RESOLUTION NO. 7623

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, SUPERSEDING RESOLUTION NO. 7530

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

WHEREAS, in April 2019, the City conducted a salary survey of compensation for all full-time classifications, which served as the data upon which compensation considerations were made, comparing salary data with nine other comparable public agency cities of similar size, demographics and services to the public; and

WHEREAS, during this time, a reorganization of the Police Department was also proposed in order to more appropriately align the duties of each classification with the operational needs of the department and to provide for promotional opportunities and succession planning in the future; and

WHEREAS, in examining a department of this size and as a part of the reorganization and restructuring, a revision of job descriptions for Police Sergeant, Police Corporal and Police Officer was proposed, and discussions between the City and the Association continue on this matter; and

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

WHEREAS, the City and the POA has 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:

SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2019, by the following vote:

AYES: Cacciotti, Mahmud, Schneider, Joe, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY

of

SOUTH PASADENA

AND

POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

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1. GENDER REFERENCES

As used in this Memorandum of Understanding (MOU), all references to gender, such as "he", "him", or "his," and references to "they", "them", and "theirs", shall apply equally to both sexes.

2. REPRESENTED CLASSIFICATIONS RECOGNIZED

Pursuant to the provisions of the Employee Relations Resolution of the City of South Pasadena, the City recognizes the South Pasadena Police Officers' Association as the exclusively 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 Officer Recruit
Police Assistant
Support Services Assistant
Senior Clerk
Parking Control Officer
Police Clerk II
Police Clerk I

The parties agree that after ratification of this MOU by the City Council, the Police Department will be reorganized to eliminate the current Captain positions, and create the new positons of Deputy Chief and Lieutenant, which shall not be part of this bargaining unit. Modified job descriptions have been provided to the Association and the City and the Association shall continue to negotiate regarding the final version of those job descriptions.

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

3(a) ASSOCIATION AND EMPLOYEE RIGHTS

The City and Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) governing meet and confer rights of employee organizations. Each party shall retain those rights respectively vested by local, state and federal law.

3(b) DUES AND BENEFITS DEDUCTION

1. The City shall, during the term of this MOU, 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. Membership dues will be deducted based on authorizations in writing retained by the Association. The Association shall submit to the City a certified list of members and the amount to be deducted for each. The Association shall update that list after members are added or withdraw, or when the withholding amount changes, and submit the updated list to the City promptly. The City may request a copy of a member's signed authorization card when there is a dispute 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 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 section.

3(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 and the time spent on meet and confer activities shall not be considered "hours worked" for purposes of overtime calculations.

2. The Association shall provide the Chief of Police (hereinafter abbreviated and referred to as "Chief") and the Human Resources 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 advance 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.

4. Subject to the limitations set forth in this MOU, 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 prior written request and if approved by police management.

5. Subject to the limitations set forth in this MOU, 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.

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

3(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.

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

4(a) MANAGEMENT RIGHTS

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:

1. To manage the Police Division (hereinafter called "Division") and determine policies and procedures and the right to manage the affairs of the Division.

2. To take into consideration the existence or nonexistence of facts that are the basis of the management decision in compliance with state law.

3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other government jurisdictions, and to expand or diminish police services.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. To determine method of financing.

10. 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.

11. 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 MOU.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. To maintain order and efficiency in police facilities and operations.

18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this MOU.

19. 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.

4(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 at its request, over the impact of the exercise of a management right upon the wages, hours, terms, and conditions of employment on Association Members.

5. COMPENSATION

5(a) SALARY SCHEDULE ADJUSTMENTS

Effective July 1, 2019, salaries for classifications subject to this MOU are set forth in Appendix A.

If a sales tax increase is approved by the City's voters in the November 2019 election:

1. Effective January 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix B;

2. Effective July 1, 2020, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix B; and

3. Effective July 1, 2021, salaries for classifications subject to this MOU will be as set forth in Appendix C, which represents a 2% increase over Appendix C.

If the sales tax increase is not approved by the City's voters in the November 2019 election, Appendix A shall be in effect throughout the term of the MOU.

Employees may change their W-4 form .

5(b) 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.

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.

5(c) 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.

5(d) 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 employee's

salary for all hours worked in excess of 10 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 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 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.

All overtime shall be paid at 1.5 times the employee's regular rate of pay as defined in the FLSA.

