

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: September 2, 2020
SUBJECT: Comments on Agenda Items, Meeting of September 8, 2020

ITEM 5.A. (Special Items). Scott Chamberlain, Director of the San Gabriel Valley Consortium on Homelessness, will provide a presentation on the various approaches and strategies available to the City to implement a homeless plan and overcome barriers.

ITEM 5.B. (Special Items). Dana Vanderford, Homeless Services Deputy for Supervisor Kathryn Barger, will provide a presentation on Los Angeles County resources potentially available to the City to address homelessness.

ITEM 7.D. (Consent Calendar). Staff is recommending that the City Council approve the Memorandums of Understanding between the City of Duarte and Service Employees International Union (SEIU) Local 721 – Management and Professional Employees and General Employees.

ITEM 7.E. (Consent Calendar). Staff is recommending that the City Council approve Resolution No. 20-R-29, which rescinds Resolution No 19-13 and establishes a salary schedule and compensation plan for unrepresented regular employees.

ITEM 7.F. (Consent Calendar). Staff is recommending that the City Council approve Resolution No. 20-R-30, which would commemorate Hispanic Heritage Month. Hispanic Heritage Month, which is celebrated annually from September 15 to October 15, recognizes the contributions of those tracing their roots to Spain, Mexico, Central America, South America, and the Spanish-speaking nations of the Caribbean.

ITEM 7.G. (Consent Calendar). Staff is recommending that the City Council approve a temporary pay rate increase of 80% of registration fees for all Fee and Charge Instructors while the County of Los Angeles Public Health Department Health Officer Order related to COVID-19 remains in place. Under the City's current City-Wide Pay and Salary Schedule, Fee and Charge Instructors are compensated at 70% of the registration fees that the Department collects for their class offering. By raising that compensation rate to 80%, it is estimated that the City would forgo approximately \$200 in revenue.

ITEM 9. (Business Items). This item pertains to this year's Annual League of California Cities ("LCC") Conference, which will be held virtually from October 7-9, 2020. The two actions for the City Council to consider are: (1) the designation of a voting delegate and/or alternate to vote on behalf of the City at the Conference; and (2) City Council direction on the vote that will be placed on behalf of the City on the Resolution that will be considered at the Conference.

During the Conference, the meeting to consider this Resolution will be held on Friday, October 9. The details of the Resolution are included in the attached information from the LCC. In summary, this Resolution states that the LCC should urge Congress to amend Section 230 of the Federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted. Ultimately, the policy objectives

proposed under this resolution, if enacted, would encourage social media companies to establish and implement a program to identify and remove content that solicits criminal activity.

Respectfully submitted,

A handwritten signature in black ink, consisting of a stylized 'D' followed by a horizontal line and a small flourish at the end.

Dr. Daniel Jordan
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – AUGUST 25, 2020

NOTE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically.

To follow the new Order issued by the Governor, the City Council meeting was closed to the public. Members of the public were able to participate on Zoom, and view/listen to the live City Council meeting broadcast on the City's website. Public comments were submitted electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the close of public comment. Emailed public comments were read into the record.

CALL TO ORDER
In Celebration of the 63rd
Anniversary of the City of
Duarte's Incorporation on
August 22, 1957

The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting by teleconference in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 7:01 p.m. The meeting was called to order in celebration of the 63rd Anniversary of the City of Duarte's incorporation on August 22, 1957.

RECORDATION OF
ATTENDANCE

The following were in attendance:

PRESENT: Fasana, Finlay, Lewis, Paras-Caracci, Reilly, Urias,
Kang

ABSENT: None

ADMINISTRATIVE STAFF PRESENT: City Manager
Jordan, City Attorney Cosgrove

ADOPTION OF AGENDA

Fasana moved, Urias seconded to adopt the Agenda, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang

ANNOUNCEMENTS

Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events, stated Ashley Bagwell is their new Administrative Assistant, and thanked the City for its continued investment.

Victoria Rocha presented community announcements including 63rd anniversary celebration event, blood drives, and census.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.

Andrew Raubitschek – Wilderness preserve, wildfires, hazard.

The following submitted emails about items not on the Agenda:

Wendy Romero–City of Hope home purchases on Cinco Robles.

Danielle Stelly – City of Hope parking program.

Barbara Dickerson – Citrus College resignation from Board.

Mayor Kang asked for a report about the City of Hope parking situation. Urias inquired about the Cinco Robles community, and an official response to correct misstatements made (Jordan responded).

SPECIAL ITEMS

Edison Company
(Considered out of order)

Sal Ramirez, Southern California Edison Company, presented information about the extended power outage that occurred on July 10, and answered questions from Councilmembers. Kang suggested that if there is a scope change in future outages, it could be divided into two outages.

Update – Ranch 2 Fire

Azusa Mayor Robert Gonzales presented an update about the Ranch 2 Fire and its containment, the need to permanently clean up the riverbed, and the need for neighboring cities to work together. There was City Council discussion about alternatives, imposing conditions, need for a plan, funding, need for housing, concern about fires, and the neighboring cities working together.

Public Safety Status Report

Brian Villalobos presented the monthly Public Safety Status Report, including Part 1 crimes.

Community Development
Status Report

Craig Hensley presented the monthly Community Development Status Report, including information about the City of Hope plan, the Cinco Robles neighborhood, availability of parking for City of Hope employees, and the slow street program.

Parks and Recreation Status
Report

Manuel Enriquez presented the monthly Parks and Recreation Status Report, and provided an update about registration, activities, and the Mayor's Youth Council recruitment. Fasana suggested that Councilmember-elect Truong be included to participate and/or observe the Mayor's Youth Council interview process. Kang inquired if we could charge a higher fee for use of the City pool (Enriquez responded).

Monthly Financial Report

Dan Jordan presented the monthly Financial Report.

Homeless Program update

Victoria Rocha and Brian Villalobos presented an update about homeless programs, including 2020 homeless count results, current programs, Public Safety Outreach Coordinator, Union Station, SGVCOG City Hygiene Program, homeless plan implementation, rehousing funds, pilot programs, and landlord outreach and incentive program, and noted an item on the Consent Calendar is to consider approval of a Memorandum of Agreement with the San Gabriel Valley Council of Governments for

8/25/20

the Duarte/Irwindale Homeless Plan, development of a Prevention, Diversion, Rapid Rehousing Program, a workforce development pilot program, and participation in a regional landlord and outreach incentive program.

CONSENT CALENDAR

Fasana moved, Reilly seconded to adopt the Consent Calendar, as follows, and carried by the following Roll Call vote:

Approve Items A, B, C, H, I, J, K.

Receive and File Items D, E, F, G.

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang

NOES: None

BUSINESS ITEM

Foothill Workforce Development Board

Victoria Rocha presented a staff report about options pertaining to the Foothill Workforce Development Board, and answered questions from Councilmembers. There was discussion about other options, as well as commonality with Monrovia.

Sheryl Lefmann, Chamber of Commerce, stated workforce development is extremely important, Foothill Workforce did not participate in their consortium, and suggested looking at other structures, such as Citrus College or Mt. SAC.

Kang moved, Paras-Caracci seconded to authorize the City of Duarte's withdrawal from the Foothill Workforce Development Board, approve the City of Monrovia's application to join the Los Angeles County Workforce Development Board, direct that necessary documents and applications be prepared, and return to City Council for future approvals of MOUs and/or JPAs, and carried by the following Roll Call vote:

AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang

NOES: None

ITEMS FROM CITY COUNCIL/ CITY MANAGER

COSGROVE: Stated the Regional Board issued a notice for the new MS4 permit, and comments are due October 23.

JORDAN: Stated he spoke with the City Manager of Azusa and Supervisor Barger's Lead Homeless Deputy, and he will report back to Council.

REILLY: Thanked and congratulated the Foothill Unity Center on its 40 years of service, thanked staff for setting up a cooling center at Royal Oaks, she is glad we are taking steps toward helping the homeless, it needs to be a regional program, and encouraged all to answer the census questions.

LEWIS: Thanked the Public Safety Work Group and Contract Cities for meeting and listening to his questions, thanked staff for the small business grant program and encouraged businesses to apply, and reminded all to get out and vote.

PARAS-CARACCI: Congratulated Vinh Truong and Toney Lewis who will be serving on the City Council for the next four years, wished Foothill Unity Center a happy anniversary, stated there are some opportunities for improvement, engagement, and outreach regarding cooling centers, she appreciates the School District's administration and teachers, regarding the homeless, stated public safety, health and safety, and fire safety are on top of the list, and stated she hopes the regional approach will work for a long-term solution.

FASANA: Stated the rates of COVID seem to be dropping, and encouraged all to stay safe.

FINLAY: She will forward a letter to staff that she received from a resident about electromagnetic testing at Royal Oaks Park, stated some residents north of Duarte Park on Bloomdale/ Maynard are concerned about construction workers parking on Brycedale, there is a lot more trash in that area, and suggested a trash can could be placed there.

KANG: Discussed the School District's distance learning process, inquired about the new shopping cart ordinance (Villalobos responded), and stated the gas light at 2236 High Mesa has been out of service for quite some time.

ADJOURNMENT

Finlay moved, Kang seconded to adjourn the meeting at 10:34 p.m., and carried unanimously.

Mayor Samuel Kang

City Clerk



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: T4353 - ALEX MARAVILLA					
100-2120	ALEX MARAVILLA	Candidate Printing Deposit Refund	R85975		200.00
Vendor T4353 - ALEX MARAVILLA Total:					200.00
Vendor: 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER					
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	CalVIP CBO January 2020 - August 2020	102 - 8/26/2020	201914-Other Expenses-Cal V	7,334.00
Vendor 6066 - AZUSA PACIFIC UNIVERSITY-COMMUNITY COUNSELING CENTER Total:					7,334.00
Vendor: 6192 - BLUE OCEAN POOLS & SPA					
100-1610-7616	BLUE OCEAN POOLS & SPA	Pool Chair Lift Battery Pack	47333		380.00
Vendor 6192 - BLUE OCEAN POOLS & SPA Total:					380.00
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818	250016-Oper of Acq Prop-122	41.67
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					1,586.67
Vendor: 6006 - BRYAN URIAS					
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	9/2020		75.00
Vendor 6006 - BRYAN URIAS Total:					75.00
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 7/2020	160284		147.50
Vendor 5559 - CALE AMERICA INC Total:					147.50
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA	CH (2) Copier Maint 7/16/20 - 8/15/20	4033705780		274.81
100-1825-7631	CANON SOLUTIONS AMERICA	SC Copier Maint 7/16/20 - 8/15/20	4033705781		45.26
100-1825-7631	CANON SOLUTIONS AMERICA	TC Copier Maint 7/16/20 - 8/15/20	4033705782		5.45
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					325.52
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	9/2020		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: 6195 - CITY OF MONTEREY PARK					
100-1605-7012	CITY OF MONTEREY PARK	Lifeguard Certification	O-0001217428		114.00
Vendor 6195 - CITY OF MONTEREY PARK Total:					114.00
Vendor: 4710 - COUNTY OF LOS ANGELES TREASURER & TAX COLLECTOR					
100-1825-7631	COUNTY OF LOS ANGELES TRE	iMac Unsecured Property Tax 7/1/20 - 6/30/21	49111738		276.80
Vendor 4710 - COUNTY OF LOS ANGELES TREASURER & TAX COLLECTOR Total:					276.80
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 7/2020	116006		1,015.42
100-1205-7761	DATA TICKET INC	Admin Citation Processing 7/2020	115411		1,429.22
Vendor 5501 - DATA TICKET INC Total:					2,444.64

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4604 - DIRECT EDGE INC					
100-1410-7887	DIRECT EDGE INC	Stump Grinder Maint/Repair	0107005-IN		63.39
				Vendor 4604 - DIRECT EDGE INC Total:	63.39
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	9/2020		566.00
				Vendor 1533 - EFREN CASTRO Total:	566.00
Vendor: 6188 - ELLIS & MAKUS LLP					
100-1015-7682	ELLIS & MAKUS LLP	Labor Counsel 8/2020	9092		25,648.00
				Vendor 6188 - ELLIS & MAKUS LLP Total:	25,648.00
Vendor: T3798 - EXODUS CONSTRUCTION					
100-2120	EXODUS CONSTRUCTION	Swimming Pool Deposit Refund (1603 Fairdale)	R84861		500.00
				Vendor T3798 - EXODUS CONSTRUCTION Total:	500.00
Vendor: 5795 - FOOTHILL LOCK AND KEY					
100-1610-7652	FOOTHILL LOCK AND KEY	Admin Srvcs Safe Keypad Battery/Service	30899		250.00
				Vendor 5795 - FOOTHILL LOCK AND KEY Total:	250.00
Vendor: 0124 - GINNY JOYCE BELBA					
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	9/2020		218.00
				Vendor 0124 - GINNY JOYCE BELBA Total:	218.00
Vendor: 5347 - GRANICUS INC					
100-1010-7685	GRANICUS INC	Granicus Suite 10/1/20 - 9/30/21	130135		12,246.15
				Vendor 5347 - GRANICUS INC Total:	12,246.15
Vendor: 5367 - HENDERSON'S					
100-1410-7636	HENDERSON'S	Field Services Uniforms	34717		1,336.94
				Vendor 5367 - HENDERSON'S Total:	1,336.94
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVIC	Teen Ctr Paint Supplies	3770377		301.39
100-1610-7618	HOME DEPOT CREDIT SERVIC	Park Fencing (Playground Barriers)	9751942		500.55
100-1610-7618	HOME DEPOT CREDIT SERVIC	Refund-Stakes (Inv #9751942)	6200344		-97.70
100-1410-7980	HOME DEPOT CREDIT SERVIC	Propane Supplies for Asphalt Work	6300002		92.48
100-1610-7618	HOME DEPOT CREDIT SERVIC	Building Maintenance Supplies/Repairs	6740470		90.04
100-1410-7980	HOME DEPOT CREDIT SERVIC	Tools & Safety Glove Supplies	5300134		156.08
100-1610-7618	HOME DEPOT CREDIT SERVIC	Parks & SC Paint Supplies	4300318		291.70
100-1610-7618	HOME DEPOT CREDIT SERVIC	Banner Frame	2120002		60.22
100-1610-7618	HOME DEPOT CREDIT SERVIC	Banner Frame	2531384		44.72
100-1610-7618	HOME DEPOT CREDIT SERVIC	Parks & SC Paint Supplies	3753788		356.99
				Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:	1,796.47
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	9/2020		218.00
				Vendor 3821 - JACQUELINE BURCKHARD Total:	218.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	9/2020		435.00
				Vendor 0128 - JIM KIRCHNER Total:	435.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	9/2020		435.00
				Vendor 5060 - LINDA HENDERSON Total:	435.00

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 1672 - LOS ANGELES COUNTY FIRE DEPARTMENT					
100-1410-7656	LOS ANGELES COUNTY FIRE D	FY21 Underground Fuel Tank Fees	IN0322850		2,303.00
Vendor 1672 - LOS ANGELES COUNTY FIRE DEPARTMENT Total:					2,303.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	9/2020		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 4286 - MAXTREME INC					
100-1815-7965	MAXTREME INC	IT Helpdesk 8/2020	13480		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 8/2020	13480		200.00
Vendor 4286 - MAXTREME INC Total:					8,900.00
Vendor: 6193 - MCKENTLY MALAK ARCHITECTS INC					
100-1405-7975	MCKENTLY MALAK ARCHITEC	2215-2247 Hunt Dr Design Assist 6/27/20 - 7/31/20	29868		3,125.00
Vendor 6193 - MCKENTLY MALAK ARCHITECTS INC Total:					3,125.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	9/2020		12,039.00
Vendor 2461 - MVP, LLC Total:					12,039.00
Vendor: 5851 - OLGALIVIER GARCIA					
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	7/2020		100.00
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	8/2020		100.00
Vendor 5851 - OLGALIVIER GARCIA Total:					200.00
Vendor: T4352 - PRECIOUS JACKSON					
100-4808	PRECIOUS JACKSON	Swim Lesson Refund (PT Jackson)	2000117.003		35.00
Vendor T4352 - PRECIOUS JACKSON Total:					35.00
Vendor: 5941 - ROCKETOLOGY LLC					
100-1605-7736	ROCKETOLOGY LLC	Virtual Science Class Instructor Fee	1784		100.00
Vendor 5941 - ROCKETOLOGY LLC Total:					100.00
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (Cal Am Water) 7/2020	876139		1,814.95
100-1015-7686	RUTAN & TUCKER LLP	Trademark D Legal Srvcs 7/2020	876140		137.50
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 7/2020	876141		7,980.50
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 7/2020	876367		6,816.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					16,748.95
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	9/2020		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION					
100-1010-7612	SAN GABRIEL VALLEY CITY MA	Dan Jordan Membership 7/1/20 - 6/30/21	8262020		55.00
Vendor 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION Total:					55.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 8/202	8-2020D		5,166.67
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,166.67
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	1230 Hunt Dr Legal 7/2020	26833		201.60
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 7/2020	26833		3,146.70
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 7/2020	26833		93.80
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 7/2020	26833		67.20
Vendor 5441 - SILVER & WRIGHT LLP Total:					3,509.30
Vendor: 0209 - SMART & FINAL					
100-1605-7733	SMART & FINAL	SC Food Bank Supplies	016789		43.96

