

RESOLUTION NO. 7383

**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 PART TIME UNIT**

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

WHEREAS, the City and the PSEA PT have agreed to the terms included in the attached Memorandum of Understanding (MOU) 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. The following positions shall be added to Section 1, "Classifications Represented" section of the attached MOU:

- Principal Management Analyst
- Senior Management Analyst
- Management Analyst
- Management Assistant
- Management Aide

Additionally, as agreed upon, with the agreement of incumbent employees within the classification of part time Secretary, the classification of part time Secretary shall be retitled to Management Aide.

SECTION 2. As agreed upon by the PSEA PT, the following positions shall be removed from Section 1, "Classifications Represented" section of the MOU as these are classifications that have been identified as vacant and currently not utilized by the City:

Transportation Coordinator
Transit Assistant
Security Monitor
Skate Park Lead Attendant
Skate Park Assistant Attendant
Literacy Publicist
Literacy Assistant

SECTION 3. In accordance with the State of California Minimum Wage Order, effective January 1, 2016, the pay scales for the following classifications 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. As agreed upon by the PSEA PT, the new pay rates (Appendix A of Exhibit A – PSEA PT Salary Schedules) shall be effective December 28, 2015:

Management Intern
Intern
High School Intern
Recreation Leader III
Recreation Leader II
Recreation Leader I
Typist Clerk II
Typist Clerk I
Library Aide II
Library Aide I
Police Cadet
Accounting Clerk
Crossing Guard

SECTION 4. As agreed upon by the PSEA PT, all incumbent part time employees within the classifications of Management Intern, Intern and High School Intern shall continue to have a salary schedule with five steps (Steps A-E). Subsequent to the ratification of this MOU, all individuals who become a Management Intern, Intern or High School Intern shall be eligible for three steps (Steps A-C) only as reflected in Appendix A of Exhibit A. Additionally, as agreed upon, with the agreement of incumbent employees within the classification of Professional Intern, the classification of Professional Intern shall be retitled to Management Intern.

SECTION 5. Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this City Council meeting agenda item.

SECTION 6. The updated, revised and new part time job descriptions listed in Exhibit B – Management Intern, Exhibit C – Intern, and Exhibit D – High School Intern is approved by the City Council.

SECTION 7. This resolution supersedes Resolution Nos. 7265, 7288, and 7341.

SECTION 8. 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 5th day of November, 2014.


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 5th day of November, 2014, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

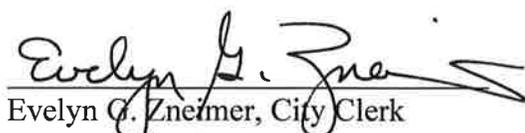

Evelyn G. Zneimer, City Clerk
(seal)

Exhibit A

**CITY
of
SOUTH PASADENA**

**PUBLIC SERVICE EMPLOYEES' ASSOCIATION
(PART TIME UNIT)**

MEMORANDUM OF UNDERSTANDING

2014-2017

CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' PART TIME ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2014-2017

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1. CLASSIFICATIONS REPRESENTED

The City hereby confirms the South Pasadena Public Employees Association Part Time Unit (PSEA PT) is the representative of the part time employees in the classifications listed below:

- | | |
|----------------------------|------------------------------|
| Crossing Guard | Parking Control Aide |
| Film Liaison | Police Cadet |
| Fire Prevention Specialist | Principal Management Analyst |
| High School Intern | Recreation Camp Director |
| Intern Typist Clerk II | Recreation Leader I |
| Lead Transportation Driver | Recreation Leader II |
| Librarian | Recreation Leader III |
| Library Aide II | Reference Librarian |
| Library Aide I | Senior Management Analyst |
| Management Aide | Site Manager |
| Maintenance Assistant | Transportation Driver |
| Management Analyst | Typist Clerk I |
| Management Assistant | Typist Clerk II |
| Management Intern | |

The City acknowledges that the PSEA PT has contracted with the PSEA Full-Time (FT) Unit to provide representation services on all matters governed by the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), the South Pasadena Personnel Rules and applicable rules and regulations.

