

**MEMORANDUM OF UNDERSTANDING
PASADENA POLICE OFFICERS ASSOCIATION**

July 1, 2018 – June 30, 2021

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Article 1. PREAMBLE

- A. The Pasadena Police Officers Association (hereinafter “PPOA” or “Association”), a recognized employee organization, and the City of Pasadena, a Public Agency (hereinafter “City” or “Employer”, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- B. It is the intent and purpose of this Memorandum of Understanding (“MOU”) to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All present written rules and present established practices and employee rights, privileges and benefits that are subject to Meet and Confer shall remain in full force and effect unless specifically altered by the provisions of this MOU.
- C. It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.
- D. The MOU represents the agreement of both parties and will be adhered to by City representatives and PPOA members. MOU implementation training will be provided to all Police Department supervisory staff within sixty days of the adoption of the agreement.

Article 2. RECOGNITION

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Labor Relations Resolution No. 555, the City acknowledges the PPOA as the majority representative, including for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment, for all employees in the classifications of Police Officer, Police Corporal, and Police Sergeant, or as may be appropriately modified in accordance with Resolution 555.

Article 3. TERM

- A. The term of this MOU shall be from July 1, 2018 through June 30, 2021.

Article 4. MANAGEMENT RIGHTS

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this MOU nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) exercise complete control and discretion over its organization and the technology of performing its work.
- C. The practical consequences of any managerial rights decision on wages, hours and other terms and conditions of employment shall be subject to the MMBA duty to meet and confer in good faith and/or the grievance procedures set forth herein.

Article 5. PPOA BUSINESS AND MEETINGS

- A. Officers and Directors of the PPOA shall be certified to the Director of Human Resources. Each Officer or Director will be expected to perform duties as an elected representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for Association activities to take place during working hours; for example, investigation and preparation of processing of complaints, and preparation of complaints, disputes and grievances, attendance at board and general meetings. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the PPOA representative involved, provided that the representative notifies his/her on-duty supervisor whenever possible, prior to taking time from duty to engage in

Association business that exceeds one hour. When called in from off duty to meet with the Police Chief or other supervisor regarding Association business, such time will constitute hours worked and time will be compensated accordingly.

- B. Monthly PPOA Meeting: The monthly meeting of the Officer and Directors of the PPOA may be held on Employer time each month not to exceed three (3) hours, unless additional time is approved by the Employer. If such meeting is not held the three (3) hours of Employer time will lapse. No overtime or compensatory time will be paid for this meeting.
- C. Upon supervisor approval, the Employer may allow PPOA Officers and/or Directors leave during duty hours for the purpose of attending training classes, seminars, forums, conventions, or conferences to the extent that such leave does not unreasonably interfere with the Employer's operations.
- D. Negotiation Team: Not more than four (4) members of the PPOA Board of Directors shall be allowed to attend the collective bargaining negotiations for a successor to this Agreement during duty hours. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the session.
- E. The City will comply with its obligation under the law to provide PPOA with information necessary to represent its members and with its release time obligations, including under the Meyers Millias Brown Act.

Article 6. ASSOCIATION REPRESENTATIVES

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

the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the association will promptly notify the Office of the Chief of Police or Human Resources, if applicable.

- C. Nothing herein is intended to limit an employee's right to representation in disciplinary matters covered by the Public Safety Officers Procedural Bill of Rights.

Article 7. BULLETIN BOARDS

- A. Space shall be provided on City bulletin boards at their present locations for posting of notices and bulletins of the following types:
 - 1. Notices of recreational, social affairs, and related business news;
 - 2. Notices of elections; provided that this shall not include campaign material;
 - 3. Notices of appointments and results of elections;
 - 4. Notices of meetings;
 - 5. Constitution, by-laws, and proposed amendments thereto;
 - 6. Such other notices as may be mutually agreed upon.
- B. All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Association. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.
- C. In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Police Chief at the time of their posting. Any false or misleading statement posted is cause for loss of use of notification procedures on City property. In the event objectionable material is posted, the City representative will so inform the Association, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- D. The Association shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the

Association whenever the City removes such bulletin boards.

Article 8. NON-DISCRIMINATION

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

Article 9. DUES & ASSOCIATION MEMBERSHIP

- A. Consistent with the MMBA the City shall 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.
- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.
- C. Employees may withdraw, revoke or cancel association membership upon written notification to the Pasadena Police Officers Association.

Article 10. NO STRIKE

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

Article 11. MODIFICATION CLAUSE

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

Article 12. SAVINGS CLAUSE

Should any part of this MOU 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 MOU.

Article 13. IMPASSE

- A. In lieu of any concerted action by the Association or its members, either party may request the assistance of the Public Employment Relations Board (PERB) for the purpose of assigning a mediator in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse. Additionally, the Association may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias- Brown Act (MMBA).
- B. The fees and expenses, if any, of mediators or any other impasses procedures shall be payable one-half by the City and one-half by the Association.

Article 14. SUCCESSOR AGREEMENT

It is the intent of the City and PPOA to commence negotiations for a successor MOU at the earliest mutually convenient date prior to the expiration of this Memorandum of Understanding.

Article 15. COMPENSATION

- A. Salaries
 - 1. Effective July 23, 2018, base pay for each classification will be increased by three percent (3%).
 - 2. Effective the pay period that includes July 1, 2019, base pay for each classification will be increased by three percent (3%).
 - 3. Effective the pay period that includes July 1, 2020, base pay for each classification will be increased by two and one-half percent (2.5%).

- B. Effective August 20, 2018, steps 1, 2, and 3 of the Police Officer salary scale will be eliminated. All Police Officers below step 4 as of August 20, 2018 will be advanced to step 4 of the Police Officer salary scale. Step 4 will subsequently become the new step 1.
- C. Effective August 20, 2018, steps 1, 2, and 3 of the Police Corporal salary scale will be eliminated. All Police Corporals below step 4 as of August 20, 2018 will be advanced to step 4 of the Police Corporal salary scale. Step 4 will subsequently become the new step 1.

The salary schedules for unit members are listed in Exhibit I

D. Lateral Incentive Pay

- 1. Lateral Police Officers who are hired by the City receive a lump sum payment of \$2,500 upon successful completion of one month of work as a Pasadena Police Officer, \$2,500 upon the successful completion of six months of work as a Pasadena Police Officer and \$3,000 upon the successful completion of the probationary period.
- 2. Lateral Police Officers receive an initial bank of forty (40) hours of sick leave and begin accruing sick leave as identified in the Leaves of Absence – Sick Leave section of this MOU.
- 3. Upon request of the Police Chief, the City Manager may approve the appointment of a Police Lateral at any step deemed appropriate.

E. Retirement

- 1. Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law and CalPERS regulations.
- 2. Unit members employed by the City of Pasadena who are determined by CalPERS to be "classic members" are provided the following retirement benefits:
 - a) Safety 3% @ 55 retirement formula (Section 21363.1)

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- b) Final Compensation Period – One Year (Section 20042)
 - c) Employees pay the 9% employee contribution to CalPERS by way of pre-tax payroll deduction.
3. Unit members hired on or after January 1, 2013 who are “new members” as determined by CalPERS under the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
- a) Safety 2.7% @ 57 retirement formula;
 - b) Final Compensation Period – Three Years;
 - c) Unit members contribute one-half of the total normal cost toward retirement as defined by CalPERS. Effective July 1, 2018 that amount is 11.75%.
4. The City contracts for the following optional benefits which apply to all employees:
- a) 1959 Survivor Benefit Level 4 (Section 21574);
 - b) Pre-Retirement Option 2W Death Benefit (Section 21548);
 - c) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551);
 - d) Post-Retirement Survivor Allowance (Sections 21624/26/28);
 - e) Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635);
 - f) \$500 Retired Death Benefit (Section 21620);
 - g) 2% Annual Cost of Living Allowance Increase (Section 21329);
 - h) Unused Sick Leave Credit (Section 20965).

