

*Public Service Employees' Association MOU***RESOLUTION NO. 7038****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
PUBLIC SERVICE EMPLOYEES' 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 Public Service Employees' Association (SPPSEA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the Public Service Employees' 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.

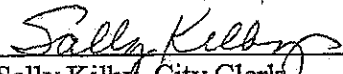
PASSED, APPROVED AND ADOPTED ON this 15th day of April, 2009.



David Sifuentes, Mayor

ATTEST:

APPROVED AS TO FORM:


Sally Kilby, City Clerk


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 15th day of April, 2009 by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

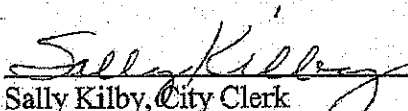

Sally Kilby, City Clerk

EXHIBIT A

**CITY
of
SOUTH PASADENA**

**PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

2008-2011

EFFECTIVE JULY 1, 2008 – JUNE 30, 2011

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2008-2011**

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1. AGREEMENT PROVISIONS

1(a) PARTIES INVOLVED

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the City of South Pasadena, a Municipal Corporation, hereinafter referred to as "City", and the Public Service Employees Association" (PSEA) pursuant to Government Code Section 3500 et seq.

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 except as provided herein.

1(c) REOPENERS

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 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,
- 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 a. or b. 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 immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process.

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

PERSONNEL RULE REOPENER – During the term of this MOU, the parties agree to reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

WORK SCHEDULE REOPENER - During the term of this agreement, the parties shall upon request of either party, reopen regarding the issue of a flexible work schedule, including but not limited a 4/10 schedule for Public Works and/or City Hall Employees.

2. CLASSIFICATIONS RECOGNIZED

The City hereby confirms the South Pasadena Public Service Employees Association as the representative of the employees in the classification listed below:

Account Clerk	Library Clerk I
Accounting Technician	Library Clerk II
Administrative Analyst	Literacy Coordinator
Administrative Secretary	Maintenance Worker I
Assistant Planner	Maintenance Worker II
Associate Planner	Parks Supervisor
Associate Civil Engineer	Public Works Assistant
Building Clerk	Pump Operator
Building Maintenance Worker	Secretary
Community Improvement Coordinator	Senior Account Clerk
Community Services Coordinator	Senior Electrician
Deputy City Clerk	Senior Librarian
Electrician	Senior Maintenance Worker
Engineering Aide	Senior Planner
Facilities Supervisor	Street Supervisor
Film Liaison	Transportation Driver
Graphics Assistant	Utilities Billing Coordinator
Library Technical Assistant	Water Systems Supervisor
Librarian	

Plus any newly created non-management, non-sworn classification.

3. GENERAL PROVISIONS

3(a) SEVERABILITY

If any Article or Section of this MOU, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this MOU shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

3(b) EFFECT

It is understood and agreed that this MOU shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this MOU shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises and representations made by either party; and both parties acknowledge that each has met and conferred in good faith herein.

3(c) PRIOR AND EXISTING CONDITIONS

It is agreed and understood that all prior and existing terms and conditions of employment as well as past practices, including but not limited to ordinances, resolutions, policies, and procedures, employee rules and personnel rules, which relate to employee wages, hours and other terms and conditions of employment, which are not specifically changed, amended, or abridged by this MOU continue in full force. Furthermore, it is understood and agreed that for the term of this MOU, neither the City nor the Association shall be compelled to negotiate with the other concerning any negotiable issue except as provided herein and/or by mutual agreement of the parties.

4. ASSOCIATION RIGHTS

4(a) MASTER AGREEMENT

This Memorandum of Understanding shall be edited in master agreement form, printed and bound for member's use; the cost for which shall be divided equally between the City and the Association.

4(b) DUES CHECK-OFF

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

4(c) STEWARDS TRAINING

The City shall provide up to a total of forty (40) hours, subject to supervisory approval, City time per year for Association Stewards to attend Association sponsored steward Training Programs.

4(d) INFORMATION

The City shall provide each new employee eligible for Association representation with a membership statement, provided by the Association, and notify the Association President that such person has been hired and provide the Association President with the employee name, classification and department.

4(e) STEWARDS PROGRAM

1. List of Stewards - It is agreed by the parties to this Memorandum of Understanding that the recognized employee organization may select one Steward per work site or appoint the members of the Board of Directors as the Stewards for this unit. The recognized employee organization shall give the City's Representative a written list of employees who have been selected as Stewards. This list shall be kept current by the recognized employee organization.
2. Stewards may spend the time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and if so requested, appear with the grievant during all phases of the grievance process. This activity may be undertaken without reprisal, discrimination or intimidation.
3. Permission to Leave to Conduct Grievance Activities - Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the Steward will be

immediately informed when the time will be made available

4. Upon entering a work location, the Steward shall inform the grievant's immediate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the grievant unless the absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.
5. No Compensatory or Overtime Pay for Steward Functions - The recognized employee organization agrees that a Steward shall not log compensatory time or overtime pay for the time spent performing any function of a Steward.
6. Role of Steward - The role of the Steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communication between the recognized employee organization and the City.

