AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's office during normal business hours. Such Documents may also be posted on the City's website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager's Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, November 6, 2012 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City's Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- matter.

Initiation of litigation pursuant to Government Code §54956.9(c): -2- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -1- matter

1. Request for unpaid leave (pursuant to El Segundo Municipal Code Section 1-6-20)
   Position/Title: Police Officer

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) –0- matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -1- matters

1. Sale or Lease of City Owned Property (Price and Terms):
   Real Property: City owned parking lot at Corner of Main Street and Grand Avenue
   (Assessor Parcel Number: 4135-003-901)
   City’s Negotiator: Greg Carpenter, City Manager
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, November 6, 2012 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Alexei Smith, St. Andrew Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Fuentes
PRESENTATIONS

a) Proclamation for Spark of Love Toy Drive.


c) Presentation – Car 2 Go Program

d) Presentation – Wiseburn School District Update – Tom Johnstone, Superintendent

ROLL CALL

PUBLIC COMMUNICATIONS – *(Related to City Business Only – 5 minute limit per person, 30 minute limit total)* Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)
C. UNFINISHED BUSINESS

1. Consideration and possible action regarding 1) Approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the California Teamsters Public, Professional and Medical Employees Union, Local 911, Supervisory and Professional Employees' Association (SPEA) bargaining unit; 2) Adoption of a Resolution approving the Memorandum of Understanding; 3) Adoption of a Resolution establishing the salary for Environmental Safety Manager; and 4) Adoption of a Resolution for CalPERS Employer Paid Member Contribution (EPMC) for Supervisory and Professional Employees' Association.

(Fiscal Impact: Estimated Savings FY 2012/2013 of $339,900.00)

Recommendation – 1) Adopt the Resolution approving the Memorandum of Understanding; 2) Adopt the Resolution establishing the salary for Environmental Safety Manager; 3) Adopt the Resolution for Employer Paid Member Contribution; 4) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Warrant Numbers 2589674 - 2590098 on Register No. 2 in the total amount of $2,385,035.62 and Wire Transfers from 10/04/2012 through 10/25/2012 in the total amount of $3,225,231.05.

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


Recommendation – Approval.
4. Consideration and possible action regarding the close out of the Urban Areas Security Initiative ("UASI") grant Program Year 2008, and related contract amendment.
   (Fiscal Impact: N/A)
   Recommendation – 1) Authorize the City Manager to sign a Supplemental Agreement with the City of Los Angeles who serves as grant administrator for the UASI 2008 grant program; 2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action to adopt a Resolution to approve a Youth Employment Plan in accordance with the Los Angeles County Regional Park and Open Space District’s Procedural Grant Guide for Youth Employment Policy.
   (Fiscal Impact: None)
   Recommendation – 1) Adopt Resolution; 2) Alternatively, discuss and take other action related to this item

6. Consideration and possible action to authorize the City Manager to sign and enter into an agreement, reviewed by the City Attorney, with the American Red Cross to use the Joslyn Community Center and the Gordon Clubhouse facilities as emergency shelters in the event of a disaster in El Segundo.
   (Fiscal Impact: None)
   Recommendation – 1) Authorize the City Manager to sign and enter into an agreement, reviewed by the City Attorney, with the American Red Cross to use the Joslyn Community Center and the Gordon Clubhouse facilities as emergency shelters in the event of a disaster in El Segundo; 2) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action to receive and file this report regarding the emergency repair of fuel pumps at the Maintenance Yard.
   (Fiscal Impact: $1,158.68)
   Recommendation – 1) File and receive this report regarding the emergency repair of the fuel pumps at the Maintenance Yard; 2) Alternatively, discuss and take other action related to this item.
8. Consideration and possible action regarding authorizing the recording of the Notice of Completion and authorizing the City Manager to accept completion of work for 42 homes related to the City's Residential Sound Installation Program's Group 43 (Project No. RSI 12-02).
(Fiscal Impact: $1,517,879.19)
Recommendation – 1) Authorize the City Clerk to file the City's Planning and Building Safety Director's Notice of Completion in the County Recorder's Office; 2) Authorize the City Manager, or designee, to close out Project No. RSI 12-02; 3) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

9. Consideration and possible action to 1) adopt a resolution of intent to approve an amendment to the contract between the California Public Employees' Retirement System (CalPERS) and the City of El Segundo to provide Government Code § 20475 (Different Level of Benefits for the 2% @ 60 formula) for Local Miscellaneous Members entering into membership after the effective date of the Contract; 2) Introduce and waive first reading of an ordinance amending the contract between the City and CalPERS; 3) schedule second reading and adoption for December 4, 2012; and 4) take such additional, related, action that may be desirable.
(Fiscal Impact: None for Fiscal Year 2012/13)
Recommendation – 1) Adopt the Resolution of Intention; 2) Introduce and waive the First Reading of the Ordinance. Second reading and adoption is scheduled for December 4, 2012; 3) Alternatively, discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer -
Council Member Atkinson –

10. Consideration and possible action regarding the recommendation to implement a temporary surcharge to design and construct the City’s One Stop Permit Center.
(Fiscal Impact: None)
Recommendation – 1) Direct staff to initiate the study and bring back a fee resolution to adopt a temporary surcharge in order to design and construct the City’s One Stop Permit Center; 2) Alternatively, discuss and take other action related to this item.

Council Member Fisher –

Mayor Pro Tem Fuentes –

Mayor Jacobson –

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MEMORIALS –

CLOSED SESSION
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)
ADJOURNMENT
POSTED:

DATE: Oct. 31, 2012
TIME: 3:40 PM
NAME: Doors Weaver
WHEREAS, In an effort to provide for children who otherwise might not experience the joy of the holiday season, the City of El Segundo Fire Department along with other Southland fire agencies, has participated in the Spark of Love program for the past twenty years and has been a collection site for toys and food items donated during the holidays; and

WHEREAS, The ever upward spiraling cost of living burdens disadvantaged and displaced families who may not be able to give gifts during the holiday season without help from the Spark of Love program; and

WHEREAS, The true holiday spirit is reflected in unselfish giving and our thoughts and hearts go out to those less fortunate than ourselves; and

WHEREAS, In the past, with the help of civic-minded citizens who live and work in our community, hundreds of toys plus food items have been collected and distributed to children and families in El Segundo and other South Bay cities.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, do hereby proclaim November 12, 2012 through December 13, 2012 as the

Spark of Love
TOY DRIVE

The community is encouraged to support this holiday program by contributing toys and non-perishable foods to the El Segundo Fire Department, Fire Station No. 1 at 314 Main Street, during the period of November 12 through December 13, 2012.

Mayor Carl Jacobson
Mayor Pro Tem Suzanne Fuentes
Council Member Bill Fisher
Council Member Dave Atkinson
Council Member Marie Fellhauer
Presentation
Fill-the-Boot campaign.
Megan Berry, Director of Business Development
Los Angeles Chapter Muscular Dystrophy Association
Presentation
Car 2 Go Program
AGENDA DESCRIPTION:
Consideration and possible action regarding 1) Approval of a Memorandum of Understanding (Labor Agreement) between the City of El Segundo and the California Teamsters Public, Professional and Medical Employees Union, Local 911, Supervisory and Professional Employees' Association (SPEA) bargaining unit 2) Adoption of a Resolution approving the Memorandum of Understanding, 3) Adoption of a Resolution establishing the salary for Environmental Safety Manager and 4) Adoption of a Resolution for CalPERS Employer Paid Member Contribution (EPMC) for Supervisory and Professional Employees' Association. (Fiscal Impact: Estimated Savings FY 2012/2013 of $339,900)

RECOMMENDED COUNCIL ACTION:
1. Adopt the Resolution approving the Memorandum of Understanding.
2. Adopt the Resolution establishing the salary for Environmental Safety Manager.
3. Adopt the Resolution for Employer Paid Member Contribution.
4. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Resolution approving the Memorandum of Understanding between the City of El Segundo and SPEA.
2. Memorandum of Understanding – Exhibit “A”.
3. Resolution for the Environmental Safety Manager salary.
4. Resolution for Employer Paid Member Contribution for SPEA.

FISCAL IMPACT:
Total Fiscal Impact: Estimated Savings FY 2012/2013 of $339,900

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ORGINATED BY: Martha A. Dijsstr, Human Resources Manager
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION
Staff and representatives of the California Teamsters Public, Professional and Medical Employees’ union, Local 911, Supervisory and Professional Employees Association (SPEA) bargaining unit began meeting and conferring pursuant to Sections 3500 et.seq. of the California Government Code, for purposes of obtaining a labor agreement. Agreement was reached on October 11, 2012.

The Agreement contains the following major provisions:

1. Term – October 1, 2012 – September 30, 2013. However, if all other employee bargaining units timely elect to extend their respective memoranda of understanding by one year to expire on
September 30, 2014, then this memorandum of understanding shall also extend to September 30, 2014.

2. Employer Paid Member Contribution (EPMC) – Miscellaneous employees in this bargaining unit will pay three percent (3%) of the member contribution. The one safety employee in this bargaining unit will pay five percent (5%) of the member contribution.

    PERS requires that the City pass a Resolution for the EPMC payment for each group or class of employment. Attached to this staff report is the Resolution to implement the negotiated EPMC for this bargaining unit.

3. Retirement Formula - As soon as practicable, the City shall amend its contract with PERS to establish a two-tier miscellaneous retirement formula of 2%@60 for employees hired into the City of El Segundo who are already PERS members.

    Effective January 1, 2013, new employees/members, as defined by AB340, will be required to pay fifty percent (50%) of the normal cost of retirement benefits. Moreover, new employees/members will be subject to the 2%@62 retirement formula as well as all other statutory requirements established by AB340, also known as the California Pension Reform Act of 2013.

4. Public Agency Retirement System (PARS) – Miscellaneous employees in this bargaining unit will pay one hundred percent (100%) of the required PARS contribution. Members will be responsible for any future increases. This benefit will not be available to new bargaining unit members.

5. Environmental Safety Manager – The base salary for this safety classification shall be reduced by one percent (1%). Attached to this staff report is the Resolution establishing this basic monthly salary.

6. Health Contribution - The City’s monthly contribution shall remain at $1140.39 for 2013 and shall remain unchanged if this agreement is extended to expire on September 30, 2014. Additionally, the maximum future City contribution for medical insurance, for both active employees and retirees, was reduced to $1600 per month.

7. Cell Phone Stipend - Incumbents in classifications currently issued a City cell phone may elect to utilize their own personal device to conduct City business and receive an eighty dollar ($80) monthly stipend.

8. Vision Plan Administrator – Agreement to remove requirement that optical benefits be provided through the Joint Council of Teamsters 42 Welfare Trust Fund Plan.

9. Holidays – Removed Friday after Thanksgiving from list of observed holidays. Holiday language revised so observance of holidays is consistent with other miscellaneous employee groups.

10. Clean-up language includes the following:
    • Updated list of covered classifications
    • Revise overtime definition of workweek to conform to current work schedule
    • Update Catastrophic Leave Language to reflect current City Policy
    • Remove Article XX, “Zipper Clause”
RESOLUTION NO.__________

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES' UNION, LOCAL 911, SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION BARGAINING UNIT.

The City Council of the City of El Segundo does resolve as follows:

Section 1: Discussions which have taken place in the Meet and Confer Process have resulted in a mutually agreeable Memorandum of Understanding between the City of El Segundo and this Bargaining Unit.

Section 2: Staff is authorized to implement all terms and conditions of the Memorandum of Understanding between the City of El Segundo and this Bargaining Unit. A copy of the Memorandum of Understanding is attached as Exhibit “A”.

Section 3: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions, and make a minute of this adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 4: This Resolution will become effective immediately upon adoption and

PASSED AND ADOPTED this 6th day of November, 2012.

Carl Jacobson,
Mayor
CERTIFICATION

STATE OF CALIFORNIA    )
COUNTY OF LOS ANGELES  )    SS
CITY OF EL SEGUNDO     )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ______ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 6th day of November, 2012, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this ______ day of __________, 2012.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:_____________________
  Karl H. Berger
  Assistant City Attorney
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL SEGUNDO

AND

CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES UNION, LOCAL 911
SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL
AND MEDICAL EMPLOYEES UNION, LOCAL 911
SUPERVISORY AND PROFESSIONAL EMPLOYEES' BARGAINING UNIT

ARTICLE I - RECOGNITION

SECTION 1. Pursuant to the provisions of the City of El Segundo Resolution No. 3208, establishing procedures governing employer-employee organization relations, the City of El Segundo (hereinafter referred to as the 'City' and 'Employer' (interchangeably) has recognized the California Teamsters Public, Professional and Medical Employees Union, 911, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the 'Union') as the exclusive representative of employees within the bargaining unit consisting of the following classified positions:

- Administrative Analyst
- Assistant Fire Marshal
- Associate Engineer
- Construction Coordinator (At-Will Position)
- Crime Prevention Analyst II
- Crime Prevention Analyst I
- Economic Development Analyst (At-Will Position)
- Emergency Management Coordinator
- Environmental Safety Manager
- Equipment Maintenance Supervisor
- Facilities Maintenance Supervisor
- Fire Marshal
- GIS Analyst
- Information Systems Specialist
- Librarian I
- Park Maintenance Supervisor
- Plan Check Engineer
- Police Records Supervisor
- Principal Environmental Specialist
- Principal Planner
- Program Coordinator
- Project Specialist
- Property Owner Coordinator (At-Will Position)
- Purchasing Agent
- Recreation Supervisor
- Senior Accountant
- Senior Administrative Analyst
- Senior Building Inspector
- Senior Plan Check Engineer
- Street Maintenance Supervisor
- Technical Services Analyst
SECTION 2. The City recognizes the Union as the representative of the employees in the classifications and assignments set forth in Section 1, above, for the purpose of meeting the joint obligations of the City and Union as set forth within the Meyers-Millas-Brown Act, Government Code 3500 et seq.

SECTION 3. The term of this Memorandum of Understanding (MOU) shall commence on October 1, 2012 and end on September 30, 2013. However, if all other employee bargaining units timely elect to extend their respective memoranda of understanding by one year to expire on September 30, 2014, then this memorandum of understanding shall also extend to September 30, 2014.

ARTICLE II - NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee because of race, color, age, creed, national origin, sex, handicap, medical condition, marital status, or union activities in any matter.

ARTICLE III - HEALTH AND WELFARE

SECTION 1. Health Insurance - Employees participate as members of the PERS administered Public Employees' Medical and Hospital Care Program. Employees have a choice of HMO and Indemnity medical coverage plans.

City Medical Contribution: Effective January 1, 2009, and thereafter, the monthly City-paid Health Insurance Premium Contribution for medical/mental health insurance will be equal to the average dollar cost of the premium for an employee and two (2) or more dependents for the HMO’s available to employees under the Public Employee’s Medical and Hospital Care Program in the Los Angeles Area, as that term is defined by CalPERS (Los Angeles, San Bernardino, and Ventura County). PERS Choice PPO and PERS Select PPO will also be included in the average dollar cost of the premium.

Any increase in medical costs based on this average, above the rate in effect on January 1, 2009 ($1058), will be shared 50% by the City and 50% by the employee.

Notwithstanding the foregoing, effective January 1, 2013, and for the term of this agreement, the monthly City-paid Health Insurance Premium Contribution for medical/health insurance shall be capped at $1140.39.

Effective October 1, 2012, the maximum future City contribution for Medical/Mental Health Insurance, for both active employees and retirees, shall be $1600 per month.

SECTION 2. Alternative Medical Plans - During the term of this agreement, the City may reopen the contract in order to consider alternatives to the PERS medical plan. The City agrees that it will only propose plans that provide for a cost-effective, comprehensive medical package for
employees and their families (i.e., provides comparable benefits to current plan, including portability). There will be no change in insurance plans prior to January 2006 without agreement of the parties.

SECTION 3.  Dental Insurance - The City provides fully paid dental insurance for the employee and all eligible dependents.

SECTION 4.  Optical Insurance - The City provides fully paid optical insurance for the employee and all eligible dependents.

SECTION 5.  Life Insurance - Employees are provided a fully paid $50,000 term life insurance policy. Additional coverage for self ($100,000 maximum) and for family members may be purchased at group rates by the individual employee.

SECTION 6.  Insurance Cap – The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $161.65 per month. The City shall provide optical benefits for each employee and the employee’s dependents. Within the monthly contribution cap currently established for dental, optical and life insurance coverage, the City’s monthly contributions toward dental and life insurance coverage for an employee shall be made after the City’s full monthly vision benefit contribution for an employee and his/her dependents has been made.

SECTION 7.  Long Term Disability Insurance (LTD) - The City provides employees with a fully paid long term disability insurance policy which allows continuance of 66-2/3 % of the first $7,500 of the employee’s monthly salary. The policy applies to non-job related occurrences and benefits are payable following a 60 day waiting period. The maximum benefit period varies on the basis of the employee’s age at the time disability begins.

SECTION 8.  Workers Compensation - The City provides employees who receive job related injuries that are compensable under California Worker's Compensation Laws 75 % of their regular monthly salary for a period of up to one year.

SECTION 9.  Flexible Spending Account - Pursuant to applicable federal laws, the City allows for payment of employee paid insurance premiums, non-reimbursed medical expenses and/or dependent care expenses with pre-tax dollars. Participation in the program is voluntary.

SECTION 10.  Bereavement Leave - The present practice of granting three (3) working days of bereavement leave per incident shall be increased to forty (40) hours per incident in those circumstances where travel to a funeral or other memorial proceeding is 500 or more miles one way as measured from the El Segundo City Hall. Additionally, the definition of the immediate family whose funeral or memorial proceeding qualifies for use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

SECTION 11.  California State Disability Insurance (SDI) Program – The City has taken all the necessary administrative steps to provide Union employees with State Disability Insurance Program coverage through the California Employment Development Department. All actual costs associated with participation in the State Disability Program will be the responsibility of Union employees.

ARTICLE IV - RETIREMENT

SECTION 1.  (a) Effective November 8, 2000, employees participate in the Public Employees Retirement System (PERS) 2% at 55 Miscellaneous Plan.
(b) Tier II – As soon as practicable, the City shall amend its contract with the California Public Employees’ Retirement System (CalPERS) to implement the 2%@60 retirement formula in accordance with Government Code Section 21353. This new formula shall apply to miscellaneous employees who are hired on or after the effective date of the CalPERS contract amendment and are otherwise not a “new employee” and/or “new member” of CalPERS under Government Code section 7522.04 of AB 340, also known as the California Pension Reform Act of 2013.

Effective January 1, 2013, new miscellaneous employees and/or members, as defined by AB 340, will be subject to the 2%@62 retirement formula as well as all other statutory requirements established by AB340.

(c) The Plan’s retirement benefits are integrated with Social Security.

(d) The Environmental Safety Manager shall for the term of the agreement participate as a local fire safety member pursuant to Government Code 20420 and be eligible for the local fire safety retirement formula in effect between the City and PERS. Effective January 1, 2013, pursuant to AB 340, any new employee or new member hired into this fire safety classification will be subject to the applicable safety retirement formula as well as all other statutory requirements established by AB340.

(e) Effective January 1, 1992, the City’s contract with PERS was amended to include the single highest year retirement calculation option. The present City contract with PERS also calls for incremental yearly increases in the City contribution towards retirees’ medical coverage (currently $375 per month) so that by 1995 the contribution for current employees and retirees will be equal.

(f) Effective the pay period beginning November 3, 2012, miscellaneous employees agree to pay a portion of the statutorily required employee contribution equal to three percent (3%) (pre-tax) of compensation. The one local fire safety employee agrees to pay a portion of the statutorily required employee contribution equal to five percent (5%) (pre-tax) of the employee’s compensation. Additionally, pursuant to Government Code Section 20516(a), for as long as this contract provision is in effect between the City and PERS, the local fire safety employee shall pay a portion of the statutorily required employer contribution equal to three percent (3%) of compensation.

Effective the pay period beginning November 3, 2012, the City shall pay a portion of each employee’s statutorily required contribution equal to four percent (4%) of compensation. The City shall report the four percent (4%) to CalPERS as compensation earnable, pursuant to California Government Code Section 20636(c)(4).

Effective January 1, 2013, “new employees” and/or “new members”, as defined by AB 340, will be statutorily required to pay half of the normal cost of retirement benefits.

SECTION 2. Retiree Medical Insurance Contribution - A member of the Union will be eligible to receive the City-provided retiree medical insurance contribution, which is equal to that provided to an active Union member, after a minimum of 5 full-time years of service with the City of El Segundo.

SECTION 3. Deferred Compensation Plan - Employees are eligible to participate in the International City Management Association Retirement Corporation (ICMA-RC) and the Nationwide Retirement Solutions (NRS) Deferred Compensation Plans. Participation is voluntary and there is no City contribution to the plan.

SECTION 4. Leave Payoff - Employees separating from the City service are paid the accumulated total of their unused vacation leave and personal floating holiday leave.
SECTION 5. Government Code 20022(a)(1) provides that compensation for purposes of computing PERS retirement benefits includes remuneration paid in cash because of holidays, sick leave and vacation, as well as other remuneration furnished in payment for services. This MOU section memorializes that members of this unit have been contractually eligible to receive City paid cash equivalencies for vacation, sick leave and floating holidays accrued during the employee’s final year of employment. Said members have also been eligible to receive a cash distribution equal to the monthly differential between $500.00 and the monthly amount designated by each member for funding health insurance and similar programs (herein referred to as an insurance differential.) Pursuant to City Council action in December 1991, the former management/confidential unit was modified, with members of this Supervisory Unit being removed from the then existing management/confidential unit. The classifications now contained within this Supervisory Unit being removed from the then existing management/confidential unit. The classifications now contained within this Supervisory Unit were included within the prior management/confidential unit and City contractual agreements prior to December 1, 1992 to provide the management/confidential unit members with payment for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, fully insured to the benefit of those classifications now within the Supervisory Unit.

