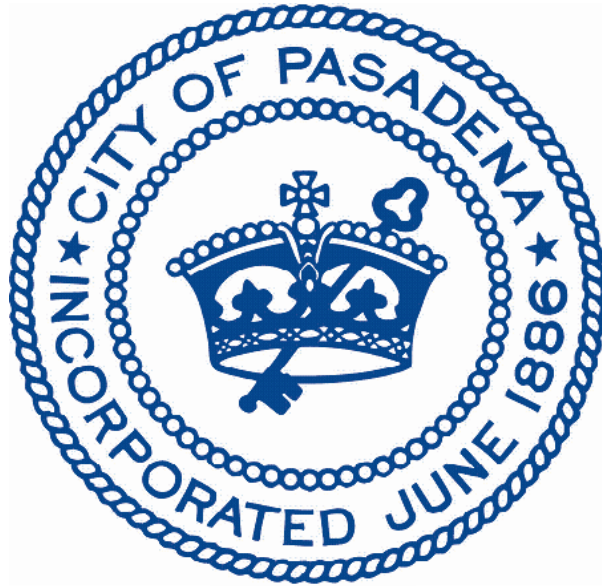


# City of Pasadena



Memorandum of Understanding

Between City of Pasadena  
And  
Pasadena Police Supervisors Association

Term  
January 29, 2024 - June 30, 2028

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## **Chapter 1 – GENERAL PROVISIONS**

### **Article 1 - Preamble**

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

It is the intent and purpose of this MOU to set forth the total and complete understanding and agreement between the parties regarding matters set forth herein.

### **Article 2 - Recognition**

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Relations Resolution No. 555, the City acknowledges the PPSA as the exclusive representative, including for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment, for all employees in the classifications of Police Supervisor and Forensic Supervisor or as may be appropriately modified in accordance with Resolution No. 555. All other classes not specifically listed are excluded from representation by PPSA.

### **Article 3 – Term**

The term of this MOU shall be from January 29, 2024 through June 30, 2028.

### **Article 4 – 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 board, such invalidation shall not affect the remaining portions of this MOU.

### **Article 5 – Modification Clause**

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

### **Article 6 – Non-Discrimination**

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

law.

## **Chapter 2 – COMPENSATION**

### **Article 7 – Salary**

#### **Section 7.1 - Base Salary**

The base salary for employees in both classifications represented by the PPSA are set forth in the salary schedule in Appendix A to this MOU.

Employees who are members of the bargaining unit on the first day of the pay period following City Council approval of this MOU will receive a one-time payment of five hundred dollars (\$500.00). This payment will not be reported to CalPERS.

Effective the pay period that includes July 1, 2024, base pay for each classification will be increased by one and three-quarters percent (1.75%).

Effective the pay period that includes July 1, 2025, base pay for each classification will be increased by three percent (3.0%).

Effective the pay period that includes July 1, 2026, base pay for each classification will be increased by three percent (3.0%).

Effective the pay period that includes July 1, 2027, base pay for each classification will be increased by three percent (3.0%).

All other economic modifications to which the parties agreed to in this MOU take effect on the second pay period following Council approval of the MOU, or the pay period that includes July 1, 2024, whichever occurs earlier.

#### **Section 7.2 - Movement within the Salary Range**

Employees are eligible for movement within the established salary range during the annual performance evaluation process as determined by their supervisor and with approval of the Police Chief. During the annual performance evaluation process, an individual demonstrating the ability to consistently meet expectations for the position which results in accomplishments achieved during the review period are eligible for salary increases up to the control rate.

An individual demonstrating the ability to consistently meet expectations for the position will receive a 3% increase in annual base pay no more than once every twelve months. The Police Chief may grant up to a total of 7% increase in annual base pay up to the salary control rate for employees whose performance consistently exceeds expectations or who has completed

significant projects that have department-wide or citywide impact as noted in their performance evaluation.

Employees will remain on the salary range through the pay period that includes July 1, 2024, at which time they will move to the step system. Effective the pay period that includes July 1, 2024, employees will move to the nearest step that is equal to or exceeds their then current rate of pay. Employees are eligible for movement to the next step (up to the top step of their range) within their established salary range following the receipt of their annual performance evaluation, which demonstrates that they meet expectations for their position.

### **Section 7.3 – Salary on Promotion**

When an employee is promoted to a PPSA classification, they shall be placed at the lowest step in the salary range that will provide an amount equal to or greater than a one-step or 5% increase in compensation. The one-step or 5% increase will be measured by the compensation schedule (base salary to base salary) from which the employee is being promoted.

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

## **Article 8 – Additional Pays**

### **Section 8.1 – Anti-Compaction Pay**

When the maximum salary for a classification covered under this MOU is less than ten percent (10%) above the maximum salary of a subordinate classification, the City Manager or their designee may grant anti-compaction pay in an amount that will result in a ten percent (10%) differential between the salary of a subordinate classification and the employee's step on their salary range.

Completion of an Anti-Compaction Pay Authorization form will be required to identify the compaction issues that warrant such pay. Individuals receiving anti-compaction pay will be reviewed not less than annually to determine if the pay should continue.

### **Section 8.2 – Temporary Upgrade Pay (Acting Assignments)**

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

Employees assigned to an acting assignment will receive 5% of base pay as temporary upgrade

pay from the first day of appointment in the higher level position.

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

### **Section 8.3 – Shift Differential**

Employees assigned to work between 2:00 p.m. to 5:59 a.m. will be eligible for shift differential and will be paid at the rate of \$1.75 per hour for the entire shift if they work four hours or more between the hours of 2:00 p.m. and 5:59 a.m. This only applies to shifts which start at 2:00 p.m. or later.

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) and 571.1(b)(3) Special Assignment Pay – Shift Differential. However, it is CalPERS who makes the final determination on whether any pay is pensionable.

