RESOLUTION NO. 7846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ADOPTING AN UPDATED HOURLY SALARY SCHEDULE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA PART-TIME PUBLIC SERVICE EMPLOYEES' ASSOCIATION

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

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

WHEREAS, on January 17, 2024, the City Council adopted a Resolution adopting the Part-Time Public Service Employees Association Memorandum of Understanding ("MOU"), which included as an attachment the Hourly Salary Schedule, and,

WHEREAS, the Hourly Salary Schedule requires updating to reflect the accurate hourly wages for the Library Aide I position only.

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

SECTION 1. The updated Part-Time Public Service Employees Association Hourly Salary Schedule that reflects the accurate hourly wages for the Library Aide I position attached to this Resolution as Exhibit A, is hereby approved and adopted.

SECTION 2. The Management Services Director shall replace the Hourly Salary Schedule in the MOU with the Hourly Salary Schedule set forth in Exhibit A.

SECTION 3. The City Clerk of the City of South Pasadena shall certify 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.

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PASSED, APPROVED AND ADOPTED ON this 20th day March, 2024.

Mayor Evelyn G. Zhelmer

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

(seal)

Roxanne Diaz, 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 20th day of March 2024, by the following vote:

AYES:

Braun, Cacciotti, Donovan, Primuth, Mayor Zneimer

NOES:

None.

ABSENT:

None.

ABSTAIN:

None.

Mark Perez, Deputy City Clerk

(seal)

EXHIBIT A

APPENDIX B

Part-Time Public Service Employees Association Hourly Salary Schedule

Effective January 17, 2024 (retroactive to October 9, 2023)

	Α	В	С	D	E
Principal Management Analyst	\$49.21	\$51.67	\$54.25	\$56.97	\$59.82
Senior Management Analyst	\$40.19	\$42.20	\$44.31	\$46.52	\$48.85
Management Analyst	\$34.75	\$36.50	\$38.32	\$40.23	\$42.24
Community Services Coordinator	\$30.91	\$32.46	\$34.07	\$35.78	\$37.57
Management Assistant	\$29.93	\$31.43	\$33.00	\$34.65	\$36.39
Reference Librarian	\$32.75	\$34.38	\$36.10	\$37.91	\$39.81
Librarian	\$32.75	\$34.38	\$36.10	\$37.91	\$39.81
Management Aide	\$26.87	\$28.21	\$29.63	\$31.11	\$32.66
Program Specialist	\$26.87	\$28.21	\$29.63	\$31.11	\$32.66
Film Liaison	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83
Management Intern (Incumbent)	\$23.92	\$25.11	\$26.37	\$27.69	\$29.07
Management Intern (hired after 11/05/14)	\$23.92	\$25.11	\$26.37	12 10 10	BIST
Fire Prevention Specialist	\$23.20	\$24.36	\$25.57	\$26.85	\$28.19
Recreation Camp Director	\$23.20	\$24.36	\$25.57	\$26.85	\$28.19
Maintenance Assistant	\$22.09	\$23.20	\$24.36	\$25.57	\$26.85
Lead Transportation Driver	\$22.09	\$23.20	\$24.36	\$25.57	\$26.85
Transportation Driver	\$20.41	\$21.43	\$22.51	\$23.63	\$24.81
Recreation Leader	\$17.60	\$18.48	\$19.41	\$20.37	\$21.39
Site Manager	\$17.60	\$18.48	\$19.41	\$20.37	\$21.39
Typist Clerk II	\$17.17	\$18.03	\$18.93	\$19.88	\$20.87
Parking Control Aide	\$17.01	\$17.86	\$18.75	\$19.68	\$20.67
Intern (Incumbent)	\$16.84	\$17.69	\$18.57	\$19.50	\$20.47
Intern (hired after 11/05/14)	\$16.84	\$17.69	\$18.57		A bearings
Typist Clerk I	\$16.22	\$17.04	\$17.88	\$18.78	\$19.71
Police Cadet	\$16.62	\$17.46	\$18.32	\$19.24	\$20.20
Accounting Clerk	\$16.60	\$17.43	\$18.30	\$19.22	\$20.18
Library Aide II	\$16.45	\$17.27	\$18.14	\$19.04	\$20.00
Library Aide I	\$16.00	\$16.80	\$17.63	\$18.52	\$19.44
High School Intern Incumbent)	\$16.00	\$16.80	\$17.63	\$18.52	\$19.44
High School Intern (hired 11/5/14)	\$16.00	\$16.80	\$17.63	12071	

