

**Memorandum of Understanding
and Agreement
between
City of Pasadena
and
Service Employees International Union
Local Union No. 721**

April 27, 2011 to April 26, 2013

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**Memorandum of Understanding
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Service Employees International Union
Local Union No. 721**

April 27, 2011 to April 26, 2013

ARTICLE 1 Preamble

- A. This Memorandum of Understanding (hereinafter referred to as a Memorandum) is entered into by the City of Pasadena (hereinafter referred to as City), and Local 721 of the Service Employees International Union, SEIU, (hereinafter referred to as the Union).
- B. It is the intent and purpose of this Memorandum to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment between the employees represented by Local 721 of the Service Employees International Union and the City of Pasadena. As used herein, the term "employee" means any person regularly employed by the City and assigned to a classification listed herein.
- C. This memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.

ARTICLE 2 Recognition

- A. In accordance with provisions of the Charter of the City of Pasadena, the Meyer–Miliias–Brown Act of the State of California and provisions of Employer–Employee Labor Relations Resolution No. 555, the City recognizes the SEIU Local 721 as the majority representatives for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment for all of its employees in certain specified classifications as listed in Exhibit I. All other classes not specifically listed are excluded from representation by Local 721 of the SEIU.

ARTICLE 3 Term of Memorandum

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this Memorandum shall become effective on April 27, 2011. This Memorandum shall remain in effect through April 26, 2013.
- B. In the event that the parties have not reached agreement on a successor MOU by the expiration date of this contract, this agreement shall remain in full force and effect so long as the parties are negotiating in good faith or are attempting to reach agreement through the impasse procedures.
- C. This Memorandum shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

Statutes passed by the Federal Government or the State of California which legislate methods of dealing with the formulation of union security shall be subject to the meet-and-confer process during the term of this Memorandum.

ARTICLE 4 Scope (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 as follows: The rights of the City include, but are not limited to, the exclusive right to: (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; and (11) exercise complete control and discretion over its organization and the technology of performing its work.

- B. The practical consequences of the city's rights' decision on wages, hours and other terms and conditions of employment shall be subject to the grievance procedure.

ARTICLE 5 Union Activities

- A. Reasonable Time Off to Meet and Confer – the formally recognized employee organization may select not more than two employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation.

Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. Provided, further that:

1. No employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.
2. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Management will endeavor to schedule such meetings during employee's regular work hours, unless the parties agree to meet outside of the employee's regular work hours.

- B. Access to Work Locations – Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or his/her authorized-representative. Access shall be restricted so as not to interfere with

the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

- C. Use of City Facilities – Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities during non-work hours for meetings of City employees, provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. A copy of the meeting agenda shall be furnished to the Municipal Employee Relations Officer as soon as it is available, but in no event less than 24 hours prior to such meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment such as desks, chairs, ashtrays, and blackboards which are normally used in the conduct of business meetings, is permitted. The use of all other City equipment is strictly prohibited; the presence of such equipment in approved City facilities notwithstanding.

- D. The Union agrees that, except as specifically provided by the terms and conditions in the Employer–Employee Resolution or in this Memorandum, employees shall not be permitted to engage in Union activity during their working hours or on City premises.

ARTICLE 6 Use of Bulletin Boards

Recognized employee organizations, such as SEIU 721, may use portions of City bulletin boards under the following conditions:

1. All materials must receive the approval of the department or division head in charge of the departmental bulletin board.
2. All materials must be dated and must identify the organization that published them.

3. The actual posting of materials will be done by a representative of the recognized employee organization after approval by the department head. Unless special arrangements are made, materials posted will be removed 31 days after the posting date by a representative of the recognized employee organization. Material which the department head considers objectionable will not be posted, provided however, the department head shall first discuss this denial with the Municipal Employee Relations Officer.
4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
5. An employee organization that does not abide by these rules will forfeit its right to have material posted on City bulletin boards.

ARTICLE 7 Non-discrimination

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

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

ARTICLE 8 No Strike – No Lock Out

The parties to the Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this memorandum the City agrees not to engage in a lock-out of employees and the Union will not engage in, cause, or sanction any strike, curtailment of work, sick out, slow down, restriction of production or service, or interference with the operations of the City, or picketing or patrolling during the term of this memorandum.

ARTICLE 9 Modification Clause

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council, provided however, this provision shall not be deemed to preclude mutually agreed upon meet-and-confer sessions for the purpose of altering, waiving, modifying or amending this Memorandum.

ARTICLE 10 Savings Clause

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

ARTICLE 11 Impasse

In the event that the parties are unable to reach agreement on a successor Memorandum of Understanding, either party may request the assistance of the State Mediation and Conciliation Service to resolve the impasse. Should the impasse remain unresolved, the issue(s) in dispute can be submitted to the Municipal Employee Relations Officer for processing in accordance with the Resolution of Impasses Section of the City's Employer-Employee Labor Relations Resolution No. 555.

ARTICLE 12 Salary Increases

There will be no salary increases for the 2011-2013 term of this MOU.

ARTICLE 13 Overtime

1. All authorized actual time over forty (40) hours in any work week, and all authorized actual work performed on holidays shall be compensated at the rate of one and one-half times the employee's hourly straight time rate. The 40 hours shall consist of all authorized actual time worked, and/or authorized paid leave time. Overtime shall be rounded to the nearest quarter of an hour (7 minutes or less round down; 8 minutes or more round up).
2. Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.
3. Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours pay at the applicable overtime rate unless such call-in immediately preceded an employee's scheduled shift.

ARTICLE 14 Bilingual Pay

Effective the first pay period following the City Council's adoption of this Memorandum of Understanding, employees may be eligible to receive bilingual pay of \$75 per month under guidelines established in the Bilingual Incentive Program provisions of the Manual of Personnel Rules, Practices and Procedures.