### **Section 8.4 – Bilingual Pay**

Employees in classifications where bilingual skills are used as part of job duties and who pass the City's bilingual proficiency exam and if approved by their manager as working in a position where use of bilingual skills is part of their job, will be eligible to receive bilingual pay of \$90 per month.

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

### **Section 8.5 – Lead/Supervisor Pay**

Employees who are approved (by the City Manager or designee) to be assigned routinely and consistently as a lead or supervisor over a group of employees in the same classification, shall receive Lead/Supervisor Pay in the amount of five percent (5%) of base salary. This assignment and pay will only be provided to one employee at a time in a particular work group (e.g., Police Dispatch, the Jail). Completion of an authorization form will be required to identify the specific tasks and/or assignments being performed or to be performed. This assignment and pay shall not be provided to compensate for additional work outside of normal work hours, nor shall it be pay for extraordinary performance.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(1) and 571.1(b)(2) Lead Worker/Supervisory Premium. However, it is CalPERS who makes the final determination on whether any pay is pensionable.

### **Section 8.6 - Court Appearance Pay**

Employees who, on a scheduled time off, are required to be present in court in connection with the performance of their duties, shall receive two (2) hours minimum compensation at time and one-half.

In the event such person is required to be present during both the morning and afternoon sessions of the court on the same day, such person shall receive five (5) hours minimum compensation at time and one-half.

If an employee receiving court appearance pay was off duty when required to be present in court, but while in court, their regularly scheduled hours began, at the start of their shift, they shall no longer receive minimum compensation at time and one half, but start being paid for their regularly scheduled hours.

Employees whose shifts are extended to include a court appearance pay shall be paid for those hours in court at time and one-half.

### **Section 8.7 - Call Back Pay**

Unit members are subject to call back to respond to emergencies or operational issues identified by the Police Chief or their designee.

Call back is the unscheduled call to an off-duty employee requiring that they report to work. Unit members are compensated with overtime for hours worked beginning when they receive the phone call to report for duty until they return to their point of origin.

Call back pay will be paid with a minimum of two hours of overtime unless the call back is within two hours of their regular shift. In those cases, employees are compensated with overtime until their regular shift starts. When the regular shift starts, the employee will receive regular base pay.

### **Section 8.8 - Standby Pay/On-Call Pay**

Standby/On-Call is assigned and scheduled in advance by management.

Standby/On-Call will be assigned as equally as possible among those employees available to report to a call to return to work.

An employee who would be unable to respond within forty-five (45) minutes of a call requiring them to return to work, may not be scheduled on the standby/on-call list unless approved by management.



Standby/On-call pay is one (1) hour of pay for each regular workday and two (2) hours of pay for each regular day off or observed City holiday.

Employees assigned to standby/on-call are subject to the following requirements:

Be ready to respond immediately to calls for service.

Be reachable by phone (including a department issued communication device such as a pager, cell phone, or radio).

Respond to a call by returning to work as quickly as possible but in no case more than forty-five (45) minutes from the time called unless otherwise authorized by the department.

Refrain from intoxicants or other activities which might impair the ability to perform assigned duties.

Employees who are on standby/call-back and are called to report to work will be compensated for the time worked in accordance with the call back pay provisions of this MOU.

#### **Section 8.9 - POST Public Safety Dispatcher Certification Pay**

Employees who earn a POST Public Safety Dispatcher Advanced Certification shall receive two percent and one half (2.5%) of hourly base salary.

Employees who earn a POST Public Safety Dispatcher Supervisory Certification shall receive five percent (5%) of hourly base salary. However, if the employee had previously earned and was paid for a POST Public Safety Dispatcher Advanced Certification, they shall no longer receive the two percent and one half (2.5%) for the Advanced Certification.

#### **Section 8.10 - Certification Pay**

1. Forensic Supervisors who satisfy the criteria established below shall receive certification pay.
2. An employee must:
  - a. Qualify for and pass the California Criminalistics Institute course "Latent Fingerprint Comparison."

- b. Meet the in-service fingerprint training and experience requirements of the Police Department and be recommended by the senior Pasadena Police Department Fingerprint expert for court qualification.
  - c. Present a letter from the Deputy District Attorney or City Prosecutor stating that they have been qualified by a judge in court as a "Fingerprint Expert."
3. Determination as to when employees have qualified for the certification pay shall be at the discretion of the Department.
4. Certification pay for qualified Forensic Supervisors shall be three (3%) of base pay.
5. In addition to the Certification Pay described above, employees in the classification of Forensic Supervisor who possess Level II Crime Scene Analyst certification from the International Association for Identification (IAI), shall receive an additional \$100 per month.
6. Employees in the classification of Forensic Supervisor who possess Level III B Senior Crime Scene Analyst certification from the IAI, shall receive an additional \$200 per month. Employees with both Level II and Level III B certification shall receive the higher of the two certification pays.
7. The parties agree that to the extent permitted by law, the Certification Pays provided for in this Section above are special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(2) Educational Pay as Educational Incentive.

## **Article 9 – Overtime**

### **Section 9.1 – Overtime Pay**

Employees receive overtime (time and a half the regular rate of pay) for all authorized hours paid in excess of forty in each employee's designated FLSA work week. Paid leave shall count as hours worked for purposes of determining overtime eligibility.

### **Section 9.2 – Compensatory Time Off**

In lieu of receiving payment for overtime, employees 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.

The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or their designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use their accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least two weeks. 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.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

### **Chapter 3 – WORKING CONDITIONS**

#### **Article 10 – Work Schedules/Hours of Work**

Work schedule is defined as an employee's regularly assigned hours of the day and days per week and may include:

The 4/10 schedule (four ten-hour days per work week). Employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.

The 3/12 schedule (three twelve-hour days per work week and one alternating eight-hour day every other week). Employees working the 3/12 schedule have a FLSA work week designated as beginning four hours into their alternating eight-hour workday.

Police Supervisors working in records, property, and forensics shall work a 4/10 schedule.

Police Supervisors working in dispatch and the jail shall work a 3/12 schedule.

