

**RESOLUTION NO. 2019-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING ANNUAL SALARY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE GENERAL SERVICES UNIT OF THE CITY OF ROSEMEAD**

**WHEREAS**, THE FOLLOWING classifications in the General Service of the City of Rosemead (“City”) are critical to the efficient and effective operations of the City; and

**WHEREAS**, employees in these classifications are non-exempt under the provisions of the Federal Fair Labor Standards Act; and

**WHEREAS**, the City Council desires to establish the compensation levels for classifications in General Service of the City;

NOW, THEREFORE, BE IT RESOLVED that effective beginning July 1, 2019, the City Council amend the existing Memorandum of Understanding to include the salary ranges and benefits for the classifications covered by this Resolution.

**SECTION 1. APPLICABILITY**

Full-time Team Members in the following classifications are covered by this Resolution:

<b>GENERAL SERVICES UNIT</b>	
Accounting Specialist	Human Resources Specialist
Administrative Assistant	Maintenance Worker
Assistant Planner	Maintenance Lead Worker
Civil Engineer Assistant	Office Specialist
Code Enforcement Officer	Public Works Inspector
Facilities Technician	Recreation Coordinator
Housing Project Coordinator	Senior Accounting Specialist

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of July 2019.

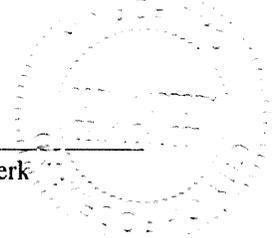
Margaret Clark  
Margaret Clark, Mayor

APPROVED AS TO FORM:

Rachel Richman  
Rachel Richman, City Attorney

ATTEST:

Ericka Hernandez  
Ericka Hernandez, City Clerk



STATE OF CALIFORNIA     )  
COUNTY OF LOS ANGELES ) §  
CITY OF ROSEMEAD        )

I, Ericka Hernandez, City Clerk of the City Council of the City of Rosemead, California, do hereby certify that the foregoing City Council Resolution, No. 2019-36, was duly adopted by the City Council of the City of Rosemead, California, at a regular meeting thereof held on the 23<sup>rd</sup> day of July, 2019, by the following vote, to wit:

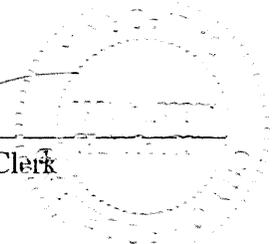
AYES:        ARMENTA, CLARK, DANG, LOW, LY

NOES:        NONE

ABSENT:     NONE

ABSTAIN:    NONE

Ericka Hernandez  
Ericka Hernandez, City Clerk



**THE CITY OF ROSEMEAD**

**AND**

**THE ROSEMEAD EMPLOYEE ASSOCIATION**



**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2018 THROUGH JUNE 30, 2020**

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**ARTICLE 1: PREAMBLE**

It is the purpose of the Memorandum of Understanding (MOU) to promote and provide for harmonious relations, cooperation, and communication between the City and the Rosemead Employee Association. As a result of good faith negotiations between the City and Association representatives, this MOU sets forth the Agreement regarding wages, hours and other terms and conditions of employment for Team Members covered by this Memorandum. This Memorandum provides for an orderly, means of resolving differences which may arise from time to time during its term.

**ARTICLE 2: RECOGNITION & EFFECTIVE DATES**

This MOU is made and entered into between the City of Rosemead, herein referred to as the "City" and the representatives of the Rosemead Team Member Association, herein referred to as the "Association". Full consideration has been given to salaries, Team Member benefits, and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California, said parties agree to this MOU effective July 1, 2018 upon approval of the City Council.

This MOU is effective July 1, 2018 and will continue in effect until June 30, 2020. The Association is officially recognized as the representative body for all full-time General Services Unit Team Members of the City. This MOU represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

Full-time Team Members in the following classifications are covered by this agreement:

General Services	
Accounting Specialist	Human Resources Specialist
Accounting Specialist, Senior	Maintenance Worker
Administrative Assistant	Maintenance Lead Worker
Assistant Planner	Office Specialist
Code Enforcement Officer	Public Safety Coordinator
Facilities Technician	Recreation Coordinator
Housing Project Coordinator	

**ARTICLE 3: CONSTITUTIONALITY**

If any section, subsection, subdivision, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision does not affect the validity of the remaining portion of this MOU.

**ARTICLE 4: IMPLEMENTATION**

This MOU constitutes a mutual recommendation by the parties to the City Council that one or more resolution be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, benefits, and other terms and conditions of employment for the Team Members of the City. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its functions will in no manner be impaired, subordinated, or negated by any provisions of this agreement.

**ARTICLE 5: NON-DISCRIMINATION**

The Association or the City will not discriminate against any Team Member based upon race, religious creed, color, national origin, age (40 and over), ancestry, sexual orientation, sex, gender identity, gender expression, military and veteran status, disability (physical or mental), sexual

orientation, marital status, pregnancy, child birth or related medical condition, genetic information/characteristics, or any other legally protected characteristics.