ARTICLE 15 Leaves of Absence

A. Sick Leave

The Sick Leave provision may apply under the following:

- Personal illness or injury to the employee
- Attendance to an immediate member of the family who is seriously ill and requires the employee's presence. "Immediate member of the family" shall include registered domestic partners as defined by State law.

1. Definition

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

2. Procedure for Application

- a. Every employee who is unable to report to work at his usual time shall either call, or have someone call, his supervisor preceding the time he/she is scheduled to report for work to explain an absence. Absent extenuating circumstances, the employee shall speak directly with a Supervisor; not leave a message.
- b. Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, upon proper verification.
- c. Employees requesting payment of wages for four days or longer shall secure and have "application for payment of wages during absence," signed by their personal physician, osteopath, chiropractor, or Christian Science practitioner attending the employee, and present such application to Risk Management before returning to work.
- d. An eligible employee, who, while on vacation, has suffered a serious disability in excess of three days due to injury or illness requiring professional medical treatment, and who has been confined to bed or seriously restricted in their mobility by the attending physician, may request, subject to departmental approval and proper verification, that their available sick leave credit be used in substitution for scheduled vacation. In order to receive this benefit, the employee shall:
 - i. Notify the department head immediately of any serious disability or confinement and not wait to return to duty.
 - ii. The department head shall make a preliminary determination or investigation based on available information.

- iii. If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send an "application for payment of wages during absence" form, so the necessary medical report and physician's signature may be obtained before the final decision is made. In lieu of the doctor's signature on the "application for payment of wages during absence," a statement from the doctor on letterhead as to the time, treatment, and extent of disability may be used and attached to the above mentioned form upon return.
- iv. If the department head approves and endorses the request, all appropriate information and the "application for payment of wages during absence" will be sent to the Finance Department.

3. Sick Leave Provisions

Effective the first pay period in January 2012, or as soon as administratively possible thereafter, regular full-time employees are eligible to accrue on a pay period basis, up to 80 hours of sick leave per calendar year for illness or injury not arising out of and in the course of his or her employment.

- a. Medical, dental, eye or ear examinations of a routine or preventative nature shall be scheduled outside of normal working hours whenever possible. Medical, dental, eye or ear examinations which cannot be scheduled outside of normal working hours shall constitute sick leave. In addition, injury to or illness of a member of an employee's immediate family which requires the employee to be absent from work, shall also constitute sick leave for the purpose of this section provided that such absence shall not exceed three (3) regular working days. Immediate family means spouse, child, parent, brother or sister or parent of spouse.
- b. In the event an employee does not use the hours accrued during a calendar year, the unused portion shall be credited to the employee for future use. Such accumulation shall not exceed 1200 hours.

At time of retirement, employees may elect to convert up to 1200 unused accumulated sick leave hours to PERS retirement service credit pursuant to Government Code Section 20965.

- c. Persons employed on January 1, 1978, were entitled to reserve sick leave under a previous sick leave plan. Sick reserve time, as had been calculated and credited to said employees, shall be used only in increments of 10 days or more, and satisfactory evidence of the illness must be presented before those benefits shall apply. The employee will be responsible for designating the use of this reserve.

B. Bereavement

Regular full-time employees absent for leave due to bereavement of an immediate family member may receive regular compensation for a maximum of 24 hours. Regular part-time employees working more than 20 hours per week may receive one-half of the bereavement leave provided 40-hour employees. "Immediate family member" is defined as spouse, child, parent, brother or sister, parent of spouse, grandparents, grandchildren, step parents, step children, step sister, step brother or registered domestic partner as defined by State law. Under special circumstances, the department head may approve bereavement leave upon the death of other than immediate family members as herein defined. Bereavement leave is provided separate from the sick leave provision.

C. Workers' Compensation Leave

Job-Related Injury or Illness - Any employee incapacitated by reason of an injury or illness arising out of or in the course of his employment shall receive, in lieu of any other compensation provided by this Memorandum, a sum which when added to the amount of temporary disability compensation, if any, under the Workers' Compensation Laws of the State of California, will result in payment to the employee a sum equal to his or her regular net compensation (gross pay minus State and Federal income tax) at the time of the injury. Regular compensation is the salary which the employee is being paid on the date of the job related illness or injury. Such payment shall commence with the first day of the approved absence and end with the termination of the temporary disability, or the termination of the approved absence, or the

expiration of ten months, whichever occurs first.

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

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

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.

Notwithstanding the above, the City Manager may authorize a salary subsidy and/or benefits continuation classified below for employees who are involuntarily called to active duty as a result of a national emergency.

Employees required to be absent from employment as a result of military obligations, i.e. military leave, shall be paid by the City in accordance with the Military and Veterans Code.

E. Jury Leave

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

There will be no reduction in pay for a regular full time employee that is required to be absent from work on jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of the shift; for this the employee will receive a full day's pay, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.

In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, the employee will receive no pay from

the City for that day, but will be entitled to keep the jury fee.

In those cases in which the employee is not released by the court until after 1:00 p.m., the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City the amount received from the court for jury duty, excluding mileage.

ARTICLE 16 Paid Leave Pro-Rata Provisions

Part-time employees regularly scheduled to work more than half time but less than full time shall be allowed one-half that share of leave benefits allowed full-time employees.

ARTICLE 17 Vacation

Vacations provided in this section shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager may authorize pay in lieu of vacation, or he may allow accumulation of more than one vacation period.

1. Vacation Period and Carry-over
 - a. No vacation shall exceed two (2) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than one (1) vacation period. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. Upon written request to, and upon receipt of written approval from the department head, an employee may be permitted to carry over one (1) additional vacation period for a maximum of three (3) vacation periods to be used during a specified calendar year. Each additional vacation period shall be used during the calendar year for which it was requested.
 - b. On January 1 of each year, the provided vacation carried over by each employee, plus his/her current year's provided vacation allowance, shall be credited to the employee, based upon the schedule set forth in Subsection (3) of this section. At any time during said calendar year the employee may use said credited vacation, provided, however, all vacation shall be taken

at such times as shall be approved by the head of the department in which such employee works.

