

RESOLUTION NO. 7043

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND THE
SOUTH PASADENA POLICE OFFICERS' ASSOCIATION**

WHEREAS, California Government Code section 3500 (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and


WHEREAS, the City's negotiating team periodically met and conferred with the South Pasadena Police Officers' Association (SPPOA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the Police Officers' Association have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

PASSED, APPROVED AND ADOPTED ON this 6th day of May, 2009.




David Sifuentes, Mayor

ATTEST:



Sally Kilby, City Clerk

APPROVED AS TO FORM:



Richard L. Adams II, City Attorney

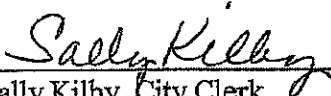
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 6th day of May, 2009 by the following vote:

AYES: Cacciotti, Putnam, Schneider, Ten and Mayor Sifuentes

NOES: None

ABSENT: None

ABSTAINED: None



Sally Kilby, City Clerk

Police Officers' Association MOU

EXHIBIT A

**CITY
of
SOUTH PASADENA**

**POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

2008-2011

EFFECTIVE JULY 1, 2008 – JUNE 30, 2011

Police Officers' Association MOU

**CITY OF SOUTH PASADENA
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2008-2011**

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1. AGREEMENT PROVISIONS

1(a) PARTIES TO AGREEMENT

This agreement is made and entered into this 6th day of May, 2009 by and between the City of South Pasadena, hereinafter referred to as "City" and the South Pasadena Police Officers' Association, hereinafter referred to as "Association", pursuant to Government Code 3500, as amended. This Agreement is of no force or effect unless approved by the City Council.

1(b) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2008 and shall continue in full force until June 30, 2011 and shall not be subject to any change or further discussion except as provided herein.

2. GENDER REFERENCES

As used in the Agreement, all references to gender, such as references to "he", "him", or "his" and references to "they", "them", and "theirs", shall apply equally to both sexes.

3. CLASSIFICATIONS RECOGNIZED

Pursuant to the provisions of the employee relation's resolution of the City of South Pasadena, the City recognizes the South Pasadena Police Officers Association as the exclusive recognized employee organization on behalf of full-time sworn and non-sworn employees occupying the job classifications of:

Police Sergeant
Police Corporal *
Police Officer
Police Assistant
Support Services Assistant

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Senior Clerk
Police Clerk II
Police Clerk I

- * The recognized job classification of Police Officer II, is re-titled and shall now be designated as Police Corporal. This re-titling is subject to the explicit understanding and agreement of the parties that the re-titling shall have no impact upon wages, hours, and/or terms and conditions of employment that have been applicable to the Police Officer II classification. If the re-titling is determined to have had an impact upon the wages, hours, and/or terms and conditions of employment applicable to the Police Officer II classification, then the Police Corporal re-titling shall become immediately null and void and the Police Officer II title shall be reinstated together with all wages, hours, and/or terms and conditions of employment attendant to the Police Officer II classification.

4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

4(a) ASSOCIATION AND EMPLOYEE RIGHTS

The City and Association shall comply with the provisions of the Meyer's-Brown Act (MMB) governing meet and confer rights of employee Organizations. The parties further agree that during the term of this MOU, each party shall remain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this agreement.

4(b) DUES AND BENEFITS DEDUCTION

1. The City shall, during the term of this Agreement, deduct monies for membership dues and insurance premiums on a monthly basis from sworn employees and non-sworn employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obliged to put into effect any new, changed, or discontinued deduction. If changes in deduction cannot be implemented within 30 days, the City shall

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notify the Association. The City shall remit the monies from authorized deductions monthly on a check made payable to the association.

2. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of any action that shall be taken by the City for the purpose of complying with this article.

4(c) ASSOCIATION NEGOTIATING COMMITTEE

1. The Association may select three representatives to attend Meet and Confer sessions with management representatives during regular work hours without loss of compensation. When an employee participates in such sessions during off-duty hours, the employee shall be compensated at his/her rate of 1.5 times employee's salary. At no time shall hours spent in Meet and Confer sessions be used in the computation of overtime.
2. The Association shall provide the Chief of Police (hereinafter abbreviated and referred to as "Chief") and the City Manager a written list of the employees who shall serve as the Association representatives for the purpose of Meet and Confer. Such list shall be provided at least two calendar weeks prior to the first meet and confer session whenever practical.
3. The Association Negotiating Committee (hereinafter referred to as Committee") shall be permitted on-duty release time, not to exceed one hour per negotiating session, as approved by the Chief, for preparation. Prior to any release time being granted, the Committee shall give the Chief as much advanced notice as possible as to the date, time, and duration of the requested release time. Release time for preparation may only be extended beyond limits with the approval of the Chief.

