

RESOLUTION NO. 7624

**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, SUPERSEDING RESOLUTION NO. 7527
AND RESOLUTION NO. 7586**

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

WHEREAS, the City and the FFA 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.

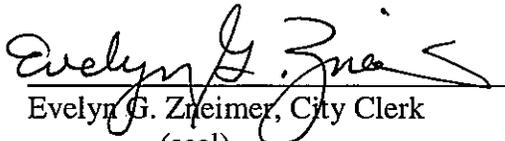
PASSED, APPROVED AND ADOPTED ON this 17th day of July, 2019.

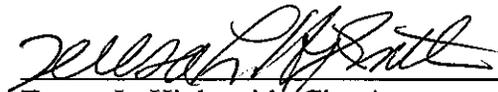


Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Evelyn G. Zneimer, City Clerk
(seal)


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

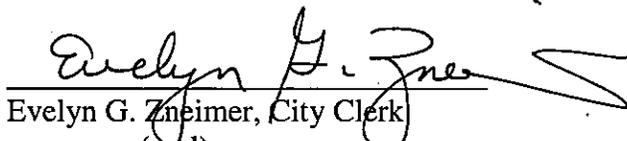

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

AND

PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019-2022

EFFECTIVE JULY 1, 2019 – JUNE 30, 2022

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2019-2022**

TABLE OF CONTENTS

SECTION	PAGE
1 RECOGNIZED REPRESENTATIVES, PARTIES, TERMS AND REOPENERS	5
1(a) Recognized Representatives	5
1(b) Parties	5
1(c) Term of Agreement	5
1(d) Reopeners	5
2. REPRESENTED CLASSIFICATIONS	6
3. GENERAL PROVISIONS	7
3(a) Severability	7
3(b) Effect	7
4. ASSOCIATION RIGHTS	7
4(a) Monthly Change of Status Record	7
4(b) Stewards Training	8
4(c) Stewards Program	8
4(d) Definition of Grievance	9
4(e) Dues and Benefits Deductions	9
5. MANAGEMENT RIGHTS	10
6. COMPENSATION	14
6(a) Salary Schedule Adjustments as of July 1, 2019	14
6(b) Salary Schedules	14
7. HOURS	14
7(a) Overtime	14
7(b) Work Schedules/City Hall/Public Works Yard	15
7(c) Differential Pay for Sunday Hours	16
7(d) Extended Overtime Pay	16
7(e) Winter Holiday Closure	16
8. RETIREMENT	16
8(a) Participation in PERS	16
8(b) Employee's Share	17
8(c) Sick Leave Conversion	17
8(d) Retired Employee's Medical Coverage	17
8(e) Participation in IRS Section 414(H) (2)	18

8(f) PEPRA	18
9. INSURANCE.....	18
9(a) Medical Insurance	18
9(b) Opt Out Provision.....	19
9(c) Dental Coverage	20
9(d) Vision Care.....	20
9(e) Life Insurance	20
9(f) Long Term Disability Benefits	20
9(g) IRS 125 Plan.....	21
10. HOLIDAYS	21
10(a) Recognized Holidays.....	21
10(b) Falling on Scheduled Shifts Off.....	21
10(c) Exceptions	22
11. FLOATING HOLIDAYS	22
11(a) Accrual Rates.....	22
11(b) Maximum Accumulation.....	22
12. VACATION.....	22
12(a) Accrual Rates.....	22
12(b) Maximum Accumulation.....	23
12(c) Use of Vacation	23
12(d) Buy Back	23
13. SICK LEAVE	23
13(a) Accrual Rates.....	23
13(b) Maximum Accumulation.....	23
13(c) Conversion to CalPERS Service Credit	24
13(d) Use of Sick Leave	24
13(e) Verification of Sick Leave.....	24
13(f) Use of Sick Leave by Probationary Employee	24
14. BEREAVEMENT LEAVE.....	25
14(a) Usage	25
14(b) Use of Bereavement Leave	25
15. EMPLOYEE WELLNESS, BALANCE AND PROFESSIONAL DEVELOPMENT	26
16. WORKING CONDITIONS.....	26
16(a) Uniforms.....	26
16(b) Turn-Around Time/Stand-By Time	27
16(c) Performance Evaluation-Based Merit Step Increases	28

17. OTHER BENEFITS	28
17(a) Longevity	28
17(b) Bilingual Pay	28
17(c) Educational Reimbursement	29
17(d) Incentive Pay	29
17(e) W-4 Forms.....	29
18. LAYOFF AND REHIRE PROCEDURES.....	29
18(a) Layoff Procedures	29
18(b) Rehire Procedures	29
19. RATIFICATION AND EXECUTION.....	30
Appendix A: Public Service Employees' Association Monthly Salary Schedule - Effective July 1, 2019	
Appendix B: Public Service Employees' Association Monthly Salary Schedule - Effective January 1, 2020 (If the sales tax measure scheduled for the November 2019 election is passed by the electorate)	
Appendix C: Public Service Employees' Association Monthly Salary Schedule- Effective July 1, 2020 (If the sales tax measure scheduled for the November 2019 election is passed by the electorate)	
Appendix D: Public Service Employees' Association Monthly Salary Schedule - Effective July 1, 2021 (If the sales tax measure scheduled for the November 2019 election is passed by the electorate)	

1. RECOGNIZED REPRESENTATIVES, PARTIES, TERMS AND REOPENERS

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA PUBLIC SERVICE EMPLOYEES' ASSOCIATION (Association) as the exclusive representative for all employees identified in Section 2, "Represented Classifications"

1(b) PARTIES

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 the "City", and the South Pasadena Public Service Employees' Association pursuant to Government Code Section 3500 et. seq.