Hours of work are assigned by the department. For employees on a 3/12 schedule, the alternating eight-hour day/regular day off must begin and end at the same time each alternating work week.

Hours of work are considered reasonably permanent but may be changed by the department to accommodate operational needs. A change in regular work hours that will impact an employee for more than one work week requires a minimum of fourteen calendar days' notice. Work schedules shall not be changed to avoid the payment of overtime.

Whenever possible, there shall be a minimum of an eight (8) hour break between the regular

shifts worked by any employee.

### **Article 11 – Probationary Period**

The probationary period for a Police Supervisor or Forensic Supervisor is twelve (12) months. An employee who is on leave for more than two (2) weeks during probation shall have their probation extended by the length of their leave.

### **Article 12 – Rest/Meal Periods**

#### **Section 12.1 – Rest Periods**

Employees shall be provided a 15-minute rest period for each four hours of work. Employees may leave the worksite for a rest period providing that the total time away from the job does not exceed 15 minutes.

The time at which such rest periods are taken shall be determined by the Police Chief or their designee who will schedule the rest period so that service to the public is not impaired.

Rest periods may not be combined or added to a meal period, vacation or to other forms of leave.

#### **Section 12.2 – Meal Periods**

Employees shall be entitled to a meal period of up to one (1) hour.

Meal periods are unpaid unless an employee is required to work through their meal period.

### **Article 13 – Shift Trading**

Both employees agree to the shift trade voluntarily.

A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

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.

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.

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.

**Chapter 4 – BENEFITS**

**Article 14 – Life Insurance**

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

**Article 15 – Dental Plan**

The City will contribute 100% of the employee-only PPO premium for dental coverage. For employees who cover a dependent, the City will contribute up to an additional \$80.00 per month toward the dental care premium. In no case shall an employee receive more than the amount of the premium for the dental plan they are enrolled in.

**Article 16 – Vision Care**

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

**Article 17 – Health Insurance/Employee Option Benefit Fund (EOBF)**

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

<b>Tier</b>	<b>Hired by the City on or Before December 31, 2014</b>	<b>Hired by the City on or After January 1, 2015</b>
Employee Only	\$1,239.11	\$738.29
Employee +1	\$1,476.58	\$1,476.58
Employee +2 or more	\$1,919.55	\$1,919.55

For employees hired by the City on or before December 31, 2014, increases to each tier (employee only, EE+1, EE+2) will only occur when the premium for the CalPERS Region 3 for Blue Shield Access+ or Kaiser exceed the current allowance. The allowance in each tier will equal the lower of the Region 3 Blue Shield Access + or Kaiser premium but shall not be lowered below the 2014 allowance.

Employees hired by the City on or after January 1, 2015, will receive an EOBFF allowance (which includes the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (Region 3) whichever is lower for the tier in which they enroll (employee only, employee+1, employee+2).

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

**EOBF Opt-Out Allowance**

Employees Hired on or before November 4, 2012	\$1,120.11
Employees Hired on or after November 5, 2012	\$400

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

**Article 18 – Deferred Compensation**

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

**Article 19 – Retirement**

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

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

Miscellaneous 2.5% @ 55 benefit formula.

Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of their retirement or some other period designated by the retiring employee.

Employees pay the 8% employee/member contribution on a pre-tax basis.

In addition to the requisite member contribution, employees will contribute 1% of

pensionable compensation toward retirement on a pre-tax basis as cost-sharing under Government Code 20516(f).

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

Miscellaneous 2% @ 62 benefit formula.

Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of their retirement or some other period designated by the retiring employee.

For the requisite member contribution, employees will pay one-half of the total normal cost toward retirement on a pre-tax basis. The normal cost is established by CalPERS on an annual basis and is subject to change. As of July 1, 2023, half of the normal cost is 7.75%.

The City contracts for the following optional benefits which apply to all miscellaneous employees:

1959 Survivor Benefit Level 4 (Section 21574) – Employees pay their employee contribution (currently 93 cents per pay period).

Pre-Retirement Option 2W Death Benefit (Section 21548)

Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)

\$500 Retired Death Benefit (Section 21620)

2% Annual Cost of Living Allowance Increase (Section 21329)

Unused Sick Leave Credit (Section 20965)

Military Service Credit (Section 21024)

#### **Article 20 – State Disability Insurance (and Paid Family Leave)**

Effective January 1, 2024, or as soon as practical thereafter, the City approves participation in the Employment Development Department’s State Disability Insurance (SDI) program. The cost of participating in this program is one percent (1%) of earnings and will be paid by the employee. Employees may not receive more than one hundred percent (100%) of normal earnings when receiving SDI or PFL benefits and pay from the City.

In the event of a disability that is non-industrial or where industrial causation has yet to be determined, or for time taken to care for a seriously ill family member, or to bond with a new child, employees shall apply for SDI/PFL benefits in a timely manner.

The City will continue to pay the employer share of the premiums for medical vision, dental and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving SDI for the period of time that they have and utilize leave accruals to fully integrate or for the

period of time they are on approved FMLA/CFRA leave, whichever period is longer.

SDI benefits will be integrated with accrued leave accruals as follows:

Employees must promptly inform departmental payroll clerks of their SDI benefit amount and provide documentation of receipt for which they are eligible.

Employees' pay, including leave accruals and/or SDI benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and bilingual pay, as applicable. Employees must integrate all required leave to equal one hundred percent (100%) of their full-time equivalent position.

Upon exhaustion of sick leave, other accumulated leave will be integrated with weekly SDI benefits.

### **Article 21 – Short-Term and Long-Term Disability**

The City will provide a short-term and long-term disability plan for employees who regularly work thirty (30) or more hours per week.

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

A thirty (30) calendar day elimination period.

The premium will be paid by the City.

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

The benefit is taxable.

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

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

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

### **Article 22 – Workers' Compensation**

The City will comply with the workers' compensation laws of the State of California. FMLA/CFRA runs concurrently with workers' compensation leave.



In addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to 70% of the base pay of the employee (less any required state and federal taxes). Claims that have been denied are not eligible for this benefit.

Supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed six (6) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by their treating physician or workers' compensation physician will discontinue receiving supplemental payments.

If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full six (6) months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of six (6) months for the same injury/illness.

The City expects that employees on workers' compensation leave will demonstrate reasonable cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.

#### **Article 23 – Tuition Reimbursement**

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

#### **Article 24 – Professional/ Personal Allowance**

Employees are eligible for an annual lump sum payment of \$1,000 included with the second paycheck in March. The allowance is provided as follows: The allowance is designed for professional and/or personal development and may be used at the employees' discretion. This allowance is taxable and is not reportable to CalPERS as special compensation.

#### **Article 25 – Mileage Reimbursement**

Employees who do not receive an auto allowance and who are unable to use a City issued vehicle for work purposes are eligible for mileage reimbursement for use of his/her personal vehicle for City travel (excluding home to work travel) pursuant to the City's policy on mileage reimbursement.

**Article 26 – Prideshare Program**

Employees 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. Employees who follow the exceptions to the program (e.g., by using public transit or walking or riding a bicycle to work) do not have to pay the per month fee.

**Article 27 – Uniforms**

Employees in the classifications of Police Supervisor and Forensic Supervisor shall be provided with five (5) sets of pants and five (5) sets of shirts per year.

Cleaning of such uniforms will be the responsibility of the employee while replacement of such uniforms as deemed necessary by the City will be the responsibility of the City.

The monetary value for the purchase, rental and/or maintenance of required clothing is one thousand dollars (\$1,000.00). To the extent permitted by law, this value will be reported to CalPERS for classic members per title 2 CCR section 571 (a)(5). However, it is CalPERS who makes the final determination on whether any pay is pensionable.

**Chapter 5 – LEAVES OF ABSENCE**

**Article 28 – 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

New employees may be authorized to begin employment at the six (6) year accrual rate with the approval of the Police Chief or City Manager as long as the accrual rate does not exceed the rate of vacation earned at the individual’s prior employer.

Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum. If an employee has requested to use vacation and the request has been denied resulting in the employee reaching their maximum, the Police Chief may authorize a cash out of vacation up to a maximum of forty (40) hours. Inability to use vacation as a result of a leave of absence does not constitute a denial of a request to use vacation leave.

By December 15 (the first year being 2024) of each year, employees who used forty hours of accrued leave (e.g., vacation, floating holiday or compensatory time off) in the calendar year may make an irrevocable election to cash out up to eighty (80) hours of vacation at their base hourly rate of pay that will be earned in the following calendar year.

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

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

Vacation use is subject to department approval.

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

## **Article 29 – Sick Leave**

### **Section 29.1 - Sick Leave Accrual**

Sick leave will accrue as follows:

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

### **Section 29.2 – Use of Sick Leave**

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

Each calendar year, employees may use up to one-half of their annual accrual (40 hours) for family sick leave purposes (for family members as identified in California Labor Code Section 233).

Every employee who is unable to report to work for their scheduled shift because of a need to use sick leave, shall either call, or have someone call their supervisor preceding the time they are scheduled to report to work to report 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.

The Police Chief or their designee has the authority to approve sick leave for employees in the unit.

Employees requesting to use sick leave for five consecutive business days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for an immediate family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or immediate family member and presented to the employees' supervisor before returning to work. Employees who while on vacation become ill/injured and who provide a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of five days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Police Chief or their designee.

### **Section 29.3 – Sick Leave at the End of Employment**

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

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

### **Article 30 – Holidays**

The following eleven days shall be observed as holidays for employees in the unit:

- a) January 1
- b) The third Monday in January
- c) February 12
- d) The third Monday in February
- e) The last Monday in May
- f) July 4
- g) The first Monday in September
- h) November 11
- i) The fourth Thursday in November
- j) The day following the fourth Thursday in November; and
- k) December 25

The City will recognize Cesar Chavez Day (March 31) and Juneteenth (June 19) as City holidays

upon agreement with all bargaining groups. Simultaneously, Lincoln's Birthday (February 12) and Washington's Birthday will be combined and observed as President's Day (third Monday in February).

Unless specifically authorized to work on a holiday, employees will take the day off on a holiday.

Employees who are required to work a shift that begins on a holiday that falls on a regular workday may request to receive the value of the regularly scheduled hours as floating holiday hours and receive regular pay for working on the holiday. Requests for floating holiday hours must be approved by the Police Chief or designee prior to the designated holiday.

Employees who are required to work on a designated holiday receive holiday pay in addition to the pay they receive for working the holiday. The holiday pay equals the number of hours they were regularly scheduled to work on the holiday. For example, ten hours on a ten-hour work day, twelve hours on a twelve-hour work day, etc.

For employees on the 4/10 schedule, if any of the foregoing holidays falls on a Saturday, the holiday will be observed on the preceding Friday. If the preceding Friday is a regularly scheduled day off, the holiday hours will be added to the floating holiday bank in the pay period that the holiday occurs. If any of the foregoing holidays falls on a Sunday, the holiday will be observed on the following Monday.

For employees on the 3/12 schedule, holidays will be observed on the actual holiday. If the holiday falls on a regularly scheduled day off, or when the work shift does not begin on the holiday, the holiday hours will be added to the floating holiday bank in the pay period that the holiday occurs.

Employees will receive nine floating holiday hours with the pay period that includes January 1<sup>st</sup> of each calendar year. Floating holiday accrual is capped at fifty-four (54) hours. Should an individual be at the accrual maximum, the employee will be cashed out for hours above 54 hours.

Employees who separate from the City will have unused holiday hours paid for at the base rate of pay with the final pay check.

### **Article 31 – Bereavement Leave**

Employees absent from leave due to bereavement at the time of death of an immediate family member may receive regular compensation for a maximum of three working days. Three working days shall be defined as three regular workdays under the employee's regular work schedule. Employees may request an additional two working days off using their own accrued leave banks (vacation, compensatory time off, sick, and/or floating holiday). Employees may use bereavement leave for up to three (3) months after the death of their immediate family member.