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4. Subject to the limitations set forth in this agreement, on-duty members of the Association's Board of directors shall be granted a release from their assigned duties to attend scheduled meetings of the Association after written request and approval by police management.
5. Subject to the limitations set forth in this agreement, the President of the Association shall be granted a release from on-duty assignment up to 8 hours per calendar month to conduct Association business with the City. If such time is not utilized within a calendar month, it shall not be credited for utilization in succeeding months. The 8 hour per month limitation shall apply to all release time utilized by the Association President for any purpose, except time off for Meet and Confer sessions and approved preparation time for such sessions.
6. The City shall provide necessary release time to the Association for the purpose of planning approved employee recreational activities provided that such planning could not reasonably be done during off-duty hours. Prior approval of the Chief shall be required. Such time shall not be used when it interferes with the efficient operation of the division, and must be requested as far in advance as possible. It shall be the responsibility of the Association to maintain a complete and accurate record of time utilized hereunder and submit a copy thereof to the Chief on a monthly basis.

4(d) RELEASE TIME FOR GRIEVANCES

1. When an employee is selected to represent a grievant he shall be allowed time off from duty with the approval of the Chief to interview and represent the aggrieved employee during each stage of a grievance proceeding.
2. No more than one employee shall interview and represent an employee on any one grievance. Prior written notification must be given to police management by the designated representative regarding the approximate amount of time required to represent the aggrieved party. The grievance

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procedure shall be as provided in the City's Employee Relations Resolution.

4(e) ASSOCIATION OFFICE SPACE

1. The City agrees to provide office space, which is available and not needed for City functions and activities, for the exclusive use of the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.
2. The Association therefore agrees that the City maintains the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided that a 24-hour prior notice is given to a member of the Board of Directors and the Association has the opportunity to have a representative in attendance during inspection.

5. MANAGEMENT RIGHTS AND RESPONSIBILITIES.

5(a) MANAGEMENT RIGHTS

1. In order to ensure that the city shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of South Pasadena, the City continues to reserve and retain solely and exclusively, all management rights and responsibilities set forth by law and those City rights set forth in the City's employee relations resolution and including, but not limited to, the following rights:
2. To manage the Police Division (hereinafter called "Division") and determine policies and procedures and the right to manage the affairs of the Division.

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3. To take into consideration the existence or nonexistence of facts that are the basis of the management decision in compliance with state law.
4. To determine the necessity, organization, implementation and termination of any service of activity conducted by the City or other government jurisdictions, and to expand or diminish police services.
5. To demote, direct, discharge, discipline, evaluate, hire, promote, recruit, reduce, reprimand, select, supervise, suspend, terminate, transfer, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Division and/or City employee relations resolution rules and regulations.
6. To determine the extent, level, manner, means, nature, quality, quantity, standard, time and type of police services to be provided to the public and the right to establish and modify such standards.
7. To require the performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
8. To lay off employees of the Division because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
9. To determine and/or change the police equipment, facilities, methods, operations to be performed, organizational structure, and/or technology, and to allocate and assign work by which the City police operations are to be conducted.
10. To determine method of financing.

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11. To determine, manage and plan the Division's budget, which includes, but is not limited to, the right to contract or subcontract any work or operations of the Division.
12. To determine the size, composition of the Division's work force, assign work to employees of the Division with requirements determined by the Division, and to establish and require compliance to work hours and changes to work hours, work schedules, including call-back, stand by, and overtime, and assignments, except as otherwise limited by this Agreement, or subsequent agreements.
13. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.
14. To determine abilities, job classifications, job specifications, knowledge, qualifications, selection procedures and standards, and skills, and to reallocate and reclassify employees in accordance with the City's employee relations resolution rules and regulations.
15. To determine the issues of public policy and the overall goals and objectives of the Division and to take necessary action to achieve the goals and objectives of the Division.
16. To demote, hire, promote, reallocate, reduce in rank, terminate, transfer intra- or inter-division, and take other personnel action for non-disciplinary reasons in accordance with Division and/or City employee relations resolution rules and regulations.
17. To establish, implement, and/or modify rules and regulations, Policies, and procedures related to conduct, performance, productivity, safety and order, and to require compliance therewith.

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- 18. To maintain order and efficiency in police facilities and operations.
- 19. To restrict the activity of an employee organization on city facilities and on City time except as set forth in this Agreement.
- 20. To take any and all necessary steps and actions to carry out the service requirements and mission of the city in emergencies or any other time deemed necessary by the City and not specified above.

5(b) IMPACT ON MANAGEMENT RIGHTS

Where required by state or federal law, the City agrees, prior to implementation, to Meet and Confer with the Association over the impact of the exercise of a management right upon the wages, hours, terms, and conditions of employment on Association Members.

6. COMPENSATION

6(a) SALARY SCHEDULE ADJUSTMENTS

- 1. Salaries shall be stated in Appendix A titled "Police Officers' Association Salary Schedule." This represents the following "across-the-board" increase, effective the first payroll period commencing on or after the following date:

January 1, 2009	3%
July 1, 2009	3%
July 1, 2010	3%

The base salary increase shall be funded each year by use of UUT monies (the 35% of 3%) in an amount equal to 1%. For example, 33% of each base salary increase will be funded by UUT monies.

The retroactive increase shall be applicable to, and result in, revised computations to overtime, acting pay, holiday, vacation, sick leave, and longevity. However, it will not be applicable to work paid for by a "third party," such as but not limited to specialty assignments related to work on films.

