

RESOLUTION NO. 2019-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD, CALIFORNIA, ESTABLISHING ANNUAL SALARY RANGES FOR PART-TIME CLASSIFICATIONS IN THE SERVICE OF THE CITY OF ROSEMEAD

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

WHEREAS, employees in these classifications are non-exempt under the provisions of the Federal Fair Labor Standards Act and serve in an “at-will” capacity; and

WHEREAS, the City Council desires to establish the compensation levels for classifications in Part-Time Service of the City;

NOW THEREFORE, BE IT RESOLVED that effective beginning July 1, 2019, the salary ranges and benefits for the classifications covered by this Resolution are as follows:

SECTION 1: APPLICABILITY

Part-Time Team Members in the following classifications are covered by this Resolution:

| Part-Time Classifications | |
|----------------------------------|--------------------------------|
| Administrative Intern | Planning Technician |
| Aquatic Attendant | Preschool Teacher |
| Assistant Pool Manager | Public Works Inspector |
| Code Enforcement Officer | Public Works Inspector, Senior |
| Community Services Officer | Recreation Leader |
| Lifeguard | Recreation Leader, Senior |
| Lifeguard/Swim Instructor | Maintenance Worker |
| Parking Control Officer | Youth Worker |

SECTION 2: PART-TIME CLASSIFICATIONS

All part-time Team Members serve in an “at-will” employment capacity, do not serve a probationary period, and are exempt from the City’s classified service. “At-will” employment is defined as an employment relationship in which a Team Member does not hold regular status, serves at the pleasure of the City Manager or appointing authority, and can be dismissed at any time without cause and without right of appeal. The part-time classifications in the City’s system are included in this Part-Time Resolution.

In addition, Team Members may be employed on a part-time basis in full-time job classifications at the corresponding hourly wage rate of the full-time classification. Such Team Members who are employed on a part-time basis in a full-time classification are also part of the “exempt service” and serve in an “at-will” capacity.

SECTION 3: DESIGNATION OF PART-TIME TEAM MEMBERS

All Team Members in the Part-Time Service of the City in the categories listed below, are employed in a temporary “at-will” capacity and serve at the pleasure of their respective Department Director.

a. ¾ Time Team Members:

Upon approval of the City Manager, ¾ Time Team Members, compensated at an hourly rate, may work up to thirty-two (32) hours per week and are scheduled to work up to 1,664 hours or more per fiscal year. ¾ time Team Members may receive limited benefits and the City will pay benefits in accordance with the public employees’ retirement laws and California Public Employees’ Retirement System (CalPERS).

b. Standard Part-Time Team Members:

A budgeted position, compensated at an hourly rate, of less than 28 hours per week. Hours are not to exceed one thousand (1,000) hours per fiscal year.

c. Seasonal Team Members:

A budgeted position, compensated at an hourly rate and are employed only for a specified period of time throughout various seasons. A budgeted position, compensated at an hourly rate, and are employed to perform duties for a period of time not to exceed 6 months. Hours are not to exceed one thousand (1,000) hours per fiscal year.

d. Administrative Intern, Recreation Leader, Lifeguard-Swim Instructor, and Lifeguard:

A budgeted position, compensated at an hourly rate or unpaid, and may work up to twenty-eight (28) hours per week. Hours are not to exceed 1,456 hours per fiscal year. (Under the City’s agreement with CalPERS, Administrative Interns are exempt from the 1,000 hour limitation for mandatory enrollment.) This position is not eligible for any benefits or CalPERS retirement.

C. WAGE RATE SCHEDULE FOR PART-TIME TEAM MEMBERS

In order to ensure the City’s ability to recruit and retain qualified Team Members, the City will conduct periodic reviews of the hourly wage rates which shall be subject to City Council approval via Resolution. The Part-Time wage rate schedule is attached as an addendum to this Resolution.

D. WAGE RATE ADJUSTMENTS BASED ON PERFORMANCE

Based on the availability of funding established in the City’s budget, part-time Team Members may be eligible to receive a wage rate increase within the established wage ranges based on a performance evaluation conducted at the time of the Team Member’s wage anniversary date. A Team Member’s wage rate may not exceed the maximum wage range that has been established for his/her respective job classification. A Team Member whose wage rate exceeds the maximum of the wage rate range for his/her job classification may be y-rated (frozen) and will not receive any merit increases until the wage range is adjusted based on the labor market survey comparisons. Wage rate adjustments are contingent upon the availability of funding within the City’s budget.

The allocation for the cost of the merit wage rate adjustments must be approved by the City Manager and incorporated into the budgetary process prior to the beginning of the fiscal year.

E. PERFORMANCE REVIEW SYSTEM FOR PART-TIME TEAM MEMBERS

Part-time Team Members shall receive performance reviews and merit adjustments on an annual basis. Recommended merit adjustments must be based upon written performance evaluations. Employees who meet or exceed expectations shall be eligible to be considered for a merit increase to the next step in the salary schedule for the classification to which assigned.