On June 2, 1992, the City Council adopted the first Memorandum of Understanding between the City and the Supervisory Unit, with Article VII of said MOU providing in pertinent part that all wages, hours and terms and conditions of employment in full force and effect prior to the adoption of the MOU, are to remain in full force and effect and are to be set forth within a later document entitled a Comprehensive Memorandum of Understanding. As members of the prior management/confidential unit, those classifications within the Supervisory Unit were therefore subject to earlier Council determination providing the described paid remuneration for vacation, sick leave and floating holidays accrued during the final year of employment, as well as the above insurance differential, and the June 2, 1992 Memorandum of Understanding contractually signifies that said benefits are to remain in full force and effect unless and until altered pursuant to the meet and confer process. This "Comprehensive Memorandum of Understanding" thereby codifies pre-December 1992 contractual provision of the stated compensation benefits to unit members.

SECTION 6. Public Agency Retirement System (PARS) - Effective October 1, 2008, the City will contract with the Public Agency Retirement System (PARS) to provide an additional retirement benefit for eligible union employees. Eligible employees are those who are 1) 55 years of age or older, 2) have completed 15 years of continuous service with the City of El Segundo and 3) service or disability retire from the City of El Segundo. Eligible employees are entitled to receive the PARS .5 @ 55 retirement enhancement formula as a supplement to the City’s 2% @ 55 Public Employees’ Retirement System formula. This benefit will no longer be available to bargaining unit members who are both 1) hired and/or appointed to a position in the bargaining unit on or after October 1, 2012, and 2) not already a participant in the plan.

Effective the pay period beginning November 3, 2012, eligible Union employees participating in the plan will contribute one hundred percent (100%) of the required PARS contribution via payroll deduction. Participating employees will be responsible for any future increases in the required PARS contribution.

ARTICLE V - SICK LEAVE

SECTION 1. Employees accrue sick leave at a rate of eight (8) hours per month. The maximum carryover of sick leave from November 30 to December 1 of each year is six hundred (600) hours.
City provides a one hundred percent (100%) payoff each December 10th of any accumulated sick leave hours above the maximum carryover.

Employees who, on July 1, 1998, had an accumulated sick leave balance higher than six hundred (600) hours will have a maximum carryover equal to their accumulated sick leave balance on that date. No such maximum carryover can be greater than one thousand fifty-six (1056) hours. Should an employee's personal sick leave accrual limit drop below six hundred (600) hours, their future maximum carryover shall not be allowed to exceed six hundred (600) hours.

Employees, with at least five (5) full years of service with the City, receive payment for one hundred percent (100%) of their accumulated sick leave upon service retirement, disability retirement, or death.

SECTION 2. Annual Medical Examination - Employees are eligible for a fully paid comprehensive medical examination each year.

The City currently utilizes Westchester Medical Group/Center for Heart and Health for the examinations.

The results of the examination include extensive written documentation and feedback, fitness consultation, recommended further testing and/or adjustments to current lifestyle practices and ongoing monitoring.

Up to two (2) days of sick leave may be used each year for physical examinations.

SECTION 3. Sick Leave Usage for Family Care - Affected employees are eligible to utilize a maximum of six (6) available eight (8) hour days of sick leave per calendar year in order that care may be provided to immediate family members suffering from illness or injury. The term "immediate family member" shall exclusively include the children, parents, siblings, the grandparents of the employee, the employee's spouse or significant other. "Immediate family member" shall also include mother-in-law and father-in-law. The City shall require each affected employee utilizing sick leave for said purpose to provide in writing a sworn statement evidencing the facts justifying the use of sick leave in this regard.

SECTION 4. Catastrophic Illness Leave - An employee may transfer sick leave, vacation or compensatory leave to a sick leave bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year or during additional designated times on forms provided by the City of El Segundo. The City has the right to verify all catastrophic illnesses before donation from the sick leave bank.

ARTICLE VI - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Provides confidential assistance, referrals, and counseling to the employee and members of the immediate family. The program is designed to provide professional assistance and support to help employees and their families resolve problems that affect their personal lives or job performance.

ARTICLE VII - VACATION

SECTION 1. Employees shall receive either:

"ORIGINAL ACCRUAL SCHEDULE"
<table>
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<th>Years of Service</th>
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<td>1-7 years</td>
<td>12 days</td>
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<tr>
<td>8-14 years</td>
<td>17 days</td>
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<tr>
<td>15 or more</td>
<td>22 days</td>
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or

"ALTERNATIVE ACCRUAL SCHEDULE"

From commencement of the 1st year of service through and including completion of the 5th year of service - Twelve (12) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 6th year of service through and including completion of the 10th year of service - Fifteen (15) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 11th year of service through and including completion of the 15th year of service - Eighteen (18) vacation days accrual per year, with a day being the equivalent of eight (8) hours;

From commencement of the 16th year of service and for all years of service thereafter - Twenty-two (22) vacation days accrual per year, with a day being the equivalent of eight (8) hours.

An employee desiring to participate in the alternative accrual schedule shall so advise payroll in writing of their election, no later than September 6, 1994. Failure to advise of an election to accrue vacation pursuant to the alternative schedule shall result in the employee continuing to accrue vacation on the original schedule. An election to accrue pursuant to the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

SECTION 2. Employees may use their accrued vacation leave after six (6) months of employment.

SECTION 3. Maximum accumulation of vacation leave allowed is the equivalent of two (2) years service accrual.

SECTION 4. Employees who have completed one year of service may receive cash payment in lieu of accrued vacation leave up to a maximum of 100% the annual accrual to which they are entitled by length of service. Employees may exercise this option twice per calendar year.

ARTICLE VIII - HOLIDAYS

SECTION 1. Employees shall receive the following holidays:

January 1st
The third Monday in January (Martin Luther King Jr. Day)
The third Monday in February (President’s Day)
The last Monday in May (Memorial Day)
July 4th
Holidays will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will have holidays paid in ten (10) hour increments.

In addition to the holidays enumerated above, each employee shall receive one ten (10) hour day per calendar year as a Personal Leave/Floating Holiday. The Personal Leave/Floating Holiday shall be credited to the employee every January. Newly hired bargaining unit members shall also receive this personal leave day which may be used six (6) months after the employee's initial appointment date.

SECTION 2. In the event any of the above holidays fall on a Sunday, it will be observed on the following Monday and City Hall will be closed.

SECTION 3. In the event any of the above holidays fall on a Friday or Saturday (or an employee's otherwise regularly scheduled day off), the employee will earn 10 hours of floating holiday (or the daily number of hours the employee is regularly scheduled to work).

SECTION 4. Floating Holidays will be credited to the employee's leave bank the pay period in which the holiday falls. Floating Holiday hours may not be carried over to the following calendar year. However, Floating Holiday hours credited in either November or December may be carried over to the next calendar year, but must be used by October 31st of the following year.

SECTION 5. Effective October 1, 2012, the Friday after Thanksgiving does not count as a paid holiday. However, if the City subsequently reverts to a 5/40 or 9/80 work schedule, then the Friday after Thanksgiving will become a paid holiday.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

Employees are reimbursed 100% of the cost of tuition and books to a maximum of $1,250 per calendar year for satisfactory completion of work related college courses. Requires prior written approval of department head and City Manager and requires a C average or better grade.

With the approval of the department head and/or City Manager, the City also pays the cost of an employee's professional membership fees and conference, meeting and workshop attendance. Employees who participate in the program must sign the following agreement:

**Educational Reimbursement** - "I certify that I successfully completed the course(s), receiving at least a grade of 'C' or better." (Attach copy of grade verification) Further, I agree to refund the City or have deducted from my final paycheck any educational reimbursement funds received under this program if I should leave the City's employ, voluntarily or through termination, with cause, within one year after completion of the course work for which I am to receive reimbursement, in accordance with the following schedule.

Below is the reimbursement schedule for the full months worked between course completion and resignation dates and the percentage of the total reimbursement to be refunded to the City.

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<td>1</td>
<td>100%</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>100%</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>90%</td>
<td>9</td>
</tr>
</tbody>
</table>
4  80%  
5  70%  
6  60%  

Probationary employees are not eligible to participate in this program.

ARTICLE X - COMPUTER LOAN PROGRAM

Employees are eligible to receive an interest-free loan not to exceed $4,000 for the purpose of purchasing personal computer hardware, software, ergonomically correct furniture and related equipment. Loans shall be repaid through payroll deductions over a three (3) year period. The City shall retain title, as security, to any equipment purchased through the program until the loan is fully paid off. After the fact financing shall be permitted upon the loan applicant receiving prior written approval from the Director of Finance. Outstanding loan balances must be paid off at the time an employee separates from the City. The Human Resources Department shall update Program guidelines periodically as necessitated by changes in technology or organizational requirements.

ARTICLE XI - SALARY

SECTION 1. Salary Adjustments - Effective the pay period beginning November 3, 2012, the base salary for the Environmental Safety Manager classification shall be reduced by one percent (1%). An amended salary schedule reflecting the one percent base salary reduction is attached as Appendix G.

SECTION 2. Accelerated Salary Step Advancement - Employees who have yet to reach the top step of their salary range are eligible to receive an accelerated salary step advancement of up to 5% in a 12 month period upon recommendation and approval by the department head and City Manager. An accelerated salary advancement is intended to recognize an employee’s job performance which consistently and uniquely exceeds normal expectations.

SECTION 3. Direct Deposit – The City shall electronically deposit employees' paychecks directly into a savings or checking account designated by the employee. Employees shall be responsible for providing the Finance Department with the correct transit routing number of their banking institution and the correct number of the account into which their paycheck will be deposited. Exceptions to this policy shall be granted upon an employee’s written request to the Finance Director.

SECTION 4. Use of Personal Vehicle on Official City Business – Employees authorized to use a personal vehicle while on official City business will receive mileage reimbursement at the rate approved by the Internal Revenue Service. Use of a personal vehicle will not be authorized if a City motor pool vehicle is available to the employee. Under appropriate circumstances, Department Heads may approve exceptions to the requirement to utilize available motor pool vehicles.

SECTION 5. Educational Incentive Pay – Eligible employees shall be entitled to receive educational incentive pay as shown below. Eligibility for educational incentive pay is limited to those employees who (a) are working in a job classification that does not require a bachelor’s degree or higher degree to qualify for the classification, and (b) were awarded such degree from an accredited college or university in one of the majors of public administration, business administration, engineering, or other job-related major, which had been approved by the department head, in writing.

Educational Incentive Pay

<table>
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<tr>
<th>Job Classifications Occupying Salary Grades 30S – 39S</th>
<th>$318.04/month</th>
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14
Job Classifications Occupying Salary Grades 40S – 49S: $407.11/month
Job Classifications Occupying Salary Grades 50S – 53S: $449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of educational incentive pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 6. Bilingual Pay – An employee who demonstrates conversational and written fluency in a language approved by their Department Head and who is assigned duties in which such language skills are regularly used, shall be entitled to bilingual pay as shown below.

The City will be responsible for utilizing a standardized, industry accepted test (such as Berlitz, Inc.) to determine an employee’s qualifications for bilingual pay.

Bilingual Pay

Job Classifications Occupying Salary Grades 30S – 39S: $159.02/month
Job Classifications Occupying Salary Grades 40S – 49S: $203.56/month
Job Classifications Occupying Salary Grades 50S – 53S: $224.69/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of bilingual pay for the employee shall be equivalent to two and one-half percent (2.5%) of the base salary E Step of the salary grade.

SECTION 7. Longevity Pay – An employee who has completed twenty (20) years of continuous service with the City of El Segundo shall be entitled to longevity pay as shown below.

Longevity Pay

Job Classifications Occupying Salary Grades 30S – 39S: $318.04/month
Job Classifications Occupying Salary Grades 40S – 49S: $407.11/month
Job Classifications Occupying Salary Grades 50S – 53S: $449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of longevity pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.

SECTION 8. Certification Pay – Employees occupying the job classifications of Wastewater Supervisor and Water Supervisor shall be entitled to certification pay as shown below for obtaining and maintaining a certification above the level required on the City Council approved class specification. Eligible certifications will be determined by the employee’s Department Head.

Certification Pay

Job Classifications Occupying Salary Grades 30S – 39S: $318.04/month
Job Classifications Occupying Salary Grades 40S – 49S: $407.11/month
Job Classifications Occupying Salary Grades 50S – 53S: $449.38/month

If during the term of this Memorandum of Understanding a job classification is assigned a salary grade higher than 53S, the flat dollar monthly amount of certification pay for the employee shall be equivalent to five percent (5%) of the base salary E Step of the salary grade.
ARTICLE XII – UNIFORMS

Employees occupying the following job classifications shall have uniforms and footwear provided and replaced by the City:

- Assistant Fire Marshal
- Crime Prevention Analyst I/II
- Emergency Management Coordinator
- Environmental Safety Manager
- Equipment Maintenance Supervisor
- Facilities Maintenance Supervisor
- Fire Marshal
- Park Maintenance Supervisor
- Police Records Supervisor
- Principal Environmental Specialist
- Senior Building Inspector
- Street Maintenance Supervisor
- Wastewater Supervisor
- Water Supervisor

Department Heads will determine appropriate uniform and footwear for employees occupying Departmental job classifications. Style and cost will be determined solely by the City, with the Association provided the opportunity for information input. The determination of the City shall not be subject to administrative or judicial appeal. Uniform cleaning services shall be provided by the City.

In addition, a Union member occupying the job classifications of Assistant Fire Marshal, Environmental Safety Manager, Principal Environmental Specialist, Fire Marshal, Crime Prevention Analyst I/II, Emergency Management Coordinator, Police Records Supervisor and Senior Building Inspector shall receive a uniform cleaning allowance of $400 per year.

ARTICLE XIII - OVERTIME

SECTION 1.  Fair Labor Standards Act – Overtime Compensation

(a). Pursuant to the Fair Labor Standards Act, employees occupying the classifications and assignments described in Article I, Section I, are entitled to overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of forty (40) hours in a seven (7) day workweek, commencing at midnight (12:00 a.m.) on Saturday to 11:59 p.m. on Friday.

SECTION 2. Definition of hours worked for overtime - Computation purposes

The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

1. Meal breaks;
2. Utilization of paid or non-paid leaves of absence (including but not limited to vacation leave, sick leave, holiday leave, leave without pay, compensatory time off);
3. All travel time to and from the work site when responding to a regularly scheduled shift;
4. All time in off-duty voluntary training assignments (homework, study time, meal time, sleep, etc.).

5. All off-duty travel;

6. All time for personal preparation and clean up;

7. Any other time not deemed hours worked by the FLSA.

SECTION 3. Overtime Authorization

No employee shall be eligible for receipt of overtime compensation unless the working of overtime hours has been specifically authorized in advance by the employee's supervisor.

SECTION 4. Affected employees shall be entitled to accumulate a maximum of eighty (80) hours of compensatory time off. Utilization of compensatory time off shall be subject to approval of the affected employee's department head.

SECTION 5. Affected employees ordered by a supervisor to return to a designated worksite other than during the employee's regularly scheduled hours of work and at a time not contiguous with said regularly scheduled hours of work, shall be provided a minimum of four (4) hours work time credit. Said minimum of four (4) hours shall then be included within the work period described in Section 1 for computation of overtime purposes.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION I. DEFINITION OF TERMS

A. Grievance - A grievance is a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of a memorandum of understanding. A grievance is distinct from an appeal in that it is a violation, misinterpretation or misapplication of a specific written departmental or agency rule and/or policy or a specific provision of a memorandum of understanding.

B. Grievant - A grievant is an employee or group of employees adversely affected by an act or omission of the agency.

C. Day - A day is a calendar day.

D. Immediate Supervisor - The first level supervisor of the grievant.

SECTION 2. TIME LIMITS

A. Compliance and Flexibility - With the written consent of both parties, the time limitation for any step may be extended or shortened.

B. Calculation of Time Limits - Time limits for appeal provided in each level shall begin the day following receipt of a written decision or appeal by the parties.

C. Failure to Meet Timeliness - Failure at any level of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit
lodging an appeal at the next level of the procedure within the time allotted had the decision been given. If the grievance is not processed by the grievant or grievants in accordance with the time limits, the decision last made by the City shall be deemed final.

SECTION 3. PROCEDURE

Grievances will be processed following the procedures set forth below.

A. Level I - Within ten days of the date the employee reasonably knew or should have known of the incident giving rise to the grievance, the employee should make an effort to resolve the grievance informally with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within five (5) days.

B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the grievant shall have ten (10) calendar days to file a formal written grievance after the employee's immediate supervisor is unable to resolve the grievance through the discussion process. Under no circumstances may a grievance be filed more than twenty-five (25) days from the date the employee knew or should have known of the incident giving rise to the grievance.

1. Procedure for Filing a Grievance -

In filing a grievance, the employee should set forth the following information:

a. The specific section of the departmental or agency rules or regulations allegedly violated, misinterpreted or misapplied.

b. The specific act or omission which gave rise to the alleged violation, misinterpretation or misapplication.

c. The date or dates on which the violation, misinterpretation or misapplication occurred.

d. What documents, witnesses or other evidence supports the grievant's position.

e. The remedy requested.

C. Level III - If the grievance is not resolved by the immediate supervisor the grievant may present the grievance in writing to the department head within five (5) days. The department head will respond in writing within ten (10) days.

D. Level IV - If the grievance is not resolved by the department head, the grievant may present the grievance in writing to the City Manager within five (5) working days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have a right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

SECTION 4. MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE

A. The grievance procedure is not intended to be used for the purpose of resolving complaints, requests or changes in wages, hours or working conditions.
B. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.

C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial or reinstatement, of denial of a step or merit increase.

D. The procedure is not intended to be used in cases of reduction in pay, demotion, suspensions or a termination, but is subject to the formal appeal process as outlined in Ordinance 586.

SECTION 5. CONFERENCES

Grievants and City representatives, upon request, shall have the right to a conference at any level of the grievance procedure.

SECTION 6. EMPLOYEE APPEALS FROM DISCIPLINARY ACTIONS

A. Any permanent employee in the Classified Service who has been suspended, for a period of six (6) days or more, demoted, dismissed, or reduced in pay shall have a period of ten (10) days following written notification in which to file an appeal or answer the charges.

B. The employee shall forthwith be given in said written notification a statement of the extent and nature of any disciplinary action and a full explanation of the reasons for the action including specific information as to time and place of incidents.

C. Each disciplinary action shall automatically be given administrative review by the City Manager, immediately after the written notification, and the City Manager may countermand the disciplinary action or modify the discipline imposed prior to any hearing as hereinafter provided.

D. Appeals and requests for hearings shall be filed with the City Manager, and then immediately referred to the Los Angeles County Civil Service Commission or City Council, as the case may be.

E. The Commission shall have the right to refuse to hold a hearing in any case in which the appellant fails to present sufficient grounds to warrant a hearing.

F. Procedures for all hearings to be conducted by the Count shall be in accordance with the Rules of the Los Angeles County Civil Service Commission.

ARTICLE XV - LAYOFF

SECTION 1. Grounds for Layoff - Whenever, in the judgment of the City Council, it becomes necessary to reduce the workforce because of a lack of funds, lack of work or reorganization, an employee may be laid off, reduced in classification or displaced by another employee. Such layoff, reduction or displacement shall result from action of the City Manager or his designee. Such action shall not entitle the laid off, reduced or displaced employee to a right of appeal. The City Manager shall recommend to the City Council each classification to be effected by any such change.
SECTION 2. Notice to Employees - An employee filling a full time position shall be given fourteen (14) calendar days prior notice of lay off. Employees transferred, reduced or displaced shall be given five (5) calendar days notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

SECTION 3. At-Will Employees - The City Manager retains the right to layoff or alter the work assignment of the following employees at any time without notice or right of appeal: emergency employees, temporary or seasonal employees, part-time employees, original probationary employees, promotional probationary employees and employees designated as at-will. The promotional probationary employee shall revert to his/her previously held classification and position without loss of seniority.

SECTION 4. Procedures for Layoff - A permanent employee in a classification effected by a reduction in force shall be laid off based on seniority in City service; that is the employee with the least City service shall be laid off first, followed by the employee with the second least City service, etc. Seniority shall be determined by hire date.

SECTION 5. Breaking Ties - Provided that seniority, hiring date is equal retention points for job performance shall be credited on the basis of the average of the overall evaluation ratings for the last three (3) years in a classification, provided the last rating had been filed at least thirty (30) days prior to the date of the layoff notice. Retention points are as follows:

1. "Unsatisfactory" rating - 0 retention points.
2. "Improvement needed" rating - 6 retention points.
3. "Satisfactory" rating - 12 retention points.
5. "Outstanding" rating - 24 retention points.

SECTION 6. Reduction to a Vacant Position - An employee designated for layoff as a result of abolition of a position or classification may be offered appointment to a vacant position in a lower classification, if the employee is qualified by education and/or experience for such position. If there is more than one qualified employee eligible to be offered such appointment(s), the offer(s) shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest, etc. If the employees have the same seniority, then the procedure for breaking ties set forth above shall apply. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than to the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the effective date of the appointment.