1(c) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2019 and shall continue in full force until June 30, 2022.

1(d) REOPENERS

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:

- 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 by the City Council to implement this Section a. 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.

**PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS
RESOLUTION/ORDINANCE REOPENER:**

During the term of this MOU, the parties agree that 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.

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

HEALTHCARE REOPENER

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.

2. REPRESENTED CLASSIFICATIONS

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

Account Clerk	Maintenance Worker I
Accountant	Maintenance Worker II
Accounting Technician I	Management Aide
Accounting Technician II	Management Analyst
Administrative Secretary	Management Assistant
Assistant Planner	Parks Supervisor
Associate Planner	Program Specialist
Associate Civil Engineer	Public Works Assistant
Building Maintenance Worker	Public Works Inspector
Civil Engineering Assistant	Senior Electrician
Community Improvement Coordinator	Senior Maintenance Worker
Community Services Coordinator	Senior Management Analyst
Deputy City Clerk	Senior Planner
Electrician	Senior Water Utility Worker
Facilities Maintenance Supervisor	Senior Water Production/Treatment Operator
Film Liaison	Street Supervisor
Grants Analyst	Transportation Driver
Librarian	Water Operations Supervisor
Library Associate	Water Conservation Analyst
Library Clerk I	Water Production/Treatment Operator
Library Clerk II	

Library Digital Services Manager
Library Public Services Manager
Library Support Services Manager
Library Technical Assistant

Water Utility Worker I
Water Utility Worker II

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.

4. ASSOCIATION RIGHTS

4(a) MONTHLY CHANGE OF STATUS RECORD

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(b) STEWARDS TRAINING

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

4(c) 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 Human Resources Manager 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 a reasonable amount of 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. Stewards shall give their immediate supervisor reasonable advance notice of the need to take time away from their work for these activities, unless unable to do so because of exigent circumstances.
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 and such time spent shall not constitute hours worked for purposes of calculating overtime.
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(d) 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(e) DUES AND BENEFITS DEDUCTIONS

1. New Employee Orientation. In accordance with AB 119, the City shall notify the Association President and Treasurer by email when a new employee is hired into the bargaining unit, including during new employee onboarding and when a new employee orientation occurs. The President or Treasurer will notify the City's Human Resources Department by email when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The City shall also provide the President and Treasurer with periodic lists of employees in the bargaining unit. The City shall also provide paid release time of one hour for one Association representative to meet with new employees for the purposes of discussing membership in the Association. This meeting shall take place at the end of the new employee orientation.
2. Dues Deductions. The City shall deduct dues on a regular payroll basis from the pay of all Association members. Such deductions shall be authorized in writing on a form approved and provided by the Association for this purpose. The membership cards shall be retained by the Association. The City shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The City shall remit such funds to the Association within thirty (30) days following their deduction. The Association shall update its certified list of members as new members are added or members withdraw, and submit that updated certified list to the City promptly. The City shall only request to see an actual authorization form if there is a dispute about it.
3. Indemnification. In accordance with SB 866, the Association shall indemnify, defend, and hold the City harmless against any liability arising

from any claims, demands, or other action relating to the City's compliance with the terms of this Article.

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 of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and this Memorandum of Understanding. 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 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, 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 the Memorandum of Understanding or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise and of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

5(c) The following incorporates the side letters entered into by the City and Association, which shall continue in effect during the term of this MOU:

1. For the 2012-2014 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about July 23, 2013 and ratified by the City Council by Resolution No. 7311 on August 14, 2013 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

The Management Generalist series of classifications, the first five of which are represented by PSEA (Management Aide, Management Assistant, Management Analyst, Water Conservation Analyst (equivalent to Management Analyst), Senior Management Analyst, and Principal Management Analyst).

City has the management right to promote any employee holding a PSEA-represented position to a position outside of the PSEA-represented bargaining unit within the Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.

City will not promote a PSEA-represented employee to any position within the Management Generalist series position without the employee's consent.

PSEA-represented employees who accept promotion to the unrepresented Principal Management Analyst classification position shall have no "right of return" to their PSEA-represented position. PSEA-represented employees who accept promotion to Management Assistant, Management Analyst or Senior Management Analyst will have those "bumping" rights as set forth in Rule 14 of the City's Personnel Rules and Regulations.