F. PART-TIME BENEFITS

a. ¾ Part-Time Team Members are eligible for the following benefits:

- Medical:
Lowest Cost Medical Plan for Single Party
- Retirement:
PERS
- Wellness Reimbursement:
The City may provide wellness reimbursement program participation at \$150 per year based upon the availability of funding.
- Tuition Reimbursement:
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 \$2,500 per fiscal year) which provide a benefit to the City and provided there are budgeted funds for such approval by the City Council. During the budget process, money will be included annually for educational reimbursement. 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:

| Pro-Rated Schedule of Refund | |
|--|--------------------------------------|
| Years of Service After Completion | Refund Amount Due to the City |
| 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, costs 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 equivalent completion and that evidence of same has been submitted and approved by the City Manager.

In general, training time during working hours shall be considered part of the job. Unless the City directs a Team Member to attend a specific training course and the course is not available during work hours, training after hours shall be considered voluntary and no additional pay, overtime, or compensatory time shall be given by the City unless advance special written approval is granted. Study time shall be considered completely voluntary.

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 and/or Human Resources.

- Vacation Accrual Rate:

$\frac{3}{4}$ time Team Members will be entitled to a paid vacation of 50 hours (5 days) upon date of hire. Team Members may begin taking accrued vacation after six months of employment. There is no vacation buyback for part-time Team Members.

- Sick Leave

Effective July 1, 2015, California law ("AB 1522") requires that all employees who have worked for more than 30 days for an employer be provided paid sick leave at the accrual rate of one hour of sick leave for every 30 hours worked, up to a minimum of 3 days or 24 hours of paid sick leave to be provided in a 12-month period.

An employee becomes eligible for paid sick leave after the 30th day of employment. An employee will begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning July 1, 2015 or on the first day of employment whichever is later.

An employee is not eligible to begin using any accrued paid sick leave until after ninety (90) days of employment with the City. An employee is only allowed to use up to a maximum of 3 days or 24 hours of paid sick leave in a 12-month period. An employee can only accrue paid sick leave up to a cap of 6 days or 48 hours ongoing. Any unused accrued paid sick leave will carryover year to year while continuously employed.

In accordance with California's Paid Sick Leave law, an employee may use accrued paid sick leave for one of the following reasons:

- For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - Spouse or Registered Domestic Partner.
 - Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - Grandparent.
 - Grandchild.
 - Sibling.
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services are:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only in cases of actual illness, diagnosis, care or treatment of an existing health condition of an employee or employee's family member or preventative care for an employee or employee's family member, relief or services related to being a victim of domestic violence, sexual assault, or stalking and emergency or routine medical appointments. Sick leave may ***not*** be utilized for the purposes of trading shifts or rescheduling shifts.

An employee shall provide reasonable advance notification (oral or written) of their need to use accrued paid sick leave to their direct supervisor if the need for paid sick leave use is foreseeable (*e.g.*, doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

An employee who uses paid sick leave must do so with a minimum increment of two (2) hours of sick leave.

Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the City.

If an employee separates from City employment and is re-hired by the City within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the requisite 90 days of employment to utilize paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the City before any paid sick leave can be used.

The City will ***not*** lend sick leave in advance of accrual.

The City will not retaliate against an employee who utilizes paid sick leave.

Any abuse of sick leave usage shall be grounds for disciplinary action up to and including dismissal.

- **Bilingual Pay:**

The City will offer a bilingual pay program for eligible $\frac{3}{4}$ time 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/or 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 (RCRC, Garvey Center, Public Safety and Maintenance Yard). In the event that more than three Team Members wish to apply for it, management will determine the top three (3) based upon positional need. Once certified, $\frac{3}{4}$ time positions shall receive a bilingual

stipend of \$75 per month.

Any Team Member who is not certified by the City shall not be 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 shall make a reasonable effort to accommodate and assist in a polite and professional manner.

- Computer Purchase Program:

The City provides a computer purchase program that is available to ¾ time Team Members.

b. Other part-time Team Members are not eligible for benefits, except for the following:

- Retirement

Enrollment in the Public Agency Retirement Services (PARS) 457 Alternate Retirement System 457 Plan. The City's contribution shall be 3.75%; and the Team Member's contribution shall be 3.75%.

- Sick Leave

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- Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

- Spouse or Registered Domestic Partner.
- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
- Grandparent.
- Grandchild.
- Sibling.
- To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services are:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only in cases of actual illness, diagnosis, care or treatment of an existing health condition of an employee or employee's family member or preventative care for an employee or employee's family member, relief or services related to being a victim of domestic violence, sexual assault, or stalking and emergency or routine medical appointments. Sick leave may not be utilized for the purposes of trading shifts or rescheduling shifts.

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need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.

An employee who uses paid sick leave must do so with a minimum increment of two (2) hours of sick leave.

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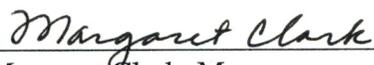
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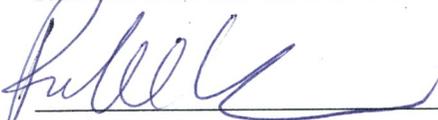
Any abuse of sick leave usage shall be grounds for disciplinary action up to and including dismissal.

PASSED, APPROVED, AND ADOPTED this 23rd day of July 2019.



Margaret Clark, Mayor

APPROVED AS TO FORM:



Rachel Richman, City Attorney

ATTEST:



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. 2019-39, was duly adopted by the City Council of the City of Rosemead, California, at a special meeting thereof held on the 23rd day of July, 2019, by the following vote, to wit:

AYES: ARMENTA, CLARK, DANG, LOW, LY

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



Ericka Hernandez, City Clerk

