
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
				Accidents
	20	39	1	.20
Police:				
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
			-	Accidents
	27	39	1	0
Public W	orks:			
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
			-	Accidents
	123	53	13	7.6
Transpo	rtation:			
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
			-	Accidents
	2	44	0	0
Water &	Power:			
	Number of	Avg. # of Sick	Ave. # of Lost-	Avg. # of
	Employees	Hours Used	Time Workers'	Preventable
			Comp. Claims	Vehicular
			-	Accidents
	82	42	8	3.2

AFSCME Gainsharing Plan

The goal of this incentive program is to reduce the number of incidents by department within all three categories to below their corresponding rolling five-year baseline averages. A department's reduction in all three categories will result in a payout to the members of AFSCME within that department based upon the following table:

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

Payouts shall be based on the following formulas:

- A. Sick Leave Usage Actual average sick leave usage for the bargaining unit members within each department shall be compared against the current five year rolling average. For each hour of sick leave usage that is less than the five year rolling average the approximate annual savings shall be based on the then current average hourly base salary for members of the bargaining unit.
- B. Workers Compensation The number of lost time workers' compensation claims for the bargaining unit members within each department shall be compared against the current five year rolling average. For each claim below the five year rolling average the approximate annual savings shall be considered to be equal to the value of the median cost of lost time workers' compensation claims, for the latest full fiscal year for which such data is available, for members of the bargaining unit.
- C. Preventable Vehicular Accidents the number of preventable vehicular accidents for the bargaining unit members within each department shall be compared against the current five year rolling average. For each accident below the five year rolling average the approximate annual savings shall be considered to be equal to the average cost of vehicular accidents for the latest full fiscal year for which such data is available.

EXHIBIT I-A

AFSCME Classification Salary Step Schedule

Schedule of Rates – July 10, 2006

CLASSIFICATION	STEP '	STEP:	STEP:	STEP 4	STEP !
Assistant Parts Technician	17.501;	18.416	19.3870	20.3029	21.296
Auto Service Attendant	16.954	17.8920	18.740	19.677	20.5819
Building Inspector	25.9540	27.5842	29.214 ⁻	30.8210	32.451
Business Tax Inspector	،19.702	20.8480	21.914	22.9919	24.058
Carpenter	21.612 ⁻	22.7590	23.973	25.2549	26.4469
Caulker and Repair Lead Mechanic	24.391 ⁻	25.715	27.064 ⁻	27.5872	29.7019
Caulker and Repair Mechanic	22.6532	23.9050	25.059	26.2620	27.514
Child Care Monitor	9.023	9.355	9.8934	10.443	11.314;
Code Compliance Officer	25.976	27.6280	29.269	30.8882	32.5069
Community Health Aide	14.579	15.277	15.965	16.674	17.384
Customer Service Field Rep I	17.4842	18.4819	19.357	20.3550	21.264
Customer Service Field Rep II	17.7940	19.1582	20.532	21.9632	23.3490
Duplicating Machine Operator	،16.242	17.2512	18.2602	18.8700	20.3002
Environmental Health Technician	21.6950	22.954	24.040	25.2549	26.455
Equipment Mechanic I	19.774	21.047	22.273	23.510	24.7840
Equipment Mechanic II	21.190	22.523	23.867	25.1760	26.521
Equipment Mechanic III	22.6780	24.093	25.533	26.937	28.4129
Facilities Service Worker	14.634	15.5660	16.4530	17.3510	18.249
Garage Attendant	12.6572	13.416	14.130	14.889	15.637
Graphic Production Technician	19.570	20.834	22.002	23.234	24.434
Helicopter Technician	16.796	17.761;	18.6150	19.557:	20.444;
Information Technology Technician III	24.701	26.2650	27.883	29.579	31.187
Instructor I					9.360
Instructor II					10.684
Instructor III					13.358!
Instructor IV	04 0004	00 040	04.400	05 00 44	17.205!
Jailor	21.696		24.128	25.3840	26.613
Laborer	16.253	17.118	17.927	18.759	19.623
Landscape Architectural Aide	21.375	22.573	23.803	25.001	26.220
Library Building and Security Aide	17.195	18.116 ⁻	19.069	20.067	20.9870
Licensed Vocational Nurse	17.3289	18.315	19.224 ⁻	20.211	21.209