Part-Time Public Service Employees Association Hourly Salary Schedule Effective first full pay period in July 2024 (2%)

	Α	В	С	D	Е
Principal Management Analyst	\$50.20	\$52.70	\$55.34	\$58.11	\$61.01
Senior Management Analyst	\$40.99	\$43.04	\$45.19	\$47.45	\$49.83
Management Analyst	\$35.45	\$37.23	\$39.09	\$41.03	\$43.08
Community Services Coordinator	\$31.53	\$33.10	\$34.75	\$36.50	\$38.33
Management Assistant	\$30.53	\$32.05	\$33.66	\$35.34	\$37.12
Reference Librarian	\$33.41	\$35.07	\$36.82	\$38.67	\$40.61
Librarian	\$33.41	\$35.07	\$36.82	\$38.67	\$40.61
Management Aide	\$27.41	\$28.77	\$30.22	\$31.73	\$33.31
Program Specialist	\$27.41	\$28.78	\$30.22	\$31.73	\$33.31
Film Liaison	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55
Management Intern (Incumbent)	\$24.39	\$25.61	\$26.90	\$28.24	\$29.65
Management Intern (hired after 11/05/14)	\$24.39	\$25.61	\$26.90		
Fire Prevention Specialist	\$23.66	\$24.85	\$26.09	\$27.39	\$28.75
Recreation Camp Director	\$23.66	\$24.85	\$26.09	\$27.39	\$28.75
Maintenance Assistant	\$22.54	\$23.66	\$24.85	\$26.08	\$27.39
Lead Transportation Driver	\$22.54	\$23.66	\$24.85	\$26.09	\$27.39
Transportation Driver	\$20.82	\$21.86	\$22.96	\$24.10	\$25.31
Recreation Leader	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82
Site Manager	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82
Typist Clerk II	\$17.51	\$18.39	\$19.31	\$20.28	\$21.29
Parking Control Aide	\$17.35	\$18.22	\$19.12	\$20.08	\$21.09
Intern (Incumbent)	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88
Intern (hired after 11/05/14)	\$17.18	\$18.04	\$18.94		
Typist Clerk I	\$16.55	\$17.38	\$18.24	\$19.15	\$20.11
Police Cadet	\$16.96	\$17.81	\$18.69	\$19.63	\$20.60
Accounting Clerk	\$16.94	\$17.78	\$18.67	\$19.60	\$20.58
Library Aide II	\$16.78	\$17.62	\$18.50	\$19.43	\$20.39
Library Aide I	\$16.32	\$17.14	\$17.98	\$18.89	\$19.52
High School Intern Incumbent)	\$16.32	\$17.14	\$17.98	\$18.89	\$19.52
High School Intern (hired 11/5/14)	\$16.32	\$17.14	\$17.98	WALLE .	

RESOLUTION NO. 7840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ADOPTING A MEMORANDUM OF UNDERSTANDIN BETWEEN THE CITY OF SOUTH PASADENA PART-TIME PUBLIC SERVICE EMPLOYEES ASSOCIATION SUPERSEDING RESOLUTION NO. 7625

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

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

WHEREAS, the City's negotiating team met and conferred with the South Pasadena Part-Time Public Service Employees Association (PT-PSEA) representatives on numerous occasions to discuss the terms and conditions of employment; and

WHEREAS, the City and the PT-PSEA 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. As agreed upon by the PT-PSEA, the City will extend the same across-the-board salary increases as the Public Service Employees' Association (PSEA) for all PT-PSEA classifications.

SECTION 2. In accordance with State of California Minimum Wage Order, effective January 1, 2024, the hourly salary scales for the following shall be adjusted and updated to meet the requirements of the Minimum Wage Order and to address any compaction issues for classifications belonging within a series.