2. Eligibility for any of the above base salary adjustments shall be confined to unit members both in the employ of the City on the date of City Council adoption of this MOU, and who on such date have not provided the City with notice of a future resignation.
3. Retroactive pay shall be calculated based on the total hours worked for the City including overtime and excluding movie details.

6(b) SALARY REVIEW PROCESS

Future compensation would be negotiated after evaluating the compensation packages of area San Gabriel Valley cities and other relevant factors. The City will consider information provided by the Association for the following cities:

ALHAMBRA	EL MONTE	PASADENA
ARCADIA	LA VERNE	SAN GABRIEL
BURBANK	MONROVIA	SAN MARINO
COVINA	MONTEREY PARK	WEST COVINA

6(c) SALARY STEPS

STEP 1: Shall be the entry level step for all employees in all classifications, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the classification, and justify a beginning salary in excess of such minimum compensation, upon recommendation of the department head, the City Manager may authorize an appointment to this position at any higher step.

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- STEP 2: An employee shall receive this step after his satisfactory completion of 6 months service in Step 1 in the same classification and with the Chief's recommendation.
- STEP 3: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 2 in the same classification, and with the Chief's recommendation.
- STEP 4: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 3 in the same classification and with the Chief's recommendation.
- STEP 5: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 4 in the same classification and with the Chief's recommendation.

Steps on the salary scale shall be rounded to the nearest whole dollar per month.

6(d) ACTING APPOINTMENTS

Employees temporarily assigned to 5 consecutive shifts shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment.

6(e) OVERTIME

1. The City shall compensate employees working a schedule of five 8-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 8 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of four-10 hour days at a rate of 1.5 times employees salary for all hours worked in excess of 10 hours per shift and 40 hours per

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week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of three 12-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 12 hours per shift and 160 hours per 28-day work period and for work on holidays (exclusive of holiday pay).

In determining the number of hours worked for overtime eligibility purposes, "hours worked" shall include use of earned and accrued sick leave, vacation leave, compensatory time off, paid holiday leave, and where a paid holiday was utilized as an actual day off in lieu of working a scheduled shift on the holiday.

2. Subject to the limitations in Section 6(e)(3) below, overtime compensation may be made either in the form of cash payment or in compensatory time off (hereinafter termed "CTO") at the option of the employee.
3. All employees shall be permitted to accumulate CTO to a maximum of 80 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 80 hours. To the extent permitted by law, the City shall retain the option of exercising its discretion to require employees to utilize already accumulated CTO hours.
4. Employees who as of July 1, 2007 have more than 80 hours of CTO accumulated, may still maintain their CTO hours. These employees will not be permitted to accumulate additional CTO until they have brought down their CTO balance below the 80 hours maximum.
5. Special detail work, court time, court travel time to other than Pasadena or Alhambra courts to a maximum of 1 hour per round trip, and time spent in

required training shall be considered time worked for the purpose of computing overtime.

6. Employees attending training sessions which will require the employee to work in excess of 40 hours per week, shall receive the excess of the 40 hours in hour-for-hour time off prior to or upon return from said training session.

6(f) COURT TIME

Employees who are required to appear in court while off-duty shall be compensated at their applicable rate of pay for a minimum of 3 hours at overtime rate (time and one half).

6(g) COURT TIME AND STAND-BY TIME

1. Employees shall be compensated for court standby time at their applicable rate of pay for 2 hours in the A.M. and 2 hours in the P.M. at overtime rate (time and one half).
2. Employees who are taken off standby by 1300 hours on the day of said standby, shall only be paid for A.M. standby of 2 hours at overtime rate (time and one half).
3. No court standby shall be paid to employees who are normally scheduled to work during such standby time.

6(h) RECALL

1. "Recall" work shall be compensated by payment at the rate of 1.5 times the applicable hourly rate of pay of the affected employee, or, at the determination of the employee, CTO of 1.5 hours per each hour worked as set forth in this article of this Agreement.

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2. Employees recalled to work shall be granted a minimum of 3 hours of recall overtime.

6(i) MOVIE DETAILS

Employees assigned to movie detail during hours which represent overtime hours shall be paid 1.5 times their salary for the first 8 hours not to exceed \$60.00 per hour and a flat rate of \$60.00 per hour for all hours beyond 8. In all cases, officers will be paid a minimum of 8 hours for any movie detail, at the aforementioned rates of pay unless the detail is cancelled 24 hours or more prior to the scheduled start of the detail. All movie details worked are paid in cash and not eligible for CTO accrual. The method for applying for movie detail assignment shall be governed by Appendix B.

6(j) HOURS OF WORK

1. The shift hours for employees classified as Clerk I, Clerk II, Parking Control Officer, shall be 8 hours of work, exclusive of a 30-minute lunch break.
2. The shift hours for employees classified as Police Assistant, and Senior Police Dispatcher shall be 12 hours of work, inclusive of a 30-minute compensated lunch break. The shift hours for employees classified as Police Officer, Police Corporal and Police Sergeant shall be 12 hours of work inclusive of a 45 minute compensated lunch break.

