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.

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 19, 2019 – 4:30 PM
(Please note time change for Closed Session)

4:30 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(d)(1)): -3- matters

1. Galloway v. City of El Segundo, Los Angeles Superior Court Case No. BC709378

2. Whitehead v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 11048959

3. Hatcher v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ (To Be Assigned)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -1- matter.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matters

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

PUBLIC EMPLOYMENT (Gov’t Code § 54957) -1- matter

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): 6-matters

1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriquez, City Manager, Greg Carpenter and Human Resources Director.
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBER –
350 MAIN STREET

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 19, 2019 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Carlile, United Methodist Church

PLEDGE OF ALLEGIANCE – Council Member Brann

PRESENTATIONS
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.

CITY COUNCIL COMMENTS – (Related to Public Communications)

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 to receive and file a presentation by Ignited, LLC, of the finalized recruitment marketing campaign for the Police Department.
   (Fiscal Impact: None)

   Recommendation – 1) Receive and file; 2) Alternatively, discuss and take other action related to this item.

2. Consideration and possible action to receive and file a presentation by the Police Department on the implementation of a traffic plan and street closures of the 1100 to 1200 block of East Acacia and surrounding neighborhood during the 2018 annual holiday lights event, commonly known as Candy Cane Lane.
   (Fiscal Impact: $45,291)

   Recommendation – 1) Presentation from the Police Department on the closure of the 1100 - 1200 block of East Acacia Avenue nightly from December 8, 2018 to December 24, 2018, for the annual Candy Cane Lane event; 2) Alternatively, discuss and take other action related to this item.
3. Consideration and possible action to receive and file a report on Accessory Dwelling Unit (ADU) plan checks and permits since adoption of the ADU ordinance in July, 2017 (18 month review).  
(Fiscal Impact: None)
Recommendation – 1) Receive and file report regarding ADU permits; 2) Alternatively, discuss and take other action related to this item.

4. Consideration and possible action to (1) receive an update regarding efforts to introduce shared mobility (bicycles, electric scooters, etc.) services in El Segundo; and (2) provide direction to staff regarding a potential pilot program, including coordination with the South Bay Cities Council of Governments (South Bay COG).  
(Fiscal Impact: $3,000.00)
Recommendation – 1) Receive a status update on the City’s efforts to initiate a shared mobility pilot program; 2) Provide direction to staff regarding a potential pilot program, including coordination with the South Bay COG; 3) Alternatively, discuss and take other action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

5. Consideration and possible action recommended by the Environmental Committee to adopt a Resolution opposing new Off-Shore Drilling, including opposing new leases for oil and gas activities off the California coast pursuant to the federal government’s proposed 2019-2024 National Outer Continental Shelf Program  
(Fiscal Impact: None)
Recommendation – 1) Adopt a Resolution to protect El Segundo’s coast from offshore oil and gas drilling and exploration, in opposition to the proposed National Outer Continental Shelf Program; 2) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action recommended by the Environmental Committee to adopt a Resolution opposing proposed state legislation to maintain local control of energy solutions in opposition to the zero-emissions buildings and sources of heat energy.  
(Fiscal Impact: None)
Recommendation – 1) City Council to adopt a Resolution for the City to support and preserve consumer energy choice; 2) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action recommended by the Library Board regarding implementation of a Fine Forgiveness Month at the El Segundo Public Library beginning Monday, April 1, 2019 and ending Tuesday, April 30, 2019 for purposes of removing barriers to library services and allowing the El Segundo Public Library to recover library materials which may not otherwise be returned for use by other customers.  
(Fiscal Impact: The El Segundo Public Library’s average monthly revenue from overdue fines and fees is $1666. In addition, library staff estimate that at least $10,000 in overdue fees could be waived during Fine Forgiveness Month. The lost revenue is offset, to some extent, by the return of overdue materials. It also must be recognized that a significant portion of the lost revenue would never have been collected.)

Recommendation – 1) Receive and file presentation by Library Board of Trustees members; 2) Direct the Library Director to waive fines and fees for overdue books returned during Fine Forgiveness Month or as requested from library card holders from April 1, 2019 through April 30, 2019; 3) Alternatively, discuss and take other action related to this item.

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.

8. Warrant Numbers 3025056 through 3025144 on Register No. 11a in the total amount of $1,618,907.22 and Wire Transfers from 2/25/19 through 3/3/19 in the total amount of $598,149.68. Warrant Numbers 3025145 through 3025268 and 900824 through 9000862 on Register No. 11b in the total amount of $428,867.51 and Wire Transfers from 3/4/19 through 3/10/19 in the total amount of $789,465.84.

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.

9. Special City Council Meeting Minutes of March 5, 2019 and Regular City Council Meeting Minutes of March 5, 2019.

Recommendation – 1) Approval
10. Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Police Support Services Employees’ Association (PSSEA); 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU.  
Recommendation – 1) Approve the Labor Agreement; 2) Adopt the Resolution approving the Memorandum of Understanding; 3) Adopt Resolution approving changes to the medical premium pursuant to MOU; 4) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo City Employees’ Association; 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU.  
(Fiscal Impact: $228,988 for FY 2018-19, $690,354 for FY 2019-20, $820,146 for FY 2020-21, $974,317 for FY 2021-22, and $1,012,452 for FY 2022-23)  
Recommendation – 1) Approve the Labor Agreement; 2) Adopt the Resolution approving the Memorandum of Understanding; 3) Adopt Resolution approving changes to the medical premium pursuant to MOU; 4) Alternatively, discuss and take other action related to this item.

12. Consideration and possible action regarding a request to allow a new restaurant (JETTA) to serve beer and wine for on-site consumption. JETTA is located at 243 Main Street, within the Downtown Specific Plan area. Environmental Assessment (Exemption pursuant to California Environmental Quality Act). Applicant: SISSNME, LLC.  
(Fiscal Impact: None)  
Recommendation – 1) Receive and file this report without objecting to the issuance of the alcohol permit for the new restaurant at 243 Main Street; 2) Alternatively, discuss and take other action related to this item.

13. Consideration and possible action regarding an update since the implementation of the City’s Social Host Ordinance.  
(Fiscal Impact: None)  
Recommendation – 1) Receive and file; 2) Alternatively, discuss and take other action related to this item.
14. Consideration and possible action to approve Final Vesting Parcel Map No. 73137 for a four-unit commercial mixed-use condominium subdivision located at 123, 123A, 125, and 127 Nevada Street.  
(Fiscal Impact: N/A)  
Recommendation – 1) Approve Resolution approving and accepting Final Vesting Parcel Map No. 73137; 2) Authorize the appropriate City Officials to sign and record said Map; 3) Alternatively, discuss and take other action related to this item.

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

15. Consideration and possible action regarding Council consensus to cancel the Tuesday, April 2, 2019 City Council Meeting.  
(Fiscal Impact: None)  
Recommendation – 1) Approve cancellation of the April 2, 2019 City Council Meeting; 2) Alternatively, discuss and take other action related to this item.

16. Consideration and possible action to introduce an ordinance amending section 1-4-4A of the El Segundo Municipal Code ("ESMC") to change the Regular City Council Meetings held on the first and third Tuesday of every calendar month beginning time from five o'clock (5:00) p.m. to four o'clock (4:00) p.m. for closed session matters and interviews or appointments for committees, boards and commissions in the West Conference Room and change the beginning time of the seven o'clock (7:00) p.m. to six o'clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.  
(Fiscal Impact: None)  
Recommendation – 1) Introduce and waive first reading of the Ordinance; 2) Schedule second reading and adoption of the ordinance on April 16th, 2019; 3) Alternatively, discuss and take other action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS
Council Member Pimentel –

Council Member Nicol –

Council Member Brann –

Mayor Pro Tem Pirsztuk –

Mayor Boyles –

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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: 3/13/19

TIME: 2pm

NAME: [Signature]
AGENDA DESCRIPTION:

Consideration and possible action to receive and file a presentation by Ignited, LLC, of the finalized recruitment marketing campaign for the Police Department. (Fiscal Impact: None).

RECOMMENDED COUNCIL ACTION:

1. Receive and file;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: N/A

| Amount Budgeted: | $0 |
| Additional Appropriation: | N/A |
| Account Number(s): | N/A |

STRATEGIC PLAN:

Goal: 3(a) El Segundo is a City employer of choice and consistently hires for the future.

Objective: 2 The City provides a competitive environment and nimble hiring/onboarding process for its employees.

ORIGINATED BY: Jaime Bermudez, Police Captain

REVIEWED BY: Bill Whalen, Chief of Police

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In October 2018, City Council approved staff to contract with Ignited, LLC, a local marketing agency for the development of a recruitment campaign exclusively for the Police Department. As part of their research to develop a comprehensive plan, current El Segundo Police Officers from varied professional backgrounds and work assignments were interviewed regarding their personal motivations for applying with the El Segundo Police Department. Additionally, police officers were encouraged to provide qualities unique to the City and Police Department helpful in attracting both lateral and entry level police officers.

Through the creative development process, the campaign has been finalized and is ready for launch April 1, 2019. The plan includes the following features: 1. Online banners for desktop, and mobile devices. 2. Law enforcement print. 3. Google search. 4. Landing page. 5. Geofencing advertising. 6. Social, and 7. Outdoor billboard. The plan will also measure key metrics with the objective to
drive potential candidates to the newly designed landing page. Key indicators will measure traffic to the landing page, as well as number of clicks and total number of applications submitted.

RECOMMENDATIONS:

The Police Department recommends the City Council receive and file this report.
AGENDA DESCRIPTION:
Consideration and possible action to receive and file a presentation by the Police Department on the implementation of a traffic plan and street closures of the 1100 to 1200 block of East Acacia and surrounding neighborhood during the 2018 annual holiday lights event, commonly known as Candy Cane Lane. (Fiscal Impact: $45,291)

RECOMMENDED COUNCIL ACTION:
1. Presentation from the Police Department on the closure of the 1100 - 1200 block of East Acacia Avenue nightly from December 8, 2018 to December 24, 2018, for the annual Candy Cane Lane event; or,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: $45,292
Amount Budgeted: $0
Additional Appropriation: N/A – absorbed in current Department budgets
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 2 Support Community Safety and Preparedness
Objective: 1 El Segundo is a safe and prepared city

ORIGINATED BY: Carlos Mendoza, Captain
REVIEWED BY: Bill Whalen, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
During the 2017 holiday season, staff studied the effects of a full closure of the 1100 block of East Acacia Avenue in an attempt to mitigate traffic safety concerns voiced by the residents in the area. Based on the results of this study, the decision was made to implement a full closure of both 1100 and 1200 East Acacia Avenue for the duration of the 2018 holiday season. The following staff report is a summary of the activities that occurred during this time period. These results will be shared with the community at a town hall meeting at a date to be determined.

Utilizing Police Cadets, Police Service Officers, and a Police Sergeant, the El Segundo Police Department implemented a full closure of the 1100 and 1200 block of East Acacia from December 8, 2018 through December 24, 2018. Including the Police Sergeant, there were six personnel on
duty each of the evenings. There was a total of 446.50 hours worked on this event, for a fully burdened cost of $41,515.55. Every attempt was made to adjust schedules to minimize overtime; however, there was still a significant number of hours worked on overtime. Additionally, the Streets Department provided assistance with barricades, message boards, and road closure signs. These costs were $3,776.46.

The full closures ran from 6:00 PM through 10:00 PM each evening. The closures were established at Acacia Avenue/Center Street and Walnut Avenue/California Street. Persons who could show proof of residency were allowed to enter the street closures. Those entering the closed areas were escorted by an El Segundo Police Department vehicle in an effort to increase visibility. Those exiting the area were not escorted. The following is the nightly average for vehicles entering/exiting the closed areas:

**MONDAY-THURSDAY (Average)**

- Vehicles entering Walnut/California closure: 4.6
- Vehicles entering Acacia/Center closure: 13.8

- Vehicles exiting Walnut/California closure: 17.2
- Vehicles exiting Acacia/Center closure: 25

**FRIDAY-SUNDAY (Average)**

- Vehicles entering Walnut/California closure: 4.6
- Vehicles entering Acacia/Center closure: 7

- Vehicles exiting Walnut/California closure: 10.4
- Vehicles exiting Acacia/Center closure: 28

**CHRISTMAS EVE**

- Vehicles entering Walnut/California closure: 2
- Vehicles entering Acacia/Center closure: 7

- Vehicles exiting Walnut/California closure: 16
- Vehicles exiting Acacia/Center closure: 31

Although there were no reported vehicle/pedestrian conflicts, the number of unescorted vehicles exiting the 1100 block of East Acacia Avenue remains a concern for staff. As expected, the visible closure of the street created an environment where pedestrians felt free to walk in the roadway. Under normal conditions, pedestrians would be responsible for their safety when entering a roadway. With the road closed, pedestrians have a reasonable expectation there won’t be vehicular traffic.

Extending the restricted area was successful in reducing traffic volume on the 1100 block of East Acacia; however, this extended closure pushed vehicle and pedestrian traffic further into the
surrounding residential area and appeared to impact more residents than in years past. Staff was not able to determine if the increased impact in the surrounding area was due to the closure or an increased number of people attending the event this year. Several residents in the surrounding area complained to the Police Department about trash being left behind and illegally parked vehicles, as well as significant traffic congestion. The veracity of these complaints were verified by El Segundo Police Department personnel.

The following is a summary of the 39 calls for service the El Segundo Police Department responded to that were attributed to the event:

- 22 parking citations issued. The majority being for red zone violations and blocking driveways.
- 17 other calls for service which included disturbance calls, lost property calls, and a minor traffic collision.

RECOMMENDATIONS:

Staff recommends the City Council receive and file this report.
AGENDA DESCRIPTION:
Consideration and possible action to receive and file report on Accessory Dwelling Unit (ADU) plan checks and permits since adoption of the ADU ordinance in July, 2017 (18 month review). (Fiscal Impact: None.)

RECOMMENDED COUNCIL ACTION:
1. Receive and file report regarding ADU permits;
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None.

STRATEGIC PLAN:

Goal: None (State mandate)
Objective: N/A

PREPARED BY: Gregg McClain, Planning Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

Since the last report (October 2018) the City received only 7 applications for ADUs, which is a considerable decline from the first year’s trend, which saw 36 application by the one year mark. As of this time, 19 permits for ADUs were issued in total, only 7 final inspections, meaning that no finals were issued in the previous 6 months, and 17 remain in the plan check process. The total number of ADUs applied for is 43.

Among the 7 new ADU applications, 3 are new and attached to or over a garage, 2 are new stand-alone structures, 1 is new and attached to the main house, and 1 converted existing interior space in a previously built structure. The average size of the 7 newly applied for ADUs is 678 square feet and ranging from 216 to 1,181 square feet.
AGENDA DESCRIPTION:
Consideration and possible action to (1) receive an update regarding efforts to introduce shared mobility services in El Segundo; and (2) provide direction to staff regarding a potential pilot program, including coordination with the South Bay Cities Council of Governments (South Bay COG). (Fiscal Impact: $3,000)

RECOMMENDED COUNCIL ACTION:
1. Receive a status update on the City’s efforts to initiate a shared mobility pilot program;
2. Provide direction to staff regarding a potential pilot program, including coordination with the South Bay COG;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft South Bay shared mobility guidelines
2. Fall 2018 public survey and survey results

FISCAL IMPACT: $3,000

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STRATEGIC PLAN:
Goal: Champion Economic Development and Fiscal Sustainability
Objective: El Segundo promotes economic growth and vitality for businesses and the community

ORIGINATED BY: Paul Samaras, Principal Planner
REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning & Building Safety Director
Ken Berkman, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION
In early July 2018, the City engaged in an experiment with shared mobility services when Bird Company and Lime each dropped around 30 of their electric scooters for rent in and around the downtown.

On July 17, 2018, the City Council directed staff to work on developing a pilot program to allow Bird Company and other similar companies to operate within City limits. The City Council direction included the following components:
1. Issuance of a 30-day encroachment permit and/or agreement that can be renewed for 30-
day periods after an evaluation by staff.

2. Provision of adequate insurance levels and indemnification language.
3. Assessment of an adequate level of fees.
4. Establishing operational rules, such as parking, safety, education and enforcement, data
sharing, etc.
5. Setting limits on the maximum size of the vehicle fleets of individual companies.

On August 7, 2018, staff reported to the City Council that Bird and Lime were not sufficiently
responsive, particularly on the insurance and indemnification requirements. In addition, staff
indicated that it had been working with neighboring cities and the South Bay COG on developing
common rules and regulations for shared mobility companies. After some discussion, the City
Council directed staff to 1) issue cease and desist orders to Lime and Bird requiring them to
immediately remove their fleets of electric scooters from the City and 2) develop rules and/or
regulations to potentially initiate a pilot project in the future. During the discussion, the City
Council raised several issues to be addressed in any future regulations or pilot program rules
including:

1. Adequate insurance levels and indemnification language
2. Adequate level of fees
3. Parking/littering of scooters
4. Riding on sidewalks
5. Limits on the maximum number of companies and scooters
6. Distribution of scooters in the city and overconcentration in the downtown
7. Rider education on safety and the rules of the road

**Staff update**

Since August 2018, staff has engaged with neighboring cities and the South Bay COG to study
shared mobility programs in other cities and develop regulations for a pilot program that reflect
the best practices in the field. The South Bay COG Shared Mobility Working Group (Working
Group) has studied the programs of several cities, including Los Angeles, Santa Monica, Culver
City, Long Beach, San Francisco, Portland, and Seattle. The Working group also reviewed and
considered State Law (California Vehicle Code) and published reports by the American Planning
Association (APA) and the National Association of City Transportation Officials (NACTO).

**Public Survey**

For the months of October through December 2018, City staff, in coordination with the South Bay
COG conducted a second survey of the public at a regional level. The survey was distributed
online by the South Bay COG and it was posted on the City website and Facebook page. Paper
copies of the survey were placed at the El Segundo Library, the Planning and Building Safety
Department at City Hall, and the Joslyn Center at Recreation Park. The survey had 220 responses
from El Segundo residents. The survey questions and results from El Segundo residents are
summarized below.
1. Would you personally be interested in participating in a bike share or scooter share program?
   Yes - 41%
   No - 45%

2. The top two reasons given for not wanting to personally participate:
   a) Concern about being visible/safe when interacting with other vehicles on the road and
   b) The lack of infrastructure for bicycles and scooters.

3. The top reason given for wanting to personally participate:
   It provides a flexible transportation option.

4. Would you support a Regional South Bay bike share program?
   Yes - 50%
   No - 29%

5. Would you support a Regional South Bay scooter share program?
   Yes - 43%
   No - 44%

6. Where would you go if you participated in a bike share or scooter share program?
   Leisure trips - 83%
   The beach/pier - 77%
   Errands - 61%
   Shopping centers - 48%
   Place of employment - 35%

7. How often would you likely use bike share or scooter equipment?
   Somewhat to Very Frequently - 44%
   Infrequently to Never - 56%

8. If a bike share or scooter share program were developed, what types of rules or regulations
do you think should be covered?
   Safe operation by users - 79%
   Abandonment/parking of bikes/scooters - 74%
   Maximum speed - 68%
   Riding on sidewalks - 63%
   City ability to receive revenue - 60%

In summary, there is interest in the community in participating in a regional pilot effort, but there
are also concerns about safety, lack of infrastructure, and parking/abandonment of bicycles or scooters. The complete survey and results are attached to this report (Exhibit 2).

**Shared mobility guidelines**

Pursuant to the Council’s direction and the public survey input, City staff and South Bay COG
staff have produced Shared Mobility Guidelines for a potential shared mobility pilot program
(Exhibit 1). The guidelines are a common set of rules for South Bay cities to use in a shared
mobility program. While these guidelines would be common among South Bay cities, each city would be able to customize them according to its unique circumstances and priorities.

Staff shared an earlier draft of the guidelines in late February with several shared mobility companies to obtain their input and ensure the guidelines accurately reflect the latest trends and best practices in the field. The latest version of the guidelines is attached to this report to obtain feedback from the Council and the public prior to finalizing them.

The guidelines regulating various areas, including those areas of concern that the City Council identified previously and the concerns identified in the two public surveys conducted recently. The complete guidelines are attached to this report (Exhibit 1), but each of the 15 sections is listed and briefly discussed below.

1. Purpose
   The purpose of the guidelines is to test shared bike and shared scooter (shared mobility) services that, as indicated in the responses to the public survey, would offer flexible alternative transportation options to residents, businesses, and visitors to the City.

2. Authority
   The California Vehicle Code regulates all vehicles including bicycles and motorized bicycles or scooters. However, the City has clear authority to regulate its own right-of-way and businesses that offer these types of vehicles for rent in the City’s public right-of-way.

3. Definitions
   The definitions section defines all bicycles, electric assist bicycles, and electric scooters as “Shared Mobility Devices” or “SMDs.” The section also includes related definitions of terms that would be used in a Shared Mobility Device pilot program. The section aims to ensure that staff and the public in all of the South Bay cities use common terminology.

4. Deployment
   The deployment section establishes a process and rules regarding when, where and how shared mobility companies will deploy their SMDs in a City during a pilot program. The deployment section aims to ensure that SMDs are deployed in a manner that does not block sidewalks or traffic, they are not over-concentrated in certain areas and create a sense of visual litter, and they are deployed in areas that the City considers high priority areas, such as near the Green Line stations. Participating companies would have to submit a deployment plan to the City for review and approval prior to receiving a permit. The deployment plan would contain maps of the permitted service area, any restricted or prohibited areas, and the specific locations where SMDs would be deployed.