F. Court Appearance Pay

1. Unit members required to appear in court in connection with the performance of his/her duties, while not being compensated for work, shall receive a minimum of three (3) hours of pay at time and a half his/her regular hourly rate of pay. If an employee is required to be in court during morning and afternoon sessions, such employees shall receive a minimum of six (6) hours of pay at time and one-half his/her regular hourly rate of pay.
2. Unit members required to appear telephonically or remotely while off duty will be paid for actual hours worked at time and one-half his/her regular hourly rate of pay.
3. For out of City court, the employee shall receive a minimum of one (1) hour travel time at time-and-one-half the employee's regular hourly rate of pay, which is in addition to the compensation for court appearance. Travel time will be tracked in quarter hour increments.

G. Court On-Call Subpoena

The following provisions will apply only to unit members in the classification of Sergeant through June 30, 2019. Effective July 1, 2019, all unit members will become eligible to receive court on-call subpoena pay.

1. When a unit member is subpoenaed to be on-call during off-duty hours, the City shall provide two hours of court standby on-call pay at the straight time base rate for each off duty court session that the unit member is on court-related stand-by on-call (i.e., two hours for each am court session and an additional 2 hours for each pm court session).
2. In the instance where an on-call subpoena overlaps with an employee's on-duty time or other paid time, the employee shall be paid his or her straight time rate for the period between the start or end of the subpoena and the start or end of the employee's on-duty or other paid time.
3. An employee cannot elect in lieu comp time for court on-call subpoenas.

G. Special Assignment Pay

1. Unit members assigned to the following special assignments will receive additional compensation. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment as special compensation:

- a) Motorcycle Patrol Premium
 - 3.75% of base pay
 - Effective July 1, 2019: 4% of base pay
 - Effective July 1, 2020: 5% of base pay
- b) Aircraft/Helicopter Pilot Premium
 - 8.75% of base pay;
 - Effective July 1, 2019: 9% of base pay
 - Effective July 1, 2020: 9.5% of base pay
- c) Flight Time Premium (Helicopter Observer Duty)
 - 3.75% of base pay
 - Effective July 1, 2019: 4% of base pay
 - Effective July 1, 2020: 5% of base pay
- d) Training Premium (Field Training Officer (FTO)) Coordinator
 - 3.75% of base pay
 - Effective July 1, 2019: 4% of base pay
 - Effective July 1, 2020: 5% of base pay
- e) Gang Detail Assignment Premium (SES)
 - 3.75% of base pay
 - Effective July 1, 2019: 4% of base pay
 - Effective July 1, 2020: 5% of base pay
- f) SWAT - There shall be no special compensation associated with an assignment to SWAT. At the discretion of management, employees assigned to SES

may be assigned to SWAT.

2. Collateral Assignment Pay Employees not regularly assigned to Motorcycle Patrol or Helicopter Observer duty shall be paid one and one-half times 3.75% of base pay for any hours temporarily worked in such assignment.
 - a) Effective the pay period that includes July 1, 2019 this pay shall be increased to one and one-half times 4% of base pay.
 - b) Effective the pay period that includes July 1, 2020 this pay shall be increased to one and one-half times 5% of base pay.
 - c) Collateral Assignment Pay is not reportable to CalPERS as special compensation.
3. Field Training Officer - \$3.00 per hour when conducting training. Effective July 23, 2018 this rate will be increased to \$4.00 per hour when conducting training.

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

4. Unit members assigned to work movie details receive hourly compensation in the amounts listed below. The parties agree that Lieutenants will be afforded the option to be included in the movie detail rotation. This pay is not reportable to CalPERS as special compensation.
 - a) July 1, 2018 – July 22, 2018:
 - Non-Supervisory Movie Details: \$70 per hour
 - Supervisory Movie Detail: \$95 per hour
 - b) Effective July 23, 2018:
 - Non-Supervisory Movie Details: \$85 per hour
 - Supervisory Movie Detail: \$105 per hour
 - c) Effective July 1, 2020:
 - Non-Supervisory Movie Details: \$95 per hour
 - Supervisory Movie Detail: \$115 per hour

H. Rose Bowl Event Pay:

- a) Employees will be compensated the rate of time and one-half the employee's regular hourly rate of pay.
- b) Rose Bowl events have a four hour minimum at time and one-half the employee's regular hourly rate.
- c) Should a Rose Bowl event be cancelled with less than 24 hours' notice, employees scheduled to work will be paid four hours of straight time at the base hourly rate.

I. K-9 Officer

- a) Unit members assigned as K-9 handlers shall receive special compensation in the amount of 10.75% of base pay for such assignment. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment.

In addition canine handlers shall be paid \$22.50 per hour (\$15.00 per hour at the time and one half rate) for all time spent on off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily and routine maintenance to the canine vehicle and field equipment.

The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the K-9 Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry properly and sufficiently compensates the dog handler for 10 hours per month of off-duty time spent in care of the canine. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with

the requirements of the Fair Labor Standards Act.

- b) This program shall be operated in accordance with department policy. In addition to special compensation for off duty care, the City will provide or pay for the following:
 - 1. Dog run at home;
 - 2. All necessary or required equipment for the dog and employee;
 - 3. All veterinary expenses;
 - 4. All dog food;
 - 5. Assigned take home vehicle;
 - 6. Portable radio with charger for home.

J. Range Qualification Pay

Unit members required to complete department required range qualification and classroom training outside of regularly scheduled hours shall be compensated at time and one half the employee's regular hourly rate of pay. This has a two hour minimum.

K. Bilingual Pay

- a) Officers and Corporals in the following sections volunteering to serve as bilingual communicators and who pass a bilingual proficiency exam are eligible to receive bilingual pay: patrol, traffic, detectives, vice/narcotics, community relations, gang enforcement, youth services and jail.
- b) The Chief of Police shall have the discretion to determine specific job assignments or critical positions for which bilingual skills for Sergeants are needed and to designate Sergeants as bilingual communicators.
- c) The Chief of Police may designate languages eligible for bilingual compensation.
- d) Bilingual pay shall be \$140 per month. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) bilingual pay.

L. Educational Incentive Pay

1. Officers and Corporals:

Officers and Corporals who possess the following will receive additional compensation as follows:

- a) Jr. standing at an accredited college (typically completing at least sixty college units) - \$175 per month;
- b) Associates degree from an accredited college - \$225 per month;
- c) Bachelor's degree from an accredited college - \$550 per month;
- d) Advanced POST Certificate - 12.5% of base pay.
- e) Employees are eligible for one level of pay, typically the highest level of pay for which they qualify.

2. Sergeants:

Sergeants who possess the following POST certificates will receive additional compensation as follows:

- a) Advanced POST Certificate –12.5% of base pay.
- b) Supervisory POST Certificate - 2.5% of base pay, up to a maximum of \$300 per month.
- c) Compensation for Supervisory POST is provided in addition to Advanced POST compensation.