2. Termination

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

Any employee who terminates and who shall have been in continuous service immediately preceding such termination, shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

3. Vacation-Schedule of Benefits

- a. Date of Hire to 5 years

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

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

- b. 5 years or more

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

<u>Upon completion of</u>	<u>No. of additional</u> <u>hours</u>
11 years continuous service	8

12 years continuous service	16
13 years continuous service	24
14 years continuous service	32
15 years continuous service	40

The maximum number of vacation hours shall be 160.

4. Advanced Vacation Request

Two (2) employees shall be allowed to schedule vacation at any one time.

All employees are encouraged to schedule as much of their allotted vacation time during the December reservation period. The Department will distribute vacation selection forms by mid-November. Employees may reserve time for vacation by submitting an advanced vacation request by the 2nd Friday in December.

The Department shall inform all employees who submit a vacation request whether their request will be granted by December 31st. In the event that the Department cannot accommodate all vacation requests, seniority will be used to make the final decision. The Department will process all first choice vacations (with conflicts decided by seniority), then process all second choice vacations. Once the Department informs the employee that their vacation request is granted, the Department may not cancel the request unless in the event of an emergency.

The Department will make every reasonable effort to accommodate vacation requests which are submitted after the reservation period. Employees should submit any requests as soon as possible but no later than 3 working days prior to the request time.

ARTICLE 18 Holidays

1. The following days shall be observed as 8 hour holidays commencing with calendar year 1994; January 1; the third Monday in January; February 12; the third Monday in February; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11; the fourth Thursday in November; the day following the

fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, Thanksgiving or holiday.

2. Also commencing calendar year 1994, one 8-hour working floating holiday shall be designated in the month of December of each year, subject to the approval of the Department based upon operational considerations.
3. If any of the foregoing holidays falls upon a Saturday, the preceding Friday is the holiday in lieu thereof. If any of the foregoing holidays falls upon Sunday, the Monday following is the holiday in lieu thereof.
4. Every regular full-time employee shall be allowed a paid leave of absence of 8 hours for each holiday.

In the event any such person's working schedule, in the opinion of the head of the department with the approval of the City Manager, will not permit such leave of absence, such person shall receive time and one-half for all hours worked on the holiday, in addition to 8-hours holiday pay at the straight time rate.

If any holiday falls on such person's day off, he/she shall be compensated by paid leave of absence on another day, or he/she shall receive 8 hours pay at the straight time rate as shall be determined by the head of the department.

5. Employees of the Solid Waste Division will normally be required to work on all designated holidays, with the exception of January 1, the third Monday in January, the fourth Thursday in November, and December 25. Notwithstanding the aforementioned provision, the City may determine that any of the above holidays may be worked to meet reasonable operational demands.

ARTICLE 19 Rest Periods

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

The time at which such rest periods are taken shall be determined by the department head who will schedule absence from duty so that service to the public is not impaired.

Rest periods or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave. Employees shall not use City vehicles to leave a job site for rest periods provided, however, that refuse employees may take their rest period on their assigned route.

ARTICLE 20 Clean Up Time

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

ARTICLE 21 Employee Benefits

A. Life Insurance

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

B. Dental Care Program

The City will contribute 100% of the premium for the employee-only dental care coverage as provided by the City of Pasadena. In addition, the City will contribute up to \$75.84 per month for the premium for dental care coverage.

C. Health Insurance/Employee Option Benefit Fund

Employees of this unit participate in the State PERS Medical Program. The City shall contribute a monthly amount per employee as specified by State statute toward the premium for health insurance as provided under the Public Employees Retirement System Medical Program (PERS Medical Program) to eligible employees who enroll in the PERS Medical Program. Regular part-time employees who are members of PERS and who are regularly scheduled to work 20 to 29 hours per week are eligible for the City's contribution to health insurance, but said employees shall not be eligible for the City's contribution to the Employee Option Benefit Fund.

In addition, the City shall provide each eligible employee a dollar contribution as specified below to be allocated to the Employee Option Benefit Fund (EOBF) which shall be used to pay on the balance of the employee's health premiums, or designated to the employee's

individual deferred compensation account.

Effective January 1, 2011:

Employee Only	\$962.85/month
Employee w/Dependents	\$990.11/month

Effective January 1, 2012, and for the term of the 2011-2013 MOU, the City's contribution to EOBFF for employees with no City insurance plan and with employee only insurance coverage will be frozen at \$962.85.

Effective January 1, 2012, the City's contribution to EOBFF for employees with employee plus one dependent will remain at \$990.11 until the premium of the least expensive Employee with one dependent health insurance plan offered to all City employees exceeds the sum of the City's EOBFF contribution and the state mandated contribution to medical insurance. Then, the City's contribution to EOBFF will be adjusted to an amount that, when combined with the state mandated contribution to medical insurance, pays in full an amount equal to the premium of the least expensive Employee with one dependent insurance plan offered to all City employees.

Effective January 1, 2012, and for the remaining term of the 2010 – 2013 MOU, the City's contribution to EOBFF of employees with full family coverage will be an amount that, when combined with the state mandated contribution to medical insurance, pays in full an amount equal to the premium of the least expensive family health insurance plan offered to all City employees.

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

D. Workers' Compensation

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

the City of Pasadena.

E. Long Term Disability Insurance

The City will provide a long term disability (LTD) plan. The Plan 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 shall not exceed a total of 50% of the employee's salary up to a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD plan.
- c. The maximum benefit period will be five years.
- d. The City and employee will jointly contribute to the cost of the Plan with the initial dollar contribution based on the City contributing \$4 per month and the employee \$2 per month.

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

ARTICLE 22 Retirement

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's contract with Public Employees Retirement System.
- B. The retirement plan provides for a benefit level as follows:
 1. Retirement based on average salary of three (3) highest years.
- C. On January 27, 2006, SEIU, as part of the Labor Coalition on Retirement Benefits, reached agreement with the City of Pasadena on an enhanced retirement plan as specified in Exhibit III – Coalition Agreement on Retirement, which is attached to this Memorandum of Understanding.