Accordingly, the parties do agree that during said compensated meal period, affected unit members shall be subject to City-required restrictions upon geographic location for use of the Code 7, style of dress during said Code 7 and availability for service and to perform assigned duties.

3. The shift hours for employees classified as Police Detective and Police Detective Sergeant, shall be 10 hours of work, inclusive of the above 45

minute lunch break. The Senior Police Clerk and Support Services Assistant shall also be assigned to a ten (10) hour work day, but inclusive of a thirty (30) minute lunch break.

4. The shift hours for any employee alternatively assigned to a 3/12 shift shall be 12 hours of work, inclusive of a 30-minute lunch break or the above 45 minute lunch break applicable to sworn unit members.

6(k) UUT DISTRIBUTION

Commencing with the first payroll period of January 1, 2009 and ending with the last payroll period of June 2010, the City shall make quarterly distributions to each employee within the unit represented by the Police Officers' Association in an amount equal to a quarterly division of the received UUT monies (not to exceed 35% of the 3% UUT monies) by the total number of full time City employees. The City shall determine the extent and manner, if any, by which part time employees shall participate in the distribution or other use of UUT monies. If the Council determines that part time employees shall participate in said distributions, the manner and amount of said distribution is recognized as having a negative impact on the monies available to fulltime City employees.

The form in which the 35% of the 3% UUT increases will be distributed for the period commencing July 1, 2010 and ending not later than the last payroll period of June 2013, shall be subject to a reopener. (The UUT funds available for distribution shall be diminished by the amount of UUT funds which shall be used each year to partially fund the above base salary increases. Presently, each 3.0% base salary increase shall be 33% funded by UUT monies. (1% of 3.0% base salary increases shall be UUT funded.) The amount, if any, of this UUT funding of base salary, shall be subject to reopeners during the term of the MOU.

7. RETIREMENT BENEFITS

7(a) PAYMENT OF EMPLOYEE CONTRIBUTION

1. Retirement benefits shall be provided by the City through the California Public Employees Retirement System (P.E.R.S.). Effective July 1, 1989, all eligible employees will receive the P.E.R.S. 2%@50 ("CHP" retirement). The employee shall pay 2%, while the City shall pay the remainder. Those employees not eligible shall receive the P.E.R.S. 2%@60 retirement.

In the event that following adoption of this MOU the City of South Pasadena agrees to provide the South Pasadena Firefighters' Association or the South Pasadena Battalion Chiefs Association improved retirement benefits, the City shall also make the benefit available concurrently to sworn unit members.

2. Effective the first payroll period commencing on or after January 1, 2003, the City shall pay 100% of each unit members "employee" contribution to P.E.R.S., in an amount not to exceed 9% of compensation as said term is defined by P.E.R.S.

7(b) GOVERNMENT CODE REQUIRED CONTRIBUTIONS

The City shall make and continue to pay all required contributions on behalf of the employee as required by statute and regulation, pursuant to Section 20615 of the Government Code.

7(c) OPTIONAL TRANSFER TO SALARY

The City shall adopt a resolution implementing IRS Section 414(h)(2) no later than March 17, 1999. This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be

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excludable from gross income of the employee under the provisions of the Internal Revenue Code.

8. INSURANCE BENEFITS

8(a) INSURANCE BENEFITS ADMINISTRATIVE PROVISION

1. The City reserves the right to administer, change, fund or select any insurance benefit program involving insurance that now exists or may exist in the future.
2. In the administration of Insurance benefit programs, the City shall have the right to select any carrier, self-insure, or other method of providing coverage for the benefits provided, as long as the benefits of the plan are substantially the same or equal.
3. The City shall Meet & Confer with the Association prior to any change of insurance carrier or method of funding coverage for any insurance benefits so listed in this Article, which will affect the level of benefits provided, or employee's contribution to premiums.
4. The City shall not pay for any costs of any insurance benefits provided in the Agreement for any person who is absent on leave without pay for more than 50% of the workdays of a calendar month. The employee shall be notified and billed for the monthly premium by the City.
5. Where optional choice of insurance plans and/or insurance carrier is available to employee, change in insurance plans and/or insurance carriers may only be made during open enrollment periods established by the City. New hires shall be allowed to enroll at the time of their hiring.

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8(b) MEDICAL INSURANCE

Subject to a limitation of \$625 per month, the City shall contribute 100% of the monthly medical insurance premiums for all division employees who elect to enroll in current medical insurance programs.

8(c) DENTAL INSURANCE

1. Subject to a limitation of \$75.00 per month, the City shall contribute 100% of the monthly dental insurance premiums for all employees with Delta Dental service-12.
2. The City shall provide a City paid dependent dental coverage in a basic comprehensive plan, with more expensive plans available at added cost to the employee. The cost of the City paid plan shall not exceed \$75.00 per month for employee plus one or more dependents.
3. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost of a new carrier does not exceed the current \$75.00 per month cost.