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	016790		25.34
Vendor 0209 - SMART & FINAL Total:					69.30
Vendor: 2688 - STAPLES ADVANTAGE					
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice	3453776744		-83.78
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3453776745		4.27
100-1805-7614	STAPLES ADVANTAGE	File Folders	3453776746		121.85
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3453776747		82.81
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3453776748		52.67
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3454298125		38.87
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3454298126		27.50
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3454298127		41.69
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3454380298		52.67
100-1605-7614	STAPLES ADVANTAGE	Blue Tape	3454380299		35.26
100-1805-7614	STAPLES ADVANTAGE	Binder Cover	3454907782		12.23
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	3455377622		69.45
100-1805-7614	STAPLES ADVANTAGE	9V Batteries	3455377624		17.18
Vendor 2688 - STAPLES ADVANTAGE Total:					472.67
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	9/2020		218.00
Vendor 0083 - STEVE ESBENSHADE Total:					218.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Srvcs 9/2020	14195		564.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 9/2020	14196		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 9/2020	14197		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 9/2020	14198		553.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					2,106.60
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PU	EOC Software 7/1/2020 - 7/31/2020	842752772		166.88
Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:					166.88
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	9/2020		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1010-7965	TRIPEPI SMITH & ASSOCIATES	Social Media Support 7/2020	5349		722.50
100-1010-7965	TRIPEPI SMITH & ASSOCIATES	Social Media & Content Mgmt 8/2020	5330		6,355.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					7,077.50
Vendor: 0567 - TZEITEL PARAS-CARACCI					
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	9/2020		75.00
Vendor 0567 - TZEITEL PARAS-CARACCI Total:					75.00
Vendor: 4484 - U.S. BANK					
100-1405-7610	U.S. BANK	Cecilia Contreras CCAC Training 10/2020	8252020CH		25.00
100-1405-7613	U.S. BANK	Lg Data Format Transfer-Hightail	8252020CH		15.99
100-1020-7712	U.S. BANK	Duarte Census Banner (Curo)	8252020DJ		91.15
100-1020-7712	U.S. BANK	Hootsuite 8/2/2020 - 9/1/202	8252020DJ		14.99
100-1020-7712	U.S. BANK	Spotify	8252020DJ		9.99
100-1020-7712	U.S. BANK	Facebook Ads	8252020DJ		1.13
100-1020-7712	U.S. BANK	Covid-19 Banners (Curo Print)	8252020DJ	202024-Comm Information-C	132.30
100-1020-7712	U.S. BANK	Web & Accessibility Compliance 9/1/20 - 8/31/21	8252020DJ		2,400.00
100-1205-7980	U.S. BANK	TobaccoFree Tuesdays (Facebook Ads)	8252020DJ	202105-Other Exp-Tobacco Gr	22.00
100-1825-7626	U.S. BANK	Postage Machine Ink (Quadient)	8252020DJ		337.86

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7726	U.S. BANK	Adobe Creative Cloud	8252020KP		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	8252020KP		101.94
100-1605-7728	U.S. BANK	(3) Background Check/Fingerprinting (Fieldprint)	8252020KP	202107-Duarte's Promise-Exp	86.25
100-1605-7728	U.S. BANK	(3) Truescreen	8252020KP	202107-Duarte's Promise-Exp	22.50
100-1605-7733	U.S. BANK	SC Netflix	8252020KP		8.81
100-1605-7735	U.S. BANK	TC Netflix	8252020KP		12.99
100-1805-7614	U.S. BANK	Front Counter Organizer (Amazon)	8252020KP		13.66
100-1805-7980	U.S. BANK	Miscrosoft 365 7/27/20 - 8/26/20	8252020KP		12.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud	8252020KP		314.91
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Acropro	8252020KP		14.99
100-1815-7632	U.S. BANK	Finance Webinar 8/7/20 - 9/6/20 (Zoom)	8252020KP		80.00
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	8252020KP		23.09
100-1605-7728	U.S. BANK	Member Appreciation (Vons)	8252020ME	202009- Duarte's Promise - A	100.00
100-1605-7728	U.S. BANK	Member Appreication (Paper Source)	8252020ME	202009- Duarte's Promise - A	38.85
100-1605-7728	U.S. BANK	Member Appreciation (Target)	8252020ME	202009- Duarte's Promise - A	38.90
100-1605-7728	U.S. BANK	Member Appreciation (Staple)	8252020ME	202009- Duarte's Promise - A	53.98
100-1605-7730	U.S. BANK	Touch-A-Truck Parade Banners (Curo)	8252020ME		236.71
100-1605-7735	U.S. BANK	TC (3) First Aid Kits (Amazon)	8252020ME		63.90
100-1610-7616	U.S. BANK	Pace Clock Parts (SCP Distributors)	8252020ME		124.15
Vendor 4484 - U.S. BANK Total:					4,433.03
Vendor: 6196 - VINH TRUONG					
100-2120	VINH TRUONG	Candidate Printing Deposit Refund	R85957		200.00
Vendor 6196 - VINH TRUONG Total:					200.00
Vendor: 1974 - VISION COMMUNICATIONS CO					
100-1410-7650	VISION COMMUNICATIONS C	Vehicle #18 Two-Way Radio Install	0748025-IN		969.02
Vendor 1974 - VISION COMMUNICATIONS CO Total:					969.02
Vendor: 6113 - WARDS SERVICE					
100-1405-7650	WARDS SERVICE	Vehicle # 32 Repair	80763		107.13
Vendor 6113 - WARDS SERVICE Total:					107.13
Vendor: 4797 - WEX BANK					
100-1410-7650	WEX BANK	Fuel-CNG 7/1/20 - 7/31/20	66797854		86.44
100-1605-7650	WEX BANK	Fuel-Parks & Rec 7/1/20 - 7/31/20	66797854		36.67
Vendor 4797 - WEX BANK Total:					123.11
Fund 100 - GENERAL FUND Total:					125,457.24
Fund: 220 - GAS TAX FUN					
Vendor: 5873 - ELIE FARAH INC					
220-2225-7980	ELIE FARAH INC	FY21 Street Rehab Engineering Srvc 7/28/20 - 8	DUA20-23-8/17/20	202101-Other Exp-2021 Stree	13,584.00
Vendor 5873 - ELIE FARAH INC Total:					13,584.00
Vendor: 6194 - HURTADO LANDSCAPE AND CONCRETE					
220-2205-8060	HURTADO LANDSCAPE AND C	Emergency Sidewalk Repair (2942 Treefern)	1810		1,900.00
Vendor 6194 - HURTADO LANDSCAPE AND CONCRETE Total:					1,900.00
Fund 220 - GAS TAX FUN Total:					15,484.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		7,500.00

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		4,845.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		485.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	6944818		500.00
Vendor 3889 - BRIGHTVIEW LANDSCAPE SERVICES INC Total:					20,636.07
Vendor: 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC					
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs/Supplies (Medians)	102563065-001		345.28
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Inventory Supplies	102570063-001		48.38
Vendor 5691 - SITEONE LANDSCAPE SUPPLY HOLDING LLC Total:					393.66
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Removals	163162		17,100.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					17,100.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					38,129.73
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2020	SI007656		28,304.72
Vendor 3192 - FOOTHILL TRANSIT Total:					28,304.72
Fund 440 - PROPOSITION A TRANSIT FUND Total:					28,304.72
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2020	SI007656		23,158.41
Vendor 3192 - FOOTHILL TRANSIT Total:					23,158.41
Fund 460 - PROPOSITION C TRANSIT FUND Total:					23,158.41
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 6024 - RUIZ CONCRETE AND PAVING INC					
470-2127	RUIZ CONCRETE AND PAVING	Retention	3-7/30/2020		-3,023.93
470-4705-8060	RUIZ CONCRETE AND PAVING	FY19/20 Concrete Repair Project	3-7/30/2020		60,478.68
Vendor 6024 - RUIZ CONCRETE AND PAVING INC Total:					57,454.75
Fund 470 - MEASURE R LR TRANSIT FUND Total:					57,454.75

Council Warrant Register By Vendor

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 521 - INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND					
Vendor: 6191 - GOVERNMENT LEASING AND FINANCE INC					
521-5215-8340	GOVERNMENT LEASING AND	Infrastructure Modernization Payment # 1	421464330		154,276.69
521-5215-8350	GOVERNMENT LEASING AND	Infrastructure Modernization Payment # 1	421464330		66,560.33
Vendor 6191 - GOVERNMENT LEASING AND FINANCE INC Total:					220,837.02
Fund 521 - INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND Total:					220,837.02
Grand Total:					508,825.87

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	125,457.24
220 - GAS TAX FUN	15,484.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	38,129.73
440 - PROPOSITION A TRANSIT FUND	28,304.72
460 - PROPOSITION C TRANSIT FUND	23,158.41
470 - MEASURE R LR TRANSIT FUND	57,454.75
521 - INFRASTRUCTURE MODERNIZATION DEBT SERVIC	220,837.02
Grand Total:	508,825.87

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	55.00
100-1010-7614	Office Supplies	4.27
100-1010-7685	Content Delivery, Netwo	12,246.15
100-1010-7965	Professional Services	7,077.50
100-1015-7680	City Attorney Legal	7,980.50
100-1015-7682	Labor Counsel Legal	25,648.00
100-1015-7684	Code Enforcement Legal	3,509.30
100-1015-7686	Other Legal Services	8,768.45
100-1020-7712	Community Information	2,649.56
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	296.47
100-1205-7655	Emergency Services	166.88
100-1205-7761	Parking Ticket Collect	2,444.64
100-1205-7762	Parking Pass Kiosk Costs	147.50
100-1205-7779	Youth Programs	200.00
100-1205-7780	Animal Control	5,166.67
100-1205-7787	Public Safety Cntr Lease	12,039.00
100-1205-7980	Other Expenses	7,356.00
100-1405-7610	Travel, Mtgs & Conf	25.00
100-1405-7612	Publications and Dues	101.94
100-1405-7613	Duplications And Photos	15.99
100-1405-7614	Office Supplies	-14.59
100-1405-7650	Vehicle Maintenance	107.13
100-1405-7975	Economic Development	3,125.00
100-1410-7636	Uniforms	1,336.94
100-1410-7650	Vehicle Maintenance	1,055.46
100-1410-7656	Emergency Generator	2,303.00
100-1410-7887	Repairs & Replacements	63.39
100-1410-7980	Other Expenses	248.56
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7012	Aquatics Salaries	114.00
100-1605-7614	Office Supplies	35.26
100-1605-7650	Vehicle Maintenance	36.67
100-1605-7728	Americorp's VIP Progra	340.48
100-1605-7730	Special Events	236.71
100-1605-7733	Senior Center	78.11
100-1605-7735	Teen Center	76.89
100-1605-7736	Youth & Adult Recreatio	100.00
100-1610-7616	Pool Supplies	504.15
100-1610-7618	Building Supplies	1,547.91

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7652	Building Maint Services	250.00
100-1805-7614	Office Supplies	164.92
100-1805-7980	Other Expenses	12.00
100-1815-7632	Software Maintenance	409.90
100-1815-7821	Personal Computer Supp	553.00
100-1815-7830	Telephones	1,576.69
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7626	Postage	337.86
100-1825-7631	Equipment Maintenance	602.32
100-1825-7674	Retiree Health Insurance	2,525.00
100-1825-7945	Operation Of Acq Prop	41.67
100-2120	Refundable Deposits	900.00
100-4808	Swim Lesson Fees	35.00
220-2205-8060	Sidewalk Improvements	1,900.00
220-2225-7980	Other Expenses	13,584.00
240-2410-7662	Other Serv-Citywide	48.38
240-2410-7663	Other Serv-Medians	345.28
240-2410-7906	Tree Trim-Citywide	17,100.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
440-4405-7960	Foothill Transit Operatio	28,304.72
460-4605-7960	Foothill Tranist Operatio	23,158.41
470-2127	Retention Payable	-3,023.93
470-4705-8060	Sidewalk/Concrete Repa	60,478.68
521-5215-8340	Principal Payments	154,276.69
521-5215-8350	Interest Expense	66,560.33
Grand Total:		508,825.87

Project Account Summary

Project Account Key	Payment Amount
None	487,371.42
201914-Other Expenses-Cal VIP	7,334.00
202009- Duarte's Promise - America's Promise Exp	231.73
202024-Comm Information-Coronavirus Response	132.30
202101-Other Exp-2021 Street Rehab Project	13,584.00
202105-Other Exp-Tobacco Grant	22.00
202107-Duarte's Promise-Expense	108.75
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	508,825.87



City of Duarte

Council Warrant Register By Account

By Fund

Payment Dates 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1825-7631	COUNTY OF LOS ANGELES TRE	iMac Unsecured Property Tax 7/1/20 - 6/30/21	EFT10244		276.80
100-1610-7618	HOME DEPOT CREDIT SERVIC	Teen Ctr Paint Supplies	EFT10242		301.39
100-1605-7736	ROCKETOLOGY LLC	Virtual Science Class Instructor Fee	215428		100.00
100-1610-7618	HOME DEPOT CREDIT SERVIC	Park Fencing (Playground Barriers)	EFT10242		500.55
100-1610-7618	HOME DEPOT CREDIT SERVIC	Refund-Stakes (Inv #9751942)	EFT10242		-97.70
100-1410-7980	HOME DEPOT CREDIT SERVIC	Propane Supplies for Asphalt Work	EFT10242		92.48
100-1610-7618	HOME DEPOT CREDIT SERVIC	Building Maintenance Supplies/Repairs	EFT10242		90.04
100-1410-7980	HOME DEPOT CREDIT SERVIC	Tools & Safety Glove Supplies	EFT10242		156.08
100-1610-7618	HOME DEPOT CREDIT SERVIC	Parks & SC Paint Supplies	EFT10242		291.70
100-1205-7762	CALE AMERICA INC	WTP Fees 7/2020	215411		147.50
100-1410-7656	LOS ANGELES COUNTY FIRE D	FY21 Underground Fuel Tank Fees	215425		2,303.00
100-1010-7965	TRIPEPI SMITH & ASSOCIATES	Social Media Support 7/2020	663		722.50
100-1015-7684	SILVER & WRIGHT LLP	1230 Hunt Dr Legal 7/2020	659		201.60
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 7/2020	659		3,146.70
100-1015-7684	SILVER & WRIGHT LLP	1939 Wardell Legal 7/2020	659		67.20
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 7/2020	659		93.80
100-1405-7975	MCKENTLY MALAK ARCHITEC	2215-2247 Hunt Dr Design Assist 6/27/20 - 7/31/20	215427		3,125.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		115.00
100-1415-7916	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		1,430.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410	250016-Oper of Acq Prop-122	41.67
100-1205-7655	THOMSON REUTERS-WEST PU	EOC Software 7/1/2020 - 7/31/2020	215432		166.88
100-1610-7618	HOME DEPOT CREDIT SERVIC	Banner Frame	EFT10242		60.22
100-1610-7618	HOME DEPOT CREDIT SERVIC	Banner Frame	EFT10242		44.72
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 8/202	215430		5,166.67
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Srvcs 9/2020	662		564.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 9/2020	662		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 9/2020	662		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 9/2020	662		553.00
100-1410-7887	DIRECT EDGE INC	Stump Grinder Maint/Repair	215414		63.39
100-1205-7761	DATA TICKET INC	Parking Citation Processing 7/2020	646		1,015.42
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice	661		-83.78
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	661		4.27
100-1805-7614	STAPLES ADVANTAGE	File Folders	661		121.85
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	661		82.81
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	661		52.67
100-1610-7618	HOME DEPOT CREDIT SERVIC	Parks & SC Paint Supplies	EFT10242		356.99
100-1010-7685	GRANICUS INC	Granicus Suite 10/1/20 - 9/30/21	651		12,246.15
100-1010-7965	TRIPEPI SMITH & ASSOCIATES	Social Media & Content Mgmt 8/2020	663		6,355.00
100-1825-7631	CANON SOLUTIONS AMERICA	CH (2) Copier Maint 7/16/20 - 8/15/20	215412		274.81