The City and each employee will contribute to the employee's

retirement costs as specified in the Coalition Agreement on Retirement which is Exhibit III of this MOU. All such City contributions made under this section shall be deemed to be member contributions under the Public Employees Retirement System (PERS) and shall be recoverable by the member as such.

- D. The parties acknowledge that the Coalition of miscellaneous City Unions and the City of Pasadena are negotiating changes to the Retirement Agreement. Further, SEIU understands and agrees that any negotiated changes to Retirement will be incorporated into the SEIU Memorandum of Understanding unless the City and the Coalition agree to create a separate stand alone Retirement Agreement.

ARTICLE 23 Unemployment Insurance Benefits

Unemployment insurance benefits shall be provided in accordance with California State law.

ARTICLE 24 Reimbursements

- A. Tuition Reimbursement

Regular employees pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to five hundred dollars (\$500) per fiscal year. In addition, Management shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program. 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.

Eligibility for tuition reimbursement shall be in accordance with Section 4.10 – Tuition Reimbursement of the City of Pasadena’s Manual of Personnel Rules, Practices and Procedures.

- B. Uniforms

Uniforms shall be provided to employees consistent with the conditions specified in the City’s uniform vendor contract. Uniformed employees shall present themselves on each working day dressed in the approved uniform.

The employee must pay for and replace any clothing lost or stolen which has been assigned to him/her.

Rules and regulations for wearing of uniforms shall be set by the operating departments.

Employees who are required by Management to wear safety shoes/boots in carrying out their job duties, shall be reimbursed up to \$200 annually for the cost of purchasing such boots. Such safety shoes/boots must meet safety standards as determined by Management. Employees required to wear safety shoes/boots shall purchase such shoes/boots within 90 days of hire.

ARTICLE 25 Safety Vests and Rain Gear

The City shall provide and replace safety vests, work jackets with reflector markings and rain gear which includes rain boots. Employee shall be responsible for proper care and maintenance of their safety vests, work jackets and rain gear, and shall reimburse the City for any lost or stolen items which have been assigned to the employee.

ARTICLE 26 TDM Program

The City's Transportation Demand Management (TDM) Program shall be implemented for employees whose classification is represented by this Association. The provisions of the TDM Program shall be consistent with the PRIDEshare II Chart below. The parking fees currently in effect shall not be changed except through the meet and confer process.

PRIDESHARE II CHART

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

Non-Solo Mode Users

Qualifying participants in this program receive:

A waiver of the Clean Air/Parking Fee

Up to two work days per week of free parking
 A Guaranteed Ride Home Program in case of emergency or
 unexpected supervisor approved overtime.

- | | | |
|----|--------------------------------------|--------------------|
| 1. | 2 OR MORE PERSON CARPOOL | <u>YOU RECEIVE</u> |
| | <u>3 Workdays Per Week Minimum</u> | |
| | A. Personal Vehicle Use | |
| | Preferential Parking Where Available | Free Parking |
| | Ridematching | Free Parking |

City owned vehicles assigned to employees and used for carpooling are provided at the discretion of the department head. The PRIDEshare II program does not provide nor control City-owned vehicles for carpooling purposes.

- | | | |
|----|------------------------------------|---------|
| 2. | BICYCLIST | |
| | <u>3 Workdays Per Week Minimum</u> | |
| | Showers & Lockers Where Available | Free |
| | Bicycle Parking Facilities | Free |
| 3. | TRANSIT | |
| | <u>3 Workdays Per Week Minimum</u> | |
| | Bus Pass Subsidy (per month) | \$35.00 |
| | Bus Pass Remaining Balance | |
| | Transit Route Planning | Free |
| 4. | VANPOOLER | |
| | <u>3 Workdays Per Week Minimum</u> | |
| | Preferential Parking | Free |
| | Ride Matching Assistance | Free |

- | | | |
|----|------------------------------------|--|
| 5. | WALKER | |
| | <u>3 Workdays Per Week Minimum</u> | |

ARTICLE 27 Payroll

- | | | |
|----|-------------------------|--|
| A. | Probation - Step Raises | |
|----|-------------------------|--|

1. The initial probationary period for all employees whose classification is listed in Exhibit I shall be one year and those employees satisfactorily completing said probationary period shall be promoted to Step 5 of the pay scale. Probationary employees shall receive a performance evaluation every three months in order to determine their progress and merit increases to the 5th Step by the end of one year.

Based upon continued satisfactory performance, a probationary employee will be advanced from Step 1 of the pay scale to Step 2 at the end of three months; to Step 3 at the end of six months; to Step 4 at the end of nine months; and Step 5 at the completion of the probationary period.

2. The probationary period for Solid Waste Truck Operator II shall be one year. Except, however, if the employee has accumulated at least six months of actual experience as a relief driver through temporary assignment in the Solid Waste Division, the probationary period shall be six months.

Solid Waste Truck Operator Is who are promoted to Solid Waste Truck Operator II will be placed on Step 4 of the Senior Solid Waste Truck Operator II pay scale, and to Step 5 upon completion of six months of satisfactory experience, which shall include experience as a relief driver under temporary assignment.

3. Notwithstanding anything in this section, the Director of Human Resources may approve a promotion or advancement to a higher step within the schedule.

The following language will replace the aforementioned language on Probation – Step Raises effective July 1, 2011:

Employees who are hired or promoted on or after July 1, 2011, to Step 1 of the salary range for any classification in the bargaining unit shall be placed on Step 2 of the salary range at the successful completion of six months of service in the classification. Thereafter, increases to Step 3 through Step 5 shall be based on satisfactory job performance and shall be reviewed at least at the following time intervals:

Step 3 – 6 months after the Step 2 increase

Step 4 – 6 months after the Step 3 increase

Step 5 – 6 months after the Step 4 increase

When an employee is promoted from a lower salary schedule classification to a higher salary schedule classification, he/she shall be placed on the lowest step of the salary range of the higher salary schedule classification that provides a 5% salary increase above the employee's current salary. The 5% salary increase shall be determined from the salary step of the range of the classification from which the employee is being promoted. In no event shall the employee be placed on a salary step higher than the top step of the new salary range.