2. Subject to the limitations in Section 5(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 100 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 100 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.

   CTO may only be accrued for overtime worked between January 1 through November 30 of each calendar year. CTO may not be cashed out at the employee's discretion and CTO accrued during a calendar year that is not used by November 30 of that calendar year, will be cashed out by the City with the last payroll of the calendar year. CTO balances as of December 31, 2018 will not be cashed out at the end of the year and shall remain available for employee use.

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 100 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, to the extent the time off can be taken within the same FLSA workweek for non-sworn employees or, for sworn employees, within the same 28 day work period adopted under Section 7(k) of the FLSA.

7. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: operational needs of the Department.

8. Daylight Savings Time: In the spring, employees will be paid only for hours worked on the transition day. The Chief may allow employees to work additional hours or to use CTO or vacation to make up the one hour of work lost. In the Fall, employees working during the transition will receive one hour of overtime pay if actual hours worked exceed twelve (12) hours on that shift.

9. The City has established an FLSA 7(k) overtime exemption for its sworn employees, setting the work period at twenty-eight (28) days. For non-sworn employees, the seven (7) day workweek shall apply. The workweek or work period for each employee will be noted in their personnel file.

5(e) 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). If an officer is required to provide telephone testimony, the City will pay 1 hour at the overtime rate (time and one half).

5(f) 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.

5(g) 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 MOU, and subject to all other restrictions related to CTO accrual and usage.

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

5(h) MOVIE DETAILS

Employees assigned to movie detail shall be paid $70.00 per hour for those details worked through December 31, 2019. That rate shall increase to $80 per hour for details worked on or after January 1, 2020 and to $90 per hour for details worked on or after January 1, 2021. All movie details worked are paid in cash and not eligible for CTO accrual. Employees on Labor Code section 4850 leave and/or on modified light duty may not work on movie details. The method for applying for movie detail assignments shall be governed by Appendix E.

5(i) HOURS OF WORK

1. The shift hours for employees classified as Police Clerk I, Police Clerk II, and Parking Control Officer shall be 8 hours of work, or if working a 4/10 schedule shall be for 10 hours, exclusive of a 30-minute lunch break.

2. The shift hours for employees classified as Police Assistant shall be 12 hours of work, inclusive of a 30-minute compensated lunch break.

3. 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.

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.

4. The shift hours for employees classified as Support Services Assistant, Police Detective, Police Detective Corporal and Police Detective Sergeant, shall be 8, 10 or 12 hours of work, inclusive of the above 45-minute lunch break.

5. 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.

6. 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. RETIREMENT BENEFITS (SUBJECT TO AB 340 LANGUAGE BELOW)

6(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 safety employees who are considered "classic" members (i.e., not "new" members) under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") will receive the P.E.R.S. 2%@50 ("CHP" retirement) and non-safety classic employees shall receive the 2% at 55 retirement formula.

2. Effective the first payroll period commencing on or after both July 1, 2013 and adoption by the City Council of any necessary CalPERS resolutions, classic safety and classic miscellaneous members shall pay 100% of the statutorily required employee contribution.

3. PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation.

   "New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

   Safety members who are "new members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required SAFETY

OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e)) and miscellaneous "new members" on and after January 1, 2013 shall be enrolled in PEPRA provided for 2.0 @ 62 retirement formula (Government Code § 7522.20.)

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code § 7522.32(a).

6(b) OPTIONAL TRANSFER TO SALARY

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

7. INSURANCE BENEFITS

7(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 this MOU 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.

7(b) MEDICAL INSURANCE

Effective concurrent with City Council resolution of the 2012-2013 impasse, the employer contribution to premiums of available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present City-funded contribution of $625.00 a month, shall be provided to unit members by means of a medical premium contribution plan. It is the intent of the City that the medical premium contribution plan monies shall only be used to fund medical premiums and shall only be distributed in cash pursuant to the limited opt out provisions of 7(g) below, the CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S).