Council Warrant Register By Account

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7631	CANON SOLUTIONS AMERICA	SC Copier Maint 7/16/20 - 8/15/20	215412		45.26
100-1825-7631	CANON SOLUTIONS AMERICA	TC Copier Maint 7/16/20 - 8/15/20	215412		5.45
100-1815-7965	MAXTREME INC	IT Helpdesk 8/2020	654		8,700.00
100-1815-7980	MAXTREME INC	Crash Plan Recovery 8/2020	654		200.00
100-1410-7636	HENDERSON'S	Field Services Uniforms	215420		1,336.94
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	661		38.87
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	661		27.50
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	661		41.69
100-1610-7616	BLUE OCEAN POOLS & SPA	Pool Chair Lift Battery Pack	215408		380.00
100-1405-7650	WARDS SERVICE	Vehicle # 32 Repair	670		107.13
100-1605-7012	CITY OF MONTEREY PARK	Lifeguard Certification	215413		114.00
100-2120	EXODUS CONSTRUCTION	Swimming Pool Deposit Refund (1603 Fairdale)	215415		500.00
100-4808	PRECIOUS JACKSON	Swim Lesson Refund (PT Jackson)	215421		35.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	661		52.67
100-1605-7614	STAPLES ADVANTAGE	Blue Tape	661		35.26
100-1205-7761	DATA TICKET INC	Admin Citation Processing 7/2020	646		1,429.22
100-1205-7787	MVP, LLC	Public Safety Lease	655		12,039.00
100-1410-7650	VISION COMMUNICATIONS C	Vehicle #18 Two-Way Radio Install	669		969.02
100-1405-7610	U.S. BANK	Cecilia Contreras CCAC Training 10/2020	665		25.00
100-1405-7613	U.S. BANK	Lg Data Format Transfer-Hightail	665		15.99
100-1020-7712	U.S. BANK	Hootsuite 8/2/2020 - 9/1/202	664		14.99
100-1020-7712	U.S. BANK	Facebook Ads	664		1.13
100-1020-7712	U.S. BANK	Spotify	664		9.99
100-1020-7712	U.S. BANK	Covid-19 Banners (Curo Print)	664	202024-Comm Information-C	132.30
100-1020-7712	U.S. BANK	Duarte Census Banner (Curo)	664		91.15
100-1020-7712	U.S. BANK	Web & Accessibility Compliance 9/1/20 - 8/31/21	664		2,400.00
100-1205-7980	U.S. BANK	TobaccoFree Tuesdays (Facebook Ads	664	202105-Other Exp-Tobacco Gr	22.00
100-1825-7626	U.S. BANK	Postage Machine Ink (Quadiant)	664		337.86
100-1020-7726	U.S. BANK	Adobe Creative Cloud	667		34.99
100-1405-7612	U.S. BANK	Adobe Creative Cloud	667		101.94
100-1605-7728	U.S. BANK	(3) Background Check/Fingerprinting (Fieldprint)	667	202107-Duarte's Promise-Exp	86.25
100-1605-7728	U.S. BANK	(3) Truescreen	667	202107-Duarte's Promise-Exp	22.50
100-1605-7733	U.S. BANK	SC Netflix	667		8.81
100-1605-7735	U.S. BANK	TC Netflix	667		12.99
100-1805-7614	U.S. BANK	Front Counter Organizer (Amazon)	667		13.66
100-1805-7980	U.S. BANK	Miscrosoft 365 7/27/20 - 8/26/20	667		12.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud	667		314.91
100-1815-7632	U.S. BANK	HR/Michelle-Adobe Acropro	667		14.99
100-1815-7632	U.S. BANK	Finance Webinar 8/7/20 - 9/6/20 (Zoom)	667		80.00
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	667		23.09
100-1605-7728	U.S. BANK	Member Appreciation (Staple	666	202009- Duarte's Promise - A	53.98
100-1605-7728	U.S. BANK	Member Appreciation (Target	666	202009- Duarte's Promise - A	38.90
100-1605-7728	U.S. BANK	Member Appreciation (Vons)	666	202009- Duarte's Promise - A	100.00
100-1605-7728	U.S. BANK	Member Appreication (Paper Source)	666	202009- Duarte's Promise - A	38.85
100-1605-7730	U.S. BANK	Touch-A-Truck Parade Banners (Curo)	666		236.71

Council Warrant Register By Account

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	TC (3) First Aid Kits (Amazon)	666		63.90
100-1610-7616	U.S. BANK	Pace Clock Parts (SCP Distributors)	666		124.15
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation (Cal Am Water) 7/2020	658		1,814.95
100-1015-7686	RUTAN & TUCKER LLP	Trademark D Legal Srvcs 7/2020	658		137.50
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 7/2020	658		7,980.50
100-1605-7733	SMART & FINAL	SC Food Bank Supplies	660		43.96
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	660		25.34
100-1205-7980	AZUSA PACIFIC UNIVERSITY-C	CalVIP CBO January 2020 - August 2020	215406	201914-Other Expenses-Cal V	7,334.00
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	215418		100.00
100-1205-7779	OLGALIVIER GARCIA	PS Intern Stipend	215418		100.00
100-1010-7612	SAN GABRIEL VALLEY CITY MA	Dan Jordan Membership 7/1/20 - 6/30/21	215429		55.00
100-1805-7614	STAPLES ADVANTAGE	Binder Cover	661		12.23
100-1410-7650	WEX BANK	Fuel-CNG 7/1/20 - 7/31/20	EFT10243		86.44
100-1605-7650	WEX BANK	Fuel-Parks & Rec 7/1/20 - 7/31/20	EFT10243		36.67
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 7/2020	658		6,816.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	661		69.45
100-1805-7614	STAPLES ADVANTAGE	9V Batteries	661		17.18
100-1015-7682	ELLIS & MAKUS LLP	Labor Counsel 8/2020	648		25,648.00
100-1610-7652	FOOTHILL LOCK AND KEY	Admin Srvcs Safe Keypad Battery/Service	215417		250.00
100-2120	VINH TRUONG	Candidate Printing Deposit Refund	215433		200.00
100-2120	ALEX MARAVILLA	Candidate Printing Deposit Refund	215426		200.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	215416		75.00
100-1005-7646	TZEITEL PARAS-CARACCI	Council Vehicle Allowance	656		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	215422		75.00
100-1005-7649	BRYAN URIAS	Council Vehicle Allowance	668		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	215424		75.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	215409		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	649		218.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	652		435.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	644		218.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	645		566.00
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	215407		218.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	215423		435.00
Fund 100 - GENERAL FUND Total:					125,457.24
Fund: 220 - GAS TAX FUN					
220-2205-8060	HURTADO LANDSCAPE AND C	Emergency Sidewalk Repair (2942 Treefern)	653		1,900.00
220-2225-7980	ELIE FARAH INC	FY21 Street Rehab Engineering Srvcs 7/28/20 - 8	647	202101-Other Exp-2021 Stree	13,584.00
Fund 220 - GAS TAX FUN Total:					15,484.00
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7915	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		485.00

Council Warrant Register By Account

Payment Dates: 8/27/2020 - 9/9/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
240-2410-7917	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		4,845.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		480.58
240-2423-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		400.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SER	Landscape Maintenance 8/2020	215410		500.00
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Removals	671		17,100.00
240-2410-7663	SITEONE LANDSCAPE SUPPLY	Irrigation Repairs/Supplies (Medians)	215431		345.28
240-2410-7662	SITEONE LANDSCAPE SUPPLY	Irrigation Inventory Supplies	215431		48.38
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					38,129.73
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2020	650		28,304.72
Fund 440 - PROPOSITION A TRANSIT FUND Total:					28,304.72
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 7/2020	650		23,158.41
Fund 460 - PROPOSITION C TRANSIT FUND Total:					23,158.41
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	RUIZ CONCRETE AND PAVING	Retention	657		-3,023.93
470-4705-8060	RUIZ CONCRETE AND PAVING	FY19/20 Concrete Repair Project	657		60,478.68
Fund 470 - MEASURE R LR TRANSIT FUND Total:					57,454.75
Fund: 521 - INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND					
521-5215-8340	GOVERNMENT LEASING AND	Infrastructure Modernization Payment # 1	215419		154,276.69
521-5215-8350	GOVERNMENT LEASING AND	Infrastructure Modernization Payment # 1	215419		66,560.33
Fund 521 - INFRASTRUCTURE MODERNIZATION DEBT SERVICE FUND Total:					220,837.02
Grand Total:					508,825.87

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	125,457.24
220 - GAS TAX FUN	15,484.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	38,129.73
440 - PROPOSITION A TRANSIT FUND	28,304.72
460 - PROPOSITION C TRANSIT FUND	23,158.41
470 - MEASURE R LR TRANSIT FUND	57,454.75
521 - INFRASTRUCTURE MODERNIZATION DEBT SERVIC	220,837.02
Grand Total:	508,825.87

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7642	Travel & Exp - Finlay	75.00
100-1005-7646	Travel & Exp - Paras	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7649	Travel & Exp - Urias	75.00
100-1005-7650	Travel & Exp - Lewis	75.00
100-1010-7612	Publications and Dues	55.00
100-1010-7614	Office Supplies	4.27
100-1010-7685	Content Delivery, Netwo	12,246.15
100-1010-7965	Professional Services	7,077.50
100-1015-7680	City Attorney Legal	7,980.50
100-1015-7682	Labor Counsel Legal	25,648.00
100-1015-7684	Code Enforcement Legal	3,509.30
100-1015-7686	Other Legal Services	8,768.45
100-1020-7712	Community Information	2,649.56
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1205-7614	Office Supplies	296.47
100-1205-7655	Emergency Services	166.88
100-1205-7761	Parking Ticket Collect	2,444.64
100-1205-7762	Parking Pass Kiosk Costs	147.50
100-1205-7779	Youth Programs	200.00
100-1205-7780	Animal Control	5,166.67
100-1205-7787	Public Safety Cntr Lease	12,039.00
100-1205-7980	Other Expenses	7,356.00
100-1405-7610	Travel, Mtgs & Conf	25.00
100-1405-7612	Publications and Dues	101.94
100-1405-7613	Duplications And Photos	15.99
100-1405-7614	Office Supplies	-14.59
100-1405-7650	Vehicle Maintenance	107.13
100-1405-7975	Economic Development	3,125.00
100-1410-7636	Uniforms	1,336.94
100-1410-7650	Vehicle Maintenance	1,055.46
100-1410-7656	Emergency Generator	2,303.00
100-1410-7887	Repairs & Replacements	63.39
100-1410-7980	Other Expenses	248.56
100-1415-7916	Landscape-Sport Park	1,430.00
100-1605-7012	Aquatics Salaries	114.00
100-1605-7614	Office Supplies	35.26
100-1605-7650	Vehicle Maintenance	36.67
100-1605-7728	Americorp's VIP Progra	340.48
100-1605-7730	Special Events	236.71
100-1605-7733	Senior Center	78.11
100-1605-7735	Teen Center	76.89
100-1605-7736	Youth & Adult Recreatio	100.00
100-1610-7616	Pool Supplies	504.15
100-1610-7618	Building Supplies	1,547.91

Account Summary

Account Number	Account Name	Payment Amount
100-1610-7652	Building Maint Services	250.00
100-1805-7614	Office Supplies	164.92
100-1805-7980	Other Expenses	12.00
100-1815-7632	Software Maintenance	409.90
100-1815-7821	Personal Computer Supp	553.00
100-1815-7830	Telephones	1,576.69
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1825-7626	Postage	337.86
100-1825-7631	Equipment Maintenance	602.32
100-1825-7674	Retiree Health Insurance	2,525.00
100-1825-7945	Operation Of Acq Prop	41.67
100-2120	Refundable Deposits	900.00
100-4808	Swim Lesson Fees	35.00
220-2205-8060	Sidewalk Improvements	1,900.00
220-2225-7980	Other Expenses	13,584.00
240-2410-7662	Other Serv-Citywide	48.38
240-2410-7663	Other Serv-Medians	345.28
240-2410-7906	Tree Trim-Citywide	17,100.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	5,330.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
440-4405-7960	Foothill Transit Operatio	28,304.72
460-4605-7960	Foothill Tranist Operatio	23,158.41
470-2127	Retention Payable	-3,023.93
470-4705-8060	Sidewalk/Concrete Repa	60,478.68
521-5215-8340	Principal Payments	154,276.69
521-5215-8350	Interest Expense	66,560.33
Grand Total:		508,825.87

Project Account Summary

Project Account Key	Payment Amount
None	487,371.42
201914-Other Expenses-Cal VIP	7,334.00
202009- Duarte's Promise - America's Promise Exp	231.73
202024-Comm Information-Coronavirus Response	132.30
202101-Other Exp-2021 Street Rehab Project	13,584.00
202105-Other Exp-Tobacco Grant	22.00
202107-Duarte's Promise-Expense	108.75
250016-Oper of Acq Prop-1229 Pops Road	41.67
Grand Total:	508,825.87



Agenda Item:	_____
CM Review:	<u> <i>DP</i> </u>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: September 8, 2020

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

SUBJECT: FY 2020-21 Memorandums of Understanding

RECOMMENDATION: Recommend that the City Council approve the Memorandums of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees and General Employees

FISCAL IMPACT: Approves a one-time expense of \$60,200 for FY 2020-21

BACKGROUND

The City of Duarte has two employee bargaining units; the general employees and the management & professional employees. Both of these units are represented by the Service Employees International Union, Local 721 (SEIU 721). The City most recently entered into Memorandums of Understanding (“MOUs”) with these two bargaining units in 2017. These MOUs expired on June 30, 2020. The representatives of the two bargaining units submitted a joint proposal in April 2020. The City Manager, Assistant City Manager and a labor attorney analyzed the proposal, met with the City Council and presented a counter proposal to the bargaining units. After a few meetings with both the bargaining units and City Council, a tentative agreement was reached and the Union members voted to ratify the terms of the tentative agreement on July 15, 2020. Now the final drafts of the MOU are being presented to the City Council and are available to the public for review.

DISCUSSION/ANALYSIS

The key elements of the tentative agreement are as follows:

- The term of each MOU is to be one year.
- The City will pay a one-time payment of \$1,400 per month to each full time employee currently employed by the City.
- The MOUs do not include a salary increase.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to execute the attached Memorandums of Understanding with the General Employees and the Management & Professional Employees.

FISCAL IMPACT

Approves a one-time expense of \$60,200 for FY 2020-21

ATTACHMENTS

Memorandum of Understanding between the City of Duarte and SEIU Local 721 – Management & Professional Employees

Memorandum of Understanding between the City of Duarte and SEIU Local 721 – General Employees

Memorandum of Understanding

Between City of Duarte and

SEIU Local 721 – Management & Professional
Employees

Fiscal Year 2020/2021

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – Management & Professional Employees**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Duarte ("City") and the Service Employees International Union, Local 721 ("SEIU 721").