**ARTICLE 6: TERMS**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this MOU will be effective upon ratification by the City Council effective July 1, 2016 and ending June 30, 2018.

**ARTICLE 7: COMPENSATION SALARY RANGE ADJUSTMENTS BASED ON LABOR MARKET COMPARISONS**

A basic tenet of the compensation system is that the City will not provide annual across-the-board "cost of living adjustments" (COLA). Rather, the City will annually adjust salary ranges to the "target" of 95% of the average prevailing wage rates for similar occupations in the survey cities, provided that the City has the financial budgeted resources to do so. (Salary range adjustments will not result in automatic salary increases for Team Members unless the Team Member's salary rate is below the bottom of the salary range). This target of 95% of the average is based on the professionally recognized principle that a deviation of plus or minus five percent (+/-5%) constitutes a "competitive position" in the labor market. This is particularly true when total compensation and benefit variations are taken into account. Such determinations on salary range adjustments would be made on a classification-by-classification basis as dictated by labor market conditions and the City's ability to pay.

The "target" of 95% of the average prevailing wage rates will be determined by calculating the average (mean) base pay of the survey cities. The selected pay range will then be reduced by five percent (5%) in recognition of the City's rich benefits allowance and the principle that +/-5% of the average constitutes a "competitive" position in the labor market. On a bi-annual basis, the non-benchmark to benchmark linkages will be reviewed. A designated REA member will review the survey of the benchmark classifications for transparency.

If a Team Member's base salary is below the adjusted minimum salary range of his/her classification, his/her salary will be adjusted to the minimum salary range in the range for that classification.

**SURVEY CITIES**

In order to determine the prevailing salary rates in the local labor market, the following survey cities have been selected based on a three-fold set of criteria and rationale: 1) contiguous geographic proximity to Rosemead; 2) full contract city status; and/or a sufficient number of comparable positions. The following cities will be surveyed on a periodic basis for comparison purposes:

Alhambra	La Mirada	Paramount	Temple City
Diamond Bar	La Puente	Pico Rivera	
Duarte	Montebello	San Dimas	
El Monte	Monterey Park	San Gabriel	

**SALARY ADJUSTMENTS WITHIN SALARY RANGE BASED ON JOB PERFORMANCE**

The City's pay-for-performance system allows a Team Member to obtain a percentage merit salary increase consistent with his/her annual performance evaluation. All Team Member salary increases, within the salary range, are based on merit through the annual performance evaluations. Based on the Team Member's performance rating on his/her performance evaluation, a Team Member is eligible for a merit increase. Team Members eligible for a merit increase will be eligible to receive up to a 5% merit increase during the term of this agreement.

Team Member salaries may not exceed the maximum salary range within the respective job classification. Current Team Members whose salaries exceed the maximum salary range for the

job classification will be y-rated (frozen) and will not receive any merit increases until the salary ranges are adjusted based on the labor market survey comparisons.

Effective July 1, 2014, the salary ranges of all positions that are "topped out" or exceed the maximum salary range for the classification will be surveyed on an annual basis. All other classifications will be surveyed bi-annually.

All full-time Team Members are part of the Merit Based Compensation System. All Team Member salary increases, within the salary range, are based on merit through the annual performance evaluations. Based on the Team Member's performance overall rating on the performance evaluation, a Team Member is eligible for a merit increase. The following is the performance rating categories and percentage increases that a Team Member may be eligible for based upon funding for FY2016-2018.

Rating	Overall Performance Rating	Percentage
Unsatisfactory	0.0-2.4	0%
Needs Development	2.5-2.9	0%
Meets Expectations	3.0-3.4	2%
	3.5-3.9	3%
Exceed Expectations	4.0-4.5	4%
Substantially Exceeds Expectations	4.6-5.0	5%

The City will provide for merit increases up to 5% for the FY 2018-2020.

**ARTICLE 8: PERFORMANCE EVALUATION**

All Team Members will receive an annual performance evaluation. The City recognizes the importance of conducting timely evaluations. Supervisors, managers, and department directors must submit and conduct performance evaluations in a timely manner on the date the evaluations are due. Every effort must be made by the supervisors, managers, and department directors to submit timely evaluations. However, the City recognizes that when an emergency or an unforeseen circumstance arises, the expectation is to submit the evaluations as soon as practicable.

Aside from an emergency or an unforeseen circumstance, in the event that a supervisor will not be able to complete an employee performance evaluation report in a timely manner, the supervisor shall notify the department director and request a time extension for completion of the performance evaluation report. An extension of two (2) weeks will be permitted for the supervisor to complete the evaluation. In addition, the supervisor must inform and notify the respective Team Member if the evaluation will not be completed on time.

If a Team Member is out on an extended leave of absence, the performance evaluation will be extended out by the equal amount of time/duration the Team member is out on the leave of absence. An extended leave of absence is defined as thirty (30) days or longer.

A probationary Team Member will receive an interim performance evaluation at six months from the date of hire. Interim performance evaluations are not linked to any merit adjustments or increases.