SECTION 7. Displacement Rights - An employee designated for layoff as a result of abolition of a position or classification may displace (bump) an employee in a lower classification, if the employee previously held permanent status in such classification. An employee who is bumped shall be laid off in the same manner as an employee whose position or classification is abolished.

SECTION 8. Salary Placement - An employee who is assigned to a lower classification as a result of a displacement (bump) shall receive the compensation reflected by the step of the salary range of the new classification closest to the compensation of the employee in the previous classification, and the employee will also be assigned a new salary anniversary date on the effective date of the appointment. An employee accepting such appointment shall be placed on the step for the lower classification most closely corresponding, but in no case higher, than the salary step of his/her previously held position, and the employee will be assigned a new salary anniversary date on the
effective date of the appointment. The employee shall, however, retain seniority while his/her name remains on a reemployment list or lists, as set forth in subsection 9.

SECTION 9. Reemployment List - The names of permanent employees who have been laid off under this section (including employees who bumped down) shall be placed, in order of seniority from highest to lowest, on a reemployment list for their classification or any lower classification for which the employee is qualified by education and/or experience. Persons on such lists shall retain eligibility for appointment there from for a period for three years from the date their names were placed on the list. As a vacancy within a classification or a lower related classification becomes available, the name appearing at the top for the list shall be offered the opportunity to fill the vacancy. The name of an individual selected from the list to fill the vacancy who refuses the reemployment offer shall be permanently removed from the re-employment list without right of appeal. Laid-off employees do not earn seniority credit or benefits while on the re-employment list.

SECTION 10. Rights upon Reemployment - If a person is reemployed by the City within three years, the employee's accumulated sick leave allowance, seniority and vacation accrual shall be reinstated. Employees should be placed on the same salary step previously held upon reemployment.

ARTICLE XVI - MISCELLANEOUS

SECTION 1. Credit Union - Employees are eligible to join the regional Centinela South Bay Credit Union.

SECTION 2. Temporary Assignment to Higher Classification - Where an employee is qualified for and is required for an appreciable period of time to serve temporarily in and have the responsibility for work in a higher class or position, when approved by the City Manager, such employee, while so assigned, shall receive the entrance salary rate of that class or whatever step thereof that is not less than five percent above his or her present rate, whichever is higher. For the purpose of this section, "appreciable period of time" is defined as ten consecutive working days (eight working days if on four/ten plan) or longer.

SECTION 3. Rest Periods - All bargaining unit employees shall be provided a fifteen (15) minute rest-break near the mid-point of every four hours of scheduled work. In order to ensure that such affected employees are prepared to reconvene performance of their duties precisely at the conclusion of the fifteen (15) minute rest-break, such employees are encouraged to take their break within the building where they are regularly assigned or on the grounds immediately adjacent to the work assignment.

As regards lunch breaks, all affected employees are scheduled for either a thirty (30) or sixty (60) minute lunch break depending upon the work assignment. Said scheduling shall be in accord with pre-existing City practices and procedures.

Failure by an employee to utilize a rest or lunch break shall not result in any accumulation or other "banking" of said unused time, nor shall failure to utilize said rest or lunch break time result in conclusion of the employees regularly scheduled work shift at a time earlier than scheduled nor shall any unused break time be utilized to extend a lunch break. However, in any instance where management mandates that a rest or lunch break not be taken because of the need to provide services to the City, then said additional work time shall be compensated in accord with this MOU, City Rules and Regulations and applicable statutory requirements. Additionally, in said circumstances, management does have the discretion to allow for early termination of an employee's regularly scheduled work hours in amounts of time equivalent to the missed breaks.
SECTION 4. Request for Reclassification Review

A. Basis for request - A bargaining unit employee or Union may make a request for reclassification once every two years, if an employee's job duties and responsibilities have become significantly different over the two-year period.

B. Processing of request - The request for reclassification review must be submitted by the employee or the Union to the employee's immediate supervisor. The employee's supervisor shall submit a written recommendation to the employee's Department Head concerning the merits of the reclassification review request. If the Department Head determines that the employee's job duties and responsibilities have significantly changed, the Director of Human Resources will initiate the reclassification review process.

Human Resources Department staff will have the responsibility to conduct the reclassification review process. However, if the Union and the City mutually agree, a consultant may be utilized at any step of the reclassification review process. The cost of the agreed upon Consultant will be paid by the City.

C. Components of reclassification review -

1. The employee requesting the reclassification review will provide information summarizing the scope and complexity of the duties and responsibilities of the position.

2. The employee requesting the reclassification review will be interviewed and observed at work to assess the validity of the information provided by the employee and to develop a full understanding of the job duties and responsibilities.

3. A salary survey will be performed comparing the employee's position with similar positions in the Cities of Culver City, Gardena, Hawthorne, Hermosa Beach, Inglewood, Los Angeles, Manhattan Beach, Redondo Beach, Santa Monica, Torrance, and the County of Los Angeles. For purposes of the salary survey, the mid-point of the City's current pay schedule will be compared to the midpoints of the surveyed public entities for positions with similar education and/or experience requirements. Variances of +/- 5% will be considered comparable to the prevailing rate.

D. Action by the Director of Human Resources - The completed reclassification survey and a draft job description shall be reviewed by the employee's supervisor and the Director of Human Resources. The Director shall then meet and confer with the Union on the results of the reclassification review. The Director shall then make his or her recommendation to the City Manager. The Director shall recommend to the City Manager the approval of any reclassification request that reflects a substantial change in the duties and responsibilities of the position.

E. Action by the City Council - All reclassifications must be approved by the City Council.

F. Effective date of reclassification - Any approved reclassification shall become effective the pay period following approval.

G. Challenge to decision on reclassification request - The Union may challenge the denial of the reclassification request by the Director of Human Resources, the City Manager or the City Council. Any challenge to the denial of the reclassification request will be governed by this section and not by Article XVI, Grievance Procedure. If a challenge is made, a new classification review will be completed by a neutral entity selected by mutual agreement of the Union and the City. The parties agree to accept the conclusions reached by the neutral entity. The cost of the consultant's
services will be shared equally by the Union and the City.

SECTION 5. Seniority - For the purpose of this Memorandum of Understanding, seniority shall be defined as a bargaining unit member's total, continuous employment in a position in the City's classified service. Total, continuous employment is that which is uninterrupted by separation and includes 1) actual time worked, 2) authorized leave of absence, both paid and unpaid, 3) family leave, 4) military leave and 5) industrial injury or illness leave. For purposes of this section, a leave of absence without pay is limited to a maximum of 90 continuous days.

SECTION 6. Standby Duty - Standby Duty is the time that employees, who have been released from duty, are specifically required by their supervisor to be available for return to duty when required by the City. During Standby Duty, employees are not required to remain at their City work station or any other specified location. Standby Duty employees are free to engage in personal business or activities. However, standby duty requires that employees:

1. Be ready to respond immediately.
2. Be reachable by paging device or telephone. The City may, in its discretion, provide a paging device (e.g., a beeper) to an assigned Standby Duty employee.
3. Be able to report to work within one (1) hour of notification.
4. Refrain from activities which might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
5. Respond to any call back during the assigned standby period. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during the standby assignment. The employee is liable for loss or damage to the paging device which is caused by the employee's negligence or intentional acts.

Failure of an employee to comply with the provisions of standby duty may subject the employee to discipline, up to and including termination of employment with the City.

For each period of standby duty, employees shall be provided the choice of two (2) hours of compensatory time off or two (2) hours of paid time. A period of standby duty shall be defined as one (1) day, commencing at 0001 and ending at 2400.

An employee who uses sick leave or vacation leave during a standby period, occurring on or after September 9, 2000, shall not be provided any form of compensation for the standby period, unless the employee's department head approves, in writing, the provision of the normal standby period compensation.

SECTION 7. Jury Duty - Employees shall be entitled to a leave of absence for jury duty subject to compliance with all of the following conditions:

A. The employee must provide written notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the beginning of the jury duty.
B. During the first two weeks of jury duty, an employee shall be entitled to receive his or her regular compensation.

C. For any portion of jury duty that extends beyond the first two weeks, such extended jury duty period shall be without regular pay.

D. Any compensation for the first two weeks of jury duty, except travel reimbursement pay, must be deposited with the Director of Human Resources.

E. While on jury duty, the employee must report to work during any portion of a day that the employee is relieved of jury duty for three or more consecutive hours. Employees relieved of jury duty for three or more consecutive hours may use accrued leave to take the rest of the day off, provided they have secured prior supervisory approval.

F. The employee must provide documentation of his or her daily attendance on jury duty.

G. However, notwithstanding Section C above, employees may access accrued vacation leave, sick leave and compensatory time, if jury duty extends beyond two weeks.

SECTION 8. Cell Phone Stipend - Employees in classifications which are currently issued a cell phone may elect not to be issued cell phones and instead receive an eighty dollar ($80) monthly stipend to offset the cost of utilizing their personal devices for work related purposes. Non-exempt employees shall not use their personal cell phones to perform any work on behalf of the City outside of normal working hours without prior supervisory approval. Employees who elect this option shall make their personal cell phones and cell phone records available for inspection by the City on the same terms and conditions as employees who are issued City cell phones.

ARTICLE XVII - DRUG-FREE WORKPLACE- STATEMENT
AND SUBSTANCE ABUSE POLICY,
SMOKING POLICY AND BREAK POLICY

The parties have met and conferred in good faith regarding the adoption of a revised drug-free workplace statement and substance abuse policy dated July 1, 2008, as well as a non-smoking policy and break policy and the same shall be implemented concurrent with adoption of this MOU.

ARTICLE XVIII- PERSONNEL FILE

SECTION 1. The official personnel file of each employee shall be maintained in the Human Resources Department. A unit member and/or a Union representative authorized by the member, in writing, may review or obtain copies of material from the employee's file with the exception of material that includes ratings, reports or records which are obtained prior to the employment of the employee involved.

SECTION 2. Employees shall be provided any copies of derogatory material placed in their official file. Employees will be requested to acknowledge they received any derogatory material prior to it being placed in their personnel file.

SECTION 3. All customer or citizen letters of a positive nature and/or any City commendations, letters of achievements and recognition will be placed in the employee's personnel file.
ARTICLE XIX - AGENCY SHOP AGREEMENT

Legislative Authority – The City of El Segundo (City) and California Teamsters Local 911 (Union) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held January 2004, a majority of the full time, regular employees in classifications represented by the Union voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

1. Elect to join the Union and pay union dues; or
2. Pay an agency fee for representation; or
3. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

Union Dues/Agency Fee Collection

Effective January 2004, the Finance Department shall deduct union dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Finance Department. Employees on leave without pay or employees who earn a salary less than the union deduction shall not have union dues or agency fee deduction for that pay period.

The Union shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Union’s certified financial report. The Union shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer’s paycheck.

The Union shall set the dues amount pursuant to the International Brotherhood of Teamsters (IBT) constitution and notify in advance all affected employees and the City if the amount will change.

New Hire Notification

Effective January 2004, all new hires in this general bargaining unit shall be informed by Human Resources, at the time of hire, that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Union that outlines the employee’s choices under the Agency Shop agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Finance Department. The Union may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Union.

Failure to Pay Dues/Fees

Should an employee fail to make an election and provide the City a signed copy of the Agency Shop employee election form, the Union shall notify the City, requesting the employee be terminated from employment for failure to make an election. Within ten (10) working days of each new hire in the bargaining unit, the City shall notify the Union of all new hires, providing the Union the employee’s name, classification and date of hire.
Religious Exemption

An employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required, as a condition of employment, to join the union and pay union dues or pay an agency fee for representation.

An employee claiming religious exemption status shall be required to provide to the Union proof of affiliation with such a religious body or sect.

In lieu of union dues or agency fee, the employee claiming religious exemption shall be required to pay a fee equal to the Agency Fee, to a non-labor, non-religious charitable organization.

Records

On an annual basis, the Union shall provide the Human Resources Director with a copy of the Union’s certified financial report. The City shall provide the Union a list of all unit members and dues paying status with each union dues check remitted to the Union.

Rescission of Agreement

The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

Indemnification

The Union shall provide full protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

ARTICLE XX - CATASTROPHIC LEAVE BANK

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that effective July 1, 1997, or as soon thereafter as is possible, the City shall establish a Catastrophic Leave Bank for represented employees as follows:

1. PURPOSE

To establish a program whereby City employees may donate accumulated time to a catastrophic sick leave bank to be used by permanent, part-time and full-time employees who are incapacitated due to a catastrophic illness or injury.

2. DEFINITION

A catastrophic illness or injury is a chronic or long term health condition that is incurable or so serious that, if not treated, it would likely result in a long period of incapacity.
3. **PROCEDURES**

A. There is established a joint-employer/employee committee composed of an individual from each recognized employee organization and a representative of City Administration charged with administering the Catastrophic Leave Bank.

B. Employees may transfer sick leave, vacation or compensatory leave to the Catastrophic Leave Bank to be donated to an employee who is experiencing catastrophic illness and has exhausted all personal sick leave. Such a transfer can be made on July 1 of each year on forms provided by the City of El Segundo. The employee to receive the donation will sign the "Request to Receive Donation" form allowing publication and distribution of information regarding his/her situation.

C. Sick leave, vacation and compensatory time leave donations will be made in increments of no less than one day. These will be hour for hour donations.

D. Employees must hold a minimum of one hundred (100) hours of accumulated illness/injury leave after a donation has been made.

E. The donation of time is irrevocable. Should the recipient employee not use all of the donated time for the catastrophic illness or injury, any balance will remain in the Catastrophic Leave Bank to be administered by the committee and utilized for the next catastrophic leave situation.
For the Union:

Gregorio Daniel,
Business Representative

James Carver, Chief Steward

October 11, 2012

Date

For the City of El Segundo:

Greg Carpenter, City Manager

Deborah Cullen, Director of Finance/Human Resources

Martha A. Dijkstra, Human Resources Manager

10/11/12

Date

Note:

Bargaining Team Members for SPEA were:

Gregorio Daniel, Business Representative
James Carver, Chief Steward
Gary Ganibi, Sr. Administrative Analyst
Stella Georgious, Senior Accountant
Emma Johnson, Police Records Supvr
Steve Tsumura, Environmental Safety Mgr

Bargaining Team Members for the City were:

J. Scott Tiedemann, Attorney
Deborah Cullen, Director of Finance/ Human Resources
Martha Dijkstra, Human Resources Manager
APPENDIX A
BARGAINING UNIT CLASSIFICATIONS

Administrative Analyst
Assistant Fire Marshal
Associate Engineer
Construction Coordinator (At-Will Position)
Crime Prevention Analyst II
Crime Prevention Analyst I
Economic Development Analyst (At-Will Position)
Emergency Management Coordinator
Environmental Safety Manager
Equipment Maintenance Supervisor
Facilities Maintenance Supervisor
Fire Marshal
GIS Analyst
Information Systems Specialist
Librarian I
Park Maintenance Supervisor
Plan Check Engineer
Police Records Supervisor
Principal Environmental Specialist
Principal Planner
Program Coordinator
Project Specialist
Property Owner Coordinator (At-Will Position)
Purchasing Agent
Recreation Supervisor
Senior Accountant
Senior Administrative Analyst
Senior Building Inspector
Senior Plan Check Engineer
Street Maintenance Supervisor
Technical Services Analyst
Wastewater Supervisor
Water Supervisor
Wellness Coordinator
APPENDIX B

HUMAN RESOURCES

DIRECTIVE TITLE: City Smoking Policy

Directive Policy/Procedure:

It is a policy of the City of El Segundo to prohibit smoking in City buildings, by the public and City employees, in all areas where it is felt that smoking will significantly infringe upon the rights of others, affecting both their health, safety and their ability to be productive.

This policy recognizes the health hazards of breathing "second hand" smoke, as reported by many reputable researchers, including the Surgeon General of the United States.

In accordance with Chapter 6.24 (Ordinance No. 1140) of the El Segundo Municipal Code, the following shall be strictly adhered to:

- Smoking shall be prohibited in all areas of City buildings, including the City Council Chamber, reception areas, lobbies, conference and meeting rooms, restrooms, lounges and lunchrooms, locker rooms and computer rooms.
- Smoking shall also be prohibited in any City-owned or City-operated vehicle.

All entrances to City buildings and all areas of City buildings which are regularly occupied by the public, shall be marked with signs reading: "Thank You for Not Smoking", "No Smoking", or the international sign for No Smoking. City vehicles will be similarly marked.

There shall be no ashtrays in City buildings.

Ashtrays located outside of City buildings shall be placed sufficiently away from entrances so that second hand smoke does not enter the building.

Enforcement of the provisions of this policy will be the responsibility of the Director of Human Resources/Risk Management, supported by City Department Heads or their designate.

Violations of the policy by City employees will result in appropriate progressive discipline.

BH/ss
smoking.pol
APPENDIX C

City of El Segundo Substance Abuse Policy
July 1, 2008

PURPOSE

It is the Policy of the City of El Segundo (hereinafter “City”) to maintain a safe, healthful and productive work environment for all employees. The City is committed to maintaining a workplace free from the influence of alcohol and drugs. The City recognizes that drugs and alcohol hinder an employee’s ability to perform his or her duties safely and effectively, and desires to protect its employees and the public from such effects. Employees who abuse alcohol and drugs, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism. To these ends, the City will not tolerate any drug or alcohol use which could affect an employee’s ability to safely and effectively perform the functions of his or her particular job, or imperil the health and wellbeing of co-workers or the people of the City. (The term “employee” as used herein shall be considered synonymous with the term “volunteer”.)

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily or via “optional referral” (page 4), the City will be equally firm in identifying and disciplining those whose performance is affected by substance abuse and do not seek help.

Supervisors and Management employees will be trained to recognize signs and symptoms of drug abusers and to become involved in this review process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of a drug-free workplace.

This Policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the City Supervisors, Management and employees.

In recognition of the public service responsibilities entrusted to ALL employees of the City, with knowledge that drugs and alcohol do hinder a person’s abilities to perform job duties safely and effectively, the following Policy against drug and alcohol abuse is hereby adopted by the City of El Segundo.
APPLICATION

This Policy, and/or certain provisions thereof, applies to all employees and
certain applicants of the City. This Policy applies to alcohol and to all substances, drugs
or medications, legal or illegal, which could impair an employee's ability to effectively
and safely perform the functions of the job.

The Drug-Free Workplace Act of 1988, effective March 18, 1989, requires most
Federal contractors and all grant recipients (including the City of El Segundo) to
implement a comprehensive Substance Abuse Policy. This Policy will comply with the
requirements of the Act.

OBJECTIVE

It is the objective of this Policy to prevent the effects of substance abuse in the
workplace. It is the policy of the City that employees shall not be under the influence as
evidenced by the presence of a drug’s metabolite in the employee's system or in
possession of alcohol or drugs; nor possess, use, sell or provide alcohol or drugs while
on City property, at work locations, while on duty or while specifically designated by a
supervisor as being on call; nor have their ability to work impaired as a result of the use
of alcohol or drugs. An employee shall be deemed to be “using” such substances if
prohibited substance levels are in the employee’s blood, breath, saliva or urine when at
the workplace, or when otherwise purporting to act in the course and scope of
employment or while designated as being on call.

Use of medically prescribed medications and drugs is not necessarily a violation
of this Policy, unless there is a failure by the employee to notify his/her Supervisor or
Manager, before beginning work, when taking medications or drugs the employee
knows or reasonably should know could interfere with the safe and effective
performance of duties or operation of City equipment. Such malfeasance can result in
discipline, up to and including termination. In the event there is a question regarding an
employee’s ability to safely and effectively perform assigned duties while using such
medications or drugs, clearance from a qualified physician may be required.

Upon a documented determination of reasonable suspicion that an employee is
violating this Policy or the Drugfree Workplace Statement, and consistent with
applicable State and Federal law as it from time to time exits; the City reserves the right
to search, without employee consent, all areas and property which the City owns or
leases. Otherwise, the City may notify the appropriate law enforcement agency that an
employee may have illegal drugs in his or her possession or in an area not owned or
leased by the City.

Refusal to submit immediately to an alcohol and/or drug test when directed by
City Management or law enforcement personnel may constitute insubordination and
may be grounds for discipline, up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs
shall be prevented from engaging in further work and shall be detained for a reasonable
time until he or she can be safely transported from the worksite.

CONDITION OF EMPLOYMENT

Compliance with the City of El Segundo Substance Abuse Policy is a condition of
employment for all persons covered by this policy. Any violation of this Policy will be
grounds for discipline, up to and including termination.

DEFINITIONS

Whenever the terms below are used in this Policy, they shall be defined as
follows:

All Employees: “All Employees” for the purposes of this Policy, refers to all full-
time and part-time employees, volunteers, police cadets, police explorers or police
reserves.

City Management: The term “City Management” for the purposes of this Policy
refers to the City Manager and his/her designee(s).

Management: The term “Management” for purposes of this Policy, refers to
Senior Management, Management and any employee who serves in a supervisory
capacity.

Controlled Substance: Any drugs that are classified by the Drug Enforcement
Administration (DEA) into the five schedules or classes on the basis of their potential for
abuse, accepted use, and accepted safety under medical supervision. A drug in any of
these schedules identifies that it is “controlled” and determines the nature of the
supervisory control that must be exercised.

Drug: The term “drug” shall refer to any substance, including alcohol, which, in
the opinion of a competent medical professional, causes or may cause significant
impairment of job performance, or which causes or may cause behavior that is a threat
to the safety of the affected employee or others on the job, whether or not controlled by law or prescribed by a licensed medical practitioner.