CLASSIFICATION	STEP ·	STEP :	STEP:	STEP 4	STEP!
Light Equipment Operator	18.8692	19.845	20.881;	21.833	22.845
Machinist	22.8834	24.136	25.422	26.697	27.905
Maintenance Assistant	13.6270	14.460	15.211	16.0449	16.831;
Maintenance and Construction Worker	17.5950	18.526	19.446 ₄	20.422	21.331;
Maintenance Repairer	18.969	20.0120	20.7430	22.096	23.160
Master Mechanic	23.316	24.756	26.173	27.613	29.0870
Meter Mechanic	19.690	20.754	21.808	22.883	23.903
Nutrition Aide	13.736	14.346	14.978	15.488	16.0650
Painter	20.4998	21.6750	22.883	24.080	25.211
Painter Trainee	16.353	17.229 ⁻	18.093	18.9470	19.7790
Parks Services Specialist	18.2200	19.1310	20.0870	21.0919	22.146
Parts Technician	19.1080	20.157	21.173	22.211	23.260
Plumber	23.470	24.703	25.959	27.238	28.5182
Press Operator	18.193	19.191	20.100	21.0652	22.029
Public Works Maintenance Worker I	16.253 ₄	17.129	17.971	18.8250	19.657
Public Works Maintenance Worker II	17.828	18.784	19.706	20.639	21.627
Public Works Maintenance Worker III	20.832	21.930	23.0720	24.169	25.289
Recreation Facilities Assistant	12.620	13.251	13.914 ₄	14.610 ⁻	15.3400
Recreation Leader IIIB	10.585	10.754	10.926	11.101	11.289
Recreation Services Specialist	18.220	19.131	20.087	21.091!	22.146
Rosarian	17.7940	18.748	19.668	20.599	21.586
Security Ranger	19.801;	21.386	22.428	23.482	24.734
Senior Building Inspector	29.6020	31.431	33.249	35.156	37.030
Senior Carpenter	22.681	24.1410	25.500	26.9810	28.385
Senior Code Compliance Officer	29.6020	31.431	33.260	35.1899	37.019
Senior Community Health Aide	16.741;	17.6830	18.537 ₄	19.524	20.444;
Senior Nutrition Aide	15.410	16.109 ₄	16.841	17.572	18.326
Senior Painter	22.373	23.748	25.134 ·	26.586	،27.972
Senior Plumber	24.063	25.517	27.041;	28.518	30.053
Senior Press Operator	20.1229	21.286	22.440	23.5480	24.712
Senior Public Health Lab Technician	17.905	19.014	20.100	21.242	22.384
Senior Storekeeper	18.8250	19.823	20.854	21.9300	22.9050
Senior Utility Services Planner	25.2020	26.622	28.017 ⁻	29.362 ⁻	30.782
Senior Water Quality Lab Technician	،19.302	20.499	21.697	22.9050	24.136
Storekeeper	18.712	19.724	20.712 ⁻	21.724	22.7370
Tire Repair Attendant	17.947	18.941;	19.901	20.883	21.776
Utility Services Planner	20.7880	21.963	23.0830	24.236 ⁻	25.355
Warehouse Worker	،17.483	18.423 ₄	19.3150	20.182	21.062
	"				

Water Purification Technician	Obsolete				
Water System Operator	22.970	24.241	25.450	26.733	27.979
Water Troubleshooter	21.670	22.869 ⁻	24.010	25.221 ·	26.3970
Work Experience Aide	8.359	8.902	9.423	9.922	10.4550