**ARTICLE 9: HEALTH INSURANCE PROVIDER**

The City contracts with California Public Employees' Retirement System (CalPERS) to serve as the health insurance provider for the City.

**ARTICLE 10: CAFETERIA-STYLE HEALTH, WELFARE, & SAVINGS BENEFIT**

Effective July 1, 2016, the City will provide each full-time Team Member with \$1,700 per month for use towards enrolling in any of the City offered health plans, dental plans, and vision plans.

Any unused remainder can be put into a deferred compensation plan, taken as a taxable cash disbursement, or used for the purchase of any City sponsored insurance, long-term care, or long-term saving program. Team Members can also choose to waive coverage and take the entire benefit as deferred compensation or cash, but must first show proof of group health insurance coverage through an individual, a spouse or family member's coverage through their employer and complete the Voluntary Decline of Health Care Offered under the City of Rosemead Group Plan form.

**ARTICLE 11: CHANGES TO HEALTHCARE LAWS**

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulation including, but not limited to, the Affordable Care Act (ACA), may impact future medical plan offerings. In the event that such reform measures or resulting changes in the ACA altering the healthcare coverage, options, costs or other elements, either party may request to reopen Article 9,10, and 37 regarding medical insurance to meet and confer over any changes to the medical insurance/benefits.

**ARTICLE 12: RETIREMENT HEALTH PLAN**

For all full-time Team Members hired on or before July 1, 2007, who have 20 years or more of service with the City, and who retire from the City, an allocation of up to \$1,000/ month will be given to pay for health care benefits for the duration of their retirement. If the health insurance program selected by the Team Member costs more than \$1,000/month, the City will only cover the first \$1,000/month of the cost of the selected program. Once the Team Member reaches age 65 or becomes eligible for Medicare coverage, the Team Member will transition to Medicare coverage, with the City picking up the remaining cost of health insurance coverage up to a maximum of \$1,000/month.

For all full-time Team Members hired on or before July 1, 2007, who have 12-19 years of service with the City, and who retire from the City, an allocation of up to \$500/month will be given to pay for health care benefits for the duration of their retirement. If the health insurance program selected by the Team Member costs more than \$500/month, the City will only cover the first \$500/month of the cost of the selected program.

The above retirement health contributions will only be in effect for full-time Team Members employed with the City as of July 1, 2007. When Team Member reaches 65 years of age, or becomes eligible for Medicare, said Team Members will transition to Medicare coverage and the City will continue to contribute towards the cost of health care coverage during the duration of the Team Members retirement according to the program as defined in Article 10. Furthermore, it is expressly noted that the retirement health contribution can be used towards health coverage for the Team Member, their spouse, and/or any eligible dependent.

Team Members hired after July 1, 2007 will receive retiree health benefits in accordance with public employees' retirement laws and CalPERS.

**ARTICLE 13: RETIREMENT PROGRAM (CALPERS)**

Team Members will be enrolled in the City's retirement program through CalPERS.

On July 1, 2007, the City began providing the 2.7%@55 benefit formula with one-year final compensation option with no cap.

On July 1, 2010, the City implemented a 2-tier system with changes for new hires only. All full-time new hires, hired on or after July 1, 2010, will be subject to the 2%@55 formula with one-year

final compensation option. All existing full-time Team Members hired prior to July 1, 2010 will remain at the 2.7@55 formula.

Under the Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, all "new members" will be subject to the 2.0% @ age 62 benefit formula which also requires a three year final compensation (the highest average annual pensionable compensation earned by a member during a period of at least 36 months) with an early retirement age of 52.

A "New Member" is defined as:

1. A new hire that is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.
2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
3. A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.

Effective January 1, 2013, PEPRA prohibited employers from paying any portion of a "new member's" member contribution rate. All non-classic, new CalPERS members must pay 50% of total normal cost as employee contribution rate.

CalPERS refers to all members that do not fit within the definition of a new member as "classic members". All existing CalPERS members as of December 31, 2012, will retain the existing benefit levels for future service with the same employer.

By January 1, 2018, all "classic members" were required to contribute their full share up to 8% of the Team Member contribution of the CalPERS rate.

Effective July 1, 2014, all classic members enrolled in CalPERS began paying 2% of salary to CalPERS towards retiree benefits. In consideration of the member's 2% contribution towards CalPERS, all classic members received a 2% increase in pay on July 1, 2014.

Effective July 1, 2015, all classic members enrolled in CalPERS began paying an additional 2% of salary to CalPERS towards retiree benefits for a total of 4%. In consideration of the member's additional 2% contribution towards CalPERS, all classic members received another 2% salary increase on July 1, 2015.

Effective July 1, 2016, all classic members enrolled in CalPERS began paying an additional 2% of salary to CalPERS towards retiree benefit for a total of 6%. In consideration of the member's additional 2% contribution towards CalPERS, all classic members received a 2% increase in pay on July 1, 2016.