4(f) DEFINITION OF GRIEVANCE

1. A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding or any supplemental agreements. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.
2. A claim by any employee or a group of employees or by the recognized employee organization in his/her, their or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules, and regulations or then existing practice applicable to the public jurisdiction or its employees or the recognized employee organization.

4(g) DUES AND BENEFITS DEDUCTIONS

1. The City shall continue to deduct dues and Association sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorizes the deduction, in writing on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within 30 days following the deduction.

2. Hold Harmless Clause - The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising as a result of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

5. MANAGEMENT RIGHTS

- 5(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:
1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
 2. Set standards and levels of service.
 3. Determine the procedures and standards of selection for employment and promotions.
 4. Direct its employees.
 5. Establish and enforce dress and grooming standards.
 6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
 7. Maintain the efficiency of governmental operation.
 8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
 9. Determine methods of financing.
 10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
 11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.

12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
 13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
 14. Establish and modify productivity and performance programs and standards.
 15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
 16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
 17. Take all necessary actions to carry out its mission in emergencies.
 18. Exercise complete control and discretion over its organization and the technology of performing its work.
- 5(b) The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules and Memorandums of Understanding. Except emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the Memorandum of Understanding or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impact of the exercise and of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

6. COMPENSATION

6(a) SALARY SCHEDULE ADJUSTMENTS

Across the board salary increases shall be as follows, effective on the payroll period commencing on or after the following dates:

- January 1, 20093%
- July 1, 2009.....3%
- July 1, 2010.....3%

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

6(b) SALARY REVIEW PROCESS

Future compensation will be negotiated after evaluating the compensation packages of San Gabriel Valley area 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) UUT DISTRIBUTION

Commencing with the first payroll period of July 1, 2008 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 Public Service Employee 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 is in the process of determining 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 manner, if any, 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 method of distributing UUT provisions shall be subject to the above Article 1(c) reopener provisions regarding decrease in general fund revenues and impact

of disasters. In such case, prospective UUT distributions would immediately cease, to be followed by the meet and confer process.

7. HOURS

7(a) OVERTIME

1. The City shall compensate employees at the rate of time and one-half for all hours worked in excess of their daily shift; hours worked in excess of a regularly scheduled workweek; eighty hours in a pay period; and holidays (exclusive of holiday pay).
2. Subject to limitations in Section 7(a)(3)(4) 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 60 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 60 hours. To the extent permitted by law, the City shall retain the option to exercising discretion to require employees to utilize already accumulated CTO hours.
4. The use of CTO is subject to approval by the Department Head and shall not cause projected additional overtime to be incurred by the Department. And approved CTO shall not be denied less than 72 hours prior to the effective use of CTO unless extraordinary circumstances occur as determined by the City Manager.

7(b) WORK SCHEDULES/CITY HALL

Employees working at City Hall would be required to work a nine hour work day with a half hour lunch on Monday through Thursday and an eight hour work day with a half hour lunch on alternating Fridays. The City Manager's Office in conjunction with the Department Heads would determine which employees would be scheduled on each Friday so that City Hall is adequately staffed. The employee's supervisor shall determine the lunch break schedule.

7(c) DIFFERENTIAL PAY FOR SUNDAY HOURS

Any full-time permanent employee who is in the Public Service Employees' Association and is assigned to work a Sunday schedule shall receive time and one-half (1-1/2) for all Sunday hours worked.

7(d) EXTENDED OVERTIME PAY

Any employee who is required to work a shift of more than twelve (12) hours in a single shift shall receive double time for all hours beyond twelve (12) hours. A shift shall be defined as the first 24 hours following the employee's normal starting time.

8. RETIREMENT

8(a) PARTICIPATION IN PERS

The City agrees to participate in the California Public Employees Retirement System, 2%@55 plan and to provide a "single highest year" benefit (Section 21251.13 of the *Government Code*)

8(b) EMPLOYEE'S SHARE

The City shall pay the employee's contribution of 7%.

8(c) SICK LEAVE CONVERSION

The City agrees to contract for the benefit of sick leave conversion pursuant to Section 20862.8 of the California Government Code.

8(d) 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 an the employee of the City at the time of retirement.

8(e) PARTICIPATION IN IRS SECTION 414(H)(2)

The City shall adopt a resolution implementing IRS Section 414(h)(2) no later than January 20, 1999. This article shall be operative only 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.

9. INSURANCE

9(a) MEDICAL INSURANCE

- i. Starting with the second payroll in July 2004 which is when medical benefit deductions are made, the City will contribute an amount not to exceed \$625 per month toward employee and dependent medical premiums.
- ii. Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from other source must accompany the request of cancellation of coverage.