The probationary period for employees promoted to classification in the bargaining unit is twelve (12) months.

Notwithstanding anything in this article, the Director of Human Resources may approve a promotion or advancement to a higher step within the salary schedule.

B. Temporary Assignment

When a Solid Waste Truck Operator I is temporarily assigned as a Solid Waste Truck Operator II, the following shall govern:

1. To be considered for temporary assignment, a Solid Waste Truck Operator I must possess a valid Class B operators license, be currently on an active Solid Waste Truck Operator II eligibility list or be deemed qualified as a driver by the department, based upon completion of appropriate training and satisfactory evaluation of performance.
2. Upon assignment as a Solid Waste Truck Operator II, the employee shall be placed at Step 4 of Solid Waste Truck Operator II rate of pay. Upon accumulation of six months of actual assignment, all subsequent assignments shall be at Step 5 of Solid Waste Truck Operator II rate of pay.

ARTICLE 28 Payroll Deductions and Dues

A. Dues Deduction

Only formally recognized employee organizations (i.e., the majority representatives of employees in an appropriate unit) shall be granted permission by the Municipal Employee Relations Officer to have the

regular dues of its members deducted from their paychecks in accordance with procedures prescribed by the Municipal Employee Relations Officer. Provided, however, this shall not preclude the continuation of dues deduction heretofore granted to any employee organization. For purposes of this section, dues shall not include any special assessment, but may include additional voluntary deductions authorized by employees, the purpose for which is political activities of the employee organization or other purposes allowed by law which require a separate authorization from individual employees.

Dues deduction shall be made and continued only upon the voluntary written authorization of the member. Dues deduction authorization may be cancelled and the dues deduction discontinued at any time by the member upon voluntary written notice to the Human Resources Department. Dues deduction authorization or cancellation shall be made upon forms provided by the Human Resources Department. Each employee dues deduction authorization shall be for a specified amount which shall continue to be deducted, without change, until a new authorization or a cancellation is filed with the Human Resources Department. An individual member may authorize the deduction of additional amounts in addition to basic dues, said amounts specified by the member and paid to the employee organization for the purpose of augmenting the organization's political or other legally authorized activities which cannot be undertaken utilizing the basic dues of the member.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues deduction will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period.

In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the City from authorizing employees shall be

transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive dues deductions and any additionally authorized withholding as authorized in this section shall indemnify, defend, and hold the City of Pasadena, its officers and employees, harmless against any claims made and against any suit instituted against the City on account of deduction of employee organization dues. In addition, all such employee organizations shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

B. Agency Shop Election

1. At any time during the term of this MOU, the Union shall have the right to conduct a secret ballot election to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in Govt. Code Section 3502.5.

This election shall be administered by the City Clerk's Office, unless the City and the Union mutually agree otherwise.

It is mutually agreed by the parties that this Unit shall be covered by the agency shop provisions if a majority of the Unit members who participate in the election vote for agency shop.

If a majority of the Unit members do vote in favor of an agency shop, then the City shall immediately thereafter notify all employees in the bargaining unit that they will be required, as a condition of continued employment, either to join the Union, or pay to the Union a service fee as provided in Govt. Code Section 3502.5(a).

2. An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union. Such employee shall, in lieu of period dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

3. It is mutually agreed by the parties that if the agency shop provisions in this agreement go into effect, they may be rescinded by a majority vote of all the employees represented by this Unit.
4. The Union agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of these provisions.

ARTICLE 29 Discipline

The City may take disciplinary action for just cause.

Disciplinary actions, which shall include only oral and written warnings, suspension, demotion and termination, will be consistently applied.

When an employee is scheduled for a meeting at which disciplinary action may result, the employee will be notified of his/her rights to representation. If disciplinary action is determined to be appropriate, the employee will be notified of the discipline in writing (except oral warnings) and will be advised that appeal procedures may be made through the Grievance Procedure.

ARTICLE 30 Grievance

A. Definition

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

B. Objectives

1. To resolve or settle an employee's grievance fairly, expeditiously and amicably.
2. To provide an orderly procedure for the presentation of a grievance and for successive steps of appeal as the employee may consider warranted.

3. To comply with applicable state and federal laws, the City Charter and the Salary Resolution.
4. To implement those sections of the Employer-Employee Labor Relations Resolution pertaining to grievances.

C. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. Allegations of unlawful discrimination shall not be processed through the grievance procedure. The employee may submit such allegations through the Human Resources Department utilizing the Discrimination Complaint Procedure, or through the appropriate state or federal agencies.
3. An employee may select one of the following methods of representation.

To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance.

The employee may:

- a. Be self represented
 - b. Be represented by another person
 - c. Be represented by Union Business Representative
4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.

The representative shall be entitled to:

- a. Reasonable access to the employee's work location. If it becomes necessary for an employee/union representative who works for the City to leave his/her place of work to go to another work location to investigate a grievance, he/she shall obtain authorization from his immediate supervisor before leaving the job. Such a request shall not be unreasonably denied.
 - b. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - c. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
5. A grievance may be discussed and processed on City time, except that no overtime or additional compensation shall be allowed if the proceedings extend beyond the employee's or the representative's workday or workweek. The employee and his representative shall cooperate with the City in such a manner that there will be a minimum of interference with the operations of the City's work.
6. A grievance involving a discharge or layoff due to a reduction in force shall be filed at Step 2 of the Grievance Procedure within five days of the notification of discharge or layoff.
7. A grievance may be initiated only by the employee concerned, except that a general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Union on behalf of employees represented by the Union. A general grievance shall be filed in writing with the Director of Human Resources at Step II within fourteen (14) calendar days of the action in question.
8. 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.