Effective July 1, 2017, Tier 1 classic members began contributing an additional 2% to CalPERS for a total of 8% and Tier 2 classic members began contributing an additional 1% for a total of 7%. In consideration of the members' additional contribution towards CalPERS, Tier 1 classic members received a 2% increase in pay and Tier 2 classic members received a 1% increase in pay.

#### **ARTICLE 14: ENHANCED RETIREMENT PROGRAM: PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

The City offers an enhanced retirement package through Public Agency Retirement Services (PARS) for all Team Members hired prior to July 1, 2010. Covered full-time Team Members who retire from Rosemead after working 20 years for the City will have their pension formula

enhanced to 3%@55, with the provision that the maximum pension allowance that Team Member's can accrue through PARS is 90% of their final pay. The PARS retirement pension is limited to 90% of their final pay. Team Members must be at least 55 years of age to qualify for PARS.

All Team Members hired on or after July 1, 2010 are ineligible for the Enhanced Retirement Program through PARS in accordance with State law. PARS has been eliminated for all new full-time Team Members.

**ARTICLE 15: SOCIAL SECURITY**

The City deducts from each full-time employee's paycheck, an amount as determined by law for the Federal Insurance Contributions Act (Social Security). In addition, the City contributes an additional amount at least equal to the employee's contribution.

**ARTICLE 16: DEFERRED COMPENSATION PROGRAM (401A)**

For all full-time Team Members, the City set-up and began contributing into a deferred compensation account a percentage of the Team Member salary based on years of service. That funding formula is as follows:

Years of Service	% of Salary Contributed into 401A Deferred Compensation Program
0-4	1%
5-9	2%
10-14	3%
15-19	4%
20+	5%

In accordance with State law, all Team Members hired on or after July 1, 2010 are ineligible for the employer funded deferred compensation program. The employer funded deferred compensation program has been eliminated for all new full-time Team Members.

**ARTICLE 17: VACATION ACCRUAL AND ACCRUAL CAP**

Full-time team members will receive vacation accruals as follows:

Vacation Accumulation			
Years of Service	Hours/Pay Period	Hours/Year	Days/Year
Up to year 1	3.85	100	10
Year 1 – Year 13	5.38	140	14
13+	6.15	160	16

All full-time Team Members accrue 100 hours of vacation leave during their first year of service. 140 hours are accrued for Team Members with one year of service, up to (but not over) 13 years. For Team Members with over 13 years of service (13+) the accrual rate is 160 hours. Team members cease to accrue vacation hours when, in any pay period, they exceed two times their annual accrual as determined by their anniversary date.

All vacation requests are to be pre-approved by the Department Director. Negative vacation banks or borrowing from future accruals will not be allowed.

Vacation accruals will be determined by the percentage formula of actual hours in a paid status by the City.

<b>Example 1:</b>	A Team Member (with 1-13 years of service) who works 80 hours on paid status per pay period will accrue 5.38 hours/pay period.
<b>Example 2:</b>	A Team Member (with 1-13 years of service) who works 40 hours on paid status per pay period will accrue 2.69 hours/pay period (50% of 5.38 hours/pay period).
<b>Example 3:</b>	A Team Member (with 1-13 years of service) who has a zero leave balance and takes an extended leave of absence will not accrue any hours.

**ARTICLE 18: VACATION BUYBACK**

In order to encourage Team Members to take regular vacations on an annual basis and to partially limit the growth of the City's long-term liability of Team Member accrued vacation hours upon separation of employment, the City has established the following criteria for vacation buyback.

Once per calendar year, a full-time Team Member is eligible to have the City buyback up to 60 hours of accumulated unused vacation time. On July 1, 2011, the City established two (2) vacation banks as follows:

- Bank A: Vacation earned/accrued prior to June 30, 2011.
- Bank B: Vacation earned/accrued after July 1, 2011 (Subject to a 2 year cap).

For the purposes of vacation buyback, all Team Members must utilize Bank A prior to utilizing Bank B. However, if there are no hours accrued in Bank A, Team Members may utilize Bank B.

**ARTICLE 19: CITY-RECOGNIZED HOLIDAYS**

The following days are recognized and observed as paid holidays:

1. New Year's Day (January 1<sup>st</sup>)
2. Martin Luther King's Birthday (the third Monday in January)
3. Presidents' Birthday (the third Monday in February)
4. Memorial Day (the last Monday in May)
5. Independence Day (July 4<sup>th</sup>)
6. Labor Day (the first Monday in September)
7. Veteran's Day (November 11<sup>th</sup>)
8. Thanksgiving Day
9. Christmas Day (December 25<sup>th</sup>)

Non-essential City services and facilities are closed from noon on Christmas Eve to New Year's Day. If a Team Member elects to take the non-holidays off, he/she is required to utilize his/her own time. If a holiday falls on a Friday or Saturday, Team Members will observe that holiday on the preceding Thursday. If the holiday falls on a Sunday, Team Members will observe that holiday on the following Monday.

At the discretion of the City Manager and based upon business needs, Team Members may be released at 12:00 p.m. on December 24<sup>th</sup>.