5. Parking
   The parking section regulates where and how SMDs are physically parked in the City. It gives individual cities the option of designating specific sidewalk parking areas, rather than permitting parking anywhere along a block. Furthermore, this section seeks to limit parking on sidewalks, promote parking primarily on private property, but potentially allow it on City/public facilities and on the street. Each City participating in a pilot program would determine the extent to which sidewalk parking is permitted and other parking options are encouraged or required. Participating companies would have to submit a parking plan to the
City for review and approval prior to receiving a permit. The parking plan would contain maps identifying permitted parking areas that reflect the City’s priorities with regard to parking.

6. Fleet size and mix
A shared mobility pilot program could include a variety of SMD types. This section of the guidelines establishes a general process for setting the minimum and maximum number of SMDs and the type that could participate in a pilot program. Each City participating in a pilot program would decide on the appropriate fleet size and mix based on its unique circumstances and priorities. Staff reviewed the programs of several cities. Of those cities, Culver City is most similar to El Segundo. In Culver City, the scooter program launched last year permitted up to 200 scooters per operator. The City considered up to three operators and issued permits to two of them for a total of 400 scooters. Culver City is approximately the same size as El Segundo at 5.14 square miles. Its population is larger at 40,000, but it has a large daytime population at approximately 60,000. So, it may be comparable as a guide for El Segundo. Ultimately, companies that apply to operate in a City will have to propose and justify an appropriate fleet size and mix, which will be subject to City review and approval.

7. Education
The education section indicates that each company is responsible for educating the general public and users of their SMDs on riding safety and roadway regulations. Companies that apply to operate in a City will have to submit an education plan for City review and approval prior to receiving a permit.

8. Enforcement
The enforcement section outlines the range of enforcement measures the City can take to ensure companies and the users of SMDs comply with the applicable State Laws, local laws, and permit requirements. The enforcement measures range from written warnings to companies and users to suspension or revocation of a permit. Enforcement and permits will be reviewed on an ongoing basis—not just at the end of the pilot program period—and cities will have the option to suspend, revoke or change permit requirements/conditions at any time.

9. Safety
The safety section establishes safety requirements including a maximum speed for SMDs of 15 mph, a minimum rider age of 18, it requires companies to hold helmet give-away events as part of their education plan, and requires minimum safety warning language on all SMDs.

10. Operations and maintenance
This section contains minimum specifications for the SMDs, maintenance and recharging requirements, and communication requirements. The specifications include requirements, such as electric motors, brakes, head lights, GPS devices, etc. The maintenance requirements include regularly scheduled maintenance and keeping of maintenance logs. The communication requirements include maintaining a 24-hour customer service line, providing

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a company’s project manager contact info to City staff, and providing mechanisms, such as a website and a mobile phone app, for users and the public to ask questions and/or report issues to the company.

11. Data
The data section includes the minimum data sharing requirements and responsibilities for participating companies. These include a specific data format which is generally acceptable and used by over 60 public agencies in the country, a specific software program to allow cities to view and organize the data, monthly reporting, and sharing of data with the public on the company’s website. In addition, the section requires companies to share region-wide data with city partners, such as the LA County and the South Bay COG. The shared data would include the number of trips, beginning and end points of each trip, length of each trip, heat maps showing areas of high and low use, complaints, crashes, and damaged or lost SMDs.

12. Experience and qualifications
This section requires companies applying for a City permit to submit a description of their experience, qualifications, and references to the City for review and approval.

13. Insurance and indemnification
This section sets the minimum insurance and indemnification requirements for shared mobility companies. Companies applying for a City permit would be required to submit minimum liability insurance of $2 million and indemnify the City, its employees and officials from any claims or suits related to a pilot program permit. This section also requires companies to submit their “End-User” agreements to the City for review to ensure it contains liability waiver language covering the City.

14. Permit application requirements
This section lists all the material, information and fees that a shared mobility company would submit for review and approval before a City issues a permit to operate.

15. Fees
While each City is able to set its fees based on its unique needs or circumstances, this section establishes the types of fees that could be assessed from participating companies and recommended ranges for the fees. The intent is provide certain level of consistency in fees for companies operating in multiple neighboring jurisdictions. The types of fees in shared mobility programs include the following:

a) Application fees, which pay for processing shared mobility permit applications.

b) Permit fees, which pay for issuing permits and administering a shared mobility permit.

c) Fees per SMD or per ride, which supplement permit fees and pay for administering permits and enforcing rules and regulations.

d) Performance bonds and/or deposits, which pay for unexpected costs or damage to City property. An example may be if a permit is revoked and the City incurs costs to remove an operator’s fleet for the public right-of-way.

e) Impound fees, in cases that the City has to remove SMDs that are improperly parked or abandoned.
The intent of these guidelines is to provide a consistent regulatory framework for shared mobility companies across the South Bay region. A common set of rules will benefit the riders, the companies, and the participating cities. They will ensure that users riding SMDs from one City to another observe the same rules of the road or parking requirements from city to city. Common rules will ensure companies operating in two adjacent jurisdictions can submit similar application materials, insurance, data and fees to operate in both jurisdictions. Ultimately, this consistent regulatory framework is necessary for a pilot program and shared mobility services to succeed across the South Bay region.

The draft Shared Mobility Guidelines address the concerns raised by the City Council in August and the concerns raised by the public in two public surveys performed since last July.

**A South Bay regional pilot program**

City staff, neighboring cities, and the South bay COG have developed a proposal for a region-wide shared mobility pilot program. The process would include the following components:

1. **Cities opt in to a South Bay regional shared mobility pilot process**
   Cities interested in a shared mobility pilot program would take action at the City Council level to opt-in to a process, detailed below, for a South Bay regional shared mobility pilot program that is based on the draft guidelines.

2. **Request for Qualifications (RFQ)**
   Once the proposed network of participating cities is identified, the next step in the process will be the release of a RFQ for companies interested in participating in a South Bay regional shared mobility pilot program. Interested companies would submit their qualifications/proposals based on the South Bay shared mobility guidelines and additional information contained in the RFQ. South Bay COG staff has proposed preparing and releasing the RFQ on behalf of, and using input from, each participating city.

3. **Evaluation and ranking of top companies**
   A committee of South Bay COG staff and representatives from each participating city would review the qualifications of responding companies and rank the top companies that would then be invited to apply for permits from each participating city.

4. **Invitation for applications**
   Participating cities would invite the most responsive companies to submit applications for pilot program permits in each City. Company applications would have to comply with the shared mobility guidelines and any other city-specific requirements.

5. **Permit issuance/Launch of pilot program**
   Permits under the program would be for a 12-month period, but reviewed on an ongoing basis and revocable at any time at the City’s discretion. In addition to the broader shared mobility guidelines, the permits would contain city-specific conditions, such as the permitted service area, restricted/prohibited areas, identification of specific parking areas, the minimum and maximum fleet sizes, etc. The participating cities would coordinate the timing of the pilot program launch, so service could begin at the same time in all participating cities.
6. Post launch
After a pilot program launch, South Bay COG staff and staff from participating cities would evaluate the pilot program on a monthly basis. Staff would provide quarterly reports the City Council or upon request. The South Bay COG would collect and share region-wide data on the pilot program. The general public and users of shared mobility services would be surveyed to gauge public attitudes and get input on ways to improve the program. The guidelines and permit rules would change along the way to address issues that come up. Operators not abiding by the rules would have their permits suspended or revoked.

The South Bay COG role
For the past year, the South Bay COG has been coordinating with several South Bay cities and assisting in the development of the shared mobility guidelines. The South Bay COG proposes to retain a role going forward by a) preparing and releasing the RFQ for the pilot program, b) participating in the review and ranking of RFQ responses, c) coordinating the launch of the pilot program, d) participating in post launch pilot program reviews, and e) collecting, reviewing, and sharing region-wide data submitted by participating companies. The South Bay COG anticipates that its role in preparing and releasing and RFQ and its post-launch role will come at a cost. The cost is anticipated to be approximately $3,000 for each participating city. Staff is requesting the City Council’s direction on whether to contribute funding to the South Bay COG for this purpose. It is anticipated that permit related fees on companies would help reimburse the City for this cost.

The participating cities
Staff from the cities of Redondo Beach, Hermosa Beach, and Manhattan Beach -along with El Segundo- have been the primary participants in developing the shared mobility guidelines and the proposal for a regional pilot. Those three cities currently have formal bans in place until rules/regulations for a pilot program can be developed. Staff in these three cities are planning presentations to their respective Councils in March and April to receive direction on a common pilot program. Other cities in the South Bay area are occasional participants in this effort and have adopted a “wait and see” approach.

Conclusion / Next steps
Shared mobility services can have benefits, including traffic congestion relief, alternative active transportation options, and vehicle pollution and GHG emissions reductions. These services can also have an economic benefit by providing a convenient way for businesses, their employees, and residents to travel within the City. The proposed guidelines address the concerns previously expressed by the City Council and El Segundo residents/stakeholders and represent the best practices in the field of shared mobility.

If the Council directs staff to proceed with the proposed regional approach to a shared mobility pilot program, staff will undertake the following actions:

1. Take input from the City Council and the public and work with the South Bay COG and neighboring cities to finalize the share mobility guidelines.
2. Work with the South Bay COG to draft and release an RFQ to shared mobility companies.

3. Bring an ordinance for Council consideration amending the ESMC, to authorize the regulation of shared mobility services and adopt general regulations on shared mobility devices.

4. Bring a resolution for Council consideration with recommended fees for shared mobility permits.

5. Following the conclusion of the RFQ process, staff will bring an item to Council with the ranking of companies and request authorization to invite the most responsive companies to submit applications for permits.

**Recommendation**

Staff respectfully requests City Council direction on:

1) Opting in to a regional shared mobility pilot program in coordination with the South Bay COG and neighboring cities;

2) Cost-sharing for a South Bay COG RFQ and coordinating role as described in this report;

3) Proceeding with an ordinance to amend the Municipal Code to authorize and set broad regulations for a shared mobility pilot program and shared mobility devices; and

4) Proceeding with a resolution to set fees for shared mobility services and permits.
1. PURPOSE

This Program regulates Shared Mobility Devices, defined below, in the City of ___________. The operation of a Shared Mobility Device (SMD) is a privilege, not a right. For a company to offer SMDs for commercial purposes in _____________, the company owning or offering them must obtain a Program permit. Companies must certify to the City of ____________ that all SMDs have met all applicable certifications and operating requirements. A failure to comply with the applicable City Code provisions, this Program, and all permit conditions is subject to an assessment of civil penalties and suspension or revocation of the company’s permit by the City Manager or designee.

The City of ____________ is planning a 12-month pilot for the regulation of Shared Mobility Devices beginning in Summer of 2019 ("the Pilot Period"). The Pilot Period will help the City determine whether SMDs can support the City’s policy goals. While these Program requirements may remain in effect beyond the end of the Pilot Period, the City only intends to provide permits to companies for the Pilot Period. If a permanent permitting program is implemented, these requirements will be updated accordingly.

a) For the duration of the Pilot Period, the City Manager or designee may issue multiple, independent permits and will determine the number of overall permitted SMDs and permitted SMDs per Permittee throughout the Pilot Period. Throughout the Pilot Period, Permittees will be expected to report on and mitigate impacts as described in this Program. The City Manager or designee may update the Program requirements or terminate the Program at his discretion at any time and shall give adequate notice of such updates.

b) Policy Goals. SMDs should contribute to:
   i. Reducing private motor vehicle use and congestion.
   
   ii. Preventing fatalities and injuries on the transportation system.
   
   iii. Expanding access for underserved communities.
   
   iv. Reducing air pollution, including climate pollution.
c) The provisions in this Program, but do not replace, any provisions in Municipal Code. In case of a conflict, the Municipal Code will prevail over this Program.

c) SMD fees, surcharges and penalties will be placed in a New Mobility Account to be used by the City for administration and enforcement; evaluation; safe travel infrastructure; and expanded and affordable access.

2. AUTHORITY

These rules are authorized by, and implement, in relevant part, the following the Federal Law, State Law, and Municipal Code provisions, as may be amended from time to time:

a) Under the California Constitution, a city has both the power and duty to keep its streets and other public property open and available for the purpose to which they are dedicated (Tobe v. City of Santa Ana (1995) 9 Cal. 4th 1069).

b) Further, the City council may prohibit and prevent encroachments on, or obstructions in or to, any sidewalk, street, alley, lane, court, park, or other public place, and may provide for the removal of the encroachment or obstruction (Gov. Code, § 38775).

c) Further, the City has obligations under the federal Americans with Disabilities Act to ensure that the City’s sidewalks remain generally accessible to and usable by individuals with disabilities (City of Sacramento v. Badern (2003) 537 U.S. 1231).

d) Municipal Code § 9-2-1 requires a permit for any work or encroachment in the public right-of-way.

3. DEFINITIONS

“Abandon” shall mean leaving an item unattended for 72 hours or longer.

“ADA Ramp” means a combined ramp and landing to accomplish a change in level at a curb in order to provide access to pedestrians using wheelchairs.

“Applicant” means an entity that formally applies for the Shared Mobility Device Pilot Program permit but has yet to obtain a permit.
"Charger" means an employee, agent or contractor of the Operator or Permittee that 1) collects SMDs daily for the purpose of inspecting and charging their batteries, and 2) redeploy the SMDs at designated locations according to the approved deployment plan.

"City" means the City of ____________.

"Crosswalk" means any Crosswalks either “marked” or “unmarked”. A “marked crosswalk” is any portion of a roadway at an intersection or elsewhere that is distinctly indicated for pedestrian crossing by lines or other markings on the surface of the roadway. An “unmarked crosswalk” is the imagined extension of a sidewalk or shoulder across a street at an intersection. An unmarked crosswalk exists at all intersections unless specifically marked otherwise.

"Customer" means a person or organization that buys a mobility service from an Operator.

"Director" shall mean the Director of Planning and Building Safety or designee.

"Landscaping/Furnishings Zone" means a linear portion of the Sidewalk Corridor, adjacent to the curb that contains elements such as street trees, signal poles, street lights, bicycle racks or other street furniture. This area does not include the width of the curb zone that can be as wide as 6 inches.

"Operator" shall mean any person or business entity selected by the City to participate in the Program pursuant to these rules.

"Pedestrian Plaza" means pedestrian areas designated by the City.

"Permittee" means the person or business entity that is the named holder of a permit issued pursuant to this Program.

"Program" means the Shared Mobility Device Pilot Program within the City

"Public Area" shall mean any outdoor area that is open to the public for public use, whether owned or operated by the City or a private party.

"Public Park" means and includes public parks, public playgrounds, public recreation centers or areas and other public areas created, established, designated, maintained, provided or set aside by the City for the purposes of public rest, play, recreation, enjoyment or assembly, and shall include all buildings and structures located thereon or therein.
“Public Right-of-Way” shall mean any public alley, parkway, public transportation path, roadway, sidewalk, or street that is owned, granted by easement, operated, or controlled by the City.

“Service Area” shall mean the Public Right-of-Way within the City’s boundaries, with the exception of areas the City specifically restricts or adds.

“Shared Electric Assist Bicycle (Shared E-Assist Bike)” means a “Class 1 or “Class 2 electric bicycle as defined in CVC Section 312.5.

“Shared Electric Scooter (Shared Scooter)” means a vehicle that:

1. Is designed to be operated on the ground with a wheel diameter no greater than 16 inches;

2. Has handlebars and a foot support or seat for the User;

3. Can be propelled by an electric motor or human propulsion; and

4. Is made available for rental or public shared use in the public Right-of-Way by an Applicant or Permittee.

“Shared Mobility Device (SMD)” shall mean any transportation device by which a person can be propelled, moved or drawn, that is displayed, offered or placed for rent in any Public Area or Public Right-of-Way. This includes Shared Bicycles, Shared Electric Assist Bicycles (Shared E-Assist Bikes), Shared Electric Scooters, and similar devices as determined by the City. This definition excludes car share vehicles, taxicabs, and similar motor vehicles.

“Shared Mobility Parking Zone (SMP Zone)”, also called a “Drop Zone,” is a designated area in the approved deployment plan and parking plan where an Operator or Permittee may deploy and where Users may park SMDs. The City may designate SMP Zones in the Public Right-of-Way, Public Parks, other public property, and on private property, and require their physical demarcation through signage, pavement markings, charging stations and/or bike racks.

“Sidewalk Corridor” means a passageway typically located within the Public Right-of-Way between the face of the curb or roadway edge and the property line. The Sidewalk Corridor contains two distinct zones: the Furnishings/Landscaping Zone and the Through Pedestrian Zone.

"Street" means all that area dedicated to public use for public street purposes including, but not be limited to, roadways, parkways, alleys, and excluding the Sidewalks Corridor.
“Through Pedestrian Zone” means the minimum clear area on each Sidewalk Corridor intended exclusively for pedestrian use. The minimum width of the Through Pedestrian Zone is defined in this Program as a minimum of 4 feet on Sidewalk Corridors at least 8 feet in width and a minimum of 6 feet on Sidewalk Corridors at least 10 feet in width.)

“User” means the person who is in actual physical control of a SMD.

4. DEPLOYMENT
Applicant shall provide a Deployment Plan for each type of SMD to be deployed to the City for review and approval before permit issuance.

a) Deployment Plan. The plan must include at a minimum the following:

i. The number and type of SMDs to be deployed initially.
ii. A map of SMD deployment locations, including initial and subsequent daily deployments.
iii. The number of SMDs to be deployed at each deployment location.
iv. A map of the Service Area, including any restricted or prohibited operational/deployment zones.
v. A description of the phasing/schedule of the initial and subsequent deployments.
vi. The number of employees and contractors involved in deploying and retrieving SMDs (Chargers).
vii. A description of policies and training of employees and contractors involved in deploying and retrieving SMDs. These policies and training must cover at a minimum the following:
   • Observance of vehicle code, traffic laws, and parking restrictions
   • Observance of City noise and nuisance regulations
   • Respect for private property
   • A schedule/hours of SMD deployment and retrieval operations.
   • Professional conduct with other employees/contractors and the public
   • Enforcement of the above policies/training
viii. A description of the SMD transportation method to the deployment locations.
ix. A schedule/hours of SMD deployment and retrieval operations.

b) Deployment rules
i. Parking. SMDs must be deployed in compliance with the parking requirements in this Program.

ii. Service Area. SMDs must be deployed within the approved Service Area, excluding any restricted areas.

iii. Daily Redeployment. The Operator must make a reasonable effort to redeploy the number of SMDs as per the approved Permit to the designated deployment locations on a daily basis. This includes SMDs that leave the City limits/Service Area during operations.

iv. An Operator shall repair any inoperable or unsafe SMD before returning it into service.

v. The Operator must accommodate City requests for surges or reductions in deployment during certain seasons and/or events. The City shall notify and coordinate with the Operator at least two weeks in advance.

vi. Response Times. Operator shall respond to requests for rebalancing, reports of incorrectly parked SMDs, or reports of unsafe/inoperable SMDs by relocating, re-parking, or removing SMDs after receiving notice from the City, User, or the general public based on the following times:
   - 7 am to 10 pm daily - within one hour of receiving notice
   - all other times - no later than 8 am of the next service day

c) Notifications and changes to the deployment plan. The deployment plan is anticipated to change dynamically over the course of the pilot program. This subsection identifies the process to make such changes and the required notifications.

i. At the time of permit issuance, the City shall designate the date of the initial deployment.

ii. The City reserves the right to make changes to the deployment plan, including, but not limited to, the Service Area, deployment locations, and fleet size, at its discretion. It shall notify the Operator in writing and the Operator must implement the changes within one week, unless the City grants additional time for the Operator to comply.

iii. The Operator may request changes to the deployment plan in writing by submitting an updated deployment plan. The City shall promptly review and approve the requests at its discretion.

iv. The Operator may not increase the size of the deployed SMD fleet without notifying and receiving prior approval from the City.

d) Evaluation of the deployment plan. The City evaluation of the deployment plan will include, but not be limited to, the following factors:

i. How the deployment covers the entire service area
ii. How the deployment covers high priority areas designated by the City (high employment areas, transit areas, disadvantaged communities, etc.)

iii. The extent to which deployment on sidewalks is avoided and deployment on private properties is emphasized.

iv. The number of employees and contractors involved in deployment and retrieval.

v. The scope of the policies and training of employees and contractors involved in deployment and retrieval operations.

vi. How the schedule/hours of deployment and retrieval operations affect rush hour traffic and respect noise and nuisance regulations, particularly in residential areas.