3. Education incentive pays will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments.

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

M. Call Back and Standby/On-Call Pay

1. Call Back: Unit members are subject to call back to respond to emergencies or operational issues identified by the Police Chief or his/her designee.
 - a) Call back is the unscheduled call to an off-duty employee requiring that they report to work. Call back procedures are established by department policy.
 - b) Unit members are compensated at time and one half an employees' regular hourly rate of pay for hours worked beginning when they are called to report for duty.
 - c) Unit members provided with a cell phone or pager to facilitate contact from the department but who are not otherwise restricted in personal pursuits nor required to comply with pre-established response times are compensated under call back should they be required to respond to work.
2. Standby/On-Call: Unit members may be scheduled for standby/on call duty (typically in one week increments). Standby/On-Call duty is prescheduled.
 - a) Standby/On-Call for one week increments will be compensated with seven (7) hours of base pay or compensatory time-off.
 - b) Standby/On-Call for less than one week increments will be compensated with one (1) hour of base pay per day or compensatory time off.
 - c) Employees whose comp time balance is at the maximum (120 hours) will be paid Standby/On-Call pay as straight time at his/her base hourly rate of pay.
 - d) Employees assigned to standby/on-call are subject to the following requirements:
 1. Be ready to respond immediately to calls for service;

2. Be reachable by telephone, pager or vehicle radio;
3. Be en route as soon as possible, but no longer than thirty
4. (30) minutes after receiving call;
5. Refrain from intoxicants or other activities which might impair the ability of the employee to perform the assigned duties;
6. Be able to return to the City or location of an emergency within ninety (90) minutes.

N. Cell Phone Stipend

In lieu of City issued cell phones, Police Sergeants will be provided with a smart phone stipend (currently \$80 per month) pursuant to the guidelines established in the Manual of Personnel & Administrative Rules.

Article 16. HOURS OF WORK/WORK SCHEDULES

A. Work Schedules

1. Unit members shall be paid for all hours worked. Unit members' record hours worked in fifteen minute increments of time. When an employee works more than seven minutes into the next payroll increment, the employee is expected to round up to fifteen minutes.
2. Work schedules are defined as an employee's regularly assigned hours of work. Unit members work a 4/10 or 3/12.5 work schedule. All unit members are scheduled to work 160 hours in the 28 day FLSA work period.
 - a) Unit members assigned the 4/10 work schedule work four ten hour shifts each week.
 - b) Unit members assigned the 3/12.5 work schedule work three twelve and one-half hour days each week and one ten hour day in the twenty-eight day work period.
 - c) For Police Officers and Corporals, each shift includes a paid thirty minute meal period with an additional fifteen (15) minutes for travel time.

- d) For Police Sergeants, each shift includes a paid 30 minute meal period.
- 3. For Police Officers and Corporals changes in work schedules may be made to accommodate operational needs of the department. Unit members (except those assigned to SES or SIU) shall be provided at least seven (7) calendar days' notice in writing for changes in work schedules, work hours, or work assignment unless the change is to accommodate staffing at a special event where the City was provided less than seven days of the need for department staffing.
- 4. For Police Sergeants, changes in work schedules may be made to accommodate operational needs of the department. Unit members (except those assigned to SES or SIU) shall be provided at least ten (10) calendar days' notice in writing for changes in work schedules, work hours, or work assignment unless the change is to accommodate staffing at a special event where the City was provided less than seven days of the need for department staffing.
- 5. Unit members assigned to Special Enforcement Section (SES) and Special Investigations Unit (SIU) work irregular schedules consisting of varied days and hours and therefore will frequently need to adjust work schedules to accommodate the unit operations. Although the seven day notice of work schedule changes is impractical, an effort will be made to consider individual employee circumstances when adjustments need to be made to hours and days of work.

B. Shift Trading

- 1. Unit members have the right to trade shifts with their colleagues. For Police Officers and Police Corporals, shift trades shall occur within the same classification and area of assignment. For Police Sergeants, shift trades shall occur within the same classification. All trades are subject to the following conditions:
 - a) Both employees agree to the shift trade voluntarily.
 - b) A supervisor approves the shift trade. Supervisors will

not unreasonably deny a trade. However, denials are not subject to being grieved.

- c) The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will have the time recorded on his/her timesheet by the individual completing the timesheet as time worked on his or her time sheet.
- d) Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
- e) If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

C. Overtime

- 1. Overtime is subject to pre-approval in compliance with department procedures and the City will ensure the member is compensated. Should pre-approval be impractical due to the exigency of the work, approval must be sought as soon as possible thereafter in accordance with department procedures.
- 2. Actual hours worked or regarded as having been worked (paid leaves) in excess of an employee's regular schedule will be paid at time and one-half the employees' regular hourly rate of pay.
- 3. Unit members may elect to accrue compensatory time off in lieu of payment of overtime up to a maximum of one-hundred and twenty (120) hours.
- 4. Employees may not receive overtime while also being compensated for any other hours of work except for movie detail or special events where the employee's compensation is contributed to by a third party at time and one-half.

5. Except in an emergency to maintain operations, unit members will be provided a minimum of a six (6) hour break between work shifts.

D. Compensatory Time Off (Comp Time)

1. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half for each hour worked subject to a maximum accrual of one hundred and twenty (120) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.
2. The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
3. Employees may request to cash out accrued compensatory time off at the employee's regular rate of pay at any time. In order to ensure employees are paid the appropriate regular rate of pay, requests that occur in the middle of a 28-day FLSA work period will be paid at time and one-half the employee's base hourly rate until the conclusion of the work period when the regular rate of pay can be established and the difference will be paid on the next possible paycheck.
4. Employees shall be compensated for all accrued compensatory time off at the regular rate of pay.

E. Rest Periods

1. When possible, every employee shall be provided two 15-

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

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

Article 17. LEAVES OF ABSENCE

A. Vacation

Vacation Accrual and Maximum

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

1. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
2. Unit members are allowed to cash out up to seventy-two hours of vacation once per calendar year. Cash outs are paid at the base hourly rate of pay.
3. Vacation approval is subject to the process identified in the Police Department policy. For efficient administration of the department, should the City Manager determine that vacation leaves of absence cannot be scheduled; the City Manager may authorize pay in lieu of vacation or allow accumulation of vacation above the maximum accrual.
4. Vacation continues to accrue to the maximum while an employee is in paid status which includes receiving 4850 benefits. It may also include time on FMLA/CFRA when an employee uses accrued leave and military leave when the City provides

salary continuance. Employees who exceed the cap while on paid leave shall continue to accrue vacation until the employee has a reasonable opportunity to take vacation leave and bring his or her vacation leave bank under the cap upon his or her return.

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

B. Holidays

1. Holiday hours count as hours worked for the purposes of overtime eligibility.
2. Unit members are eligible for holiday pay for the following nine holidays:

1. January 1
2. Third Monday in January
3. Last Monday in May
4. July 4th
5. First Monday in September
6. November 11th
7. Fourth Thursday in November
8. The day following the fourth Thursday in November
9. December 25th

3. Holiday Pay - Officers and Corporals

- a) Holiday pay for the above nine holidays will be provided as follows:

- i. Patrol Assignment: Officers and Corporals assigned to Patrol and Air Operations receive pay (in lieu of time off) for holidays. Holiday pay is equivalent to a unit members regular scheduled hours and will be paid at the employee's hourly base rate of pay. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).

When a holiday occurs, unit members in Patrol and Air Operations receive pay for the value of the holiday.

In addition, unit members in Patrol and Air Operations whose regularly scheduled work shift begins on the designated holiday will be paid at time and one-half the employee's base hourly

rate of pay. Effective the first pay period following implementation of the City's new timekeeping system, but no later than the pay period that includes July 1, 2019, unit members in Patrol and Air Operations who work between 12:00 am and 11:59 pm on a listed holiday will be compensated at a rate of time and one half the base hourly rate only for those hours which actually fall on the holiday. All other hours shall be paid at the applicable non-holiday rate of pay.