**ARTICLE 20: HOLIDAY PAY**

Full-time, non-exempt Team Members receive straight time for the holiday plus 1½ time for hours worked on the holiday if the work schedule in the work period in which the holiday falls has not been designated as an alternative work schedule as listed in Article 25 of this agreement.

**ARTICLE 21: FLOATING HOLIDAYS**

Team Members receive 20 hours of floating holiday per calendar year. Those hours must be used before the end of the calendar year or they will be forfeited. In case a Team Member terminates employment with the City, he/she will forfeit any unused floating holidays.

**ARTICLE 22: OVERTIME / COMPENSATORY TIME**

Team Members may be required to work overtime by their respective department director, subject to City Manager approval. Only time worked in excess of forty (40) hours in a given workweek will be considered overtime. Vacation, sick leave, holidays, floating holidays, and other time not actually worked will not be counted towards the forty (40) hours. All overtime must be pre-authorized by the department director, subject to City Manager approval. Emergency or unforeseen events/circumstances will be determined on a case-by-case basis by the City Manager.

On July 1, 2007, Compensatory Time-Off (CTO) was eliminated. Instead, non-exempt Team Members who work overtime will be paid for those overtime hours at a rate of one and one-half (1.5) times their regular pay rate for all hours worked in excess of forty (40) hours in a workweek.

Team Members who accrued CTO prior to July 1, 2007 are authorized to keep those hours. Use of CTO earned is granted but may not unduly disrupt the operations of the City. Terminating Team Members will be compensated for accrued compensatory hours. Furthermore, Team Members who have accrued CTO may elect to have the City buy back any hours of CTO per year. Said buy back will take place during the second pay period in December of each year and will be paid at the Team Member's hourly rate at the time the CTO is sold back. In addition, accrued CTO for any terminating Team Member will be paid out at the Team Member's hourly rate at the time of termination.

**ARTICLE 23: PROBATIONARY PERIOD**

The probationary period, of one year (2080 supervised hours), shall be an integral part of the employment examination process and shall be utilized as an opportunity to closely observe the Team Member's work, to provide special training, to assist the Team Member in adjusting to the new position, and to reject any Team Member whose work performance, adaption, or personal conduct fails to meet required standards. A probationary Team member shall have no right of tenure and may be dismissed with or without cause, at any time, during the probationary period without right of appeal, grievance, or hearing. Probationary Team Members do not have property or vested rights in their positions with the City.

All Team Members shall receive an interim performance report after completion of six (6) months of the probationary period. Satisfactory completion of probation is based on total performance during the entire probationary period. The City Manager may, in his/her sole discretion, extend the probationary period an additional 1040 hours (six (6) months).

If a Team Member is out on an extended leave of absence, the probationary period will be extended out by the equal amount of time/duration the Team member is out on the leave of absence.

Employees promoted to a higher position shall also serve a probationary period that is subject to the provisions of this article.

**ARTICLE 24 : FLEXIBLE SCHEDULING**

Depending on a Team Member's area of assignment, an alternate work schedule may be arranged with Department Director approval. This could include the possibility of utilizing a flextime or telecommuting from an offsite location. Any prolonged telecommuting arrangement must be approved by the City Manager.

Any alternate workweek must be approved, in writing, by the City Manager.

**ARTICLE 25: FLEXIBLE SCHEDULING ON SPECIAL EVENTS**

Based on economic or business necessity, all full-time Team Members are required to work special events with the ability to "flex" their hours to meet the human resources demands of the City's special events which include:

- 4th of July Parade/Carnival/Fireworks Show
- Fall Fiesta

This condition exists in every week in which there is a special event. If an unscheduled event arises, the City Manager has the authority to implement an Alternative Work Schedule which allows for the "flexing" of hours within the same work period of the special event. Supervisors and department directors have the authority to approve/deny or reschedule "flex" hours so that appropriate staff coverage is maintained for operational needs and continued City service.

If a holiday falls on a day of the week that would have been a normal workday, the hours worked up to ten (10) will be banked which must be used by December 31<sup>st</sup>. Those hours must be used before the end of the calendar year or they will be forfeited.

In addition, an emergency disaster is exempt from a flexible scheduling and does not fall under the definition of special events.

**ARTICLE 26: SICK LEAVE**

A full-time Team Member who is incapacitated from the performance of such Team Member's duties by reason of a non-service related illness or injury, pregnancy, legal requirements of public health officials or for reasons specified in the Family and Medical Leave (FMLA) are eligible for sick leave.

1. Amount Earned: All full-time, regular or probationary Team Members will accrue ten (10) hours of sick leave per month. Sick leave will be earned, commencing on the first day of employment as a probationary Team Member, and accrued on a bi-weekly basis. Team Members may accumulate up to a maximum of 120 hours of sick leave with pay per year. Sick leave accruals will be determined by the percentage formula of actual hours in a paid status by the City.