SECTION 3. As agreed upon by the PT-PSEA, the new pay rate and first salary scheduled attached hereto (Appendix B of Exhibit A – PT-SPEA Hourly Salary Schedule) shall be effective the first pay period following ratification.

SECTION 3. Exhibit A is approved and adopted by the City Council of the City of South Pasadena.

SECTION 4. The City Clerk of the City of South Pasadena shall certify 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 January, 2024.

Evelyn G. Zneimer, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

(seal)

Roxanne Diaz, 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 January 2024, by the following vote:

AYES:

Cacciotti, Donovan, Primuth, Mayor Zneimer

NOES:

None

ABSENT:

Braun

ABSTAIN:

None

Mark Perez, Deputy City Clerk

(seal)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

between the

PART-TIME PUBLIC SERVICE EMPLOYEES' ASSOCIATION (PT-PSEA)

and the

CITY
of
SOUTH PASADENA

2023-2025

EFFECTIVE JANUARY 17, 2024 - JUNE 30, 2025

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1. CLASSIFICATIONS REPRESENTED

The wages, hours, and conditions of employment are set forth in this Memorandum of Understanding (hereinafter called "MOU") shall apply to all the employees of the City of South Pasadena working part-time in the classifications set forth in Appendix "A." Limited-term, temporary and extra help positions are unrepresented employees, not covered by PT-PSFA.

The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between City of South Pasadena officials and the Part-Time Public Service Employees Association (PT-PSEA) representative(s). Upon ratification of the terms of this MOU by PT-PSEA and the incorporation in full of all terms and conditions of employment as set forth herein in a resolution of the South Pasadena City Council, all the terms and conditions of this MOU so incorporated shall become effective without any further action by either party.

2. PT-PSEA RECOGNITION

The PT-PSEA is the recognized bargaining representative formally acknowledged as such by the City of South Pasadena for all part-time employees in the job classifications listed in Appendix "A" to this MOU.

3. PT-PSEA ORGANIZATION

- (A) PT-PSEA representatives are those elected or appointed in accordance with the Constitution and Bylaws of PT-PSEA. The PT-PSEA agrees to provide the City a copy of the PT-PSEA bylaws and Constitution (if applicable).
 - (1) The PT-PSEA shall notify the City Management Representative, in writing, of the names and job class titles of its officers, employee representatives, and other representatives each time an election is held or new appointments are made.
 - (2) An employee elected or appointed as an officer or employee representative of PT-PSEA shall be required to work full-time in their respective job class and shall not interrupt the work of other employees.
- (B) Officers and representatives (subject to the provisions of 3(A)(2)) of PT-PSEA shall be permitted to visit employee work locations for the purpose of observing conditions under which employees are working, provided such visit shall not interrupt the work of such employees, interfere with the normal operations of the department, or with established safety requirements.
 - (1) Such officers and representatives shall not enter any work location without the knowledge of the Department Head, Division Head, or other appropriate supervisor and City Management Representative.

- (2) Solicitation of membership and all activities concerned with the internal management of PT-PSEA, such as collecting dues, holding membership meetings, preparation of petitions or grievance material, preparation of proposals, campaigning for office, conducting elections, and distributing literature shall not be conducted during working hours.
- (C) In the event that PT-PSEA is formally meeting and conferring with representatives of CITY OF SOUTH PASADENA on matters within the scope of representation during regular City business hours, a reasonable number of officers, employee representatives, or other officials of PT-PSEA shall be allowed reasonable time off without loss of compensation or other benefits.
 - (1) Such officers, employee representatives, and other representatives shall not leave their duties, workstations, or assignments without the knowledge of their appropriate manager or supervisor and City Management Representative.
 - (2) Such meetings are subject to scheduling in a manner consistent with operating needs and work schedules.
- (D) CITY OF SOUTH PASADENA shall allow PT-PSEA to conduct meetings in City facilities.
 - (1) Such meetings shall be scheduled in accordance with the regulations governing use of public meeting rooms at City facilities.

4. GENERAL PROVISIONS

(A) SEVERABILITY

If any Article or Section of this MOU document, or any Addendum thereto, should be held invalid of 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 office or tribunal, the remainder of this document 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.