Should a unit member in Patrol or Air Operations request time off on a holiday, accrued leave must be used for the time off and holiday pay is provided in addition to the leave granted.

- ii. Non-Patrol Assignment: For Officers and Corporals who work outside of Patrol, holidays have a value equal to their regularly scheduled hours of work and employees receive time off in lieu of working on the holiday. If an employee is required to work on a holiday, the employee shall be paid time and one half the employee's regular hourly rate of pay for all hours worked. The employee shall have the option to bank the holiday by notifying his/her Lieutenant prior to the payroll deadline.

4. Holiday Pay – Sergeants

- a) Patrol and Non-Patrol Assignments: Holiday pay equivalent to a Sergeant's regularly scheduled hours will be paid at the employee's hourly base rate of pay. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).
- b) In addition, any Sergeant who works between 12:00 am and 11:59 pm on a listed holiday will be compensated at a rate of time and one half the base hourly rate only for those hours which actually fall on the holiday. All other hours shall be paid at the applicable non-holiday rate of pay.

5. Annually, unit members will receive floating holidays on the pay period that includes January 1 of each year. The number of floating holiday hours is as follows:

- a) Unit members working the 4/10 receive thirty (30) hours;
- b) Unit members working the 3/12.5 receive thirty-seven and a half

(37.5) hours.

6. The floating holiday bank has a maximum of 120 hours. Upon reaching the maximum, any additional floating holiday hours earned will be paid as cash at the base hourly rate of pay.
7. Once per calendar year, employees may request to cash out earned but unused floating holiday hours.
8. Use of floating holiday time is subject to supervisor/department head approval.
9. At the time of separation from employment, earned but unused floating holiday hours will be paid to the employee with the final paycheck at the employees' base hourly rate of pay.

C. Sick Leave

1. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
2. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor at least ninety (90) minutes preceding the time he/she is scheduled to report to work to explain the absence. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
3. The Police Chief or his/her designee has the authority to approve sick leave for unit members.
4. Unit members requesting to use sick leave for four days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employees' supervisor before returning to work.
5. A unit member who while on vacation becomes ill/injured and who

provides a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Police Chief.

6. Sick Leave Accrual

- a) Unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
- b) Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.
- c) Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes.

7. Sick Leave Cash out

- a) Officers and Corporals - Sick leave accrual that is in excess of 1200 hours may be cashed out or allocated to the employees' defined contribution plan at 50% of its value. This election can occur once per calendar year.
- b) Sergeants are not eligible to cash out sick time.

D. 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. Per California Military and Veteran's Code section 395.01, an employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity (provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty), and who has been employed by the City for at least a year is entitled to receive his or her salary or for the first 30 calendar days of any such absence. Pay for those purposes may not exceed 30 days in any one fiscal year. Military leave is not reportable to CalPERS as compensation earnable for purposes of retirement.

E. Bereavement

1. Unit members may use up to three consecutive work days or shifts of bereavement leave due to the death of an immediate family member (spouse, registered domestic partner, child, step-child, parent, parent of spouse/registered domestic partner, grandparent, brother, or sister)
2. Under special circumstances, the Police Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

F. Family Medical and Pregnancy Disability Leave

1. The City provides benefits, including leave, pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).
2. The City provides benefits, including leave, pursuant to the Pregnancy Disability Act (PDA).
3. Maternity Leave & Reduced Work Schedule
 - a) For unit members, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.
 - b) 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.
 - c) Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

Article 18. BENEFITS

A. Life Insurance

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

B. Dental Care Program

The City will contribute 100% of the employee only premium for dental coverage in one of the City offered plans.

1. For Officers and Corporals who cover one or more dependents, the City will contribute up to an additional \$55.00 per month above the employee only premium toward the dental plan premium.
2. For Sergeants who cover one or more dependents, the City will contribute up to an additional \$85.40 per month above the employee only premium toward the dental plan premium

C. Medical Insurance & EOBF Allowance

PEMHCA Minimum Contribution:

The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium.

Employee Optional Benefit Fund:

The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs. The 2018 EOBF amounts reflected below are inclusive of the PEMHCA statutory minimum:

Officers and Corporals:

Tier	Hired by the City prior to July 1, 2015	Hired by the City on or After July 1, 2015
Employee Only	\$1,106.15	\$613.29
Employee + 1	\$1,226.58	\$1,226.58
Employee + 2	\$1,594.55	\$1,594.55

EOBF Opt-Out Allowance	
Employees Hired Into a Sworn Law Enforcement Classification Prior to July 1, 2013	\$1,106.15*
Employees Hired Into a Sworn Law Enforcement Classification on or After July 1, 2013	\$400
Employees Hired Into a Sworn Law Enforcement Classification on or After July 1, 2015	\$400*

* The EOBF Opt-Out Allowances listed above shall be designated to the employee’s deferred compensation account. However, an employee may elect to receive the opt-out allowance in cash rather than as a deferred compensation, but will receive only 65% of the opt-out amounts listed above.

Sergeants:

Tier	Hired prior to July 1, 2015	Hired on or After July 1, 2015
Employee Only	\$1,329.64	\$613.29
Employee + 1	\$1,329.64	\$1,226.58
Employee + 2	\$1,594.55	\$1,594.55

EOBF Opt-Out Allowance	
Employees Hired Prior to July 1, 2013	\$1,210.64*
Employees Hired on or After July 1, 2013	\$400*

* The EOBF Opt-Out Allowances listed above shall be designated to the employee’s deferred compensation account. However, an employee may elect to receive the opt-out allowance in cash rather than as deferred compensation, but will receive only 65% of the opt-out amounts listed above.

To be eligible for the opt-out allowance, an employee must present the City proof of enrollment in another group health plan.

Increases to EOBF Amounts:

Each tier (employee only, EE+1, EE+2) of EOBF contribution shall be increased as necessary to ensure that the City contribution at each tier, at a minimum, equals or exceeds the lower of the LA Region premiums of the Blue Shield Access+ or Kaiser health plans.

D. Retiree Health

1. For each unit member, the City shall contribute 3% of base pay directly into the post-retirement medical trust fund designated by the Pasadena

Police Officers Association.

2. The Association shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. The Association shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.
3. Funds diverted to the medical trust shall be considered as salary for purposes of compensation comparisons.

E. Tuition Reimbursement

1. Regular employees pursuing a Bachelor of Arts degree or higher in a job related field at an accredited college or university shall be eligible for tuition reimbursement in the amounts listed below:
 - a) Officers and Corporals: \$850.00 per fiscal year
 - b) Sergeants: \$1,000 per fiscal year
2. In addition, Management shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program.
3. 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.
4. Eligibility for tuition reimbursement shall be in accordance City of Pasadena's Manual of Personnel and Administrative Rules.

F. Uniforms and Department-Issued Equipment

1. Uniforms that are replaced due to damage as a result of performing the job will be replaced with the same uniform that was damaged at no cost to the employee.
2. Effective with the first full pay period that includes July 1 of each year, all unit members receive a uniform allowance of \$1,000 paid as a lump sum payment.
3. Employees will purchase and wear uniforms pursuant to the

uniform guidelines established by the Police Department. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5), Uniform Allowance, for unit members regarded by CalPERS as “Classic Members” under PEPR. “New members” as defined under the Public Employees’ Pension Reform Act of 2013 will not have the value of the uniform allowance reported as special compensation.

4. The Department issued equipment includes the following: service weapon, gun belt, baton and holder, OC spray and holder, conducted energy weapon, holster, ammunition-loaders-case, handcuffs and case, belt keepers, rain coat, rain cap for hat, whistle with chain, motorcycle riding breeches, motorcycle riding boots, motorcycle safety helmet, flight helmet with appropriate eye protection, Nomex flight suit and a flashlight.