<b>Example 1:</b>	A Team Member who works 80 hours on paid status per pay period will accrue 4.62 hours/pay period.
<b>Example 2:</b>	A Team Member who works 40 hours on paid status per pay period will accrue 2.31 hour/pay period (50% of 4.62 hours/pay period).
<b>Example 3:</b>	A Team Member who has a zero leave balance and takes an extended leave of absence will not accrue any hours.

Except for retirement, all unused sick leave hours will be forfeited when a Team Member separates from employment, voluntarily or involuntary. Upon retirement, a Team Member's unused sick leave hours will be converted to service credit as contracted with CalPERS.

2. Advanced Sick Leave: Sick leave time shall not be taken until such time has been accrued.
3. Utilization of Sick Leave Benefits: The right to utilize benefits under the sick leave provisions herein continues only during the period that the Team Member is employed by the City. All benefits hereunder terminate upon the Team Member leaving City service.

A Team Member on military leave is not granted sick leave during the military leave period. Team Members are not eligible to utilize sick leave benefits within the first thirty (30) days of employment.

Sick leave is not a leave which a Team Member may use at his/her discretion, but is allowed only in cases of actual sickness or disability which make it impossible or inadvisable for the Team Member to perform normal work assignments/functions. Sick leave may be utilized for dental or medical appointments, medical assessments and/or due to a serious illness in the immediate family. The City Manager/department director may deny or revoke sick leave if the incapacitation for which it is taken is caused or substantially aggravated by compensated outside employment. If a Team Member is absent from work for more than three (3) working days without notifying his/her direct supervisor or department, the Team Member may be dismissed from City service for being absent without official leave. Any abuse of sick leave usage is grounds for disciplinary action up to and including dismissal.

4. Illness During Vacation Leave: Team Members who become ill while on approved vacation leave may request from his/her supervisor to have vacation time converted to sick leave. Verification of illness may be required prior to approval.
5. Notification to Supervisor: Any Team Member needing to be absent because of sickness or other physical disability must notify the appropriate department director or immediate supervisor at least one (1) day prior to such absence if circumstances permit, or within one (1) hour before or after the start of his/her regular shift when prior notice cannot be given.
6. Sick Leave Authorized Due to Illness in Family: A Team Member is allowed sick leave due to a serious illness in the immediate family. The definition of "family" defined under the Family and Medical Leave Act (FMLA) policy will be utilized. In the event of a serious illness in the immediate family, a certificate of such illness and the need for the Team Member's absence by the acceptable medical authority may be required by the department director. In such case, the Team Member must be able to produce a verifying certification upon request by the immediate supervisor or management.
7. Return to Work Following Illness: The department director may require a Team Member to submit to a medical and/or psychiatric examination by a physician designated by the City before permitting the Team Member to return to work after the Team Member has been on sick leave. If the results of any such examination indicate that the Team Member is unable to perform assigned duties, or if performance of those duties will expose others to infection, the Team Member will be placed on sick leave, or leave without pay after all sick leave has been used, until adequate medical evidence is submitted that the Team Member is competent to perform assigned duties or will not subject others to the infection.
8. Medical Certificate Requirement: In order to be paid for sick leave, the Team Member must make every good faith effort to notify his immediate supervisor prior to or within one hour of the start of the Team Member's work day. The department director may request, for cause, a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. The department director may also choose a licensed physician to conduct a physical examination at City expense. Any Team Member who makes application for sick leave may be required by either the department director or City Manager to file a certificate signed by a duly and regularly licensed physician authorized to practice medicine or may be required to submit a personal statement which states the Team Member was incapacitated from performing the duties of the position for each day that sick leave is requested. Authority will also be given to the physician signing the certificate, to disclose to the City Manager or the department director, information relating

to sick leave. Sick leave will be granted when the application for sick leave is approved by the department director or the City Manager.

9. Transfer of Sick Leave: New Team Members may bring with them/transfer up to two hundred (200) hours of sick leave from their previous employer provided the previous employer did not otherwise compensate the Team Member for said hours. The new Team Member must provide a letter or documentation from the previous employer verifying accrued but uncompensated hours.

A Team Member will not receive any payment for unused accumulated sick leave upon dismissal of employment or retirement (either disability or regular). A Team Member may not use sick leave to extend a retirement (either disability or regular) or dismissal date. This prohibition does not affect a Team Member's right to obtain sick leave credit with CalPERS. Any other balances or if a Team Member resigns or is dismissed will be forfeited.

#### **ARTICLE 27: BEREAVEMENT LEAVE**

In the event of the death of a Team Member's immediate family (defined as spouse, parent, step-parent, grandparent, sibling, children, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, registered domestic partner or child of a registered domestic partner), Team Members are entitled to forty (40) hours for bereavement leave per incident.

#### **ARTICLE 28: JURY LEAVE**

Team Members required to serve on a jury are entitled to their regular compensation for up to eighty (80) hours provided that fees for jury service are deposited to the Finance Department.