The City's monthly contributions to the medical premium contribution plan shall be as follows to the maximum stated, depending on the level of coverage selected and is inclusive of the City's contribution under Government Code section 22892:

Employee only	$625
Employee + 1	$1,025
Employee + family	$1,200

Beginning July 1, 2020, the City's monthly contributions to the medical premium contribution plan shall be increased as follows to the maximum stated, depending on the level of coverage selected and is inclusive of the City's contribution under Government Code section 22892:

Employee only	$ 200	= $ 825
Employee + 1	$ 0	= $1,025
Employee + family	$ 0	= $1,200

The additional $200 per month for employee only coverage shall be made to a Health Reimbursement Account ("HRA") in the employee's name. The extra $200 per month for employee only coverage shall only be made to the HRA if the employee's health insurance premium exceeds $625 per month. It shall not result in additional cash in lieu of insurance.

7(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.

4. The above dental insurance premium shall be paid by adding $75.00 to the above medical premium contribution plan.

7(d) ACCIDENTAL DEATH AND INJURY POLICY

1. The City shall provide an Accidental Death and Injury Policy in the amount of $50,000 for employees. Premiums shall be paid by the City. Additional coverage shall be made available from the City at the employee's expense.

2. Employees who elect coverage for their dependents shall pay for the additional cost for such coverage.

7(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.

7(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. Said amount shall be paid by adding $20.00 monthly to the above medical contribution plan.

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

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the

taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If the employee chooses to opt out and provides the attestation described above, the employee shall receive cash in lieu of $300 per month. Cancellation of the coverage becomes effective on the first day of any month after a 45 day written notice is received.

7(h) RETIRED EMPLOYEE'S MEDICAL COVERAGE

Present employees who became/become retirees prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and when eligible for PERS and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible.

As regards unit employees hired on or after the date of City Council resolution of the 2012-2013 impasse, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. As regard all unit employees employed by the City prior to City Council resolution of the 2012-2013 impasse, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of $625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

7(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).

8. RECOGNIZED HOLIDAYS

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

A. January 1 (New Year's Day)
B. Third Monday of January (Martin Luther King Jr.'s Birthday)
C. 3rd Monday of February (President's Day)
D. Last Monday of May (Memorial Day)
E. July 4th (Independence Day)
F. 1st Monday of September (Labor Day)
G. 2nd Monday of October (Columbus Day)
H. November 11th – Veteran's Day
I. 4th Thursday of November (Thanksgiving Day)
J. Friday following Thanksgiving Day
K. December 25th (Christmas Day)
L. Three "Floating Holidays"

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

9. FLOATING HOLIDAYS

9(a) ACCRUAL RATES

1. Employees will be eligible for floating holidays after 6 months of service, and in accordance with the schedule set forth in Section 9(a)(2).

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.

9(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).

9(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.

10. VACATION

10(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 years 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 years of service.
K. 208 hours vacation after 26 years of service.
L. 216 hours vacation after 27 years of service.
M. 224 hours vacation after 28 years of service
N. 232 hours vacation after 29 years of service.
O. 240 hours vacation after 30 or more years of service.

Vacation time shall be earned on a bi-weekly basis, and employees shall not be eligible to use vacation leave until completion of 6 months' service.

10(b) MAXIMUM ACCUMULATION AND VACATION BUYBACK

1. Employees shall not accumulate more than 2 years' worth of vacation.

2. Concurrent with exercise by an affected employee of the sick leave incentive cash out provided for in Section 11(c) below, the affected employee has the option of electing to convert up to eighty (80) hours of vacation time to cash at the employee's then existing unadjusted base hourly rate. The exercise of this option shall result in the deduction of the

hours of vacation time bought back by the City from the employee's vacation accumulation.

3. Beginning in December, 2019 and each December thereafter, employees who wish to have the City buy back vacation hours in the next calendar year, shall make an irrevocable election and submit it to the City, in writing in December, as to the number of hours they will accrue the next calendar year that they elect for buy back. In order to elect buy back, the employees must have eighty (80) or more hours of vacation balance at the time of the irrevocable election. The City shall make a form available to employees to make the irrevocable election.

10(c) USE OF VACATION

Vacation may be taken in segments with the approval of police management.

11. SICK LEAVE

11(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.

11(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.

11(c) CONVERSION TO CALPERS SERVICE CREDITS

To the extent authorized by PEPRA and the Public Employees' Retirement Law, 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.

11(d) 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**, or for diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee. 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, if the employee has been absent 3 or more workdays or used twenty-four (24) hours of sick leave, whichever is greater, that involves the illness of the employee or family member.