5. PARKING

Applicant shall provide a “Parking Plan” to the City for review and approval.

a) Parking Plan. The plan must include, but not be limited to, the following:

i. A map of the permitted parking locations for SMDs (such as the designated SMP zones or the “Landscaping/Furnishings Zone”);

ii. The SMD capacity of each parking location;

iii. Methods to incentivize Users to park safely and correctly in accordance with the Program requirements; and

iv. The Parking Plan must comply with the General Parking Requirements and Parking Locations below.

b) General Parking Requirements.

i. SMDs shall be upright when parked;

ii. SMDs shall not be parked in landscaped areas in the Public Right-of-Way. They may only be parked on hard surfaces (concrete, asphalt, etc.)

iii. SMDs shall not be parked in such a manner as to:
   • Violate California Vehicle Code section 21235(i) or the City of __________ Municipal Code;
   • Impede the regular flow of travel in the Public Right-of-Way or the clearance on sidewalk needed for Americans with Disabilities Act (ADA) compliance;
   • Be parked at the corners of sidewalks nor at any crosswalk, curb ramp, or within any feature that serves as an accessible element such as landings, areas of refuge, detectable warning surfaces, or any other physical feature that may be required for mobility;
- Impede or interfere with the access to parked vehicles, disabled parking zones, or any other accessible route that would otherwise create a barrier to accessibility;
- Impede or interfere with the access to parklets, loading zones, or red curb zones;
- Block or interfere with reasonable use of any fire hydrant, call box, or other emergency facility; or utility pole or box; traffic signal controller cabinet; news rack, or parking meters/pay stations;
- Impede or interfere with the reasonable use of any commercial window display or access to/from any building or driveways;
- Be parked on private property except as permitted by the property owner and the City’s rules and regulations; and
- Block or interfere with the use of the following transit-related user infrastructure, such as: transit signs, bus stops, benches, shelters, passenger waiting areas, bus layover and staging zones, etc.

c) Private Property Locations:
   i. It is the City’s goal to maximize SMD parking locations on private property. The City encourages the Operator to identify SMD parking locations on private property as part of its Parking and Deployment Plans. Operator must coordinate with the City and private property owners during permit process. To the extent Operator desires to deploy or park SMDs on private property, the Operator must first obtain the right to do so from the property owner and shall communicate this right to Users through signage approved by the respective entity and/or through a mobile phone or web application.

d) City Property Locations:
   i. Unless specifically stated on the permit and/or unless specific SMP Zones are designated, parking on City property (e.g. parks, plazas, parking lots, the Civic Center, or transit stations) outside the public right-of-way is prohibited.
   ii. The City may designate specific SMP Zones on public property where Operator’s SMDs must be parked.
   iii. If the City authorizes SMD parking on City property, Operator shall communicate this right to Users through physical signage approved by the City and/or through a mobile phone or web application.

e) Sidewalk Corridor Locations:
   SMD parking is permitted on Sidewalk Corridors that are at least 8 feet in width.
   i. On Sidewalk Corridors at least 10 feet in width, SMDs may be parked within the Landscaping/Furnishings Zone provided that:
• An 18-inch-wide clear space is maintained from the curb face
• A 6-foot-wide clear Pedestrian Through Zone is maintained and
• A 15-foot minimum distance is maintained from street corners and pedestrian ramps (from Begin Curve or End Curve points)

ii. On Sidewalk Corridors at least 8 feet, but less than 10 feet, in width, SMDs may be parked within the Landscaping/Furnishings Zone provided that:
• An 18-inch-wide clear space is maintained from the curb face
• A 4-foot wide clear Pedestrian Through Zone is maintained and
• A 15-foot minimum distance is maintained from street corners and pedestrian ramps (from Begin Curve or End Curve points).

iii. SMD parking is prohibited on Sidewalk Corridors less than 8 feet wide.

iv. The City reserves the right to entirely prohibit parking in the Landscaping/Furnishings Zone and instead designate specific SMP Zones.

v. The City may designate specific SMP Zones where SMDs may be deployed or parked. SMP Zones may be distributed on individual blocks in the City (e.g. one on each block), or on specific streets;

vi. The City reserves the right to prohibit SMD parking in large sections of the City beyond individual blocks or streets. The permitted and prohibited parking areas shall be identified in the approved Parking Plan. City and Operator will work in good faith to determine the permitted and prohibited parking areas and any SMP Zones so as to be convenient for public access and consistent with the purpose of the Program.

vii. Permitted outdoor dining areas and/or retail display areas in the Sidewalk Corridor pursuant to properly issued encroachment permits shall take precedence over SMD parking locations and/or SMP Zones, to maintain the minimum required Through Pedestrian Zone.

viii. Operator must abide and reasonably ensure that Users abide by the general parking requirements in this Program through User education about applicable regulations.

f) On-street Locations
i. Unless authorized by the City, Operator and Users shall not deploy or park SMDs on the street.

ii. The City in its sole discretion may designate SMP Zones on the street.

iii. If the City authorizes SMD parking on the street, Operator shall communicate this right to Users through physical signage approved by the respective entity and/or through a mobile phone or web application.

iv. Operators shall ensure their SMDs are not parked in a way that impedes the regular flow of vehicular travel in the Public Right-of-Way.
6. FLEET SIZE AND MIX
   a) Applicant must indicate the proposed initial and maximum total fleet size and SMD mix (bicycles, E-assist bikes, scooters, etc.) on the Program application.
   b) The City shall set the fleet minimum and maximum limits, the preferred mix of SMDs, and shall indicate them on the approved Permit.
   c) Additional SMDs may be added to the fleet at the discretion of the City Manager or designee. Changes to the size of the fleet may be based on, but not limited to, ridership data, such as the average rides per day per device. The applicant shall provide regular reports indicating fleet usage levels and other data requested by the City (see section 10 regarding Data requirements).
   d) Fees. If any changes in fleet size are approved, Operators will submit a permit addendum with revised fleet size and SMD mix and pay the required applicable fees per SMD.

7. EDUCATION
   a) Education. Operator must submit a General Public and User Education Plan ("Education Plan") to the City for review and approval before the City issues a permit. The Education Plan must include, but not be limited to, the following:
      i. How the Operator will educate Users about the approved Service Area and any restricted areas.
      ii. How the Operator will educate Users about riding safety, roadway regulations, and local rules upon initial sign-up. This may include, but not be limited to, posting safety information on each SMD, on Operator’s phone app and its website.
      iii. How the Operator will educate Users about riding safety, roadway regulations and local rules before a User begins a ride, such as displays of safety messages on Operator’s phone app.
      iv. How the Operator will regularly educate Users about riding etiquette and parking rules. This may include phone notifications, education events, helmet giveaways, etc.
      v. How the Operator will educate the general public regarding riding safety, roadway regulations, local rules, and ways the public can communicate with the Operator to offer suggestions and report problems.
      vi. How the Operator will offer English and Spanish communications as part of its outreach and education efforts.
8. ENFORCEMENT

a) Enforcement

i. Applicable Regulations. The City will enforce the California Vehicle Code, the Municipal Code, Program requirements and Permit conditions.

ii. Enforcement Approach. The enforcement program will include an escalated enforcement strategy that in most cases will begin with a written warning/advisement to comply without being subjected to fines/penalties. In some cases, depending on the nature of the violation, enforcement could begin with the imposition of fines/penalties.

iii. Ongoing Permit Review. The City will, on an ongoing basis, compile and review records of warnings, citations, accidents, complaints, calls for service, and other records related to this Program. Based on these records and data submitted by the Operator the City will evaluate Operator performance, impacts on City staffing and costs, and safety impacts on the community before continuing or renewing a Program Permit.

iv. Repeated violations. Repeated violations of any of the operations, parking, education, or other requirements can be cause for permit revocation or program termination.

v. Enforcement measures. Enforcement measures include, but are not limited to:

- Written warnings and advisements to Operator and/or Users;
- Citations. Authorized City personnel may issue citations to Users for violations of applicable regulations, such as riding on the sidewalk, not obeying stop signs, etc.;
- Penalties/fines to Operators. Penalties/fines may be applied per violation in accordance with permit conditions;
- Relocation. If an SMD is parked in violation of the parking requirements in this program, authorized City personnel may relocate it and notify Operator;
- Impounding. If the Operator does not relocate, re-park, or remove an SMD within the timeframes specified in the approved Deployment Plan, or any SMD is parked in one location for more than 72 hours without moving, City crews may remove it and take it to a City facility for storage at the expense of the Operator;
- Private Property Removal. Upon request, the City may, relocate or impound SMDs parked on private property improperly and/or without permission.
- Permit suspension or revocation. Grounds for suspending or revoking permits include, but are not necessarily limited to:
- Failure to meet the terms and conditions set forth in the Program permit;
- Failure to put SMDs into service within 30 days after the City issues a permit or the launch window identified in the permit;
- Failure to share data as agreed and outlined in this permit;
- Failure to remove SMDs incorrectly parked within one hour; and
- Failure to move SMDs located outside of the Service Area or located in prohibited or restricted areas; and

- Program termination. The City may terminate permit without cause at any time by written notice to Operator. Operator will have 30 days to remove fleet from the City. Operator shall remit any outstanding fees to the City no later than 60 days from the written notice of termination or City shall deduct outstanding fees from Operators’ performance bond.

vi. Waiver. The City’s decision not to insist upon strict performance by the Operator of any provision of the permit in every one or more instances shall not constitute a waiver of such provision by the City, nor shall, as a result, the City relinquish any rights that it may have under the terms of the pilot program/the permit.

vii. Program Modifications. The City may modify any elements of the Program and Permit conditions at its discretion. Operators will immediately be notified of Program modifications. Operators must comply with Program modifications within one week, unless additional time to comply is granted by the City.

viii. Forfeiture of fees. If the City terminates a Program Permit, the applicant shall forfeit all Permit related fees and the City shall not issue any refund on a pro-rated or other basis.

ix. User responsibility. Parking and operating violations of SMDs assessed against an Operator may be passed along to the responsible User.

9. SAFETY
   a) Operator SMDs must meet all applicable Federal and State regulations, including lighting during operation in darkness.
   b) E-assist bikes shall be “Class 1” or “Class 2” as defined in CVC Section 312.5.
   c) E-assist bikes and E-scooters shall have a maximum speed of 15 mph.
   d) Helmets. Operator must encourage helmet use and offer free helmets to Users as part of its Education Plan and/or upon initial sign-up.
   e) Rider age and driver’s license. Operator must ensure that SMD Users must be at least 18 years of age and possess a valid driver’s license.
   f) E-assist systems shall have visible warning language including:
      i. Helmet use is encouraged while riding a bicycle;
ii. Riders shall yield to pedestrians; and
iii. When riding on-street, follow the rules of the road, and City’s rules/regulations

**g)** E-scooter systems shall have visible warning language including:

i. Helmet use is encouraged while riding an electric scooter;
ii. Riders shall yield to pedestrians;
iii. When riding on-street, follow the rules of the road, and City’s rules; and
iv. Riding on sidewalk is prohibited, except in order to access a permitted parking area.

**h)** Operators must abide by the safety education requirements of the Program permit.

**10. OPERATIONS AND MAINTENANCE**

**a) Specifications and standards**

i. Operator must submit manufacturer’s Vehicle specifications to the City;
ii. All SMDs shall have operational brakes, head light, tail and side reflector, and security hardware;
iii. Operator shall certify that all SMDs in the fleet meet the standards outlined in the California Vehicle Code as applicable;
iv. All motorized SMDs shall be propelled by electric motors/batteries. No combustion engines are allowed;
v. All SMDs shall be equipped with GPS;
vi. All SMD batteries shall be UL certified;
vii. SMD Identification. All SMDs must have a unique identifier that is readily visible to the User or the public;
viii. All SMDs must be equipped with a locking mechanism to lock to a fixed object, or smart technology equipment to prevent theft;
ix. All SMDs must have technology identifying that the SMD is upright and properly parked;
x. The City reserves the right to require Operators to include a mechanism to lock SMDs to a fixed object at any time; and
xi. Marketing/Advertising on SMDs. Third-party advertising on the SMDs is prohibited.

**b) Communication**

i. Operator must attend an on-site meeting with City staff to discuss the program and demonstrate the SMDs to be deployed before the City issues a permit;
ii. Operator must provide City staff a list of key personnel that will be doing work under a Program permit and 24-hour contact information for the primary contact person (project manager) for City emergency removal requests and other Program related issues;
iii. Operator must provide mechanisms for Users and members of the public to report safety concerns, malfunctions, maintenance issues, illegal parking, complaints, to ask questions, or make relocation requests, including, but not limited to, a toll-free customer service phone number, an email address, and a mobile phone or web application;

iv. All SMDs shall have the toll-free 24/7 customer service phone number and e-mail address, for the Users or members of the public to use; and

v. Operator shall provide a staffed operations center in or within a reasonable distance from the City to allow for prompt response to safety concerns, malfunctions, rebalancing, illegal parking, and other complaints.

c) Maintenance
Operator must submit a Maintenance Plan to the City for review and approval. The Maintenance Plan shall include, but not be limited to, the following:

i. Regular Maintenance. Operator shall perform regular, at a minimum monthly, maintenance on their SMDs.

ii. Maintenance Schedule. Operator must submit a maintenance schedule including the required monthly maintenance to the City for review and approval.

iii. Maintenance logs. Operator must maintain and make its maintenance logs and checklists available to the City upon request.

iv. SMD storage/inspections. Operator shall retrieve and remove all of its SMDs from service every evening for inspection and to reduce street clutter.

d) Recharging Plan. Applicants must submit a Recharging Plan for Shared Scooters and Shared E-Assist Bikes to the City for review and approval. The plan shall include, but not be limited to, the following:

i. An explanation of how Operator knows when an SMD needs to be recharged.

ii. Whether independent contractors will be used to charge scooters.

iii. The incentive structure for charging SMDs and any information provided to contractors, or employees concerning safe charging practices.

iv. A description of the charging process and/or procedure.

v. A description of policies and procedures the operator will use to minimize potential negative impacts (such as parking, noise, traffic, pollution, etc.), associated with practices related to collecting, redistributing, and recharging scooters.

e) Hours of operation. Applicants must indicate the proposed hours of operation (including any temporary or seasonal fluctuations) on their Program permit
application for City review and approval. The City may at its discretion change
the permitted the hours of operation and provide Operator adequate notice.

11. DATA
Applicants must submit a Data Sharing Plan for review and approval by the City.
The Data Sharing Plan shall include, but not be limited to, the following:

a) Preferred Format/Specification. Operator must provide data for all device types
to the City, and partners, in the General Bikeshare Feed Specification (GBFS),
Mobility Data Specification (MDS) formats, or some other format as specified
by the City, each through an application program interface (API).

b) Application program interface. Operator must have an (API) or other
automated mechanism that allows their services to be integrated into third-
party mobility applications.

c) GBFS must be made available to the public through the permittee's website.
The MDS feed must be available to contracted city partners for the explicit
purpose of program management. As such, these feeds must be consumable
by third-party software.

d) Dashboard. Permittee must maintain a dashboard for the City to use for
program monitoring and compliance that displays MDS data.

e) Data retention. Operator shall retain and make data available for the
duration of the Program.

f) Non-GBFS data consumed through the API by City specified third-party
software providers shall not be publicly available without consent from the
permittee.

g) Format/Specification updates. The City may, in its sole discretion, release
subsequent versions and/or updated versions of the Specification and require
operators to use the most current version by releasing an automatic update
and/or disabling support for the previous version.

h) Monthly reports. Operator will additionally provide the City with monthly
aggregated reports on system use, compliance, and other aspects of
operations (including parking complaints, crashes, damaged or lost SMDs).
In addition to report format, the aggregate data must also be provided in
spreadsheet or comma-delimited format.

i) In order to accurately convey scooter location, use patterns, and other
information, all scooters shall ping, at a minimum every 90 seconds while in
use. In order to ensure that scooter locations are known even when the
scooter is not in use, all data shall be provided by GPS equipment that is
affixed to the operator's scooter (e.g. not customer phones). This does not
include phone-based location services information, used by customers, to
locate a scooter or track their own personal route.
j) Regional Partners. Operator shall share the same data and reports with designated regional partners, such as the South Bay Cities Council of Governments (SBCCOG).

k) Non-compliance. If Operator is found to be misleading the City in any provided data, that operator's permit may be revoked.

l) Confidentiality. Any raw data supplied by an Operator shall be held confidentially between the City and the Operator to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public.

m) Personally identifiable Information on Customers collected by Operators may not be transmitted to, processed or stored at a destination outside of the United States.

n) The City is permitted to use all data the Operator provides in accordance with applicable law, including, but not limited to, displaying real-time data and real-time SMD availability data to the public. Third parties are permitted to republish any data the City publishes.

o) During the Program, Operator shall distribute to its Users a City-provided customer survey on a quarterly or less frequent basis.

p) Operator shall publish data summaries regarding service usage in the City through its website.

q) User Protections. Operator must ensure customer data privacy and that Operator policies are in accordance with city data privacy policies and/or applicable law.

   i. Personally identifiable information shall not be shared with the City or any other entity; permittee shall ensure the privacy of its users.

   ii. Operator must provide a clear, written justification for why they need access to each type of customer files (e.g. contacts, camera, photos, location, other apps etc.)

   iii. Customers shall not be required to share personal data with 3rd parties (e.g. advertisers, investors etc.) in order to use the mobility services.

   iv. Customers shall not be required to provide access to their contacts, files and other private data to use the mobility service.

   v. Location services may be required to use the service for the purpose of locating nearby scooters, but not for providing trip-level data.

   vi. Operator must provide customers with clear, prominent notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and should not be concealed in larger terms-of-service notifications.

   vii. Customers may opt-in (not opt-out) to providing access to their
contacts, camera, photos, files, other private data and 3rd party data sharing.

12. EXPERIENCE AND QUALIFICATIONS
Applicants for a permit under this program must submit a description of their experience and qualifications including, but not limited to, the following:

a) Describe applicant’s qualifications and experience operating shared mobility programs in North America.

b) Describe the benefits to the City and the community from the operation of the shared mobility service by applicant’s company including, but not limited to, the Program goals stated in section 1 of these guidelines.

c) Describe how applicant has complied with applicable laws, including efforts to ensure compliance by its Users with applicable laws, and efforts to work in good faith with staff from other agencies with similar active programs.

d) Provide up to three agency references from cities with similar active programs.

13. INSURANCE AND INDEMNIFICATION
Insurance.

a) Without limiting its obligations pursuant to Section 13.g, below and at all times during the term of this Program Permit and any use of the public right of way by Operator pursuant to this Program Permit, Operator shall procure and maintain the insurance coverage set forth below:

i. Commercial General Liability ("CGL") Insurance coverage, at least as broad as ISO Form CG 0001 11 85 or 88, or equivalent, in the minimum amount of Two Million Dollars ($2,000,000) per occurrence, with not less than Four Million Dollars ($4,000,000) in annual aggregate coverage. The CGL policy shall have the following requirements:

- The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City’s self-insurance, commercial liability insurance, or any pooled risk arrangements;
- The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Operator’s obligation to indemnify the Indemnitees as required under Section 13.f of this Program Permit;
- The policy shall not exclude coverage for Completed Operations, Hazards or Athletic or Sports Participants; and
- Additional Insured and Notification of Policy Changes. The City of ________, members of its City Council, its boards and commissions, officers, agents, and employees will be named as
additional insureds in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

ii. Auto Liability Policy with limits of at least $1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;

iii. If this Program Permit will include Operator personnel (employees, agents, or contractors) working within the City limits, Operator shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability insurance (with limits of at least one million dollars [$1,000,000] per accident.) Operator shall submit to City a list of its officers, agents, employees and volunteers.

b) City may waive one or more of the coverages listed in Section 13.a, above. This waiver must be express and in writing, and will only be made upon a showing by the Operator that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

c) All insurance listed in Section 13.a, above, shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VII or better in the current Best's Insurance Reports.

d) Operator shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Section 13.a or a minimum of ten (10) days' notice for cancellation due to non-payment.

e) City may increase the scope or dollar amount of coverage required under any of the policies described in Section 13.a, or may require different or additional coverages, upon prior written notice to Operator.

f) Technology Errors and Omissions; Cyber Liability. Permittees shall maintain liability insurance covering acts, errors, or omissions, including negligent acts, arising out of the performance or failure to perform professional services related to the Products and Services under the permit. The Permittee shall maintain insurance that shall cover any and all claims and losses with respect to data, network risks, and infringement of Intellectual Property Rights. Such insurance shall include limits of coverage of not less than $2,000,000.00 (two million U.S. dollars) written on a per occurrence basis. If coverage is written on claims-made basis, coverage shall remain in effect for not less than three years following the date of termination or expiration of the permit. Evidence of coverage must be sent to the City for three years following termination or expiration of the permit.
Indemnification

g) Operator shall defend (at Operator’s sole expense, with legal counsel approved by City, with such approval not to be unreasonably withheld or delayed), indemnify and hold harmless the City, members of its City Council, its boards and commissions, officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively “the Indemnified Parties”), from and against any and all losses, damages, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs, expenses and reasonable attorneys’ fees and judgments arising out of or in any manner related to this Program permit, including, but not limited to loss or damage to persons or property, arising out of or in any way related to Operator’s use of the public space, public right-of-way, or public property. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Operator agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from Indemnified Parties’ active or passive negligence. Notwithstanding the foregoing, nothing herein shall be construed to require Operator to indemnify an Indemnified Party from any claim arising from the sole negligence or willful misconduct of that Indemnified Party. The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Operator of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Operator, City or any Indemnified Party.

User Waiver of Liability

h) Operator must include agency liability waiver language in its end-user agreement, which shall include the following terms and conditions of use:
   i. User must be at least 18 years of age;
   ii. User must be in possession of a valid driver license;
   iv. User must agree to the liability waiver covering all SBCOG cities contained in the Operator’s end-user agreement;
   v. User must agree to comply with the California Vehicle Code and all applicable local regulations, which shall be provided by Operator to all Users, prior to use of SMDs.