9(b) DENTAL COVERAGE

The City agrees to provide \$75.00 per month for employee and dependent dental coverage.

9(c) VISION CARE

The City agrees to provide up to \$20.00 toward the monthly premiums to a vision care plan, which covers both employees and their dependents.

9(d) LIFE INSURANCE

The City agrees to provide each employee with a \$50,000 life insurance/Accidental Death & Dismemberment policy.

9(e) LONG TERM DISABILITY BENEFITS

1. The City will contribute 100% of the full cost of a Long Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.

- 2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.
- 3. Insurance Pay While on LTD - Effective upon approval by both the Public Service Employees Association and the City Council, whichever is later, it is agreed that once an employee has exhausted all other recognized forms of leave and has been placed on long-term disability, the City will continue to pay all of the insurance premiums as set forth under Article XIII of the current MOU during the City recognized period of Long Term Disability. In the event that the City Manager grants an extension of benefits, the City will continue to pay all insurance premiums as set forth under Article XIII of the current MOU during the approved extension.
- 4. Benefits Effective Date - It is agreed that long term disability insurance benefits shall become effective after thirty (30) calendar days from the date of injury or illness. The City agrees to establish a Dispute Resolution Procedure to resolve any conflicts that may arise between the City and disabled employees. This procedure will most likely be medical arbitration. The Resolution procedure will be provided at no cost to the employee.

9(f) 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).

10. HOLIDAYS

10(a) RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees (including permanent part-time employees):

- 1. January 1New Year's Day
- 2. 3rd Monday in JanuaryMartin Luther King, Jr. Birthday
- 3. 3rd Monday in FebruaryPresident's Day
- 4. Last Monday in MayMemorial Day
- 5. July 4.....Independence Day

- 6. 1st Monday in SeptemberLabor Day
- 7. 2nd Monday in OctoberColumbus Day
- 8. November 11Veteran's Day
- 9. 4th Thursday in NovemberThanksgiving Day
- 10. Friday after Thanksgiving.....Substitute for Admission's Day
- 11. December 25Christmas Day

10(b) FALLING ON SCHEDULED SHIFTS OFF

- 1. Holidays Falling on Scheduled Shifts Off - If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on Sunday, the following Monday shall be deemed to be the holiday and City Hall will be closed. When a holiday falls on an employee's Friday off, employees scheduled off that Friday shall have the previous day off.
- 2. Due to the library's seven day per week schedule, if a holiday falls on a Saturday, the library will be closed to the public both Friday and Saturday. When a holiday falls on a Sunday, the library will be closed to the public both Sunday and Monday. In both cases, library staff will work the same number of hours as all other City staff during the week in which the holiday occurs.

10(c) EXCEPTIONS

- 1. Regularly Scheduled Employees: Any employee whose regular schedule requires him/her to work on a holiday shall be given compensatory time-off for such work or paid the straight time daily equivalent to his/her salary at the discretion of the department head.
- 2. Holiday Pay - Any employee required to work a fixed holiday shall receive pay equivalent to double time and one-half for all holiday hours worked.

11. FLOATING HOLIDAYS

11(a) ACCRUAL RATES

Employees working a 9/80 schedule shall receive 27 floating holiday hours per fiscal year. Employees working a 5-day work week shall receive 33 floating holidays hours per fiscal year.

11(b) MAXIMUM ACCUMULATION

Floating holidays are non-compassable and must be used within the fiscal year.

12. VACATION

12(a) ACCRUAL RATES

Employees shall accrue vacation as follows:

YEARS OF SERVICE	HOURS PER YEAR
1	88
2.....	96
3.....	104
4.....	112
5.....	120
6-10	128
11-15	136
16-20	152
21-24	160
25.....	200
Each Year Thereafter	Add'l 8 Hrs per Year

All permanent job sharing employees who are employed on a year-round basis shall receive pro-rated vacation and sick leave time.

12(b) MAXIMUM ACCUMULATION

Employees may carry-over up to two (2) years vacation accrual.

12(c) USE OF VACATION

The City shall allow employees to use vacation time in increments of no less than one (1) shift subject to supervisory approval.

12(d) BUY BACK

The City agrees to annually purchase, at the member's option, eight (8) hours of vacation time at base salary. The purchase shall take place with the annual Sick Leave Buy-Back (section 13)

13. SICK LEAVE

13(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period. Permanent job-sharing employees who are employed on a year-round basis shall receive pro-rated sick leave accrual.
2. Employees will not accrue any sick leave while on leave of absence without pay. Employees will continue to accrue sick leave while on paid sick leave.
3. All permanent job sharing employees who are employed on a year-round basis, shall receive pro-rated sick leave time.

13(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.