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

Assistant to the City Manager
Assistant Civil Engineer
Associate Civil Engineer
Associate Planner
City Clerk
City Planner
Public Safety Manager
Deputy City Manager
Director of Community Development
Director of Parks & Recreation
Director of Public Safety Services
Public Works Manager
Facilities Maintenance Supervisor
Field Services Manager
Financial Service Manager
Information Technology Manager
Recreation Superintendent
Recreation Supervisor
Senior Planner
Transportation Supervisor

2. Term

The term of this MOU shall be from July 1, 2020 to June 30, 2021.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

There will be no increases to salary during the term of this MOU. Effective the first full pay period following the full execution of the MOU, a one-time lump sum payment will be made to all employees who are employed by the City as of the date of full execution of the MOU in the amount of \$1,400 per employee. Employees acknowledge their understanding that this payment will be subject to state and federal taxes, but is not reportable to CalPERS.

The salary range for each classification effective July 1, 2020 is set forth in Appendix A.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. The City will contribute toward the cost of any insurance program for employees and dependents at the following monthly rates.

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$649.57	\$487.18
Employee + One	\$1,299.14	\$974.36
Employee + Two or More	\$1,688.88	\$1,266.66

Employees will pay any excess premiums through payroll deduction.

The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City's maximum coverage.

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within

one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits.

The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Effective July 1, 2017, the City will contract to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

Effective July 1, 2020, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

Effective July 1, 2020, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents at the following monthly rates.

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$10.27
Employee + One	\$14.92
Employee + Two or More	\$27.07

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a 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; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- (2) For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- (3) For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the 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; and 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.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below.

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40
10 years plus one day or more	60

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner or an arrangement where someone is standing "*in loco parentis*".

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M. on a regular working day, minimum pay of three (3) hours at the rate of one and one half (1 1/2) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1 1/2) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email or other means. Employees who are contacted and perform work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a. This section does not apply to Department Heads.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six

(6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand dollars (\$3,000.00) for full-time employees or two-thousand, three hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime and Premium Pay

a. Eligibility for Overtime or Premium Pay

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act (FLSA).

(1) Non-Exempt Employees

Employees who are classified as non-exempt under the provisions of the FLSA are entitled to receive overtime compensation at the rates set forth in section 15.b, below. Non-exempt employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(2) Exempt Non-Department Head Employees

Employees who are classified as exempt under the provisions of the FLSA are not legally entitled to receive overtime compensation for time worked in excess of forty (40) hours in a given workweek. However, the City provides a non-FLSA premium pay to those employees for time actually worked in excess of forty (40) hours in a given workweek at the rates set forth in section 15.b, below. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

(3) Department Head Employees

Department heads will receive administrative leave in lieu of overtime and premium pay (see Section 39).

b. Overtime and Premium Pay Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, a non-exempt employee who works forty-three (43) hours in a workweek will receive forty (40) hours of compensation at his/her regular rate of pay, and three (3) hours of compensation at one and one-half (1.5) times his/her regular rate of pay.

As explained in Section 15.a.ii, exempt employees are not legally entitled to receive any additional compensation for hours worked in excess of forty (40) in a workweek. However, the City has elected to compensate exempt employees (except for department heads) with non-FLSA premium pay at their regular rate of pay for all hours actually worked in excess of forty (40) in a workweek. For example, an exempt employee who works forty-three (43) hours in a workweek will receive forty-three (43) hours of compensation at his/her regular rate of pay.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive premium pay or overtime if such attendance requires the employee to work more than forty (40) hours in a workweek. Department Heads will not be additionally compensated for attendance at required meetings.

d. Use of Overtime and Premium Pay Discouraged

The City Manager will take all necessary measures to minimize the use of overtime and premium pay. All employees (other than Department Heads) must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime or premium pay, non-department head employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take

another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City will increase the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2×) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The "2% at 62" benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any

adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

As detailed in Article 41, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will

be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

When a full-time employee is laid off, that employee will be entitled to receive severance pay as follows:

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job, and eligible for workers' compensation benefits, will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non- probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules

that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and Unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
 - (1) The party imposing discipline shall be permitted to make an opening statement;
 - (2) The appealing party shall then be permitted to make an opening statement;
 - (3) The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 - (4) The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 - (5) The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 - (6) Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the

parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side.

The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a

scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the breakdown of each amount remitted (*i.e.*, dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly the City will provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A “grievance” is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and

will be considered an expression of management's viewpoint, and shall be the final administrative review.

- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the

same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his/her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- c. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.
- e. Union-Related Training.

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union of the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion).

Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, Worksite Organizer, or any relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Administrative Leave

Department heads will receive 60 hours of administrative leave in July of each year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Administrative leave will not accrue from one fiscal year to the next.

40. City Vehicles

In lieu of mileage reimbursement, and as additional compensation, vehicles will be provided for the use of department heads or other employees on City business. Department heads will be permitted limited personal use of their vehicles subject to policies established by the City Manager.

41. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Samuel Kang

Date

SEIU LOCAL 721

Lupe Valerio
Lupe Valerio, Union Board Member

8-26-20

Date

APPROVED AS TO FORM:

Kelly A. Trainer
Kelly A. Trainer, Burke, Williams & Sorensen, LLP

8.20.2020

Date

Steve Koffroth
Steve Koffroth, SEIU Local 721

8/20/20

Date

Appendix A – Salary Schedule Effective July 1, 2020

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 38.04	\$ 6,594	\$ 39.25	\$ 6,804	\$ 40.45	\$ 7,011	\$ 41.66	\$ 7,221	\$ 42.86	\$ 7,429	\$ 44.08	\$ 7,641	\$ 45.28	\$ 7,849
Assistant to the City Manager	\$ 49.18	\$ 8,524	\$ 50.62	\$ 8,774	\$ 52.05	\$ 9,022	\$ 53.50	\$ 9,274	\$ 54.95	\$ 9,524	\$ 56.40	\$ 9,776	\$ 57.86	\$ 10,030
Associate Civil Engineer	\$ 43.48	\$ 7,536	\$ 45.07	\$ 7,812	\$ 46.66	\$ 8,088	\$ 48.26	\$ 8,365	\$ 49.84	\$ 8,640	\$ 51.45	\$ 8,917	\$ 53.04	\$ 9,194
Associate Planner	\$ 38.95	\$ 6,752	\$ 40.26	\$ 6,979	\$ 41.58	\$ 7,208	\$ 42.91	\$ 7,438	\$ 44.23	\$ 7,667	\$ 45.56	\$ 7,898	\$ 46.89	\$ 8,128
City Clerk	\$ 46.76	\$ 8,106	\$ 48.12	\$ 8,342	\$ 49.47	\$ 8,575	\$ 50.83	\$ 8,811	\$ 52.17	\$ 9,045	\$ 53.54	\$ 9,280	\$ 54.91	\$ 9,517
Deputy City Manager	\$ 54.09	\$ 9,378	\$ 55.69	\$ 9,652	\$ 57.26	\$ 9,926	\$ 58.86	\$ 10,201	\$ 60.44	\$ 10,477	\$ 62.04	\$ 10,754	\$ 63.65	\$ 11,032
Director of Community Development	\$ 69.62	\$ 12,067	\$ 72.31	\$ 12,534	\$ 74.99	\$ 12,999	\$ 77.69	\$ 13,466	\$ 80.38	\$ 13,932	\$ 83.06	\$ 14,397	\$ 85.76	\$ 14,864
Director of Parks & Recreation	\$ 65.98	\$ 11,436	\$ 68.12	\$ 11,809	\$ 70.27	\$ 12,180	\$ 72.41	\$ 12,552	\$ 74.56	\$ 12,925	\$ 76.71	\$ 13,296	\$ 78.85	\$ 13,666
Director of Public Safety Services	\$ 65.98	\$ 11,436	\$ 68.12	\$ 11,809	\$ 70.27	\$ 12,180	\$ 72.41	\$ 12,552	\$ 74.56	\$ 12,925	\$ 76.71	\$ 13,296	\$ 78.85	\$ 13,666
Facilities Maintenance Supervisor	\$ 34.77	\$ 6,027	\$ 36.10	\$ 6,258	\$ 37.45	\$ 6,490	\$ 38.77	\$ 6,721	\$ 40.11	\$ 6,952	\$ 41.45	\$ 7,184	\$ 42.77	\$ 7,414
Field Services Manager	\$ 51.86	\$ 8,989	\$ 53.63	\$ 9,295	\$ 55.38	\$ 9,599	\$ 57.15	\$ 9,906	\$ 58.90	\$ 10,210	\$ 60.67	\$ 10,516	\$ 62.44	\$ 10,821
Financial Services Manager	\$ 45.56	\$ 7,898	\$ 47.16	\$ 8,172	\$ 48.73	\$ 8,447	\$ 50.31	\$ 8,721	\$ 51.89	\$ 8,995	\$ 53.48	\$ 9,270	\$ 55.08	\$ 9,547
Information Technology Manager	\$ 51.86	\$ 8,989	\$ 53.63	\$ 9,295	\$ 55.38	\$ 9,599	\$ 57.15	\$ 9,906	\$ 58.89	\$ 10,208	\$ 60.66	\$ 10,516	\$ 62.43	\$ 10,821
Planning Manager	\$ 55.57	\$ 9,631	\$ 57.33	\$ 9,938	\$ 59.09	\$ 10,243	\$ 60.86	\$ 10,549	\$ 62.64	\$ 10,857	\$ 64.40	\$ 11,162	\$ 66.16	\$ 11,468
Public Safety Manager	\$ 41.08	\$ 7,120	\$ 43.73	\$ 7,580	\$ 44.51	\$ 7,715	\$ 46.23	\$ 8,013	\$ 47.93	\$ 8,308	\$ 49.64	\$ 8,605	\$ 51.36	\$ 8,902
Public Works Manager	\$ 52.48	\$ 9,097	\$ 54.14	\$ 9,383	\$ 55.79	\$ 9,670	\$ 57.45	\$ 9,958	\$ 59.10	\$ 10,245	\$ 60.76	\$ 10,533	\$ 62.43	\$ 10,821
Recreation Superintendent	\$ 46.10	\$ 7,990	\$ 47.72	\$ 8,271	\$ 49.34	\$ 8,553	\$ 50.97	\$ 8,834	\$ 52.59	\$ 9,115	\$ 54.22	\$ 9,398	\$ 55.85	\$ 9,680
Recreation Supervisor	\$ 34.77	\$ 6,027	\$ 36.10	\$ 6,258	\$ 37.45	\$ 6,490	\$ 38.77	\$ 6,721	\$ 40.11	\$ 6,953	\$ 41.45	\$ 7,184	\$ 42.78	\$ 7,415
Senior Planner	\$ 48.59	\$ 8,422	\$ 50.12	\$ 8,687	\$ 51.66	\$ 8,954	\$ 53.20	\$ 9,221	\$ 54.73	\$ 9,486	\$ 56.27	\$ 9,753	\$ 57.81	\$ 10,020
Transportation Supervisor	\$ 37.89	\$ 6,568	\$ 39.39	\$ 6,828	\$ 40.92	\$ 7,092	\$ 42.42	\$ 7,353	\$ 43.94	\$ 7,616	\$ 45.46	\$ 7,880	\$ 46.98	\$ 8,141

APPENDIX B

CITY OF DUARTE

SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or $\frac{3}{4}$ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.
 - F. **Approval/Denial:** The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
 - G. **Transfer to Sick Leave Donation Bank:** The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
 - H. **Donations Irreversible:** Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
 - I. **Prohibition on the Sale of Sick Leave:** The sale of accrued sick leave to any employee is

not permitted.

- J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 2. Have been employed by the City in a full-time or $\frac{3}{4}$ time position for at least one year.
 3. Be on an approved leave of absence.
 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or
 - ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.
 - and*
 - b) Estimates the duration of the employee's absence from work.
 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City

Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.

- C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
- D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
- E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.
- F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
- G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
- H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.

V. **Sick Leave Donation Bank:** The Sick Leave Donation Bank and program shall be administered as follows:

- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
- B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
- C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
- D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.

- E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.
 - F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
-

CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE

Donor's Name (printed): _____

Donor's Department: _____

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature _____ Date _____

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager _____ **Date** _____

Submit Form to: Human Resources Office, 1600 Huntington Drive, Duarte, CA 91010
(626) 357-7931 Phone (626) 358-0018 Fax

CITY OF DUARTE

CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): ____

I understand that:

- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:

Signature

Date

**Memorandum of Understanding
Between City of Duarte and
SEIU Local 721 General Employees**

Fiscal Year 2020/2021

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**Memorandum of Understanding Between
City of Duarte
And
SEIU Local 721 – General Employees**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Duarte ("City") and the Service Employees International Union, Local 721 ("SEIU 721").

1. Recognition

The City recognizes SEIU 721 as the representative for those employees employed by the City in the following classifications:

Accountant
Accounting Specialist
Administrative Assistant
Administrative Secretary
Assistant Planner
Bus Driver
Civil Engineering Technician
Clerk/Typist Receptionist
Code Compliance/ Animal Control Officer
Community Development Technician
Council Aide
Crime Prevention Specialist
Custodian
Field Services Supervisor
Irrigation Control Technician
Human Resources Specialist*
Lead Driver
Maintenance Technician
Management Analyst
Outreach Coordinator
Public Safety Coordinator
Recreation Coordinator
Senior Code Compliance/ Animal Control Officer
Senior Custodian
Senior Maintenance Technician
Senior Maintenance Technician/Electrician

* *Confidential Employee – Pursuant to Government Code Section 3507.5 this classification is "restricted from representing any employee organization on matters within the scope of representation."*

2. Term

The term of this MOU shall be from July 1, 2020 to June 30, 2021.

3. MOU Distribution

The City will provide all current and new employees, covered by this MOU, with a copy of the MOU.

4. Salaries

There will be no increases to salary during the term of this MOU.

Effective the first full pay period following the full execution of the MOU, a one-time lump sum payment will be made to all employees who are employed by the City as of the date of full execution of the MOU in the amount of \$1,400 per employee. Employees acknowledge their understanding that this payment will be subject to state and federal taxes, but is not reportable to CalPERS.

The salary range for each classification effective July 1, 2020 is set forth in Appendix A.

5. Medical Insurance

a. Employees

Each full-time and three-quarter-time employee will be provided medical insurance coverage through the PERS system. The City will contribute toward the cost of any insurance program for employees and dependents at the following monthly rates:

	Full Time Employees	3/4 Time Employees
Employee Only	\$649.57	\$487.18
Employee + One	\$1,299.14	\$974.36
Employee + Two or More	\$1,688.88	\$1,266.66

Employees will pay any excess premiums through payroll deduction.

The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees	3/4 Time Employees
Employee Only	\$218.00	\$163.00
Employee + One	\$435.00	\$326.00
Employee + Two or More	\$566.00	\$424.00

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City's maximum coverage.

b. Retirees

The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. Retirees will pay any excess premiums through deductions in their retirement benefits. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City according to the following scale:

	Full Time Employees
Retiree Only	\$218.00
Retiree + One	\$435.00
Retiree + Two or More	\$566.00

c. Changes to Health Care Laws

The parties recognize that certain changes to State or Federal laws, programs, taxes or regulations including, but not limited to, the Affordable Care Act, may impact future medical plan offerings. In the event that such reform measures or resulting changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article 5 regarding medical insurance to meet and confer over any changes to the medical insurance.

6. Dental and Vision

a. Dental Insurance

Each full-time and three-quarter-time employee will be provided dental coverage through the City-sponsored dental plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Delta Dental PPO plan allows the covered employee

and their eligible dependents to receive care from any licensed dentist; however, the highest level of benefits will be received when utilizing a Delta PPO Provider. Effective July 1, 2017, the City will contract to provide for adult orthodontic coverage. The City will provide all employees with information from Delta Dental regarding the details of the plan, and will provide any information regarding changes made to the plan.

Effective July 1, 2020, the City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

b. Vision Insurance

Each full-time and three-quarter-time employee will be provided vision coverage through the City sponsored vision plan. Enrollment in the plan is mandatory and no cash alternative will be provided. Eligibility will begin the first day of the month following hire. The Vision Service Plan (VSP) plan allows the covered employee and their eligible dependents to receive care from any vision provider; however, the highest level of benefits will be received when utilizing a VSP contracted provider.