Immediate family member is defined as spouse, child, parent, brother or sister, parents or siblings

of spouse, grandparent, grandchildren, stepchildren, stepparents, step siblings, or domestic partner as defined by State law.

## **Article 32 – Jury Duty and Court/Witness Leave**

### **Section 32.1 – Jury Duty**

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

There will be no reduction in pay for an employee who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases, in which the employee is released by the court with four or more hours remaining in their regular work hours, the employee will report for duty as soon as possible and work the balance of the workday. By returning to work, the employee will receive a full day's pay.

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

Employees will submit proof of jury service to their supervisor.

### **Section 32.2 – Court/Witness Leave**

An employee who is subpoenaed or receives a court order, to appear in court or other similar administrative body, shall be deemed to be on a leave of absence. If the subpoena or court order relates to their City employment, the leave of absence will be with pay and the employee will not be required to use leave accruals. The employee shall remit to the City all fees received except mileage.

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

Leave shall not be granted for time spent on cases in which the employee is a party to the action and the matter is unrelated to their job, unless the employee is subpoenaed or ordered to court per the above paragraph. In these circumstances, employees would need to use other accrued leaves provided by this MOU.

## **Article 33 – Military Leave**

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

#### **Article 34 – Pregnancy Disability and Parental Leave**

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

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

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

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

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

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

#### **Chapter 6 – EMPLOYER/EMPLOYEE RELATIONS**

##### **Article 35 - Management Rights**

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

Except where limited by specific provisions elsewhere in this MOU, nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards

of selection for employment and promotion; (4) schedule, transfer, assign and 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) require overtime; (12) exercise complete control and discretion over its organization and the technology of performing its work.

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

## **Article 36 - Association Rights**

### **Section 36.1 - Release Time**

The City shall allow up to two (2) Association employee representatives without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation. The negotiating team for the Association shall be comprised of no more than two (2) employees and shall be permitted to attend negotiating sessions during their work hours with pay. There shall be no compensation for negotiations meetings held outside scheduled work hours of members of the bargaining team.

In addition to release time for labor negotiations, release time shall be granted for bargaining unit representatives to represent members pursuant to the Discipline or Grievance Procedure; for up to no more than two (2) bargaining unit members to participate in labor management committee meetings with the City; and pursuant to Section 36.2 for a maximum of one (1) bargaining unit member at a time to attend a new employee orientation. This time shall be scheduled in advance and the City shall notify the employee's supervisor that the employee needs to be released from work.

Effective January 1, 2024, the Association is provided with a bank of forty-eight (48) hours per calendar year to use for Association meetings during work hours. The Association may designate up to three (3) Association employee representatives to attend Association meetings at the same time during their work hours, but no more than one employee per division may be using Association Leave at the same time. The time must be scheduled in advance and the supervisor must be notified.

### **Section 36.2 - New Employee Orientation**

The City shall provide written notice to a designated Association representative when a new employee is hired or promoted into the bargaining unit so that the representative can participate



in the employee's new employee orientation. The new employee orientation should take place as promptly as possible on or after the first day of employment. The Association will be permitted to have one (1) representative meet with the employee at their new employee orientation for up to a maximum of thirty (30) minutes without City representatives present. New employees shall be advised of the potential release of personal information, identified in Demographic Reports, and shall have the option to request in writing to Human Resources that the City refrain from disclosing such personal information to the Association.

### **Section 36.3 - Demographic Reports**

The City shall provide to the Association President and CEA Office Manager the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. The City shall also provide to the Association President and CEA Office Manager with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide this information regardless of whether the newly hired employee was previously employed by the City. An employee may request that the City refrain from disclosing their home address, home telephone number, personal cellular telephone number, personal email address, or birth date to the Association upon written request to Human Resources.

### **Section 36.4 - Dues Deduction**

The City shall deduct dues each pay period from the pay of all Association members. Such deductions shall be authorized in writing. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction.

The City shall rely on a certification from an Association representative requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Association shall maintain individual employee authorizations and shall not be required to provide a copy of an individual authorizations to the City unless a dispute arises about the existence or terms of a particular authorization. The Association shall indemnify the City for any claims made by a bargaining unit member for deductions made in reliance on that certification.

The City shall direct employee requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly canceled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information.

### **Article 37 - Bulletin Boards**

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

- Notices of recreational, social affairs, and related business news;
- Notices of elections; provided that this shall not include campaign material;
- Notices of appointments and results of elections;
- Notices of meetings;
- Constitution, by-laws, and proposed amendments thereto;
- Such other notices as may be mutually agreed on between the Association and the Human Resource Director.

All materials posted on bulletin boards shall indicate the employee responsible for the material, 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 City, and the material must not contain anything that would identify it as such.

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

The Association shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in their physical facilities, etc., and will inform the Association whenever the City removes such bulletin boards. Association members shall only be permitted to post on the bulletin board during a rest period, lunch period or during off-duty hours.

### **Article 38 - No Strike**

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services, therefore, for the duration of this MOU, and extending through the exhaustion of impasse procedures, the parties agree not to conduct strike or lockout activities.

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 39 - Seniority**

Whenever seniority is used by the Police Department to determine a working condition (e.g., shift or vacation bidding) it shall be determined by the length of time the employee has been in their current classification.

### **Article 40 - Contracting Out**

If, during the term of this MOU, the City proposes to contract out bargaining unit work, the City shall notify the Association, in writing, after a Request for Proposal is approved and received by the City. Upon written request from the Association, the City shall meet with the Association to negotiate (which may include negotiating over the decision, the impacts or both depending on the reason for the contracting out) prior to contracting out any bargaining unit work.