City will respect and honor the decision of any PSEA-represented employee who does not want to promote to any position within the Management Generalist Series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA-represented employee to any position within the Management Generalist series.

PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA-represented employee to any position within the Management Generalist series.

2. For the 2014-2017 MOU, the side letter recognizes that the parties agree that the substance of the side letter executed by them on or about September 7, 2016 and ratified by the City Council by Resolution No. 7479 on September 21, 2016 is incorporated into the appropriate sections of this MOU where warranted. Changes set forth in the side letter included, but were not necessarily limited to:

Revising the job description and salary schedule for the Program Specialist classification, reclassifying an existing Program Specialist position in the Recreation Division, and reclassifying a Program Specialist position in the Transit Division to the Management Aide classification;

Reorganization of the City's Transit Division to reflect the elimination of the Community Services Coordinator position from the Transit Division;

Revising the job description and salary schedule for the Community Services Coordinator classification and reclassification of existing

Community Services Coordinator to new classification and salary schedule;

Revising the job description for the Transportation Driver classification;

Revising the job description for the Associate Planner and Senior Planner classifications and creation of a "Planner" classification series, consisting of the Assistant Planner, Associate Planner and Senior Planner classifications; and

Eliminating the Human Resources Technician classification and reclassifying it to the Management Assistant classification.

- 5(d) For the 2017-2019 MOU, in order to implement the changes approved by the South Pasadena Library Board of Trustees and City Council in the 2016 South Pasadena Public Library Operations Plan, the following changes and reclassifications set forth shall be agreed to for the term of the 2017-2019 MOU:

The parties agree that:

1. A new classification of Library Public Services and Support Services Manager shall be created;
2. The Senior Librarian classification shall be eliminated;
3. Two current employees in the Senior Librarian classification shall be reclassified as Library Public Services and Support Services Managers;
4. One vacant Senior Librarian position shall be reclassified to Library Digital Services Manager;
5. The Librarian classification job description shall be revised; and
6. A new classification of Library Associate shall be created.

- 5(e) Furthermore, also regarding the July 1, 2017-June 30, 2019 MOU, the parties agreed to the following:

The City may enter into a contract with HdL to perform business license and related functions for the City. The City may also abolish the Senior Account Clerk classification and layoff the current employees serving in that classification.

The City may enter into a contract with ADP to perform payroll and related functions for the City. The City may also abolish the Payroll Coordinator classification and layoff the current employee serving in that classification.

The following classifications were created:

Accounting Technician I,
Accounting Technician II; and
Accountant.

6. COMPENSATION

6(a) SALARY SCHEDULE ADJUSTMENTS AS OF JULY 1, 2019

Salaries shall be stated in Appendix A titled "July 1, 2019 PSEA FT Salary Schedule".

6(b) SALARY SCHEDULES

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

1. Effective January 1, 2020, the salaries shall be as stated in Appendix B, titled "January 1, 2020 PSEA FT Salary Schedule";
2. Effective July 1, 2020, the salaries shall be as stated in Appendix C, titled "July 1, 2020 PSEA FT Salary Schedule", which reflects a 2% increase over Appendix B; and
3. Effective July 1, 2021, the salaries shall be as stated in Appendix D, titled "July 1, 2021 PSEA FT Salary Schedule", which reflects 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.

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). However, the City shall not use these hours twice to calculate overtime.
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 between January 1, and November 30. During December, overtime worked will be paid as a cash payment with payroll.

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 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.
5. 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: impact of the CTO use on overtime expenditures and on operational needs of the impacted City Department.
6. Beginning January 1, 2020, CTO may not be cashed out at the employee's discretion. Beginning January 1, 2020 , any CTO accrued between January 1 through November 30, that was not used for time off, shall be paid in cash with payroll in December. CTO balances as of December 31, 2019 will not be cashed out and are available to be used as time off.

7(b) WORK SCHEDULES/CITY HALL/PUBLIC WORKS YARD

Employees working at City Hall and the Public Works Yard 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/Public Works is adequately staffed. The employee's supervisor shall determine the lunch break schedule.

The City will transition to a 4/10 schedule, with Friday being the day off, starting with City Hall and to the extent possible, for all classifications by December 31, 2019.

During this transition, for all employees not assigned to City Hall, the City will meet and confer with the Association prior to making schedule changes. The City is not waiving any management rights it has related to changing employee work schedules with regard to schedule changes unrelated to this transition.

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.

7(e) WINTER HOLIDAY CLOSURE

City Hall shall close each year from December 25 to January 1. Each unit employee shall receive three additional days off with pay during that period, in addition to December 25 and January 1. If a recognized holiday (December 25 and/or January 1) falls on a Saturday, the employee shall receive the prior Friday as a day off with pay. If that Friday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months. If the recognized holiday (December 25 and/or January 1) falls on a Sunday, the employee shall receive the following Monday as a day off with pay. If that Monday is the employee's regular day off, the employee will receive a floating holiday to use within the following 12 months. That floating holiday is not subject to cash out, nor can it be rolled over beyond the initial 12 months.