AFSCME Classification Salary Step Schedule

Schedule of Rates - July 9, 2007

CLASSIFICATION	STEP ·	STEP:	STEP:	STEP 4	STEP !
Assistant Parts Technician	18.113	19.061	20.066	21.013	22.0410
Auto Service Attendant	17.547	18.518	19.396	20.366	21.302
Building Inspector	26.8630	28.5490	30.236	31.9004	33.587;
Business Tax Inspector	20.3920	21.577	22.681;	23.796	24.900 ⁻
Carpenter	22.368	23.5562	24.8129	26.138	27.372
Caulker and Repair Lead Mechanic	25.244	26.615	28.0120	28.552	30.741
Caulker and Repair Mechanic	23.446 ⁻	24.741	25.936	27.181	28.477
Child Care Monitor	9.3389	9.683	10.239 ⁻	10.8093	11.710;
Code Compliance Officer	26.8859	28.5950	30.293	31.9693	33.6440
Community Health Aide	15.0890	15.812	16.523	17.258	17.992
Customer Service Field Rep I	18.096 ⁻	19.128	20.035	21.0680	22.0090
Customer Service Field Rep II	18.417	19.828	21.2510	22.7319	24.1662
Duplicating Machine Operator	16.8109	17.8550	18.899	19.530	21.010
Environmental Health Technician	22.454	23.758 ⁻	24.881	26.138	27.381،
Equipment Mechanic I	20.4669	21.7840	23.053	24.333	25.651
Equipment Mechanic II	21.932	23.311	24.703	26.057	27.449
Equipment Mechanic III	23.471	24.9372	26.427	27.880	29.407
Facilities Service Worker	15.1470	16.110	17.028	17.958	18.887
Garage Attendant	13.1002	13.885	14.625	15.4100	16.184
Graphic Production Technician	20.255	21.5640	22.772	24.047	25.289
Helicopter Technician	17.3840	18.382	19.266	20.2418	21.1599
Information Technology Technician III	25.566	27.184	28.859	30.6152	32.279
Instructor I					9.688
Instructor II					11.058
Instructor III					13.826
Instructor IV					17.808
Jailor	22.4554	23.714 ⁻	24.972	26.272	27.544
Laborer	16.822	17.717;	18.555	19.415	20.310
Landscape Architectural Aide	22.1230	23.363	24.636	25.876 ⁻	27.138
Library Building and Security Aide	17.797	18.750	19.736	20.769	21.722
Licensed Vocational Nurse	17.935 ₄	18.956	19.8970	20.9189	21.9510
CLASSIFICATION	STEP '	STEP:	STEP:	STEP 4	STEP !

Light Equipment Operator	10 520	20 520	24 642	22 5071	22 6451
Light Equipment Operator Machinist	19.529(23.684;	20.539a 24.981	21.612 26.312	22.597 1 27.631	23.6450 28.8829
Maintenance Assistant	14.103!	14.966	15.743	16.606	17.420
Maintenance and Construction Worker	18.210	19.174	20.127	21.1369	
					22.077
Maintenance Repairer	19.633	20.712	21.469	22.869	23.971;
Master Mechanic	24.1320	25.622	27.089	28.580;	30.105
Meter Mechanic	20.379	21.481;	22.571	23.684	24.740
Nutrition Aide	14.217!	14.8480	15.502	16.030	16.627
Painter Painter Trainee	21.217; 16.925;	22.433(17.832	23.684: 18.727	24.923(19.610)	26.094 20.471;
Parking Meter Mechanic	20.440	21.5450	22.639	23.755	24.814;
Parks Services Specialist	18.857	19.800	20.790	21.830	22.921
Parts Technician	19.777	20.863	21.914	22.988	24.074
Plumber	24.292	25.568	26.868	28.192	29.516
Press Operator	18.830	19.863	20.804	21.802	22.800
Public Works Maintenance Worker I	16.822	17.728	18.600	19.484	20.345
Public Works Maintenance Worker II	18.452	19.441	20.395	21.361	22.384
Public Works Maintenance Worker III	21.561	22.6970	23.879	25.015	26.174
Recreation Facilities Assistant	13.062	13.715	14.401	15.121	15.877
Recreation Leader IIIB	10.955	11.1310	11.309	11.490	11.684
Recreation Services Specialist	18.857	19.8000	20.790 ⁻	21.830	22.921
Rosarian	18.417	19.404;	20.750	21.320	22.341
Security Ranger	20.494;	22.135	23.213	24.3040	25.600
Senior Building Inspector	30.638	32.531	34.413	36.3872	38.326
Senior Carpenter	23.475	24.985	26.392	27.926	29.378
Senior Code Compliance Officer	30.638	32.531	34.424!	36.421!	38.315
Senior Code Compilance Cincel Senior Community Health Aide	17.327	18.302	19.186	20.207	21.159!
Senior Nutrition Aide	15.950	16.673	17.430	18.187	18.968
Senior Painter	23.156	24.579	26.013	27.5170	28.951
Senior Plumber		26.410		29.516	31.105
Senior Press Operator	20.827	22.031	23.225	24.372	25.577
Senior Public Health Lab Technician	18.532	19.679	20.804	21.9860	23.168
Senior Storekeeper	19.484	20.517	21.584	22.6970	23.707;
Senior Utility Services Planner	26.084 [°]	27.554	28.998	30.389	31.860
Senior Water Quality Lab Technician	19.9780	21.217	22.456	23.707	24.981
Storekeeper	19.367		21.437	22.485	23.532
Tire Repair Attendant	18.576	19.604	20.597	21.614	22.538
Utility Services Planner	21.5150	22.731	23.890	،25.084	26.243
Warehouse Worker	18.095	19.0682	19.9910	20.888	21.7994