### **Article 41 - Personnel Records and Files**

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

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

An employee on reviewing their personnel file, may request and have any written warnings or reprimands issued more than two (2) years prior removed from his/her personnel file, provided there have been no subsequent disciplinary actions taken against the employee for the same or similar offense. The documents will still be maintained by the City who can use them for future discipline when it believes it is appropriate to use to show progressive discipline.

### **Article 42 - Labor Management Committee**

The parties agree to establish a labor-management committee to discuss issues impacting their labor-management relationship.

At the written request of either party the committee shall convene and meet quarterly during regular working hours. The committee shall consist of up to three (3) Management representatives and up to three (3) Association representatives.

## **Article 43 - Discipline**

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline resulting in the loss of pay (defined as suspension, demotion, reduction in pay or termination) if the City can support its position by a preponderance of the evidence. Such disciplinary action will be subject to the process described in this Article.

Although a written reprimand is also considered a form of discipline, since it does not result in the loss of property, the appeal rights provided to employees in this Article are separate.

Discipline will be consistently applied taking into consideration the nature of the cause, the work history of the employee, and past disciplinary actions taken for similar cause.

### **Section 43.1 – Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, and Reduction in Pay)**

Prior to being subject to any discipline that results in the loss of pay, an employee will first be served with a notice of intent to discipline by their supervisor, manager or the Police Chief. This document shall include notice of the proposed action, the reasons therefore, a copy of the charges and materials upon which the action is based, and the right to respond, either orally or in writing, to the discipline. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of their right to respond to the proposed discipline either in writing or orally at a meeting (known as a “Skelly” meeting). The notice shall also advise the employee who from the City to contact if the employee wishes to respond to the discipline.

If the employee chooses to respond in writing, they must ensure their response is received by the representative who issued the notice of intent to discipline within fifteen (15) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally at a Skelly meeting, they must notify the City representative who issued the notice of intent to discipline within fifteen (15) calendar days of receiving the notice of intent to discipline informing the City representative that they wish to provide an oral response at a Skelly meeting. The Skelly meeting, if requested by the employee, shall take place at a mutually agreeable time within fifteen (15) days (unless mutually agreed to be extended by the parties) of the employee’s request at a location determined by the City. If the employee does not provide a written response or request a Skelly meeting within the time limits, the discipline will be imposed.

The employee has the right to be represented at all stages of this process, including at the Skelly meeting. The Skelly meeting is not a hearing. It is an opportunity for the employee and/or their

representative to respond to the notice of intent to discipline.

The City representative who will hear the response shall be the Police Chief or their designee. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still some discipline imposed, the City representative shall issue a notice of discipline. The notice of discipline shall include the same information as what is required for a notice of intent, set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline shall also set forth the employee's appeal rights advising the employee that if they wish to appeal the discipline, they must do so in writing by serving a notice of appeal to the Human Resources Director within fifteen (15) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

#### **Section 43.2 – Appeal of a Written Reprimand**

An employee who receives a written reprimand may file an appeal with the Human Resources Director or their designee within fifteen (15) calendar days (unless mutually agreed to be extended by the parties) of receipt of the written reprimand.

The Human Resources Director or designee shall hold a hearing regarding the written reprimand and shall coordinate the time and place for the hearing with the employee or their designated representative and the City representative who issued the written reprimand or their designee. The employee has the right to be represented at all stages of this process.

The formal rules of evidence do not apply at the hearing. The parties (the employee or their representative and the City representative who issued the written reprimand or their designee) may present arguments through documents and statements. The parties will not be entitled to confront and cross-examine witnesses. Following the presentation of documents and statements, the parties may submit closing arguments orally or in writing for consideration by the Human Resources Director or their designee.

After the hearing, the City representative presiding over the appeal shall provide a decision to the parties in writing within fifteen (15) calendar days unless the date is extended by mutual agreement of the parties. The decision shall advise the employee of the time within which judicial review of the decision may be sought as governed by Code of Civil Procedure § 1094.5.

#### **Section 43.3 – Appeal of Discipline Resulting in Loss of Pay**

If an employee desires to appeal a disciplinary action, resulting in a loss of pay they (or their representative) shall submit a written notice of appeal to the City's Human Resources Director. The City's Human Resources Director or their designee shall contact either the employee or their

identified representative within ten (10) calendar days (unless the date is extended by mutual agreement of the parties) of receipt of the notice of appeal to determine whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine their availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Director or designee will send a letter to the Public Employment Relations Board requesting a list of seven (7) arbitrators.

Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name, and proceed until one (1) name remains, and that person shall be the arbitrator. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

During the hearing, the formal rules of evidence do not apply. The arbitration may be conducted virtually based on mutual agreement of the parties.

The cost of the list of arbitrators, and the arbitrator themselves, shall be split between the City and the Association unless the Association is not financially supporting the appeal by providing paid (i.e., non-city employee) representation for the employee.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resources Director, or designee at least three (3) calendar days in advance of the hearing date.

**The Arbitrator's Decision:** The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing unless the period has been mutually extended in writing by the parties. Once the arbitrator issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives.

**The City Manager's Role:** Within thirty (30) days of receipt of the advisory arbitrator's recommendation, the City Manager or their designee shall issue and send their final written decision to the parties. The City Manager or their designee may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that which had been imposed. The City Manager's or designee's decision shall be final and binding. In reaching their decision, the City Manager or designee shall review the advisory arbitrator's recommendation and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

Right to File in Court: The employee has the right to appeal the City Manager's or designee's decision in accordance with California Code of Civil Procedure section 1094.5 that provides a 90-day statute of limitations.

## **Article 44 - Grievances**

### **Section 44.1 – Definition of a Grievance**

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

### **Section 44.2 – Representation during the Grievance Process**

If an employee files a grievance, they may be self-represented; be represented by another person; or be represented by the Association not to exceed two City employees and the Business Representative.

An employee may have a representative present at meetings with City representatives during each step of the grievance procedure.

Allegations of unlawful discrimination shall be made to the Human Resources Department utilizing the Discrimination Complaint Procedure

Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, that representative shall be governed by this MOU. No provision of this MOU may be modified except with approval of the City and the Association.