Department-issued equipment shall include 3 pairs of Kevlar-reinforced motorcycle riding britches and 1 Kevlar-reinforced jacket provided once every 3 years for unit members whose regular assignment is in Motors.

5. The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment.

G. Body Armor

1. Safety vests will be issued by the department and replaced according to department policy and Exhibit III of the MOU.
2. The department will purchase replacement vests in an amount not to exceed \$920.00. Any additional cost is paid by the employee.
3. Employees in patrol or performing work in the field are required to wear safety vests pursuant to department policy.

H. Long Term Disability

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

- a) Disability payments will commence on the 61st calendar day of the illness or injury;
 - b) Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month;
 - c) The maximum benefit period will be five years;
 - d) The City will contribute up to \$6.00 per month to the cost of the Plan.
2. As soon as possible following ratification of this MOU by the City Council, enrollment in this plan will be terminated and the City will not provide a long term disability plan to members of the PPOA.

I. Mileage Reimbursement

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

J. Professional Development Allowance – Police Sergeants

1. Sergeants shall be eligible for a professional development allowance of \$500 per fiscal year. Officers and Corporals are not eligible to receive a professional development allowance.
2. The Police Chief may approve eligible expenses which contribute to the personal development of the Sergeant and/or enhance knowledge in the field work or profession.
3. Eligible expenses shall include one or more of the following: Membership in the community, civic or professional organization, professional conference or training workshops not budgeted, job related personal expenses related to civic and community activities, including testimonials, education tuition reimbursement for specialized programs or as a supplement to the City's tuition reimbursement program, subscriptions to

professional and educational journals and publications not budgeted, membership to health and physical fitness facilities, annual medical examination, and computer or other specialized equipment (for home which is compatible with City equipment).

4. The professional development allowance shall not be accumulated or carried forward beyond each year of the MOU.

Article 19. SALARY ADMINISTRATION

A. Probationary Period

1. The probationary period for a Police Officer (Trainee/Recruit/Pre-Service) is eighteen (18) months.
2. The probationary period for a Police Officer (Lateral), Police Corporal, and Police Sergeant is twelve (12) months

B. Step Increases – Officers and Corporals

1. Employees are eligible to move through the steps of the pay range at one year intervals and upon receipt of a performance evaluation with a rating of “satisfactory.”
2. Officers and Corporals shall receive performance evaluations July 15th of each year and are eligible for a step increase at the beginning of the pay period that includes July 15th as set forth in paragraph 3.
3. Officers and Corporals who do not receive a performance evaluation on July 15th will be granted the step increase through August 15th. There shall be a grace period between July 15th – August 15th for the department to issue a performance evaluation. In the event that the employee receives a performance evaluation by August 15th that has a rating of “needs improvement” said employee shall revert to his/her prior step without penalty. Should the employee fail to receive a performance evaluation by August 15th, the employee may receive an evaluation at a subsequent date. Should an evaluation received after August 15th have a rating of “needs improvement,” the employee will receive the evaluation but maintains the step increase granted in July.

4. Notwithstanding paragraph 1 hereinabove, following the placement in the steps as identified in Article 15, employees shall advance to the next step upon the receipt of a satisfactory performance evaluation on or after July 15, 2015. For example, employees who are placed at step seven as of July 1st would advance to step eight as of July 15, 2015 and receive additional step increases each July until they are at step ten.

C. Step Increases – Sergeants

1. Sergeants are eligible to move through the steps of the pay range at one year intervals and upon receipt of a performance evaluation with a rating of “satisfactory” within the previous 12 months.
2. Sergeants will be eligible for step increases one year from the date of their previous merit increase up to step 5.
3. Employees who do not receive a performance evaluation on or before the scheduled annual due date will automatically be granted a salary increase to the next higher step effective on the evaluation due date.
4. There shall be a four-week grace period between the evaluation’s annual due date for the department to issue a performance evaluation. In the event that the employee receives a performance evaluation within four weeks of the evaluation’s scheduled due date that has a rating of “needs improvement”, the employee shall revert to his/her prior salary step without penalty effective the date the evaluation was provided.
5. Should an evaluation with a rating of “needs improvement” be provided to the employee after 4 weeks from its due date, the employee will receive the evaluation but maintain the higher step in the salary range that was granted on the evaluation’s due date.

D. Promotion

1. The promotional probation period for Police Corporal and Sergeant is one year.
2. When an is promoted to a higher classification, he/she shall

promote to the step which will provide a base pay increase of at least 5%.

4. Additional step increases will be reviewed at one year intervals and upon the receipt of a performance evaluation with a rating of "satisfactory" as set forth in sections B or C above until such time as the employee has exhausted the step increases.
5. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

E. Temporary Upgrade Pay (Acting Assignment)

1. The department head may authorize the temporary assignment of an absent employee's duties to a qualified employee whenever such qualified employee is available in a lower salaried class.
2. Whenever possible and practical, when there is a current eligibility list, an employee will be selected from that list, with preference given to those who have been previously certified to the department as the top qualified candidates.
3. Payment at the new rate shall begin on the first day of assignment to the higher classification.
4. The assignee, under this provision, shall be expected to fulfill most of the functions and responsibilities of the absent employee for the period of the assignment.
5. The assignee, under this provision, will be paid for those days worked during the period of the assignment at the lowest step in the higher classification most nearly equal to a 5% increase in the assignee's classification.

F. Temporary Upgrade Pay (Acting Watch Commander)

1. A Police Sergeant assigned to the role of Watch Commander at a time when no Watch Commander/Lieutenant is on duty will receive a 10% premium for the hours so assigned. Such premium will not apply for assignments of less than one hour.

2. At the sole discretion of the Police Chief, a Sergeant may be assigned as Acting Lieutenant for position coverage overtime in the rank of lieutenant, if the Police Chief determines that replacing the lieutenant is in the best interests of the Department.

Article 20. DISCIPLINE

- A. The City may take disciplinary action for just cause. Disciplinary actions shall include: oral and written warnings, written reprimand, suspension, demotion, pay reduction, transfer for purposes of punishment and termination, as well as any other action which would entitle the employee to an administrative appeal as described by the Public Safety Officers' Procedural Bill of Rights Act.
- B. The following shall apply to personnel investigations:
 1. Interview Procedures
 - a) In all cases wherein the employee is interviewed, the person responsible for the interview shall:
 1. Inform the employee that he/she has a right to be represented by counsel or any representative during the interview.
 2. An employee under investigation may, upon request, receive a copy of the following prior to the officer's interrogations: (a) any citizen complaint and/or department complaint which forms the basis for the internal affairs investigation; (b) any statements prepared by the subject employee (such as written reports to superior officers) or summaries or MAV video/audio recordings or verbatim transcriptions of any statements of the subject employee prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews.
 3. Conduct the interview at a reasonable time and date to allow for the employee procurement of representation.

4. Identify to the employee all persons present or participating in the interview.
 5. Conduct the interview for a reasonable length of time.
 6. Not expose the employee to offensive language, threats of transfer, disciplinary action, or loss of employment.
 7. Cause a recorded record to be made of the interview, which shall be available to the employee on request.
- b) In the event the employee is being investigated for a criminal offense, prior to the interview, the employee shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the employee is admonished.
- c) Employees, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
1. Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
 2. Failure to answer questions when ordered may result in disciplinary action and/or termination.
 3. If the employee is ordered to answer questions, the following statement may be read into the record:
 - i. "The Police Department of Pasadena, California, is conducting an investigation and I, _____, a Police Officer/Corporal for the City, have been ordered to answer questions."
 - ii. "I have been advised that if I do not comply with the order, I may be disciplined or terminated from the

department for failure to obey said order."