14. PERMIT APPLICATION REQUIREMENTS. Operator must apply for a Program permit to operate in the City and must provide the following.
   a) Permit requirements:
i. Experience and qualifications
ii. Indemnification
iii. Insurance
iv. Business License
v. Contact information (phone and email)
vi. SMD fleet size and mix
vii. Deployment Plan
viii. Maintenance Plan
ix. Parking Plan
x. Education Plan
xi. Data sharing plan
xii. Fees

b) The City may modify Program Permit requirements at its discretion

15. FEES:

The Program includes the following types of fees:

a) An application fee, due at the time of application submittal;
b) A permit fee, due before the City issues a permit;
c) A fee per SMD, payable monthly or less frequently for the duration of the pilot program; and
d) A performance bond/deposit, due before the City issues a permit.
e) Impound fee
f) Fines/penalties for violations of applicable rules and regulations

The City will publish a fee schedule before accepting Program applications.
Bike and E-Scooter Survey

The City of El Segundo, the South Bay Cities Council of Governments (SBCCOG), and neighboring cities are working to develop rules and regulations regarding shared mobility programs. A program of this nature would potentially provide a fleet of bicycles, electric bicycles, and/or electric scooters to the community as a local transportation option for short business and personal trips.

Bike share programs first emerged in 2010 and are now found in nearly every major American city. These programs started with technology where bicycles had to be checked out and returned to a docking station. That technology has since evolved with many bike share programs offering bicycles via smartphone apps that can be self-locked, eliminating the need to return to a specific docking location and providing more flexibility across the system. In late 2017, electric scooters emerged as a new form of shared mobility equipment, where users can start and end a scooter ride through a smartphone app. These scooters also have a self-locking technology that allows them to be checked out and parked at a wide range of locations.

Your participation in this survey will allow local South Bay officials to evaluate how shared active transportation programs - like Bike and E-Scooters - could best be implemented to provide additional transportation choices while addressing safety, economics, and other concerns of the community. The responses you provide will help to assess the value of these programs and areas of concern to address in the development of program regulations. Thank you in advance, for your participation.

* Required

1. Would you personally be interested in participating in a bike share or scooter share program? *
   - [ ] Yes
   - [ ] No
   - [ ] Maybe

2. What is your home zip code? *

   ____________________________________________
3. Please tell us why you would participate (Select all that apply)
   □ It provides flexible transportation options
   □ It reduces the amount of time driving
   □ It’s fun/healthy
   □ It’s affordable
   □ It’s convenient
   □ It’s good for the environment
   □ I don’t have to find a vehicle parking space

4. Other reasons why I would be interested in participating:


5. Please tell us why you would not participate in a bike share or scooter share program (Select all that apply)
   □ I’m concerned about being visible/safe interacting with other vehicles
   □ I prefer to use a personal motor vehicle or public transportation
   □ Use of new technology with an electric bicycle/scooter seems challenging
   □ Lack of infrastructure for bicycles/scooters
   □ It’s not convenient
   □ I cannot/am not comfortable riding a bicycle/scooter
   □ I’m afraid I will be stranded or too late

6. Other reasons why I would not be interested in participating:
7. Would you support a Regional South Bay bike share program? *
   □ Yes
   □ No
   □ Maybe

8. Why or why not?

   __________________________________________

9. Would you support a Regional South Bay scooter share program?
   □ Yes
   □ No
   □ Maybe

10. Why or why not?

    __________________________________________

11. What types of places would you go if you participated in a bike share or scooter share program? (Select all that apply)
   □ Place of employment
   □ Beach/Pier
   □ Leisure trips/Exercise
   □ School
   □ Errands/Appointments
   □ Parks
   □ Shopping centers

3 of 7
13. How often would you likely use bike share or scooter share equipment? (Select one answer)

- Very frequently – Multiple times a day
- Frequently – Once a day/a few times per week
- Somewhat Frequently – Once a week/a few times per month
- Infrequently – Once a month or less
- Never – I do not anticipate using a bicycle or scooter through a shared program

14. If a bike share or scooter share program were developed, what types of rules or regulations do you think should be covered? (Select all that apply)

- The maximum speed at which they can travel
- The use of electric assist/motorized equipment on bike and pedestrian paths
- The safe operation by users (wearing helmets, stopping at stop signs, following speed/walk zone regulations, impaired users)
- Abandonment of bikes or scooters blocking sidewalks/paths
- The maximum number of bikes/scooters and companies
- The number of bikes or scooters parked at bike racks or corrals
- Ability to access shared bicycles without a smartphone
- Ability for the City to received revenue from a permitted program
- Commercial use of the public right-of-way
- Impacts to local bicycle rental businesses
- Not applicable – i am not concerned about the operation of a bike/scooter share program
15. Where do you think bike/scooter share bicycles or scooters should be parked? (Select all that apply)

☐ At a bike rack or bike corral

☐ At a designated space on the street

☐ At a designated space on the sidewalk

☐ In a public park or open space

☐ On private property

☐ Anywhere that doesn’t affect public safety

☐ Locked to a fixed object in the parkway

16. Other:

________________________________________________________________________

17. If you regularly take public transit, would you use a scooter or bike to connect to the transit stop?

☐ I don’t regularly take transit

☐ I do, and would use a scooter or bike

☐ I do, but would not use a scooter or bike

18. What is your work zip code?

________________________________________________________________________

________________________________________________________________________
19. Since most trips from home are no longer than a few miles, which of the following would you consider using (renting or buying) for taking those short trips? (Select all that apply):

☐ Scooter (push)
☐ Bike (pedal)
☐ E-scooter
☐ E-bike
☐ Segway
☐ Electric golf car

20. Electric scooters for rent - by the minute - have begun service in Santa Monica, and San Pedro; other South Bay cities are considering policies to introduce e-scooters to their communities. Can you foresee having interest in purchasing one?

☐ Yes
☐ No
☐ Maybe

21. What is your age?

☐ Under 18
☐ 19 – 24
☐ 25 – 34
☐ 35 – 44
☐ 45 – 54
☐ 55 – 64
☐ 65+
22. What is your gender?

☐ Male

☐ Female

☐ Prefer not to say

Thank you for taking this survey. You can turn in your completed survey at the following locations:

1. PLANNING AND BUILDING SAFETY DEPARTMENT - CITY HALL (350 MAIN STREET)
2. EL SEGUNDO LIBRARY – 111 WEST MARIPOSA AVENUE
3. JOSLYN CENTER – RECREATION PARK (401 SHELTON STREET)

If you have questions about the survey, please contact Principal Planner, Paul Samaras at psamaras@elsegundo.org or (310) 524-2340
<table>
<thead>
<tr>
<th>Question</th>
<th>El Segundo</th>
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<tbody>
<tr>
<td>Would you personally be interested in participating in a bike share or scooter share program?</td>
<td></td>
</tr>
<tr>
<td>Maybe</td>
<td>29</td>
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<tr>
<td>No</td>
<td>100</td>
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<tr>
<td>Yes</td>
<td>90</td>
</tr>
<tr>
<td>Total</td>
<td>220</td>
</tr>
</tbody>
</table>

| Please tell us why you would participate (top 2 reasons)                |            |
| Provides Flexible Transportation                                       | 106        |
| Its fun                                                                 | 12         |
| Total                                                                   | 118        |

| Please tell us why you would not participate in a bike share or scooter program (top 2 reasons) |            |
| I am concerned about being visible/safe interacting with other vehicles | 109        |
| Lack of infrastructure for bicycles/scooters                           | 77         |
| Total                                                                   | 186        |

| Would you support a Regional South Bay bike share program               |            |
| Maybe                                                                   | 46         |
| No                                                                      | 63         |
| Yes                                                                     | 111        |
| Total                                                                   | 220        |

| Why or why not would you support a regional South Bay Bike share program? |            |
| A wide range of opinions...almost everyone (pro or con) had something to say |            |
| Would you support a Regional South Bay scooter share program?           |            |
| Maybe                                                                   | 28         |
| No                                                                      | 97         |
| Yes                                                                     | 95         |
| Total                                                                   | 220        |

| What types of places would you go if you participated in a bike share or scooter share program? (rank order n=140) |            |
| Leisure trips                                                           | 116        |
| Beach/Pier                                                             | 108        |
| Errands                                                                | 85         |
| Shopping centers                                                       | 67         |
| Place of employment                                                    | 49         |
| Total                                                                   | 220        |

| How often would you likely use bikeshare or scooter equipment?         |            |
| Very Frequently - Multiple times a day                                  | 6          |
| Frequently - Once a day/a few times per week                           | 33         |
| Somewhat Frequently - Once a week/a few times per month                | 58         |
| Infrequently - Once a month or less                                    | 33         |
| Never - I do not anticipate using a bicycle or scooter through a shared program | 90         |
| Total                                                                   | 220        |

| If a bike share or scooter share program were developed, what types of rules or regulations do you think should be covered? (percentage listed) |            |
| The safe operation by users (wearing helmets, stopping at stop signs, etc.) | 169        |
| Abandonment of bikes or scooters blocking sidewalks/paths;             | 160        |
| Maximum Speed                                                          | 146        |
| Use of electric vehicles on sidewalks                                  | 136        |
| Ability for the City to receive revenue from permitting                 | 128        |
| Total                                                                   | 220        |

| Where do you think bikeshare bicycles or scooters should be parked? (Top 3 percentaged listed) |            |
| At a bike rack or bike corral                                         | 134        |
| Anywhere that doesn’t affect public safety                           | 127        |
| At a designated space on the street                                  | 100        |
| Total                                                                   | 220        |

| If you regularly take public transit, would you use a scooter or bike to connect to the transit stop? |            |
| I do, but would not use a scooter or bike                            | 22         |
| I do, and would use a scooter or bike                                | 24         |
| I don’t regularly take transit                                       | 150        |
| Total                                                                   | 198        |

<p>| DEMOGRAPHIC RESULTS                                                  |            |
| Respondents who live and work in El Segundo                          | 87         |
| 39.55%                                                                |            |</p>
<table>
<thead>
<tr>
<th>AGE</th>
<th>Female</th>
<th>%</th>
<th>Male</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 18</td>
<td>2</td>
<td>0.93%</td>
<td>1</td>
<td>0.98%</td>
</tr>
<tr>
<td>25-34</td>
<td>29</td>
<td>13.49%</td>
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<td>14.71%</td>
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<td>25.58%</td>
<td>23</td>
<td>22.55%</td>
</tr>
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Gender:
- Female: 104 (0.512315)
- Male: 99 (0.487685)
- Prefer not to say: 17
AGENDA DESCRIPTION:

Consideration and possible action to adopt a Resolution opposing new Off-Shore Drilling, including opposing new leases for oil and gas activities off the California coast pursuant to the federal government’s proposed 2019-2024 National Outer Continental Shelf Program. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Adopt a Resolution to protect El Segundo’s coast from offshore oil and gas drilling and exploration, in opposition to the proposed National Outer Continental Shelf Program; or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Resolution
Assembly Bill No. 1775
Senate Bill No. 834

FISCAL IMPACT: $0

Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

STRATEGIC PLAN:

Goal: 4 Develop Quality Infrastructure and Technology
Objective: (a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City

ORIGINATED BY: Jasmine Allen, Senior Management Analyst on behalf of the Environmental Committee

REVIEWED BY: Ken Berkman, Director of Public Works

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The Environmental Committee:

In May 2018, Oceana, the Surfrider lobbyist for protection of ocean and coastline who used to co-chair Surfrider Foundation in Santa Monica with now Mayor Drew Boyles, had approached
Tracey Miller-Zarneke, the Environmental Committee Chair, and had informed Chair Miller-Zarneke about a proposed resolution of **no new offshore drilling**. In June 2018, Chair Miller-Zarneke along with Environmental Committee Vice-Chair, Corrie Zupo, attended Oceana’s meeting. Oceana had expressed they wanted the City of El Segundo to have a position on offshore drilling.

On January 11, 2019, the Environmental Committee unanimously recommended the City Council adopt a resolution opposing new off-shore drilling off the coast of California. This proposed resolution would establish a policy position for the City of El Segundo to align in its protection of the coastline from the dangers and damage that correlate to the expansion of offshore oil and gas drilling.

**President’s Expansion of Energy Exploration and Production and California’s Legislative Response:**

Management of the oil and gas resources of the Outer Continental Shelf (OCS) is governed by the federal Outer Continental Shelf Lands Act (43 U.S. Code § 1331 et seq.). Section 18 of the Outer Continental Shelf Lands Act calls for the preparation of a nationwide OSC oil and gas leasing program. The U.S. Department of Interior’s Bureau of Ocean Energy Management (BOEM) is responsible for preparing the leasing program.

In April 2017, President Trump issued Executive Order 13795, “Implementing an America-First Offshore Energy Strategy.” The order states that it is U.S. policy to encourage energy exploration and production, including on the OCS, in order to maintain the Nation’s position as a global energy leader while ensuring any such activity is safe and environmentally responsible. The order directed the Secretary of the Interior to revise the schedule of proposed lease sales of the OCS to include annual lease sales to the maximum extent permitted by law.

In January 2018, the federal government moved to allow new offshore gas and oil drilling leases per the order. Under the draft plan, approximately 90 percent of federal waters off U.S. coastlines could be reviewed for possible leases with the oil and gas industry, in comparison with the approximately 94 percent that was previously off limits. The draft of the proposed 2019-2024 National OCS Program is available at the following web link: [https://www.boem.gov/NP-Draft-Proposed-Program-2019-2024/](https://www.boem.gov/NP-Draft-Proposed-Program-2019-2024/)

In 2018, California adopted legislation prohibiting the State Lands Commission from entering into any new lease for construction of oil and gas-related infrastructure upon lands owned by the state. The bills, Assembly Bill No. 1775 (Muratsuchi) and Senate Bill No. 834 (Jackson and Lara) (attached) opposed the proposed National OCS Program, and were signed into law by Governor Jerry Brown in September 2018. The legislation seeks to block any expansion of offshore drilling by prohibiting new leases for construction of oil and gas-related infrastructure, like pipelines or docks, which could be used to bring that oil to land.

The proposed resolution would support the California Legislature’s opposition to new leases for oil and gas activities off the California coast, and expresses support for a ban on new offshore oil and gas drilling and fracking in federal and state waters off the California coast. This proposed
resolution would establish a policy position for the City of El Segundo to align in its protection of the coastline from the dangers and damage that correlate to the expansion of offshore oil gas drilling. Burning the fossil fuels in these areas would contribute 49.5 gigatons of carbon dioxide pollution, the equivalent of the emissions from 10.6 billion cars driven for a year, deepening the climate crisis, according to an analysis by the Center for Biological Diversity https://www.biologicaldiversity.org/news/press_releases/2018/offshore-drilling-01-04-2018.php

The Environmental Committee recommends the City Council adopt the proposed resolution, as at least 68 other cities such as Los Angeles and Malibu have: http://usa.oceana.org/pacific-drilling.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF EL SEGUNDO, CALIFORNIA, TO PROTECT OUR COAST FROM OFFSHORE OIL AND GAS DRILLING AND EXPLORATION, IN OPPOSITION TO THE PROPOSED 2019-2024 NATIONAL OUTER CONTINENTAL SHELF PROGRAM

THE EL SEGUNDO CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:

SECTION 1: Recitals:

A. The City of El Segundo and its visitors enjoy California’s beaches and the Pacific Ocean for recreational, commercial, and educational activities, all of which support our local economy;

B. The City of El Segundo’s residents value our state’s ocean and coastal waters, which provide habitat to a vast array of wildlife, including fish, whales, sea turtles, and birds that depend on a healthy and clean environment;

C. New federal offshore oil and gas leases have not been granted off the coast of California since 1964;

D. The U.S. Department of Interior’s 2017-2022 Five-Year Outer Continental Shelf (OCS) Leasing Program adopted as of November 18, 2016 contained no restrictions on offshore drilling along the Pacific Coast;

E. Offshore oil and gas drilling and exploration off the Pacific coast puts coastal resources, and the communities and industries that depend on them, at risk from oil spills and other damage;

F. Pipeline and offshore drilling have caused catastrophic economic and environmental damage in the past;

G. Opening new areas off the Pacific coast to offshore drilling will perpetuate the dependence on fossil fuels;

H. California recognizes that instead of prioritizing new oil and gas development, the nation can thrive by championing renewable energy, which creates, jobs, bolsters the economy, and protects the coastline, resources, and marine wildlife from a catastrophic oil spill;

I. California continues to pioneer clean, renewable energy, in accordance with regulatory measures that include SB100;
J. Increasing the State’s renewable energy portfolio is a key strategy to fight climate change and reduce greenhouse gas emissions;

K. California is a founding member of the International Ocean Acidification Alliance to Combat Ocean Acidification, which identifies, coordinates, and expands meaningful and timely actions to combat ocean acidification and highlights the urgency of reducing greenhouse gas emissions;

L. California has made significant social and financial investments to create the nation’s first science-based network of Marine Protected Areas (MPA) to protect marine life and habitats which safeguards ecosystems and economic activities that rely on a healthy ocean—including tourism and commercial fishing—and supports the state’s thriving $44 billion ocean economy;

M. Activities occurring beyond California’s three-mile boundary in federal waters can influence and impact protected marine mammal species that use State waters to feed, breed, and migrate;

N. The state of California prohibited new oil and gas leasing in state waters due to the unacceptably high risk of damage and disruption to the marine environment; and,

O. The Governor of California, the Attorney General, the State Senate, the State Lands Commission, the California Coastal Commission, the California Department of Fish and Wildlife, along with over 60 California municipalities, have taken a stand against new federal offshore oil and gas leases in the Pacific Ocean.

SECTION 2: The City Council hereby resolves that the City of El Segundo (1) opposes new leases for oil and gas activities off the coast of California, (2) opposes policy to encourage energy exploration and production on the Outer Continental Shelf, (3) opposes new federal oil and gas leasing off the Pacific coast, (4) supports a ban on new offshore oil and gas drilling, fracking, and related techniques in federal and state waters off the California coast.

SECTION 3: The City Clerk is directed to forward a copy of this Resolution to Governor Newsom, U. S. Senators Feinstein and Harris; U.S. Representative Lieu; State Senator Allen; State Representative Burke; and any other interested parties.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of
the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this ____ day of March, 2019.

________________________
Drew Boyles, 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 ____ day of March 2019, 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
Introduced by Assembly Members Muratsuchi and Limón
(Principal coauthor: Senator Jackson)

January 4, 2018

An act to add Section 6245 to the Public Resources Code, relating to state lands.

LEGISLATIVE COUNSEL’S DIGEST

AB 1775, as introduced, Muratsuchi. State lands: leasing: oil and gas.
Existing law vests exclusive jurisdiction over ungranted tidelands and submerged lands owned by the state to the State Lands Commission. Existing law confers the powers of the commission as to leasing or granting of rights or privileges to lands owned by the state upon a local trustee of granted public trust lands to which those lands have been granted. Existing law authorizes the commission to let leases for the extraction of oil and gas from coastal tidelands or submerged lands in state waters and beds of navigable rivers and lakes within the state in accordance with specified provisions of law.
Existing law, notwithstanding those provisions or any other provision of law, prohibits a state agency or state officer from entering into any new lease for the extraction of oil or gas from the California Coastal Sanctuary, which includes certain state waters subject to tidal influence, unless either (1) the President of the United States has found a severe energy supply interruption and has ordered distribution of the Strategic Petroleum Reserve, the Governor finds that the energy resources of the sanctuary will contribute significantly to the alleviation of that interruption, and the Legislature subsequently acts to amend the law to
allow the extraction, or (2) the commission determines that the oil or gas deposits are being drained by means of producing wells upon adjacent federal lands and the lease is in the best interest of the state.

This bill would prohibit the commission and the local trustees of granted public trust lands from entering into any new lease or other conveyance or from entering into any lease renewal, extension, or modification that authorizes a lessee to engage in new or additional exploration, development, or production of oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal waterways that would result in the increase of oil or natural gas production from federal waters. The bill would apply the exceptions applicable to the California Coastal Sanctuary to these provisions. The bill would authorize the commission to establish guidelines for the implementation of these provisions.


The people of the State of California do enact as follows:

SECTION 1. Section 6245 is added to the Public Resources Code, to read:

(a) Except as provided in subdivision (c), the commission shall not enter into any new lease or other conveyance that authorizes the exploration for, or the development and production of, oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal waterways that would result in the increase of oil or natural gas production from federal waters.

(b) Except as provided in subdivision (c), the commission shall not enter into any lease renewal, extension, or modification that authorizes a lessee to engage in new or additional exploration, development, or production of oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal waterways.
waterways that would result in the increase of oil or natural gas production from federal waters.

(c) Subdivisions (a) and (b) shall not apply if either of the following occur:

1. The President of the United States has found a severe energy supply interruption and has ordered distribution of the Strategic Petroleum Reserve pursuant to Section 6241(d) of Title 42 of the United States Code, the Governor finds that the energy resources subject to subdivision (a) or (b) will contribute significantly to the alleviation of that interruption, and the Legislature subsequently acts to amend this chapter to allow for the leasing or other conveyance or the lease renewal, extension, or modification, as applicable.