8(d) ACCIDENTAL DEATH AND INJURY POLICY

1. The City shall contribute \$4.88 monthly toward insurance premiums under the accidental death and injury policy known as PEGIT, such premium shall be paid for all employees.
2. Employees who elect coverage for their dependents shall pay for the additional cost for such coverage.

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8(e) LIFE INSURANCE

The city shall supply a \$50,000 life insurance policy for all employees. Additional coverage shall be made available from the city at the employee's expense.

8(f) VISION CARE

The City shall contribute up to \$20.00 of the monthly premiums to a vision care plan that covers both employees and dependents.

8(g) CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S)

The City shall provide to each affected unit member a \$300.00 monthly distribution upon provision of acceptable written notice to the City that: (1) the employee is an insured dependent pursuant to medical insurance provided by a spouse or a significant other, and (2) the affected unit member voluntarily withdraws from participation in any and all coverage in the City-funded/provided medical insurance.

8(h) RETIRED EMPLOYEE'S MEDICAL COVERAGE

As regards employees hired prior to the date of Council adoption of this 2008-2011 Memorandum of Understanding, the City shall pay 100% of the premium for all retired employees. Unit members hired on or after the date of City Council adoption of this Memorandum of Understanding shall upon retirement be eligible for City funding of medical insurance premium in the same manner as are previously hired employees, if the retirement follows at least seven (7) consecutive and full years of City service, and the individual is in the employ of the City at the time of retirement.

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8(i) IRS 125 PLAN

Effective the first payroll period commencing on or after July 1, 2009, the City shall implement an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

9. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees represented by the Association:

- A. January 1 (New Year's Day)
- B. 3rd Monday of February (Washington's Birthday)
- C. Last Monday of May (Memorial Day)
- D. July 4th (Independence Day)
- E. 1st Monday of September (Labor Day)
- F. 2nd Monday of October (Columbus Day)
- G. 4th Monday of October (Veteran's Day) or November 11th
- H. 4th Thursday of November (Thanksgiving Day)
- I. Friday following Thanksgiving Day
- J. December 25th (Christmas Day)
- K. Three "Floating Holidays" (See addition of 4th holiday in Section 10(a)(4).)
- L. Birthday Holiday. This benefit shall terminate on June 30, 1999.

Recognized and floating City holidays shall be earned in the number of hours represented by each affected employee's regularly scheduled shift hours.

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10. FLOATING HOLIDAYS

10(a) ACCRUAL RATES

1. Employees, after 6 months of service, will be eligible for their 3 floating holidays. (See additions of 4th holiday in Section 10(a)(4).)
2. Floating holidays are earned as follows: Two between July 1st and December 31st; One between January 1st and June 30th.
3. For the purposes of employees working a 3/12 shift, each floating holiday is the equivalent of 12 hours.
4. Effective during the first payroll period commencing on or after City Council adoption of this Memorandum of Understanding, floating holidays are earned as follows: three (3) between July 1 and December 21; one (1) between January 1 and January 30.

10(b) MAXIMUM ACCUMULATIONS

Floating holidays are not cumulative, thus employees will be notified at least 30 days prior to any loss of a floating holiday(s).

10(c) USE OF FLOATING HOLIDAYS

1. Floating holidays must be taken within the fiscal year in which they are accrued.
2. Employees may select the days off they wish, upon approval of police management.

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11. VACATION

11(a) ACCRUAL RATES

Each full-time employee as defined in this article shall earn vacation time yearly upon the completion of the required years of service as follows:

- A. 88 hours vacation after 1 year service.
- B. 96 hours vacation after 2 years service.
- C. 104 hours vacation after 3 years service.
- D. 112 hours vacation after 4 years service.
- E. 120 hours vacation after 5 years service.
- F. 128 hours vacation after 6-10 years service.
- G. 136 hours vacation after 11-15 years service.
- H. 152 hours vacation after 16-20 years service.
- I. 160 hours vacation after 21-24 years service.
- J. 200 hours vacation after 25 or more years of service.

Vacation time shall be earned on a bi-weekly basis, and employees shall not be eligible until completion of 6 month's service.

11(b) MAXIMUM ACCUMULATION

- 1. Employees may accumulate vacation time, if necessary, provided approval of the City Manager is received.
- 2. Employees shall not lose any vacation time earned if accumulation is not approved. The employee shall be required to take said vacation or be paid on an hour-for-hour basis at the employee's applicable salary.

11(c) USE OF VACATION

Vacation may be taken in segments with the approval of police management and the agreement of the City Manager.

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12. SICK LEAVE

12(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. For the purposes of employees working a 3/12 shift, one sick leave day is equivalent to one 12-hour shift.

12(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

12(c) SICK LEAVE INCENTIVE

1. At the end of each fiscal year, employees who have accumulated 156 hours of sick leave may convert accumulated sick leave to cash at the rate of 100 hundred percent (100%) as follows:
 No sick leave usage during the fiscal year..... 60 hours of buy-back, or
 No sick leave usage from July 1 to December 31, or
 from January 1 to June 30..... 24 hours of buy-back, or
 Up to 3 days sick leave usage during the fiscal year .. 12 hours of buy-back
 For employees hired on or after July 1, 2000:
 No sick leave usage during
 the first year of employment..... 24 hours of buy-back

Police Officers' Association MOU

Up to 1-day sick leave usage during
the second year of employment 12 hours of buy-back

After the second year of employment, employee is eligible for the regular
buy-back incentive.