If the recognized holiday (December 25 and/or January 1) falls on the employee's regular day off, the employee will receive either: 1) in the case of a regularly scheduled Monday off, then Tuesday will be given off with pay; or 2) in the case of a regularly scheduled Friday off, then Thursday will be given off with pay.

Applicable to Public Works Water Division Operations Only: If any employee is required to work during the holiday closure, they will receive a floating holiday for each day they work. The floating holiday will be subject to the rules described in this subsection.

8. RETIREMENT (SUBJECT TO AB 340 LANGUAGE BELOW)

8(a) PARTICIPATION IN PERS

For "classic members", (i.e., employees who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), the City agrees to participate in the California Public Employees' Retirement System,

2%@55 plan and to provide a “single highest year” benefit (Section 20042 of the *Government Code*)

8(b) EMPLOYEE’S SHARE

Effective July 1, 2013, all classic members shall pay 100% of the statutorily required member contribution.

8(c) SICK LEAVE CONVERSION

The City has contracted for the benefit of sick leave conversion pursuant to Section 20965 of the California Government Code.

8(d) RETIRED EMPLOYEE’S MEDICAL COVERAGE

As regards unit employees hired on or after the date of City Council adoption of the 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, 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 required by Section 22892. As regards all unit employees employed by the City prior to City Council adoption of the 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, 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.

Effective July 1, 2020, the City shall modify its resolution filed with CalPERS to set the City’s equal contribution for Association employees and annuitants at the minimum amount required under Government Code section 22892, which amount may be changed annually by CalPERS. For retirees who currently qualify as annuitants and currently participate in a CalPERS retiree medical plan, and for all employees hired on or before June 30, 2020 who later retire from the City and qualify as an annuitant and participate in a CalPERS retiree medical plan, the City will make the statutory minimum contribution directly to CalPERS. The City will make a separate contribution to a Health Reimbursement Account (“HRA”) in the retiree’s name for the difference between the Government Code section 22892 monthly minimum contribution for that year and \$625. However, the HRA contribution shall not be more than necessary to pay, in conjunction with the City’s payment directly to CalPERS, the premium for the CalPERS health insurance plan selected by the retiree.

For employees hired on or after July 1, 2020, who retire from the City, qualify as an annuitant and choose to participate in a CalPERS health insurance plan as a retiree, the City shall make a contribution to CalPERS equal to the statutory

minimum under Government Code section 22892 for that year. No HRA contribution will be made for these retirees.

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

The City has adopted a resolution implementing IRS Section 414(h)(2) . 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.

8(f) PEPRA

AB 340 (the California Public Employees' Pension Reform Act of 2013, ("PEPRA")) as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of the 2014-17 MOU. 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 predating.

"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)

"New members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required retirement formula (2% @ 62) (Government Code section 7522.20(a). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months (Government Code section 7522.32(a)).

9. INSURANCE

9(a) MEDICAL INSURANCE

The employer contribution for 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 and the amounts set forth below, shall be provided to unit members by means of an IRS approved cafeteria plan.

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

Beginning July 1, 2020, the City’s monthly contributions shall be the minimum amount mandated by Government Code section 22892 as it may from time to time change. The difference between the statutory minimum and the amounts set forth below shall be provided to unit members by means of an IRS approved cafeteria plan, depending on the level of coverage selected:

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

For employee only coverage, the additional \$200 per month represents a maximum contribution made only if needed to pay for the employee’s chosen medical insurance plan coverage, and may not be used as any form of cash in lieu.

9(b) OPT OUT PROVISION

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 of the coverage, and complies with the opt out provisions outlined above, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received.

9(c) DENTAL COVERAGE

The City agrees to provide \$75.00 per month for employee and dependent dental coverage. The dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(d) 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. The vision fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(e) LIFE INSURANCE

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

9(f) 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 - Once an employee has exhausted all other recognized forms of leave and has been placed on long-term disability, the City will continue to make the contributions toward insurance as set forth under Section 9(a) above 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 Section 9(a) above during the approved extension.
4. Benefits Effective Date - it is agreed that 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(g) IRS 125 PLAN

The City has implemented 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 4Independence 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 ThanksgivingSubstitute for Admission's Day
11. December 25Christmas Day

Employees shall be compensated for recognized holidays based on the number of hours they were scheduled to work on that 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.

3. During the winter holiday closure, the procedure set forth in Section 7(e) of this MOU shall apply.

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 holiday hours per fiscal year.

Employees working a 4/10 schedule shall receive 30 floating holiday hours.

11(b) MAXIMUM ACCUMULATION

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

12. VACATION

12(a) ACCRUAL RATES

Employees shall accrue vacation as follows:

YEARS OF SERVICE (COMPLETED)	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

12(b) MAXIMUM ACCUMULATION

Employees shall not accumulate more than 2 years' worth of vacation. The two year total is based on the current bi-weekly accrual rate, times 52 payrolls. A freeze on vacation accrual will be implemented when an employee reaches the 2-year maximum limit. In such case, vacation shall not be earned or accrued.