The representative shall be entitled to:

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

### **Section 44.3 – Steps of the Grievance Process**

An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits set forth below may be extended when mutually agreed upon in writing between the City and the grievant. If the employee, or the employee's representative or the Association, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered. If a supervisor does not proceed within the time limits or does not seek an extension of time, the grievance may proceed to the next Step of the process.

This is the sole and exclusive method for resolving grievances.

Grievance Steps:

A grievant must file a grievance at Step 1 (unless the parties mutually agree to having the grievance filed at a higher step), and if not satisfied with the results at Step 1, may utilize Steps 2 and 3 as set forth below:

#### **Step 1 – Oral Presentation of a Grievance**

The grievant (the employee, their representative or the Association) shall orally present the grievance to the immediate supervisor (if filed by the Association the immediate supervisor can be any supervisor who supervises an employee impacted by the grievance) within fourteen (14) calendar days (unless the parties mutually agree to extend the time limit) following the event or events upon which the grievance is based. If the employee chose to be represented, upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation is deemed necessary and may arrange a meeting with the employee, their representative, or if filed by the Association, an Association representative, to discuss the grievance and, if possible, resolve it. The supervisor shall provide a decision to the employee within fourteen (14) calendar days (unless the parties mutually agree to extend the time limit) following the oral presentation of the grievance.

If the grievant is not satisfied with the decision of the immediate supervisor at Step 1, appeal to step 2 can be made.

#### **Step 2 – Written Presentation of a Grievance**

If the grievant desires to appeal their grievance to Step 2, they shall submit the grievance in writing to the Director of Human Resources, within fourteen (14) calendar days (unless the parties mutually agree to extend the time limit) of receipt of the immediate supervisor's decision at step 1.



The written grievance must contain a complete statement of the alleged misinterpretation or misapplication of the MOU, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The step 2 written grievance shall be signed and dated by the grievant or their representative.

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

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

#### Step 3 Presentation of the Grievance to Advisory Arbitration

If the grievance has not been satisfactorily resolved at step 2, the Association or the employee with the Association's written consent may appeal the grievance to step 3. If the employee is a grievant and the Association does not provide consent to proceed to arbitration, the grievance is final at step 2. The step 3 grievance appeal shall be in writing, signed by the grievant or by their representative, and shall be submitted to the Director of Human Resources within fourteen (14) calendar days (unless the parties mutually agree to extend the time limit) of the written decision at step 2.

If the employee is being represented, they may be assisted by their representative in this step 3 appeal.

The parties shall request that the Public Employment Relations Board (or other mutually agreeable entity) submit a list of seven (7) persons qualified to act as arbitrators. The parties can also mutually agree to an arbitrator who is not on the list received from PERB.

Within seven (7) calendar days (unless the parties mutually agree to extend the time limit) following receipt of the list of arbitrators, the parties shall select the arbitrator. If the parties cannot mutually agree on the selection of an arbitrator, the parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.

The arbitrator shall hold a hearing regarding the grievance. The arbitrator shall not hear witnesses without the presence of both parties. They shall issue a written opinion within 30 days following the close of the hearing unless the period has been mutually extended in writing. The

opinion shall be advisory only, shall not be binding on either party, and shall be limited to the alleged grievance. The opinion shall be sent to the City Manager or their designee, with a copy to the grievant and the Association if the grievant was an employee.

Within thirty (30) calendar days (unless the parties mutually agree to extend the time limit) following receipt of the advisory opinion, the City Manager or their designee shall advise the grievant by letter whether they intend to take any further action regarding the grievance as addressed in the arbitrator's advisory opinion. This letter is the final decision on this grievance. A copy of the City Manager or their designee's letter will be sent to the grievant and the Association if the grievant was an employee.

The grievant will be advised of their right to appeal the decision of the City Manager or designee in accordance with Code of Civil Procedure section 1094.5. The Association must authorize the filing of an appeal to court if the grievant is an employee.

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

The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any employee in the bargaining unit called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing. Arrangements for employee witnesses shall be made through the Human Resources Director, or designee at least three (3) calendar days in advance of the hearing date.

Any arbitration expenses incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or cancelling party.

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

## **Article 45 – Layoff**

### **Section 45.1 – Definition and Authority for a Layoff**

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

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

### **Section 45.2 – Layoff Process**

The retention of bargaining unit members within an affected department, or appropriate subdivision thereof, shall be based on the following factors including but not limited to:

1. The needs of the department for retained skills and capabilities; and
2. The demonstrated capability of each employee to contribute to the department's effectiveness, as may be evidenced by performance evaluations and other supervisory evaluations of job performance; and
3. The presence of any formal or informal discipline or coaching provided to the employee; and
4. The experience, education, licenses, and certificates obtained by the employee, which increase an employee's overall value to the department.

The City agrees to notify the Association at least two (2) weeks before the effective date of the layoff. The City agrees to provide the Association with a copy of the layoff notice that will be provided or is being simultaneously provided to the employee.

An employee to whom the City has decided to issue a Notice of Layoff shall be given written notice thereof at least two (2) weeks before the effective date of the layoff. The City Manager or designee may relieve the employee of further duties at any time after the notice is given. However, the employee shall receive full pay for any remaining portion of the two (2) week notification period.

Employees who are issued a Notice of Layoff shall be referred to the Department(s) in which vacancies exist for which they qualify. Employees who desire to seek a vacancy for which they qualify shall let the Department know so they can be interviewed for the vacancy. If the vacancy is in the Department from which the employee is being laid off, and within their classification series, reassignment shall be made.

Employees who are laid off will receive severance pay equal to one month of base pay for each year of full-time employment with the City subject to a maximum of six months' pay. Severance payments will be made monthly and will be discontinued should the individual be re-employed by the City.