- 2. Please note that all buy-backs must be made at the end of the fiscal year. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
- 3. In determining eligibility to participate in the sick leave incentive program, leave time authorized by and used pursuant to the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1993 (FMLA and CFRA) shall not be considered "sick leave usage" for determining eligibility to participate in the sick leave incentive program.

12(d) CONVERSION TO CALPERS SERVICE CREDITS

Upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave, for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

12(e) USE OF SICK LEAVE

The number of sick leave hours that may be utilized for a missed day(s) of work shall be equivalent to the number of regularly scheduled hours for that missed day(s) of work.

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

(1) **Employee's own illnesses** that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.

(2) **Employee's family member's illness**
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of a spouse, parent, or child.

* Employees who have just been hired are not eligible to use their accumulated sick leave until they have completed six (6) months of service with the City.

13. BEREAVEMENT LEAVE

13(a) ACCRUAL RATES

Employees shall receive three (3) shifts of paid Bereavement Leave each fiscal year after being employed by the City for six (6) consecutive months.

13(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one shift and may be used for the following:

Police Officers' Association MOU**Death of a family member**

Employees may use Bereavement Leave for the death of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, parents-in-law, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

The City shall have the option to require reasonable certification of the adequacy of the employee's absence during the time for which Bereavement Leave was requested.

14. UNIFORMS AND SAFETY EQUIPMENT**14(a) UNIFORMS CLEANING AND REPLACEMENT ALLOWANCE**

1. Employees shall receive a uniform cleaning allowance of \$400.00 per year, payable on July 1st of each year.
2. In addition to the allowance above, sworn employees shall receive from the City \$600.00 per year for the purchase of uniforms and equipment. Non-sworn employees shall receive from the City \$500.00 per year for the purchase of uniforms and equipment.

14(b) NEW HIRES

1. The City shall provide new Police Officer Hires the needed uniform and equipment. The following items shall be provided:

UNIFORM

- A. Two (2) short sleeve shirts

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- B. One (1) long sleeve shirt
- C. Two (2) pairs of pants
- D. One (1) cap
- E. One (1) nylon jacket
- F. One (1) trouser belt
- G. One (1) pair duty shoes or boots (Limit \$50.00 max. unless approved by the Department.)
- H. One (1) tie with tie bar
- L. Four (4) keeper straps

SAFETY EQUIPMENT

- A. Service Weapon
The duty weapon issued to police officers by the City shall become the property of the officer after the officer has served 10 consecutive years with the Division. If the officer resigned or retires in good standing with the Division, the officer may keep possession of the weapon.
- B. Holster
- C. Sam Brown belt
- D. Handcuffs and case
- E. Impact Weapon
- F. Key ring with appropriate station and city keys
- G. Approved duty ammunition and carrier
- H. Fingerprint kit with all necessary items
- I. Rain Outer wear
- J. Flashlight (Streamlight SL20 or equivalent)
- K. Threat Level III Ballistic Vest (or lower at employees' option).
- L. And any other equipment as deemed appropriate by the Department.

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2. Uniform and equipment items shall meet the specifications set forth in the South Pasadena Police Manual.
 3. Such safety equipment shall remain the property of the City and shall be repaired or replaced by the City when defective.
 4. Issued safety equipment shall be returned to the City upon termination of employment, with the exception of the Service Revolver as noted above.
15. OTHER BENEFITS

15(a) LONGEVITY PAY

1. The City shall increase the base salary of each employee by 2% for each 5 years of service to the City by such employee. As of January 1, 1996, the existing Longevity Pay Plan will be terminated for all members hired after January 1, 1996. Members on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions set forth in 15.1.1. Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.
2. Per City Council Res. No. 6371 dated 1/17/96 - 15.1.2 is deleted from this MOU. Effective upon the approval of MOU amendments by the City Council, the accrual of additional time toward the earning of longevity credit will be frozen until June 30, 1995. Members currently earning longevity shall continue to receive longevity at their current level but shall not accrue additional time toward for longevity advancement. Members not currently receiving longevity shall not accrue time toward longevity nor shall they be eligible to be considered for longevity during the freeze period.

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15(b) SHIFT DIFFERENTIAL

Employees assigned to work the morning shift (currently termed "AM Shift", or "graveyard") shall receive a shift differential pay increase of 3% over their base pay during the term of such assignment.

15(c) BILINGUAL PAY

Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five (75.00) dollars in compensation each month. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.

15(d) TUITION REIMBURSEMENT

Tuition reimbursement shall be in an amount equal to the California State University system cost per unit, regardless of the institution that the employee is actually enrolled in.

Eligibility for tuition reimbursement shall be limited to those courses reasonably designed to facilitate the performance of an employee's job duties. Determination of which courses are eligible for reimbursement, shall be determined by the City Manager or his/her designee.