12(c) USE OF VACATION

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

12(d) BUY BACK

The City agrees to annually purchase, at the member's option, eighty (80) hours of vacation time at base salary.

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. Beginning December 2020, cashed out hours will be paid in December of each year.

13. SICK LEAVE

13(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. Employees will continue to accrue sick leave while on paid sick leave.

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) 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(d) 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, or for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee.**
- (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:

- 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.
- 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.

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 (4) 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.
- (3) The employee has been absent three (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 in a calendar year:

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 first ninety (90) days of employment, but after that time, may use sick leave during the remainder of the probationary period in the same manner as non-probationary employees . Such use shall be subject to all rules and regulations governing the use of sick leave. However, probationary employees shall not be allowed to participate in the above SICK LEAVE INCENTIVE. This section does not apply to promotional probationary employees, who may use sick leave in the same manner as non-probationary employees.

14. BEREAVMENT LEAVE

14(a) USAGE

Employees shall receive three (3) days of paid Bereavement Leave each fiscal year.

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 preparation and/or attendance of services 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.

15 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 wellness; 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.

16. WORKING CONDITIONS

16(a) 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 Public Works 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.
 - 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 Public Works 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 Public Works Superintendent for reimbursement.

16(b) 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 a daily stipend of \$ 20.00 per day for stand-by time
 - 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.

- d. Stand-by time is only for the time there are no other city workers schedule to work within a particular division. An employee is not entitled to stand-by time on his/her Fridays off when working a 9/80 schedule and other city employees are working an eight (8) hour day.

16(c) 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.

17. OTHER BENEFITS

17(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.

17(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).

17(c) EDUCATIONAL REIMBURSEMENT

There shall be no tuition reimbursement.

17(d) INCENTIVE PAY

The City encourages all the water utility operations and sewage collection/treatment employees to obtain state and federal certifications to deliver quality services to City residents. All employees obtaining higher certifications other than what is the minimum required for their job classifications shall be compensated two and a half (2.5%) percent of their base monthly salary for each additional certification, up to maximum of five (5%) percent of their base salary for more than one additional certification. All the additional water certifications shall be issued by California State Water Resources Control Board (SWRCB), previously administered by California Department of Public Health Services (CDPHS), American Water Works Association (AWWA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification. All the wastewater collection and treatment certifications shall be issued by California State Water Resources Control Board (CSWRCB), California Water Environmental Association (CWEA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification.

17(e) W-4 FORMS

Employees may change their W-4 form.

18. LAYOFF AND REHIRE PROCEDURES

18(a) LAYOFF PROCEDURES

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

18(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:

- 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.

19. RATIFICATION AND IMPLEMENTATION

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 this 17th day of July, 2019.

**SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION**

CITY OF SOUTH PASADENA



Luis Bardales, President



Marina Khubesrian, M.D., Mayor



Anthony Kim, Vice President



Stephanie DeWolfe, City Manager

APPENDIX A

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Accountant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Accounting Technician I	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician II	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Administrative Secretary	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Assistant Planner	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Associate Civil Engineer	\$ 6,092	\$ 6,397	\$ 6,717	\$ 7,052	\$ 7,405
Associate Planner	\$ 5,681	\$ 5,965	\$ 6,264	\$ 6,577	\$ 6,906
Building Maintenance Worker	\$ 4,374	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317
Civil Engineering Assistant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Community Improvement Coordinator	\$ 4,269	\$ 4,482	\$ 4,706	\$ 4,942	\$ 5,189
Community Services Coordinator	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Deputy City Clerk	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Electrician	\$ 4,575	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561
Facilities Maintenance Supervisor	\$ 5,587	\$ 5,866	\$ 6,160	\$ 6,468	\$ 6,791
Film Liaison	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Grants Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Librarian	\$ 4,825	\$ 5,066	\$ 5,320	\$ 5,586	\$ 5,865
Library Associate	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Library Clerk I	\$ 2,883	\$ 3,028	\$ 3,179	\$ 3,338	\$ 3,505
Library Clerk II	\$ 3,286	\$ 3,450	\$ 3,623	\$ 3,804	\$ 3,994
Library Digital Services Manager	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Library Public Services Manager	\$ 5,987	\$ 6,286	\$ 6,600	\$ 6,930	\$ 7,277
Library Support Services Manager	\$ 5,987	\$ 6,286	\$ 6,600	\$ 6,930	\$ 7,277
Library Technical Assistant	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,818
Maintenance Worker I	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055
Maintenance Worker II	\$ 3,622	\$ 3,803	\$ 3,994	\$ 4,193	\$ 4,403
Management Aide	\$ 3,959	\$ 4,157	\$ 4,365	\$ 4,583	\$ 4,812
Management Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Management Assistant	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279
Parks Supervisor	\$ 5,259	\$ 5,522	\$ 5,798	\$ 6,088	\$ 6,392
Program Specialist	\$ 3,959	\$ 4,157	\$ 4,365	\$ 4,583	\$ 4,812
Public Works Assistant	\$ 5,364	\$ 5,633	\$ 5,914	\$ 6,210	\$ 6,521
Public Works Inspector	\$ 5,027	\$ 5,278	\$ 5,542	\$ 5,819	\$ 6,110
Senior Electrician	\$ 4,666	\$ 4,899	\$ 5,144	\$ 5,401	\$ 5,672
Senior Maintenance Worker	\$ 4,313	\$ 4,529	\$ 4,755	\$ 4,992	\$ 5,242
Senior Management Analyst	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597
Senior Planner	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Senior Water Production/Treatment Operator	\$ 4,471	\$ 4,694	\$ 4,929	\$ 5,175	\$ 5,434
Senior Water Utility Worker	\$ 4,321	\$ 4,537	\$ 4,764	\$ 5,002	\$ 5,252
Street Supervisor	\$ 5,232	\$ 5,493	\$ 5,768	\$ 6,057	\$ 6,360
Transportation Driver	\$ 3,175	\$ 3,333	\$ 3,500	\$ 3,675	\$ 3,859
Water Conservation Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Water Operations Supervisor	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Water Production/Treatment Operator	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Water Utility Worker I	\$ 3,516	\$ 3,691	\$ 3,876	\$ 4,070	\$ 4,274
Water Utility Worker II	\$ 3,895	\$ 4,090	\$ 4,294	\$ 4,509	\$ 4,734