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

D. Grievance Procedure

1. Step 1

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

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.

If the employee is not satisfied with the decision of the immediate supervisor, appeal to Step 2 can be made in writing. The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal and the specific areas of disagreement, and the remedy being requested. The grievance form shall be signed and dated by the employee.

2. Step 2

If the employee desires to appeal his grievance to Step 2, the employee shall submit the grievance in writing as indicated above on forms provided to the department head, within

seven (7) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.

If the employee is not satisfied with the Step 2 decision, upon indicating areas of specific disagreement, appeal of the grievance to Arbitration for resolution may be made. However, oral warnings shall not be subject to appeal beyond the Step 2 level.

3. Step 3-(Advisory Arbitration)

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

If the employee is being represented, the employee may be assisted by a representative in the appeal.

Within seven (7) calendar days after receiving the notice to appeal a grievance to arbitration, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of the 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.

Within seven (7) calendar days following the meeting to prepare the issue(s) statement, the parties shall either select an arbitrator by mutual agreement or request the State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbitrators. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

If the parties utilize the State Mediation and Conciliation Service, within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrators.

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

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

The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.

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

Each of the parties involved shall contribute equally to the cost of facilities, fees and expenses of the arbiter. The service of a court reporter and transcripts, which shall be determined in advance of the hearing, shall be paid by the party receiving such service, or shared equally by both parties receiving the service. If the arbitrator requires a court reporter and transcripts,

the cost shall be shared equally by both parties.

ARTICLE 31 Layoff

A. Definition

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

B. Authority

The City Manager shall have the authority to eliminate positions within any department because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

C. Policy

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
2. Layoff shall be made by classification series (for example, Civil Engineers, Typist Clerks).
3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
 - a. Temporary or provisional employees.
 - b. Probationary, regular, part-time employees.
 - c. Probationary, regular, full-time employees.

- d. Permanent, regular, part-time employees.
 - e. Permanent, regular, full-time employees. (For purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
5. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
6. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class.

All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:

- a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
- b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
- c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
 - i. The employee is physically able to perform the required duties.
 - ii. The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
 - iii. The employee meets the minimum qualifications and physical standards of the position.

Departments, other than the one in which the particular

layoff occurred, are not obligated to accept the laid-off employee unless the classification is covered by this bargaining unit.

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

- c. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - i. Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
 - ii. The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
 - iii. The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave in the frozen 1970 sick bank, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum.
 - iv. Employees who claim payment for accumulated vacation and/or sick leave in the frozen 1970 sick bank and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
 - v. Laid-off employees who are not recalled within the 12-month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave in the frozen 1970 sick bank which has not been previously claimed.
- d. Employees laid off and given an opportunity to return to

a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will be removed from the reemployment list.

12. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no reemployment rights, but may be returned to their former place on the eligible list.
13. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
14. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
15. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

D. Procedure

1. Notice: Each affected employee shall receive written notice from the appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks notice shall be given.
 - a. The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.
2. Recall List: The Personnel 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 32 Work Hours

- A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week. Changes in normal work schedules shall not be made arbitrarily, but rather to meet the operational needs of the department or for other legitimate reasons. Whenever possible, at least ten (10) calendar days notice will be provided to employees affected by a change in the normal work schedule.
- B. Full-time employees are entitled to paid leave benefits based on an eight-hour day regardless of their work schedule.
- C. The normal workweek is Monday 12:01 a.m. through Sunday midnight.
- D. Full-time employees assigned to the automated curbside collection program are subject to work a full 40-hour work week.

ARTICLE 33 Standby Status

Employees may be required by the department to be on standby during off duty hours for the purpose of responding to City or public emergency situations arising at times other than during normal working hours. Employees who volunteer for standby status will be placed on such standby status, if qualified, before non-volunteers.

ARTICLE 34 Requirement of Class B License for Solid Waste Collectors

As a condition of continued employment, all Solid Waste Collectors must obtain a Class B California Driver's License. The cost of obtaining a Class B license, as well as the cost of subsequent renewals, will be borne by the City.

ARTICLE 35 Contracting Out

If the City proposes to contract out bargaining unit work, the City shall notify the Union, in writing, after a Request for Proposal is approved and received by the City. Upon written request from the Union, the City shall meet with the Union to negotiate the impact on employees of any proposed contracting out prior to contracting out any bargaining unit work. Further, during the term

of the 2011-2013 MOU, the City will not layoff employees resulting from its contracting out decision.

ARTICLE 36 Route Assignments

Management retains the right to assign employees to routes which become permanently or temporarily vacant or to fill positions based on staffing needs. However, such assignment of routes shall not be made arbitrarily, or for reasons unrelated to merit. Rather, Management agrees to consider a number of factors in assigning routes, including but not limited to, seniority in classification, performance evaluations, attendance, vehicular accidents, and knowledge of the various routes.

Disputes over the practical application of this provision shall be subject to the Grievance Procedure of the MOU.

ARTICLE 37 Labor-Management Committee

- A. During the term of this Memorandum of Understanding, the parties agree to convene a Joint Labor-Management Committee, for the purpose of discussing issues impacting employees in this bargaining unit.

The Committee shall meet during the months of April, July and October of each year if requested by either party, during regular working hours. The Committee shall consist of an equivalent number of Union and Management representatives. Union representatives shall be designated by the Union from among bargaining unit employees. Management representatives shall be designated by the Director of Public Works and Transportation.

Upon agreement, the parties can use the assistance of a Federal or State mediator in their discussions at the labor-management committee meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration.

- B. The parties also agree to form a subcommittee of the Joint Labor-Management Committee to specifically address the issue of uniforms. The subcommittee shall consist of equal number of Union and

Management representatives.