**Employee Assistance Program (EAP):** The City's EAP is a program which provides counseling and assistance to City employees and their family members.

**Medical Review Officer ("MRO"):** The City will designate a physician knowledgeable in the medical use of drugs as defined herein, prescription drugs and the pharmacology and toxicology of illegal drugs to act as the MRO. The primary responsibility of the MRO is to review and interpret positive test results obtained through the City's drug testing program, and, in so doing, to discuss the results with the employee and to determine whether alternate medical explanations could account for a positive test result.

**Optional Referral:** "Optional referral" is a process whereby in lieu of and/or in conjunction with discipline, any employee of the City may be offered referral by his or her Supervisor or Manager to an Employee Assistance Program ("EAP").

**Positive Alcohol Test:** Any urine, blood or breath test that shows the presence of alcohol as specified in this Policy, without explanation sufficient pursuant to this Policy, to render said test excusable.

**Positive Drug Test:** Any saliva, hair, urine, or blood that is sent to a lab which reports the presence of controlled substances, as specified in this Policy, without explanation sufficient pursuant to this Policy, to render said test excusable.

**Reasonable Suspicion:** "Reasonable suspicion" or "reasonable cause" is a belief based upon facts gathered from the totality of the circumstances that would cause a reasonable supervisor to suspect impaired performance or reduced job safety by an employee on the job. Reasonable suspicion is not to be based upon unconfirmed rumors, but shall be based upon individual observation by Supervisors or Managers trained by the City to recognize the signs and symptoms of substance abuse. The Supervisor or Manager is required to take into account other possible explanations for observed behavior, such as illness, lack of sleep, fatigue, and reactions to noxious fumes or smoke. The factors supporting the reasonable suspicion shall be documented and recorded in a manner provided and approved by City Management. See attached **Reasonable Suspicion Testing Checklist.**

A non-inclusive description of behavior that may constitute evidence of reasonable suspicion is as follows:

Students with speech;
Physical altercation;
Verbal altercation;
Possession of alcohol or drugs;
Information obtained from a reliable person with personal knowledge as to an
employee’s drug or alcohol use or possession;
Disorientation or job impairment (inability to perform employee’s job in a routine
manner);
Odor of alcohol on breath;
Unsteady gait or balance;
Glassy eyes;
Drowsiness;
Euphoria;
Mood swings
Inattentiveness;
Excitement or confusion;
Irritability;
Aggressiveness.

Rehabilitation Program: A “rehabilitation program” is a program, beyond that
provided by the EAP, which is designed to assist an employee to become alcohol or
drug free. The City can condition such an employee’s continuing City employment
upon an agreement that the employee shall be drug and alcohol free during the entire
period of employment. The cost of any rehabilitation program is borne by the employee,
in conjunction with benefits afforded by any provider of available health and welfare
benefits of which the employee is a subscriber.

Safety Sensitive Employee: A “safety sensitive employee” is an employee
occupying, or applying for, any position in which the employee’s job involves special
and obvious physical and ethical demands. These positions shall be designated by the
City at its sole discretion, but shall include at least the following positions and/or
assignments: 1) Any employee whose position requires the carrying of a firearm; 2)
Firefighters; 3) Paramedics; 4) Heavy equipment/machine operators; 5) Police Officers;
6) Operators of vehicles; 7) Communications Operators; 8) Lifeguards; and 9) all
personnel involved with Child Development/Child Care.
Security Sensitive Employee: A “security sensitive employee” is an employee occupying, or applying for, any position in which the employee is subject to special ethical demands relating to “confidential” or “classified” information affecting personnel, litigation, and administrative/City functions. These positions shall be designated by the City at its sole discretion, but shall include at least the following positions: 1) all clerical and secretarial employees in the City Manager’s Office, City Clerk’s office, Human Resources office, and Police Department, 2) all Senior Management and Management Personnel. Some employees may be subject to DOT testing and, in addition to the City’s policy, will be tested under those regulations.

Substance Abuse: “Substance abuse” shall include the use, by ingestion, inhalation, injection, or by any other means, drugs as defined herein, alcohol, illegal drugs, prescription drugs, or any other substance which, in the opinion of a competent medical professional, impairs an employee’s ability to perform safely and effectively the functions of his or her position, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or which could damage the City’s reputation.

UNDER THE INFLUENCE

“Under the influence” for the purposes of this policy, refers to the presence of the metabolite of the controlled substance in the urine product at levels at or above those described in this Policy.

GENERAL PROVISIONS (EMPLOYEE RESPONSIBILITIES)

Since it is the City’s Policy to have a workplace free of the effects of drugs and alcohol, the following are prohibited when reporting to work, on breaks, during meal periods, when specifically designated as being on call, or when on City property:

A. For an employee to be impaired or be under the influence of any drug or drugs (including alcohol), while at the worksite or at any other time or place where the employee is purporting to act in the course and scope of his/her employment, whether inhaled, ingested, injected, or otherwise used by the employee on or off duty;

B. For an employee to inhale, ingest, inject or otherwise use any alcohol or drugs as defined herein. An employee shall be deemed to be “using” such substances if prohibited substance levels are in the
employee's system when at the workplace, or when otherwise purporting to act in the course and scope of employment, or while designated as being on call;

C. For an employee to sell, give, or provide any drugs (including alcohol) or drug paraphernalia to any person, including any other employee, either directly or indirectly through a third party;

D. For an employee while at the workplace or otherwise purporting to act in the course and scope of employment, to manufacture, transfer, possess, or purchase any drug or drugs (including alcohol);

E. For an employee to refuse to submit immediately to an alcohol and drug test when requested by a Manager or Supervisor responsible for enforcement of this Policy;

F. For an employee, before beginning work, to fail to notify his/her Supervisor or Manager when taking any over-the-counter medications or prescribed drugs which the employee knows or reasonably should know, may alter the employee's physical or mental ability, or the employee's knows or reasonably should know may interfere with the safe and effective performance of the employee's duties;

G. For an employee to fail to provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name and be within the time limits designated by the prescribing physician; and

H. For a "safety sensitive" employee, as defined herein, to fail to notify the City of any arrest or conviction pursuant to a criminal drug statute (including alcohol) within five days of the arrest or conviction.

SUPERVISORY TRAINING AND POLICY ENFORCEMENT

Supervisors and Management employees will be actively involved in the enforcement of this Policy and in the detection of substance abusers. To that end, they will be trained to recognize substance abuse and to comply with the mandates of this Policy. Supervisors and Management employees shall notify all affected employees of this Policy, and shall be held responsible for consistent adherence to and enforcement of this Policy.
DRUG TESTING

Drug Testing Defined: Drug and/or alcohol tests shall test for substances which could affect an employee's ability to effectively and safely perform the functions of his/her job. Drug groups which are the focus of screening include, but are not limited to, the following:

- Amphetamines/methamphetamines;
- Barbiturates;
- Benzodiazepines (Valium);
- Cocaine;
- Methadone;
- Methaqualone (quaaludes);
- Opiates (morphine, codeine, heroin);
- Phencyclidine (PCP);
- Propoxyphene (Darvon);
- Marijuana;
- Alcohol;
- Steroids (Anabolic) and Chorionic Gonadotropin, per H&S Code § 11056(f).

Upon implementation of this Policy, employees and certain applicants for employment will be required to submit to the following drug tests as applicable:

Reasonable Suspicion Testing

A. Supervisors and Management employees may order that an employee submit to a drug and/or alcohol test when they have a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job, or while specifically designated by a supervisor as being on call. Reasonable effort shall be made to have the testing order given by a supervisor or manager within the subject employee’s department. For example, if a Police Department supervisor observes behavior indicative of reasonable suspicion to test a Public Works employee, reasonable steps given the precise circumstances, shall be undertaken to brief the appropriate Public Works supervisor. However, if the Public Works supervisor in this example is unable to later observe the factors constituting reasonable suspicion, the observations of the non-department supervisor shall suffice to allow either the department or non-department supervisor to order a test.
“Reasonable Suspicion” is a belief, based on objective facts, sufficient to lead a reasonably trained and prudent Supervisor or Management employee to suspect that an employee is under the influence of drugs or alcohol such that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced. See attached Reasonable Suspicion Testing Checklist.

B. Any Supervisor or Management employee ordering an employee to submit to a drug and/or alcohol test must first document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Said documentation must be submitted to the Human Resources Director or his/her designee prior to any test being administered.

C. When a Supervisor or other Management employee has reasonable suspicion to believe that an employee is impaired by drugs or alcohol, the employee will be removed to a suitable location, which will ensure his or her privacy, will be interviewed and informed of the basis of the reasonable suspicion. Said interview shall be procedurally governed by any statues, ordinances, rules or regulations effecting such an employee interview. Where reasonably possible, said suspicion shall also be confirmed by a second supervisor or manager. Any statements made during the interview may be recorded, and may be used in any subsequent proceedings involving the employee. If the Supervisor or other Management employee still has a reasonable suspicion that the employee is still not drug free, the employee will be reminded of the City’s Policy and ordered to submit to urine testing in accordance with the procedures established by this Policy (subject to concurrence in said order by the Human Resources Director and/or his designee). (It is recognized that drug screening by use of a “hair follicle” test has gained widespread support in the legal profession as constituting an accurate screening method. Accordingly, the City may, at its sole discretion, utilize said method. However, and in view of the relatively high cost of performing said test, the City is not compelled to use such a screening process.) If the employee agrees to comply with the order, he or she will be transported to a designated collection site. NO TEST SHALL BE ADMINISTERED, UNLESS THE HUMAN RESOURCES DIRECTOR OR HIS/HER DESIGNEE CONCURS IN WRITING IN THE DETERMINATION THAT REASONABLE SUSPICION EXISTS TO JUSTIFY A TEST AND THAT THE TEST SHALL BE GIVEN PURSUANT TO THIS POLICY.

Any Supervisor or Management employee encountering an employee who refuses an order to submit to a drug and/or alcohol test shall remind the employee of the
requirements and disciplinary consequences of breaching this Policy. Where there is reasonable suspicion that the employee may be under the influence of alcohol or drugs, the Supervisor or Management employee should attempt to detain the employee other than by use of force, for a reasonable time until the employee can be safely transported home.

D. Supervisors and Management employees shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.

E. Managers and Supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department head shall notify the appropriate law enforcement agency.

PRE-EMPLOYMENT TESTING

Certain Job Applicants – After a conditional job offer has been extended, the City has a special need to require a drug and alcohol test in accordance with the procedures established by this Policy for certain applicants being considered for hire to certain job classifications. These classifications include but are not limited to jobs that have a special (uncommon or unique) and obvious (conspicuous or usually discernible) physical or ethical demand, which, if comprised, could have adverse consequences upon public safety or national security, or jobs that can directly influence children. Said classification shall include those defined on page 5 as safety sensitive positions, those listed in Exhibit A, and additional positions, which may from time to time be created that fit into the general description defined herein. These applicants must take and pass a drug and alcohol test following their acceptance of an offer of employment that is conditioned upon passing a pre-employment physical and drug/alcohol test.

Confirmed Positive Results:

The Human Resources Director or his/her designee will maintain the security of reported confirmed positive test results. Confirmed positive results may be used by the City in any disciplinary action against the employee involved.
Consequences of Refusing to Take any Test Required by This Policy:
Failure of any employee to submit immediately to a substance test ordered in accordance with this Policy (or other test approved herein) will be considered a serious offense of insubordination and may result in discipline, up to and including termination.

Continuing Legal Validity of Testing Procedures:
In the event that future developments make it apparent that any approved drug testing procedures are unlawful, the City will cease to implement those procedures as are found to be unlawful.

EMPLOYEE ASSISTANCE PROGRAM
Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for economic return to the City, and for reduced personal, family and social disruption. The City encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the City has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all City employees.

The Human Resources Department shall make information regarding such services available to all City employees.

Employees with alcohol or drug abuse problems should request the confidential assistance of the EAP. Employees may seek help without approval or even the knowledge of their Supervisor or Manager. The EAP will provide assistance on a confidential basis and will refer the employee to appropriate counseling or treatment services. Requesting assistance of the EAP in dealing with an alcohol or drug abuse problem shall not, in and of itself, jeopardize the employee's continuing employment status with the City. However, requesting assistance of the EAP, whether it be voluntary or otherwise, does not immunize an employee from being subject to disciplinary action. In most instances, such requests will minimize exposure to disciplinary action.

Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.
Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis as follows:

A. Prior to discovery of any violation of this Policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider, if direct referral is available, or through his or her supervisor;

B. To correctly and completely identify the nature of a substance abuse problem, an employee may be required by his or her Manager or Supervisor or the EAP provider to submit to a drug test prior to beginning counseling or treatment. The results of the test conducted by the EAP will not be reported to the Human Resources Director or the MRO. However, the EAP provider shall be authorized to advise the Human Resources Director, MRO, or the employee’s supervisor if in the sole-opinion of the EAP provider, the employee is unfit to perform the duties of his/her position and attempts to perform said duties may result in serious safety risk to the City or to the public. The employer shall then be able to commence an investigation of the allegation;

C. If the EAP provider determines it is appropriate, the employee may be referred to a rehabilitation program. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program;

D. Regardless of participation in the EAP program or a rehabilitation program, any employee found to be performing purportedly in the course and scope of employment while impaired by a drug or alcohol, or so impaired while specifically designated as being on call and as prohibited by this Policy, shall be subject to discipline, up to and including termination. Employees are, therefore, encouraged to request to be relieved from duty and be placed on a leave of absence during his or her participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. The City will allow the employee to take one leave of thirty (30) calendar days or less and to charge accumulated sick leave or other leave credits while the employee participates in the EAP, rehabilitation or treatment program. If no leave credits are available to the employee, he or she may, if deemed necessary by Management, be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program;
E. If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate but possibly related issue. In no case will a request for assistance provide amnesty to an employee in a contemplated or pending disciplinary action. A request for assistance may, at the discretion of City Management, defer related pending or contemplated disciplinary action until completion of the treatment process;

F. An employee will suffer no loss of seniority by virtue of his or her participation in the EAP or rehabilitation program.

**Optional Referral to Employee Assistance Program (EAP):**

The City recognizes that assistance through the EAP, or rehabilitation, rather than disciplinary action, or possibly in conjunction with some forms of discipline, may be appropriate in certain circumstances. Referral to the EAP, rather than discipline, or along with lesser forms of discipline other than termination, may be made as follows:

A. Upon a first offense of a violation of this Policy, an employee will generally be given the option of referral to the EAP for completion of a prescribed rehabilitation program, rather than being terminated. The employee may be relieved of safety sensitive and/or security sensitive functions until completion of the rehabilitation program to the satisfaction of the rehabilitation counsel, return of a negative drug test, and signing of a Re-entry Agreement as discussed further below;

B. An employee subject to optional referral must agree to undertake and to complete successfully a course of treatment as deemed appropriate by the EAP and/or rehabilitation program counselor. Any employee refusing to agree to comply with an optional referral is subject to discipline, up to and including termination.

C. If an employee fails to conform to the requirements of the rehabilitation program and/or fails to successfully complete the program and/or fails to remain drug free, the employee may be terminated. As part of the terms of the optional referral, the employee agrees that the EAP provider and/or rehabilitation counselor will report to the employee's Supervisor or Manager any failure on the part of the employee to cooperate in the rehabilitation program, or to progress through the program to the satisfaction of the counselor;

D. The City will allow the employee to take one leave of thirty (30) days or less and to charge accumulated sick leave or other leave credits while the employee
participates in the EAP, rehabilitation or treatment program. If no leave credits are available to the employee, he or she may, if deemed necessary by Management, be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program;

E. An employee will not generally be offered referral to the EAP or rehabilitation in lieu of discipline for a second violation of this Policy;

F. An employee will suffer no loss of seniority by virtue of his or her participation in the EAP or rehabilitation program;

G. An employee who desires to return to work after an optional referral must agree to the terms of a Re-entry Agreement, the terms of which shall be established by the City in its sole discretion. That Agreement may include, but is not limited to, the following:

Release to Work: Submission of a Release to Work Statement, which is satisfactory to the City, from a medical or treatment specialist. Review and work release by the Medical Review Officer.

Follow-up Care: Submission of an after care and follow-up treatment plan with a counselor or specialist which would last a minimum of six (6) months, or longer, as specified by the counselor or specialist.

Negative Drug Test: Submission of a negative urine test (or hair follicle test), taken in accordance with the procedures established by the City.

EMPLOYEE CONFIDENTIALITY

Information about Collection of Sample:
Employees will be verbally notified of the purpose for collecting a sample prior to its collection for a drug test under this Policy. The collection of urine samples shall be done with all reasonable regard for the employee’s privacy, but with all reasonable assurances taken that the sample being provided remains secure.

Laboratory or Test Results:
Laboratory reports or test results shall not appear in an employee’s general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results shall be disclosed to City Management on a strictly need-to-know basis, and to the tested employee. Disclosures, without employee
consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; 2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; and (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable or unwilling to authorize disclosure.

**Searches:**
The City shall not physically search the person of any employee. The appropriateness of any physical search will be left to the determination of the proper legal authorities. Any searches of employees' personal belongings may be done only pursuant to freely given consent, or as permitted by law. The City may search any property or area which is City owned or leased by the City. Employees are specifically notified that the following areas are not private, unless agree to otherwise in writing by the City: desks, file cabinets, work area, employee lounges, lunch area, restrooms, lockers and any other storage area. Searches of said City owned or lease areas shall be done either:

1. in the employee's presence, or
2. with the employee's consent, or
3. pursuant to a valid search warrant, or
4. where the employee has been notified that a search will be conducted.

**LABORATORY SELECTION AND MANAGEMENT** (These provisions are subject to necessary technical modification should hair follicle testing be utilized.)

A. The City shall utilize medical providers that are qualified to handle the collection of urine samples for the purpose of drug and/or alcohol testing. Although selection of such provider(s) shall be in the sole discretion of the City, the latter shall solicit the advice of recognized employee organizations regarding such selection.

B. The City shall utilize a laboratory that is properly licensed and SAMHSA certified and whose procedures comply with ongoing state and/or federal law.

C. There shall be two (2) urine samples collected and split in two separate containers. The laboratory that conducts the screening of the urine sample for drug and/or alcohol testing must confirm the positive test
results by testing the second sample using Gas Chromatography/Mass Spectrometry.

D. Samples collected under this procedure will only be tested to determine the presence of drugs and/or alcohol.

E. The employee shall have the right to have both the split sample tested by another licensed lab at his/her own expense. However, results of a test(s) conducted by a laboratory selected by the employee need not be given the same weight by the City as is given to the test results produced by the laboratory selected by the City for the initial examination and, the results of the lab selected by the employee shall not be a bar to the City of taking corrective action as set forth in this Policy. At its sole discretion, the City can require that a sample be submitted to a third analysis by a lab of the City’s choice and at City expense, in cases where the City lab and the employee designated lab have produced inconsistent results. The impact of any such third analysis shall be determined by the City.

**Drug Screening Process:**

A. The first screening of the urine sample will be by the Enzyme Multiplied Immunoassay Technique (EMIT). If the first test is positive, the urine sample shall be submitted for a confirmation screening test.

B. The confirmation test will be by Gas Chromatography/Mass Spectrometry.

C. Only a positive result by the confirmation testing will be reported to the City of El Segundo by the MRO. Subject to the exceptional substance levels described below, it is the policy of the City of El Segundo that a test result indicative of any such level of alcohol or drug shall authorize the City to address said finding as described in this policy. However, the City’s contact of professional criminalist and healthcare providers has lead to a recognition that certain minimal levels of specified drugs may be confirmed via the drug screening process described herein, yet from a medical and municipal policy implementation viewpoint, should not result in adverse consequences to the subject employee. The City’s investigation has revealed that a variety of law enforcement agencies, criminalists and healthcare professionals, do acknowledge that certain specified drugs can exist in trace amounts within the body, without
causing impairment and/or without having been knowingly ingested. Therefore, a positive drug screen indicating the following drug levels shall not be indicative of a “positive” drug test. The following levels are approved by NIDA:

<table>
<thead>
<tr>
<th>Drug</th>
<th>EMIT Screening Cutoff</th>
<th>GC/MS Confirmation Cutoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>amphetamines/methamphetamines</td>
<td>1000 ng/ml</td>
<td>500 ng/ml</td>
</tr>
<tr>
<td>barbiturates</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>benzodiazepines (Valium tranquilizers)</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>cocaine metabolite</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>methadone</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>methaqualone</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>opiates (morphine, codeine, heroin)</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>phencyclidine (PCP)</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>propoxyphene (Darvon)</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>cannabinoid (THC)</td>
<td>50</td>
<td>15</td>
</tr>
<tr>
<td>steroids</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>alcohol (urine)</td>
<td>0.02%</td>
<td>0.02%</td>
</tr>
</tbody>
</table>

D. The remainder of the positive urine specimen(s) shall be retained frozen by the laboratory for one (1) year.

Sample Collection Procedure

A. Employees who are sent to the City’s medical facility for drug and/or alcohol testing shall provide a urine specimen that will be split into two bottles (samples A and B) according to the following collection procedures:

1. The employee shall be given two urine containers to take into the urine collection room.

2. The urine collection room shall contain a toilet and a sink. The toilet water is dyed blue and the hot water to the room is shut off by a control handle located outside of the room.