13(c) SICK LEAVE INCENTIVE

At the end of each fiscal year, employees who have accumulated 168 hours of sick leave may convert accumulated sick leave to cash or vacation at the rate of one 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
January 1 to June 30.....24 hours of buy-back, or

Up to 3 days sick leave usage during
the fiscal year12 hours of buy-back

For new employees:

No sick leave usage during the first year
of employment.....24 hours of buy-back

Up to 1-day sick leave usage during the second year
of employment12 hours of buy-back

After the second year of employment, employee is eligible for the regular

buy-back incentive.

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.

13(d) CONVERSION TO CALPERS SERVICE CREDIT

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.

13(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize 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, but the City will not permit sick leave use to exceed 440 hours per fiscal year unless approved by the City Manager at his/her discretion. Accumulated sick leave may be used for the following:

- (1) **Employee's own illness** that may cause the employee to miss work or attend a medical appointment.
- (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.

13(f) VERIFICATION OF SICK LEAVE

In addition, the City may require written verification or medical documentation of the reason for the employee's use of sick leave when:

- (1) The employee request approval for the use of four hours or more sick leave for a single doctor's appointment.
- (2) The employee has a history or pattern of misuse or overuse of sick leave.

Examples of such misuse or overuse include but are not limited to:

- Use of sick leave on a Monday, Friday, or in conjunction with Sundays, holidays, floating holidays, flex days, and vacations.
- Frequent late arrival to or early departure from work for medical or dental appointments.
- Frequent medical or dental appointments.

13(g) USE OF SICK LEAVE BY PROBATIONARY EMPLOYEE

A probationary employee shall be authorized to utilize up to, but not exceeding, 50% of sick leave earned and accrued during the probationary testing period. Such use shall be subject to all rules and regulations governing the use of sick leave.

14. BEREAVEMENT LEAVE

14(a) ACCRUAL RATES

Employees shall receive three (3) days of paid Bereavement Leave each fiscal year. Permanent job-sharing employees who are employed on a year-round basis shall receive pro-rated Bereavement Leave accrual.

14(b) USE OF BEREAVEMENT LEAVE

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

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.

15. WORKING CONDITIONS

15(a) SAFETY COMMITTEE

An Employee Safety Committee shall be established and coordinated by the City's risk manager. The Committee shall meet regularly and shall be comprised

of non-management employees from each department, and management employees as necessary.

15(b) UNIFORMS

1. It is agreed that the City shall provide 5 work shirts, 5 cotton t-shirts and 5 pairs of pants for all Field Service employees. Uniforms will be replaced as deemed necessary by the Maintenance Superintendent.
2. The City shall reimburse all Field Service employees up to \$250 for the purchase of steel toe safety boots/shoes each year. In the event the employee's boots/shoes are damaged on the job and deemed unsafe (as opposed to normal wear and tear), the City will replace the boots/shoes for the employee even if the \$250 maximum has been reached.
 - 2(a) Probationary employees shall receive reimbursement for 1 pair of boots up to a maximum of \$250 at the start of employment. If the employee leaves or employment is terminated within the first 6 months of employment, this amount will be paid back to the City out of the severance check.
 - 2(b) Permanent employees shall receive reimbursement for up to two pairs of boots up to a maximum of \$250 at the start of the fiscal year.
3. Authorization and reimbursement:
 - 3(a) City-designated vendor: Employee must first receive authorization from the Maintenance Superintendent prior to purchase from a city-designated vendor. City may provide a voucher for this purpose.
 - 3(b) Vendor of employee's choice: Employee must provide proof of purchase or receipt to Maintenance Superintendent for reimbursement.

15(c) TURN-AROUND TIME / STANDBY TIME

1. When possible, management will attempt to provide all employees with at least eight hours between shifts.
2. In emergency situations, employees whose normal starting time would require them to return to work before eight hours have elapsed shall have

the option, subject to management's prior approval, of reporting to work after said eight-hour period has elapsed, while being paid straight time from the time they would normally have reported to work.

3. If management directs the employee or if the employee elects, with prior management approval, to report to work before that eight-hour period has elapsed, then the employee shall be paid double time from the time that they report to work until the time that the eight hour period would have elapsed. The employee will then be paid straight time for the remaining hours of their normal work shift.
4. Employees required to be on stand-by call during off-duty period, including holidays, and weekend periods, shall be compensated as follows:
 - a. Employees shall be compensated at the rate of \$0.80 per hour of stand-by time; and,
 - b. When the employee must report back to work, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of three hours of compensation.
 - c. When it is feasible for the employee to respond to an emergency from home, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of one hour of compensation.

15(d) PERFORMANCE EVALUATION-BASED MERIT STEP INCREASES

Where a merit step increase is contingent upon provision of an annual (or other) performance evaluation report which justifies a new step increase, and where such report is completed, but not on a timely basis, the merit step increase shall be implemented retroactive to the payroll period where the increase would have been implemented, had the evaluation been done timely.