Water Purification Technician	Obsolete				
Water System Operator	23.774	25.090	26.340	27.669	28.9592
Water Troubleshooter	22.428	23.669	24.851	26.103	27.320
Work Experience Aide	8.652	9.214	9.753 ⁻	10.270 ⁻	10.820

AFSCME Classification Salary Step Schedule

Schedule of Rates – July 7, 2008

CLASSIFICATION	STEP ·	STEP:	STEP:	STEP 4	STEP !
Assistant Parts Technician	18.838	19.823	20.868	21.8540	22.923
Auto Service Attendant	18.249	19.2589	20.1720	21.181;	22.154
Building Inspector	27.937!	29.6910	31.446	33.176	34.930
Business Tax Inspector	21.207	22.440	23.5880	24.748	25.896 ⁻
Carpenter	23.263	24.4984	25.805	27.184	28.467
Caulker and Repair Lead Mechanic	26.2540	27.680	29.132	29.6949	31.971;
Caulker and Repair Mechanic	24.3839	25.731،	26.974	28.269 ⁻	29.616
Child Care Monitor	9.712	10.070	10.649	11.241	12.1780
Code Compliance Officer	27.9610	29.739	31.5050	33.248	34.9904
Community Health Aide	15.6932	16.4450	17.184	17.9480	18.712
Customer Service Field Rep I	18.8199	19.8940	20.836	21.910	22.889
Customer Service Field Rep II	19.154 ⁻	20.621	22.101	23.6412	25.132
Duplicating Machine Operator	17.483	18.5692	19.655	20.311	21.851
Environmental Health Technician	23.352	4.708 ع	25.877 ⁻	،27.184	28.476
Equipment Mechanic I	21.2850	22.656	23.975	25.3070	26.677
Equipment Mechanic II	22.809	24.244	25.691;	27.100 ⁻	28.547
Equipment Mechanic III	24.410	25.934	27.484	28.995	30.583
Facilities Service Worker	15.7529	16.7552	17.710 ⁻	18.6760	19.643
Garage Attendant	13.6242	14.441;	15.210 ⁻	16.0270	16.832
Graphic Production Technician	21.0660	22.426	23.683	،25.009	26.3009
Helicopter Technician	18.080	19.118 ⁻	20.0372	21.051	22.006
Information Technology Technician III	26.5890	28.271	30.013	31.839	33.570
Instructor I					10.0750
Instructor II					11.501;
Instructor III					14.3790
Instructor IV					18.520 ₄
Jailor	23.3530	24.662	25.971	27.323	28.6460
Laborer	17.495	18.4260	19.297	20.192	21.123 ⁻
Landscape Architectural Aide	23.008	24.2970	25.622	26.911°	28.223
Library Building and Security Aide	18.509	19.500	20.526	21.600	22.591
Licensed Vocational Nurse	18.652	19.714	20.693	21.755	22.829
CLASSIFICATION	STEP '	STEP:	STEP:	STEP 4	STEP !