Prior to the annual allotment of uniforms, the subcommittee shall meet to review the amount of money budgeted for uniforms for that year, and to discuss what types of uniforms to purchase for that year within budgetary parameters. The subcommittee may then develop a set of recommendations on uniforms and present those recommendations to Management for consideration.

ARTICLE 38 Drug and Alcohol Prevention

It is the responsibility of the City, the Union, and employees to maintain a safe, healthy and protective work environment. Therefore, employees shall not report for work under the influence of drugs or alcohol, or possess alcohol or illegal substances while at work, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and a danger and liability to employees and the City.

"Under the influence of drugs or alcohol" means the use of alcohol or any illegal substance, or misuse of a prescribed drug in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or City equipment safely. The parties agree to take all necessary steps to fulfill these responsibilities and minimize potential dangers.

The parties to this Memorandum of Understanding attach as Exhibit II an Alcohol and Drug Abuse Policy to further delineate the purpose, policy, application and responsibilities of the parties to promote a drug free work environment.

ARTICLE 39 Child Care Subsidy Program

Employees represented by this Unit are eligible to participate in the City's Child Care Subsidy Program subject to the guidelines and parameters established by the City. Subsequent changes, if any, to the Program and/or benefit levels, are at the discretion of the City.

ARTICLE 40 Gainsharing Program

The following Gainsharing provisions set forth the concept, goals, and procedures by which represented employees may share in the results of productivity improvement and cost reductions.

A. Gainsharing Areas of Potential Savings

The City and Union have identified three areas for potential savings calling for a reduction in:

1. Sick Leave and time off without pay (for purposes of Gainshare, sick leave shall include all unscheduled absences and time off without pay);
2. Workers Compensation Claims
3. Preventable Vehicular

B. Calculation of Gainshare Payments

Savings will be calculated for the period of October 1st through September 30th of each year. Distribution of savings will be in the form of a one time lump sum bonus to be paid to employees in the bargaining unit as of September 30th of each year who meet the individual criteria and goals of the SEIU Gainsharing Plan. Individuals who become bargaining unit members during the calculation period of October 1st through September 30th are eligible to receive a proration of the gainshare payment for which they qualify. Gainshare payments to eligible employees will be provided by the first pay period in November, provided all data for each of the 3 incentive categories is available to be finalized.

A. A Cost Reduction and Productivity Improvement Program

Employees represented by SEIU Local 721, have an opportunity to receive an annual monetary incentive based upon reaching certain goals that reduce costs and improve productivity in the areas of (1) sick leave reduction; (2) vehicular accident reduction, and (3) reduction of new lost-time claims for workers compensation. The following is a sample record of claims and usage in each category:

Number of Employees	Average Number of Sick Hours Used	Average Number of Lost-Time Workers Comp Claims	Average Number of Preventable Vehicle Accidents
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27	49	5	19
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Employees will be assigned to one of three tiers based on their individual performance in the three areas. It should be noted that each employee's bonus is based on the individual's overall performance. Each individual employee must reach his or her individual goal in order to be eligible for the Gainshare bonus. The table below shows the criteria for each part of the Gainsharing plan. If an employee reaches all three goals in all three categories (use of sick leave, preventable vehicle accidents, and lost time workers compensation injuries), he or she shall receive the following incentive:

Gainsharing Tier	Number of Sick Hours Used	Number of New Lost-Time Workers Comp. Claims	Number of Preventable Vehicle Accidents	Gainshare Payment Per Employee
Tier 1	0 to 16 hrs (up to 2 days)	None	None	\$2,500
Tier 2	17 to 24 hrs (up to 3 days)	None	None	\$1,000
Tier 3	25 to 32 hrs (up to 4 days)	1 or less	1 or less	\$500

In the event that Gainshare is deleted from the 2011-2013 MOU, the parties agree to use the period of October 1, 2012 through September 30, 2013 to determine the calculation of Gainshare payment for the last year of the 2011-2013 MOU term.

EXHIBIT I
SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU)
SCHEDULE OF COMPENSATION RATES

No salary increases are scheduled for the term of the 2011-2013MOU.

Effective April 28, 2008 (Current)

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Solid Waste Truck Operator I	17.0203	17.6431	18.6658	19.8413	20.9814
Solid Waste Truck Operator II	20.9931	21.9688	23.0150	24.0258	25.0719

EXHIBIT II

City of Pasadena and SEIU

ALCOHOL AND DRUG ABUSE POLICY

A. PURPOSE

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

B. POLICY

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

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

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

Employees reasonably believed to be under the influence of alcohol or

drugs shall be prevented from engaging in further work and shall, for safety purposes be provided transportation from the work site.

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

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

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

C. APPLICATION

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

D. EMPLOYEE RESPONSIBILITIES

An employee must:

1. Refrain from the use of, or possession of, illegal drugs or narcotics while on duty or off duty;
2. Not report to work while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours, when there is a reasonable expectation of being called to duty, when on breaks, during meal periods or at anytime while on City property;
4. Not directly or through a third party sell or provide illegal drugs to any

person, including any employee, while either employee or both employees are on duty or off duty;

5. Submit immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager;
6. 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;
7. Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and
8. Report to the supervisor or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

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

E. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (B-XV).
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

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

- a. Slurred speech;
 - b. Odor of an alcoholic beverage on breath;
 - c. Unsteady walking and movement;
 - d. An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use;
 - e. Physical altercation;
 - f. Verbal altercation;
 - g. Unusual behavior where the cause may be symptomatic of suspected use;
 - h. Possession of alcohol or drugs; or
 - i. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
3. If the manager or supervisor reasonably believes that an employee is under the influence, the employee shall be advised of his/her right to representation. Upon the employee's request for representation, any interrogation or testing shall cease until representation is present, unless representation is not immediately available.
 4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. When possible, the supervisor shall seek the opinion of a person such as a police officer who is trained to recognize persons under the influence prior to ordering an employee to submit to a drug test.
 5. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee that failure to comply is insubordination and will result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work site.
 6. Managers and supervisors shall not physically search the person or employees, nor shall they search the personal possession(s) of

employees without the consent of the employee.

7. Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession, or when the supervisor is unable to reasonably control a situation where the employee poses a potential liability to himself/herself, or others.

F. PHYSICAL EXAMINATION AND PROCEDURE

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

G. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

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

2. Temporary Employees - Alcohol/Drug Tests

- a. Temporary or project employees seeking regular appointment to the City positions shall be subject to an alcohol/drug test prior to appointment to regular positions.
- b. A positive result from a drug and/or alcohol analysis will result in disqualification from appointment to the regular position and may result in disciplinary action, up to and including discharge.
- c. If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee may be disqualified from appointment to the regular position and may be subject to disciplinary action up to and including discharge.

3. During Employment Alcohol/Drug Tests

- a. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem.
- b. If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including discharge.
- c. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts.

Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.

H. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Director of Human Resources. 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) 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.

Exhibit III

City of Pasadena
Coalition of Miscellaneous Employee Units

27 January 2006
Tentative Agreement

1. **Plan:** The City agrees to contract for 2.5% at 55 for implementation as provided herein. 2.5% at 55 shall be subject to a vote of all miscellaneous employees as required by PERS. If the miscellaneous employees vote to approve the amendment to the PERS plan, they shall pay a portion of the cost by paying a portion of their own Employee Normal Contribution as provided below at #3.
2. **Plan Effective Date:** The plan agreed to by the Parties shall be implemented on January 1, 2007.
3. **Employee Payment:**
 - A. Effective July 1, 2006, employees pay 2.2%.
 - B. Effective July 1, 2007, employees pay an additional 1.4% for a total of 3.6%.
4. **Pre-tax:** All employee contributions shall be made on a pre-tax basis and credited to the employee's PERS member account.
5. **Market Volatility:** No change based on market volatility. The City shall absorb all increases due to market volatility and shall receive the benefit of all reductions due to market volatility.
6. **Other PERS Optional Benefits:**
 - A. Credit for Unused Sick Leave (GC 20965) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
 - B. Military Buy Back (GC 21024) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
 - C. Survivor Spouse (GC 21548) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
 - D. Level 4 Survivor Benefit (GC 24574) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
7. **Full Understanding:** The Parties agree that until June 30, 2009, neither party, nor any Union that is a member of the Coalition, shall be required to negotiate or compel any other party to negotiate concerning an enhanced retirement plan, retirement contributions, or any PERS Optional Benefit, except for EPMC (GC 20692).

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

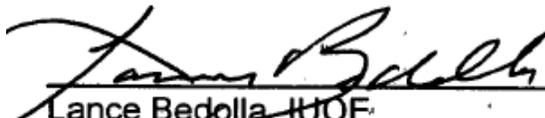
Tentative Agreement page 2

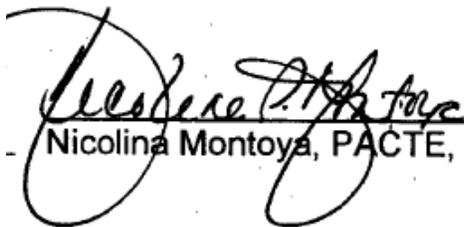
As provided by applicable State law, the terms and conditions of this agreement continue until otherwise modified or changed in writing by a subsequent mutually negotiated agreement.

Read, understood and agreed:

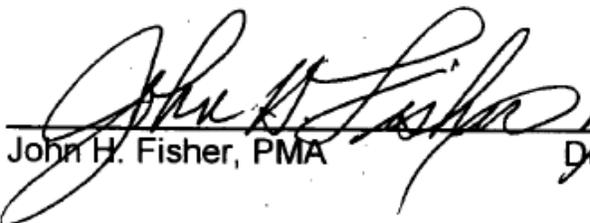
 1/27/06
Pete Hodes, AFSCME Date

 1/27/06
Barry Poole, IBEW Date

 1-27-06
Lance Bedolla, IUOE Date

 1-27-06
Nicolina Montoya, PACTE, Local 777 Date

 1/27/06
Susan Sturdevant, SEIU Date

 1/27/06
John H. Fisher, PMA Date

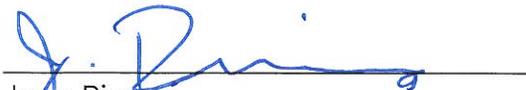
 1/27/06
Don Becker, City of Pasadena Date

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

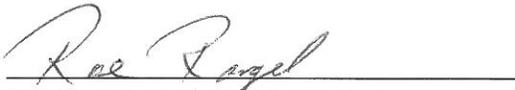
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 721



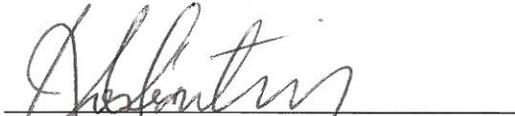
Victor Holloway
Negotiating Committee



Jose Rivera
Negotiating Committee



Rose Rangel, Negotiator
Service Employees
International Union

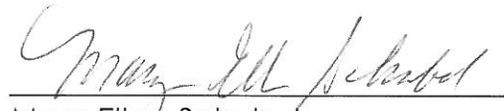


Jose Luis Martinez
Work Site Organizer, Service
Employees International Union

CITY OF PASADENA
AUTHORIZED MANAGEMENT
REPRESENTATIVES



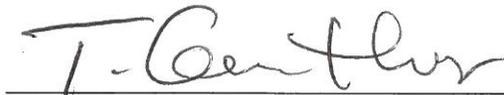
Michael G. Beck
City Manager



Mary Ellen Schubel
Interim Human Resources Director

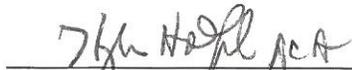


Jaime Duke
Management Analyst I
City Negotiator



Thanos Gauthier
Public Works Supervisor
Department Representative

Approved as to form:


City Attorney's Office

6/22/11
Date