Effective July 1, 2020, the City will contribute toward the cost of the City sponsored vision plan for employees and their dependents at the following monthly rates:

	Full Time and 3/4 Time Employees
Employee Only	\$10.27
Employee + One	\$14.92
Employee + Two or More	\$27.07

7. Sick Leave

All full-time employees will receive up to ninety-six (96) hours of sick leave per year. Three-quarter-time employees will receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay.

a. Accrual

There will be no limit to the amount of sick leave an employee may accrue. Sick leave accrues at the rate of 1/26th of an employee's annual sick leave allotment per pay period. On the last day of each pay period, each eligible employee will have 1/26th of his or her annual sick leave added to his or her earned sick leave balance, which is available for use on the pay date of that pay period.

b. Use of Sick Leave

Upon verbal or written request, sick leave may be used for the following purposes:

- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a 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; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
- ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the 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; and 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.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick

leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

c. Conversion to Service Credit upon Retirement

Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent (100%) of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

d. Notification

If the need for sick leave arises, the employee will notify their respective department head or other supervisor designated by the department head of the need for leave as soon as practicable. It will be the employee's responsibility to keep the department head informed on a daily basis of his/her condition as it relates to absence from employment.

e. Sick Leave Donation Policy

Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy, which is also attached as Attachment B.

f. Reinstatement of Unused Sick Leave

Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation. For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the employee, and that was not converted to service credit under section 7.c., or donated under section 7.e, above.

g. Inspection of Records Pertaining to Sick Leave

Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

8. Vacation

Each employee will receive paid vacation in the amounts listed below:

Length of Service	Full-time	Three-quarter time
Date of hire to 5 years of service	82 hours	61.5 hours
5 years plus one day to 10 years	120 hours	90 hours
10 years plus one day to 11 years	130 hours	97.5 hours
11 years plus one day to 12 years	140 hours	105 hours
12 years plus one day to 13 years	150 hours	112.5 hours
13 years plus one day to 14 years	160 hours	120 hours
14 years plus one day to 15 years	170 hours	127.5 hours
15 years plus one day or more	180 hours	135 hours

a. Waiting Period

Employees of the City will not be permitted, until after six (6) months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior written approval of the department head and verification of accrued vacation time by the Personnel Division. No employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

b. Accrual

At the conclusion of each pay period, every full-time or three-quarter-time employee will have added to his or her vacation balance 1/26th of the annual vacation hours for which the employee is eligible. Effective June 1, 2007, employees will not be allowed to accrue vacation leave in an amount greater than three-hundred and sixty (360) hours.

c. Annual Buyback

Employees with five (5) or more years of continuous full-time or three-quarter-time service with the City will be allowed to sell accrued vacation leave back to the City at one-hundred percent (100%) of its full value. The maximum amount of the annual buyback is as follows:

Length of Service	
Date of hire to 5 years of service	0 hours
5 years plus one day to 10 years	40 hours
10 years plus one day or more	60 hours

Employees will be given the opportunity to sell accrued vacation leave back to the City once per year on a date determined by the City, on or before July 31st of each fiscal year.

d. Payoff at Termination

Employees terminating from City employment will be paid in full for all earned and unused vacation.

9. Bereavement

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner or an arrangement where someone is standing "*in loco parentis*".

10. Standby Pay

Employees placed on standby for the week (commencing at noon on Wednesday and ending at noon on the following Wednesday) shall receive two hundred and seventy-five dollars (\$275.00) per week. An employee will be required to carry a cell phone while on standby duty. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated in any manner except as set forth above.

Employees on standby are required to answer a call within five (5) to ten (10) minutes and are responsible for remaining within a fifty (50) mile radius of the City.

Standby duty assignments are rotated based on current practices. An annual list shall be established to give employees advance notice of their assignment.

All employees assigned to standby duty are expected to complete their duty week and will be held responsible for its completion. Exchange of duty week between employees is possible with approval of the Field Services Manager. In case of illness or other circumstance in which an employee cannot finish his/her assigned duty, the employee on standby duty shall contact the Field Services Manager who has the responsibility to provide coverage for the standby duty. The pay for each employee serving standby will be proportionately divided based on the amount of time each worked during the week.

The procedures in this section are subject to the joint labor-management committee on standby and call back pay as set forth in Article 39 of this Agreement.

11. Call Back Pay and Off-Duty Work

a. Call Back Pay

Employees, whether on standby or not, who are called back to perform duties outside of their regular work schedule shall be paid at the rate of one and one-

half (1½) times the employee's regular rate of pay for a minimum of two (2) hours.

If an employee is called back between the hours of midnight and 4:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

If an employee is called back on a non-working day or holiday between the hours of midnight and 6:00 A.M., minimum pay of three (3) hours at the rate of one and one half (1½) times the employee's regular rate shall apply.

Note that this provision is irrespective of paid leave time exclusions as set forth in Section 15 (Overtime).

b. Off-Duty Contact and Work

Employees will be compensated if they are contacted while off-duty and must perform some work duty in response to the contact. This type of work performance is intended to cover work which may be handled by phone, text, email, or other means. Employees who are contacted and perform such work duties will receive at least fifteen minutes of compensation and the actual time worked for time over fifteen minutes.

This section does not apply to an employee who is physically called back to work. An employee who is physically called back is subject to Section 11.a.

12. Salary Upon Appointment To A Position In An Acting Capacity

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eight (8) consecutive working days, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will ensure an increase of not less than five percent (5%) greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. If the temporary performance of the higher classification requires the employee to solely perform the higher classification, then the parties understand and intend for the additional compensation to be classified as "Temporary Upgrade Pay" and reportable to CalPERS as special compensation for classic members of CalPERS.

The higher salary rate payable shall commence on the ninth working day following the temporary reassignment to the performance of duties of the higher classification.

The requirement for the performance of duties of the higher classification shall be placed in writing by the Personnel Officer (or his/her designee) following

recommendation by the affected Department Head. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualification of the higher classification by the Personnel Officer as recommended by the affected Department Head.

The employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved examination as otherwise provided in the rules and regulations. In no case shall an employee serve more than six (6) months in a higher classification.

A person appointed in an acting capacity shall be eligible to receive performance increases in his/her permanent position during the acting appointment but shall not be entitled to performance increases in the position which he/she holds in an acting capacity. If successful in being promoted, the period of time of service in the higher classification shall be credited for the promoted employee toward the required period of probation for the higher classification as otherwise required in these rules.

The Personnel Officer shall obtain the employee's written consent for the temporary performance of any of the duties of the higher classification beyond a period of eight (8) consecutive working days, prior to an employee assuming or continuing the duties and compensation of a higher classification, which consent shall clearly state that it is understood that the employee will be returned to his/her original salary rate upon the expiration of the need for the performance of the duties of the higher classification. In no instance shall the salary rate of the higher classification extend beyond the six (6) months period as hereinabove set forth, unless otherwise promoted in accordance with the Personnel Rules and Regulations.

13. Tuition Reimbursement

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three thousand dollars (\$3,000.00) for full-time employees or two-thousand, three-hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

14. Section 125

Pursuant to Internal Revenue Service (IRS) Code Section 125, the City has established a voluntary flexible spending arrangement that is funded by salary reductions and reimburses employees for qualified expenses, such as dependent care assistance and medical care reimbursements. The City will continue to maintain a Section 125 program for all full-time and three-quarter-time employees.

15. Overtime

a. Eligibility for Overtime

Exempt and non-exempt classifications will be set by City resolution according to the requirements of the Fair Labor Standards Act. City employees may be required to work overtime by their respective department head, subject to City Manager approval. Only time actually worked in excess of forty (40) hours in a given workweek will be considered overtime for non-exempt employees. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty (40) hours.

b. Overtime Compensation

Non-exempt employees will be compensated for overtime at one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek.

c. Attendance at Meetings

Any employee may be required by their department head or his/her designee to attend meetings. Employees will be compensated at regular pay rates for required attendance at meetings, and shall receive overtime if such attendance requires the employee to work more than forty (40) hours in a workweek.

d. Use of Overtime Discouraged

The City Manager will take all necessary measures to minimize the use of overtime. All employees must receive advance approval from their Department Head or his/her designee to work in excess of forty (40) hours in a workweek.

e. Compensatory Time Accumulated

In lieu of overtime pay, employees may, with department head approval, receive compensatory time off. However, no employee will be permitted to accrue more than sixty (60) hours of compensatory time off. Once an employee reaches sixty (60) hours of compensatory time off, he/she will automatically receive overtime pay until he/she has reduced his/her hours of compensatory time off.

16. Bilingual Pay

a. Eligibility

Employees who are certified as bilingual by the City in accordance with these provisions and who are designated to provide bilingual services as required shall receive bilingual pay. A Department Head can require that an employee seek certification to provide bilingual services when the needs of the City necessitate translation for the public. An employee may also request to become bilingual certified by submitting a verbal or written request to the Human Resources Director. Only employees who have advance approval from the Human Resources Director may seek to become bilingual certified and eligible for bilingual pay. Only employees who have become bilingual certified and are eligible for bilingual pay may be required to provide translation services.

b. Certification

The City will offer certification for bilingual pay at this time for Spanish (verbal only). Employees may request to be certified in a language other than Spanish. The City, in its sole discretion, may change the languages for which the City offers certification for bilingual pay. The City, in its sole discretion, may limit the number of employees who will be offered bilingual pay. Such a limitation may be City-wide or may be specific to a Department.

The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Employees wishing to be certified as bilingual must make a request to the Human Resources Director. Upon such request, the Human Resources Director will evaluate the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the employee. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City. Employees who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

c. Amount

Effective July 1, 2017, the City will increase the amount of bilingual compensation from \$100.00 per month to \$125.00 per month to an eligible

employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification. Employees certified by the City as bilingual in two or more languages shall not receive more than \$125.00 per month.

17. Holidays

a. Holidays Observed

The City provides regular and probationary employees with the following eleven (11) paid holidays during the calendar year:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	third Monday in January
President's Day	third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving Day	fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 17.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

b. Floating Holidays

The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday.

Unused floating holidays will be automatically cashed out at the end of the fiscal year.

In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.

c. Amount of Holiday Pay

Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an

employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.

d. Work on Holidays

An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

18. Disability Insurance

The City will provide full-time and three-quarter-time employees with short and long-term disability insurance coverage, which provides an annual benefit of 66.6667% of earnings. Employees will become eligible for coverage the first of the month after their date of hire. Benefits will begin after a 30-day elimination period.

19. Life Insurance

All full-time and three-quarter-time employees will be entitled to group life insurance coverage equal to their annual salary, rounded to the next higher one-thousand dollars (\$1,000.00). For three-quarter-time employees, annual salary will be based on their normal work schedule.

20. Retirement

Employees are provided retirement benefits through the California Public Employees' Retirement System (CalPERS). The CalPERS benefits summarized here are pursuant to the City's contract with CalPERS, and are subject to and in accordance with the California Public Employees' Retirement Law and the California Public Employees' Pension Reform Act of 2013.

a. Tier 1: Employees Hired Before March 19, 2012 (Tier One Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired before March 19, 2012.

(2) "2.5% at 55" Benefit Formula (Gov. Code § 21354.4)

Effective June 22, 2003, the "2.5% at 55" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full eight-percent (8%) member contribution.

(3) Final Compensation Based on the Single Highest Year (Gov. Code § 20042)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the compensation earnable for the single highest year.

b. Tier 2: Employees Hired On or After March 19, 2012 but Before January 1, 2013, and for Classic Members Hired On or After March 19, 2012 (Tier 2 Classic Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after March 19, 2012 but before January 1, 2013. Additionally, this section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who do not meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 60" Benefit Formula (Gov. Code § 21353)

The "2% at 60" benefit formula will be available to employees covered by this section. The City will continue to pay the required employer contribution. The employee will continue to pay, through payroll deductions, the full seven-percent (7%) member contribution.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 20037)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest annual average compensation earnable during a consecutive 36-month period.

c. Tier 3: Employees Hired On or After January 1, 2013 (New Members)

(1) Application

This section applies to full-time and three-quarter-time employees hired on or after January 1, 2013 who meet the definition of "new member" as set forth in Government Code Section 7522.02(f).

(2) "2.0% at 62" Benefit Formula (Gov. Code § 7522.20)

The "2% at 62" benefit formula will be available to employees covered by this section. The employee will continue to be responsible for contributing, through payroll deductions, fifty percent (50%) of the normal costs as determined and adjusted by CalPERS.

(3) Final Compensation Based on the Average of the Three Highest Years (Gov. Code 7522.32)

For purposes of determining a retirement benefit, final compensation for employees covered by this section shall be based on the highest average annual pensionable compensation earned during a period of at least 36 consecutive months immediately preceding retirement.

d. Optional Benefits

The City contracts with CalPERS for the following optional benefits, which are available to represented employees as subject to applicable laws:

- Post-Retirement Survivor Allowance (Gov. Code § 21624 and 21626)
- Third Level of 1959 Survivor Benefits (Gov. Code § 21573)
- Military Service Credit as Public Service (Gov. Code § 21024)
- Credit for Unused Sick Leave (Gov. Code § 20965)

e. Disability Retirement

The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City will engage in the interactive process to determine what, if any, reasonable accommodation(s) is available to the employee prior to making any request for disability retirement.

f. No Employer Paid Member Contributions ("EPMC")

The City shall not pay any portion of the member contributions.

21. Work Schedule

General City working hours are Monday through Thursday, 7:30 A.M. to 6:00 P.M. The City Manager, with reasonable notice to the employee, may adjust the working hours of individual departments, and department heads, with reasonable notice to the employee, may adjust the working hours of individual employees. Any adjustment to a work schedule will be based on the needs of the City, with consideration given to the preference of the employee.

Should the City exercise its discretion to change the general City working hours, the City shall notify the Union thirty (30) days in advance of the proposed change(s) and provide the Union with the opportunity to discuss the impact of such change(s) on the affected employees.

22. Classification Revision

SEIU 721 recognizes that the City has the discretion to create a new job classification/description and or modify an existing job classification/description. The City shall notify the Union and provide the Union with the opportunity to discuss the content and the job classification/description, including the corresponding compensation.

23. Mileage Reimbursement

Employees required or allowed by their department head to use private automobiles for City business will be reimbursed based on the Internal Revenue Service standard mileage rates.

24. Uniforms

The City Manager may require any and all employees to regularly wear uniforms. Should such a uniform be required, the City will provide it. Full-time and three-quarter-time employees will receive one hundred and fifty dollars (\$150.00) per fiscal year for uniform maintenance, and four hundred dollars (\$400.00) per fiscal year for safety shoes or other required footwear.

As detailed in Article 39, the parties agree to reopen this Article of the MOU as part of a Joint Labor Management Committee in order to memorialize the current practices related to uniform allowances and the value of uniforms provided by the City, in order to comply with CalPERS obligations.

25. Deferred Compensation

The City will make a deferred compensation program available to benefited employees that complies with the rules and regulations established by the Internal Revenue Service. Employees will be allowed to participate in the program through payroll deduction.

26. Computer Loan Program

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be 1/52 of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

27. Fitness Center Membership

Full-time and three-quarter-time employees and retirees of the City will be entitled to free individual membership at the Duarte Fitness Center.

28. Layoffs

Layoffs will be made first and primarily on the basis of merit job performance and secondly on the basis of seniority (date of hire). Employees will receive notice of the layoff at least ten (10) working days prior to the effective date. Names of persons laid off shall be carried on a reemployment list for twelve (12) months. If the City restores the laid off position(s) within the twelve (12) months period, it shall first offer the position(s) to persons on the reemployment list before using any other selection method. The name of the individual re-appointed to a permanent position of the same class shall, upon reappointment, be removed from the list. An individual who declines reemployment shall be dropped from the list.

29. Severance Pay

When a full-time employee is laid off, that employee will be entitled to receive severance pay as follows:

Length of Service	Amount
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job, and eligible for workers' compensation benefits, will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

30. Appeals

Disciplinary Action: Any regular employee shall have the right to appeal a suspension without pay in excess of forty (40) hours, reduction in pay, non-probationary demotion and/or termination. The appeal process shall not be applicable to those positions that may be deemed exempt or to probationary appointments. The appeal process shall not be applicable to any other forms of discipline and/or grievances. An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City

Manager and received in the City Manager's office so that it is date stamped by the City Manager's office within the ten (10)-day period.