2. GENERAL PROVISIONS

2(a) SEVERABILITY

If any Article or Section of this 2014-2017 MOU document, 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 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.

2(b) EFFECT

It is understood and agreed that this 2014-2017 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.

3. ASSOCIATION RIGHTS

3(a) MONTHLY CHANGE OF STATUS REPORT

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.

3(b) NEW EMPLOYEE INFORMATION

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

3(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, in writing on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within 30 days following the deduction.
2. Hold Harmless Clause - The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising as a result of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

4. MANAGEMENT RIGHTS

- 4(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.

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- 4(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, and Memoranda 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 this MOU document or in the Personnel Rules and Salary resolutions. 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.
- 4(c) Management Generalist Series
1. 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.
 2. City has the management right to promote any employee holding a PSEA PT-represented Management Generalist position to a position outside of the PSEA PT-represented 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.
 4. 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 full-time Management Generalist Series.
 5. With the agreement of incumbent PSEA PT employees within the classification of part time Secretary, the City will retitle all existing part time Secretary classifications to part time Management Aide.
 6. 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."
 7. 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.

8. 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 the full-time or part-time Management Generalist series.

5. 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.

6. 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 employees' 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.

7. CONDUCT OF ASSOCIATION BUSINESS

Part Time Unit 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 work-shift, unless otherwise approved in writing by the employees' supervisor.

8. 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.

9. 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.

10. COMPENSATION – SALARY SCHEDULE ADJUSTMENT

Effective with the first full pay period after July 1, 2014:

A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2015:

A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2016:

A two percent (2%) base salary increase.

In addition, the salary steps for the classifications of Crossing Guard, High School Intern, Library Aide I and Library Aide II shall be modified as follows (before application of the base salary increase effective in 2014 for the unit):

	A	B	C	D	E
Library Aide II	\$ 9.21	\$ 9.67	\$ 10.15	\$ 10.66	\$ 11.19
Library Aide I	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
Crossing Guard	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
High School Intern	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94

Effective December 28, 2015, the base salaries for the following classifications shall be adjusted to reflect the change in the California minimum wage of \$10.00 per hour

effective January 1, 2016 and accompanying compaction issues: Management Intern, Recreation Leader III, Intern, Typist Clerk II, Recreation Leader II, Recreation Leader I, Police Cadet, Accounting Clerk, Library Aide II, Library Aide I, Typist Clerk I, High School Intern and Crossing Guard. These adjustments are reflected in the salary schedule effective December 28, 2015 attached as part of Appendix "A" to this MOU.

11. REOPENERS

A. AFFORDABLE CARE ACT

The City and PSEA PT 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, Management Intern, Program Specialist, 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.
- 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 month.
- d. **Category 4: Part Time Employees Not in Category 1 and Not Enrolled in CalPERS as of July 1, 2013:** All part time employees who are not in Category 1 and who are not enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 18 hours per week, no more than 72 hours per month, and no more than 936 hours per fiscal year.

In the event that the Affordable Care Act ("ACA") is modified to raise the threshold for "full-time" employment higher than the current 30 hours per week, the City agrees to reopen negotiations with the PSEA Part Time Unit regarding the Part-Time Hours Policy and/or Personnel Rule 16, to allow part time City employees' hours to increase above the current 28 hour per week cap.

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 2014-2015, 2015-2016 or

2016-2017 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 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.

12. INTERNS

There are three Intern positions in this unit: Management Intern, Intern and High School Intern. All Intern positions are intended to be limited term. Except in rare circumstances, Intern positions shall not exceed one year. All incumbent Interns at the time of ratification of this MOU by the City Council shall continue to have a salary schedule with five steps (A-E). All individuals who become any of the three Intern classifications after ratification of this MOU shall be eligible for steps A-C only, as reflected in the Salary Schedules attached as Appendix A to this MOU.

13. 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 ____ day of _____, 2014.