2. The commission determines that oil or gas deposits subject to a lease impacted by subdivision (a) or (b) are being drained by means of producing wells upon adjacent federal lands and the lease or other conveyance, as applicable, is in the best interests of the state.

(d) The commission may establish guidelines for the implementation of this section.

(e) For the purposes of this section, the following terms have the following meanings:

1. “Commission” means the State Lands Commission or a local trustee of granted public trust lands, as defined pursuant to Section 6306.

2. “Development” means those activities taking place following the discovery of oil and natural gas, including geophysical activity, drilling, platform construction, pipeline construction, and operation of all onshore support facilities that are performed for the purpose of ultimately producing the resources discovered.

3. “Exploration” means the process of searching for oil and natural gas, including any drilling, whether on or off known geological structures, including the drilling of a well in which a discovery of oil or natural gas is made and the drilling of any additional delineation well after the discovery that is needed to delineate any reservoir and to enable a lessee to determine whether to proceed with the development and production.

4. “Federal waters” means those waters and submerged lands lying seaward to the state waters of California that appertain to the United States and are subject to federal jurisdiction and control.
(5) (A) "New or additional exploration, development, or production of oil or natural gas" includes any activity undertaken to increase the capacity of any pipeline or other infrastructure used to convey oil or natural gas from federal waters.

(B) "New or additional exploration, development, or production of oil or natural gas" does not include either of the following:

(i) Any activity undertaken to repair, replace, or maintain any pipeline or other infrastructure used to convey oil or natural gas or any other activity necessary to ensure the safe operation of infrastructure used in the exploration, development, or production of oil or natural gas.

(ii) Any activity undertaken to convey oil or natural gas produced from state waters.

(6) "Production" means those activities that take place after the successful completion of any means for the removal of oil and natural gas, including that removal, field operations, transfer of resources to shore, operation monitoring, maintenance, and work-over drilling. "Producing" means undertaking those activities.

(7) "State waters" means the zone in which the United States has released to adjacent coastal states title, ownership, and the right to manage natural resources, as defined pursuant to Section 36108.
Introduced by Senators Jackson and Lara
(Principal coauthor: Senator McGuire)
(Principal coauthor: Assembly Member Muratsuchi)
(Coauthors: Senators Allen, Stern, and Wiener)
(Coauthor: Assembly Member Bloom)

January 4, 2018

An act to add Section 6245 to the Public Resources Code, relating to state lands.

LEGISLATIVE COUNSEL'S DIGEST

SB 834, as introduced, Jackson. State lands: leasing; oil and gas. Existing law vests exclusive jurisdiction over ungranted tidelands and submerged lands owned by the state to the State Lands Commission. Existing law confers the powers of the commission as to leasing or granting of rights or privileges to lands owned by the state upon a local trustee of granted public trust lands to which those lands have been granted. Existing law authorizes the commission to let leases for the extraction of oil and gas from coastal tidelands or submerged lands in state waters and beds of navigable rivers and lakes within the state in accordance with specified provisions of law.

Existing law, notwithstanding those provisions or any other provision of law, prohibits a state agency or state officer from entering into any new lease for the extraction of oil or gas from the California Coastal Sanctuary, which includes certain state waters subject to tidal influence, unless either (1) the President of the United States has found a severe energy supply interruption and has ordered distribution of the Strategic Petroleum Reserve, the Governor finds that the energy resources of the sanctuary will contribute significantly to the alleviation of that interruption, and the Legislature subsequently acts to amend the law to
allow the extraction, or (2) the commission determines that the oil or gas deposits are being drained by means of producing wells upon adjacent federal lands and the lease is in the best interest of the state.

This bill would prohibit the commission and the local trustees of granted public trust lands from entering into any new lease or other conveyance or from entering into any lease renewal, extension, or modification that authorizes a lessee to engage in new or additional exploration, development, or production of oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal waterways that would result in the increase of oil or natural gas production from federal waters. The bill would apply the exceptions applicable to the California Coastal Sanctuary to these provisions. The bill would authorize the commission to establish guidelines for the implementation of these provisions.


The people of the State of California do enact as follows:

SECTION 1. Section 6245 is added to the Public Resources Code, to read:

6245. (a) Except as provided in subdivision (c), the commission shall not enter into any new lease or other conveyance that authorizes the exploration for, or the development and production of, oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal waterways that would result in the increase of oil or natural gas production from federal waters.

(b) Except as provided in subdivision (c), the commission shall not enter into any lease renewal, extension, or modification that authorizes a lessee to engage in new or additional exploration, development, or production of oil or natural gas upon lands owned by the state and under the jurisdiction of the commission that are located seaward of the ordinary high water mark for tidal waterways and the ordinary low water mark for navigable nontidal
waterways that would result in the increase of oil or natural gas
production from federal waters.
(c) Subdivisions (a) and (b) shall not apply if either of the
following occur:
(1) The President of the United States has found a severe energy
supply interruption and has ordered distribution of the Strategic
Petroleum Reserve pursuant to Section 6241(d) of Title 42 of the
United States Code, the Governor finds that the energy resources
subject to subdivision (a) or (b) will contribute significantly to the
alleviation of that interruption, and the Legislature subsequently
acts to amend this chapter to allow for the leasing or other
conveyance or the lease renewal, extension, or modification, as
applicable.
(2) The commission determines that oil or gas deposits subject
to a lease impacted by subdivision (a) or (b) are being drained by
means of producing wells upon adjacent federal lands and the lease
or other conveyance, as applicable, is in the best interests of the
state.
(d) The commission may establish guidelines for the
implementation of this section.
(e) For the purposes of this section, the following terms have
the following meanings:
(1) “Commission” means the State Lands Commission or a local
trustee of granted public trust lands, as defined pursuant to Section
6306.
(2) “Development” means those activities taking place following
the discovery of oil and natural gas, including geophysical activity,
drilling, platform construction, pipeline construction, and operation
of all onshore support facilities that are performed for the purpose
of ultimately producing the resources discovered.
(3) “Exploration” means the process of searching for oil and
natural gas, including any drilling, whether on or off known
geological structures, including the drilling of a well in which a
discovery of oil or natural gas is made and the drilling of any
additional delineation well after the discovery that is needed to
delineate any reservoir and to enable a lessee to determine whether
to proceed with the development and production.
(4) “Federal waters” means those waters and submerged lands
lying seaward to the state waters of California that appertain to
the United States and are subject to federal jurisdiction and control.
(5) (A) “New or additional exploration, development, or production of oil or natural gas” includes any activity undertaken to increase the capacity of any pipeline or other infrastructure used to convey oil or natural gas from federal waters.

(B) “New or additional exploration, development, or production of oil or natural gas” does not include either of the following:

(i) Any activity undertaken to repair, replace, or maintain any pipeline or other infrastructure used to convey oil or natural gas or any other activity necessary to ensure the safe operation of infrastructure used in the exploration, development, or production of oil or natural gas.

(ii) Any activity undertaken to convey oil or natural gas produced from state waters.

(6) “Production” means those activities that take place after the successful completion of any means for the removal of oil and natural gas, including that removal, field operations, transfer of resources to shore, operation monitoring, maintenance, and workover drilling. “Producing” means undertaking those activities.

(7) “State waters” means the zone in which the United States has released to adjacent coastal states title, ownership, and the right to manage natural resources, as defined pursuant to Section 36108.
AGENDA DESCRIPTION:
Consideration and possible action to adopt a Resolution opposing proposed state legislation to maintain local control of energy solutions in opposition to the zero-.emissions buildings and sources of heat energy. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. City Council to adopt a Resolution for the City to support and preserve consumer energy choice; or,
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Resolution
Assembly Bill No. 3232

FISCAL IMPACT: $0
Amount Budgeted: $0
Additional Appropriation: N/A
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 4  Develop Quality Infrastructure and Technology
Objective: (a) El Segundo’s physical infrastructure supports an appealing, safe, and effective City

ORIGINATED BY: Jasmine Allen, Senior Management Analyst on behalf of the Environmental Committee
REVIEWED BY: Ken Berkman, Director of Public Works
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Environmental Committee:
In May 2018, Mayor Pro Tem Pirsztuk had a brief discussion with Patty Wagner, CEO of the Southern California Gas Company. Ms. Wagner informed Mayor Pro Tem Pirsztuk of certain policies and legislation under consideration in Sacramento that would potentially require all residential and commercial properties to electrify all buildings and sources of heat energy, including restaurants. Although there is a lot of opposition, there is still momentum toward electrifying.
On January 11, 2019, the Environmental Committee unanimously recommended the City Council adopt a resolution opposing this proposed State legislation. The resolution proposed herein would establish a policy position for the City of El Segundo to support and preserve consumer energy choice and oppose policies that eliminate local control by mandating technologies that can be used to power buildings and fuel vehicles, and meet or exceed emissions reductions regulations.

Assembly Bill 3232 (AB3232): Zero-Emissions Buildings and Sources of Heat Energy

AB3232, authored by California Assemblymember Laura Friedman (D-Glendale), was signed into law by Governor Jerry Brown in September 2018 (see attached). AB3232 requires the California Energy Commission (CEC) to assess, by January 1, 2021, how to reduce greenhouse gas (GHG) emissions from the State’s building stock by 40 percent below 1990 levels by 2030, in line with the State’s overall GHG emissions limit. The original version of the bill would have required that all new construction, including residential and commercial properties (such as restaurants), be equipped with only electric appliances. The original version of the bill also required that 50 percent of existing buildings, including residential, be retrofitted to electric appliances.

There was significant opposition to the proposed legislation from residents, housing associations, restaurant associations, and rate payer advocates as it would increase energy costs in addition to upfront equipment costs. Some studies have estimated that electricity costs could increase by $900 per year, per household by moving to exclusively electrified appliances. The bill, as originally proposed, would also eliminate customer energy choice. Many end users have not moved to electric appliances because it is cost prohibitive, but many also prefer to cook with gas appliances instead of electric. Due to the opposition, the bill was modified to require the CEC to study how to achieve emission reductions, rather than moving forward with an all-electric mandate.

Current legislation information on the Bill can be found here: https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=201720180AB3232

The proposed resolution would establish a policy position for the City to support and preserve consumer energy choice.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF EL SEGUNDO, CALIFORNIA, TO MAINTAIN LOCAL CONTROL OF ENERGY SOLUTIONS IN OPPOSITION TO THE ZERO-EMISSIONS BUILDINGS AND SOURCES OF HEAT ENERGY.

THE EL SEGUNDO CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:

SECTION 1: Recitals:

A. California’s energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

B. The state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state’s climate goals

C. Clean, affordable and reliable energy is crucial to the material health, safety and well-being of the El Segundo residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially

D. The need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city’s success in a highly competitive and increasingly regional and global marketplace

E. El Segundo, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements

F. Building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for City of El Segundo residents and businesses

G. El Segundo understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience

H. El Segundo understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.
SECTION 2: THE CITY COUNCIL HEREBY RESOLVES that El Segundo supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals, and opposes proposed state legislation and policy that eliminate local control by mandating technologies that can be used to power buildings and fuel vehicles and also meet or exceed emissions reductions regulations.

SECTION 3: The City Clerk is directed to forward a copy of this Resolution to Governor Newsom, U. S. Senators Feinstein and Harris; U.S. Representative Lieu; State Senator Allen; State Representative Burke; and any other interested parties.

SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this ____ day of March, 2019.

__________________________________________________________________________

Drew Boyles, Mayor

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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 ____ day of March 2019, 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
Assembly Bill No. 3232

CHAPTER 373

An act to add Section 25403 to the Public Resources Code, relating to energy,

[ Approved by Governor September 13, 2018. Filed with Secretary of State September 13, 2018. ]

LEGISLATIVE COUNSEL’S DIGEST


The Warren-Alquist State Energy Resources Conservation and Development Act requires the State Energy Resources Conservation and Development Commission to adopt building design and construction standards and energy and water conservation standards for new residential and nonresidential buildings to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy, including energy associated with the use of water. The act requires those standards to be cost effective when taken in their entirety and when amortized over the economic life of the structure compared with historic practice. The act requires the commission to adopt standards for a program of electrical load management for each utility service area.

This bill would require the commission, by January 1, 2021, to assess the potential for the state to reduce the emissions of greenhouse gases from the state’s residential and commercial building stock by at least 40% below 1990 levels by January 1, 2030. The bill would require the commission to include in the 2021 edition of the integrated energy policy report and all subsequent integrated energy policy reports a report on the emissions of greenhouse gases associated with the supply of energy to residential and commercial buildings.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) Chapter 249 of the Statutes of 2016 directs the state to achieve a reduction in the emissions of greenhouse gases of 40 percent below 1990 levels by 2030.

(2) Buildings are responsible for 25 percent of all emissions of greenhouse gases.

(3) Direct emissions from the combustion of fossil fuels in buildings, primarily for space and water heating, accounts for 10 percent of all emissions of greenhouse gases in California.

(4) Approximately half of all energy used in buildings in California is in the form of on-site combustion of fossil fuels.

(5) The state has many ambitious energy efficiency building goals. Chapter 470 of the Statutes of 2009 requires the State Energy Resources Conservation and Development Commission to establish a comprehensive program to achieve greater energy savings in the state’s existing residential and nonresidential building stock. The Clean
Energy and Pollution Reduction Act of 2015 (Chapter 547 of the Statutes of 2015) establishes a goal of achieving a cumulative doubling of statewide energy efficiency savings in electricity and natural gas final end uses of retail customers by January 1, 2030. However, the state has not assessed the potential for cost-effectively reducing total greenhouse gas emissions from buildings by an amount that is consistent with the state’s greenhouse gas reduction target of 40 percent below 1990 levels by 2030.

(6) Decarbonizing California’s buildings is essential to achieve the state’s greenhouse gas emission reduction goals at the lowest possible cost.

(b) It is the intent of the Legislature to achieve significant reductions in the emissions of greenhouse gases by the state’s residential and commercial building stock by January 1, 2030.

SEC. 2. Section 25403 is added to the Public Resources Code, to read:

25403. (a) By January 1, 2021, the commission, in consultation with the Public Utilities Commission, the State Air Resources Board, and the Independent System Operator, shall assess the potential for the state to reduce the emissions of greenhouse gases in the state’s residential and commercial building stock by at least 40 percent below 1990 levels by January 1, 2030. The assessment shall include consideration of all of the following:

(1) An evaluation, based on the best available data and existing analyses, of the cost per metric ton of carbon dioxide equivalent of the potential reduction from residential and commercial building stock relative to other statewide greenhouse gas emissions reduction strategies.

(2) The cost-effectiveness of strategies to reduce emissions of greenhouse gases from space heating and water heating in both new and existing residential and commercial buildings.

(3) The challenges associated with reducing emissions of greenhouse gases from low-income housing, multifamily housing, and high-rise buildings.

(4) Load management strategies to optimize building energy use in a manner that reduces the emissions of greenhouse gases.

(5) The potential impacts of emission reduction strategies on ratepayers, construction costs, and grid reliability. In assessing the impact on grid reliability, the commission shall account for both of the following:

(A) The commission’s 2019 Building Energy Efficiency Standards, effective January 1, 2020, that propose to require solar energy systems on all new single-family and low-rise residential dwellings.

(B) The increased load and impact on electrical infrastructure due to transportation electrification.

(b) (1) By June 1, 2021, the commission, pursuant to Section 9795 of the Government Code, shall report to the Legislature the findings from the assessment.

(2) Pursuant to Section 10231.5 of the Government Code, this subdivision is inoperative on June 1, 2026.

(c) Beginning with the integrated energy policy report due on November 1, 2021, and in all subsequent integrated energy policy reports, the commission shall include a report on the emissions of greenhouse gases, based on existing data, associated with the supply of energy to residential and commercial buildings, by fuel type. The commission shall make this information publicly available on its Internet Web site.
AGENDA DESCRIPTION:

Consideration and possible action regarding implementation of a Fine Forgiveness Month at the El Segundo Public Library beginning Monday, April 1, 2019 and ending Tuesday, April 30, 2019 for purposes of removing barriers to library services and allowing the El Segundo Public Library to recover library materials which may not otherwise be returned for use by other customers.

Fiscal Impact: The El Segundo Public Library’s average monthly revenue from overdue fines and fees is $1666. In addition, library staff estimate that at least $10,000 in overdue fees could be waived during Fine Forgiveness Month. The lost revenue is offset, to some extent, by the return of overdue materials. It also must be recognized that a significant portion of the lost revenue would never have been collected.

RECOMMENDED COUNCIL ACTION:

1. Receive and file presentation by Library Board of Trustees members;
2. Direct the Library Director to waive fines and fees for overdue books returned during Fine Forgiveness Month or as requested from library card holders from April 1, 2019 through April 30, 2019.
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS: N/A

FISCAL IMPACT:

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STRATEGIC PLAN:

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<tr>
<th>Goal:</th>
<th>1</th>
<th>Enhance Customer Service, Engagement, and Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective:</td>
<td>(a)</td>
<td>El Segundo provides unparalleled service to internal and external customers</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Melissa McCollum, Library Director

REVIEWED BY: City Attorney’s Office

APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

The El Segundo Public Library continuously evaluates its programs and services to ensure that they align with patron needs. As part of this evaluation, it has become clear that there are some library policies that impede access to the vital resources and services provided by the public and school libraries in town. The El Segundo Public Library has embarked upon an effort to proactively eliminate barriers to library services.

Although overdue fines and fees have traditionally been a fact of life for public libraries in America, a growing number of libraries nationwide, including the San Diego Public Library, San Mateo County Library, and Denver Public Library, have made news by eliminating charges for late returns of library materials in order to increase patron access to materials and services, reduce the inequitable impact of overdue fines, improve patron relationships with the library, and optimize library staff time and increase efficiency. Many other public libraries are creating fine-free cards for certain categories of patrons, such as kids or teens or active duty military personnel and veterans.

A majority of public libraries also accept other ways to satisfy fines without monetary payment, such as youth “reading down” their fines, food drives, or fine forgiveness periods. The El Segundo Public Library Board of Trustees recommends a first step of offering a Fine Forgiveness Month at the El Segundo Public Library in April 2019 to improve access to library materials and services.

Fines and fees for overdue library materials equate to less than 1% of the Library Services Department’s annual budget. Implementing programs that have minimal revenue impact at the same time as having a significant impact on making materials and services more accessible to patrons is essential for ensuring lifelong learning in the community.

Libraries have long served as trusted and treasured institutions. When youth incur fines on their accounts and are unable to pay them, an impediment is created in that they are no longer able to enjoy the privileges associated with library access. Library staff at Richmond Street School and Center Street School report regular occurrences of students unable to check out books during class visits due to overdue fines. This recurring situation paradoxically discourages kids from using the library and reading.

Currently, 10% of children’s accounts at the El Segundo Public Library (or 480 children) are blocked from library access because of overdue fines. While there is a possibility that some of the youth will pay outstanding fines, historically, in El Segundo and in library systems across the nation, many of the fines are never paid and young patrons (or their caregivers) simply choose to stop utilizing the library system. For example, 249 of the blocked children’s accounts have been unused for the last three years.

In addition, 6% of all adult accounts (or 761 adults) are blocked from checking out materials due to overdue library fees. Over 500 of the blocked adult accounts have been unused during the past three years.

A one-month “fine forgiveness” period will allow library customers to return overdue materials without paying the applicable overdue fees and/or request outstanding overdue fees be removed from their accounts. From April 1-April 30, 2019 only, El Segundo Public Library staff at the Main
Library and school libraries will forgive past and present overdue fines upon request and will track the amount of overdue fines waived and number of library accounts returned to good standing. In addition to restoring library access for patrons of all ages, the Public Library will recover valuable library materials which may not otherwise be returned for use by other customers. All materials will be eligible for fine forgiveness with the exception of damaged, unusable, or lost items. Additionally, there will be no reimbursement for previously paid fines or fees.

The Library Services Department recommends additional discussion of overdue library fees during upcoming Strategic Planning and/or budget sessions as the cost of collecting overdue library fees is comparable to the amount of money collected due to expenditures of staff time for collecting fees, paper and postage used for issuing reminder notices and bills, and fees paid to a collection agency for accounts with fines of $50 or more.