16. OTHER BENEFITS

16(a) LONGEVITY

1. 2% Every 5 Years: It is agreed that effective July 1, 1994, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such

increase(s) in salary upon completion of each additional five (5) year interval of service.

2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired on or after January 1, 1996. Employees 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 provision of "A" 2% Every 5 Years. Once an employee has earned the additional 4% the Longevity Pay Program shall be permanently frozen.

16(b) BILINGUAL PAY

1. Pay: Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis shall receive an additional seventy-five dollars (\$75.00) 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.
2. Total Number of Employees: The City Manager's Office may permit up to twelve (12) bilingual (Spanish or Chinese) slots to be filled by department discretion.
3. Sign Language: One additional employee, over and above the Total Number of Employees as defined above, who can communicate conversationally with sign language on a regular or recurring basis, shall be eligible to receive bilingual pay benefit. Prior to receiving such additional compensation, employees will be required to demonstrate proficiency as established by the standards of American Sign Language (ASL) or English Sign Language (ESL).
4. All permanent job sharing employees who are employed on a year-round basis shall receive a pro-rated bilingual pay benefit.

16(c) EDUCATIONAL REIMBURSEMENT

1. The City's Educational Reimbursement Policy will apply to all full-time employees. If a Department Head does not approve a request, the employee may submit the request to the Assistant City Manager/Personnel Director for reconsideration. If the Assistant City Manager approves the request, it will be submitted to the City Manager who will then have the final authorization to approve or deny the request. If the Assistant City Manager does not approve

the request, the employee will not be eligible for the education reimbursement.

2. All permanent job sharing employees who are employed on a year-round basis shall receive a pro-rated educational pay benefit.
3. **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.

16(d) EDUCATION INCENTIVE

Employee's who are laid off and rehired at a lower classification and/or reclassified to a lower classification in which they received the education incentive will be eligible to receive that education incentive upon reclassification. Employees who have not received an education incentive as of July 1, 1997, will not qualify for the incentive.

17. LAYOFF AND REHIRE PROCEDURES

17(a) LAYOFF PROCEDURES

Layoffs shall occur according to Rule 14.2 of the City's Personnel Rules and Regulations.

17(b) REHIRE PROCEDURES

The names of permanent employees who have been laid off due to reduction in work force shall be placed on an appropriate layoff re-employment list according to the date of separation and shall be eligible for re-employment. Such re-employment shall comply with the following guidelines:

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2008-2011 Memorandum of Understanding

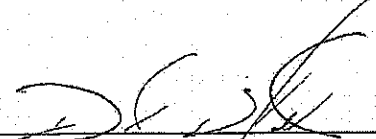
- The last employee laid off will be the first employee on the list with the other eligible employees following in sequential order thereafter.
- Said list shall be continued for one (1) year after the date of layoff.

18. RATIFICATION AND EXECUTION

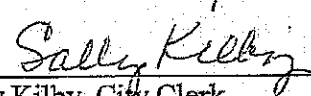
The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on the 15th day of April 2009.

CITY OF SOUTH PASADENA

ATTEST

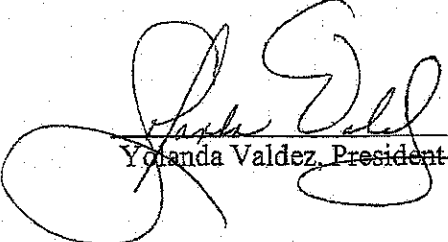


David Sifuentes, Mayor

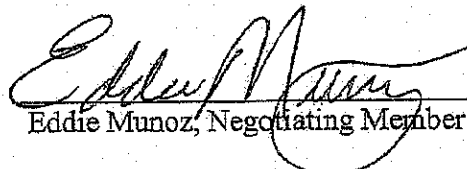


Sally Kilby, City Clerk

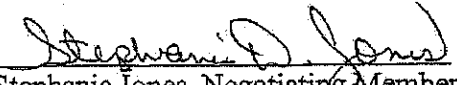
SOUTH PASADENA PUBLIC SERVICE EMPLOYEES ASSOCIATION



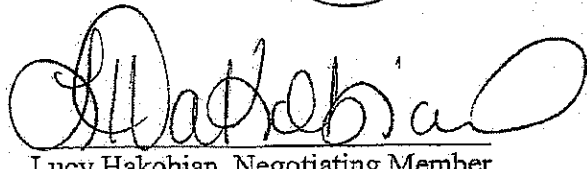
Yolanda Valdez, President



Eddie Munoz, Negotiating Member



Stephanie Jones, Negotiating Member



Lucy Hakobian, Negotiating Member

Public Service Employees' Association MOU

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Appendix A
PSEA Salary Schedule