### **Section 45.3 – Reemployment List**

Employees subject to layoff may request (up to the effective date of the layoff) to be placed on a reemployment list for one (1) year from the effective date of their layoff, provided the overall rating on the last performance evaluation they were issued prior to their layoff was "meets expectations" or better.

During the one (1) year on the reemployment list, such employees shall be referred to the Department for any vacancies occurring in their job classification or classification series, if

qualified. Such employees are entitled to be interviewed for such vacancies if they indicate they are interested in being considered for the vacancy.

If the vacancy (in their job classification or classification series, if qualified) is in the Department from which the employee was laid off, reappointment shall be made. Following expiration of the 12-month re-employment list, laid off employees may be considered for an additional 12 months.

Employees who retire from CalPERS while on a re-employment list are removed from the re-employment list on the date of their retirement application.

If an employee is reinstated from a reemployment list, their seniority shall be restored. They will not accrue seniority for the time on the reemployment list.

Employees reinstated from a reemployment list will have the option of purchasing up to eighty (80) hours of vacation.

Employees reinstated from a reemployment list will have their sick leave balance (on the day of layoff) restored.

Employees offered the right to reinstatement from a reemployment list shall be given an opportunity to return to their job classification. The employee shall be granted up to fourteen (14) calendar days from the date of notification to decide whether to accept reinstatement. If an employee refuses to be reemployed or does not respond within fourteen (14) calendar days of notification, the employee will be removed from the reemployment list. Employees placed on a re-employment list must ensure that the City's Human Resources Department is provided up to date contact information (mobile phone number and current email) so the employee can be contacted about the reemployment opportunity.

#### **Article 46 – Administrative Reassignment**

An employee who has been issued a layoff notice may be offered an administrative reassignment. The City Manager, in consultation with the Director of Human Resources, may offer to reassign the impacted employee to a vacant position in a classification other than their own, based on the employee's knowledge, skills, abilities and work performance. Such reassignment shall be temporary and shall not exceed one year.

In all cases of administrative reassignment, whether to a lower, higher, or equivalent level classification, employees must take a qualifying examination to be eligible to be considered for formal appointment to the position. This examination may be non-competitive and shall occur no less than three months and no more than one year from the beginning of the administrative reassignment. When the employee is satisfactorily performing the full duties and responsibilities of the reassigned position and has qualified for the classification based on examination, they may be formally appointed to the position subject to the discretion of the City Manager.

Employees who are administratively reassigned will serve the normal probationary period for the classification in which they are placed, beginning with the date the administrative reassignment becomes effective. If formal appointment is not achieved within one year from the date of reassignment, the previous layoff will be implemented.

If the reassignment is to a classification with an equivalent or higher maximum salary, the employee will retain the salary and benefits of their present classification until they have qualified based upon examination. If the reassignment is to a classification with a lower maximum salary, the employee will assume the new classification title and corresponding salary and benefits. The employee's salary shall not exceed the top step of the salary schedule of the lower classification to which reassigned. At the time an employee is formally appointed to a higher classification through the examination process, their salary and benefits may be adjusted as appropriate to the new classification.

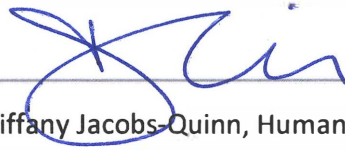
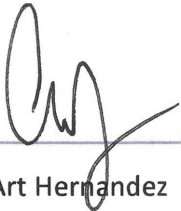
The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective February 26, 2024.

**PASADENA POLICE SUPERVISORS  
ASSOCIATION**

**CITY OF PASADENA**

Sabrina Dennis

Miguel Márquez, City Manager

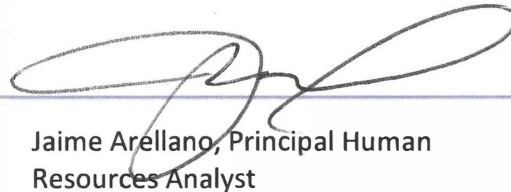
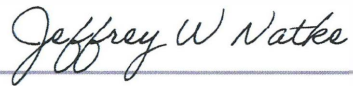


Art Hernandez

Tiffany Jacobs-Quinn, Human Resources Director

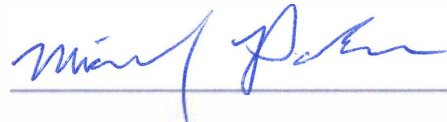
Alexis Rothans

Jaime Arellano, Principal Human Resources Analyst



Jeff Natke, CEA

Arthur Chute, Deputy Police Chief



Michael Paliwoda, Principal Human Resources Analyst

Peter Brown, Liebert Cassidy Whitmore

**APPENDIX A**

**Salary Schedules 2024-2028**

**Effective February 26, 2024**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Police Supervisor	\$39.3115	\$49.1394
Forensic Supervisor	\$45.1995	\$56.4990

**Effective July 1, 2024**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Supervisor	\$39.9995	\$42.2942	\$44.7208	\$47.2864	\$49.9993
Forensic Supervisor	\$45.9905	\$48.6290	\$51.4188	\$54.3686	\$57.4877

*Effective July 1, 2024, the salary range for PPSA will convert to a 5-step salary scale and employees will be placed on the step closest or equal to their current hourly rate, prior to applying the 1.75% salary increase.*

**Effective June 30, 2025**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Supervisor	\$41.1995	\$43.5630	\$46.0624	\$48.7050	\$51.4993
Forensic Supervisor	\$47.3702	\$50.0879	\$52.9614	\$55.9997	\$59.2123

**Effective June 29, 2026**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Supervisor	\$42.4355	\$44.8699	\$47.4443	\$50.1662	\$53.0443
Forensic Supervisor	\$48.7913	\$51.5905	\$54.5502	\$57.6797	\$60.9887

**Effective June 28, 2027**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Police Supervisor	\$43.7086	\$46.2160	\$48.8676	\$51.6712	\$54.6356
Forensic Supervisor	\$50.2550	\$53.1382	\$56.1867	\$59.4101	\$62.8184