3. The employee shall leave his/her belongings in a locked room during the sample collection procedure.

4. The employee shall be allowed to dress in civilian clothing when providing the samples.

5. The employee, upon providing the urine samples, will hand the samples to the collector.

6. The collector will test the temperature of the samples to ensure they are between 90 and 100° Fahrenheit.

7. The collector will split the sample into two containers with a lid and tape, in view of the employee and that employee will then initial and date the
samples. One sample shall be marked "Sample A" and the second marked "Sample B."

8. The samples will then be placed into a plastic bag that is then sealed until it reaches the laboratory.

9. The collector will ask the employee to list any medications they are currently taking.

EDUCATION

The City will make adequate provisions for the education of its employees concerning the nature of and reasons for this Policy and the procedures established by the Policy. The City will make the possible disciplinary consequences of violation of this Policy known to all employees. The City will also distribute information to the employees which clearly explains the dangers and symptoms of substance abuse and the various techniques and alternatives available to deal with substance abuse. Communication shall remain open regarding these subjects.

Savings Clause

If any provision of this Policy is found to be unlawful, the remaining provisions which are not found to be unlawful will remain in full force and effect.

Employee Acknowledgement

I have read the City of El Segundo's Substance Abuse Policy, been provided with a copy, and understand that I am subject to its provisions.

Date

Employee's Signature

Job Title

Employee's Name (Printed)

Date
DRUG-FREE WORKPLACE STATEMENT

July 25, 1994

1. PURPOSE

The Drug-Free Workplace Act of 1988, passed by Congress on October 21, 1988, requires all grant recipients to implement a comprehensive substance abuse policy. Under the Workplace Act, to be eligible to obtain a federal grant, an employer must certify to the granting agency that it will provide a drug-free workplace.

It is the intent of the City of El Segundo to maintain a safe, healthful and productive work environment for all employees. To accomplish this, the City will act to eliminate any drug abuse which increases the potential for accidents, absenteeism, below standard performance, poor employee morale or damage to the City's reputation. Everyone covered by this statement should be aware that violations of this policy may result in discipline, up to and including termination, a requirement that the employee participate in a drug assistance or rehabilitation program, and/or in not being hired.

Because it is widely recognized that drugs hinder one's ability to perform work safely, productively and effectively, the following statement is hereby adopted by the City of El Segundo.

2. STATEMENT

*The City of El Segundo prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, alcohol or other drug that the employee knows or reasonably should know could interfere with the safe and effective performance of duties or operation of City equipment in the workplace.*

3. ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATION OF THE PROHIBITIONS IN PARAGRAPH 2 ABOVE
In accord with the Substance Abuse Policy that accompanies and is incorporated by reference in this Statement, the City recognizes that aid through an Employee Assistance Program or rehabilitation program, rather than disciplinary action, or a combination of discipline and participation in an EAP or Rehabilitation program, may be appropriate in responding to employees who have violated either or both this Statement or the Substance Abuse Policy. Reference should be made by the employee to the Substance Abuse Policy, in order to be fully apprised of the range of options that may be utilized by the City in responding to violations of the Statement and/or Substance Abuse Policy. Of course, the City may determine that discipline alone is the appropriate manner by which to address violations of the Statement and/or Policy.

4. **CONDITION OF EMPLOYMENT**
   As a condition of employment, all employees will:
   a) abide by the terms of this statement; and
   b) notify the Human Resources Director or his/her designee of any drug related criminal statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction. “Safety Sensitive” employees, as defined herein, shall also advise of a drug related arrest within said timeframe. (See Substance Abuse Policy for definition of terms used herein.)

5. **ACKNOWLEDGEMENT**
   I have read the City of El Segundo’s Drug-Free Workplace Statement, have been provided with a copy, and understand that I am subject to its provisions.

Date ____________________________  Employee’s Signature ____________________________

Job Title ____________________________  Employee’s Name (Printed) ____________________________

Date ____________________________
1.) Police Officer

2.) Firefighter/Paramedic

3.) Dispatcher
   Supervising Dispatcher

4.) Job classifications with a requirement for a Class B or Class A Drivers License:
   - Street Maintenance Leadworker
   - Street Maintenance Worker II
   - Water Maintenance Worker II
   - Wastewater Maintenance Leadworker
   - Wastewater Maintenance Worker II
   - Equipment Mechanic II
   - Fire Equipment Mechanic
   - Tree Maintenance Worker
   - Recreation Leader IV (Shuttle, van and Dial-a-Ride Drivers)

5.) Lifeguarding Personnel

6.) Police Service Officer
   • Animal Control Assignment
   • Jailer Assignment
   • Court Liaison Assignment

7.) Crime Scene Investigators

8.) Police Assistants

9.) Police Records Supervisor

10.) Technical Service Analyst

11.) Police Chief and Fire Chief and laterals to Management Positions in both departments
12.) Deputy Fire Chief
13.) Recreation Coordinator (Aquatics)
     Recreation Coordinator (Teen Center)
14.) Recreation Supervisor
15.) Environmental Safety Manager
16.) Principal Environmental Specialist
17.) Fire Marshal
     Assistant Fire Marshal
18.) Facilities System Mechanic
19.) Facilities Maintenance Supervisor
20.) Building Inspector and Senior Building Inspector
21.) Fire Inspector
22.) Project Specialist
# REASONABLE SUSPICION TESTING CHECKLIST

The following is a listing of observable behaviors that may be used prior to conducting a reasonable suspicion test.

## Behavioral Observation Checklist

Name of Observed Employee: ____________________________

Name of Supervisor: ____________________________ Date: ____________

Witness: ____________________________________

*Check all those indicators or cues observed in the workplace:*

### Appearance:

<table>
<thead>
<tr>
<th>Behavior</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glassy eyes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blank stare</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bloodshot eyes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flushed face</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alcohol smell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marijuana smell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Altered appearance</td>
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<td></td>
</tr>
</tbody>
</table>

### Behavior:

<table>
<thead>
<tr>
<th>Behavior</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shurred speech</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confused speech</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staggering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poor coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tremors/shakes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Mood:

<table>
<thead>
<tr>
<th>Behavior</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mood changes</td>
<td></td>
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<tr>
<td>Isolating</td>
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<td>Nervousness</td>
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<tr>
<td>Belligerent</td>
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<tr>
<td>Aggressive</td>
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<tr>
<td>Unusually quiet</td>
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<tr>
<td>Unusually talkative</td>
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</tbody>
</table>

### Vigilance/Performance:

<table>
<thead>
<tr>
<th>Behavior</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confused</td>
<td></td>
<td></td>
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<tr>
<td>Disoriented</td>
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<tr>
<td>Drowsiness</td>
<td></td>
<td></td>
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<tr>
<td>Sleeping</td>
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<tr>
<td>Hearing things</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Blackouts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Supervisor: ____________________________ Date: ____________

Signature of Employee: ____________________________ Date: ____________

BDA 1Jan 2003
City of El Segundo

Federal Rules on Alcohol and Other Drugs and Information for CDL Holders
City El Segundo

Federal Rules on Alcohol and Other Drugs:
Information for CDL Holders

Policy Statement

The City of El Segundo, “City”, is committed to maintaining a safe and healthy working environment. This commitment is based on the City’s obligation to protect the health and safety of its customers and employees, and includes taking the appropriate steps to maintain a workplace free from alcohol and other drug use.

The information contained in this document applies to employees who perform safety-sensitive functions as defined by Federal regulation. In addition to this document, safety-sensitive employees must comply with other City policies.

This document supersedes all previous policies, practices, or guidelines. It is not an employee contract and is not intended as one. As with any City document, it may be revised and is subject to modification at any time.

Compliance Statement


In addition to other prohibited conduct set forth in this document (below), employees should especially note that

The unlawful manufacture, distribution, dispensation, possession, concealment, use, sale, transfer, or purchase of a controlled substance on City-owned or -controlled property, or in City-owned or -leased vehicles, or on any property while “on the clock” or performing any City business, is strictly prohibited. Such action will be reported to the appropriate law enforcement officials.

Distribution

A copy of this document will be provided to all current safety-sensitive employees, and will be given to each person subsequently hired for or transferred to a covered position.

Written notice of the availability of this information will be provided to representatives of employee organizations.
1. CONTACT PERSON KNOWLEDGEABLE OF THE PROGRAM:

   Name:   Bob Hyland
           Interim Director of Human Resources
           350 Main Street
           El Segundo, CA 90245
           310.524.2336

   Laboratory:  Quest Diagnostics
                7600 Tyrone Ave.
                Van Nuys, CA 91405
                (800) 877-2520

   Medical Review Officer (MRO):
   Eleanor Gilbert, M.D.
   1430 Main Street
   Salt Lake City, UT 84115
   888.249.4575

2. COVERED EMPLOYEES:

   - All City employees who hold a commercial driver's license (CDL) and who
     drive a commercial motor vehicle (CMV) as part of their assigned duties,
     whether regularly or on an as-needed basis shall be subject to the provisions
     of the Federal Motor Carrier Safety Administration (FMCSA) regulations and
     City policies included in this document. Firefighters are exempt from these
     regulations.

   - A CMV is a motor vehicle used to transport passengers or property that:

       a. has a gross combination weight rating (GVWR) of 26,001 or more
          pounds inclusive of a towed unit with a GVWR of more than 10,000
          pounds;

       b. has a gross vehicle weight rating of 26,001 or more pounds;

       c. is designed to transport 16 or more people, including the driver; or

       d. is of any size and is used in the transportation of materials found to be
          hazardous for the purposes of the Hazardous Materials Transportation Act
          and which require that the vehicle be placarded under the Hazardous
          Materials regulations.

3. FUNCTIONS AND PERIOD OF THE WORK DAY COVERED BY THE
PROGRAM:

Safety-sensitive functions performed by drivers include:

a. all time at an employer or shipper, plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;

b. all time spent inspecting equipment as required by FMCSA regulation, or otherwise inspecting, servicing, or conditioning any CMV at any time;

c. all time spent at the driving controls of a CMV in operation;

d. all time, other than driving time, in or upon any CMV, except time spent resting in a sleeper berth;

e. all time loading or unloading a CMV, supervising or assisting in the loading or unloading, tending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

f. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

For purposes of the substance abuse regulations, a driver is considered to be performing a safety-sensitive function during any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

For example, an employee holds a CDL and is on call to drive a CMV at any time during his or her work day. Even though these functions might not be performed during his or her regular work day, he or she would be subject to testing the entire work day because he or she is immediately available to perform the functions of a driver.

Employees will only be tested for alcohol while they are at a work site.

4. PROHIBITED CONDUCT UNDER THE FMCSA REGULATIONS:
DRUG USE

Any unlawful use of a controlled substance (i.e., use without a valid medical explanation) is prohibited.

- Although the FMCSA only requires and authorizes testing for five drug classes (marijuana, cocaine, amphetamines, opiates, and phencyclidine), an employee cannot perform a safety-sensitive function if the employee has used any Schedule I controlled substance or other substance that renders the driver incapable of safely operating the vehicle.

ALCOHOL AND ALCOHOL USE

Definitions

- Alcohol is the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

- Alcohol use is the consumption of any beverage, mixture, or preparation, including any medication (prescribed or over-the-counter, intentional or unintentional), containing alcohol.

A. Alcohol Possession

- Covered employees may not possess any alcoholic beverage while on duty, except alcoholic beverages that are manifested and transported as part of a shipment.

B. Alcohol Concentration

Covered employees may not report for duty or remain on duty in a position requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

- FMCSA regulations also provide that an employee who has an alcohol concentration of 0.02 or greater but less than 0.04 cannot be permitted to perform safety-sensitive functions. It will therefore be a violation of City policy for any covered employee to report for duty or remain on duty with an alcohol concentration of 0.02 or greater.

C. Pre-Duty Use
Employees may not perform safety-sensitive duties within 4 hours after consuming alcohol.

On-call employees who are not at work, but could be called to perform safety-sensitive functions, are subject to the pre-duty alcohol prohibition (i.e., they would have to decline a call to work if acceptance would result in performing safety-sensitive duties within the 4 hours).

D. On-Duty Use

Covered employees may not consume alcohol in any form while performing safety-sensitive functions.

This prohibition also applies to covered employees who are at work and immediately available to perform safety-sensitive functions.

E. Use After an Accident

No covered employee required to take a post-accident test under FMCSA regulations shall use alcohol for 8 hours after the accident or until he or she has been given a post-accident test, whichever occurs first. (For employees required to undergo testing, see Post-Accident Testing, below.)

REFUSAL TO SUBMIT TO TESTING

Covered employees may not refuse to submit to a required drug or alcohol test. The City will not permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions.

- Refusal to submit to testing means that the employee:
  
  ☐ failed to provide adequate breath for alcohol testing or urine for drug testing after receiving notice of the requirement to be tested without a valid medical explanation for the failure, OR

  ☐ engaged in conduct that clearly obstructs the testing process (including, but not limited to, specimen adulteration or substitution, spitting in a breath tube, refusing to sign block 2 on the breath alcohol testing form, etc.)

Refusal to submit to a pre-employment or return to duty test is not a violation of the FMCSA rule, but such a refusal will preclude the individual from performing safety-sensitive functions for a regulated employer.

5. CIRCUMSTANCES THAT REQUIRE TESTING:
Covered employees are subject to the following federally-mandated drug and alcohol tests:

A. **Pre-employment**

- Pre-employment drug testing is required before an employee performs a safety-sensitive function for the first time.

- The City must obtain a verified negative test result from the medical review officer before permitting the employee to perform any safety-sensitive duties.

B. **Post-Accident**

As soon as practicable after an accident, each surviving covered employee must undergo drug and alcohol testing if the accident was determined by the City to meet the following conditions:

- The occurrence involved a CMV operated on a public road in commerce AND the driver:
  - was performing a safety-sensitive function with respect to the vehicle if the accident involved a human **fatality**; OR
  - received a **citation** under State or local law for a moving traffic violation arising from the accident AND the accident involved:
    - bodily injury to any person who, as a result of the injury, immediately receives treatment away from the scene of the accident, OR
    - disabling damage to one or more motor vehicles incurred as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A covered employee who is subject to post-accident testing will remain readily available for testing or may be deemed by the City to have refused to submit to testing.

- Attempts to conduct post-accident drug testing will cease 32 hours after the accident, even if no drug test has been conducted.

Attempts to conduct post-accident alcohol testing will cease 8 hours after the accident, even if no alcohol test has been conducted.

C. **Random**
• Covered employees will be selected for random drug and alcohol testing using a computer-based random selection program.

• Covered employees shall be subject to random drug and alcohol testing at rates not less than the minimum(s) required by regulation. Currently, the number of alcohol tests required each year is 10% of the number of covered employees. The number of required drug tests is 50% of the number of covered employees.

• Random tests will be spaced throughout the year and will be unannounced.

• Random testing may be conducted any time during any work shift, and may be conducted on any work day during the year.

• An employee might be selected more than once or not at all in any given year.

• Random alcohol tests will be conducted while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions.

• Employees notified of selection for random testing must proceed immediately to the testing site. Failure to immediately report for testing may be considered by the City to be a refusal to submit to testing.

D. Reasonable Suspicion

A covered employee must submit to a drug and/or alcohol test if the City has determined that reasonable suspicion exists that the employee has violated the drug use and/or alcohol misuse prohibitions.

This determination must be based on a trained supervisor’s specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations regarding alcohol misuse must be made just before, during, or just after the employee’s performance of safety-sensitive duties.

• Even if an alcohol test cannot be administered, no employee who is under the influence of or impaired by alcohol, as shown by physical, behavioral, speech, or performance indicators of alcohol misuse, should report for duty or remain on duty requiring the performance of safety-sensitive functions, nor will the City permit such an employee to report for or remain on duty, until a test can be administered and the result is below 0.02 or until the commencement of the employee’s next duty period if at least 24 hours has elapsed.
- Nothing in this section should be construed as limiting the City’s ability, based on the City’s independent authority, to take action against or impose other requirements on employees suspected of drug and/or alcohol use or misuse.

NOTE: In addition to testing required by FMCSA, employees may be subject to drug and/or alcohol testing under City policy for suspected substance abuse. Such testing will be accomplished based on criteria established by the City, and may include testing under circumstances other than those set forth in FMCSA’s regulation.

**E. Return to Duty**

Before a covered employee returns to duty in a safety-sensitive function after engaging in prohibited conduct, he or she must undergo a return to duty test.

The employee cannot perform a safety-sensitive function until an alcohol test result indicating an alcohol concentration of less than 0.02 and/or a verified negative drug test is obtained.

- An employee may be required to undergo both drug and alcohol return to duty testing after a violation (whether drug- or alcohol-related) if the substance abuse professional (SAP) determines that testing for both is necessary for that particular employee.

**F. Follow-Up**

DOT regulations require employees who have tested positive to be referred to a Substance Abuse Professional (SAP) for evaluation and recommended treatment including follow up testing and removed from the DOT covered safety sensitive position. Any employee who has a positive test may result in discipline up to and including termination.

Each covered employee, who has been identified by a SAP as needing assistance in resolving a problem with drug use or alcohol misuse and who has returned to duty performing a safety-sensitive function, will be subject to follow-up testing.

Follow-up tests will be unannounced and at least 6 tests must be conducted in the first 12 months after the employee is back on the job. Follow-up testing may continue for up to 60 months.

The schedule for follow-up drug and/or alcohol testing is established by a SAP.
• An employee may be required to undergo both drug and alcohol follow-up testing after a violation (whether drug- or alcohol-related) if the SAP determines that testing for both is necessary for that particular employee.
6. **PROCEDURES FOR DRUG AND ALCOHOL TESTING**

A. **Drug Testing**

i. **Collection**

- All drug testing is conducted by analysis of a urine specimen. The specimen collection process is designed to protect employee privacy and individual dignity. Each urine specimen collected will be subdivided into two portions (called “primary” and “split”; see below for more on split specimens).

- Professional collectors are used to collect the specimens, and all specimens are sent to a laboratory certified by the Department of Health and Human Services. The collector must verify the donor’s identification, and can be required to provide his/her identification to the donor on request.

- Chain of custody is maintained on the specimen from the time of collection throughout the analysis to ensure that the results are attributed to the correct employee and that the specimen is properly handled.

**NOTE:** If the employee cannot provide sufficient urine for testing, he or she must undergo a medical examination to determine if there is a medical condition that caused the inability to provide a specimen or if the employee refused to submit to testing.

ii. **Specimen Analysis**

- Each specimen is screened by the laboratory. If the screening test does not indicate that drug(s) might be present at or above the cut-off level established by the Department of Transportation (DOT), the specimen is reported as negative to the Medical Review Officer (MRO).

- If the screening test indicated drug(s) might be present, the specimen undergoes confirmatory testing using gas chromatography/mass spectrometry. Only if the GC/MS test indicates that the specimen is positive at or above the DOT drug cut-off levels is the result reported as a confirmed positive to the MRO.

iii. **Medical Review Officer**

- The MRO is a licensed physician who is responsible for receiving laboratory results. The MRO has knowledge of substance abuse disorders and appropriate training to interpret and evaluate a confirmed positive test result.
• Negative laboratory test results are reviewed by the MRO or staff for administrative purposes (to ensure the documents are complete and accurate), and subsequently reported to the City as verified negative test results.

• A test result confirmed as positive by the laboratory does not automatically identify the employee as an illegal drug user. The MRO review is intended to determine if there is an alternate legitimate medical explanation for the test result.

• The MRO evaluation can include conducting a medical interview with the specimen donor, review of the donor's medical history and other biomedical factors, and review of records made available to the MRO by the donor.

• The MRO or his/her staff must contact the donor to obtain any relevant medical information. When necessary, the City will assist in contacting the donor. In most cases, the MRO must talk directly to the donor before verifying a positive test; however, there are some circumstances under which the test can be verified as positive without such contact. These are:

   The donor declines to talk to the MRO about the test;
   Neither the MRO nor the City, after making all reasonable efforts, has been able to contact the employee within 14 days of the date on which the MRO received the confirmed positive test result from the laboratory;
   The City contacted the donor and more than 5 days has passed since the donor was told to contact the MRO;

   NOTE: If a test is verified positive without contact under the latter 2 circumstances, the donor may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from being contacted by the MRO or designated employer representative or from contacting the MRO within the times provided.

• Once the MRO completes the verification process, the result is reported to the City. A test for which no medical explanation was provided will be reported as verified positive. If the donor presented an acceptable explanation for the result, it will be reported as verified negative to the City.

• Under limited circumstances, and only after appropriate warnings have been given by the MRO to the donor, the MRO may reveal other medical information about the donor if the MRO feels that safety might be affected by the donor's condition or drug use.

iv. Split Specimen Analysis

• At the time the MRO tells the donor that the specimen has been confirmed as positive by the laboratory, the MRO will also advise the donor of the right to
obtain an analysis of the split specimen at a second laboratory that has been designated by the City.

- The donor has until 72 hours after the donor has been advised that the MRO has verified the test as positive to compel the analysis of the split specimen.

- The City will be responsible for the costs of collecting the split specimen and for analysis of the primary specimen and the split specimen.

- If the split specimen is inadequate or unsuitable for testing, unavailable, or if it fails to reconfirm the presence of the drug at the level of detection, the entire test will be canceled.

**Alcohol Testing**

**i. Breath Analysis**

- All testing is conducted using evidential breath testing devices (EBTs) operated by trained breath alcohol technicians (BATS).

- The BAT must verify the identification of each employee and must provide positive identification to the employee on request. The BAT will also explain the testing process to the employee.