	Range	A	B	C	D	E
Senior Planner		\$ 5,322	\$ 5,588	\$ 5,867	\$ 6,160	\$ 6,468
Associate Civil Engineer		\$ 4,853	\$ 5,095	\$ 5,350	\$ 5,617	\$ 5,898
Associate Planner		\$ 4,757	\$ 4,994	\$ 5,244	\$ 5,506	\$ 5,782
Water System / Treatment Supervisor		\$ 4,554	\$ 4,781	\$ 5,021	\$ 5,272	\$ 5,535
Public Works Assistant		\$ 4,491	\$ 4,716	\$ 4,952	\$ 5,199	\$ 5,459
Senior Librarian	80	\$ 4,464	\$ 4,687	\$ 4,921	\$ 5,167	\$ 5,426
Water Distribution Supervisor	80	\$ 4,464	\$ 4,687	\$ 4,921	\$ 5,167	\$ 5,426
Assistant Planner		\$ 4,315	\$ 4,530	\$ 4,757	\$ 4,995	\$ 5,245
Grants Analyst		\$ 4,315	\$ 4,530	\$ 4,757	\$ 4,995	\$ 5,245
Administrative Analyst		\$ 4,315	\$ 4,530	\$ 4,757	\$ 4,995	\$ 5,245
Facilities Supervisor		\$ 4,259	\$ 4,472	\$ 4,696	\$ 4,930	\$ 5,177
Parks Supervisor	76	\$ 4,223	\$ 4,434	\$ 4,655	\$ 4,888	\$ 5,133
Street Supervisor	76	\$ 4,223	\$ 4,434	\$ 4,655	\$ 4,888	\$ 5,133
Senior Electrician	75	\$ 3,945	\$ 4,143	\$ 4,350	\$ 4,567	\$ 4,796
Utility Billing Coordinator	74	\$ 3,849	\$ 4,041	\$ 4,244	\$ 4,456	\$ 4,679
Deputy City Clerk	74	\$ 3,849	\$ 4,041	\$ 4,244	\$ 4,456	\$ 4,679
Librarian	73	\$ 3,756	\$ 3,944	\$ 4,141	\$ 4,348	\$ 4,566
Electrician		\$ 3,743	\$ 3,930	\$ 4,127	\$ 4,333	\$ 4,550
Building Maintenance Worker	72	\$ 3,662	\$ 3,845	\$ 4,037	\$ 4,239	\$ 4,451
Film Liaison		\$ 3,605	\$ 3,785	\$ 3,974	\$ 4,173	\$ 4,382
Community Improvement Coordinator	71	\$ 3,574	\$ 3,753	\$ 3,940	\$ 4,137	\$ 4,344
Engineering Aide	70	\$ 3,488	\$ 3,663	\$ 3,846	\$ 4,038	\$ 4,240
Administrative Secretary	69	\$ 3,404	\$ 3,574	\$ 3,753	\$ 3,941	\$ 4,138
Water Production/Treatment Operator	69	\$ 3,404	\$ 3,574	\$ 3,753	\$ 3,941	\$ 4,138
Community Services Coordinator	68	\$ 3,318	\$ 3,484	\$ 3,659	\$ 3,842	\$ 4,034
Library Technical Assistant	68	\$ 3,318	\$ 3,484	\$ 3,659	\$ 3,842	\$ 4,034
Senior Water Utility Worker		\$ 3,260	\$ 3,423	\$ 3,594	\$ 3,773	\$ 3,962
Senior Maintenance Worker	67	\$ 3,238	\$ 3,400	\$ 3,570	\$ 3,748	\$ 3,935
Accounting Technician	67	\$ 3,238	\$ 3,400	\$ 3,570	\$ 3,748	\$ 3,935
Senior Account Clerk	64	\$ 3,007	\$ 3,158	\$ 3,316	\$ 3,482	\$ 3,656
Secretary	64	\$ 3,007	\$ 3,158	\$ 3,316	\$ 3,482	\$ 3,656
Water Utility Worker II		\$ 2,983	\$ 3,132	\$ 3,289	\$ 3,453	\$ 3,626
Maintenance Worker II	63	\$ 2,935	\$ 3,082	\$ 3,236	\$ 3,398	\$ 3,568
Account Clerk	62	\$ 2,864	\$ 3,007	\$ 3,158	\$ 3,316	\$ 3,481
Water Utility Worker I	61	\$ 2,793	\$ 2,933	\$ 3,079	\$ 3,233	\$ 3,395
Maintenance Worker I	61	\$ 2,793	\$ 2,933	\$ 3,079	\$ 3,233	\$ 3,395
Library Clerk II		\$ 2,671	\$ 2,804	\$ 2,944	\$ 3,092	\$ 3,246
Transportation Driver	59	\$ 2,658	\$ 2,791	\$ 2,930	\$ 3,077	\$ 3,231
Library Clerk I	55	\$ 2,414	\$ 2,535	\$ 2,662	\$ 2,795	\$ 2,934

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Appendix A
PSEA Salary Schedule