#### **ARTICLE 29: BILINGUAL PAY**

The City offers a bilingual pay program for eligible Team Members who consistently utilize other languages to translate during the normal course of work. To qualify, Team Members must pass the test developed or utilized by the City for the following recognized languages: Spanish, Vietnamese, Cantonese, and Mandarin. A maximum of three (3) positions per language per site may be certified to receive bilingual pay by the City. It will be applicable at all primary sites (City Hall, Rosemead Community Recreation Center (RCRC), Garvey Community Center, Public Safety and Public Works). In the event that more than three (3) Team Members wish to apply for it, management will determine the top three (3) based upon positional need. Once certified, Team Members will receive a bilingual stipend of \$75 per month.

Any Team Member who is not certified by the City is not required to use a language other than English. However, when a member of the public, requests assistance in a language other than English, our Team Members must make a reasonable effort to accommodate and assist in a polite and professional manner.

The City reserves the right to suspend bilingual pay if the Team Member is out on an extended leave of absence of more than 80 consecutive hours and is not physically present at work to provide bilingual services.

#### **ARTICLE 30: SHORT-TERM DISABILITY/LONG TERM DISABILITY**

State Disability Insurance (SDI) is a partial wage replacement insurance in which the City does not participate in. However, for non-work related Team Member disabilities, the City offers Short-Term Disability (STD)/Long-Term Disability (LTD) to full-time Team Members. Workers compensation injuries are excluded from disability leave/insurance offered by the City.

The City provides Team Members with a short-term disability plan to protect against cases where a non-work-related illness or injury is sustained which results in an inability to work for a short period of time. Team Members will receive 66.67% or 2/3 of their pre-disability base salary (1

year average of W-2) with a waiting period of 15 calendar days before receiving their benefits and can last up to 11 weeks. Team Members will receive continued payment until the Team Member is medically able to return to work, or has to begin utilizing long term disability, or until the Team Member reaches the age of 65, whichever comes first. The maximum short-term disability benefit amount will be \$1,848 per week. Family and Medical Leave Act (FMLA) will run concurrently with disability.

The City provides Team Members with a long-term disability plan to protect against cases where a non-work-related illness or injury is sustained which results in an inability to work for a long period of time. In these cases, LTD is received only after STD has expired and the Team Member continues to be medically disabled. Team Members will receive 66.67% or 2/3 of their pre-disability base salary with a 90 day waiting period. Team Member will receive continued payment until the Team Member is medically able to return to work, or until the Team Member reaches the age of 65, whichever comes first. The maximum long-term disability benefit amount will be \$8,000 per month. Family and Medical Leave Act (FMLA) runs concurrently with disability.

Team Members have the option of receiving a full paycheck by utilizing his/her own leave time to subsidize the 1/3 while on disability. Disability will cover 2/3 or 66.67% of the pre-disability base salary based off of the W-2 (1 year average). However, when on disability, Team Members may not utilize sick leave. Team Members may use vacation, floating holiday, holiday, and/or compensatory time (if applicable). Leave Accrual rate will be based upon the hours utilized.

All disability claim forms must be submitted to Human Resources on a timely basis. As a guideline, all claim forms should be submitted within 15 calendar days.

All medical certifications or modifications to the medical certification must be submitted to Human Resources on a timely basis. Team Members are required to submit a Fitness for Duty – Return From Leave Certification at least 2 working days prior to the date of return to the Department Director. Team Members may not return to work without this certification.

**ARTICLE 31: LIFE INSURANCE**

Team Members receive an accidental death and dismemberment and life insurance policy of \$100,000.

**ARTICLE 32: TUITION REIMBURSEMENT**

The City will reinstate the tuition reimbursement program for FY 2018-2020 based upon availability of funding.

Subject to City Manager approval, Team Members may attend and be reimbursed for part or all of the costs of educational and other training courses (up to \$5,000 per fiscal year) which provide a benefit to the City provided there are budgeted funds for such approval by the City Council. The educational/training courses must be job-related leading towards a college or university degree or certificate and Team Members must remain with the City for three (3) years after the successful completion of class/course or must refund the amount received to the City on a pro-rated basis. If a Team Member leaves employment (voluntarily or involuntarily) with the City, prior to the three (3) years after the completion of class/course, the Team Member must refund the amount received based upon the following pro-rated basis:

<b>Pro-Rated Schedule of Refund</b>	
<b>Years of Service After Completion</b>	<b>Refund Amount Due to the City</b>
Less than one (1) year	Full Amount Received
Less than two (2) years	2/3 of Amount Received
Less than three (3) years	1/3 of Amount Received

Team Members with prior approval by the City Manager, may be reimbursed for registration, cost of books, tuition, lab fees and parking for classes or instruction, provided such classes or instruction are related to the Team Member's assigned duties with the City.

Reimbursement will be made only after a Team Member has satisfactorily completed the class or workshop with the grade of "C" or better or a "B" or better for graduate level courses and that proof of completion has been submitted and approved by the City Manager.

In general, mandatory or required training time during working hours shall be considered part of the job. If the City directs a Team Member to attend a specific, job-related training course during non-working hours, Team Members may utilize flex time. All study time shall be considered completely voluntary. No overtime pay, additional pay or compensatory time shall be given unless advanced written approval is granted by the City Manager.