- Each test will begin with a screening test. If the result is below 0.02, the test result is negative and testing is complete. If the test result is 0.02 or greater, a confirmation test must be conducted.

- The confirmation test must be conducted after a 15 minute wait (starting from the time of the screening test) during which the employee is watched and instructed not to eat, drink, put anything in his or her mouth, or, to the extent possible, belch. Testing will be conducted even if the employee ignores this instruction, however.

- The confirmation test result determines the consequences of the test under the FMCSA regulation.

**ii. Invalid Tests**

- By regulation, a breath alcohol test is invalid under the following circumstances:

  - The EBT does not pass its next external calibration check (this invalidates all test results of 0.02 or greater on tests conducted since the last valid external calibration test; it does not invalidate negative tests).

  - The BAT does not observe the minimum 15-minute waiting period prior to the confirmation test.
The BAT does not perform an air blank of the EBT before a confirmation test, or such an air blank does not result in a reading of 0.00.

The BAT does not sign the form.

The BAT fails to note in the "Remarks" section of the form that the employee has failed or refused to sign the form after the test has been conducted.

An EBT fails to print a confirmation test result.

The sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

NOTE: If the employee cannot provide adequate breath, he or she must undergo a medical examination to determine if there is a medical condition that caused the inability to provide breath or if the employee refused to submit to testing.

7. SUBSTANCE ABUSE PROGRAM RECORDS

Employee records pertaining to the FMCSA-mandated substance abuse prevention program, including those pertaining to drug and alcohol testing, will be maintained in a secure location with controlled access.

- Records will be promptly released to the employee, or a person identified by the employee (including subsequent employers), upon written request of the employee. This release of information will not be contingent upon payment for records other than those specifically requested.

- These records will be released to the Secretary of Transportation upon request of DOT or FMCSA, and to the National Transportation Safety Board when requested as part of an accident investigation.

- These records will be released to the employee or a decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising out of a determination that the employee engaged in prohibited conduct.
8. CONSEQUENCES FOR VIOLATING THE FMCSA RULES:

Removal From Safety-Sensitive Functions

Covered employees are prohibited from performing safety-sensitive functions if they have engaged in prohibited conduct under the FMCSA rule or another DOT agency's substance abuse prevention rule (including refusal to submit to random, reasonable suspicion, post-accident, or follow-up testing). Employees with a confirmed positive drug or alcohol test or who refuse to test will be subject to discipline up to and including termination.

Information Regarding Assistance

- Each employee who has engaged in prohibited drug or alcohol use or has refused to submit to a required test shall be advised of the resources available for evaluating and assisting the employee in resolving problems associated with drug or alcohol use.

- This information will include the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

The following sources can also offer assistance:

- Community mental health centers
- Family service agencies
- Private physicians and therapists
- Local hospitals
- Specialized treatment centers for alcoholism and other drug use

- Telephone hotlines, including:
  - 1-800-ALCOHOL A referral hotline for persons with alcohol problems
  - 1-800-COCaine  A referral hotline for persons using cocaine
  - 1-800-662-HELP A national hotline referral service, Center for Substance Abuse Treatment, Dept. of Health and Human Services
  - 1-800-344-2666 Al-Anon, for family and friends of alcoholics
  - 1-800-766-6779 Marijuana Anonymous referral hotline
  - 1-818-773-9999 Narcotics Anonymous referral hotline (not toll-free)
  - 1-212-870-3400 Alcoholics Anonymous World Headquarters (not toll-free)
Required Evaluations and Testing

DOT regulations require employees who have tested positive for alcohol or drugs or refused to test to be referred to a SAP for evaluation and recommended treatment including follow up testing. Before an employee can return to performing safety sensitive duties for another employer, they must complete the provisions of this section. It is the employee’s responsibility to complete these requirements and if not completed may result in discipline up to and including termination.

No covered employee who has had a verified positive drug test, has violated the rules on alcohol misuse, or has refused to submit to testing can perform any safety-sensitive function unless and until that employee has:

1. Been evaluated by a SAP to determine whether the employee is in need of assistance in resolving problems related to alcohol use.

2. Completed any treatment recommended by the SAP;

3. Been evaluated by a SAP to ensure that the employee has properly followed the treatment program; and

4. Undergone required return to duty testing.

The SAP must be a licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the ICRC or NAADACC) with knowledge of and clinical experience in the diagnosis and treatment of disorders related to alcohol and drug use and abuse.

9. CONSEQUENCE FOR HAVING AN ALCOHOL CONCENTRATION OF 0.02 OR GREATER BUT LESS THAN 0.04

If a covered employee is found to have an alcohol concentration of 0.02 or greater but less than 0.04, that employee will be immediately removed from performing safety-sensitive functions and may result in discipline up to and including termination.
CERTIFICATE OF RECEIPT

I, the undersigned employee, certify that I have received a copy of policy material on the misuse of alcohol and use of controlled substances as required by the Federal Motor Carrier Safety Administration (49 CFR 382.601(d)).

__________________________  _______________
Employee’s printed name        Date

__________________________
Employee’s signature
# REASONABLE SUSPICION TESTING CHECKLIST

The following is a listing of observable behaviors that may be used prior to conducting a reasonable suspicion test.

## Behavioral Observation Checklist

**Name of Observed Employee:**

**Name of Supervisor:** _____________________________ **Date:** _____________________________

**Witness:** ______________________________________

**Check all those indicators or cues observed in the workplace:**

<table>
<thead>
<tr>
<th>Appearance</th>
<th>Behavior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glassy eyes</td>
<td>Slurred speech</td>
</tr>
<tr>
<td>Blank stare</td>
<td>Confused speech</td>
</tr>
<tr>
<td>Bloodshot eyes</td>
<td>Staggering</td>
</tr>
<tr>
<td>Flushed face</td>
<td>Poor coordination</td>
</tr>
<tr>
<td>Alcohol smell</td>
<td>Tremors/shakes</td>
</tr>
<tr>
<td>Marijuana smell</td>
<td></td>
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<td>Altered appearance</td>
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</table>

**Signature of Supervisor:** _____________________________ **Date:** _____________________________

**Signature of Employee:** _____________________________ **Date:** _____________________________

**BDA 1Jan 2003**
INCIDENT/PERFORMANCE REPORT

The following is an example of an incident/performance report. Use this report to record any incidents, workplace performance or workplace behavior problems. In situations where the circumstances are severe enough to warrant a post-accident or for-cause drug test, this document must be completed within 24 hours of the time the incident occurred and the testing was initiated.

Employee’s name ______________________ Date of incident ______________

Time of incident __________ Location of Incident ______________________

Describe the incident in detail

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(If additional space is needed please use the back of this page and check here. Yes ________)

Please list all witnesses to the behavior or incident:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Did you discuss the incident/or behavior with the employee? Yes ________ No ________

Remarks:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Signature of Supervisor ______________________ Date ______________

Signature of Employee ______________________ Date ______________

Signature of Witness ______________________ Date ______________

BDA Jan 2003
City of El Segundo

CATASTROPHIC LEAVE BANK POLICY
Effective: July 1996 (rev.2009)

The Catastrophic Leave Bank Policy was negotiated in 1995 between the City, General Employees' Association, Police Officers' Association, and Supervisory and Professional Employees' Association. The purpose of the policy is to allow city employees the voluntary option of donating a portion of their accumulated leave time into a Catastrophic Sick Leave Bank. Bank leave hours will be used for the sole purpose of assisting permanent, full-time and part-time employees incapacitated due to a catastrophic illness or injury and still require paid leave time after exhausting all their other accumulated leaves. Employees eligible for State Disability Insurance (SDI) may use catastrophic leave hours to supplement to their SDI benefits, but are prohibited from using catastrophic leave hours in lieu of SDI. The intent of this policy is to provide eligible city employees a form of "long-term disability coverage" while they undergo treatment and/or convalescence.

I. Definition of a Catastrophic Illness or Injury:

A catastrophic illness or injury is a chronic or long-term health condition that is incurable, or so serious that, if not treated, would likely result in a long period of incapacity.

II. Eligible Employees for Donation and Program Usage:

A. Any permanent full-time or part-time city employee may donate to, or make requests for use of leave bank hours. Employees donating accumulated leave time must retain a minimum of 100 leave hours AFTER their donation has been made AND must complete a Catastrophic Leave Time Donation Request Form prior to donating any accumulated leave time. Employees, or their designated representative, requesting use of the Leave Bank must complete a Request to Receive Catastrophic Leave Time Form as soon as possible, prior to, or within a reasonable time frame after a catastrophic illness or injury. Completed forms must be submitted to the Director of Finance or his/her designee.

B. Forms are available from the Human Resources Department. The Human Resources Department will maintain all Catastrophic Leave Policy materials.

C. Employees eligible for State Disability Insurance (SDI) may use leave hours as a supplement to their SDI benefits in order to receive full pay while incapacitated. Catastrophic Leave Hours may not be used in lieu of SDI benefits and are not intended to replace SDI benefits, or any other established Long-Term or Short-Term Disability Insurance (LTD/STD). Employees receiving SDI benefits will be required to provide a copy of their SDI application and first SDI check to the Catastrophic Leave Committee, along with their "Request to Receive Catastrophic Leave Time" form.
City of El Segundo

REQUEST TO RECEIVE CATASTROPHIC LEAVE TIME

This form is to be completed by eligible city employees who are incapacitated due to a catastrophic illness or injury, and wish to receive additional leave time in accordance with the Catastrophic Leave Policy. Utilization of the Catastrophic Leave Bank is predicated on the requesting employee exhausting all of his/her accumulated leave balances, and being in need of additional leave time, due to his/her incapacitation. The purpose of this form is to obtain sufficient information for review and determination by the Catastrophic Leave Policy Committee. The purpose of this form is NOT to be intrusive into the personal/private issues of the requesting employee. All information is considered confidential, and will be retained by the Human Resources Department.

Name: _______________________________ Date: _______________________________
Position: _______________________________ Department: _______________________________

Employment Status:

_____ Permanent Full-Time _____ Permanent Part-Time

I. Please describe why you are requesting use of the Catastrophic Leave Bank, including specific information as to the nature of your catastrophic illness/injury (NOTE: Verification of illness/injury by a medical professional may be required by the Catastrophic Leave Committee).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

II. How much donated leave time do you estimate you may need?

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

III. Are you eligible for, or are you currently receiving, State Disability Insurance (SDI)? If “yes,” give estimation of leave hours you need to supplement your SDI benefits.

________________________________________________________________________
________________________________________________________________________
# CITY OF EL SEGUNDO

## INJURY AND ILLNESS PREVENTION PROGRAM

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**ATTACHMENT #1**

Digest of Senate Bill 198 and Related Regulations
CITY OF EL SEGUNDO
INJURY AND ILLNESS PREVENTION PROGRAM

The City of El Segundo is firmly committed to maintaining a safe and healthful working environment. To achieve this goal, the City has implemented a comprehensive Injury and Illness Prevention Program. This program is maintained in the Human Resources Division, Administrative Services Department and is available for your review.

The Injury and Illness Prevention Program herein has been adopted and implemented in compliance with California Labor Code Section 6401.7 (SB198) and General Industry Safety Order Section 3203. The person responsible for implementing the program is Bret Plumlee, Director of Administrative Services, Administrative Services Department. The person named herein shall have authority and responsibility for implementation of the program including general direction of employee and supervisor training programs and communication; monitoring and enforcement of employee compliance; evaluation and investigation of accidents and hazards; conducting and/or monitoring scheduled and periodic inspections; developing methods for abating work place hazards; and insuring that work place hazards are abated in a timely and effective manner. Certain corresponding duties herein may be conducted by other members of management or employees at the direction, and under the supervision of the responsible person above:

MANAGERS
Managers have the responsibility to enforce safety rules. In effectively executing their safety responsibilities, managers will:

1. Familiarize themselves with the safety program and ensure its effective implementation.
2. Be aware of all safety considerations when introducing a new process, procedure, machine or material to the work place and to provide timely notice of such action to the Human Resources Division.
3. Give maximum support to all programs and committees whose function is to promote safety and health.
4. Actively participate in safety committees as required.
5. Review all accidents that involve injury as well as “near misses.” They must also ensure that proper reports are completed and appropriate action is taken to prevent repetition.
6. Encourage employees to report work place hazards, emphasizing that it may be done with no fear of reprisal, and that it is a basic requirement of the job.

SUPERVISORS
Supervisors are the foundation of the safety program. Their responsibilities will be to:

1. Familiarize themselves with City and department safety policies, programs and procedures.
2. Provide and document complete safety training to employees prior to the assignment of duties.
3. Consistently and fairly enforce and follow all City and Department safety rules.
4. Investigate all accidents that cause injury (as well as “near misses”) to determine cause, then take action to prevent repetition.
5. See that all injuries, no matter how minor are treated immediately and referred to the Human Resources Division, Administrative Services Department.
6. Routinely and on a scheduled basis inspect work areas to detect unsafe conditions and work practices. Utilize City and Department self-inspection checklists as required for documentation.
7. Encourage employees to report work place hazards, emphasizing that it may be done with no fear of reprisal, and that it is a basic requirement of the job.

EMPLOYEES

Employee responsibilities for safety will include the following:

1. Adhere to all City and Department rules and regulations.
2. Wear appropriate safety equipment required as a condition of employment.
3. Maintain equipment in good condition, with all safety guards in place when in operation.
4. Report all injuries, no matter how minor, immediately to a supervisor.
5. Encourage co-workers to work safely.
6. Report unsafe acts, work practices, and conditions following the procedures outlined in Part 2 of this Injury and Illness Prevention Program.

All employees of the City are responsible for working safely and maintaining a safe and healthful work environment. Such responsibility includes keeping work areas neat and clean to reduce the chances of accidents and injuries. Each employee is responsible for keeping his or her work area neat and orderly. Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the chance of accidents and injuries. Well-organized work areas also increase the ability of employees to perform their jobs efficiently. Housekeeping inspections will be conducted in each department on a regular basis.

PART 1: SYSTEM FOR ENSURING EMPLOYEE COMPLIANCE

At the time of initial employment and at other periodic intervals, employees are notified through the employer’s safety handbook and other written communications, verbally and by various other methods that compliance with established and/or common sense safe and healthy work practices, whether written or unwritten, is a mandatory condition of employment. Employees who fail to adhere to job safety standards (including attending all required training) are subject to disciplinary action, including, but not limited to, verbal reprimands, written warnings, suspension, and discharge. Furthermore, no single disciplinary action shall set a precedent for any other disciplinary action relating to a safety or health violation that may be perceived to be of a like or similar nature.

From time-to-time, employees may be recognized for their compliance with safety and health standards and/or continuation of work without injury or incident by means of special notice or award.

PART 2: SYSTEM FOR COMMUNICATING WITH EMPLOYEES

At the time of initial and at other intervals, employees are notified verbally, through the employer’s safety handbook and other written communications, and/or by various other methods of applicable safe work practices and working conditions, and that all employees have the right and obligation to report any work-related injury or unsafe condition or hazard without fear of reprisal or threat of job security. Such information may be submitted using a standard form or otherwise in writing (signed or anonymous), or verbally to the employee’s supervisor or any other member of management, or directly to the appropriate federal, state, or local governmental agency.

The City Safety and Health Committee will be representative of all City departments and will be made up of management, supervisors and/or rank and file employees. The Committee will:

1. Meet regularly, but not less than quarterly;
2. Prepare and make available to the affected employees, written records of the safety and health issues discussed at the Committee meetings and maintained for review for Cal-Osha upon request;
3. Review results of the periodic, scheduled worksite inspections;
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submit suggestions to management for the prevention of future incidents;

5. Review investigations of alleged hazardous conditions brought to the attention of any Committee member. When determined necessary by the Committee, the Committee may conduct its own inspection and investigation to assist in remedial solutions;

6. Submit recommendations to assist in the evaluation of employee safety suggestions; and

7. Upon request from Cal-OSHA verifies abatement action taken by the employer to abate citations issued by Cal-OSHA; and

8. Develop methods, procedures and incentives designed to recognize employees who follow safe and healthful work practices.

PART 3: SYSTEM FOR IDENTIFYING/EVALUATING HAZARDS

Workplace hazards are identified and evaluated through review of information concerning potential safety and health hazards provided by state and federal occupational safety and health agencies, suppliers and manufacturers of materials used in operations of the employer (MSDS), and manufacturers of equipment used by the employer; analysis of the steps involved in the work process and the potential hazards associated therewith; review of accidents, injuries, and illnesses (including "near misses: and which have occurred in the work place; reviewing and responding to all health and safety complaints and suggestions from employees; reviewing of applicable laws and regulation; and regularly scheduled and periodic inspections of the work place. Inspections are conducted whenever new substances, processes, procedures, or equipment are introduced that represent an occupational hazard; whenever the employer is made aware of a new or previously unrecognized hazard, and at other frequencies determined by the level of hazard associated with the site or process. In addition to scheduled inspections and ongoing review, the Director of Administrative Services will arrange for unscheduled and unannounced surprise inspections. The list of subjects for these inspections will be chosen randomly but with particular emphasis placed on previously identified hazardous conditions in the work place and general housekeeping. Records of inspections, including the date of inspection, identification of the area or process inspected, person conducting the inspection, findings of the inspection, and required actions are retained for a minimum period of three years.

Individual records of training, including date of training, type of training, and training providers are retained in the employee's personnel file for a minimum of three years except for shorter period as otherwise allowed by law.

All managers, supervisors and employee should also engage in daily, ongoing monitoring and inspection of their specific work areas.

PART 4: INJURY/ILLNESS INVESTIGATION PROCEDURES

Occupational injuries and illnesses are documented on a comprehensive report of accident and are investigated by management to determine what tools, equipment, job site or building condition, etc. may have caused or contributed to the incident; what action of the affected employee caused or contributed to the injury or illness; and what action has been taken or will be taken to prevent recurrence. In cases where corrective action is required, specific persons are assigned the responsibility of so doing and follow up is made to assure that appropriate action has been completed. Standardized forms are used to organize and document the investigation and completed actions. Copies of all forms are available in the Human Resources Division, Administrative Services Department.

PART 5: SYSTEM FOR CORRECTING UNSAFE WORKING CONDITIONS

At such time that unsafe or unhealthy conditions, work practices or work procedures are discovered, employees are removed from the area if applicable because of the level of hazard and appropriate immediate actions are directed by management to correct the hazard and mitigate the potential damage to person or property. Procedures include documented investigation of the cause and/or source of the hazard,
identification of corrective actions needed, assignment of persons responsible for the completion of specific remedial actions, and follow up for compliance. Training and/or retraining of affected employees is provided as applicable.

As referenced above if the identified work place hazard involves an imminent risk of significant or substantial physical injury or death, City policy dictates that steps will be taken to correct the situation immediately. If the work place hazard does not involve such an imminent risk, corrective actions will be taken as soon as possible and no later than 15 days after the City or individual becomes aware of its presence.

PART 6: TRAINING AND INSTRUCTION PROCEDURES

At the time of initial employment; when employees are given new job assignments for which training has not previously been given; when new substances, processes, procedures, or equipment are introduced that represent a new hazard; when the employer is made aware of a new or previously unrecognized hazard; and at other intervals designated by management, employees are trained in applicable safe and healthy work practices in groups or individually through distribution and review of the employer's safety handbook and its supplements; through other written communications, posters, booklets, etc.; and by various other methods as applicable to providing instruction in a form readily understandable to the affected employee or group of employees. Supervisory personnel will also receive training and instruction designed to insure their familiarization with the work place safety and health hazards to which employees under their direction and control may be exposed.

Safety or "Tailgate" meetings will be conducted by department managers or supervisors on a regularly scheduled and as needed basis. During these meetings the manager or supervisor shall discuss with the employees under his/her direct supervision such issues as new hazards that have been introduced or discovered in the work place; causes of recent accidents or injuries and the methods adopted by the City to prevent similar incidents in the future; and any health and safety issue defined by the manager or supervisor to require discussion and reinforcement. All safety meetings will be documented on the appropriate form.

PART 7: EMERGENCIES

In addition to the City’s written Injury and Illness Prevention Program, the City’s Police and Fire departments have written plans related to emergency and disaster preparedness and response, fire prevention, and environmental and hazardous materials.
OSHA DIGEST

DIGEST OF SENATE BILL 198 AND RELATED REGULATIONS

On October 3, 1989, Senate Bill #198 became effective and made several changes to the California Labor Code dealing with worker safety. The most significant was the requirement for ALL employers to implement a WRITTEN injury and illness prevention program. The bill required the Cal/OSHA Standards Board to adopt specific standards regarding criteria to be included in these written programs. The bill amended Labor Code Section 6401.7 as follows:

6401.7 Injury Prevention Program (Amended October 2, 1989)

(a) Every employer shall establish, implement, and maintain an effective injury prevention program. The program shall be written and shall include, but not be limited to, the following elements:

(1) Identification of the person or persons responsible for implementing the program.

(2) The employer’s system for identifying and evaluating work-place hazards, including scheduled periodic inspections to identify unsafe conditions and practices.

(3) The employer’s methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.

(4) An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee’s job assignment.

(5) The employer’s system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

(6) The employer’s system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

(b) The employer shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

(c) The employer shall train all employees when the training program is first established, all new employees, and all employees given a new job assignment, and shall train employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the employer receives notification of a new or previously unrecognized hazard.

(d) The employers shall keep appropriate records of steps taken to implement and maintain the program.