- iii. "In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law."

C. Skelly Meeting

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

1. Meeting between the Chief and the employee only;
2. Meeting between the Chief, the employee and the employee's representative;
3. Meeting between the Chief, the employee and the employee's representative – meeting is tape recorded.
4. The employee must notify the Chief prior to the meeting as to which option he/she desires to use.

D. Final Discipline and Appeal

An employee who receives a notice of disciplinary action shall the have right to appeal the discipline at a hearing presided over by a hearing officer, except in the case of oral and written warnings. There shall be no appeals beyond the pre-disciplinary meeting with the Chief of Police in cases of oral or written warnings. Written reprimands shall be handled in accordance with the written reprimand provisions of the Pasadena Police Department Policy Manual, Section 340, which is hereby

incorporated by reference.

1. The employee, or the employee's representative, must submit a written request for a hearing within fourteen (14) calendar days of the employee's actual receipt of the notice of disciplinary action. The request shall be submitted to the office of the Chief of Police.
2. The Police Chief, or their designated representatives, shall attempt to informally resolve the appeal and shall arrange a meeting with the appellant and the employee appropriate representative, if any. In the event the parties are unable to resolve the dispute, then at this same meeting they shall attempt to agree upon the issue, or issues, to be presented at arbitration.
3. Within ten (10) calendar days the City and the employee, through their representatives, if any, shall communicate to discuss the identity of a mutually agreeable hearing officer. If the parties cannot agree upon the identity of the hearing officer, then the City shall promptly request of PERB that it provide a list of ten (10) persons qualified to act as the hearing officer.
4. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall endeavor to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the party to strike the first name shall be determined by flipping a coin) until one (1) name remains, and that person shall be the hearing officer.
5. The hearing officer shall conduct the hearing as he or she deems appropriate to ensure the employee receives due of process of law, the principles of just cause are honored and judicial decorum is maintained.
6. The hearing officer shall render a written opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended. The opinion shall be served upon the parties and the Municipal Employee Relations Officer.
7. Within thirty (30) calendar days following the date of service of the advisory opinion, the Municipal Employee Relations Officer shall either adopt, reject or modify the hearing officer's finding of facts, and recommended award. The Municipal Employee Relations

Officer's decision shall be in writing and served upon the parties within the 30 calendar day window, and shall constitute the final administrative decision subject to appeal under CCP 1094.5.

- E. No employee shall be disciplined or in any way discriminated against for exercising their lawful rights pursuant to this policy.
- F. This appeal process supersedes any conflicting order, policy, rule or procedure, except those that are mandated by state or federal law.

Article 21. GRIEVANCE

A. Definition

- 1. Grievance: A dispute between the PPOA, an employee or a group of employees and the City regarding an interpretation or application of the MOU, or of the written rules and regulations or past practices governing matters within the scope of representation.

B. Guidelines

- 1. An employee may file a grievance without jeopardizing the employee's employment or fear of retaliation.
- 2. Discrimination Complaint Procedure - Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.
- 3. An 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.

4. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

- a) The grievant shall orally present the grievance to the immediate supervisor or Human Resources to identify an appropriate representative within fourteen (14) calendar days following the event or events upon which the grievance is based. The grievant may be assisted by a representative in presenting the grievance.
- b) The immediate supervisor or designee shall make whatever investigation is deemed necessary and may arrange a meeting with the grievant to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.
- c) If the grievant is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2

- a) If the grievant desires to move the grievance to Step 2, the grievant shall submit the grievance in writing, to the Police Chief, within ten (10) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.
- b) The written grievance must contain a complete statement of the complaint including the MOU provision, rule or regulation or past practice alleged to

have been violated, the facts upon which it is based, the grievant's reasons for the appeal, and the remedy being requested.

- c) The Police Chief and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the grievant and appropriate representative. A decision, in writing, shall be given to the grievant within ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting, whichever is later.
- d) Upon completion of the step 2 process, only the PPOA may move the grievance to Advisory Arbitration. The step 2 decision is the final administrative decision in all instances where the PPOA does not move the grievance to arbitration.

3. Advisory Arbitration

- a) The Association's submittal of the arbitration request shall be in writing; shall be signed by the authorized Association representative or its legal counsel, and shall be submitted to the Director of Human Resources within fourteen (14) calendar days of the written decision at Step 2.
- b) 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 arbitrator. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
- c) Within seven (7) calendar days following the meeting to prepare the issues statement, the City shall request that PERB provide a list of seven (7) persons qualified to act as arbitrators.
- d) Within seven (7) calendar days following receipt of the

list of arbitrators, the parties shall endeavor to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.

- e) The arbitrator shall conduct the hearing as he or she deems appropriate in keeping with judicial decorum and providing each party an opportunity for a full and fair evidentiary hearing.
- f) The arbitrator shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion 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 Union and the City representatives.
- g) Within thirty (30) calendar days following the date of service of the advisory opinion, the Municipal Employee Relations Officer shall either adopt, reject or modify the hearing officer's finding of facts, and recommended award, if any. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.
- h) Each of the parties involved shall contribute equally to the fees and expense of the arbitrator, and any transcriptionist. Cost of transcripts shall be the responsibility of the party that requested them. . Each party shall bear its own witness and attorney fees.

Article 22. LAYOFF

A. Definition

Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent due to lack of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

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.
2. Layoff shall be made by specific Job Series (i.e., Police Officer, Police Corporal, and Police Sergeant). If there is a layoff, employees with two or fewer years as a Police Corporal or Sergeant have the right to return to their most recent prior classification, if any.
3. Individuals with the least seniority in their classification shall be laid off first.
4. 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) Employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - b) If any employees cannot be placed as described above, such employees may be considered by other departments as follows:
 - 1) The employee is physically able to perform the required duties.
 - 2) 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.

- 3) The employee meets the minimum qualifications and physical standards of the position.
 - 4) Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.
5. 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.
 6. 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.
 7. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department.
 8. Employees who cannot be placed, and must be laid off, shall have their names placed on a reemployment list and shall be eligible as follows:
 - a) To compete in promotional examinations for which they are qualified for a period of 12 months.
 - b) To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred,

provided that the employee is able to perform the duties of the job.

9. Any employee who must be laid off shall receive a severance pay benefit based on the following considerations: (Should it be determined that the City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)
 - a) Severance pay shall be at the rate of 60% of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments.
 - b) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
 - c) Employee must have completed at least one year of service before being entitled to this benefit.
 - d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoffs.
 - e) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - 1) Employees will not continue to accumulate any longevity- based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
 - 2) The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be

made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.

- 3) The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
 - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
 - 5) Laid-off employees, who are not recalled within the 12 month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
- f) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
 - g) Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to re-employment, the employee will be removed from the reemployment list.
 - h) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full- time position.

- 1) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects or programs supported by other agencies.
10. 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.
11. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
12. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
13. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

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 12 months.
 - a) All departments where classifications exist which are on the recall list will be notified of the employee's availability.
 - b) Individuals on the recall list will be appointed to vacancies for which they qualify in the department

from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists - promotional or open competitive - are used.

Article 23. DRUGS AND ALCOHOL

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

[A detailed policy statement on drug and alcohol abuse is listed in Exhibit II.]

Article 24. TRANSPORTATION DEMAND MANAGEMENT PROGRAM (PRIDESHARE)

Unit members must participate in the PrideShare program as identified in the City's Personnel Manual of Policies and Procedures. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Non-solo drivers have benefits provided per the policy.