Effective July 1, 2019 – *If sales tax 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

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Accountant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Accounting Technician I	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician II	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Administrative Secretary	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Assistant Planner	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Associate Civil Engineer	\$ 6,431	\$ 6,753	\$ 7,090	\$ 7,445	\$ 7,817
Associate Planner	\$ 5,714	\$ 6,000	\$ 6,300	\$ 6,615	\$ 6,945
Building Maintenance Worker	\$ 4,374	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317
Civil Engineering Assistant	\$ 5,439	\$ 5,711	\$ 5,996	\$ 6,296	\$ 6,611
Community Improvement Coordinator	\$ 4,477	\$ 4,701	\$ 4,936	\$ 5,183	\$ 5,442
Community Services Coordinator	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Deputy City Clerk	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Electrician	\$ 4,829	\$ 5,070	\$ 5,324	\$ 5,590	\$ 5,870
Facilities Maintenance Supervisor	\$ 5,898	\$ 6,193	\$ 6,502	\$ 6,828	\$ 7,169
Film Liaison	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Grants Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Librarian	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,191
Library Associate	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Library Clerk I	\$ 2,995	\$ 3,145	\$ 3,302	\$ 3,467	\$ 3,640
Library Clerk II	\$ 3,469	\$ 3,643	\$ 3,825	\$ 4,016	\$ 4,217
Library Digital Services Manager	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Library Public Services Manager	\$ 6,320	\$ 6,636	\$ 6,968	\$ 7,316	\$ 7,682
Library Support Services Manager	\$ 6,320	\$ 6,636	\$ 6,968	\$ 7,316	\$ 7,682
Library Technical Assistant	\$ 4,149	\$ 4,356	\$ 4,574	\$ 4,803	\$ 5,043
Maintenance Worker I	\$ 3,509	\$ 3,685	\$ 3,869	\$ 4,062	\$ 4,265
Maintenance Worker II	\$ 3,822	\$ 4,013	\$ 4,213	\$ 4,424	\$ 4,646
Management Aide	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Management Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Management Assistant	\$ 4,585	\$ 4,814	\$ 5,055	\$ 5,308	\$ 5,573
Parks Supervisor	\$ 5,551	\$ 5,828	\$ 6,120	\$ 6,426	\$ 6,747
Program Specialist	\$ 4,179	\$ 4,388	\$ 4,608	\$ 4,838	\$ 5,080
Public Works Assistant	\$ 5,364	\$ 5,633	\$ 5,914	\$ 6,210	\$ 6,521
Public Works Inspector	\$ 5,306	\$ 5,571	\$ 5,850	\$ 6,142	\$ 6,449
Senior Electrician	\$ 5,167	\$ 5,425	\$ 5,696	\$ 5,981	\$ 6,281
Senior Maintenance Worker	\$ 4,554	\$ 4,782	\$ 5,021	\$ 5,272	\$ 5,535
Senior Management Analyst	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597
Senior Planner	\$ 6,650	\$ 6,982	\$ 7,332	\$ 7,698	\$ 8,083
Senior Water Production/Treatment Operator	\$ 4,617	\$ 4,848	\$ 5,090	\$ 5,345	\$ 5,612
Senior Water Utility Worker	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279	\$ 5,543
Street Supervisor	\$ 5,611	\$ 5,891	\$ 6,186	\$ 6,495	\$ 6,714
Transportation Driver	\$ 3,175	\$ 3,333	\$ 3,500	\$ 3,675	\$ 3,859
Water Conservation Analyst	\$ 5,406	\$ 5,676	\$ 5,960	\$ 6,258	\$ 6,571
Water Operations Supervisor	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Water Production/Treatment Operator	\$ 4,244	\$ 4,457	\$ 4,679	\$ 4,913	\$ 5,159
Water Utility Worker I	\$ 3,712	\$ 3,898	\$ 4,093	\$ 4,297	\$ 4,512
Water Utility Worker II	\$ 4,111	\$ 4,317	\$ 4,532	\$ 4,759	\$ 4,997