If within the ten (10)-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. If within the ten (10)-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

- a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall meet to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.
- b. Where practicable, the date for a hearing shall not be less than twenty (20) calendar days, or more than sixty (60) calendar days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.
- c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.
- d. Subpoenas and subpoenas *duces tecum* pertaining to a hearing shall be issued at the request of either party, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.
- e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

- f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.
- g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:
1. The party imposing discipline shall be permitted to make an opening statement;
 2. The appealing party shall then be permitted to make an opening statement;
 3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
 4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
 5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case; and
 6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.
- h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing. His/her decision shall set forth which

charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

- i. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that issued by the department head.
- j. The hearing officer's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. In a termination case, if dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.
- k. Within thirty (30) days of the receipt of the hearing officer's findings and recommendation, and transcript (which is optional only by the mutual consent of the City and the employee), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision, which modifies or rejects the recommendation of the hearing officer, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision, which supports the hearing officer, the City Manager may order and read the transcript at his/her option. The City Manager shall not conduct a *de novo* hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.
- l. Each party shall bear equally the cost of facilities, fees, and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.
- m. In the case of dismissal prescribed by the City Manager, the time of such dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was disciplined pending hearing before and decision by the City Manager, whichever

is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

- n. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

31. Dues Deduction and Transmittal of Member Information

During the term of this MOU, the City agrees to deduct from the pay of each employee a monthly sum certified to him/her by the Secretary of SEIU 721 as the regular monthly dues of SEIU 721, to the extent permitted by law. The City shall not deduct any pay for initiation fees, fines, or other special assessments. Dues deduction shall be a specified uniform amount for each employee and any change in the amount of dues deducted shall be provided to the City from SEIU 721. SEIU 721 will maintain records of employee authorizations for dues deductions. SEIU 721 will provide the City with information regarding the amount of dues deductions and the list of SEIU 721 employees who have authorized dues deduction, COPE and other deductions and the deduction amounts. The City shall not request SEIU to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by SEIU 721 in processing dues deductions for SEIU 721. SEIU 721 is responsible for providing the City with timely information regarding changes to member employees' dues deductions. This information will be provided to the City in an Excel format.

The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized. When a member in good standing of SEIU 721 is in a non-pay status for an entire pay period, no dues withholding shall be made to cover that period from future earnings, nor shall the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in non-pay status during only a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over employee organization dues.

The City will make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to SEIU 721 via Electronic Funds Transfer within five business days of each payday. The City shall also provide the breakdown of each amount remitted (i.e., dues, COPE, supplemental benefits, etc.) in Excel format to dues@seiu721.org within five business days of each payday.

In accordance with Government Code Section 3558, the City will provide SEIU 721 with the following information on file with the City about newly hired employees in

represented positions within 30 days of hire or the first pay period of the month after hire: full name, employee identification number, job title, department, work location, work, home and personal cellular telephone numbers, work and personal email addresses, the employee's home address, hire date, and base salary earned per pay period (collectively, "employee information"). Further, at least quarterly, the City will provide employee information for all represented employees. This information will be provided to SEIU 721 in an Excel format.

SEIU 721 shall indemnify, defend, hold the City harmless against any claims made, and against any suit instituted against the City on account of employee organization dues. In addition, SEIU 721 shall refund to the City any amounts paid to it in error, upon presentation of supporting evidence.

32. Political Action Committee

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

33. Stewards

SEIU 721 may designate up to three (3) persons to act as stewards. The names of the designated stewards shall be provided in writing to the City on July 1st of each year, or any time there is change in the designated stewards.

A steward shall be entitled to reasonable release time for the purpose of representing an employee in the grievance or discipline appeal process, attending negotiations, or testifying or appearing as the designated representative. Prior to participating in such business, the steward shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the representative can be released from his/her work assignment.

34. Grievance Procedure

a. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a

special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary and Appeals Procedure set forth in Section 21 of the Personnel Rules & Regulations or Section 30 (Appeals) of this Memorandum of Understanding.

b. Procedure

- (1) Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within eight (8) workdays after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- (2) If the problem cannot be resolved between the employee and the supervisor, the employee may, within four (4) workdays from the date of receiving the answer from his/her supervisor, request an interview with the division manager, if one exists, in order to discuss the grievance.
- (3) If the division manager and employee cannot reach a solution to the grievance, the employee may, within four (4) workdays from the date of receiving the answer from the division manager, request, in writing, an interview with the Department Head.
- (4) The division manager and/or Department Head shall render his/her decision in writing within eight (8) workdays of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within eight (8) workdays from the date of the decision by the Department Head, submit a written appeal to the City Manager.
- (5) The City Manager shall review the grievance and respond to the employee within twenty (20) workdays of receiving the appeal. The City Manager may request additional time, if necessary. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative review.
- (6) Mediation. If the grievance is not resolved at Step (5), the employee or the Union at the request of the employee may within ten (10) workdays following receipt of City Manager's response at Step (5), request mediation.

A request for mediation must be in writing and must be submitted to the City's Manager or his/her designee. If the parties mutually agree to submit the dispute to mediation, the Administrative Service Director or his/her designee shall obtain the services of a mediator from the State Mediation and Conciliation Service. The fees for mediation shall be shared equally by Union and the City.

The mediation procedure shall be informal. The primary effort will be to assist both parties in settling the grievance. If the grievance is resolved through mediation, the parties agree to reduce the agreement to writing, signed by all affected parties and accept the results of mediation as binding.

- (7) Should employee or Union fail to meet the deadlines as listed in this procedure, then the grievance shall be deemed withdrawn by the employee or the Union.
- (8) The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.
- (9) The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the appeal. However, no employee shall absent himself/herself without first being excused by his/her supervisor.
- (10) Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- (11) The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.
- (12) A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within eight (8) workdays after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

35. Union Business

a. City Facilities

During working times, City facilities that are designated as working areas may be used with the prior approval of the City Manager, or his or her designee, for the purpose of holding meetings if such facilities can be made available without disrupting the normal operations of the facilities or disrupting the normal work schedules of the involved employees. "Working times" means the time an employee is performing the actual duties of their job. "Working areas" means an area where work is predominately being performed by any employee or contractor.

b. Bulletin Boards

Each work location (City Hall Break Room; Copy Room; Public Safety; and City Yard) will provide a bulletin board or reasonable space that may be used by the Union for the posting of notices of official Union business and/or Union related articles. Posting notices may include, but is not limited to the following:

- Notices of recreational and social activities;
- Notices of Union elections and results of such elections;
- Notices of Union appointments; and
- Notices of Union meetings, reports, and minutes thereof.

The Union is responsible for posting and removing material on its bulletin boards and for maintaining the same in an orderly and neat fashion. Any posting that interferes with the efficient operation of the City's business and/or violates the provisions of this MOU or City rules/policies will be subject to removal.

- c. The Chapter's Board shall meet on a quarterly basis beginning (March, June, September and December) on the third (3rd) Wednesday from 9:00 A.M. to 11:00 A.M.
- d. During labor negotiations over a successor MOU, the elected negotiating committee members shall meet during work hours for the purposes of drafting proposals and discussing proposals. The Union will advise the City one week prior to each meeting or as soon as practically possible.

e. Union-Related Training

Board members and stewards shall be entitled to up to ten (10) hours of release time during each fiscal year for the purpose of attending training that is related to his/her role as a board member or steward, or other union-related trainings. This release time is not to be used to participate in trainings related to the employee's job duties. Release time has no cash value and shall not be cashed out under any circumstances. If one person is both a board member and a steward, he/she shall only be entitled to ten total hours of training each fiscal year.

Prior to participating in trainings, the employee shall first obtain authorization from his/her immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of City operations. If the request is denied, the immediate supervisor shall establish an alternate time convenient to the parties when the employees can be released from his/her work assignment.

36. Employee Relations Consultation Meetings

The City Manager and Assistant City Manager or her designee will meet, at the request of the Union or the City, on a quarterly basis (January, April, July and October). Meeting times will be mutually scheduled. The Union recognizes that the schedule of the City Manager may necessitate postponement/rescheduling of a meeting. The party requesting a meeting shall submit a proposed agenda, in writing, one (1) week prior to the meeting.

37. Personnel Rules and Regulations

The City and Union agree to meet and confer on any proposed changes to the City's Personnel Rules and Regulations or the City's Employer-Employee Relations Resolution that are within the scope of bargaining.

38. New Employee Orientation

Human Resources will inform the Union, by advising the Union President, the SEIU 721 Worksite Organizer, and membership@seiu721.org, when an employee has been hired into a position represented by SEIU 721 (which includes any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion). Human Resources will provide notice at least ten days in advance of the orientation, unless there is an urgent need critical to the City's operations that was not reasonably foreseeable. Human Resources will also advise the Union of the employee's start date and their orientation date, and coordinate a meeting between the new employee and the Union. No City representative will be present during the meeting between the Union and the new employee. The City will not advise any person other than the employee, the Union, or any vendors contracted for the orientation about the orientation date. The Union Board Member is granted release

time for their participation. The City shall include the current MOU and the contact information for the Union representatives on file with the City in its new hire packet provided to new employees. The Union is responsible for presenting any other Union-related materials to the new employee.

SEIU 721 is responsible for providing the City the current list of contacts for Union officers, the Worksite Organizer, or any other relevant Union representative, and of any changes to the membership@seiu721.org email address.

39. Severability

If any section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such section shall be deemed null and void and of no further effect. However, such sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this MOU as of the latter date written below.

THE CITY OF DUARTE

Mayor Samuel Kang

Date

SEIU LOCAL 721

Crystal Martinez, Union Board Member

Date

Mike Tarr, Union Board Member

Date

APPROVED AS TO FORM:

Kelly A. Grainer, Burke, Williams & Sorensen, LLP

Date

Steve Koffroth, SEIU Local 721

Date

Appendix A – Salary Schedule Effective July 1, 2020

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 32.27	\$ 5,594	\$ 33.46	\$ 5,799	\$ 34.64	\$ 6,005	\$ 35.83	\$ 6,212	\$ 37.04	\$ 6,419	\$ 38.23	\$ 6,626	\$ 39.42	\$ 6,834
Accounting Specialist	\$ 28.36	\$ 4,915	\$ 29.32	\$ 5,084	\$ 30.30	\$ 5,252	\$ 31.28	\$ 5,421	\$ 32.24	\$ 5,589	\$ 33.22	\$ 5,759	\$ 34.19	\$ 5,927
Administrative Assistant - City Manager's Office	\$ 22.26	\$ 3,858	\$ 23.13	\$ 4,008	\$ 24.00	\$ 4,160	\$ 24.88	\$ 4,311	\$ 25.75	\$ 4,462	\$ 26.62	\$ 4,614	\$ 27.49	\$ 4,765
Administrative Secretary	\$ 25.75	\$ 4,462	\$ 26.74	\$ 4,633	\$ 27.73	\$ 4,806	\$ 28.72	\$ 4,977	\$ 29.70	\$ 5,149	\$ 30.68	\$ 5,319	\$ 31.67	\$ 5,490
Assistant Planner	\$ 31.00	\$ 5,375	\$ 32.21	\$ 5,583	\$ 33.42	\$ 5,793	\$ 34.64	\$ 6,003	\$ 35.84	\$ 6,107	\$ 37.05	\$ 6,423	\$ 38.26	\$ 6,632
Bus Driver	\$ 23.63	\$ 4,096	\$ 24.41	\$ 4,230	\$ 25.19	\$ 4,365	\$ 25.96	\$ 4,500	\$ 26.75	\$ 4,637	\$ 27.54	\$ 4,772	\$ 28.32	\$ 4,909
Civil Engineering Technician	\$ 27.90	\$ 4,837	\$ 29.07	\$ 5,039	\$ 30.24	\$ 5,242	\$ 31.40	\$ 5,443	\$ 32.58	\$ 5,647	\$ 33.75	\$ 5,850	\$ 34.91	\$ 6,052
Clerk/Typist Receptionist	\$ 21.23	\$ 3,681	\$ 22.00	\$ 3,814	\$ 22.77	\$ 3,947	\$ 23.53	\$ 4,079	\$ 24.30	\$ 4,213	\$ 25.08	\$ 4,346	\$ 25.87	\$ 4,484
Code Compliance / Animal Control Officer	\$ 30.15	\$ 5,226	\$ 31.41	\$ 5,444	\$ 32.66	\$ 5,661	\$ 33.92	\$ 5,880	\$ 35.18	\$ 6,098	\$ 36.44	\$ 6,316	\$ 37.69	\$ 6,533
Community Development Technician	\$ 25.42	\$ 4,406	\$ 26.33	\$ 4,563	\$ 27.23	\$ 4,721	\$ 28.15	\$ 4,878	\$ 29.05	\$ 5,036	\$ 29.96	\$ 5,193	\$ 30.87	\$ 5,315
Council Aide - City Manager's Office	\$ 21.73	\$ 3,767	\$ 22.33	\$ 3,870	\$ 23.22	\$ 4,025	\$ 24.11	\$ 4,180	\$ 25.01	\$ 4,334	\$ 25.90	\$ 4,489	\$ 26.79	\$ 4,644
Crime Prevention Specialist	\$ 31.24	\$ 5,415	\$ 32.39	\$ 5,614	\$ 33.57	\$ 5,819	\$ 34.77	\$ 6,028	\$ 35.96	\$ 6,234	\$ 37.17	\$ 6,443	\$ 38.36	\$ 6,649
Custodian	\$ 21.32	\$ 3,696	\$ 22.14	\$ 3,837	\$ 22.95	\$ 3,978	\$ 23.78	\$ 4,123	\$ 24.59	\$ 4,263	\$ 25.43	\$ 4,407	\$ 26.24	\$ 4,549
Field Services Supervisor	\$ 33.40	\$ 5,785	\$ 35.06	\$ 6,077	\$ 36.73	\$ 6,367	\$ 38.39	\$ 6,656	\$ 40.06	\$ 6,946	\$ 41.74	\$ 7,235	\$ 43.41	\$ 7,525
Irrigation Control Technician	\$ 25.59	\$ 4,437	\$ 26.57	\$ 4,606	\$ 27.55	\$ 4,775	\$ 28.52	\$ 4,944	\$ 29.51	\$ 5,116	\$ 30.50	\$ 5,287	\$ 31.47	\$ 5,455
Human Resources Specialist	\$ 29.37	\$ 5,091	\$ 30.60	\$ 5,304	\$ 31.83	\$ 5,515	\$ 33.05	\$ 5,729	\$ 34.27	\$ 5,940	\$ 35.50	\$ 6,153	\$ 36.73	\$ 6,367
Maintenance Technician	\$ 21.82	\$ 3,782	\$ 22.73	\$ 3,939	\$ 23.63	\$ 4,097	\$ 24.55	\$ 4,254	\$ 25.45	\$ 4,412	\$ 26.36	\$ 4,569	\$ 27.27	\$ 4,728
Management Analyst - City Manager's Office	\$ 30.24	\$ 5,241	\$ 31.45	\$ 5,451	\$ 32.70	\$ 5,669	\$ 34.01	\$ 5,896	\$ 35.37	\$ 6,131	\$ 36.79	\$ 6,377	\$ 38.26	\$ 6,632
Outreach Coordinator - Public Safety	\$ 25.19	\$ 4,366	\$ 26.14	\$ 4,531	\$ 27.09	\$ 4,697	\$ 28.05	\$ 4,862	\$ 29.01	\$ 5,028	\$ 29.97	\$ 5,195	\$ 30.93	\$ 5,362
Recreation Coordinator	\$ 25.19	\$ 4,365	\$ 26.14	\$ 4,531	\$ 27.09	\$ 4,697	\$ 28.05	\$ 4,862	\$ 29.01	\$ 5,028	\$ 29.97	\$ 5,195	\$ 30.93	\$ 5,362
Senior Code Compliance / Animal Control Officer	\$ 32.83	\$ 5,689	\$ 34.19	\$ 5,925	\$ 35.55	\$ 6,161	\$ 36.92	\$ 6,400	\$ 38.30	\$ 6,638	\$ 39.67	\$ 6,875	\$ 41.03	\$ 7,113
Senior Custodian	\$ 25.88	\$ 4,487	\$ 26.88	\$ 4,658	\$ 27.88	\$ 4,832	\$ 28.88	\$ 5,006	\$ 29.90	\$ 5,182	\$ 30.90	\$ 5,356	\$ 31.91	\$ 5,532
Senior Maintenance Technician	\$ 25.59	\$ 4,437	\$ 26.57	\$ 4,606	\$ 27.55	\$ 4,775	\$ 28.52	\$ 4,944	\$ 29.51	\$ 5,116	\$ 30.50	\$ 5,287	\$ 31.47	\$ 5,455
Senior Maintenance Technician / Electrician	\$ 27.65	\$ 4,794	\$ 28.49	\$ 4,937	\$ 29.35	\$ 5,086	\$ 30.22	\$ 5,238	\$ 31.14	\$ 5,396	\$ 32.06	\$ 5,557	\$ 33.03	\$ 5,725