Article 25. NO SMOKING POLICY

Unit members shall comply with the No Smoking policy of the City of Pasadena and the Police Department.

Article 26. LIGHT DUTY

- A. At the discretion of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve a change of work hours and/or days off.
- B. Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment

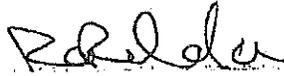
to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion. On duty injuries shall take precedence, however.

- C. Light duty assignments shall be limited to sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the sixty (60) day period.
- D. In addition, employees who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rule when:
 - 1. There is a predictable time frame for a return to full duty;
 - 2. To comply with the sixty (60) calendar day rules would cause significant financial hardship; and
 - 3. The Department has specific work for the employee to perform.
- E. If a waiver is granted, such waiver does not create a permanent light duty position, but is rather, intended solely to reasonably accommodate an employee on a temporary basis.
- F. To the extent permitted by law, the sixty (60) calendar day limit set forth in this subsection shall not apply in the case of pregnancy. Upon request, the Department and Association may re-open negotiations on the light duty policy as it applies to pregnancy assignments.

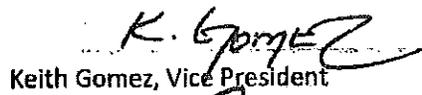
City of Pasadena and Pasadena Police Officers Association
Memorandum of Understanding
July 1, 2018 – June 30, 2021

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective July 23, 2018.

PASADENA POLICE OFFICERS ASSOCIATION



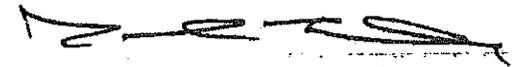
Roger Roldan, President



Keith Gomez, Vice President



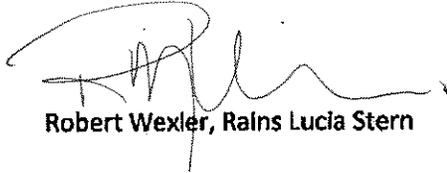
David Eanes, Treasurer



Tom Blanchard, Board Member /
Negotiating Team



Sam de Silva, Board Member / Negotiating
Team



Robert Wexler, Rains Lucia Stern

CITY OF PASADENA



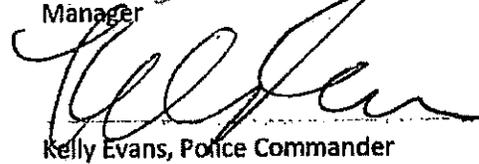
Steve Mermell, City Manager



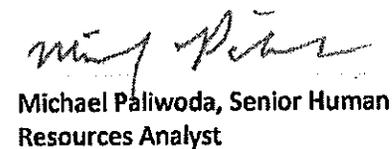
Jennifer Curtis, Human Resources
Director



Alex Souto, Human Resources
Manager



Kelly Evans, Police Commander



Michael Paliwoda, Senior Human
Resources Analyst



Irma Rodriguez-Moisa, Andelson
Atkinson Loya Rudd and Romo

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	Hourly	\$ 38.7971	\$ 39.7670	\$ 40.7612	\$ 41.7802	\$ 42.8247	\$ 43.8953	\$ 44.9927	\$ 46.1175	\$ 47.2705	\$ 48.4522
	Annual	\$ 80,698	\$ 82,715	\$ 84,783	\$ 86,903	\$ 89,075	\$ 91,302	\$ 93,585	\$ 95,925	\$ 98,323	\$ 100,781
Police Corporal	Hourly	\$ 45.1850	\$ 46.3146	\$ 47.4725	\$ 48.6593	\$ 49.8757	\$ 51.1226	\$ 52.4007			
	Annual	\$ 93,985	\$ 96,334	\$ 98,743	\$ 101,211	\$ 103,742	\$ 106,335	\$ 108,993			
Police Sergeant	Hourly	\$ 55.8672	\$ 57.5432	\$ 59.2695	\$ 61.0476	\$ 62.8790					
	Annual	\$ 116,204	\$ 119,690	\$ 123,281	\$ 126,979	\$ 130,788					

Effective August 20, 2018 - Steps 1 - 3 of the salary scale for Police Officer and Police Corporal will be eliminated and step 4 will become the new step 1 for both classifications.

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	Hourly	\$ 41.7802	\$ 42.8247	\$ 43.8953	\$ 44.9927	\$ 46.1175	\$ 47.2705	\$ 48.4522
	Annual	\$ 86,903	\$ 89,075	\$ 91,302	\$ 93,585	\$ 95,925	\$ 98,323	\$ 100,781
Police Corporal	Hourly	\$ 48.6593	\$ 49.8757	\$ 51.1226	\$ 52.4007			
	Annual	\$ 101,211	\$ 103,742	\$ 106,335	\$ 108,993			
Police Sergeant	Hourly	\$ 55.8672	\$ 57.5432	\$ 59.2695	\$ 61.0476	\$ 62.8790		
	Annual	\$ 116,204	\$ 119,690	\$ 123,281	\$ 126,979	\$ 130,788		

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	Hourly	\$ 43.0336	\$ 44.1094	\$ 45.2122	\$ 46.3425	\$ 47.5010	\$ 48.6886	\$ 49.9058
	Annual	\$ 89,510	\$ 91,748	\$ 94,041	\$ 96,392	\$ 98,802	\$ 101,272	\$ 103,804
Police Corporal	Hourly	\$ 50.1190	\$ 51.3720	\$ 52.6563	\$ 53.9727			
	Annual	\$ 104,248	\$ 106,854	\$ 109,525	\$ 112,263			
Police Sergeant	Hourly	\$ 57.5432	\$ 59.2695	\$ 61.0476	\$ 62.8790	\$ 64.7654		
	Annual	\$ 119,690	\$ 123,281	\$ 126,979	\$ 130,788	\$ 134,712		

Classification		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	Hourly	\$ 44.1094	\$ 45.2122	\$ 46.3425	\$ 47.5010	\$ 48.6886	\$ 49.9058	\$ 51.1534
	Annual	\$ 91,748	\$ 94,041	\$ 96,392	\$ 98,802	\$ 101,272	\$ 103,804	\$ 106,399
Police Corporal	Hourly	\$ 51.3720	\$ 52.6563	\$ 53.9727	\$ 55.3220			
	Annual	\$ 106,854	\$ 109,525	\$ 112,263	\$ 115,070			
Police Sergeant	Hourly	\$ 58.9818	\$ 60.7513	\$ 62.5738	\$ 64.4510	\$ 66.3845		
	Annual	\$ 122,682	\$ 126,363	\$ 130,153	\$ 134,058	\$ 138,080		

EXHIBIT II – ALCOHOL AND DRUG POLICY

**City of Pasadena and PPOA
Alcohol and Drug Policy**

A. PURPOSE

It is the purpose of this policy to ensure that unit members who perform their job do so free of the effect of alcohol or any substances (whether illegal or not) and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

B. POLICY

With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is City's policy that employees' shall not be under the influence of or in possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person; nor have their ability to work impaired as a result of the use of alcohol or any drugs or substances.

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

If the City has a reasonable suspicion that an employee may have alcohol or drugs on City property, the City may proceed in a manner consistent with Government Code section 3309. Employees reasonably believed to be under the influence of alcohol or drugs (the use of alcohol or any illegal substance or use of a prescribed drug in a manner and to a degree that causes any impairment in the employee's work performance or the ability to use City property or equipment safely) shall be prevented from engaging in further work, may, as addressed below in this policy, be ordered to submit to a drug and or alcohol test and shall, for safety purposes be provided transportation from the work site, whether that is to a drug and or alcohol test or if no test is administered, to the employee's residence or other similar location.