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

APPENDIX C

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,489	\$ 3,664	\$ 3,847	\$ 4,039	\$ 4,241
Accountant	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Accounting Technician I	\$ 3,944	\$ 4,142	\$ 4,349	\$ 4,566	\$ 4,794
Accounting Technician II	\$ 4,380	\$ 4,599	\$ 4,829	\$ 5,070	\$ 5,324
Administrative Secretary	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Assistant Planner	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Associate Civil Engineer	\$ 6,560	\$ 6,888	\$ 7,232	\$ 7,594	\$ 7,973
Associate Planner	\$ 5,829	\$ 6,120	\$ 6,426	\$ 6,747	\$ 7,085
Building Maintenance Worker	\$ 4,461	\$ 4,685	\$ 4,919	\$ 5,165	\$ 5,423
Civil Engineering Assistant	\$ 5,548	\$ 5,825	\$ 6,116	\$ 6,422	\$ 6,743
Community Improvement Coordinator	\$ 4,567	\$ 4,795	\$ 5,035	\$ 5,287	\$ 5,551
Community Services Coordinator	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Deputy City Clerk	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Electrician	\$ 4,925	\$ 5,171	\$ 5,430	\$ 5,701	\$ 5,987
Facilities Maintenance Supervisor	\$ 6,016	\$ 6,317	\$ 6,633	\$ 6,964	\$ 7,312
Film Liaison	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Grants Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Librarian	\$ 5,195	\$ 5,455	\$ 5,728	\$ 6,014	\$ 6,315
Library Associate	\$ 4,147	\$ 4,355	\$ 4,572	\$ 4,801	\$ 5,041
Library Clerk I	\$ 3,055	\$ 3,208	\$ 3,368	\$ 3,537	\$ 3,714
Library Clerk II	\$ 3,539	\$ 3,716	\$ 3,902	\$ 4,097	\$ 4,301
Library Digital Services Manager	\$ 5,256	\$ 5,519	\$ 5,795	\$ 6,085	\$ 6,389
Library Public Services Manager	\$ 6,446	\$ 6,769	\$ 7,107	\$ 7,463	\$ 7,836
Library Support Services Manager	\$ 6,446	\$ 6,769	\$ 7,107	\$ 7,463	\$ 7,836
Library Technical Assistant	\$ 4,232	\$ 4,443	\$ 4,666	\$ 4,899	\$ 5,144
Maintenance Worker I	\$ 3,579	\$ 3,758	\$ 3,946	\$ 4,144	\$ 4,351
Maintenance Worker II	\$ 3,898	\$ 4,093	\$ 4,298	\$ 4,512	\$ 4,738
Management Aide	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Management Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Management Assistant	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Parks Supervisor	\$ 5,662	\$ 5,945	\$ 6,242	\$ 6,554	\$ 6,882
Program Specialist	\$ 4,263	\$ 4,476	\$ 4,700	\$ 4,935	\$ 5,182
Public Works Assistant	\$ 5,471	\$ 5,745	\$ 6,032	\$ 6,334	\$ 6,650
Public Works Inspector	\$ 5,412	\$ 5,682	\$ 5,967	\$ 6,265	\$ 6,578
Senior Electrician	\$ 5,270	\$ 5,534	\$ 5,810	\$ 6,101	\$ 6,406
Senior Maintenance Worker	\$ 4,645	\$ 4,878	\$ 5,122	\$ 5,378	\$ 5,646
Senior Management Analyst	\$ 6,375	\$ 6,694	\$ 7,028	\$ 7,380	\$ 7,749
Senior Planner	\$ 6,783	\$ 7,122	\$ 7,478	\$ 7,852	\$ 8,245
Senior Water Production/Treatment Operator	\$ 4,709	\$ 4,945	\$ 5,192	\$ 5,452	\$ 5,724
Senior Water Utility Worker	\$ 4,651	\$ 4,884	\$ 5,128	\$ 5,385	\$ 5,654
Street Supervisor	\$ 5,723	\$ 6,009	\$ 6,309	\$ 6,625	\$ 6,956
Transportation Driver	\$ 3,239	\$ 3,400	\$ 3,570	\$ 3,749	\$ 3,936
Water Conservation Analyst	\$ 5,514	\$ 5,790	\$ 6,079	\$ 6,383	\$ 6,702
Water Operations Supervisor	\$ 6,483	\$ 6,807	\$ 7,148	\$ 7,505	\$ 7,880
Water Production/Treatment Operator	\$ 4,329	\$ 4,546	\$ 4,773	\$ 5,012	\$ 5,262
Water Utility Worker I	\$ 3,786	\$ 3,976	\$ 4,174	\$ 4,383	\$ 4,602
Water Utility Worker II	\$ 4,193	\$ 4,403	\$ 4,623	\$ 4,854	\$ 5,097