SIGNATURE PAGE TO FOLLOW

**SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION
(PART TIME UNIT)**

CITY OF SOUTH PASADENA

William J Lopez 10-28-14
William Lopez, President Date

Sergio Gonzalez 10-29-14
Sergio Gonzalez, City Manager Date

Curtis Callahan 10-28-14
Curtis Callahan, Treasurer Date

Ralph Royds 10/29/14
Ralph Royds, Labor Representative Date

EXHIBIT B***City of South Pasadena*****MANAGEMENT INTERN
(Part-Time)****Purpose**

Under direct supervision, may provide complex and simple staff assistance to the department on program planning; conduct studies and develop recommendations on methods, procedures and general administrative processes; assists the public in person and on the phones; and other special projects as assigned.

Distinguishing Characteristics

This is a part-time entry-level class within the Management Analyst series.

Examples of Duties

Assist with data analysis, maintenance of administrative files and records, research, report writing, personnel processes and procedures, posting of public notices, and special projects as assigned. May be giving specific tasks depending on which department the employee is assigned to.

Employment Standards**Education/Experience:**

Current enrollment in an accredited university with major coursework in Political Science, Public Administration or a related field. Experience should reflect exposure in the general office field and familiarity with word processing. Junior, Senior or Graduate preferred.

Knowledge of:

Knowledge of Modern office procedures, Public Administration principles and proficient with Microsoft Word, Excel, PowerPoint and Publisher.

Ability to:

Read, write and understand documents; communicate effectively with customers, department personnel, supervisors, and the general public verbally and in writing. Operate standard office equipment, including a computer; attention to detail; establish and maintain working relationships with employees, City officials, and the public.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the job essential functions.

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

Management Intern***Page 2 of 2***

While performing the duties of this job, the employee is occasionally required to stand or sit, walk, use hands and finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee may occasionally be required to climb or balance, stoop, kneel, crouch, or crawl, talk or hear.

The employee may be required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close, distance, color, peripheral, and depth perception vision, and the ability to adjust focus.

Special Requirements:

Possession of a valid Class "C" California Driver's License.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Depending on the department that the employee is assigned the job duties, the employee may occasionally work in outside weather conditions. The employee may occasionally be exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

FLSA Status

Non-exempt

11/5/2014

EXHIBIT C

City of South Pasadena

INTERN
(Part-Time)

Purpose

This is an entry-level position giving incumbents the opportunity to learn office processes, terminology, and equipment. Tasks are, therefore, routine and general in nature, and the employee receives close supervision.

Examples of Duties

Answers and makes telephone calls; acts as receptionist; provides general information to callers and visitors; filing; photocopying; mailing; faxing; designing flyers and brochures, compiling information; and assists as needed.

Employment Standards

Education/Experience:

High School diploma or equivalent required; no experience required.

Knowledge of:

English grammar, spelling, and conversation; simple mathematical computations; Microsoft Office.

Ability to:

Type at a rate of 35 words per minute; Ability to relate tactfully and effectively with the public, employees and volunteers; Ability to learn general clerical work and do detailed work accurately; Ability to follow oral and written directions and establish and maintain cooperative relations with all levels of staff and City officials.

Physical Demands

Ability to coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort; and exert sufficient force to lift, carry, push, pull, or otherwise move objects.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Computer terminal is used on a regular basis.

FLSA Status

Non-exempt

11/5/2014

EXHIBIT D

City of South Pasadena

HIGH SCHOOL INTERN
(Part-Time)

Purpose

This is an entry-level position giving incumbents the opportunity to learn office processes, terminology, and equipment. Tasks are, therefore, routine and general in nature, and employee receives close supervision.

Examples of Duties

Answers and makes telephone calls; acts as receptionist; provides general information to callers and visitors; filing; photocopying; mailing; faxing; compiling information; assists as needed.

Employment Standards

Education/Experience:

Must be at least 16.5 years old; no experience required.

Knowledge of:

English grammar, spelling, and conversation; simple mathematical computations; Microsoft Word and Excel.

Ability to:

Learn general clerical work; follow oral and written directions; establish and maintain cooperative relations with all levels of staff and City officials.

Physical Demands

Ability to coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort; and exert sufficient force to lift, carry, push, pull, or otherwise move objects.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Computer terminal is used on a regular basis.

FLSA Status

Non-exempt

11/5/2014