Light Equipment Operator	20.310	21.361	22.476	23.501	24.590
Machinist	24.631	25.980	27.364 ⁻	28.7370	30.037
Maintenance Assistant	14.668°	15.5650	16.373	17.270	18.117 ⁻
Maintenance and Construction Worker	18.939;	19.9410	20.932	21.982	22.960!
Maintenance Repairer	20.4190	21.540	22.328	23.784	24.930
Master Mechanic	25.0979	26.647	28.173	29.723	31.3092
Meter Mechanic	21.1947	22.340	23.474	24.631	25.7290
Nutrition Aide	14.786	15.442	16.122	16.671	،17.292
Painter	22.0660	23.330	24.631 ⁻	25.920	27.137
Painter Trainee	17.602	18.545 ₄	19.476	20.395	21.290;
Parking Meter Mechanic	21.258	22.407	23.544 ⁻	24.705	25.806
Parks Services Specialist	19.6120	20.5920	21.622	22.703	23.838
Parts Technician	20.568	21.697	22.791;	23.908	25.037
Plumber	25.263	26.590	27.942	29.320	30.6970
Press Operator	19.583	20.657	21.636	22.6740	23.712
Public Works Maintenance Worker I	17.495	18.4380	19.344	20.2639	21.1589
Public Works Maintenance Worker II	19.190	20.219	21.211	22.2160	23.2802
Public Works Maintenance Worker III	22.4239	23.605	24.834 ⁻	26.0160	27.221
Recreation Facilities Assistant	13.5849	14.264	14.977	،15.726	16.5120
Recreation Leader IIIB	11.394	11.576	11.7610	11.949	12.151!
Recreation Services Specialist	19.6120	20.5920	21.622	22.703	23.838
Rosarian	19.154	20.180	21.170	22.173	23.2354
Security Ranger	21.314 ⁻	23.020	24.142	25.276	26.624
Senior Building Inspector	31.8630	33.832	35.789	37.842	39.859
Senior Carpenter	24.414	25.985	27.448	29.0430	30.5540
Senior Code Compliance Officer	31.8630	33.832	35.801!	37.878	39.8470
Senior Community Health Aide	18.020	19.0340	19.9530	21.015	22.006
Senior Nutrition Aide	16.588	17.340	18.127 ⁻	18.915	19.7269
Senior Painter	24.082	25.5620	27.054	28.617	30.109
Senior Plumber	25.902;	27.4670	29.107	30.6970	32.349
Senior Press Operator	21.660	22.913	24.154	25.347	26.6008
Senior Public Health Lab Technician	19.273	20.466	21.636	22.865	24.094
Senior Storekeeper	20.2639	21.337	22.447	23.605	24.6550
Senior Utility Services Planner	27.127!	28.656	30.158	31.605	33.1340
Senior Water Quality Lab Technician	20.777	22.066	23.354	24.6550	25.980
Storekeeper	20.142	21.2310	22.295	23.3840	24.474
Tire Repair Attendant	19.3190	20.388	21.421	22.478	23.439
Utility Services Planner	22.376;	23.641;	24.846	26.087	27.2930
Warehouse Worker	18.819 ⁻	19.830	20.790	21.724	22.671

Water Purification Technician	Obsolete				
Water System Operator	24.725	26.093	27.394	28.776	30.1170
Water Troubleshooter	23.325	24.616	25.845	27.1480	28.413
Work Experience Aide	8.9982	9.5830	10.143	10.6809	11.253

AFSCME Classification Salary Step Schedule

Schedule of Rates – July 6, 2009

CLASSIFICATION	STEP '	STEP :	STEP:	STEP 4	STEP !
Assistant Parts Technician	19.5919	20.6164	21.703	22.7282	23.840
Auto Service Attendant	18.979	20.029	20.978	،22.028	23.0400
Building Inspector	29.0550	30.879	32.703	34.503	36.327
Business Tax Inspector	22.0560	23.3384	24.532 ⁻	،25.738	26.931!
Carpenter	24.193	25.478	26.8370	28.271	29.606
Caulker and Repair Lead Mechanic	27.304	28.787	30.297	30.882	33.250
Caulker and Repair Mechanic	25.3593	26.760	28.053	29.3999	30.801;
Child Care Monitor	10.1010	10.473	11.075	11.6914	12.665
Code Compliance Officer	29.079	30.9290	32.765	34.5780	36.390
Community Health Aide	16.3209	17.102	17.872	18.666	19.4610
Customer Service Field Rep I	19.572	20.689	21.670 ⁻	22.787 ⁻	23.8050
Customer Service Field Rep II	19.920	21.446	22.985	24.586	26.138
Duplicating Machine Operator	18.1820	19.3120	20.441	21.1242	22.725
Environmental Health Technician	24.2860	25.696	26.912	28.271	29.615
Equipment Mechanic I	22.1370	23.5622	24.934	26.319	27.7440
Equipment Mechanic II	23.722	25.2140	26.719	28.184 ⁻	29.6892
Equipment Mechanic III	25.3870	26.972 ⁻	28.583	30.155	31.8070
Facilities Service Worker	16.3830	17.425	18.418	19.423	20.4290
Garage Attendant	14.1692	15.018	15.818	16.668	17.505 ₄
Graphic Production Technician	21.9080	23.323	24.630 ⁻	26.0098	27.3529
Helicopter Technician	18.8032	19.882	20.838 ⁻	21.8930	22.8860
Information Technology Technician III	27.6520	29.4020	31.214	33.1134	34.913
Instructor I					10.4780
Instructor II					11.961;
Instructor III					14.954
Instructor IV					19.261;
Jailor	24.287	25.6492	27.010 ⁻	28.4162	29.792
Laborer	18.1950	19.1630	20.0692	21.0000	21.9680
Landscape Architectural Aide	23.928	25.269	26.647	27.987	29.352
Library Building and Security Aide	19.250 ⁻	20.280	21.347	22.464	23.494
Licensed Vocational Nurse	19.398	20.503	21.521;	22.625	23.742
CLASSIFICATION	STEP '	STEP:	STEP:	STEP 4	STEP !