(e) The standards board shall adopt a standard setting forth the employer’s duties under this section, on or before January 1, 1991, consistent with the requirements specified in subdivision (a), (b), (c), and (d). The Standards Board, in adopting the standard, shall include substantial compliance criteria for use in evaluating an employer’s injury prevention program. The board may adopt less stringent criteria for employers with few employees and for employers in industries with insignificant occupational safety hazards.

(f) The standard adopted pursuant to subdivision (e) shall specifically permit employer and employee...
occupational safety and health committees to be included in the employer's injury prevention program. The board shall establish criteria for use in evaluating employer and employee occupational safety and health committees. The criteria shall include minimum duties, including the following:

(1) Review of the employer's (A) periodic, scheduled worksite inspections, (B) investigation of causes of incidents resulting in injury, illness, or exposure to hazardous substances, and (C) investigation of any alleged hazardous condition brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspections and investigations.

(2) Upon request from the division, verification of abatement action taken by the employer as specified in division citations.

If an employer's occupational safety and health committee meets the criteria established by the board, it shall be presumed to be in substantial compliance with paragraph (5) of subdivision (a).

(g) The division shall adopt regulations specifying the procedures for selecting employee representatives for employer-employee occupational health and safety committees when these procedures are not specified in an applicable collective bargaining agreement. No employee or employee organization shall be held liable for any act or omission in connection with a health and safety committee.

SB #198 also amended other sections of the Labor Code so that every inspection by Cal/OSHA must include an evaluation of the employer's written injury and illness prevention program and that employers who do not have an operative program will not be entitled to downward penalty adjustments for serious or non-serious violations because of a previous "good history" safety record.

General Industry Safety Order

As required by SB #198, the Cal/OSHA Standards Board issued its final administrative regulations on December 13, 1990 and submitted them to the California Office of Administrative Law (OAL) for approval. OAL approved the regulations on January 16, 1991. The new regulations adopted by the Standard Board resulted in the following revision to Section 3203 of the California Code of Regulations, Title 8 (Industrial Relations). It is the title that establishes the state's General Industry Safety Orders with which employers must comply.

Section 3203. Injury and Illness Prevention Program

(a) Effective July 1, 1991, every employer shall establish, implement, and maintain an effective Injury and Illness Prevention Program. The Program shall be in writing and shall, at minimum:

(1) Identify the person or persons with authority and responsibility for implementing the Program.

(2) Include a system for ensuring that employees comply with safe and healthy work practices. Substantial compliance with this provision includes recognition of employees who follow safe and healthful work practices, training and retraining programs, disciplinary actions, or any other such means that ensures employee compliance with safe and healthful work practices.

(3) Include a system for communicating with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal. Substantial compliance with this provision includes meetings, training programs, posting, written communications, a system of anonymous notification by employees about hazards, labor/management safety and health committees, or any other means that ensures communication with employees.

Exception: Employers having fewer than 10 employees shall be permitted to communicate to and instruct employees orally in general safe work practices with specific instructions with respect to hazards unique to the employees'
job assignment as compliance with (a)(3).

(4) Include procedures for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices. Inspections shall be made to identify and evaluate hazards:

(A) When the Program is first established;

Exception: Those employers having in place on July 1, 1991, a written Injury and Illness Prevention Program complying with previously existing Section 3203.

(B) Whenever new substances, processes, procedures, or equipment are introduced to the workplace that represent a new occupational safety and health hazard; and

(C) Whenever the employer is made aware of a new or previously unrecognized hazard.

(5) Include a procedure to investigate occupational injury or occupational illness.

(6) Include methods and/or procedures for correcting unsafe or unhealthy conditions, work practices and work procedures in a timely manner based on the severity of the hazard:

(A) When observed or discovered: and,

(B) When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, remove all exposed personnel from the area except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition shall be provided the necessary safeguards.

(7) Provide training and instruction:

(A) When the Program is first established;

Exception: Employers having in place on July 1, 1991, a written Injury and Illness Prevention Program complying with the previously existing Accident Prevention Program in Section 3203.

(B) To all new employees;

(C) To all employees given new job assignments for which training has not previously been received;

(D) Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;

(E) Whenever the employer is made aware of a new or previously unrecognized hazard; and,

(F) For supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.

(b) Records of the steps taken to implement and maintaining the Program shall include:

(1) Records of scheduled and periodic inspections required by subsection (a)(4) to identify unsafe conditions and work practices, including person(s) conducting the inspection, the unsafe conditions and work practices that have been identified and action taken to correct the identified unsafe conditions and work practices. These records shall be maintained for three (3) years; and

Exception: Employers with fewer than 10 employees may elect to maintain the inspection records only until the hazard is corrected.
(2) Documentation of safety and health training required by subsection (a)(7) for each employee, including employee name or other identifier, training dates, type(s) of training, and training providers. This documentation shall be maintained for three (3) years.

Exception No. 1: Employers with fewer than 10 employees can substantially comply with the documentation provision by maintaining a log of instructions provided to the employee with respect to the hazards unique to the employees job assignment when first hired or assigned new duties.

Exception No. 2: Training records of employees who have worked for less than one (1) year for the employer need not be retained beyond the term of employment if they are provided to the employee upon termination of employment.

(c) Employers who elect to use a labor/management safety and health committee to comply with the communication requirements of subsection (a)(3) of this section shall be presumed to be in substantial compliance with subsection (a)(d) if the committee:

(1) Meets regularly, but not less than quarterly;

(2) Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by the Division upon request;

(3) Reviews results of the periodic, scheduled worksite inspections;

(4) Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents;

(5) Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions;

(6) Submits recommendations to assist in the evaluation of employee safety suggestions; and

(7) Upon request from the Division, verifies abatement action taken by the employer to abate citations issued by the Division.

----------------------------------SUMMARY----------------------------------

Every employer in California must have an injury and illness prevention program in compliance with SB #198 or be subject to Cal/OSHA fines for regulatory violations of up to $2,000. In summary, the program MUST BE IN WRITING and identify the person responsible for its implementation. In addition, it must contain the following elements:

(1) A system to ensure that employees comply with safe practices.

(2) A system for communicating with employees about safety matters and their right to report unsafe work practices or conditions without fear of reprisal.

(3) A system for identifying and evaluating workplace hazards, including a record keeping system of periodic inspections, unsafe conditions noted, and corrective actions taken.

(4) A system for investigating occupational injuries and illnesses.

(5) A system for correcting unsafe conditions in timely manner based on the severity of the hazard.
(6) Training and instruction to employees and supervisors including detailed documentation of such training.
**APPENDIX G**

Environmental Safety Manager – Base Salary

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RESOLUTION NO.________

A RESOLUTION ESTABLISHING A BASIC MONTHLY SALARY FOR THE JOB CLASSIFICATION OF ENVIRONMENTAL SAFETY MANAGER

The City Council of the City of El Segundo does resolve as follows:

Section 1: The City Council approves the following basic monthly salary range effective the payroll period beginning November 3, 2012:

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Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

Section 3: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this __6th__ day of __November__, 2012.

________________________________________
Carl Jacobson,
Mayor
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF EL SEGUNDO  

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 6th day of November, 2012, and the same was so passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 6th day of November, 2012.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger
Assistant City Attorney
RESOLUTION NO.__________

A RESOLUTION FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE SUPERVISORY AND PROFESSIONAL EMPLOYEES’ ASSOCIATION

Be it resolved by the Council of the City of El Segundo as follows:

WHEREAS, the City Council of the City of El Segundo has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the City Council of the City of El Segundo has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of El Segundo of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

WHEREAS, the City Council of the City of El Segundo has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of the Supervisory and Professional Employees’ Association.

- This benefit shall consist of Employer paying 4% of the normal member contributions as EPMC, and reporting the same percent (value) of the compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation.

- The miscellaneous employee will pay 3% of the normal member contributions.

- The safety employee will pay 5% of the normal member contributions.

- The effective date of this Resolution shall be November 3, 2012.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of El Segundo elects to pay EPMC, as set forth above.

Section 2: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

PASSED AND ADOPTED this 6th day of November, 2012.

________________________________________
Carl Jacobson,
Mayor
CERTIFICATION

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
CITY OF EL SEGUNDO )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 6th day of November, 2012, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 6th day of November, 2012.

Tracy Weaver, City Clerk
of the City of El Segundo,
California
(SEAL)

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By:
Karl H. Berger
Assistant City Attorney
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**TOTAL WARRANTS**  $ 2,385,035.62

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
Information on actual expenditures is available in the Director of Administrative Services office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.

For Approval: Regular checks held for City council authorization to release.

**CODES:**

R = Computer generated checks for all non-emergency/urgent payments for materials, supplies and services in support of City Operations.

A = Payroll and Employee Benefit checks

B-F = Computer generated Early Release disbursements and/or adjustments approved by the City Manager. Such as: payments for utility services, petty cash and employee travel expense reimbursements, various refunds, contract employee services consistent with current contractual agreements. In instances where prompt payment discounts can be obtained or when a situation arises that the City Manager approves.

H = Handwritten Early Release disbursements and/or adjustments approved by the City Manager.

**FINANCE DIRECTOR:**  
DATE: 10/29/12

**CITY MANAGER:**  
DATE: 10/30/12
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
10/04/12 THROUGH 10/25/12

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3,225,231.05

DATE OF RATIFICATION: 11/06/12
TOTAL PAYMENTS BY WIRE:
3,225,231.05

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer

Director of Finance

City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, October 16, 2012 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Jacobson at 5:00 PM

ROLL CALL

Mayor Jacobson - Present
Mayor Pro Tem - Present
Council Member Fisher - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

Mayor Jacobson announced that Council would be meeting in closed session pursuant to the items listed on the agenda.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -2- matter

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
Willmore vs. City of El Segundo, LASC Case No. YC067196

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b): -0- matter.
Initiation of litigation pursuant to Government Code §54956.9(c): -2- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -1-matters

Represented Group: Supervisory and Professional Employees Association (SPEA)
Negotiator: Greg Carpenter, City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-matters

Adjournment at 6:33 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, OCTOBER 16, 2012 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Jacobson at 7:00 PM

INVOCATION – Lee Carlile, Pastor – United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Fisher

PRESENTATIONS
a) Presentation by LAEDC to the Mayor and Council from the County Board of
Supervisors. Barbara Voss and Carrie Rodgers spoke on behalf of the LAEDC.

ROLL CALL

Mayor Jacobson - Present
Mayor Pro Tem - Present
Council Member Fisher - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per
person, 30 minute limit total) Individuals who have received value of $50 or more to
communicate to the City Council on behalf of another, and employees speaking on
behalf of their employer, must so identify themselves prior to addressing the City
Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
While all comments are welcome, the Brown Act does not allow Council to take action
on any item not on the agenda. The Council will respond to comments after Public
Communications is closed. None

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda
by title only.

MOTION by Council Member Fellhauer, SECONDED by Council Member Fisher to read
all ordinances and resolutions on the agenda by title only. MOTION PASSED BY
UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS
D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

1. Approved Warrant Numbers 2589412 - 2589673 on Register No. 1 in the total amount of $2,441,215.36 and Wire Transfers from 9/14/2012 through 10/04/2012 in the total amount of $2,338,443.82. Authorized staff to release. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Approved Regular City Council City Council Meeting Minutes of October 2, 2012.

3. Adopted Resolution No. 4794 for installation of fiber optic cable to the city facilities West of Sepulveda Boulevard, Project No. PW 12-08 and authorized the City Manager to solicit for bids. Approved Capital Improvement Project. (Fiscal Impact: $225,000.00)

4. Approved request for the El Segundo Police Department to accept and expend grant funds provided by the California Office of Traffic Safety (OTS) University of California, Berkley “Sobriety Checkpoint Grant.” (Fiscal Impact: $16,000.00 from OTS Grant Fund)

5. Approved the removal of directional traffic barriers on Holly Avenue at Washington Street and Kansas Street (Fiscal Impact: None)

6. Waived bidding requirements per ESMC § 1-7-11 and authorized the purchase of sixteen (16) Panasonic Toughbook MDC’s and related accessories from the SBRPCA using equipment replacement funds. (Fiscal Impact: $87,910.00)

7. Waived bidding requirements per ESMC § 1-7-11 and authorized the City Manager to execute such documentation, Contract No. 4330, in a form approved by the City Attorney, needed to use State of California contract for Fleet Fuel Cards with U.S. Bank/Voyager Fleet Card Services Systems Inc. (“Voyager”) (Fiscal Impact: Included in Adopted Budget)

8. Awarded Contract No. 4335 to Karabuild Development, Inc for construction of 30 homes related to Project No. RSI 12-09 (Group 46 of the City’s Residential Sound installation Program). Authorized the City Manager to execute a contract in a form approved by the City Attorney.
9. Granted Omar Taha Construction’s request to withdraw its bid due to a mathematical error in accordance with Public Contract Code Section 5101. (Fiscal Impact: None)

MOTION by Council Member Fellhauer, SECONDED by Mayor Pro Tem Fuentes to approve Consent Agenda items 1, 2, 3, 4, 5, 6, 7, 8, and 9. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

NEW BUSINESS

REPORTS – CITY MANAGER – Announced trial program of Dial-a-Ride service to Doctor appointments.

REPORTS – CITY ATTORNEY - None

REPORTS – CITY CLERK - None

REPORTS – CITY TREASURER - None

REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – Attended League of California Cities meeting and Independent Cities Association meeting.

Council Member Atkinson – Attended the 14th Annual West Basin Water Harvest.

Council Member Fisher – None

Mayor Pro Tem Fuentes – Thanked LAEDC for recognizing El Segundo. Attended Legislative Breakfast and Quarterly Small Business and Job Creation Citizens Job Creation Advisory Committee meeting, and South Bay Council of Governments meeting. Commended the El Segundo Police Department and ROAD on their Drug Identification training at the High School.

Mayor Jacobson – Spoke on Consent Item 5 regarding the removal of directional traffic barriers on Holly Avenue and Washington and Kansas Streets.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed. None

MEMORIALS – None

CLOSED SESSION - None

ADJOURNMENT at 7:19 PM

Tracy Weaver, City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding the close out of the Urban Areas Security Initiative ("UASI") grant for Program Year 2008, and related contract amendment. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Manager to sign a Supplemental Agreement with the City of Los Angeles who serves as grant administrator for the UASI 2008 grant program;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
First Supplemental to Agreement Number C-116739

FISCAL IMPACT: None

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ORIGINATED BY: Lisa LeCates, Sr. Management Analyst
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Urban Areas Security Initiative grant program provides federal grant funds through the Department of Homeland Security, Office of Grants and Training. Eligible fire department projects are applied for through the Los Angeles Area Fire Chiefs group, with the goal of funding programs that benefit the region.

In 2007 and 2008, the City accepted grant funding under the UASI 2006 program for breathing equipment and Urban Search and Rescue (USAR) training. In 2009, the City accepted grant funding through the UASI 2008 program for additional breathing equipment and training. Under the 2008 grant, the El Segundo Fire Department was able to: 1) outfit remaining uniformed personnel with the same state-of-the-art breathing equipment purchased under the 2006 grant program, 2) send more members to complete their USAR training certifications, 3) have a Captain on each shift trained in the region’s Terrorism Liaison Officer program, and 4) secure additional breathing equipment called Rapid Intervention Team packs for rescuing a downed firefighter.

The City of Los Angeles, who serves as grant administrator for the region, has submitted a contract amendment to each of the sub-recipients of the UASI 2008 grant. This amendment finalizes the close-out date of the grant, and documents the dollars spent. Staff has reviewed the
Supplemental Agreement and recommends execution of the agreement to close out the 2008 UASI grant program.
FIRST AMENDMENT TO CONTRACT NUMBER C-116739 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE CITY OF EL SEGUNDO

THIS FIRST AMENDMENT to Contract Number C-116739 ("First Amendment")
is made and entered into by and between the City of Los Angeles, a municipal
corporation (the "City"), and the City of El Segundo, a municipal corporation (the
"Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the City and the Subrecipient entered into that certain City of Los
Angeles Contract Number C-116739 (the "Agreement") related to the Fiscal Year 2008
Urban Areas Security Initiative Grant ("UASI 08"), whereby the City agreed to disburse
UASI 08 grant funds to the Subrecipient in accordance with the UASI 08 approved
budget and Subrecipient agreed to use the grant funds to address the unique planning,
equipment, training, organization and exercise needs of the area, to assist in building an
enhanced and sustainable capacity to prevent, protect against, respond to, and recover
from threats or acts of terrorism, such Agreement having a term of October 22, 2008
through February 28, 2011 with an allocation of UASI 08 grant funds to the Subrecipient
in the amount of One Hundred Fifty-Eight Thousand, Four Hundred Eighty-Six Dollars
($158,486.00), and the execution of said Agreement having been authorized by the Los
Angeles City Council (C.F. #08-0901, 3/31/09, 7/22/09); and

WHEREAS, on or about April 21, 2011, the California Emergency Management
Agency ("CalEMA") approved a reallocation of UASI 08 Funds such that Subrecipient's
UASI 08 funding was decreased in the amount of Thirty-Eight Thousand, Eight Hundred
Fifty Dollars ($38,850.00) and reallocated to the City of South Pasadena for the
purchase of interoperable communications equipment and SCBA equipment (the
"Interoperability Modification"), such Interoperability Modification having been approved
by the Los Angeles City Council (C.F. #08-0901, 11/16/11); and

WHEREAS, on or about June 3, 2011, CalEMA extended the performance period
deadline for UASI 08 from May 31, 2011 to November 30, 2011 (the "Grant Extension"),
such Grant Extension having been approved by the Los Angeles City Council (C.F. #08-
0901, 11/16/11); and

WHEREAS, on or about August 23, 2011, CalEMA approved a reallocation of the
UASI 08 funds such that Subrecipient's UASI 08 funding was decreased in the amount
of Thirty-Nine Thousand, Six Hundred Forty-One Dollars ($39,641.00) and reallocated
to the City of Santa Monica for the purchase of Urban Search and Rescue ("USAR"
equipment and a contingency project ("USAR Modification"), such USAR Modification
having been authorized by the Los Angeles City Council (C.F. #08-0901, 11/16/11); and
WHEREAS, at the end of the applicable performance period deadline for UASI 08, Subrecipient had not expended Three Thousand, Three Hundred Twenty-Seven Dollars ($3,327.00) (the “Cost Savings”) of its allocated UASI 08 funds and, such Cost Savings amount being deemed a cost savings, Subrecipient’s UASI 08 grant allocation was decreased by the Costs Savings resulting in a total allocated amount of UASI 08 funds to Subrecipient of Seventy-Six Thousand, Six Hundred Sixty-Eight Dollars ($76,668.00), such Cost Savings modification having been authorized under Section 14.8 of the Los Angeles Administrative Code (“Section 14.8”); and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City, through its Office of the Mayor, Office of Homeland Security and Public Safety (“Mayor’s Office”), which has been designated by the City to administer the Agreement and the projects contemplated therein, and the Subrecipient each desires to enter into this First Amendment for the purpose of amending and/or modifying the Agreement to (a) modify Subrecipient’s UASI 08 funding under the Agreement to reflect the Interoperability Modification, the USAR Modification and the Cost Savings, (b) extend the term of the Agreement to November 30, 2011 in accordance with the Grant Extension and (c) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Amendment and as authorized by the Los Angeles City Council and Section 14.8; and

WHEREAS, this First Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Subrecipient hereby covenant and agree that the Agreement be amended effective February 27, 2011 as follows:

1. Section 201 of the Agreement entitled “Time of Performance” is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"The term of this Agreement shall commence on October 22, 2008 and end November 30, 2011 and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein."

2. Paragraph A of Section 301 of the Agreement entitled “Payment of Grant Funds and Method of Payment” is hereby amended in its entirety to read as stated within the quotation marks in the following paragraph:

"The City of Los Angeles shall disburse to City of El Segundo the grant amount of Seventy-Six Thousand, Six Hundred Sixty-Eight Dollars ($76,668.00) (“Grant Amount”) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in
Section 202 above. Such Grant Amount represents the amount allocated to City of El Segundo in the FY 08 UASI grant and budget, as may be amended."

Such amendment decreases the original allocation under the Agreement to reflect the Interoperability Modification, USAR Modification and Cost Savings.

3. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect by way of this First Amendment.

4. Due to the need for Subrecipient's services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this First Amendment. To the extent that said services were performed in accordance with the terms and conditions of this First Amendment, those services are hereby ratified.

5. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This First Amendment includes four (4) pages which constitute the entire understanding and agreement of the parties with respect to the matters set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this First Amendment to be executed by their duly authorized representatives.

First Amendment, UASI 08
City of Los Angeles and City of El Segundo
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<td>ANTONIO R. VILLARAIGOSA, Mayor</td>
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<td>By</td>
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<tr>
<td>Deputy City Attorney</td>
<td>Antonio R. Villaraigosa, Mayor</td>
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City Business License Number: ________________________________
Internal Revenue Service ID Number: __________________________
Council File/OARS File Number: ______________ Date of Approval ____________
City Contract Number ________________
AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution to approve a Youth Employment Plan in accordance with the Los Angeles County Regional Park and Open Space District’s Procedural Grant Guide for Youth Employment Policy. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Adopt Resolution.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Resolution

FISCAL IMPACT: None
Amount Budgeted: $N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Vina Ramos, Administrative Analyst
REVIEWED BY: Bob Cummings, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On August 16, 2011, Resolution No. 4730 was adopted to authorize the City Manager to apply for, receive and appropriate grant funds of $150,000 from the Los Angeles County Regional Park and Open Space District (RPOSD) Excess Funds Grant Program. Grant appropriations were approved for the Recreation Parks Rehabilitation Project, which includes refurbishment of courts, replacement of park fencing, and upgrade of court lights. The City received the fully executed Project Agreement from RPOSD and in August of 2012, refurbishment of courts and replacement of park fencing were completed by hired contractors.