(2) **Employee's family member's illness**

The employee may use up to 48 hours of accrued but unused sick leave per year for the following purposes:

1. For the diagnosis, care, or treatment of an existing health condition, or preventative care for, any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse, registered domestic partner, grandparent; grandchild; or sibling.

2. For the employee who is a victim of domestic violence, sexual assault, or stalking: (a) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or his or her child; or (b) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

* Employees who have just been hired are not eligible to use their accumulated sick leave until they have completed ninety (90) days of service with the City.

12. BEREAVEMENT LEAVE

12(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.

12(b) USE OF BEREAVEMENT LEAVE

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

1) 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, 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.

13. UNIFORMS AND SAFETY EQUIPMENT

13(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.

13(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
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
I. 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 Outerwear
J. Flashlight (Streamlight SL20 or equivalent)
K. Threat Level III Ballistic Vest (or lower at employee's option).
L. And any other equipment as deemed appropriate by the Department.

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.

14. OTHER BENEFITS

14(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. Effective upon the approval of 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.

14(b) SHIFT DIFFERENTIAL

Employees assigned to work the night shift (currently termed 1800 hours to 0600 hours) shall receive a shift differential pay increase of 3% over their base pay during the term of such assignment.

14(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.

14(d) TUITION REIMBURSEMENT

There shall be no tuition reimbursement.

14(e) EDUCATIONAL INCENTIVE

Educational incentive pay shall be granted employees as follows:

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. Personnel shall be compensated for their Intermediate and Advanced (P.O.S.T.) Certificate based on the submission date of the request and the date of eligibility. All personnel will be given a copy of their P.O.S.T. profile which will show their most current training points on file with P.O.S.T. after January 1st of each calendar year.

5. Employees that have received education incentive pay pursuant to previous agreements for job related coursework, associate 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.

14(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, in accordance with this Terms and Conditions document that the assigned Field Training Officer must possess a POST FTO Certificate.

2. Police Assistants assigned to train a new full-time Police Assistant shall receive an additional five (5) percent in compensation while so assigned.

14(g) EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT

The City recognizes the importance of promoting employee wellness, balance and professional development. As such, the City shall bring the below listed benefits, as offerings and supplemental optional employee wellness & balance and professional development initiatives/programs, at no cost to the employee:

(a) A meditation room will be made available for employee use to create a calm space that allows for mindfulness and wellness; and
(b) Yoga & fitness classes will be offered on a regular basis in Council Chambers and/or at other city facilities, to support employee health and welllness; and
(c) City sponsored Toastmasters club on site (includes membership & lunch) to provide opportunity for employees to develop public speaking and engagement skills with fellow city employees; and
(d) A natural green space area will be created behind City Hall to facilitate time outside for lunches or meetings.

15. 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 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, 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 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, 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. 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

15(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.

15(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. The employee must have a motorcycle endorsement on his/her driver's license.

15(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.

16. GENERAL PROVISIONS

16(a) PROVISIONS OF MOU

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 the 2014-2017 MOU , 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. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Association as required.

16(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.

16(c) RENEGOTIATION

When the Association or the City desires to Meet and Confer in good faith on the provisions of a Successor to this MOU, 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.

16(d) GRIEVANCE PROCEDURE

The grievance procedure applicable to unit members shall be found in the Personnel Rules and Regulations, Part I, Rule 13.

17. ADDITIONAL PROVISIONS

17(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 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 for six months upon good cause and written notice in advance of the expiration of the 12 month period to the employee.

17(b) REOPENER

A. SALARY

This MOU 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 2019-2020, 2020-2021, or 2021-2022 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 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,

2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

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 this 2019-2022 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

B. PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS RESOLUTION/ORDINANCE

During the term of this MOU, the parties agree that City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

During the term of this MOU, the parties agree that City Manager may reopen the MOU in order to negotiate an Employer-Employee Relations Resolution or Ordinance, utilizing the meet and consult process.

C. HEALTH INSURANCE

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

18. RATIFICATION AND IMPLEMENTATION

The City and the POA acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this 17th day of July, 2019.

19. TERM

The term of this MOU shall be from July 1, 2019 through June 30, 2022.