Light Equipment Operator		22.215		24.441	25.574
Machinist	25.6170	27.019	28.459	29.886	31.239
Maintenance Assistant	15.254	16.1870	17.028	17.9610	18.841
Maintenance and Construction Worker	19.696	20.739	21.769	22.861	23.879
Maintenance Repairer	21.235	22.402	23.221	24.735	25.927
Master Mechanic	26.101	27.7130	29.300	30.912	32.5610
Meter Mechanic	22.042	23.234	24.413	25.6170	26.758
Nutrition Aide	15.3770	16.060	16.767	17.338	17.984
Painter	22.9480	24.264	25.617	26.957	28.223
Painter Trainee	18.306	19.287	20.255	21.2110	22.141
Parking Meter Mechanic	22.108	23.303	24.486	25.693	26.839
Parks Services Specialist	20.396	21.416	22.487	23.611،	24.7920
Parts Technician	21.3912	22.565	23.702	24.864	26.039
Plumber	26.274	27.654	29.060	30.492	31.924
Press Operator	20.3670	21.4840	22.501	23.5810	24.661;
Public Works Maintenance Worker I	18.1950	19.175	20.118 ⁻	21.074	22.005
Public Works Maintenance Worker II	19.958	21.0280	22.060	23.1040	24.211
Public Works Maintenance Worker III	23.3209	24.549	25.828	27.0560	28.3104
Recreation Facilities Assistant	14.1283	14.834	15.576	16.355	17.173 ⁻
Recreation Leader IIIB	11.8499	12.039	12.232	12.427	12.6380
Recreation Services Specialist	20.396	21.416	22.487	23.6114	24.7920
Rosarian	19.920	20.987	22.017	23.0602	24.164
Security Ranger	22.166	23.941	25.108 ⁻	26.2872	27.6890
Senior Building Inspector	33.138 ⁻	35.186	37.221	39.356	41.453
Senior Carpenter	25.3910	27.024	28.546	30.204	31.776
Senior Code Compliance Officer	33.138	35.1862	37.234	39.393	41.441
Senior Community Health Aide	18.741	19.7960	20.751 [°]	21.856	22.8860
Senior Nutrition Aide	17.251	18.033	18.852	19.6719	20.5160
Senior Painter	25.046 ⁻	26.585	28.136	29.762	31.313!
Senior Plumber	26.938	28.565	30.271	31.9249	33.643
Senior Press Operator	22.526	23.829	25.120	26.3610	27.664
Senior Public Health Lab Technician	20.044	21.285	22.501	23.7800	25.058
Senior Storekeeper	21.074	22.191	23.345	24.549	25.641
Senior Utility Services Planner	28.2120	29.802	31.364	32.8690	34.460
Senior Water Quality Lab Technician	21.6082	22.9480	24.289 ⁻	25.641	27.019
Storekeeper	20.947	22.080	23.186	24.3200	25.453
Tire Repair Attendant	20.091	21.203	22.278	23.3780	24.377
Utility Services Planner	23.271;	24.586		27.131	28.384
Warehouse Worker	19.5719	20.624	21.622	22.593 ₄	23.578

Water Purification Technician	Obsolete				
Water System Operator	25.714	27.137	28.490	29.927	31.322
Water Troubleshooter	24.258	25.6010	26.8792	28.233	29.5502
Work Experience Aide	9.358	9.966	10.5490	11.108 ⁻	11.703

- 1. Plan: The City agrees to contract for 2.5% at 55 for implementation as provided herein. 2.5% at 55 shall be subject to a vote of all miscellaneous employees as required by PERS. If the miscellaneous employees vote to approve the amendment to the PERS plan, they shall pay a portion of the cost by paying a portion of their own Employee Normal Contribution as provided below at #3.
- Plan Effective Date: The plan agreed to by the Parties shall be implemented on January 1, 2007.