	Range	A	B	C	D	E
Senior Planner		\$ 5,481	\$ 5,755	\$ 6,043	\$ 6,345	\$ 6,662
Associate Civil Engineer		\$ 4,998	\$ 5,248	\$ 5,510	\$ 5,786	\$ 6,075
Associate Planner		\$ 4,899	\$ 5,144	\$ 5,401	\$ 5,671	\$ 5,955
Water System / Treatment Supervisor		\$ 4,690	\$ 4,925	\$ 5,171	\$ 5,430	\$ 5,701
Public Works Assistant		\$ 4,626	\$ 4,857	\$ 5,100	\$ 5,355	\$ 5,623
Senior Librarian	80	\$ 4,598	\$ 4,827	\$ 5,069	\$ 5,322	\$ 5,588
Water Distribution Supervisor	80	\$ 4,598	\$ 4,827	\$ 5,069	\$ 5,322	\$ 5,588
Assistant Planner		\$ 4,444	\$ 4,666	\$ 4,900	\$ 5,145	\$ 5,402
Grants Analyst		\$ 4,444	\$ 4,666	\$ 4,900	\$ 5,145	\$ 5,402
Administrative Analyst		\$ 4,444	\$ 4,666	\$ 4,900	\$ 5,145	\$ 5,402
Facilities Supervisor		\$ 4,387	\$ 4,606	\$ 4,837	\$ 5,078	\$ 5,332
Parks Supervisor	76	\$ 4,349	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,287
Street Supervisor	76	\$ 4,349	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,287
Senior Electrician	75	\$ 4,064	\$ 4,267	\$ 4,480	\$ 4,704	\$ 4,939
Utility Billing Coordinator	74	\$ 3,964	\$ 4,163	\$ 4,371	\$ 4,589	\$ 4,819
Deputy City Clerk	74	\$ 3,964	\$ 4,163	\$ 4,371	\$ 4,589	\$ 4,819
Librarian	73	\$ 3,869	\$ 4,062	\$ 4,265	\$ 4,479	\$ 4,702
Electrician		\$ 3,855	\$ 4,048	\$ 4,250	\$ 4,463	\$ 4,686
Building Maintenance Worker	72	\$ 3,772	\$ 3,960	\$ 4,159	\$ 4,366	\$ 4,585
Film Liaison		\$ 3,713	\$ 3,899	\$ 4,094	\$ 4,298	\$ 4,513
Community Improvement Coordinator	71	\$ 3,681	\$ 3,865	\$ 4,059	\$ 4,262	\$ 4,475
Engineering Aide	70	\$ 3,593	\$ 3,773	\$ 3,961	\$ 4,159	\$ 4,367
Administrative Secretary	69	\$ 3,506	\$ 3,682	\$ 3,866	\$ 4,059	\$ 4,262
Water Production/Treatment Operator	69	\$ 3,506	\$ 3,682	\$ 3,866	\$ 4,059	\$ 4,262
Community Services Coordinator	68	\$ 3,418	\$ 3,589	\$ 3,768	\$ 3,957	\$ 4,155
Library Technical Assistant	68	\$ 3,418	\$ 3,589	\$ 3,768	\$ 3,957	\$ 4,155
Senior Water Utility Worker		\$ 3,357	\$ 3,525	\$ 3,701	\$ 3,887	\$ 4,081
Senior Maintenance Worker	67	\$ 3,335	\$ 3,502	\$ 3,677	\$ 3,861	\$ 4,054
Accounting Technician	67	\$ 3,335	\$ 3,502	\$ 3,677	\$ 3,861	\$ 4,054
Senior Account Clerk	64	\$ 3,098	\$ 3,253	\$ 3,415	\$ 3,586	\$ 3,765
Secretary	64	\$ 3,098	\$ 3,253	\$ 3,415	\$ 3,586	\$ 3,765
Water Utility Worker II		\$ 3,073	\$ 3,226	\$ 3,388	\$ 3,557	\$ 3,735
Maintenance Worker II	63	\$ 3,023	\$ 3,174	\$ 3,333	\$ 3,500	\$ 3,675
Account Clerk	62	\$ 2,950	\$ 3,097	\$ 3,252	\$ 3,415	\$ 3,586
Water Utility Worker I	61	\$ 2,877	\$ 3,021	\$ 3,172	\$ 3,330	\$ 3,497
Maintenance Worker I	61	\$ 2,877	\$ 3,021	\$ 3,172	\$ 3,330	\$ 3,497
Library Clerk II		\$ 2,751	\$ 2,888	\$ 3,033	\$ 3,184	\$ 3,344
Transportation Driver	59	\$ 2,738	\$ 2,875	\$ 3,018	\$ 3,169	\$ 3,328
Library Clerk I	55	\$ 2,487	\$ 2,611	\$ 2,741	\$ 2,879	\$ 3,022