APPENDIX B

CITY OF DUARTE

SICK LEAVE DONATION POLICY

- I. **Purpose:** There have been occasions when an employee, due to a catastrophic illness or injury, has exhausted all forms of paid time off. Such seriously ill or injured employees have been forced to go without compensation after the exhaustion of their paid time off and the waiting period for commencement of benefits under short-term disability insurance, typically thirty (30) days. This Policy is designed to address such circumstances. The purpose of this Policy is to establish a program and procedures for employees to voluntarily donate a portion of their accumulated sick leave time for use by fellow employees who meet the criteria for eligibility. Participation by donors and/or recipients in the Sick Leave Donation Program is entirely voluntary.
- II. **Creation of Sick Leave Bank:** As a result, the City shall create a sick leave bank where donated sick leave will be held for the future use under the terms of this Policy.
- III. **Voluntary Sick Leave Donations:** Employees may voluntarily donate sick leave, subject to the following requirements:
 - A. **Employee Status:** Any full-time or $\frac{3}{4}$ time employee, who has obtained non-probation status with the City, is eligible to participate as a donor in this program. Only sick leave may be donated. Other types of leave may not be donated.
 - B. **Request to Donate:** A donating employee will prepare and submit to the Assistant City Manager a "Request to Donate to Sick Leave Donation Bank" form.
 - C. **Minimum Donations:** Employees may only donate from their accumulated sick leave balance. The donation must be in a minimum of four (4) hours. Donations must be in whole hour increments; no fractions of hours may be donated.
 - D. **Minimum Leave Balance:** An employee donating sick leave must retain at least one hundred and sixty (160) hours of accumulated sick leave in their own personal balance of sick leave. If a donation would require an employee's accumulated sick leave balance to drop below one hundred and sixty (160) hours, immediately after the donation, the employee shall not be eligible to make a donation.
 - E. **Maximum Donation Per Employee:** No individual employee may donate more leave than they accrued during any calendar year.

- F. Approval/Denial: The Assistant City Manager shall approve or deny each offered donation, if any, to the Sick Leave Donation Bank in accordance with the requirements of this Policy.
- G. Transfer to Sick Leave Donation Bank: The Assistant City Manager will transfer approved donated sick leave into the Sick Leave Donation Bank from the accrued sick leave balance of the employee making the donation.
- H. Donations Irreversible: Donations of sick leave transferred to the Donated Sick Leave Bank will be dispersed as the need arises. Time is released on a pay period by pay period basis. All donations are irreversible. Retroactive donations are not permitted.
- I. Prohibition on the Sale of Sick Leave: The sale of accrued sick leave to any employee is not permitted.
- J. Confidentiality of Donations: Under no circumstances shall the City disclose participants in the program, either employees donating leave or employees requesting use of donated leave.
- K. Taxation: Pursuant to IRS Ruling 90-29, sick leave donated under this program shall not be considered wages for the donating employee and will therefore not be included in the donating employee's gross income or subject to withholding.

IV. Requesting and Using Donated Leave:

- A. Eligibility of Employee for Sick Leave Donations: To be eligible to receive donated sick leave from the Sick Leave Donation Bank, an employee must meet all the following conditions:
 - 1. Meet the criteria for use of sick leave in accordance with City Personnel Rules and/or applicable memorandums of understanding.
 - 2. Have been employed by the City in a full-time or $\frac{3}{4}$ time position for at least one year.
 - 3. Be on an approved leave of absence.
 - 4. Submit a confidential statement from a treating physician which indicates:
 - a) That the employee's absence is due to one of the following qualifying reasons:
 - i. The employee has a "serious health condition," as defined by the Federal Family and Medical Leave Act and the California Family Rights Act, that requires the

employee's absence from work for longer than two (2) pay periods, including intermittent absences that are related to the same "serious health condition"; or

- ii. The employee is caring for his or her spouse, registered domestic partner, or parent (including step-parents), parent-in-law, child (including step-child), spouse, sibling, grandparent, or grandparent-in-law. ("Immediate Family Member"), who has a "serious health condition" that requires the employee's absence for longer than two (2) pay periods.

and

- b) Estimates the duration of the employee's absence from work.
- 5. Have applied for short-term disability or long-term disability insurance, if any, for Workers' Compensation benefits, if eligible, or for other supplemental benefits.
 - 6. Have exhausted all earned leave balances (including sick, vacation, compensatory time, and administrative leave), but have not begun receiving short-term disability benefits. However, the Assistant City Manager may approve the request for sick leave donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.
- B. Request for Donated Leave: Eligible employees must submit to the Assistant City Manager, a Request for Donated Leave form, accompanied by the statement from their treating physician described above. The request and accompanying physician's statement must be submitted in a sealed envelope labeled "Confidential – Request for Donated Leave." If the requesting employee is unable to make the request on his or her own behalf, the employee's authorized agent may submit a request on the employee's behalf.
 - C. Approval of Request: The Assistant City Manager will approve or deny the Request for Donated Leave.
 - D. Payment of Leave: Donated leave shall be paid to the employee on the first pay period following the approval date, and payments are not retroactive.
 - E. Return to Work: Should the requestor return to work prior to the donated leave being utilized, the remaining leave amount will be re-credited to the Sick Leave Donation Bank.

- F. Use of Donated Leave: While using leave from the Sick Leave Donation Bank, the recipient will be treated as though he/she was using his/her own sick leave (for example, at their regular rate of pay, based on their regular work schedule, etc.). Donated sick leave payments will be suspended as of the date the employee becomes eligible to begin receiving wage replacement benefits, including but not limited to short-term disability benefits, long-term disability benefits, and workers' compensation benefits.
- G. Taxation: The donated hours used by the recipient are taxable to him/her in accordance with Internal Revenue Service regulations and are subject to withholdings as required by law.
- H. No Guarantee: There is no guarantee of the availability of leave donations under this Policy, and this Policy does not entitle employees to extra leave during a catastrophic illness or injury beyond that which meets all qualifications under the terms of this policy.

V. Sick Leave Donation Bank: The Sick Leave Donation Bank and program shall be administered as follows:

- A. Administration: The Assistant City Manager will administer the Sick Leave Donation Bank and coordinate the sick leave donation program. The Sick Leave Donation Bank may be abolished at any time, at the discretion of the City, subject to the meet and confer process on the effects of the abolishment.
- B. Accounting for Donated Leave: Sick leave donated to the Sick Leave Donation Bank shall be converted to a cash value based on the donating employee's hourly rate of pay. Leave paid out shall be converted to sick leave hours based on the recipient employee's hourly rate of pay.
- C. Taxation: State and Federal income tax on the value of the leave shall be reported as income and taxable to the recipient, in accordance with Internal Revenue Service regulations, and are subject to withholdings as required by law.
- D. Confidentiality: All persons who coordinate the leave donation program shall emphasize the voluntary nature of the contribution. The collection and distribution of sick leave time shall be done in a way to ensure confidentiality for the donors and the recipients. The names of the donors and recipients shall not be disclosed. The Assistant City Manager will receive an employee's request for leave confidential statement from the requestor's physician in a manner consistent with the Federal Family and Medical Leave Act and the California Family Rights Act.
- E. Sick Leave Drive: At any time, or when the Leave Donation Time Bank is depleted, the Assistant City Manager may hold a leave donation drive for

eligible employees to donate sick leave under this program. Donors and recipients will not be disclosed.

- F. Modification/Termination: The City has sole discretion to modify this Policy as it deems necessary, subject to the meet and confer process on the effects of that decision. This Policy and Sick Leave Donation Bank may be abolished at any time, at the discretion of the City. If hours are remaining in the Sick Leave Donation Bank at the time it is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.

**CITY OF DUARTE
REQUEST TO DONATE SICK LEAVE**

Donor's Name (printed):

Donor's Department:

I wish to donate to the City's Sick Leave Bank, a voluntary leave time donation bank.

I understand the following provisions related to my donation:

1. I certify that I am full-time non-probationary employee in regular status. I am currently accruing sick leave hours and am not on a leave of absence.
2. I understand that: The minimum donation is 4 hours. All donations must be in full hour increments. Leave that has not accrued is not eligible to be donated. Only sick leave currently accrued is eligible for donation. I cannot borrow future sick leave accruals for donation.
3. I understand that once hours are donated, I have given up all rights to the hours. The hours remain in the bank until used by an eligible employee. Donations are voluntary, confidential, and irrevocable. If the program is abolished, the City will credit all donors' leave balances with a pro rata share of the hours remaining in the Bank in accordance with the number of hours each donor contributed, during the preceding 12 months.
4. I understand that I am encouraged to carefully consider the number of hours that I elect to donate to ensure that I retain a leave balance that meets my personal needs. I further understand that I am required to retain a balance of at least 160 hours of accrued sick leave in my available sick leave bank.
5. I understand that donations are made to the City's Sick Leave Donation Bank, not specific employees. I further understand that it is the responsibility of the program administrators to determine payout based on the program guidelines.
6. Program decisions are made in accordance with the City's Sick Leave Donation Policy.

Please donate _____ hours of my accrued sick leave hours to this program.

Donor's Signature _____ Date _____

For HR Office Use Only

_____ Allowable Hours \$ _____ Hourly Rate \$ _____ Total
Dollar Value

☐ Denied ☐ Approved

Approval by Assistant City Manager _____ **Date** _____

CITY OF DUARTE
CONFIDENTIAL REQUEST TO RECEIVE DONATED SICK LEAVE

I am requesting to receive additional sick leave pursuant to the City's Sick Leave Donation Policy due to a Serious Health Condition: a serious debilitating illness or injury that incapacitates the employee or his or her family member and meets the qualification of a serious health condition as defined in the City's Sick Leave Donation Policy.

Name (printed): _____

Department: _____

Have you received Donated Sick Leave this calendar year? No ☐ Yes ☐ Date: _____

Number of hours requested: _____ Dates of Leave: From _____ to _____

Briefly state the reason(s) for additional leave hours (please do not include medical diagnosis): _

I understand that:

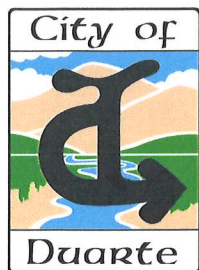
- I must be a regular status employee who is eligible to accrue and use sick leave.
- I must be on an approved leave of absence.
- I must provide a medical provider's verification of illness or injury.
- I must exhaust all paid leave credits (sick, vacation, administrative leave, and CTO) before I am eligible to receive Donated Sick Leave.
- In order to use Donated Sick Leave, I may not be on any other City pay status, receiving City disability, Worker's Compensation or any other supplemental benefits.
- My participation in the Donated Sick Leave program is subject to provisions outlined in the City's Sick Leave Policy.
- Any unused hours will be returned to the Donated Sick Leave Bank.
- Review and approval or denial of my request will include a review to determine if my request meets the standards set forth in the City's Sick Leave Donation Policy.
- There is no guarantee that Donated Sick Leave will be available to me.

Signature: _____ Date: _____

For HR Office Use Only

☐ Denied ☐ Approved _____ Hours Transferred

Assistant City Manager Approval/Authorization Signature:



Agenda Item:	_____
CM Review:	_____ <i>42</i>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: September 8, 2020

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Director of Administrative Services

SUBJECT: Resolution Establishing a Salary Schedule and Compensation Plan for Unrepresented Regular Employees

RECOMMENDATION: Recommend that the City Council approve Resolution No. 20-29, rescinding Resolution No. 19-13 and establishing a salary schedule and compensation plan for unrepresented regular employees.

FISCAL IMPACT: Approves a one-time expense of \$1,400 for FY 2020-21

BACKGROUND

The City has five “groups” of employees: the Supervisory and Professional Unit (governed by an MOU), the General Unit (governed by an MOU), the City Manager (governed by a contract), part-time temporary employees (governed by one resolution), and Unrepresented Employees. The Unrepresented Employees are bound by the policies established by the City’s Personnel Rules & Regulations and the Compensation Resolution, which is typically adopted by the Council on an annual basis.

The compensation resolution for Unrepresented Employees serves to establish compensation, benefits, and any procedures, rights, or protections that are of particular interest and/or not already a part of the existing Personnel Rules & Regulations. Please note that the one-year MOU terms do not impact, or apply to, unrepresented employees and, as such, another resolution must be approved in order for changes to occur. As a result, the City Council is given the opportunity to consider compensation for unrepresented regular positions on an annual basis.

DISCUSSION/ANALYSIS

This year’s compensation includes a one-time \$1,400 payment and does not include a base salary increase or any change to other benefits. This is consistent with the terms of the MOU negotiated with the other City employees.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 20-29, rescinding Resolution No. 19-13 and establishing a salary schedule and compensation plan for unrepresented regular employees.

FISCAL IMPACT

Approves a one-time expense of \$1,400 for FY 2020-21.

ATTACHMENT

Resolution No. 20-29

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
RESCINDING RESOLUTION NO. 19-13 AND ESTABLISHING A
SALARY SCHEDULE AND COMPENSATION PLAN FOR
UNREPRESENTED REGULAR EMPLOYEES**

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

SECTION 1. DEFINITIONS

Full-Time Regular Employees. A full-time regular employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

Three-Quarter (¾) Time Regular Employees. A three-quarter (¾) time regular employee is one whose position is allocated in the budget and who regularly works between thirty (30) and thirty-nine (39) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications contained herein. The following salary ranges are hereby established:

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$13,011	\$13,475	\$13,937	\$14,397	\$14,859	\$15,320	\$15,783
	Hr	\$75.06	\$77.74	\$80.41	\$83.07	\$85.72	\$88.38	\$91.05

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$7,149	\$7,419	\$7,684	\$7,951	\$8,219	\$8,486	\$8,752
	Hr	\$41.25	\$42.80	\$44.34	\$45.84	\$47.42	\$48.95	\$50.50

SECTION 2. PERFORMANCE INCENTIVE PAY

The City agrees that the unrepresented regular employees are authorized to develop an appropriate performance incentive program for inclusion in a future compensation resolution.

SECTION 3. BILINGUAL PAY

The City will compensate full and ¾ time regular employees at a monthly rate of \$125 to an eligible employee certified as bilingual by the City and who provides bilingual services as required, in addition to his/her base rate of pay, beginning on the first pay period after certification.

SECTION 4. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

For employees required or allowed by their department head to use private automobiles for City business, mileage will be reimbursed at the IRS-approved mileage rate. Department Heads will be given an auto allowance of \$350 per month.

SECTION 5. VACATION LEAVE

A. Regular employees will accrue vacation time in accordance with the following schedule:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
Up to 60 Months (5 years of service)	82 hours	61.5 hours
60 months – 120 months (10 years)	120 hours	90.0 hours
120 months – 132 months (11 years)	130 hours	97.5 hours
132 months – 144 months (12 years)	140 hours	105.0 hours
144 months – 156 months (13 years)	150 hours	112.5 hours
156 months – 168 months (14 years)	160 hours	120.0 hours
168 months – 180 months (15 years)	170 hours	127.5 hours
180 months – 192 months (16 years)	180 hours	135.0 hours

Vacation leave shall be credited to the employee per pay period. No employee shall be allowed to accumulate more than a total of 360 hours of earned vacation leave, except with the written authorization of the City Manager. Employees terminating from City employment will be paid in full for unused accrued vacation leave.