SOUTH PASADENA POLICE OFFICERS' ASSOCIATION

Avick Manukian, President

Andy Dubois, Member At Large

CITY OF SOUTH PASADENA

Marina Khubesrian, M.D., Mayor

Stephanie DeWolfe, City Manager

APPENDIX A

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	$ 7,663	$ 8,046	$ 8,448	$ 8,870	$ 9,314
Corporal	$ 6,386	$ 6,705	$ 7,040	$ 7,392	$ 7,762
Police Officer	$ 6,127	$ 6,434	$ 6,756	$ 7,093	$ 7,448
Police Officer Recruit	$ 6,127	$ 6,434	$ 6,756	$ 7,093	$ 7,448
Senior Clerk	$ 4,343	$ 4,560	$ 4,788	$ 5,028	$ 5,279
Police Assistant	$ 4,063	$ 4,266	$ 4,480	$ 4,704	$ 4,939
Support Services Assistant	$ 4,343	$ 4,560	$ 4,788	$ 5,028	$ 5,279
Police Clerk II	$ 3,307	$ 3,473	$ 3,646	$ 3,829	$ 4,020
Parking Control Officer	$ 3,536	$ 3,713	$ 3,898	$ 4,093	$ 4,298
Police Clerk I	$ 2,930	$ 3,076	$ 3,230	$ 3,391	$ 3,561

Effective July 1, 2019 – *If sales tax measure scheduled for the November 2019 election is not passed by the electorate, salaries as listed in Appendix A shall remain in effect for the entire term of the MOU.*

APPENDIX B

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	$ 8,088	$ 8,492	$ 8,917	$ 9,363	$ 9,831
Corporal	$ 6,740	$ 7,077	$ 7,431	$ 7,803	$ 8,193
Police Officer	$ 6,127	$ 6,434	$ 6,756	$ 7,093	$ 7,448
Police Officer Recruit	$ 6,127	$ 6,434	$ 6,756	$ 7,093	$ 7,448
Senior Clerk	$ 4,585	$ 4,814	$ 5,055	$ 5,308	$ 5,573
Police Assistant	$ 4,290	$ 4,504	$ 4,729	$ 4,966	$ 5,214
Support Services Assistant	$ 4,585	$ 4,814	$ 5,055	$ 5,308	$ 5,573
Police Clerk II	$ 3,492	$ 3,666	$ 3,849	$ 4,042	$ 4,244
Parking Control Officer	$ 3,732	$ 3,918	$ 4,114	$ 4,320	$ 4,536
Police Clerk I	$ 3,031	$ 3,182	$ 3,341	$ 3,509	$ 3,684

Effective January 1, 2020 – *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX C

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	$ 8,250	$ 8,662	$ 9,095	$ 9,550	$ 10,028
Corporal	$ 6,875	$ 7,219	$ 7,580	$ 7,959	$ 8,357
Police Officer	$ 6,250	$ 6,563	$ 6,891	$ 7,235	$ 7,597
Police Officer Recruit	$ 6,250	$ 6,563	$ 6,891	$ 7,235	$ 7,597
Senior Clerk	$ 4,677	$ 4,910	$ 5,156	$ 5,414	$ 5,684
Police Assistant	$ 4,375	$ 4,594	$ 4,824	$ 5,065	$ 5,318
Support Services Assistant	$ 4,677	$ 4,910	$ 5,156	$ 5,414	$ 5,684
Police Clerk II	$ 3,561	$ 3,739	$ 3,926	$ 4,123	$ 4,329
Parking Control Officer	$ 3,806	$ 3,997	$ 4,197	$ 4,406	$ 4,627
Police Clerk I	$ 3,091	$ 3,246	$ 3,408	$ 3,579	$ 3,758

Effective July 1, 2020 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX D

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Sergeant	$ 8,415	$ 8,835	$ 9,277	$ 9,741	$ 10,228
Corporal	$ 7,013	$ 7,363	$ 7,732	$ 8,118	$ 8,524
Police Officer	$ 6,375	$ 6,694	$ 7,028	$ 7,380	$ 7,749
Police Officer Recruit	$ 6,375	$ 6,694	$ 7,028	$ 7,380	$ 7,749
Senior Clerk	$ 4,770	$ 5,009	$ 5,259	$ 5,522	$ 5,798
Police Assistant	$ 4,463	$ 4,686	$ 4,920	$ 5,166	$ 5,425
Support Services Assistant	$ 4,770	$ 5,009	$ 5,259	$ 5,522	$ 5,798
Police Clerk II	$ 3,633	$ 3,814	$ 4,005	$ 4,205	$ 4,415
Parking Control Officer	$ 3,883	$ 4,077	$ 4,281	$ 4,495	$ 4,719
Police Clerk I	$ 3,153	$ 3,311	$ 3,476	$ 3,650	$ 3,833