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Appendix A
PSEA Salary Schedule

	Range	A	B	C	D	E
Senior Planner		\$ 5,646	\$ 5,928	\$ 6,224	\$ 6,536	\$ 6,862
Associate Civil Engineer		\$ 5,148	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258
Associate Planner		\$ 5,046	\$ 5,299	\$ 5,563	\$ 5,842	\$ 6,134
Water System / Treatment Supervisor		\$ 4,831	\$ 5,073	\$ 5,326	\$ 5,593	\$ 5,872
Public Works Assistant		\$ 4,765	\$ 5,003	\$ 5,253	\$ 5,516	\$ 5,792
Senior Librarian	80	\$ 4,736	\$ 4,972	\$ 5,221	\$ 5,482	\$ 5,756
Water Distribution Supervisor	80	\$ 4,736	\$ 4,972	\$ 5,221	\$ 5,482	\$ 5,756
Assistant Planner		\$ 4,577	\$ 4,806	\$ 5,047	\$ 5,299	\$ 5,564
Grants Analyst		\$ 4,577	\$ 4,806	\$ 5,047	\$ 5,299	\$ 5,564
Administrative Analyst		\$ 4,577	\$ 4,806	\$ 5,047	\$ 5,299	\$ 5,564
Facilities Supervisor		\$ 4,518	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492
Parks Supervisor	76	\$ 4,480	\$ 4,704	\$ 4,939	\$ 5,186	\$ 5,445
Street Supervisor	76	\$ 4,480	\$ 4,704	\$ 4,939	\$ 5,186	\$ 5,445
Senior Electrician	75	\$ 4,186	\$ 4,395	\$ 4,615	\$ 4,845	\$ 5,088
Utility Billing Coordinator	74	\$ 4,083	\$ 4,288	\$ 4,502	\$ 4,727	\$ 4,963
Deputy City Clerk	74	\$ 4,083	\$ 4,288	\$ 4,502	\$ 4,727	\$ 4,963
Librarian	73	\$ 3,985	\$ 4,184	\$ 4,393	\$ 4,613	\$ 4,844
Electrician		\$ 3,971	\$ 4,170	\$ 4,378	\$ 4,597	\$ 4,827
Building Maintenance Worker	72	\$ 3,885	\$ 4,079	\$ 4,283	\$ 4,497	\$ 4,722
Film Liaison		\$ 3,824	\$ 4,016	\$ 4,216	\$ 4,427	\$ 4,649
Community Improvement Coordinator	71	\$ 3,792	\$ 3,981	\$ 4,180	\$ 4,389	\$ 4,609
Engineering Aide	70	\$ 3,701	\$ 3,886	\$ 4,080	\$ 4,284	\$ 4,498
Administrative Secretary	69	\$ 3,611	\$ 3,792	\$ 3,982	\$ 4,181	\$ 4,390
Water Production/Treatment Operator	69	\$ 3,611	\$ 3,792	\$ 3,982	\$ 4,181	\$ 4,390
Community Services Coordinator	68	\$ 3,521	\$ 3,697	\$ 3,881	\$ 4,076	\$ 4,279
Library Technical Assistant	68	\$ 3,521	\$ 3,697	\$ 3,881	\$ 4,076	\$ 4,279
Senior Water Utility Worker		\$ 3,458	\$ 3,631	\$ 3,812	\$ 4,003	\$ 4,203
Senior Maintenance Worker	67	\$ 3,435	\$ 3,607	\$ 3,787	\$ 3,976	\$ 4,175
Accounting Technician	67	\$ 3,435	\$ 3,607	\$ 3,787	\$ 3,976	\$ 4,175
Senior Account Clerk	64	\$ 3,191	\$ 3,350	\$ 3,518	\$ 3,694	\$ 3,878
Secretary	64	\$ 3,191	\$ 3,350	\$ 3,518	\$ 3,694	\$ 3,878
Water Utility Worker II		\$ 3,165	\$ 3,323	\$ 3,489	\$ 3,664	\$ 3,847
Maintenance Worker II	63	\$ 3,114	\$ 3,270	\$ 3,433	\$ 3,605	\$ 3,785
Account Clerk	62	\$ 3,038	\$ 3,190	\$ 3,350	\$ 3,517	\$ 3,693
Water Utility Worker I	61	\$ 2,963	\$ 3,111	\$ 3,267	\$ 3,430	\$ 3,602
Maintenance Worker I	61	\$ 2,963	\$ 3,111	\$ 3,267	\$ 3,430	\$ 3,602
Library Clerk II		\$ 2,833	\$ 2,975	\$ 3,124	\$ 3,280	\$ 3,444
Transportation Driver	59	\$ 2,820	\$ 2,961	\$ 3,109	\$ 3,264	\$ 3,427
Library Clerk I	55	\$ 2,561	\$ 2,689	\$ 2,824	\$ 2,965	\$ 3,113