- B. Employees of the City will not be permitted, until after six months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior approval of the employee's direct supervisor and department head; however, no employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.
- C. Employees with five (5) or more years of continuous service with the City will be allowed to sell accrued vacation leave back to the City at 100% of its full value. Employees will be given the opportunity to sell accrued vacation leave back to the City annually, on or before July 31st of each fiscal year. The maximum amount of the annual buyback is as follows:

LENGTH OF SERVICE	FULL TIME EMPLOYEES	¾ TIME EMPLOYEES
After the completion of 60 Months (5 years of service)	40 hours	30 hours
After the completion of 132 months (11 or more years)	60 hours	45 hours

SECTION 6. SICK LEAVE

- A. Each full-time regular employee shall be entitled to receive up to ninety-six (96) hours of sick leave per year and each three-quarter time regular employee shall receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay. Sick leave shall be credited to the employee at the rate of 1/26th of an employee's annual sick leave allotment per pay period. There will be no limit to the amount of sick leave an employee may accrue. At the time of separation, employees will not be compensated for unused sick leave. However, upon voluntary retirement the employee may convert 100% of his/her accrued sick leave balance, less any amount used, to retirement service credit.
- B. Upon verbal or written request, sick leave may be used for the following purposes:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status; a 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; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.
 - ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the 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; and 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.

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician's confirmation of the nature of the illness or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

- C. Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent of his/her accrued sick leave balance, less any amount used under the provisions to retirement service credit.

- D. When utilizing sick leave, the employee will notify his/her direct supervisor at the earliest possible time as to the general nature and possible duration of the injury or illness. It will be the employee's responsibility to keep his/her supervisor informed on a daily basis of his or her condition as it relates to absence from employment.
- E. Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy.
- F. Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation.
- G. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

SECTION 7. BEREAVEMENT LEAVE

Each employee will be entitled to bereavement leave in an amount of forty (40) hours per incident. Bereavement leave will be granted only in those cases involving the death of a parent (including step-parents), parent-in-law, children (including step-children), spouse, sibling, grandparent, grandparent-in-law, or registered domestic partner or an arrangement where someone is standing "*in loco parentis*".

SECTION 8. HOLIDAYS

- A. **Holidays Observed.** The City provides regular and probationary employees with the following paid holidays during the calendar year:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1 or January 2 if January 1 falls on a Sunday
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

If a holiday falls on an employee's regularly scheduled day off, the employee will receive a floating holiday, according to the provisions of Section 8.b, below. In such a case, the floating holiday will accrue on the date of the holiday.

- B. **Floating Holidays.** The employee may use all floating holiday time at any time before the end of the fiscal year, as long as the employee has obtained the advance permission of his/her department head for the scheduling of the holiday. Unused floating holidays will be automatically cashed out at the end of the fiscal year. In case an employee terminates employment with the City, he or she will be fully compensated for any accrued, but unused, floating holidays.
- C. **Amount of Holiday Pay.** Employees shall receive holiday pay, including floating holidays, in an amount equal to their regular schedule and rate of pay. For example, an employee who is assigned to a 4/10 schedule shall receive ten (10) hours of holiday pay, and an employee who is assigned to a 5/8 schedule shall receive eight (8) hours of holiday pay.
- D. **Work on Holidays.** An employee who is scheduled and required to work on a date that the City has observed as a holiday shall be compensated at twice (2x) the employee's regular salary for all time actually worked on the date the holiday is observed. The employee shall not be provided with an alternative day off to observe the holiday or with a floating holiday.

SECTION 9. ADMINISTRATIVE LEAVE AND/OR OVERTIME

In recognition of the long hours required to accomplish the requirements of the job, including attendance at numerous meetings outside normal working hours, department heads will be granted sixty (60) hours of administrative leave per fiscal year. The full sixty (60) hours shall be granted on July 1st of each year and shall not be allowed to carry over to the next fiscal year. This leave may be used to take time off, or sold back to the City at 100% of its monetary value. Department heads will not be eligible for overtime compensation.

Division managers shall receive either compensatory time or overtime pay (at the discretion of the department head) at their regular rate of pay ("straight" time) for the number of authorized hours worked over forty (40) per week. Vacation leave, sick leave, holidays, and other time not actually worked will not be counted towards the forty hours. If compensatory time is taken in lieu of paid overtime, no employee shall be permitted to accrue more than sixty (60) hours.

SECTION 10. CALL BACK

Employees may be required to come to work outside of their regular working hours in case of an emergency. In such circumstances, all employees, with the exception of department heads, will be guaranteed at least two hours pay.

SECTION 11. RETIREMENT

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System (CalPERS). An employee may be eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits that are fully set forth in the City's contract with CalPERS, and in the case of a conflict, either party may request to reopen Article 20 regarding Retirement to meet and confer over the conflict and/or changes to the retirement. The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as "new member", which determines the retirement formula, final compensation calculation and employee contribution/cost sharing, as follows:

- A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- C. **Tier 3: Employees Hired On or After January 1, 2013.**
- i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
 - ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty

percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- D. **Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

SECTION 12. HEALTH INSURANCE

- A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and $\frac{3}{4}$ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly rates.

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$649.57	\$487.18
Employee + One	\$1,299.14	\$974.36
Employee + Two or More	\$1,688.88	\$1,266.66

Employees will pay any excess premiums through payroll deduction on a pre-tax basis.

- B. The City will provide taxable cash to employees who waive medical insurance coverage and provide written proof of other medical insurance to the City per the following scale:

	Full Time Employees	$\frac{3}{4}$ Time Employees
Employee Only	\$218	\$163
Employee + One	\$435	\$326
Employee + Two or More	\$566	\$424

Employees who choose a plan where the premiums are lower than the amounts paid by the City listed in the chart above will not receive the difference between their chosen plan and the City's maximum coverage.

- C. The City will provide medical insurance coverage for retirees and their dependents through the PERS system. To be eligible, employees must retire within one hundred and twenty (120) days of their separation from employment from the City of Duarte. The City's contribution to insurance premiums for retirees will be set at the same levels as they are for active employees. The City will provide taxable cash to retirees who waive medical insurance coverage and provide written proof of other medical insurance to the City as noted in Section B above.

SECTION 13. DENTAL INSURANCE

The City will contract for dental insurance for all full and three-quarter ($\frac{3}{4}$) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City will contribute toward the cost of the City sponsored dental plan for employees and their dependents at the following monthly rates:

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$52.53
Employee + One	\$92.97
Employee + Two or More	\$148.35

SECTION 14. VISION INSURANCE

The City will contract for vision insurance for all full and three-quarter ($\frac{3}{4}$) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City will contribute toward the cost of the City sponsored vision plan for employees and their dependents at the following monthly rates.

	Full Time and $\frac{3}{4}$ Time Employees
Employee Only	\$10.27
Employee + One	\$14.92
Employee + Two or More	\$27.07

SECTION 15. LIFE INSURANCE

The City will contract for life insurance for full and three-quarter ($\frac{3}{4}$) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee's annual salary, up to \$200,000. For three-quarter ($\frac{3}{4}$) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life insurance premium. Full and three-quarter ($\frac{3}{4}$) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 16. SHORT AND LONG TERM DISABILITY INSURANCE

The City will contract for short and long-term disability insurance for full and three-quarter ($\frac{3}{4}$) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

SECTION 17. EMPLOYEE ASSISTANCE PROGRAM

The City will contract for an Employee Assistance Program for full and three-quarter ($\frac{3}{4}$) time regular employees, at no cost to the employee.

SECTION 18. FITNESS CENTER MEMBERSHIP

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter ($\frac{3}{4}$) time employee and retiree.

SECTION 19. **FLEXIBLE SPENDING ACCOUNTS**

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter ($\frac{3}{4}$) time employees.

SECTION 20. **DEFERRED COMPENSATION PROGRAM**

The City will make a Section 457 deferred compensation program available to all full and three-quarter ($\frac{3}{4}$) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

SECTION 21. **PROFESSIONAL MEMBERSHIP FEES**

Employees may maintain membership in appropriate professional organizations. The costs for memberships in these organizations are legitimate City expenditures if requested for a regular employee, provided for in the annual City Budget, and approved in advance by the department head and City Manager.

SECTION 22. **TUITION REIMBURSEMENT PROGRAM**

Employees are eligible to be reimbursed for seventy-five percent (75%) of the cost of college accredited academic courses, taken for credit, outside regular working hours, that are directly related to job duties within the City, or are required for a degree in their occupational field in local government. An employee must request advance approval from his/her Department Head prior to enrollment in order to be eligible for reimbursement under this section. The Department Head, in his/her sole discretion, will determine whether the courses meet the standard articulated above. The reimbursement will not exceed three-thousand dollars (\$3,000.00) for full-time employees or two-thousand, three hundred dollars (\$2,300.00) for three-quarter-time employees, during any fiscal year. Reimbursement costs include those for registration, parking, and books. Proof of course completion and a grade of "C" or better are required.

SECTION 23. **COMPUTER LOAN PROGRAM**

The City will continue its present employee computer loan program. Generally, benefited employees may have two active loans, in a total amount not to exceed three-thousand dollars (\$3,000.00), for the purchase of new computer equipment. Loans will be interest-free and payable over a two-year period. The minimum loan payment will be $\frac{1}{52}$ of the amount borrowed, and will be made through payroll deduction. The balances of any outstanding loans become due and payable upon termination, and will be deducted from an employee's final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

SECTION 24. **SEVERANCE PAY**

When a regular full-time employee is laid off, that employee will be entitled to receive severance pay as follows:

<u>Length of Service</u>	<u>Amount</u>
Date of hire to 2 years	None
2 years plus one day to 5 years	1 month's salary
5 years plus one day to 10 years	2 month's salary
10 years plus one day to 15 years	3 month's salary
15 years plus one day to 20 years	4 month's salary
20 years plus one day to 25 years	5 month's salary
25 years plus one day or more	6 month's salary

Employees terminated from employment due to physical inability to perform their job and eligible for worker's compensation benefits will not be entitled to severance pay. Any additional years of service purchased by the City towards retirement will be deducted from severance pay.

SECTION 25. SEVERABILITY

All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

SECTION 26. EFFECTIVE DATE

The effective date of this resolution shall be September 8, 2020. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2020.

Mayor Samuel Kang

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 20-29 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of September 2020 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
DUARTE COMMEMORATING HISPANIC HERITAGE MONTH**

WHEREAS, Hispanic Heritage Month originated in 1968 when Congress authorized President Lyndon Johnson to issue an annual proclamation designating Hispanic Heritage Week, then it was expanded to cover a 30-day period by President Ronald Reagan in 1988 becoming known as Hispanic Heritage Month, and was enacted into law on August 17, 1988 (Public Law 100-402); and

WHEREAS, Hispanic Heritage Month is celebrated annually from September 15 to October 15, and recognizes the contributions of those tracing their roots to Spain, Mexico, Central America, South America, and the Spanish-speaking nations of the Caribbean; and

WHEREAS, the most recent 2019 U.S. Census Bureau information indicates that the Hispanic population of the United States is 60.6 million, constituting 18.5% of the Nation's population, the largest ethnic or racial group; and

WHEREAS, Hispanic Americans have made and continue to make vast contributions, advances, and impacts to our Nation and our community through politics, human rights, education, medicine, art, culture, farming, public service, and numerous other areas; and

WHEREAS, Hispanic Americans have a positive influence on our Nation and community through deep commitment to family and community, an enduring work ethic, service and strong values, and a perseverance to succeed and contribute to society; and

WHEREAS, the theme of 2020 Hispanic Heritage Month is "Be Proud of Your Past and Embrace Your Future;"

NOW, THEREFORE, the City Council of the City of Duarte hereby commemorates Hispanic Heritage Month, which will be observed September 15 – October 15, 2020, and honors all Hispanic Americans for their countless contributions as leaders, innovators, and entrepreneurs, thereby enriching our culture and society.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2020.

Mayor Samuel Kang

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 20-30 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of September, 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



Agenda Item:	_____
CM Review:	<u> <i>SE</i> </u>
Fiscal Review:	_____

AGENDA REPORT

MEETING DATE: September 8, 2020

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Temporary Pay Rate Percentage Increase for Part-Time Fee and Charge Instructors

RECOMMENDATION: Staff recommends City Council approve a temporary pay rate increase of 80% of registration fees for all Fee and Charge Instructors while the County of Los Angeles Public Health Department Health Officer Order is in place.

FISCAL IMPACT: The fiscal impact, loss in revenue, is dependent on recreation class enrollment, per season. Based on summer 2020 enrollment, which was the first season virtual fee-based programming was offered, the Department's loss in revenue would be about \$200.

BACKGROUND

Based off the current City of Duarte City-Wide Salary and Pay Schedule, Fee and Charge Instructors are compensated 70% of the registration fees that the Department collects for their class offering. Additionally, prior to the Novel Coronaviruses (COVID-19) pandemic and Health Officer's Order, all recreation classes took place in-person in a City facility.

DISCUSSION/ANALYSIS

In an effort to slow the spread of COVID-19 and in accordance with the current Health Officer's Order, the Department has worked with its Fee and Charge Instructors to adapt to the new method of delivering programming and the technologies available in keeping their classes going each season. However, the Department recognizes the additional time and expenses incurred by instructors in order to provide virtual recreation classes. Furthermore, the Department's intent is to continue to offer the community a wide-range of high-quality recreation classes that are safe, and affordably priced while a Stay at Home Order is in place. Thus, to incentivize instructors to continue offering their classes, help offset their additional expenses, and meet the State's minimum wage requirement, staff is recommending the split for Fee and Charge Instructors temporarily be increased to 80% Instructor and 20% City for all the registration fees collected.

RECOMMENDATION

Staff recommends City Council approve a temporary pay rate increase of 80% of registration fees for all Fee and Charge Instructors while the County of Los Angeles Public Health Department Health Officer Order is in place.

FISCAL IMPACT

The fiscal impact, loss in revenue, is dependent on recreation class enrollment, per season. Based on summer 2020 enrollment, which was the first season virtual fee-based programming was offered, the Department's loss in revenue would be about \$200.

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Dan Jordan, City Manager

DATE: September 3, 2020

SUBJECT: Conference Attendance – City Council Meeting of September 8, 2020



League of California Cities
Virtual Conference
October 7-9, 2020
Online

Registration: \$50



Registration Now Open for the League's 2020 Annual Conference & Expo

[Register Now](#)

Join us and your fellow city officials from throughout the state as we come together virtually to learn, collaborate, and celebrate at the League's 2020 Annual Conference & Expo.

Taking place on Oct. 7-9, the League's annual meeting promises to be an unparalleled educational and networking event, including dynamic panel discussions, keynotes, breakout sessions, and opportunities to connect directly with your peers. We're especially excited to introduce our new interactive Expo!

**Mark your calendars to attend live
and [secure your spot now!](#)**

Many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are excited to offer this reimagined experience.

Recognizing the budget constraints that cities are experiencing due to the pandemic, this year's conference will be more financially accessible to all members.

Register now for the most important event of the year for many city officials and stay tuned for upcoming announcements on speakers and sessions you don't want to miss!

Your full registration includes:

- your ticket to all virtual educational sessions and networking opportunities
- access to recordings of all educational sessions for six months after the conclusion of the conference
- electronic access to all program materials
- access to the Virtual Expo

Full conference registration starts at **\$50 for League member-city officials.**

In order to register for the annual conference, you will need to set up a password connected to your registration. Each individual registering for the conference is required to use their own unique email address connected to their registration.

Conference registration is required to attend all conference activities including the General Assembly. Each registration is for a single person. Sharing of registration is prohibited.

Register Now

Questions or special needs? Contact our conference registrar at mdunn@cacities.org before **Thursday, Oct. 1.**

Visit <https://www.cacities.org/AC> for more information.



***Annual Conference
Resolutions Packet***

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Crutt
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

CITY OF

303 EAST "B" STREET, CIVIC CENTER

ONTARIO



ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYOR

SCOTT OCHOA
CITY MANAGER

DEBRA DORST-PORADA
MAYOR PRO TEM

August 6, 2020

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

JAMES R. MILHISER
TREASURER

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

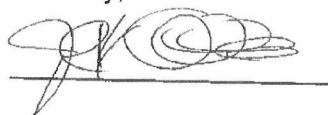
Dear President Dunbar:

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,



John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.