Employees who voluntarily seek treatment for alcohol consumption, abuse or alcoholism

or 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. The employee is also entitled to use Family and Medical Care Leave in accordance with the law.

C. APPLICATION

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

D. EMPLOYEE ASSISTANCE PROGRAM

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

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

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

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

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

The employee can schedule an appointment on his/her own time (days off, before or

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

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

E. EMPLOYEE RESPONSIBILITIES

Except in the performance of duty, an employee must:

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

drugs or alcohol or engaging in illegal drug related activities.

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

F. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

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

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

- a) Slurred speech;
- b) Odor of an alcoholic beverage on breath;
- c) Unusual, anti-social behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
- d) Unsteady walking and movement;
- e) An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use of drugs or alcohol;
- f) Patterns of physical altercation;
- g) Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;

- h) Possession of alcohol or drugs unrelated to job responsibilities;
 - i) Information obtained from a reliable person with personal knowledge. The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
1. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall, prior to or within 24 hours of such requests, document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence (as defined above) of drugs or alcohol.
 2. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee that failure to comply is insubordination and will result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work site to the collection facility to submit to the test.
 3. In addition to the reasonable suspicion testing set forth above, individuals serving in the capacity as Helicopter Pilots, K-9 Handlers and Special Investigation Section shall be subject to random drug testing. Individuals serving in these sections shall be subject on a random periodic basis. Individuals wishing to enter these assignments may be subject to testing prior to being assigned. Testing conducted pursuant to the provisions of the random testing program shall be conducted pursuant to the provisions of this section.
 4. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the consent of the employee.

G. PHYSICAL EXAMINATION AND PROCEDURE

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

H. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

1. 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. All relevant facts will be taken into consideration in determining if discipline is appropriate and if so, at what level.
2. If the drug screen is positive, the employee must provide within 24 hours of request (or as soon as possible) bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, the employee may be subject to disciplinary action up to and including discharge. Even if the employee has a prescription for the medication, the employee could still be disciplined if he/she did not comply with the requirements of this policy regarding use of prescription medications.
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. Any employee who tests positive for drugs and or alcohol is subject to follow up random testing over the 12 month period following the positive test. There will be at least two random follow up tests during the 12 month period.

I. CONFIDENTIALITY

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

J. HOLD HARMLESS CLAUSE

The City agrees to indemnify, defend and hold PPOA harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by

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Memorandum of Understanding
July 1, 2018 – June 30, 2021

agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.

EXHIBIT III – PROTECTIVE VEST AND BODY ARMOR REPLACEMENT

Protective Vests/Body Armor Replacement

1. The approved protective vest will be rated as a Level II or IIA or above.
2. The employee may receive a replacement vest or reimbursement for the purchase of a protective once every five years.
3. Reimbursement will not exceed \$920.00 for any one purchase or the cost of the vest, whichever is less.
4. Process for Use of Contract Vendor

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

If the employee chooses to obtain the protective vest, the price of which exceeds \$920, the employee shall pay the contract vendor for the price difference at the time of ordering the vest.

5. Process for Employee Reimbursement

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

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

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

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

EXHIBIT IV – CORPORAL CLASSIFICATION

PREAMBLE

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

1. **CLASSIFICATION TITLE**

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

2. **DEFINITION OF CORPORAL CLASSIFICATION**

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

3. **ESSENTIAL FUNCTIONS**

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

- a) Assignment of corporals to any division, section, and unit shall be based upon operational needs as determined by the Department.
- b) Corporals may function as team leaders within individual service areas.
- c) Corporals shall be regarded as senior to individuals occupying the police officer classification, in terms of authority and responsibility.

- d) Unless tactical circumstances warrant, corporals will not typically be assigned as handling units for priority 1 and 2 calls.
- e) Unless tactical circumstances warrant, corporals will not typically be assigned priority 3 and 4 radio calls.
- f) When assigned to investigative services, corporals shall function in the role of detective within the accepted definitions of said assignments.
- g) Both corporals and police officers assigned to investigative services shall be referred to as DETECTIVE.
- h) Corporals may be assigned as either section or unit leaders.
- i) In addition to corporals, individuals who on the date of commencement of a sergeant's promotional examination have, or will have completed ten (10) consecutive years of service classified as a sworn peace officer, the last five (5) years of which was served as a sworn police officer in the employ of the City of Pasadena, shall be permitted to participate in a sergeant's promotional examination.
- j) Immediately prior to commencement of the meet and confer process for the 1998-99 fiscal year (and thereafter), the corporal classification consisted of an authorized compliment of thirty-one (31) positions. The thirty-one (31) positions were supplemented by six (6) authorized police officer classifications whereby police officers could serve a maximum of two (2) continuous years in a corporal assignment. Said "rotational" police officers would commence compensation at Step 4 of the investigator salary scale, with an adjustment to Step 5 after completion of a six-month probationary period. Accordingly, immediately prior to commencement of this meet and confer process, thirty-seven (37) paid positions were authorized for investigator assignments (31 individuals classified as investigator, plus six rotational police officers compensated at various investigator steps).

Although the parties acknowledge that no binding representation can be made as to the number of authorized paid corporal positions which will exist during the term of a

successor Memorandum of Understanding, it is the intent of management to seek authorization to maintain thirty-six (36) authorized and paid corporal positions.

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

Reassignment of a rotational officer prior to, after, or simultaneous with the completion of a one-year rotational assignment shall be the result of either an agreement of the rotational officer and the Department, or as a result of the Department's unilateral determination, regardless of the reason for said determination. In any case where the reassignment is the result of the Department's unilateral determination, the assignee shall have the option of convening a meeting with the Chief of Police to seek modification of the Department's decision. The meeting with the Chief of Police shall be governed by procedures applicable to meetings governed by the case of *Skelly v. State Personnel Board*. Accordingly, this shall not be an evidentiary, trial-type administrative hearing, there shall be no right to subpoena documents for witnesses, there shall be no rights to discovery, although the Department shall provide the subject employee with a written explanation for the Department's determination. The subject employee may exercise this option by serving the Office of the Chief of Police with a written request for such a meeting, not later than five (5) calendar days after receipt by the employee of notice of the intended reassignment. The requested meeting with the Chief of Police shall be conducted not later than five (5) calendar days after the written request for the meeting is served. The

determination of the Chief of Police shall be final, and there shall be no other administrative process, by which to contest the Chief's determination. It is agreed that the appeal process described herein for the rotational officer positions complies with the "administrative appeal" provisions of Government Code Section 3304(b). However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

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

4. ADDITIONAL MODIFICATIONS TO TERMS AND CONDITIONS AFFECTING INVESTIGATOR CLASSIFICATION

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

- a) Unless otherwise specifically provided for in the MOU, corporals assigned to any division, section or unit shall likewise receive no assignment-related premium compensation over and above the base salary assigned to said corporal's pay-step within the corporal range.
- b) Prior to and during the meet and confer process for the 1998-99 fiscal year and thereafter, six (6) individuals classified as a police officer, have been and are assigned to perform rotational duties in the investigative services division. Pursuant to the 1996-98 MOU, said police officers are receiving premium compensation at Steps 4 and/or 5 of the corporal (investigator) salary range. Any such police officers assigned to

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perform rotational duties in the investigative services division on the date that this MOU is adopted by the City Council shall continue to receive said premium compensation for the duration as their rotational duty assignment. Any individual classified as a police officer who is assigned to perform rotational duties after the adoption date of this MOU shall receive no premium compensation, and instead shall be compensated at the base salary level attendant to the classified position of police officer.