(B) EFFECT

It is understood and agreed that this 2019-2023 MOU document 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 document shall become immediately effective. If the City Council fails to approve in full without modification, then this document shall become null and void.

5. ASSOCIATION RIGHTS

(A) MONTHLY CHANGE OF STATUS REPORT

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

(B) NEW EMPLOYEE INFORMATION

The City shall provide each new employee eligible for Association in 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.

(C) DUES AND BENEFITS DEDUCTIONS

- 1. The City shall 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. The City shall remit such funds to the Association within 30 days following the deduction. The Association shall send the City's Human Resources Department a certified list of all individuals who have agreed to membership in the Association and the amount of dues the employee authorized to be deducted. The Association shall maintain the original dues authorizations forms and shall present them to the City on request, including when there is a dispute regarding the employee's membership status and/or authorization to deduct dues. The Association shall promptly send an updated certified list as members are added or withdraw from membership.
- 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.

6. MANAGEMENT RIGHTS

(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, city code, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City pursuant to Government Code Section 3500 et seq. These rights include, but are not limited to:

- 1. The exclusive right to determine the mission of its constituent departments, commissions, boards and manage the City.
- To determine the necessity, organization, and standards to implement any service or activity conducted by the City and set standards and levels of service.
- 3. To recruit, select, hire, evaluate, promote, and discipline, and 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, without 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.
- 19. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.
- 20. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
- (b) The exercise by the City of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules, Memoranda of Understanding, and Administrative Policies. Except in 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 members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer on terms and conditions of employment and meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU document or in the Personnel Rules and Salary resolutions or Administrative Policies. By agreeing to meet and confer with the Association as to the impacts of the exercise of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

(c) Management Generalist Series

- The parties have agreed to a part-time management generalist series, to be within the part-time unit and represented by PSEA, comprised of the following classifications: Management Aide, Management Assistant, Management Analyst, Senior Management Analyst and Principal Management Analyst.
- City has the management right to promote any employee holding a PSEA PTrepresented Management Generalist position to a position outside of PSEA PTrepresented bargaining unit within the full-time Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.

- 3. City will not promote a PSEA PT-represented employee to any position within the Part Time Management Generalist series or to the full-time Management Generalist series without the employee's consent.
- City will respect and honor the decision of any PSEA PT-represented employee who does not want to promote to any position within either the part-time or fulltime Management Generalist Series.
- 5. As with all other part time positions, positions within the part time Management Generalist series are subject to the City's "Part Time Hours Policy."
- 6. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA PT-represented employee to any position within the full-time of part-time Management Generalist series.
- 7. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA PT-represented employee to any position within full-time or part-time Management Generalist series.

7. GRIEVANCES

DEFINITION OF GRIEVANCE

A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding, any supplemental agreements and personnel rules and regulations. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.

City Personnel Rules 13.2, Steps 1 and 2 only, shall be applicable to part-time unit members. This means that part-time unit members shall be authorized to pursue a grievance through meetings with the immediate Supervisor and the Department Head, with the Department Head (and not the City Manager) issuing a final and binding grievance determination that shall not be subject to any further administrative appeal.

8. MEAL AND REST PERIODS

After completion of five consecutive hours of work during a designated shift, each such affected employee shall be provided a thirty-minute, unpaid meal break. In addition, at the conclusion of each four (4) consecutive hour period of work during a single designated shift, the affected employee shall be provided a ten-minute paid rest period. Use of either or both meal and rest periods shall be subject to prior approval by the employee's supervisor. Although use of the time shall not be unreasonably withheld, the parties agree that the needs of the City shall prevail over those of the employee in determining whether or not to grant the meal or rest period. Denial of a meal or rest period shall not be subject to the grievance procedure or to any other form of challenge.

9. CONDUCT OF ASSOCIATION BUSINESS

PT-PSEA representatives shall be prohibited from engaging in Association-related business during scheduled hours of work, unless prior written authorization to do so is provided by a supervisor. Reasonable requests for such leave time shall be accommodated, consistent with City needs taking priority. This section does not impact the statutory leave time provided to unit members while literally involved in the meet and confer process.