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

APPENDIX D

Public Service Employees' Association Monthly Salary Schedule

	A	B	C	D	E
Account Clerk	\$ 3,559	\$ 3,737	\$ 3,924	\$ 4,120	\$ 4,326
Accountant	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Accounting Technician I	\$ 4,023	\$ 4,224	\$ 4,436	\$ 4,657	\$ 4,890
Accounting Technician II	\$ 4,467	\$ 4,691	\$ 4,925	\$ 5,172	\$ 5,430
Administrative Secretary	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Assistant Planner	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Associate Civil Engineer	\$ 6,691	\$ 7,025	\$ 7,377	\$ 7,746	\$ 8,133
Associate Planner	\$ 5,945	\$ 6,242	\$ 6,555	\$ 6,882	\$ 7,226
Building Maintenance Worker	\$ 4,551	\$ 4,778	\$ 5,017	\$ 5,268	\$ 5,531
Civil Engineering Assistant	\$ 5,659	\$ 5,942	\$ 6,239	\$ 6,551	\$ 6,878
Community Improvement Coordinator	\$ 4,658	\$ 4,891	\$ 5,135	\$ 5,392	\$ 5,662
Community Services Coordinator	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Deputy City Clerk	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Electrician	\$ 5,024	\$ 5,275	\$ 5,539	\$ 5,815	\$ 6,106
Facilities Maintenance Supervisor	\$ 6,136	\$ 6,443	\$ 6,765	\$ 7,103	\$ 7,459
Film Liaison	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Grants Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Librarian	\$ 5,299	\$ 5,564	\$ 5,842	\$ 6,134	\$ 6,441
Library Associate	\$ 4,230	\$ 4,442	\$ 4,664	\$ 4,897	\$ 5,142
Library Clerk I	\$ 3,116	\$ 3,272	\$ 3,436	\$ 3,607	\$ 3,788
Library Clerk II	\$ 3,610	\$ 3,790	\$ 3,980	\$ 4,179	\$ 4,387
Library Digital Services Manager	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,206	\$ 6,517
Library Public Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Support Services Manager	\$ 6,575	\$ 6,904	\$ 7,249	\$ 7,612	\$ 7,992
Library Technical Assistant	\$ 4,317	\$ 4,532	\$ 4,759	\$ 4,997	\$ 5,247
Maintenance Worker I	\$ 3,651	\$ 3,834	\$ 4,025	\$ 4,227	\$ 4,438
Maintenance Worker II	\$ 3,976	\$ 4,175	\$ 4,384	\$ 4,603	\$ 4,833
Management Aide	\$ 4,348	\$ 4,565	\$ 4,793	\$ 5,033	\$ 5,285
Management Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Management Assistant	\$ 4,770	\$ 5,009	\$ 5,259	\$ 5,522	\$ 5,798
Parks Supervisor	\$ 5,775	\$ 6,064	\$ 6,367	\$ 6,685	\$ 7,020
Program Specialist	\$ 4,348	\$ 4,566	\$ 4,794	\$ 5,034	\$ 5,285
Public Works Assistant	\$ 5,581	\$ 5,860	\$ 6,153	\$ 6,460	\$ 6,783
Public Works Inspector	\$ 5,520	\$ 5,796	\$ 6,086	\$ 6,390	\$ 6,710
Senior Electrician	\$ 5,375	\$ 5,644	\$ 5,926	\$ 6,223	\$ 6,534
Senior Maintenance Worker	\$ 4,738	\$ 4,975	\$ 5,224	\$ 5,485	\$ 5,759
Senior Management Analyst	\$ 6,503	\$ 6,828	\$ 7,169	\$ 7,527	\$ 7,904
Senior Planner	\$ 6,919	\$ 7,264	\$ 7,628	\$ 8,009	\$ 8,410
Senior Water Production/Treatment Operator	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561	\$ 5,839
Senior Water Utility Worker	\$ 4,744	\$ 4,982	\$ 5,231	\$ 5,492	\$ 5,767
Street Supervisor	\$ 5,837	\$ 6,129	\$ 6,436	\$ 6,757	\$ 7,095
Transportation Driver	\$ 3,303	\$ 3,468	\$ 3,642	\$ 3,824	\$ 4,015
Water Conservation Analyst	\$ 5,624	\$ 5,906	\$ 6,201	\$ 6,511	\$ 6,836
Water Operations Supervisor	\$ 6,613	\$ 6,943	\$ 7,291	\$ 7,655	\$ 8,038
Water Production/Treatment Operator	\$ 4,416	\$ 4,637	\$ 4,868	\$ 5,112	\$ 5,367
Water Utility Worker I	\$ 3,862	\$ 4,055	\$ 4,258	\$ 4,471	\$ 4,694
Water Utility Worker II	\$ 4,277	\$ 4,491	\$ 4,716	\$ 4,951	\$ 5,199

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