Effective July 1, 2021 - *If sales tax measure scheduled for the November 2019 election is passed by the electorate*

APPENDIX E

Procedure for Movie Detail Assignments

A. **Eligibility**: A movie detail binder containing officer's eligibility will be maintained in the Watch Commander's office. If an officer declines a detail his/her eligibility will stay the same. New officers or officers that placed themselves inactive wishing to enter the eligibility list will start from bottom of the eligibility list.

B. **Order of Eligibility**:

1. Full-time Sergeants, Corporals, and officers will have first priority for details.
2. Full-time Captains and Lieutenants (Management) would have second eligibility.
3. Reserve officers who have complied with their monthly patrol requirement would have third eligibility.

Assignment list: Shall be the list the watch commander consults in order to make assignments of personnel to any given detail. The assignment list shall:

1. Consist of all sworn department personnel below the rank of Captain regardless of assignment. If no full-time sworn employees are available, Captains, Lieutenants, and Reserve personnel may be assigned.

2. Personnel can be added or removed from the list:

   - At the employee's written request.

3. For purposes of assignment, all personnel shall be treated equally regardless of rank.

4. The assignment list shall run continuously from the date this procedure goes into effect.

1. Eligibility for assignment:

Means that the officer is available to accept the movie detail. An officer is not eligible if:

1. The officer has a "be in court" subpoena for the day of the detail.

2. The officer has an "on-call" subpoena for the day of the detail, and was unable to arrange for coverage (movie detail) in the event they are called to court.

3. Working the detail would cause the officer to work an excess of 18 hours in any 24-hour period (This includes prior on duty time).

4. The officer is on a scheduled workday and taking time off would result in a staffing shortage pursuant to current staffing policy.

2. **Filming request:** All requests to conduct filming with South Pasadena shall be received and processed by the Film Liaison in accordance with the City's Film Policy.

3. **Notification:** The film coordinator shall notify the on-duty watch commander of the movie detail including all relevant information relating to the detail (i.e. location, size of film crew, complexity, safety issues, etc.).

4. **Assignments:** The on-duty watch commander shall:
   1. Make a determination in conjunction with the City's film coordinator as to the number of officer(s) and resources required.

   2. Make the appropriate notification and assignment of personnel following the procedure outlined in this order.

   3. All movie detail information shall be entered into the "Event tracker" module of the records management system.

   4. If available, and with the approval of the on-duty watch commander; officers may take a police vehicle to the movie detail.

5. **Selection of personnel:**

The selection of personnel for the detail shall be conducted in the following manner:

1. The on –duty watch commander shall consult the "Movie Detail Assignment List" to determine the next eligible officer(s). The watch commander shall then notify via Nixle alert system as soon as possible.

2. The on-duty watch commander shall contact each eligible officer according to contact information stored in the Department's movie binder. It is the individual officer's responsibility to ensure their most current contact information is being stored in Nixle alerts.

3. If the officer accepts the assignment, an appropriate notation shall be made on the list and updated.

4. If the officer declines the detail or fails to respond during the allotted time frame, the officer's name shall remain in place and eligible for the next assignment.

5. No swapping of details is allowed. In the event that an assigned officer is unable to fulfill his/her detail, he/ she shall immediately notify the on-duty watch commander who will then assign a replacement in accordance with the selection of personnel.

6. No bumping of officers is allowed. Once a detail is assigned, the assigned officer's assignment shall not be rescinded except for cause.

7. No officer shall work any movie detail in excess of 18 hours. No officer shall work any combination of regular assigned shift, court, or movie detail hours in excess of 18 total hours.

8. Watch Commander's shall note the names/times of officers that where called on movie permit copy that are kept is kept in the "movie detail" binder.

9. Once a Nixle alert has been sent, officers time-line to accept a detail are as follows:

12 hours or less:	4 hours
13-24 hours:	6 hours
25-48 hours	12 hours
Over 48 hours	18 hours