The type of "Association Business" for which leave time may be granted, is confined to existing grievance-related investigations, preparation meetings, and meetings with a supervisor and/or department head. However, "Association Business" leave time shall not be paid by the City (unlike paid statutory leave time for the meet and confer process) and shall be capped at a maximum of one hour for each scheduled workshift unless otherwise approved in writing by the employee's supervisor.

10. SERVICE RECOGNITION

Service Pins and certificates will be given to all part-time employees upon the completion of every five years of service to the City.

11. PARTICIPATION IN 457 PLAN

Association members will be eligible to participate in the City's 457 plan, subject to the City's rules, procedures and policies governing that program, for so long as the City elects to maintain such a program. Participation in the City's 457 program shall be cost neutral to the City. Any cost associated with association members' participation in the 457 program will be the responsibility of the association member.

12. PARTICIPATION IN OPTIONAL SUPPLEMENTAL INSURANCE PLAN

Association members will be eligible to participate in the City's Optional Supplemental Insurance Plan, subject to the City's rules, procedures and policies governing that program, for so long as the City elects to maintain such a program. Participation in the City's Optional Supplemental Insurance Plan program shall be cost neutral to the City. Any cost associated with association members' participation in the Optional Supplemental Insurance Plan program will be the responsibility of the association member.

13. COMPENSATION

City Management shall be responsible for recommending wages, rates, and salary schedules for each job class in Appendix "A." Wages for the various classifications shall be set forth in Appendix "B" attached to this MOU and by this reference made a part thereof.

Effective beginning with the first full pay period starting after ratification by the City Council, the salary schedule will reflect an increase of three percent (3%), retroactive to October 9, 2023 and an increase of two percent (2%), that will be effective the first full pay period in July 2024 and set forth in Appendix "B" shall be applicable. Appendix "B" will align the PT-PSEA salary schedules to that of full-time employees in the same classification.

For the remaining term of the contract, the City agrees that, if, during the term of this MOU, the Public Service Employees' Association (PSEA), is given an across-the-board increase, then the City will extend the same across-the-board salary increase to PT-PSEA represented employees on the same terms and the same effective date. The Parties agree that this "Me Too Clause" will sunset at the end effective DATE, and will not be included in the subsequent successor MOU. This Me-Too Clause shall not apply to any compensation increase that are for specific classifications or a result of reclassification(s) unless agreed upon by the City.

Employees shall be paid at least the California minimum wage.

14. REOPENERS

(A) AFFORDABLE CARE ACT

The City and PT-PSEA agreed to a Part-Time Hours Policy, as follows:

- (a) Category 1: All Part Time Employees in the Transit Division of the Community Services Department: All part time employees in the Transit Division of the Community Services Department, including the positions of Lead Transportation Driver, Transit Assistant, Transportation Coordinator and Transportation Driver, shall be restricted to working no more than 28 hours per week and no more than 112 hours per calendar month.
- (b) Category 2: All Part Time Employees Hired On or After July 1, 2013 Not in Category 1: All part time employees hired on or after July 1, 2013 who are not in Category 1 shall be restricted to working no more than 18 hours per week, no more than 72 hours per calendar month, and no more than 936 hours per fiscal year. This category also applies to all part-time employees who are not in Category 1 and who are not enrolled in CalPERS as of July 1, 2013.
- (c) Category 3: Part Time Employees Enrolled in CalPERS as of July 1, 2013: All part time employees enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 28 hours per week and no more than 112 hours per calendar month.

In addition, the City Manager reserves the right to allow additional classifications not listed in the above categories to work up to 28 hours per week and no more than 112 hours per a calendar month.

(B) 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 fiscal year:

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

(C) PERSONNEL RULES

During the term of this MOU, the 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.

15. SICK LEAVE

The City shall conform with the California Healthy Families Act of 2014. Employees shall receive 40 hours of paid sick leave on July 1 of each year. Unused sick leave shall not carry over to the following fiscal year. At no time, will sick leave exceed 40 hours per year.