Before receiving any reimbursements for the completed projects, the RPOSD advised the Recreation and Parks Department that a Youth Employment Plan must be adopted (even if the plan is to not employ youth). According to the Procedural Grant Guide for Youth Employment Policy, youth from the community may be employed for tasks that can be performed by youth. If applicable, the City must give first priority to the employment of at-risk youth and allocate ten percent of the total grant amount for at-risk youth employment.
Due to the nature of the Recreation Park Rehabilitation Project, licensed contractors, skilled laborers and construction equipment are required to complete the work. While the Recreation and Parks Department regularly employs over 100 youth, participates in Youth Community Programs and Eagle Scouts projects, staff has determined that it is not feasible to utilize youth for this project.

To comply with the RPOSĐ's requirements, staff recommends the City Council to adopt a Resolution that at-risk youth will not perform any part of the construction and development of the Recreation Park Rehabilitation Project.
RESOLUTION NO. _______

A RESOLUTION APPROVING THE ADOPTION OF A YOUTH EMPLOYMENT PLAN FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (EXCESS FUNDS) GRANT PROGRAM FOR RECREATION PARK REHABILITATION GRANT NO. 58D2-12-2268

The City Council of the city of El Segundo does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. The people of County of Los Angeles on November 3, 1992 and on November 5, 1996, enacted Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection (the Propositions), which, among other uses, provides funds to public agencies and nonprofit organizations in the County for the purposes of acquiring and/or developing facilities and open space for public recreation; and

B. The District’s procedures require the City to adopt, by resolution, a Youth Employment Plan at a duly noticed public meeting; and

C. The City certifies, through this resolution, that the attached Youth Employment Plan is approved for submission to the District.

SECTION 2: The City Clerk is directed to certify the adoption and record this Resolution in the book of the City’s original resolutions; and make a minute of the adoption of the Resolution in the City Council’s records and the minutes of this meeting.

SECTION 3: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 6th day of November, 2012.

Carl Jacobson,
Mayor
STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  )   SS
CITY OF EL SEGUNDO   )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. __________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 6th day of November, 2012, and the same was so passed and adopted by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

______________________________
Tracy Weaver,
City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: ___________________________
    Karl H. Berger
    Assistant City Attorney
Background:

The City of El Segundo received funds pursuant to the Safe Neighborhood Park Propositions (Proposition A) of 1992 and 1996 to fund the above named project. The project includes refurbishment of recreation courts, replacement of park fencing, and upgrade of court lights.

Youth Employment Plan:

The nature of this project requires skilled laborers; therefore youth will not perform any part of the construction and development of this project.

Estimated Cost of Youth Employment:

The cost of youth employment is not applicable to this project.
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to sign and enter into an agreement, reviewed by the City Attorney, with the American Red Cross to use the Joslyn Community Center and the Gordon Clubhouse facilities as emergency shelters in the event of a disaster in El Segundo. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to sign and enter into an agreement, reviewed by the City Attorney, with the American Red Cross to use the Joslyn Community Center and the Gordon Clubhouse facilities as emergency shelters in the event of a disaster in El Segundo;
2. Alternatively, discuss and take other actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. American Red Cross Shelter Agreement Facility List
2. Facility List

FISCAL IMPACT: None

Amount Budgeted: None
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kevin S. Smith, Fire Chief
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo has made disaster preparedness within the community a priority. To that end, the City’s Council; Disaster Council; and staff are continually seeking opportunities to improve the City’s overall preparedness to respond to and recover from potential disasters. There is a need for approved emergency shelters in the community. The American Red Cross (ARC) is known to be the authority in approving and establishing shelters. Staff has recently coordinated a meeting between the El Segundo Unified School District and the ARC which resulted in an agreement between the two agencies that allows the ARC to use two school facilities as emergency shelters for the benefit of the community in a disaster. The need for emergency shelters could potentially far out weigh the capacity of the two facilities owned by the school. Therefore, staff recommends that the City of El Segundo enter into an agreement with the ARC to allow the use of the Joslyn Community Center and the Gordon Clubhouse as emergency shelter facilities. There is no fiscal impact to the City of El Segundo for entering into an agreement to allow the use of the City facilities. However, the agreement does stipulate that
the ARC may request that the City make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter if these resources are available.
American Red Cross
Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: __________________________ Facility: __________________________

Parties and Facility

Owner:
Legal name: City of El Segundo
Chapter: __________________________
24-Hour Point of Contact:
Name and title: Greg Carpenter, City Manager
Address for Legal Notices:
350 Main Street, El Segundo, CA 90245

Red Cross:
Legal name: The American National Red Cross
Chapter: Los Angeles Region
24-Hour Point of Contact:
Name and title: After Hours Unit: Ask for Chapter Disaster Duty Officer
Work phone: 855-891-7325    Cell phone/pager: __________________________
Address for Legal Notices:
11355 Ohio Ave., Los Angeles, CA 90025

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement)
See attached facility list.

Rev. 12-07
Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.

2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the *Facility/Shelter Opening/Closing Form*, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.

4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.

5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. **Security:** In coordination with the Facility Coordinator, the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.

8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the *Facility/Shelter Opening/Closing Form* to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

   a. **Damage to the Facility or other property of Owner,** reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among
b. Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross’s use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross’s use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

<table>
<thead>
<tr>
<th>Utility</th>
<th>Owner initials</th>
<th>Red Cross initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td></td>
<td></td>
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<tr>
<td>Gas</td>
<td></td>
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<tr>
<td>Electricity</td>
<td></td>
<td></td>
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<tr>
<td>Waste Disposal</td>
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<td></td>
</tr>
</tbody>
</table>

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers’ Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers’ Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence or wrongful acts of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

13. Compliance with Law: RED CROSS will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Red Cross’s use of Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of RED CROSS in any action or proceeding against RED CROSS, whether OWNER be a party thereto or not, that RED CROSS has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between OWNER and RED CROSS.

14. Acceptance of Facsimile or Electronic Signatures: The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Such facsimile or electronic signature will be treated in all respects as having the same effect as an original signature.

15. Governing Law: This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Los Angeles County.
16. **Partial Invalidity:** Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

17. **Entire Agreement:** This instrument and its Attachments constitute the sole agreement between OWNER and RED CROSS respecting Property, the use of Property by RED CROSS, and the specified License term, and correctly sets forth the obligations of OWNER and RED CROSS. Any agreement or representations respecting Property or its licensing by OWNER to RED CROSS not expressly set forth in this instrument are void.

18. **Construction:** The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

19. **Authority/Modification:** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. OWNER’s OWNER manager, or designee, may execute any such amendment on behalf of OWNER.

20. **Counterparts:** This License may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

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**CITY OF EL SEGUNDO**

Owner (legal name)

By (signature)
Greg Carpenter

Name (printed)
City Manager

Title

Date

---

**THE AMERICAN NATIONAL RED CROSS**

(legal name)

By (signature)
Scott Underwood

Name (printed)
Director, Emergency & Disaster Response

Title

Date 1/5/12
1. Joslyn Community Center  
   339 Sheldon St.  
   El Segundo, CA 90245  

2. Gordon Clubhouse  
   300 Pine Ave.  
   El Segundo, CA 90245
AGENDA DESCRIPTION:

Consideration and possible action to receive and file this report regarding the emergency repair of the fuel pumps at the Maintenance Yard. (Fiscal Impact: $1,158.68)

RECOMMENDED COUNCIL ACTION:

1. Receive and file this report regarding the emergency repair of the fuel pumps at the Maintenance Yard.

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $1158.68
Additional Appropriation: N/A Funds Available in the Government Buildings Maintenance Budget
Account Number(s): 001-400-2601-6215 (Government Buildings Budget: Repair and Maintenance)

ORIGINATED BY: Ron Fajardo, General Services Manager
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On August 28, 2012, two of the unleaded fuel pumps at the Maintenance Yard became inoperable and stopped dispensing fuel. Due to the need to provide fuel for City’s extensive fleet of vehicles, including police and fire, it was determined that an emergency repair was needed and could be performed by a company that specializes in pump repairs to restore operations quickly. Fleming Environmental was called out and subsequently diagnosed that a bad pressure relief check valve and electrical wire were the causes of the problem. The service technician repaired both items, performed testing of the repairs, and restored the operation of the fuel pumps. On September 9, 2012, a second repair was needed due to a snagged the fuel nozzle on one of the gas pumps which separated it from the hose at its break-away connection. Once again, Fleming Environmental was called in to repair the damaged hose and place the pump back in operation.

El Segundo Municipal Code Section 1-7-12 requires that staff provide a report of emergency repair to City Council. Staff recommends that City Council receive and file this report.
AGENDA DESCRIPTION:
Consideration and possible action regarding authorizing the recording of the Notice of Completion and authorizing the City Manager to accept completion of work for 42 homes related to the City’s Residential Sound Insulation Program’s Group 43 (Project No. RSI 12-02). (Final Contract Amount: $1,517,879.19)

RECOMMENDED COUNCIL ACTION:
1. Authorize the City Clerk to file the City’s Planning and Building Safety Director’s Notice of Completion in the County Recorder’s Office;
2. Authorize the City Manager, or designee, to close out Project No. RSI 12-02; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Planning and Building Safety Director’s Notice of Completion
2. List of homes included in Groups 43

FISCAL IMPACT: Included in Adopted Budget

Amounts Budgeted: $1,705,828.30
Additional Appropriation: N/A
Account Number(s): 116-400-0000-8960

ORIGINATED BY: James S. O’Neill, Program Manager
REVIEWED BY: Sam Lee, Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
This project is part of the City’s Residential Sound Insulation (RSI) Program financed by federal grants from the Federal Aviation Administration (FAA) and the settlement agreement with Los Angeles World Airports (LAWA).

The RSI Program offers modifications to owners of qualifying residential property in the City of El Segundo that reduce interior sound levels of noise generated by air traffic from neighboring Los Angeles International Airport (LAX).

At its meeting on March 20, 2012 the City Council awarded a construction contract to Big West Construction Corporation for construction at 42 homes, commonly referred to as Group 43 of the RSI Program.

The work has now been completed and the final contract amount is $1,517,879.19.
City Council is reminded that eighty percent (80%) of costs associated with the Residential Sound Insulation Program are covered by federal grant funding from the Federal Aviation Administration (FAA). This remains a funding source until those funds identified in the Grant Implementation Plan to the City of Los Angeles are exhausted. Remaining expenses, except for elective “Owner Upgrades” selected by property owners, are paid for by funding received as part of the settlement agreement with LAWA.
NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Residential Sound Insulation Program – Group 43
Project No.: RSI 12-02

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of interest stated below in the property hereinafter described.
2. The project owner’s name is: City of El Segundo
3. The full addresses of the project are: attached as Exhibit A and incorporated by reference
4. The nature of the interest of the owner is:
5. A work of improvement on the property hereinafter described was field reviewed by City representatives on: see attached Exhibit A
6. The work done was: Residential Sound Insulation Program Improvements
7. On November 6, 2012, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
8. The name of the Contractor for such work of improvement was: Big West Construction Corporation
9. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows: Private Residence(s) listed in Exhibit A
10. The street address of said properties are: set forth in Exhibit A

Dated: ____________________________  
Sam Lee  
Planning and Building Safety Director

VERIFICATION

I, the undersigned, say: I am the Director of Planning and Building Safety of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on ______________________ at El Segundo, California.

______________________________  
Sam Lee  
Planning and Building Safety Director
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<th>Project Address</th>
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<tbody>
<tr>
<td>43.01</td>
<td>309 A West Sycamore Avenue</td>
</tr>
<tr>
<td>43.02</td>
<td>309 West Sycamore Avenue</td>
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<td>43.03</td>
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<td>435 W. Maple Ave</td>
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<td>228 W. Maple Ave</td>
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<tr>
<td>43.06</td>
<td>728 Loma Vista Street</td>
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<tr>
<td>43.07</td>
<td>711 W. Palm Ave.</td>
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<tr>
<td>43.08</td>
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<td>1014 East Imperial Avenue, Unit 1</td>
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<td>43.42</td>
<td>903 Main Street, Unit 12</td>
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</table>
AGENDA DESCRIPTION:

Consideration and possible action to 1) adopt a resolution of intent to approve an amendment to the contract between the California Public Employees’ Retirement System (CalPERS) and the City of El Segundo to provide Government Code § 20475 (Different Level of Benefits for the 2% @ 60 formula) for Local Miscellaneous Members entering into membership after the effective date of the Contract; 2) introduce and waive first reading of an ordinance amending the contract between the City and CalPERS; 3) schedule second reading and adoption for December 4, 2012; and 4) take such additional, related, action that may be desirable. (Fiscal Impact: None for Fiscal Year 2012/13).

RECOMMENDED COUNCIL ACTION:

1. Adopt the Resolution of Intention;
2. Introduce and waive the First Reading of the Ordinance. Second reading and adoption is scheduled for December 4, 2012;
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution of Intention
2. Ordinance
3. CalPERS Exhibit – Amendment to Contract

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Deborah Cullen, Director of Finance/Human Resources
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo contracts with the California Public Employees’ Retirement System (CalPERS) in order to provide pension benefits to City employees. Agency benefits provided are based upon the City Council’s contract with the CalPERS Board of Administration. Contract amendments complying with all applicable PERS laws and regulations can be made to modify benefits. Currently, Memoranda of Understanding (MOU’s) have been negotiated with all represented miscellaneous employee units to provide a Two-Tier retirement formula for miscellaneous employees. There are various steps and legal requirements to implement a contract amendment with CalPERS, including the passage and adoption of an Ordinance authorizing the contract amendment, an approved Resolution of Intention specifying the proposed changes to the contract, and compliance with all applicable Government Code provisions and CalPERS timelines.
Two-Tier Retirement Formula for Miscellaneous CalPERS Members
Government Code § 21353 (2% @ 60); Government Code § 20475 (Different Level of Benefits)

The CalPERS retirement formula for Miscellaneous employees is currently 2% @ 55. The current
MOU’s for the City Employees’ Association (CEA), the Police Support Services Association
(PSSEA), and the Supervisory and Professional Employees’ Association (SPEA) include provisions
to implement a second tier retirement formula of 2% @ 60, in accordance with Government Code
§21353, for employees hired on or after the date of the contract amendment with PERS. Per
Government Code §20475, a second tier of benefits with a lower benefit formula can only apply to
new hires after the effective date of the contract. Additionally, this new retirement formula will
apply to unrepresented positions in the Management/Confidential group, as well as Executives. The
2% @60 formula will only be applicable to new hires who are lateral transfers from other PERS
agencies. Due to AB340, the Public Employees’ Pension Reform Act of 2013 (PEPRA), all new
hires after January 1, 2013 who are not current CalPERS Members will be hired under the 2% @ 62
retirement formula.

Timeline and Requirements

Government Code § 20741 requires a twenty (20) day period between the adoption of the Resolution
of Intention and the Second Reading and Adoption of the Ordinance. Additionally, based upon
PEPRA, which will take effect January 1, 2013, CalPERS is requiring that all previously negotiated
Two-Tier formulas be implemented prior to December 31, 2012.

Based on the required 20-day waiting period, if the Resolution of Intention is adopted at the Council
Meeting of November 6, 2012, the Ordinance will be scheduled for second reading and adoption at
the December 4, 2012 meeting. At that time, staff will also recommend that the City Council adopt
an urgency ordinance to make the CalPERS contract amendment immediately effective. Adopting
both a "regular" ordinance and an urgency ordinance will ensure that the CalPERS contract
amendment becomes effective before the January 1, 2013 deadline.

Disclosure of the Cost of this Contract Amendment/Fiscal Impact
Government Code § 7507

Government Code §7507 requires that the future annual costs or benefit change of the proposed
contract be made public at least two weeks before adopting a final ordinance:

There will be no immediate rate impact from this amendment. Decreases in the employer rate will
occur as employees are hired into the Second Tier. Any decreases in the employer miscellaneous rate
are based upon the impact of hiring employees into the second level of benefits (2% @ 60) for Local
Miscellaneous Employees. The employer rate reduction will occur gradually, beginning on July 1,
2015, if there are second tier employees hired on or before June 30, 2013. Due to the annual
actuarial valuation process that CalPERS uses, impacts to employer contribution rates take effect
two years following the end of the fiscal year in which changes occur.
RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF EL SEGUNDO

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: ______________________________
Presiding Officer

__________________________________
Title

Date adopted and approved

(Amendment) CalPERS ID# 2657082566
CON-302 (Rev. 4/96)
ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT WITH THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and determines as follows:

A. On September 12, 2012, the Governor signed Assembly Bill 340 which, among other things, implemented the California Public Employees' Pension Reform Act of 2013 (the “Act”);

B. The Act will become effective on January 1, 2013. Upon BECOMING effective, the Act will make numerous changes to the California Public Employees Retirement System (“PERS”);

C. The City Council believes that it is necessary to make certain changes to the City's agreement with the California Public Employees Retirement System before January 1, 2013;

D. On November 6, 2012, the City Council adopted Resolution No. _____ in conformance with Government Code § 20469 regarding its intention to amend the Agreement with the California Public Employee Retirement System (“PERS”);

E. Resolution No. _____ stated the City’s intent to amend its PERS Agreement (“Amendment”) by implementing a second tier retirement formula of 2% @ 60, in accordance with Government Code § 21353, for employees hired on or after the date of the contract amendment with PERS.;

F. More than twenty (20) days passed since the City Council adopted Resolution No. _____;

G. It is in the public interest to adopt this ordinance for the purpose of protecting the public health, safety, and welfare including, without limitation, the well-being of City employees and retirees.

SECTION 2: The Amendment attached as Exhibit “A,” and incorporated by
reference, is approved. The City Manager, or designee, is authorized to execute the Amendment and all ancillary documents required to implement the Amendment.

SECTION 3: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 4: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 5: This Ordinance will become effective thirty (30) days after its adoption.

PASSED AND ADOPTED this ____ day of November, 2012.

Carl Jacobson, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: Karl H. Berger, Assistant City Attorney
AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of El Segundo


A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective October 6, 2012, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, age 50 for local police members entering membership in the police classification on or prior to October 6, 2012, age 55 for local fire members and for those local police members entering membership for the first time in the police classification after October 6, 2012.

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1943 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
(d) Public Agency’s election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency’s election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.

(e) Public Agency’s election to assign this Contract without the prior written consent of the CalPERS’ Board of Administration.

(f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees’ Retirement Law.

(g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   **NO ADDITIONAL EXCLUSIONS**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for service on and after July 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

8. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member entering membership in the police classification on or prior to October 6, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

11. The percentage of final compensation to be provided for each year of credited current service as a local police member entering membership for the first time in the police classification after October 6, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).

12. Public Agency elected and elects to be subject to the following optional provisions:

a. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.

b. Section 21571 (Basic Level of 1959 Survivor Benefits) for local miscellaneous members only.

c. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

d. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.
e. Section 21024 (Military Service Credit as Public Service).

f. Section 20042 (One-Year Final Compensation).

g. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.

h. Section 21548 (Pre-Retirement Option 2W Death Benefit).

i. Section 20903 (Two Years Additional Service Credit).

j. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21353.1 (3% @ 55 Full and Modified formula) for local fire members.

The employee cost sharing contributions are 3%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond May 19, 2021. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 2.591% of payroll.

k. Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) is applicable to local police members entering membership for the first time in the police classification after October 6, 2012.

Section 21353 (2% @ 60 Modified formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of ______________, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF EL SEGUNDO

BY
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY
PRESIDING OFFICER

Witness Date

Attest:

Clerk

AMENDMENT CalPERS ID #2657082558
PERS-CON-702A
AGENDA DESCRIPTION:

Consideration and possible action regarding the recommendation to implement a temporary surcharge to design and construct the City’s One Stop Permit Center. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Direct staff to initiate the study and bring back a fee resolution to adopt a temporary surcharge in order to design and construct the City’s One Stop Permit Center.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: None

- Amount Budgeted: N/A
- Additional Appropriation: N/A
- Account Number(s): N/A

PREPARED BY: Dave Atkinson, Council Member
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

In the wake of the current financial standing of the City of El Segundo, the City has deferred the construction of the City’s One Stop Permit Center for several years. The current customer counter area went through a minor alteration in 2005 where existing counters received a new formica surface and additional counter spaces were created in the customer waiting area. But there hasn’t been a major remodel for decades. Two main obstacles that prevent staff from providing better service to our customers are the fact that our departments are physically located in different areas and our customer service area does not have adequate meeting space where staff and the applicant can meet to resolve development related issues.

As presented at this year’s strategic planning session, all of the City’s Development Team (Planning, Fire, Building & Safety, Public Works, Recreation & Parks, and Police department) can be situated at the El Segundo Permit Center. Customers will be able to go to one place (El Segundo Permit Center) to complete all development related businesses. Adaptable conference rooms will allow various departmental staff to work together, cross-train each other, and provide service seamlessly to complete plan checks and issue permits.

The surcharge will be collected from customers that are directly using the permit center and will ultimately benefit them for years to come. The collected fee can be placed in an escrow account where
the money will only be used to build the new El Segundo Permit Center. The surcharge would expire once adequate funds had been collected to fund the new Permit Center.