Tuition reimbursement shall be available only where the City Manager or his/her designee has approved the course prior to enrollment.

Tuition reimbursement shall be conditioned upon achievement of a grade C or "pass" where the course is pass/fail.

15(e) EDUCATIONAL INCENTIVE

Educational incentive pay shall be granted employees as follows:

Police Officers' Association MOU

1. 2.5% of the employee's applicable base salary shall be paid the employee above applicable base salary upon the completion of Intermediate P.O.S.T. Certificate, or;
2. 5% of the employee's applicable base salary shall be paid the employee above the applicable base salary upon the completion of Advanced P.O.S.T. Certificate.
3. The above rates shall not be compounded.
4. Employees that have received education incentive pay pursuant to previous agreements for job related coursework, Associates and Bachelor of Arts degrees shall continue to receive this pay. Employees that did not qualify for such pay prior to February 3, 1999 shall not be entitled to this pay.

15(f) TRAINING INCENTIVE

1. Police Officers' assigned to train a full-time police trainee shall receive an additional five (5) percent in compensation while so assigned. Further, it is the understanding of the parties that the assigned Field Training Officer would normally possess a POST FTO Certificate.
2. Police Assistants assigned to train a new full-time Police Assistants shall receive an additional five (5) percent in compensation while so assigned.

16. SPECIALTY ASSIGNMENTS

All assignments to specialty positions shall be preceded by the assignee acknowledging in writing that the assignment is temporary and at the will of the Chief of Police and that upon inevitable rotation out of the assignment, the employee shall forfeit any right to administratively or civilly contest the Chief's exercise of discretion. Specialty assignments shall consist of: support services sergeant, professional services sergeant,

Police Officers' Association MOU

detectives, crime analyst, school resource officer, professional standards, canine, training, and motorcycle.

Specialty assignments shall be of a limited duration, and an employee in such an assignment has no right to remain in that position. All specialty assignments shall be for a period of four (4) years, unless an employee voluntarily relinquishes the assignment, or the Chief of Police determines it is in the best interest of the Department for the employee to be reassigned.

Within the final six (6) months of the four (4) year specialty assignment, the employee may request in writing, through channels to the Chief of Police, for an extension of his/her specialty assignment. Request to extend a specialty assignment shall be for a term of one year and there shall be no limit on the number of extensions the employee may request. The decision to extend the specialty assignment lies solely with the Chief of Police. A denial of a request to remain in a specialized assignment is not punitive and shall not be subject to appeal.

The following positions are specialty assignments:

- Support Services Sergeant
- Office of Professional Standards Sergeant
- Detective Personnel, including the Detective Sergeant, Crime Analyst/Crime Prevention Officer, and School Resource Officer
- Motorcycle Officer
- K9 Officer

16(a) DETECTIVE INCENTIVE

The City shall increase the pay of each employee assigned to the Detective Bureau by 5% of their base pay for the duration of their assignment.

Police Officers' Association MOU

16(b) MOTORCYCLE DUTY INCENTIVE

The City shall increase the pay of each employee assigned to motorcycle duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide boots, glasses, gloves, a helmet, a jump suit, and two pairs of motor breeches (pants) as safety equipment. Employee(s) assigned to motorcycle duty are required to maintain the motorcycle in clean condition, keep the motorcycle in a covered facility, and otherwise maintain and reasonably safeguard the motorcycle. The officer assigned to motorcycle duty has "take home" privileges, so long as the motorcycle is not taken beyond a forty (40) mile radius from City Hall.

16(c) K9 INCENTIVE

The City shall increase the pay of each employee assigned to K9 duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide a jump suit and a police vehicle specially outfitted for a K9 assignment. An employee assigned to K9 duty shall have "take home" privileges with the vehicle.

17. GENERAL PROVISIONS

17(a) PROVISIONS OF MEMORANDUM

It is understood and agreed that there exists within the City, in written form, rules and regulations, including what are specifically described as City Personnel Rules and Regulations, Parts I and II. Except as specifically modified by this and past MOU'S, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these rules and regulations, which substantially affect wages, hours, and terms and conditions of employment are implemented, the City shall Meet and Confer with the Association regarding these changes. Such a reopener is agreed upon.

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Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Association as required.

17(b) SEVERABILITY PROVISION

Should any part of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect for the duration of this MOU.

17(c) RENEGOTIATION

When the Association or the City desires to Meet and Confer in good faith on the provisions of a Successor Agreement, it shall serve upon the other party not later than March 1st its written proposal for such Successor Agreements including salary and benefits proposals. Upon receipt of such written notice and proposals, Meet and Confer shall begin no later than April 1st.

18. ADDITIONAL PROVISIONS

18(a) PROBATIONARY PERIOD FOR NEW HIRES

Probationary Periods for New Hires: The Association agrees that the probationary period for new hires shall be 18 months, extendable by the Chief of Police for six months upon good cause and written notice in advance of the expiration of the 18 month period to the employee. Probationary period for promotions shall be 12 months, extendable by the Chief of Police for six months upon good cause and written notice in advance of the expiration of the 12 month period to the employee.