(A) USE OF SICK LEAVE

Though employees may accumulate 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 the use of a large amount of sick leave. Accumulated sick leave may only be used for scheduled shifts and may be used for the following:

- 1. Employee's own illness, or for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee.
- 2. The employee may use up to 40 hours of accrued but unsaved sick leave per year for the following purposes:
 - (a) 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.

(B) 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 requests approval for the use of four (4) hours or more of sick leave for a single doctor's appointment.
- 2. The employee has a history or pattern of misuse or overuse of sick leave, or if the sick leave usage is higher than the average use. Examples of such misuse and overuse include, but are not limited to:
 - (a) Use of sick leave on a Monday, Friday, or in conjunction with Sundays, holidays, floating holidays, flex days, and vacations.
 - (b) Frequent late arrival to or early departure from work for medical or dental appointments.
 - (c) Frequent medical or dental appointments.
- 3. The employee has been sent three (3) or more workdays or used forty (40) hours of sick leave, whichever is greater, that involves the illness of the employee or family member in a calendar year.

16. PEACEFUL PERFORMANCE OF CITY SERVICES

For the life of the Agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Association shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions.

This Section shall not be interpreted to limit an employee's statutory or constitutional rights.

17. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by the PT-PSEA 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 January, 2024.

PART-TIME SOUTH PASADENA PUBLIC SERVICE EMPLOYEES ASSOCIATION (PT-PSEA)

Logan How, President

CITY OF SOUTH PASADENA

velyn Zneimer, Mayor

Arminé Chaparyan, City Manager

APPENDIX A

Represented Classifications

Principal Management Analyst

Senior Management Analyst

Management Analyst

Community Services Coordinator

Management Assistant

Reference Librarian

Librarian

Management Aide

Program Specialist

Film Liaison

Management Intern (Incumbent)

Management Intern (hired after 11/5/14)

Fire Prevention Specialist

Recreation Camp Director

Maintenance Assistant

Lead Transportation Driver

Transportation Driver

Recreation Leader

Site Manager

Typist Clerk II

Parking Control Aide

Intern (Incumbent)

Intern (hired after 11/5/14)

Typist Clerk I

Police Cadet

Accounting Clerk

Library Aide II

Library Aide I

High School Intern (Incumbent)

High School Intern (hired after 11/5/14)

APPENDIX B

Part-Time Public Service Employees Association Hourly Salary Schedule

Effective January 17, 2024 (retroactive to October 9, 2023)

	Α	В	С	D	Е
Principal Management Analyst	\$49.21	\$51.67	\$54.25	\$56.97	\$59.82
Senior Management Analyst	\$40.19	\$42.20	\$44.31	\$46.52	\$48.85
Management Analyst	\$34.75	\$36.50	\$38.32	\$40.23	\$42.24
Community Services Coordinator	\$30.91	\$32.46	\$34.07	\$35.78	\$37.57
Management Assistant	\$29.93	\$31.43	\$33.00	\$34.65	\$36.39
Reference Librarian	\$32.75	\$34.38	\$36.10	\$37.91	\$39.81
Librarian	\$32.75	\$34.38	\$36.10	\$37.91	\$39.81
Management Aide	\$26.87	\$28.21	\$29.63	\$31.11	\$32.66
Program Specialist	\$26.87	\$28.21	\$29.63	\$31.11	\$32.66
Film Liaison	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83
Management Intern (Incumbent)	\$23.92	\$25.11	\$26.37	\$27.69	\$29.07
Management Intern (hired after 11/05/14)	\$23.92	\$25.11	\$26.37		
Fire Prevention Specialist	\$23.20	\$24.36	\$25.57	\$26.85	\$28.19
Recreation Camp Director	\$23.20	\$24.36	\$25.57	\$26.85	\$28.19
Maintenance Assistant	\$22.09	\$23.20	\$24.36	\$25.57	\$26.85
Lead Transportation Driver	\$22.09	\$23.20	\$24.36	\$25.57	\$26.85
Transportation Driver	\$20.41	\$21.43	\$22.51	\$23.63	\$24.81
Recreation Leader	\$17.60	\$18.48	\$19.41	\$20.37	\$21.39
Site Manager	\$17.60	\$18.48	\$19.41	\$20.37	\$21.39
Typist Clerk II	\$17.17	\$18.03	\$18.93	\$19.88	\$20.87
Parking Control Aide	\$17.01	\$17.86	\$18.75	\$19.68	\$20.67
Intern (Incumbent)	\$16.84	\$17.69	\$18.57	\$19.50	\$20.47
Intern (hired after 11/05/14)	\$16.84	\$17.69	\$18.57		
Typist Clerk I	\$16.22	\$17.04	\$17.88	\$18.78	\$19.71
Police Cadet	\$16.62	\$17.46	\$18.32	\$19.24	\$20.20
Accounting Clerk	\$16.60	\$17.43	\$18.30	\$19.22	\$20.18
Library Aide II	\$16.45	\$17.27	\$18.14	\$19.04	\$20.00
Library Aide I	\$16.22	\$17.04	\$17.88	\$18.78	\$19.71
High School Intern Incumbent)	\$16.00	\$16.80	\$17.63	\$18.52	\$19.44
High School Intern (hired 11/5/14)	\$16.00	\$16.80	\$17.63	mm 5 5000	Water Street