3. Employee Payment:

- A. Effective July 1, 2006, employees pay 2.2%.
- B. Effective July 1, 2007, employees pay an additional 1.4% for a total of 3.6%.
- 4. Pre-tax: All employee contributions shall be made on a pre-tax basis and credited to the employee's PERS member account.
- Market Volatility: No change based on market volatility. The City shall absorb all
 increases due to market volatility and shall receive the benefit of all reductions due to
 market volatility.

6. Other PERS Optional Benefits:

- A. Credit for Unused Sick Leave (GC 20965) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
- B. Military Buy Back (GC 21024) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
- C. Survivor Spouse (GC 21548) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
- D. Level 4 Survivor Benefit (GC 24574) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
- 7. <u>Full Understanding:</u> The Parties agree that until June 30, 2009, neither party, nor any Union that is a member of the Coalition, shall be required to negotiate or compel any other party to negotiate concerning an enhanced retirement plan, retirement contributions, or any PERS Optional Benefit, except for EPMC (GC 20692).

Any bargaining unit in the Coalition may have EPMC (GC 20692) implemented at the cost of one percent (1%) if such implementation occurs prior to October 1, 2006.

Tentative Agreement page 2

As provided by applicable State law, the terms and conditions of this agreen continue until otherwise modified or changed in writing by a subsequent mu negotiated agreement.

Read, understood and agreed: Pete Hodes, AFSCME Don Becker, City of Pasadena

Exhibit II-B

H.J

AGREEMENT BETWEEN THE CITY OF PASADENA AND AFSCME, IBEW, IUOE, PACTE/LIUNA, SEIU, AND PMA SUPPLEMENTING THE JANUARY 27, 2006 RETIREMENT ENHANCEMENT AND COST SHARING AGREEMENT

Representatives of the American Federation of State, County and Municipal Employees, Local 858; the International Brotherhood of Electrical Workers, Local 18; the International Union of Operating Engineers, Local 501; the Pasadena Association of Clerical & Technical Employees/LIUNA, Local 777; the Service Employees International Union, Local 347; and the Pasadena Management Association, collectively known as the Coalition, have met and conferred in good faith with the City of Pasadena and have agreed to modify the methodology by which the employees share the cost of the enhanced retirement benefits provided by the agreement between the City of Pasadena and the Coalition dated January 27, 2006.

Effective the beginning of the first payperiod following adoption by the City Council of a Resolution implementing this agreement, the parties agree as follows:

- All Coalition bargaining unit employees will contribute a total of 4.6% of their PERS'able compensation to reimburse the City for the increased costs associated with the retirement benefit enhancements provided by the January 27, 2006 agreement. Such reimbursement will be accomplished through aftertax payroll deduction.
- 2. The City will pay the employees' 8% member contribution to PERS, and will report such as additional compensation to PERS, as provided in Government Code Sections 20636(c)(4) and 20691.
- All other terms of the January 27, 2006 Coalition agreement shall remain in full force and effect. The terms and conditions of this agreement shall continue until otherwise modified or changed in writing by a subsequent negotiated agreement.

For the City:		Pete Hodes
	,	For IBEW:

Sopplemental agreement
to the 2000 petitement
enhancement agreement.

For IUOE:

Lang Mighlan

For PACTE/LIUNA:

Paul A Belly

Robert MONJON
FOR PMA:

Date 7-11-07

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

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL UNION NO. 858	CITY OF PASADENA AUTHORIZED MANAGEMENT REPRESENTATIVES
Marchell Parker President, Local 858	Cynthia J. Kurtz City Manager
Lorenzo Spencer Negotiating Committee	Karyn S. Ezell Director of Human Resources
Thomas Webster Negotiating Committee	Arthur Chavez Human Resources Manager
Anthony Hackett Negotiating Committee	
Sherene Young Negotiating Committee	
John Woodley Negotiating Committee	Approved as to form:
Kenneth Harmon Negotiating Committee	City Attorney's Office
Pete Hodes Business Representative	