As mentioned previously, elimination of overdue fees also removes barriers to access, gives local libraries a friendlier image, and increases circulation of library materials. In addition, many library systems of various sizes have demonstrated that concerns about eliminating fines, including lost revenue, fear of materials being returned late and unavailable for others to use, and the belief that fines are necessary to teach responsible patron behavior, may be adequately addressed. For example, a recent report by the City and County of San Francisco Office of the Treasurer and Tax Collector and San Francisco Public Library (SFPL) based on research of national publications, conversations with library leaders and experts across the country, surveys of SFPL patrons and staff, and analysis of SFPL data, found:

- Overdue fine collections do not represent a significant portion of library budgets
- None of the libraries which have eliminated overdue fines have experienced increases in late returns, longer hold times, or gaps in the collection
- Billed-item fees for lost materials would remain in place with overdue fine elimination, so patrons still have monetary incentive to return their items to the library
- There is no evidence that overdue fines consistently serve as a motivating factor to on-time returns; rather most people will miss a deadline at some point

If Fine Forgiveness Month is approved for the El Segundo Public Library, the Library Services Department will market the opportunity widely to present and past patrons in a variety of ways, including in the Main Library and school libraries, online, and around town in coordination with City and School staff, local publications, and community partners. School library staff will make a special effort to reach out to all parents or caregivers of current students with blocked library cards with the goal of reinstating current students’ access in order to encourage all El Segundo youth to begin reading and succeeding in our libraries again.
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<td>ASSET FORFEITURE FUND</td>
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STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

Information on actual expenditures is available in the Director of Finance's 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 or emergency 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, instances where prompt payment discounts can be obtained or late payment penalties can be avoided 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:** 3-4-19

**CITY MANAGER**  
**DATE:** 3-6-19

**VOID CHECKS DUE TO ALIGNMENT:** N/A

**VOID CHECKS DUE TO INCORRECT CHECK DATE:**

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:**

**NOTES**
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 2/25/19 THROUGH 3/3/19

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<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Amount</th>
<th>Description</th>
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<td>Nationwide NRS EFT</td>
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<td>2/28/2019</td>
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<td>2/28/2019</td>
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<td>Employee Health and DCA card charges</td>
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**Total Payments by Wire:** 598,149.68

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**DATE OF RATIFICATION: 3/11/19**

**TOTAL PAYMENTS BY WIRE:** 598,149.68

Certified as to the accuracy of the wire transfers by:

*Deputy City Treasurer II*

*Director of Finance*

*City Manager*

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
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<td>Home Sound Installation Fund</td>
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<td>Hyperion Mitigation Fund</td>
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<td>118</td>
<td>Total Article 3 - 68 #21 Skyway Fund</td>
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<td>119</td>
<td>MTA Grant</td>
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<td>FEMA</td>
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<td>C.O.P.S. Fund</td>
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<td>123</td>
<td>L.A.-W.A. Fund</td>
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<td>Total Warrants</td>
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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I certify as to the accuracy of the Demand and the availability of fund for payment thereof.

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

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

FINANCE DIRECTOR: [Signature]
DATE: 3-11-19

CITY MANAGER: [Signature]
DATE: 5-12-19
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
3/4/19 THROUGH 3/10/19

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<td>3/6/2019</td>
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<td>Postage for Library</td>
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<td>3/7/2019</td>
<td>Cal Pers</td>
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<td>3/8/2019</td>
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<td>457 payment Vantagepoint</td>
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<td>3/8/2019</td>
<td>Manufacturers &amp; Traders</td>
<td>ROTH IRA payment Vantagepoint</td>
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<td>2/25/19-3/3/19</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
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<tr>
<td>2/25/19-3/3/19</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
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<tr>
<td>2/25/19-3/3/19</td>
<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
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<tr>
<td>2/25/19-3/3/19</td>
<td>Flexible Spending Card</td>
<td>Health Reimbursement checks issued</td>
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<td><strong>789,465.84</strong></td>
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DATE OF RATIFICATION: 3/11/19
TOTAL PAYMENTS BY WIRE: 789,465.84

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II  
Date: 3/11/19

Director of Finance  
Date: 3/11/19

City Manager  
Date: 3/12/19

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5, 2019 – 3:00 PM

3:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 3:03 PM

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

SPECIAL ORDER OF BUSINESS:

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

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(d)(1)): -5- matters

1. Galloway v. City of El Segundo, Los Angeles Superior Court Case No. BC709378
2. Sarrafiesh v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 10068763, etc.
3. Nixt v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 9802836
4. Whitehead v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 11048959
5. Hatcher v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ (To Be Assigned)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -0-matters.


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

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

PUBLIC EMPLOYMENT (Gov't Code § 54957) -1- matter

1. City Manager

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -6-matters

1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriguez, City Manager, Greg Carpenter and Human Resources Director.

ADJOURNMENT at 5:00 PM

---

Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5, 2019 – 5:00 PM

5:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 5:00 PM

ROLL CALL

Mayor Boyles  Present
Mayor Pro Tem Pirsztuk  Present
Council Member Brann  Present
Council Member Pimentel  Present
Council Member Nicol  Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

SPECIAL ORDER OF BUSINESS:

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

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(d)(1): -5- matters

1. Galloway v. City of El Segundo, Los Angeles Superior Court Case No. BC709378
2. Sarrafiesh v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 10068763, etc.
3. Nixt v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 9802836
4. Whitehead v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ 11048959
5. Hatcher v. City of El Segundo, Workers Compensation Appeals Board Case No. ADJ (To Be Assigned)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -0- matters.


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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter
PUBLIC EMPLOYMENT (Gov't Code § 54957) -1- matter

1. City Manager

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

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -6- matters

1. Employee Organizations: Police Management Association; Police Support Services Employees Association; Supervisory, Professional Employees Association; City Employee Association; and Executive and Management/Confidential Employees (unrepresented groups).

Agency Designated Representative: Irma Moisa Rodriquez, City Manager, Greg Carpenter and Human Resources Director.

Adjourned at 6:50 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 5 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 7:00 PM

INVOCATION – Pastor Wes Harding, The Bridge Church

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pirsztuk

PRESENTATIONS

a) Proclamation read by Mayor Pro Tem Pirsztuk and presented to Sebastian Hansen, Tree Musketeers Youth Manager - the Next Generation, proclaiming, National Arbor Day March 7th, 2019. Tree Musketeers will hold an event to honor the day on Saturday, March 13th at Recreation Park.

b) Commendation read by Council Member Nicol, presented to the ESHS Boys’ Soccer Team CIF Champions.

c) Presentation by Crista Binder, City Treasurer and Dino Marsocci, Deputy City Treasurer I regarding the Treasury Department Investment Portfolio Report and Year in Review and introduced the new Deputy City Treasurer II, LaTonya Fair.

ROLL CALL

Mayor Boyles Present
Mayor Pro Tem Pirsztuk Present
Council Member Brann Present
Council Member Pimentel Present
Council Member Nicol Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Emily Fuller, non-resident, Trojan Water Polo, commented on item #12
Ashley Lawlor, resident, commented on item #12
Sharon Blacksten, resident, commented on item #12
Nick Rodgers, resident, commented on item #12
Lee Davis, resident, commented on item #12
Name unknown, Trojan Water Polo Club supporter, commented on item #12
Name unknown, Trojan Water Polo Club supporter, commented on item #12
Jody Wang, non-resident, Trojan Water Polo Club, commented on item #12
Alex Reisman, non-resident, Trojan Water Polo Club, commented on item #12
Kari Schaff-Jaeger, resident, commented on item #12
Robyn Arnold, resident, commented on item #12
Rebecca Allen, non-resident, commented on item #12
Kent Honey, non-resident, Trojan Water Polo Club, commented on item #12
Sean Kim, non-resident, Trojan Water Polo Club, commented on item #12
David (unknown last name), non-resident, Trojan Water Polo Club, commented on item #12
(Unknown first name) Carter, non-resident, Trojan Water Polo Club, commented on item #12
Marie Beetner, resident, Beach Cities Swimming, commented on item #12
Troy (unknown last name) non-resident, Trojan Water Polo Club, commented on item #12
Kathy Neilson, donated a minute to Coach Shelton.
Monique Shelton, non-resident, Beach Cities Swimming, commented on item #12
Chris Igley, non-resident, Trojan Water Polo Club, commented on item #12
Garrett Allen, non-resident, Trojan Water Polo Club, commented on item #12
Stefan (unknown last name), non-resident, Trojan Water Polo Club, commented on item #12
Joe Agliozzo, non-resident, Trojan Water Polo club, commented on item #12
Alec Campbell, non-resident, Beach Cities Swimming, commented on item #12
Kirk Frye, South Bay United Water Polo President, commented on item #12
Will Kerker, resident, South Bay United Water Polo Club, commented on item #12
Beau Blacksten, resident, Trojan Water Polo club, commented on item #12
Ethan Geltch, resident, South Bay United Water Polo Club, commented on item #12
Mason Jaeger, resident, South Bay United Water Polo Club, commented on item #12
Kelly Hendrickson, non-resident, Trojan Water Polo Club, commented on item #12
Brandy Mostellar, non-resident, Trojan Water Polo Club, commented on item #12
Bonnie Kerker, resident, South Bay United Water Polo Club, commented on item #12
Chris Brennan, non-resident, Beach Cities Swimming, commented on item #12
Eric Healey, non-resident, Director – Trojan Water Polo Club, commented on item #12

CITY COUNCIL COMMENTS – (Related to Public Communications)

Council Member Nicol apologized to a speaker regarding a remark made.

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Nicol, SECONDED by Mayor Pro Tem Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Council Member Pimentel left the dais due to possible conflict
ITEM MOVED UP ON AGENDA DUE TO LARGE COMMUNITY INTEREST AND PRESENCE.

12. Consideration and possible action to clarify the direction to staff related to selection of user groups for the City of El Segundo – Wiseburn Unified School District Aquatics Center (2240 E. Grand Avenue).
   (Fiscal Impact: None)

Council Member Brann introduced the item.

Areca Hester, Recreation and Parks Superintendent and Jeanette Gant, Aquatics Supervisor, reported and answered questions on the item.

Lee Davis, Recreation and Parks Commission member and Pool Subcommittee member, commented on the item, per Mayor Pro Tem Pirsztuk request.

Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Nicol to uphold the 5 criteria items previously voted upon at the February 5, 2019 City Council Meeting, (current and future resident composition, prioritize programs with greatest number of participants during peak times, diversity of programs, adding off peak pricing and minimize financial impact), accommodate all four programs, (Alpha Aquatics, Beach Cities Swimming, Trojan Water Polo Club and South Bay United Water Polo Club) and offer one (1) year contracts and after the year is complete, reevaluate the programs using the same success criteria for possible contract extensions. MOTION PASSED BY VOICE VOTE. 3/1 YES: Boyles Nicol Pirsztuk NO: Brann

Recessed at 8:46 PM

Reconvened 8:56 PM

Council Member Pimentel returned to the dais

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. Approve Warrant Numbers 3024874 through 3024963 and 9000821 through 9000821 on Register No. 10a in the total amount of $369,135.70 and Wire Transfers from 2/11/19 through 2/17/19 in the total amount of $2,240,442.18. Warrant Numbers 3024964 through 3025055 and 9000822 through 9000823 on Register No. 10b in the total amount of $413,586.96 and Wire Transfers from 2/18/2019 through 2/24/2019 in the total amount of $269,159.77. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.


3. Adopt Resolution No. 5132 approving Plans and Specifications for the El Segundo Boulevard Parking Pilot Project (narrowing travel lanes and eliminating shoulder on north side of street between Sheldon Street and Main Street to provide additional parking) and authorize staff to advertise the project for construction bids. Project No. PW 19-15. (Fiscal Impact: To Be Determined)

4. Receive and file report without objecting regarding a request to allow a new restaurant (BURGERIM) to serve beer and wine for on-site consumption. BURGERIM is located at 831 North Douglas Street, within the Corporate Campus Specific Plan area. EA 1238 AUP 18-09. Applicant: FLOMAE, LLC. (Fiscal Impact: None)

5. Authorize the City Manager to execute a standard Public Works Contract No. 5670, in a form approved by the City Attorney, to G2K Construction in the amount of $110,700.00 and authorize an additional $11,000.00 for construction related contingencies for the Campus El Segundo Shade Structure Project (installation of shade structures on soccer fields) at 2201 E. Mariposa Ave. Project No. PW 18-28. (Fiscal Impact: $121,700.00)

6. Authorize the City Manager to amend the standard Public Works Contract Amendment No. 5581A, in a form approved by the City Attorney, with Corral Construction & Development Inc. for additional work in the amount of $33,968.00 and approve an additional construction contingency of $3,400.00 for the Library Wi-Fi and Reading Lounge Renovation Project, Project No. PW18-04. (Fiscal Impact: $37,368.00)

7. PULLED BY MAYOR PRO TEM PIRSZTUK
8. Adopt Resolution No. 5134 for the City to opt out of the California Congestion Management Program (CMP). (Fiscal Impact: None)

9. Adopt Resolution No. 5135 approving plans and specifications for FY 18/19 Pavement Rehabilitation at Center St. and Maple Ave. and authorize staff to advertise the project for receipt of construction bids. Project No. PW 19-01 (Fiscal Impact: TBD)

10. Authorize the City manager to execute a contract amendment no 5346B, in a form approved by the City Attorney, with Prosum Technology Services, Agreement No. 5346, for technical consulting, business analysis and project management services for the Information Systems Department. (Fiscal Impact: $600,000.00)

MOTION by Council Member Brann, SECONDED by Council Member Pimentel approving Consent Agenda items 1, 2, 3, 4, 5, 6, 8, 9 and 10. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

7. Consideration and possible action to adopt a Resolution approving the Plans and Specifications for Class III Bike Routes to be located on Main St.; Grand Ave.; Nash St. from Imperial Hwy. to El Segundo Blvd.; El Segundo Blvd. from Loma Vista St. to Main St.; Loma Vista St. from Grand Ave. to Binder Pl.; and Utah Ave. from Douglas St. to Aviation Blvd., Project No. PW 19-03. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0 (Fiscal Impact: To Be Determined)

Mayor Pro Tem Pirsztuk introduced the item.

Ken Berkman, Public Works Director and Lifan Xu City Engineer, answered Council questions.

Council Discussion

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Nicol adopting Resolution No. 5133 approving the Plans and Specifications for Class III Bike Routes to be located on Main St.; Grand Ave.; Nash St. from Imperial Hwy. to El Segundo Blvd.; El Segundo Blvd. from Loma Vista St. to Main St.; Loma Vista St. from Grand Ave. to Binder Pl.; and Utah Ave. from Douglas St. to Aviation Blvd., with the elimination of segments 4 and 5. Project No. PW 19-03. (Fiscal Impact: To Be Determined)

F. NEW BUSINESS
(Fiscal Impact: None)

Greg Carpenter, City Manager, introduced the item

Joe Lillio, Finance Director, gave a presentation

Council Discussion

Council consensus to receive and file the report.

G. REPORTS – CITY MANAGER – State of the City to be held on March 27, 2019. Thanked the staff for all their hard work on the upcoming event.

H. REPORTS – CITY ATTORNEY - Passed

I. REPORTS – CITY CLERK – Mentioned she will be out of town for the next two meetings (March 19, 2019 and April 2, 2019).

J. REPORTS – CITY TREASURER – Gave report earlier in meeting

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel – Passed

Council Member Nicol – Commented on item #12 and expressed his thoughts on trying to make decisions that will please everyone and understands that this is not always possible and hopes residents and Council can maintain a mutual respect of one another.

Council Member Brann – Attended the General Assembly hosted by the South Bay COG and attended a program hosted by the Los Angeles Air Force Base.

12. **ITEM MOVED UP ON AGENDA DUE TO LARGE COMMUNITY INTEREST AND PRESENCE.**

Mayor Pro Tem Pirsztuk – Complimented Melissa McCollum, Library Director, hearing from the community that everyone is very pleased with new programs, the Wi-Fi area remodel and all that is going on at the Library and sat on a panel regarding “Women in Leadership” for a Girl Scout Event
Mayor Boyles – Mentioned the City is fortunate to have Dr. Soon-Shiong in our corner, he commented on El Segundo in a good light when speaking to other elected officials in the area at a recent event and congratulated El Segundo High School on receiving the California Civic Learning Award of Merit for Civics Day and on their selection as a California Distinguished School.

13. Consideration and possible action to amend the Municipal Code to change the starting time of City Council Meetings.
   (Fiscal Impact: N/A)

Mayor Boyles introduced the item

Council Discussion

MOTION by Council Member Nicol, SECONDED by Mayor Pro Tem Pirsztk, directing staff to prepare an ordinance amending the Municipal Code to change the starting time of City Council meetings. Proposed start times would be as follows; 4:00 PM Closed Session and 6:00 PM Open Session. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) None

MEMORIALS – None

ADJOURNMENT at 9:30 PM

_________________________
Tracy Weaver, City Clerk

MINUTES OF THE REGULAR COUNCIL MEETING
MARCH 5, 2019
PAGE NO. 9
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo Police Support Services Employees’ Association (PSSEA); 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU: (Fiscal Impact: $49,420 for FY 2018-19, $85,036 for FY 2019-20, $146,372 for FY 2020-21, and $154,777 in FY 2021-22)

RECOMMENDED COUNCIL ACTION:
1. Approve the Labor Agreement;
2. Adopt the Resolution approving the Memorandum of Understanding;
3. Adopt Resolution approving changes to the medical premium pursuant to MOU; or,
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. MOU between the City of El Segundo and the El Segundo Police Support Services Employees’ Association (PSSEA) (final version)
B. Exhibit I (A-D) Unit salary schedules
C. Resolution adopting the new PSSEAMOU
D. Resolution adopting the contribution towards CalPERS medical premiums
E. Prior MOU with PSSEA (Redline version)

FISCAL IMPACT: $49,420 for FY 2018-19
Amount Budgeted: $49,420 (vacancy savings of various positions throughout the City will be used to cover the additional MOU costs for FY 2018-19)
Additional Appropriation: None
Account Number(s): 001-400-3101-XXXX

STRATEGIC PLAN:
Goal: 3 Develop as a choice employer and workforce
Objective: 1 El Segundo is a City employer of choice and consistently hiring for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

ORIGINATED BY: David Serrano, Human Resources Director
REVIEWED BY: Greg Carpenter, City Manager & Joseph Lillio, Director of Finance
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Staff and representatives of the Police Services Support Employees’ Association (PSSEA) having met and conferred pursuant to Section 3500 et seq. of the California Government Code (MMBA), for purposes of reaching a labor agreement. Agreement was reached on Tuesday, February 19, 2019. The agreement has been ratified by the PSSEA.

The City’s approach to these negotiations was built upon foundation of fairness, balanced approach, building trust through open and honest conversations, and seeking to further develop as a choice employer and workforce. The City and PSSEA worked diligently to achieve this agreement, and reached tentative agreement in two meetings.

The following are highlights of changes to the MOU associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning March 30, 2019 unless otherwise noted:

1. Term: 4 years, October 1, 2018 to September 30, 2022
2. Agreement to Binding Arbitration
3. Re-opener: the parties have agreed to re-open to discuss modification to personnel merit system.
4. PERS Pick-up: Members agree to pick-up an additional 1% of PERS Payment (total of 8% pick-up).
5. Salary Adjustments:
   • 3% effective March 30, 2019,
   • 2% effective October 1, 2019
   • 2% effective October 1, 2020
   • 2% effective October 1, 2021
6. Health Insurance: an increase in the City’s Health benefit:
   • Effective approximately May 1, 2019: from $1,200 to $1,450 monthly allowance
   • Effective 1/1/20: from $1,450 to $1,500 monthly allowance
   • Effective 1/1/21: from $1,500 to $1,600 monthly allowance
   • Effective 1/1/22: from $1,600 to $1,650 monthly allowance
7. Retention Bonus: one-time, non-PERSable retention bonus of $4,000 for classic members paid in two installments upon adoption of MOU and in May 2021
8. Computer Loan Program: members agreed to eliminate this program.

Additionally, the parties agreed to re-opener clause to discuss additional items including the medical opt-out option, and employee evaluation system during the term of this agreement. The MOU, as attached, contains all essential terms and conditions.

This agreement and our ability to develop and foster relations with PSSEA will help improve morale and help to foster employee engagement. This salary and benefit increases and adjustments will complement the City’s efforts to make El Segundo an employer of choice. Staff recommends approval of the attached MOU and Resolutions.
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EL SEGUNDO  
AND  
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL  
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES  
BARGAINING UNIT)  

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
BARGAINING UNIT)

ARTICLE 1 - GENERAL PROVISIONS

Article 1.01 Preamble

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and
entered into between the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND
MEDICAL EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES
EMPLOYEES BARGAINING UNIT), hereinafter referred to as "Union", and the
management representatives of the El Segundo City Council, hereinafter referred to as
the "City", pursuant to the California Government Code Section 3500 et. seq.

Article 1.02 Conclusions and Term of Agreement

The parties have met and conferred in good faith regarding wages, hours and other
terms and conditions of employment and the benefits contained herein are given in
consideration for the various provisions contained herein which may be a change in the
prior employment practices of the City. Further, it is mutually agreed that this
Memorandum of Understanding shall commence upon Council adoption on October 1,
2018 and end September 29, 2022.

This Memorandum of Understanding contains all of the covenants, stipulations and
provisions agreed upon by the parties regarding terms and conditions of employment.
Therefore, for the life of this Agreement, neither party shall be compelled to meet and
confer with the other party concerning any mandatory meet and confer issue which is
covered by this Agreement.

Article 1.03 Implementation of Agreement

This MOU shall be jointly presented to the El Segundo City Council for implementation
along with all the ordinances, resolutions and such other additional actions as may be
necessary to implement the provisions of this MOU. If the City Council fails to adopt
the necessary ordinances and resolutions to implement the provisions of this MOU, the
parties agree to meet and confer.

Article 1.04 Recognition

The City hereby confirms its recognition of the Union as the exclusive representative of
employees in the Police Department Support Services representation unit, and agrees
to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department Support Services non-sworn shift schedule employees. This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208. The list of classes within the bargaining unit is attached to this MOU as Appendix A.

Article 1.05 Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 Union Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs;
3. Provide the Union with a list of newly hired employees in the representation unit monthly.