Police Officers' Association MOU

18(b) BRIEFING TIME BUY BACK PAY

Briefing Time Buy Back Pay: In consideration of this MOU the Association and its members each and severally waive any claim to back pay, interest, or damages for briefing time worked prior to the implementation of this MOU.

18(c) REOPENER

This Memorandum of Understanding shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the term of this MOU:

- a. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
- b. A determination made in the sole discretion of the City Council of the City that an act of god, or natural disaster (including but not limited to floods, earthquakes, draught, infrastructure failure or other unforeseeable event(s)) has occurred with a reasonably foreseeable consequence being the necessity of utilization of any or all of the 35% of 3% UUT distribution to remedy said consequences.
- c. A determination by the City Council to implement this Section 18(c) shall not be subject to administrative or judicial challenge.

Upon the City Council invocation of this Article, increases in compensation initially provided for in this 2008-2011 MOU shall without engagement of the meet and confer process, immediately cease and revert to the status quo existing

Police Officers' Association MOU

prior to implementation of the changes. The parties shall thereafter convene the meet and confer process as regards the issue of substitute provisions.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this multiyear MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

19. RATIFICATION AND IMPLEMENTATION

19(a) RATIFICATION BY MEMBERS

The City and Association acknowledge that this MOU shall not be in full force and effect until ratified by a simple majority vote of those employees voting who are in classifications represented by the Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

19(b) RECOMMENDATION FOR APPROVAL TO COUNCIL

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for division employees represented by the Association.


19(c) RECOMMENDATION FOR APPROVAL BY REPRESENTATIVES

Subject to the foregoing, this MOU is hereby agreed to be recommended for approval by the authorized representative of the City and the Association.

Police Officers' Association MOU

CITY OF SOUTH PASADENA

ATTEST



David Sifuentes, Mayor


5/28/09
Date



Sally Kilby, City Clerk

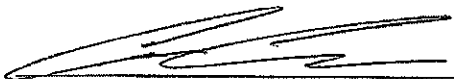
5-28-09
Date

SOUTH PASADENA POLICE OFFICERS' ASSOCIATION



Tom Jacobs, President

05-26-09
Date



Craig Cooper, Vice President

05/28/09
Date

*Police Officers' Association MOU*Appendix A
POA Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 5,563	\$ 5,841	\$ 6,133	\$ 6,439	\$ 6,761
Corporal	\$ 4,747	\$ 4,985	\$ 5,234	\$ 5,495	\$ 5,770
Police Officer	\$ 4,457	\$ 4,680	\$ 4,914	\$ 5,160	\$ 5,418
Senior Clerk	\$ 3,299	\$ 3,464	\$ 3,637	\$ 3,819	\$ 4,010
Police Assistant	\$ 3,272	\$ 3,436	\$ 3,608	\$ 3,788	\$ 3,977
Support Services Assistant	\$ 3,272	\$ 3,436	\$ 3,608	\$ 3,788	\$ 3,977
Police Clerk II	\$ 2,749	\$ 2,887	\$ 3,031	\$ 3,183	\$ 3,342
Police Clerk I	\$ 2,453	\$ 2,576	\$ 2,704	\$ 2,840	\$ 2,981

Effective January 5, 2009

*Police Officers' Association MOU*Appendix A
POA Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 5,729	\$ 6,016	\$ 6,317	\$ 6,633	\$ 6,964
Corporal	\$ 4,890	\$ 5,134	\$ 5,391	\$ 5,660	\$ 5,943
Police Officer	\$ 4,591	\$ 4,821	\$ 5,062	\$ 5,315	\$ 5,581
Senior Clerk	\$ 3,398	\$ 3,568	\$ 3,747	\$ 3,934	\$ 4,131
Police Assistant	\$ 3,370	\$ 3,539	\$ 3,716	\$ 3,902	\$ 4,097
Support Services Assistant	\$ 3,370	\$ 3,539	\$ 3,716	\$ 3,902	\$ 4,097
Police Clerk II	\$ 2,832	\$ 2,973	\$ 3,122	\$ 3,278	\$ 3,442
Police Clerk I	\$ 2,526	\$ 2,653	\$ 2,785	\$ 2,925	\$ 3,071

Effective July 6, 2009

*Police Officers' Association MOU*Appendix A
POA Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 5,901	\$ 6,196	\$ 6,506	\$ 6,832	\$ 7,173
Corporal	\$ 5,036	\$ 5,288	\$ 5,553	\$ 5,830	\$ 6,122
Police Officer	\$ 4,729	\$ 4,965	\$ 5,214	\$ 5,474	\$ 5,748
Senior Clerk	\$ 3,500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,255
Police Assistant	\$ 3,471	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220
Support Services Assistant	\$ 3,471	\$ 3,645	\$ 3,827	\$ 4,019	\$ 4,220
Police Clerk II	\$ 2,917	\$ 3,063	\$ 3,216	\$ 3,377	\$ 3,545
Police Clerk I	\$ 2,602	\$ 2,732	\$ 2,869	\$ 3,012	\$ 3,163

Effective July 5, 2010