There is no mileage reimbursement for travel to and from educational classes. Required forms must be completed and necessary documentation (receipts and grades) must be provided in order to receive reimbursement. Final and conclusive determinations of the reimbursement amount shall be made by the City Manager/Assistant City Manager after review of the request and recommendations by the Department Director.

**ARTICLE 33: WELLNESS PROGRAM**

The City provides the Wellness Reimbursement Program at \$300 per fiscal year for FY2018-2020.

**ARTICLE 34: COMPUTER PURCHASE PROGRAM**

The City provides a computer purchase program for all full-time Team Members as outlined in the Administrative Policy No. 30-09 approved by the City Manager. Full-time Team Members are eligible for this program after the completion of the probationary period. Loans are due and payable in full upon termination or separation of employment.

**ARTICLE 35: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City provides Team Members with access to the Employee Assistance Program (EAP).

**ARTICLE 36: STAND-BY / CALL-BACK PAY**

If a Team Member is on stand-by/on-call, he/she will receive \$100 per week with a minimum of 3 hours of overtime pay regardless of the time of day or day of the week if required to report back to work. Call back is defined as a circumstance where a Team Member is called back to work for unscheduled hours after completion of the Team Member's regular workday or workweek, and departure from the worksite.

**ARTICLE 37: FLEXIBLE SPENDING ACCOUNT (SECTION 125)**

The City offers Team Members a flexible benefit plan which will allow individuals to pay for certain expenses (child care, unreimbursed medical expenses, insurance premiums) with pre-tax dollars.

**ARTICLE 38: DIRECT DEPOSIT**

Team Members are offered an option to authorize the automatic deposit of each paycheck into an individual's checking, savings or credit union account. Payroll checks will not be issued in advance.

**ARTICLE 39: CITY RIGHTS**

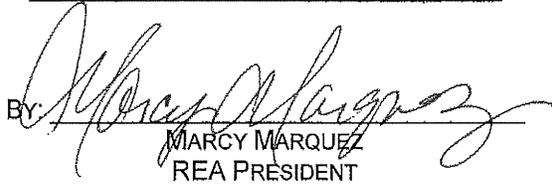
It is understood and agreed that the City retains all exclusive rights and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters which are solely a function of management, including the right to:

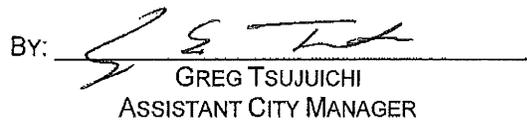
- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the number and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- Direct Team Members, including scheduling and assigning work, work hours, and overtime.
- Establish Team Member performance standards and to require compliance therewith.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline Team Members, subject to the requirement of applicable law.
- Relieve Team Member from duty because of lack of work or lack of funds or for other legitimate reasons.
- Implement rules, regulations, and directives consistent with law and specific provisions of this MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.
- Determine the contents of job classifications.
- Contract out and transfer work out of the bargaining unit.
- Exercise complete control and discretion over its organization and the technology of performing its work.

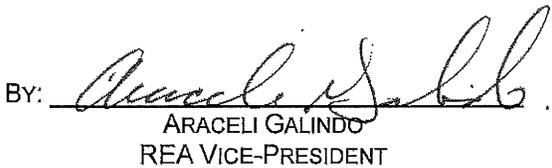
However, the City will meet and confer regarding the impact consequences of the City Rights matters and will be addressed with the Association as meet and confer.

**ROSEMEAD TEAM MEMBERS ASSOCIATION**

**CITY OF ROSEMEAD**

BY:   
 MARCY MARQUEZ  
 REA PRESIDENT

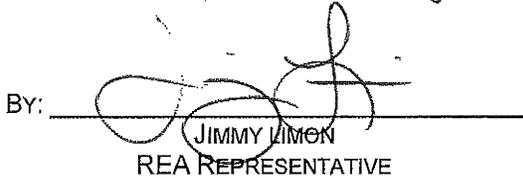
BY:   
 GREG TSUJUCHI  
 ASSISTANT CITY MANAGER

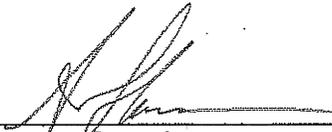
BY:   
 ARACELI GALINDO  
 REA VICE-PRESIDENT

  
 PEARL LIEU  
 DIRECTOR OF FINANCE

BY:   
 JANICE HUANG  
 REA REPRESENTATIVE

  
 ANDREA CUTLER  
 INTERIM HUMAN RESOURCES MANAGER

BY:   
 JIMMY LIMEN  
 REA REPRESENTATIVE

BY:   
SILVIA LLAMAS  
REA REPRESENTATIVE

BY:   
ABEL RODRIGUEZ  
REA REPRESENTATIVE

BY:   
JANETTE VICARIO  
REA REPRESENTATIVE

THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE  
EXECUTED THIS 14th DAY OF August, 2018.