Article 1.07 Organizational Security

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily became members of Union and those unit employees who voluntarily become members of Union during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Union membership within forty-five (45) calendar days prior to the agreement expiration date. The Union shall indemnify and hold harmless the City and its Council individually and collectively from any legal costs and/or damages arising from claims, demands, or liability by reason of litigation arising from this article. The Union agrees to pay the City all legal fees and legal costs incurred in defending the City or its officers, employers, or agents against any court action or administrative action
challenging the legality or constitutionality of the provisions of this article or its implementation.

Article 1.08 **Savings**

If any provision or the application of any provision of this MOU as implemented should be rendered or declared invalid by a final court action or decree or preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Article 1.09 **No-Strike**

The Union agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Union also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

Article 1.10 **Non-Discrimination**

The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations, and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Article 1.11 **Steward's Time**

Upon timely request and for suitable reasons, the City Manager may authorize release of the Union Steward or his/her authorized representative from normal duties to assist in personnel matters involving Union members.
Article 1.12 Union Administrative Time

Union officers and board members will be allowed up to a total of 20 hours as a group per year of administrative leave to attend Union and labor relations seminars, when on a scheduled day off/vacation day. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager. During the meet and confer process, the City shall provide reasonable release time for bargaining unit members to participate in negotiations.

Article 1.13 Grievance Procedure

The Union may grieve on behalf of an individual, group of employees or the Union as a whole.

1. DEFINITION OF TERMS

A. **Grievance** - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).

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

   b. Steps within the Grievance Procedures will be completed within (10) ten working days.

C. **Day** - A day is a working day.

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

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 the appeal provided at 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 grievant in accordance with the time limits, the decision last made by the City shall be deemed final.
3. **PROCEDURE**

Grievances will be processed following the procedures set forth below.

A. **Level I** - Within ten (10) 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 with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

B. **Level II** - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) days from the date the employee knew or should have known of the incident giving rise to the grievance.

**Procedure for Filing a Grievance**

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

a. The specific section of the Memorandum of Understanding, 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 ten (10) 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 ten (10) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party
shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

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 of reinstatement, or 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 which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee's personnel file.

Article 1.14 Layoff Procedure

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 affected by any such change.

2. 

**Notice to Employees** - The City shall notify the Union thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. 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 day's notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

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.

4. **Procedures for Layoff** - A permanent employee in a classification affected 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 and shall mean seniority in City service.

5. **Breaking Ties** - In cases where two or more employees have the same date of hire (i.e. equal seniority), 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:

   "Unsatisfactory" Rating - 0 points
   "Improvement needed" Rating - 6 points
   "Satisfactory" Rating - 12 points
   "Exceeds expectations" Rating - 18 points
   "Outstanding" Rating - 24 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

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 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 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.
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 in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

8. **Salary Placement** - An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, 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 reemployment list or lists.

9. **Re-Employment List** - The names of permanent employees who have been laid off under this section (including employees who have 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 therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of 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 re-employment 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.

10. **Rights on Re-Employment** - If a person is reemployed by the City within three years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

**Article 1.15 Personnel Policies**

1. **Overtime Distribution** - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.
2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Salaries

Effective the beginning of the pay period following Council adoption of this MOU, the base salary of each affected employee shall be increased by three percent (3%) Effective the pay period which includes October 1, 2019, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2020, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2021, the base salary of each affected employee shall be increased by Two Percent (2%).

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars ($2,000) to each "classic" member who is covered by this Memorandum of Understanding who is actively employed by the City on April 1 2019. The payment shall be made in the pay period that includes April 15, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars ($2,000) to each "classic" member who is covered by this Memorandum of Understanding who was employed by the City on April 1, 2019 and is actively employed by the City on April 1, 2021. The payment shall be made in the pay period that includes April 15, 2021. The one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increase, and shall not be reported as compensation earnable.

Attached to this Memorandum of Understanding as Exhibits I and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2.01.

Article 2.02 Overtime/Compensatory Time

1. Overtime Calculation - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for
purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

Reimbursable Overtime as defined in Article 2.02(5) and Forced Hire Overtime are not subject to the sick and vacation paid leave time exclusion noted above. Forced Hire Overtime is defined to mean when an employee is required/recalled to return to work by the department. The Supervisor will release a recalled/rehired employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

A. Regular Rate of Pay is defined in 29 CFR 778.108 et.seq. The definition used in this MOU is for general reference and does not override the specific definitions set forth in the Fair Labor Standards Act (FLSA). Therefore, as used in this MOU, the “regular rate of pay” is the total inclusive compensation paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

The parties acknowledge that the City does not pay the employee’s seven percent (7%) PERS member contribution and consequently the employer paid member contribution of seven percent (7%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

2. Compensatory Time - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year. Effective March 30, 2019, employees can maintain up to one-hundred twenty (120) hours of accrued compensatory overtime at any one time and carry over unused time from year to year.

B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

C. The employee can use up to forty (40) hours of compensatory time at any one time.

3. Cash in of Compensatory Time – Employees may cash in accrued compensatory time, once per calendar year, at the employee’s current base rate of pay, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employee will be made on or
about the 10th of December.

4. **Recall Minimum Hours** - Employees who are required to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

5. **Mandatory Training** – Employees who are required to return to work for training at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

**Article 2.03 Family Sick Leave Utilization**

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 (“Paid Sick Leave Law” -AB1522) and other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing family medical necessity-related care. Depending upon the applicable leave law, “family member” may be defined as including but not limited to children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.

Utilization of said sick leave shall be contingent upon the employee making application for sick leave use in accordance with the City’s policies and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.

**Article 2.04 Uniform Allowance and Replacement**

The City shall pay uniform, clothing, safety and personnel equipment allowance as follows:

A. Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II $240 per year or equivalent per month of active duty.

B. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of $110, at the time of appointment.

C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein.

Affected employees occupying the classifications of Police Service Officer I/II, Crime Scene Investigator I/II and Police Assistant I/II shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.
1. **Employee Group Insurance Programs**

   A. Effective January 1991, the City will contract with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.

   B. Effective May 1, 2019, the maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,450.00.

   Upon Council approval of the MOU, the City will file the required Resolution with CalPERS to increase the monthly City-paid health insurance premium contribution to $1,450.00. Pursuant to CalPERS' regulations, the increased monthly City-paid health insurance premium contribution of $1,450.00 shall become effective the first of the month following the month after the Resolution is received by CalPERS. For example, if the Resolution is received by CalPERS by September 30th, the new rate will be effective November 1st.

   Effective January 1, 2020, the maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,500.00

   Effective January 1, 2021, the maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,600.00

   Effective January 1, 2022, the maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,650.00

   Effective January 1, 2005, employees may opt out of insurance and receive $250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt out". The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit. The parties agree to re-open negotiations, upon request of the City, of this provision to discuss elimination of this opt out benefit.

   C. **Employee Assistance Program** – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year. Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2017 monthly rate is 9.52 and is subject to change.
D. Effective upon City participation in the Public Employees' Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital; Care Program.

Employees must have a minimum of five (5) years of service credit with CalPERS in order to be eligible for paid retiree medical insurance.

2. **Dental**

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

3. **Optical**

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

**Article 2.06 Retirement**

1. Effective ______ (date), employees classified as “classic” PERS members shall pay seven percent (7%) (pre-tax) of the CalPERS member contribution. Effective the beginning of the pay period following Council adoption, employees classified as “classic” PERS members shall contribute an additional One Percent (1%) [total of 8%] of the employee normal cost as provided under California Government Code section 20516.5.

(a) Tier I - The City has amended its contract with the Public Employees' Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

(b) Tier II – The City has amended 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 formula applies to employees hired on or after December 30, 2012 who are already members of CalPERS.

Tier I and Tier II participants will have their final compensation based upon the “single highest year” pursuant to Government Code Section 20042.

(c) Tier III – Members of this bargaining unit who are first employed by
the City on or after January 1, 2013, and are “new employees” and/or “new members” as defined by AB 340 (Public Employees Pension Reform Act) shall be provided with the 2%@62 retirement formula. Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members’ final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

4. The City has amended the contract between the Board of Administration, California Public Employees’ Retirement System and the City Council, City of El Segundo to provide Section 21548, “Pre-Retirement Optional Settlement 2 Death Benefit” for bargaining unit members (local miscellaneous members).

Article 2.07 Differential Pay

Shift Differential – Effective on the first day of the pay period in which ratification occurs, employees shall be entitled to shift differential pay of 5% for swing shift and 8% for graveyard for the total number of hours worked during any shift when a minimum of four (4) hours of an employee’s shift occurs during the swing shift (shift begins on or after 1000 hrs.) or graveyard shift (shift begins on or after 1800 hrs.), as applicable. Shift Differential pay shall apply to both scheduled and non-scheduled shift work assignments which include voluntary and mandatory overtime assignments. Employees whose work hours extend into the swing or graveyard shifts due to overtime, shall be paid the applicable shift differential pay for the actual number of hours worked during the swing or graveyard shifts, in addition to the overtime compensation. Effective January 1, 2005, employees may not work the same bid shift for more than 18 months.

Animal Control Differential - Effective October 15, 2000, Police Service Officers who are specifically assigned to perform “animal control” duties during a shift, who perform “animal control” duties on an emergency basis during a specific shift, or who perform “animal control” duties during a specific shift when no employee is specifically assigned to perform “animal control” duties shall receive differential pay in the amount of twenty dollars and twenty-six cents ($20.26) for each specific shift in which they meet any of these qualifications. (See Appendix E for side letter.) Animal Control Differential Pay does not apply to a Police Service Officer II.
Article 2.08  **Computer Purchase Program**

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum $4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 35-month repayment term.

3. Anti-virus software shall be required as a prerequisite in granting requested loans.

4. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

5. The City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. The City is to be notified of any exchange or updating of equipment.

6. Effective March 20, 2019, the computer loan program shall be eliminated. The City shall honor the computer loan requests from unit members who have submitted such requests prior to March 19, 2019 subject to the guidelines of the program.

Article 2.09  **Sick Leave**

1. **Sick Leave Accumulation** - Employees shall receive one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City.

2. **Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave** - Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

3. **Sick Leave Payment Upon Separation** - Affected employees having a
minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

4. **Sick Leave - Payment of One Hundred Percent of Accrual -** On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for one hundred percent (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th. Effective upon Council adoption of the MOU, all sick leave payments under this provision shall be at the base salary hourly rate of pay.

5. **Sick Leave Accrued - Payment on Termination Prior to December 1st -** Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

6. **Sick Leave Certification -** Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent forty or more consecutive hours must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor’s certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, after an employee has used seventy-two (72) hours or more of sick leave during the employee’s 12-month annual performance evaluation period, the employee’s department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor’s care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

7. **Sick Leave Requests -** Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.
Article 2.10 **Flexible Spending Account**

The City has implemented a Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code as a benefit to members of this bargaining unit. Each employee is eligible to participate in this plan.

Article 2.11 **Bereavement Leave/Emergency Leave**

A. **Bereavement Leave** - An employee shall be granted three (3) working days if he/she is traveling less than five hundred (500) miles one way as measured from El Segundo City Hall. An employee shall be granted one (1) workweek if he/she is traveling more than five hundred (500) miles one way as measured from El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee's spouse or significant other.

B. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

Article 2.12 **Step Advancement**

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee’s anniversary date which is established as the day immediately following satisfactory completion of his or her first six months’ service; Steps B, C, and D contemplate one year’s service in each of such classification subject to the limitation of Section F below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay Steps), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee’s anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than
one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee’s anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. **Class Series Classifications** - Notwithstanding the provisions of Section A, the following classes:

   Police Assistant I/II  
   Police Service Officer I/II  
   Crime Scene Investigator I/II

The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section 1.

Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee’s work performance, skill development, and demonstrated ability to perform higher level duties causes his/her assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

In making the determination to advance to Level II according to the above-noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee’s work performance meets specific criteria developing from the following factors, among others deemed appropriate:
Length of service at Level I;

Acquisition of minimum requirements posted on the class specification and specialized skills required of the position;
Achievement of specific job-related goals and objectives during a specified period of time;
Increased ability to work without close supervision;
Ability to exercise increased individual judgment;
Ability to provide leadership and guidance to less experienced employees;
Ability to understand and properly apply departmental rules;
Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources. Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. **Longevity Pay** - Employees to whom this Chapter applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of "standard" or higher as determined by the employee's performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a "standard" or higher rating, and the employee's overall performance subsequently improves to at least a "standard" level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.

4. **Step Advancement - Anniversary Date** - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employee anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in
salary, unless specifically directed by the Council, shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Union. Notwithstanding the above, an employee in a classification under Section B shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. **Increases on Merit - Basic Salary Schedule** - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section A and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources notifies the employee in writing no later than the end of the pay period which begins after said employee’s anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee’s performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee’s anniversary date.

**Article 2.13 Workers’ Compensation Provisions**

A. Permanent employees who are members of the Public Employees’ Retirement System and who receive injuries that are compensable under the California Workers’ Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee’s regular salary for any so-called waiting period provided for in the Workers’ Compensation Laws.

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent of the employee’s regular monthly salary and the amount of any temporary disability payments under the California Workers’ Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

3. These payments shall be provided without deductions for State or Federal Income Taxes, to the extent allowable by the Internal Revenue Service.

B. In the event an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall compensate the
employee for one hundred percent (100%) of time lost from work for the first thirty (30) calendar days.

In order for an employee to be posted in the payroll book as being off-duty due to an IOD, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor. Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

Article 2.14 Holidays

1. Holiday Schedule - The following Days shall be considered as holidays for City employees:
   
   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
   The first Monday in September (Labor Day)
   November 11th (Veteran's Day)
   Thanksgiving Day
   Day After Thanksgiving Day
   December 24th
   December 25th
   December 31st

2. Holiday Pay – Police Assistant I/II, Crime Scene Investigator I/II and Police Service Officers I/II who regularly are required to work on holidays, as is the current practice, shall be paid for one hundred twenty (120) hours in lieu of holidays on or about the 10th of December.

Article 2.15 Life Insurance

The City will provide a $20,000 Life Insurance policy for each employee.

Article 2.16 Vacation

Employees shall receive either:

ORIGINAL ACCRUAL SCHEDULE

1. Twelve working days per year (96 hours) with full salary for the first seven
years of continuous service with the City.

2. Seventeen working days per year (136 hours) with full salary after seven years and until the completion of fourteen years of continuous service.

3. Twenty-two working days per year (176 hours) with full salary after fourteen years of continuous service.

OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Twelve days per year (96 hours) from commencement of the first year of service through and including completion of the fifth year of service.

2. Fifteen days per year (120 hours) upon commencement of the sixth year of service through and including completion of the tenth year of service.

3. Eighteen days per year (144 hours) upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.

4. Twenty-two days per year (176 hours) upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the "alternative" accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 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 vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed one year's continuous service.

Article 2.17 **Vacation Time Accumulation and Sale**

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee. Earned vacations shall not be accumulated for a longer period than for two years' service.

Each calendar year, an employee may sell back his/her accumulated annual vacation up to a maximum of the annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. The rate of pay shall be at the base salary hourly rate of pay.
Article 2.18  **Vacation Time Accrual - For Temporary Industrial Disability**

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.

Article 2.19  **Long Term Disability Plan**

The City will add all unit members to its currently existing Long Term Disability Plan.

Article 2.20  **Direct Deposit**

It is agreed between the City and Union that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City's Director of Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.21  **Promotional Examinations**

For the purpose of interpreting Section 2.28.080(B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a sufficient number" shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources

Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.22  **Standby Duty**

1. 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, 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 and activities. However, standby duty requires that employees:

   A. Be ready to respond immediately.

   B. 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.

   C. Be able to report to work within one (1) hour of notification.

   D. 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.

E. Respond to any call back during the assigned standby duty.

As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during 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.

3. 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.

4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.

5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay.

6. An employee who uses sick leave or vacation leave during a standby period, occurring on or after, October 15, 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.

Article 2.23 Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay as shown below. The incentive is paid on the employee’s base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. 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 in one of the majors which had been approved by the Police Chief, in writing, prior to admission of the specific employee into that major.

<table>
<thead>
<tr>
<th>Educational Incentive Pay</th>
<th>Associate Degree</th>
<th>$94.58/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Assistant I</td>
<td>Bachelor Degree</td>
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<tr>
<td>Police Assistant II</td>
<td>Associate Degree</td>
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<td>Bachelor Degree</td>
<td>$208.80/month</td>
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<tr>
<td>Police Service Officer I</td>
<td>Associate Degree</td>
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<td>Police Service Officer I</td>
<td>Bachelor Degree</td>
<td>$227.57/month</td>
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<tr>
<td>Police Service Officer II</td>
<td>Associate Degree</td>
<td>$125.60/month</td>
</tr>
</tbody>
</table>

26
Bachelor Degree $251.20/month

Effective March 30, 2019, a Crime Scene Investigator I/II hired before May 10, 2014, shall be eligible for educational incentive pay if:

i. The employee has been awarded a bachelor's degree; and

ii. Was awarded such degree in one of the majors of public administration, business administration, engineering or other job-related major, which has been approved by the department head, in writing prior to admission of the specific employee into that major.

Educational Incentive Pay

Crime Scene Investigator I $227.57
Crime Scene Investigator II $251.20

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Education Incentive Pay.

Article 2.24 Longevity Pay

Effective the beginning of the next pay period following Council adoption of the MOU, employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

Longevity Pay
Police Assistant I
   Completion of 5 years of service $56.75/month
   Completion of 10 years of service $113.50/month
   Completion of 15 years of service $264.50/month
   Completion of 20 years of service $331.04/month

Police Assistant II
   Completion of 5 years of service $62.64/month
   Completion of 10 years of service $125.28/month
   Completion of 15 years of service $292.32/month
   Completion of 20 years of service $365.40/month

Police Service Officer I
   Completion of 5 years of service $68.27/month
   Completion of 10 years of service $136.54/month
   Completion of 15 years of service $318.60/month
   Completion of 20 years of service $398.25/month

Police Service Officer II
   Completion of 5 years of service $75.36/month
Completion of 10 years of service $150.72/month
Completion of 15 years of service $351.67/month
Completion of 20 years of service $439.59/month

Longevity Pay is reported as compensation to PERS.

Bargaining unit members hired after October 1, 2014 shall not be eligible for the Longevity Pay.

Effective March 30, 2019, a Crime Scene Investigator II hired before May 10, 2014 shall receive the following longevity pay

Crime Scene Investigator II
- Completion of 5 years of service $79.36/month
- Completion of 10 years of service $150.72/month
- Completion of 15 years of service $351.76/month
- Completion of 20 years of service $439.59/month

Article 2.25 Training Pay

The Department agrees to increase the base salaries of Police Services Officers and Police Assistants by four and one-half percent (4.5%) while assigned training responsibilities.

Article 2.26 Court On-Call Pay

A. Except as set forth below, off-duty personnel who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) hours of paid overtime at a rate of time and one-half his/her regular rate of pay as defined in this MOU for each session the employee is in an on-call status. Off-duty personnel who are placed in an on-call status for court during both the morning and the afternoon sessions will receive six (6) hours of paid overtime at a rate of time and one-half his/her regular rate of pay.

Employees will not receive on call pay if they are:

1. Called into court that session (in which the employee will receive call-back pay).
2. Ordered to report to work
3. Already receiving pay from the City for any other reason (e.g. IOD, administrative leave, etc).

B. Employees shall not have the option of reporting to work in lieu of being in an on-call status.

C. Employees who are in an on-duty status are not eligible for court on-call pay.
D. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

Article 2.27 Court Call-Back Pay

A. An employee called into court while off-duty shall be paid overtime for all time served plus travel time or three (3) hours at time and one-half, whichever is greater. “Off-duty” for the purposes of this section means the officer is not on duty, on paid administrative leave, on paid IOD leave, or being paid for any other reason.

B. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of pay.

ARTICLE 3 - OTHER PROVISIONS

Article 3.01 Drug-Free Workplace Statement and Substance Abuse Policy

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.02 Smoking Policy

The parties have met and conferred in good faith regarding the adoption of a non-smoking policy dated October 5, 1994, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.03 Education Reimbursement

1. Reimbursement Procedures - Permanent employees may participate in the City’s Educational Reimbursement Program.

2. Repayment Upon Termination - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

“I certify that I have successfully completed the course(s), receiving a grade of "C" or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with following schedule:
<table>
<thead>
<tr>
<th>When Depart</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>1 month after course completion</td>
<td>100%</td>
</tr>
<tr>
<td>2 months</td>
<td>100%</td>
</tr>
<tr>
<td>3 months</td>
<td>90%</td>
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<td>4 months</td>
<td>80%</td>
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<td>5 months</td>
<td>70%</td>
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<tr>
<td>11 months</td>
<td>10%</td>
</tr>
<tr>
<td>12 months</td>
<td>0%</td>
</tr>
</tbody>
</table>

3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

Article 3.04 **Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank 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.

Article 3.05  Temporary Service in a Higher Classification

When 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, "applicable period of time" is defined as ten consecutive working days (eight working days if on four-ten plan) or longer.

Article 3.06  Promotions

In all cases where an employee promoted to a classification in for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.07  Termination Pay

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period at the base salary hourly rate of pay and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Article 3.08  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 days before the beginning of 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 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.

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

Article 3.09 Physical Examinations

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor's verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

Article 3.10 Joint Labor Management Team

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Union shall create joint labor management teams to foster improved communication and productivity.