Part-Time Public Service Employees Association Hourly Salary Schedule Effective first full pay period in July 2024 (2%)

	Α	В	С	D	Е
Principal Management Analyst	\$50.20	\$52.70	\$55.34	\$58.11	\$61.01
Senior Management Analyst	\$40.99	\$43.04	\$45.19	\$47.45	\$49.83
Management Analyst	\$35.45	\$37.23	\$39.09	\$41.03	\$43.08
Community Services Coordinator	\$31.53	\$33.10	\$34.75	\$36.50	\$38.33
Management Assistant	\$30.53	\$32.05	\$33.66	\$35.34	\$37.12
Reference Librarian	\$33.41	\$35.07	\$36.82	\$38.67	\$40.61
Librarian	\$33.41	\$35.07	\$36.82	\$38.67	\$40.61
Management Aide	\$27.41	\$28.77	\$30.22	\$31.73	\$33.31
Program Specialist	\$27.41	\$28.78	\$30.22	\$31.73	\$33.31
Film Liaison	\$30.07	\$31.57	\$33.15	\$34.81	\$36.55
Management Intern (Incumbent)	\$24.39	\$25.61	\$26.90	\$28.24	\$29.65
Management Intern (hired after 11/05/14)	\$24.39	\$25.61	\$26.90	THE STATE OF	
Fire Prevention Specialist	\$23.66	\$24.85	\$26.09	\$27.39	\$28.75
Recreation Camp Director	\$23.66	\$24.85	\$26.09	\$27.39	\$28.75
Maintenance Assistant	\$22.54	\$23.66	\$24.85	\$26.08	\$27.39
Lead Transportation Driver	\$22.54	\$23.66	\$24.85	\$26.09	\$27.39
Transportation Driver	\$20.82	\$21.86	\$22.96	\$24.10	\$25.31
Recreation Leader	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82
Site Manager	\$17.95	\$18.85	\$19.79	\$20.78	\$21.82
Typist Clerk II	\$17.51	\$18.39	\$19.31	\$20.28	\$21.29
Parking Control Aide	\$17.35	\$18.22	\$19.12	\$20.08	\$21.09
Intern (Incumbent)	\$17.18	\$18.04	\$18.94	\$19.89	\$20.88
Intern (hired after 11/05/14)	\$17.18	\$18.04	\$18.94	Carrier you	
Typist Clerk I	\$16.55	\$17.38	\$18.24	\$19.15	\$20.11
Police Cadet	\$16.96	\$17.81	\$18.69	\$19.63	\$20.60
Accounting Clerk	\$16.94	\$17.78	\$18.67	\$19.60	\$20.58
Library Aide II	\$16.78	\$17.62	\$18.50	\$19.43	\$20.39
Library Aide I	\$16.55	\$17.38	\$18.24	\$19.15	\$20.11
High School Intern Incumbent)	\$16.32	\$17.14	\$17.98	\$18.89	\$19.52
High School Intern (hired 11/5/14)	\$16.32	\$17.14	\$17.98		