Article 3.11 Disciplinary Action - Authority to Take

Modify Personnel Rule 14.4 to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee's last known address shall constitute adequate notice.
Article 3.12 Policies

The parties have agreed upon an Occupational Injury and Illness Policy, dated June 23, 2004.

Article 3.13 Re-Opener

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement.

Article 3.14 Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Section 3.22 shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is
further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 3.22.A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

4. The City shall bear the costs of any arbitration conducted pursuant to this Article 3.22.A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this Memorandum of Understanding
are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.

4. Under this Section, 3.23.B, the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 1.13 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City's response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the
selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.23.C, shall be for a court of law and not an arbitrator to decide.

4. The Arbitrator's authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Millas-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.
For the Police Support Services Employees’ Association:

Larry Harrington, Steward

Laurie Eisma, Steward

Joe Camagong, Steward

Gregorio Daniel,
Teamsters’ Business Representative

For the City:

Greg Carpenter,
City Manager

David Serrano
Director of Human Resources

Date

Date
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I/II
Police Service Officer I/II
Crime Scene Investigator I/II
Appendix B

Side Letter Agreement to the 2007 – 2010 Memorandum of Understanding between the City of El Segundo and the El Segundo Police Support Services Employees Association

This side letter memorializes an agreement reached between the City of El Segundo and the El Segundo Police Support Services bargaining unit represented by California Teamsters Local 911 to reflect an agreement regarding the terms and conditions of employment for members of the bargaining unit. All other terms and conditions of the 2007 – 2010 Memorandum of Understanding shall remain in full force and effect.

The parties agree to the following:

1) Any reference to animal control duties in the Police Service Officer I class specification does not apply to the following personnel: Julio Martinez, Dean Sumi, Paul Saldana or Jan Mitsuda. However, if any of the listed personnel choose to perform animal control duties this side letter agreement would not preclude them from doing so. Nor does it preclude any of the listed personnel from promoting to the Police Service Officer II classification once they have met the minimum qualifications.

2) The City agrees to continue the Police Department’s current practice of not scheduling employees in the job classification of Police Assistant I/II to work on Thanksgiving Day or Christmas Day. This practice is subject to the emergency and/or operational needs of the Department.

For the El Segundo
Police Support Services
Employees Association

For the City
of El Segundo

Date:_____________________

Date:_____________________

39 135
EXHIBIT 1

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RESOLUTION NO._____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO POLICE SUPPORT SERVICES EMPLOYEES’ ASSOCIATION BARGAINING UNIT

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

Section 1: Discussions 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 minutes of this meeting.

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

PASSED AND ADOPTED this _____ day of ____________, 2018.

__________________________
Drew Boyles,
Mayor
RESOLUTION NO.
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS 
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT 
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, (1) City of El Segundo is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”) for participation by members of 008 Police Support Services Employee Association and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of $1,450.00 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of El Segundo shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of El Segundo would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of City of El Segundo all functions required of it under the Act.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 19th day of March, 2019.

Signed: ________________________________
Drew Boyles, Mayor

Attest: ________________________________
Tracy Weaver, City Clerk

CHANGE – BY GROUP, EQUAL, 1 FIXED (REV. 1/2018)
# MEMORANDUM OF UNDERSTANDING

## BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL
EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES
BARGAINING UNIT)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL SEGUNDO
AND
THE CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES BARGAINING UNIT)

ARTICLE 1 - GENERAL PROVISIONS

Article 1.01  **Preamble**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into between the CALIFORNIA TEAMSTERS, PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION, LOCAL 911 (POLICE SUPPORT SERVICES EMPLOYEES BARGAINING UNIT), hereinafter referred to as "Union", and the management representatives of the El Segundo City Council, hereinafter referred to as the "City", pursuant to the California Government Code Section 3500 et. seq.

Article 1.02  **Conclusions and Term of Agreement**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this Memorandum of Understanding shall commence upon Council adoption on October 1, 2014 - 2018 and end September 29, 2018 - 2022.

This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties regarding terms and conditions of employment. Therefore, for the life of this Agreement, neither party shall be compelled to meet and confer with the other party concerning any mandatory meet and confer issue which is covered by this Agreement.

Article 1.03  **Implementation of Agreement**

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions to implement the provisions of this MOU, the parties agree to meet and confer.

Article 1.04  **Recognition**

The City hereby confirms its recognition of the Union as the exclusive representative of employees in the Police Department Support Services representation unit, and agrees
to meet and confer with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Union is generally described as all full time permanent Police Department Support Services non-sworn shift schedule employees. This recognition of the Union shall not be subject to challenge except as provided under the provisions of the City's Employer-Employee Organization Relations Resolution #3208. The list of classes within the bargaining unit is attached to this MOU as Appendix A.

Article 1.05 Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 Union Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Union membership;
2. Provide official payroll deductions for approved Union insurance and welfare plans, not to exceed five programs;
3. Provide the Union with a list of newly hired employees in the representation unit monthly.

Article 1.07 Organizational Security

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily became members of Union and those unit employees who voluntarily become members of Union during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Union membership within forty-five (45) calendar days prior to the agreement expiration date. Effective May 1, 2003, a Letter of Agreement between the California Teamsters Local 911/Police Support Services Bargaining Unit and the City of El Segundo regarding implementation of Agency Shop provisions was signed by representatives of the City and the Union. The Union shall indemnify and hold harmless the City and its Council individually and collectively from any legal costs
and/or damages arising from claims, demands, or liability by reason of litigation arising from this article. The Union agrees to pay the City all legal fees and legal costs incurred in defending the City or its officers, employers, or agents against any court action or administrative action challenging the legality or constitutionality of the provisions of this article or its implementation.

Article 1.08 **Savings**

If any provision or the application of any provision of this MOU as implemented should be rendered or declared invalid by a final court action or decree or preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Article 1.09 **No-Strike**

The Union agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Union also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

Article 1.10 **Non-Discrimination**

The Union and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Union agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations, and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Union shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Article 1.11 **Steward's Time**

Upon timely request and for suitable reasons, the City Manager may authorize release of the Union Steward or his/her authorized representative from normal duties to assist in personnel matters involving Union members.
Article 1.12 **Union Administrative Time**

Union officers and board members will be allowed up to a total of 20 hours as a group per year of administrative leave to attend Union and labor relations seminars, when on a scheduled day off/vacation day. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager. During the meet and confer process, the City shall provide reasonable release time for bargaining unit members to participate in negotiations.

Article 1.13 **Grievance Procedure**

The Union may grieve on behalf of an individual, group of employees or the Union as a whole.

1. **DEFINITION OF TERMS**

   A. **Grievance** - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).

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

      b. Steps within the Grievance Procedures will be completed within (10) ten working days.

   C. **Day** - A day is a working day.

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

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 the appeal provided at 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 grievant in accordance with the time limits, the decision last made by the City shall be deemed final.
3. **PROCEDURE**

Grievances will be processed following the procedures set forth below.

A. **Level I** - Within ten (10) 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 with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

B. **Level II** - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) days from the date the employee knew or should have known of the incident giving rise to the grievance.

**Procedure for Filing a Grievance**

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

a. The specific section of the Memorandum of Understanding, 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 ten (10) 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 ten (10) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party
shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

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 of reinstatement, or 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 which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee’s personnel file.

Article 1.14 Layoff Procedure

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 affected by any such change.

2. Notice to Employees - The City shall notify the Union thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. 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 day's notice. The City Council may approve a reduction in the notice requirements, if so recommended by the City Manager.

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.

4. **Procedures for Layoff** - A permanent employee in a classification affected 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 and shall mean seniority in City service.

5. **Breaking Ties** - In cases where two or more employees have the same date of hire (i.e. equal seniority), 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:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Unsatisfactory&quot; Rating</td>
<td>0 points</td>
</tr>
<tr>
<td>&quot;Improvement needed&quot; Rating</td>
<td>6 points</td>
</tr>
<tr>
<td>&quot;Satisfactory&quot; Rating</td>
<td>12 points</td>
</tr>
<tr>
<td>&quot;Exceeds expectations&quot; Rating</td>
<td>18 points</td>
</tr>
<tr>
<td>&quot;Outstanding&quot; Rating</td>
<td>24 points</td>
</tr>
</tbody>
</table>

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

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 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 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.
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 in which the employee has prior service, provided the laid off person has greater seniority than the employee in the lower classification.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

8. **Salary Placement** - An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, 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 reemployment list or lists.

9. **Re-Employment List** - The names of permanent employees who have been laid off under this section (including employees who have 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 therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of 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 re-employment 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.

10. **Rights on Re-Employment** - If a person is reemployed by the City within three years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

**Article 1.15 Personnel Policies**

1. **Overtime Distribution** - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.
2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Salaries

Effective the beginning of the pay period following Council adoption of this MOU, the base salary of each affected employee shall be increased by eleven percent (11%) (3%)

Effective the pay period which includes October 1, 2019, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2020, the base salary of each affected employee shall be increased by Two Percent (2%).

Effective the pay period which includes October 1, 2021, the base salary of each affected employee shall be increased by Two Percent (2%).

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars ($2,000) to each "classic" member who is covered by this Memorandum of Understanding who is actively employed by the City on April 1, 2019. The payment shall be made in the pay period April 1, 2019. The payment shall be made in the pay period that includes April 15, 2019. The one-time ad hoc payment paid is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

The City shall make a one-time ad hoc lump sum payment of Two Thousand Dollars ($2,000) to each "classic" member who is covered by this Memorandum of Understanding who was employed by the City on April 1, 2019 and is actively employed by the City on April 1, 2021. The payment shall be made in the pay period that includes April 15, 2021. The one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increase, and shall not be reported as compensation earnable.

Attached to this Memorandum of Understanding as Exhibits I and incorporated herein by reference, are the base salaries as reflected in the above provisions of Article 2.01.

Article 2.02 Overtime/Compensatory Time
1. **Overtime Calculation** - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, shall not count sick leave or vacation time taken as hours worked.

Reimbursable Overtime as defined in Article 2.02(5) and Forced Hire Overtime are not subject to the sick and vacation paid leave time exclusion noted above. Forced Hire Overtime is defined to mean when an employee is required/recalled to return to work by the department. The Supervisor will release a recalled/rehired employee when there is no circumstance justifying a hold-over of the person or whenever scheduling does not justify a hold-over of the person.

A. Regular Rate of Pay is defined in 29 CFR 778.108 et.seq. The definition used in this MOU is for general reference and does not override the specific definitions set forth in the Fair Labor Standards Act (FLSA). Therefore, as used in this MOU, the "regular rate of pay" is the total inclusive compensation paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the "regular rate of pay." Applicable statutes/case law shall prevail over any MOU definitions inconsistent with statutes/case law.

The parties acknowledge that the City does not pay the employee’s seven percent (7%) PERS member contribution and consequently the employer paid member contribution of seven percent (7%) does not apply to this bargaining unit and is not to be calculated as part of the regular rate of pay nor shall it be applied to any leave payouts.

2. **Compensatory Time** - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year.

   **Effective March 30, 2019, employees can maintain up to one-hundred twenty (120) hours of accrued compensatory overtime at any one time and carry over unused time from year to year.**

B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

C. The employee can use up to forty (40) hours of compensatory time at any one time.

3. **Cash in of Compensatory Time** – Employees may cash in accrued
compensatory time, once per calendar year, at the employee's current base rate of pay, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employee will be made on or about the 10th of December.

4. **Recall Minimum Hours** - Employees who are required to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

5. **Mandatory Training** – Employees who are required to return to work for training at a time other than their scheduled work day or are required to arrive to work for training at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work.

**Article 2.03 Family Sick Leave Utilization**

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act, California Family Rights Act, Healthy Workplaces, Healthy Families Act of 2014 ("Paid Sick Leave Law" - AB1522) and other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing family medical necessity-related care. Depending upon the applicable leave law, "family member" may be defined as including but not limited to children, parents (of employee, spouse, or registered domestic partner), spouse, registered domestic partner, siblings, grandchildren, or grandparents.

Utilization of said sick leave shall be contingent upon the employee making application for sick leave use in accordance with the City's policies and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.

**Article 2.04 Uniform Allowance and Replacement**

The City shall pay uniform, clothing, safety and personnel equipment allowance as follows:

| A. Police Service Officer I/II, Crime Scene Investigator I/II, and Police Assistants I/II $240 per year or equivalent per month of active duty. |
| B. Newly appointed Police Service Officers I/II shall be provided with a uniform advance of $110, at the time of appointment. |
| C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein. |

Affected employees occupying the classifications of Police Service Officer I/II and Police Assistant I/II shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.
Article 2.05  **Employee Group Insurance Programs**

1. **Medical**

   A. Effective January 1991, the City will contract with the California PERS for the Public Employees' Medical and Hospital Care Program for medical insurance.

   B. Effective May 1, 2019, the **maximum** monthly City-paid health insurance premium contribution for medical health insurance is **$1200.00**.

      Upon Council approval of the MOU, the City will file the required Resolution with CalPERS to increase the monthly City-paid health insurance premium contribution to **$1450.00**. Pursuant to CalPERS' regulations, the increased monthly City-paid health insurance premium contribution of **$1450.00** shall become effective the first of the month following the month after the Resolution is received by CalPERS. For example, if the Resolution is received by CalPERS by September 30th, the new rate will be effective November 1st.

      The **$1200** monthly contribution shall remain in effect for the term of this MOU.

      **Effective January 1, 2020**, the **maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,500.00**

      **Effective January 1, 2021**, the **maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,800.00**

      **Effective January 1, 2022**, the **maximum monthly City-paid health insurance premium contribution for medical health insurance is $1,650.00**

      Effective January 1, 2005, employees may opt out of insurance and receive $250/month in cash. The opt out benefit is only available so long as the city's insurance rate is not adversely affected by the "opt out". The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit. The parties agree to re-open negotiations, upon request of the City, of this provision to discuss elimination of this opt out benefit.

   C. **Employee Assistance Program** – The City shall provide a basic level of service to employees at City cost. Basic level shall consist of three (3) sessions per member/per incident/per year.
Employees may voluntarily enroll in the EAP/Outpatient tier at their own cost; the 2017 monthly rate is 9.52 and is subject to change.

D. Effective upon City participation in the Public Employees' Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees' Medical and Hospital; Care Program.

Employees must have a minimum of five (5) years of service credit with CalPERS in order to be eligible for paid retiree medical insurance.

2. **Dental**

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

3. **Optical**

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City's aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

**Article 2.06 Retirement**

1. Effective _________ (date), the pay period following Council adoption of this MOU, employees classified as "classic" PERS members shall pay seven percent (7%) (pre-tax) of the CalPERS member contribution. Effective March 15, 2019, employees classified as "classic" PERS members shall contribute an additional One Percent (1%) (total of 8%) of the employee normal cost as provided under California Government Code section 20516.5.

(a) Tier I - The City has amended its contract with the Public Employees' Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

(b) Tier II – The City has amended 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 formula applies to employees hired on or after December 30, 2012 who are already members of CalPERS.

Tier I and Tier II participants will have their final compensation based upon the "single highest year" pursuant to Government Code...
Section 20042.

(c) Tier III – Members of this bargaining unit who are first employed by the City on or after January 1, 2013, and are “new employees” and/or “new members” as defined by AB 340 (Public Employees Pension Reform Act) shall be provided with the 2%@62 retirement formula. Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members' final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

4. The City has amended the contract between the Board of Administration, California Public Employees’ Retirement System and the City Council, City of El Segundo to provide Section 21548, “Pre-Retirement Optional Settlement 2 Death Benefit” for bargaining unit members (local miscellaneous members).

Article 2.07 Differential Pay

Shift Differential – Effective on the first day of the pay period in which ratification occurs, employees shall be entitled to shift differential pay of 5% for swing shift and 8% for graveyard for the total number of hours worked during any shift when a minimum of four (4) hours of an employee's shift occurs during the swing shift (shift begins on or after 1000 hrs.) or graveyard shift (shift begins on or after 1600 hrs.), as applicable. Shift Differential pay shall apply to both scheduled and non-scheduled shift work assignments which include voluntary and mandatory overtime assignments. Employees whose work hours extend into the swing or graveyard shifts due to overtime, shall be paid the applicable shift differential pay for the actual number of hours worked during the swing or graveyard shifts, in addition to the overtime compensation. Effective January 1, 2005, employees may not work the same bid shift for more than 18 months.

Animal Control Differential - Effective October 15, 2000, Police Service Officers who are specifically assigned to perform “animal control” duties during a shift, who perform “animal control” duties on an emergency basis during a specific shift, or who perform “animal control” duties during a specific shift when no employee is specifically assigned to perform “animal control” duties shall receive differential pay in the amount of twenty dollars and twenty-six cents ($20.26) for each specific shift in which they meet any of these qualifications. (See Appendix E for side letter.) Animal Control Differential Pay does not apply to a Police Service Officer II.

Article 2.08 Computer Purchase Program
1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum $4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 35-month repayment term.

3. Anti-virus software shall be required as a prerequisite in granting requested loans.

4. The City's determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee's final check.

5. The City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. The City is to be notified of any exchange or updating of equipment.

6. Effective April 1, 2019, the computer loan program shall be eliminated.

Article 2.09 Sick Leave

1. Sick Leave Accumulation - Employees shall receive one (1) eight (8) hour day accumulation for each month's service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City.

2. Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave - Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

3. Sick Leave Payment Upon Separation - Affected employees having a minimum of 5 years of service will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.
4. **Sick Leave - Payment of One Hundred Percent of Accrual** - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for one hundred percent (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th.

Effective upon Council adoption of the MOU, all sick leave payments under this provision shall be at the base salary hourly rate of pay.

5. **Sick Leave Accrued - Payment on Termination Prior to December 1st** - Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payment upon separation shall be at the base salary hourly rate of pay.

6. **Sick Leave Certification** - Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent forty or more consecutive hours must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee, the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor's certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, after an employee has used seventy-two (72) hours or more of sick leave during the employee's 12-month annual performance evaluation period, the employee's department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor's care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

7. **Sick Leave Requests** - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

**Article 2.10 Flexible Spending Account**

The City has implemented a Flexible Spending Account pursuant to the terms and conditions of the Internal Revenue Code as a benefit to members of this bargaining unit. Each employee is eligible to participate in this plan.
Article 2.11 **Bereavement Leave/Emergency Leave**

A. **Bereavement Leave** - An employee shall be granted three (3) working days if he/she is traveling less than five hundred (500) miles one way as measured from El Segundo City Hall. An employee shall be granted one (1) workweek if he/she is traveling more than five hundred (500) miles one way as measured from El Segundo City Hall. Additionally, the definition of the "immediate family" whose funeral or memorial proceeding qualifies for the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

B. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

Article 2.12 **Step Advancement**

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee’s anniversary date which is established as the day immediately following satisfactory completion of his or her first six months’ service; Steps B, C, and D contemplate one year’s service in each of such classification subject to the limitation of Section F below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay Steps), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee’s anniversary date. The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee’s anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.
2. **Class Series Classifications** - Notwithstanding the provisions of Section A, the following classes:

   Police Assistant I/II
   Police Service Officer I/II

   The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

   In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section 1.

   Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

   When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee’s work performance, skill development, and demonstrated ability to perform higher level duties causes his/her assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

   In making the determination to advance to Level II according to the above-noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee’s work performance meets specific criteria developing from the following factors, among others deemed appropriate:

   - Length of service at Level I;
   - Acquisition of minimum requirements posted on the class specification and specialized skills required of the position;
   - Achievement of specific job-related goals and objectives during a specified period of time;
   - Increased ability to work without close supervision;
Ability to exercise increased individual judgment;
Ability to provide leadership and guidance to less experienced employees;
Ability to understand and properly apply departmental rules;
Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources. Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council. While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. **Longevity Pay** - Employees to whom this Chapter applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of "standard" or higher as determined by the employee's performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a "standard" or higher rating, and the employee's overall performance subsequently improves to at least a "standard" level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.

4. **Step Advancement - Anniversary Date** - An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employee anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in salary, unless specifically directed by the Council, shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to
meet and confer with the Union. Notwithstanding the above, an employee in a classification under Section B shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. **Increases on Merit - Basic Salary Schedule** - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section A and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources notifies the employee in writing no later than the end of the pay period which begins after said employee’s anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee’s performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee’s anniversary date.

Article 2.13 **Workers’ Compensation Provisions**

A. Permanent employees who are members of the Public Employees’ Retirement System and who receive injuries that are compensable under the California Workers’ Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee’s regular salary for any so-called waiting period provided for in the Workers’ Compensation Laws.

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent of the employee’s regular monthly salary and the amount of any temporary disability payments under the California Workers’ Compensation Laws. Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

3. These payments shall be provided without deductions for State or Federal Income Taxes, to the extent allowable by the Internal Revenue Service.

B. In the event an employee is physically injured in the line of duty while involved in animal control, or the detention, transportation, or any other interaction with an inmate/detainee and such injury results in loss of time, the City shall compensate the employee for one hundred percent (100%) of time lost from work for the first thirty (30) calendar days.

In order for an employee to be posted in the payroll book as being off-duty due to an IOD, the employee must have been injured on-duty or contracted an illness determined to be work related, sent to the appropriate doctor, and relieved of further duty for a period of time specified by the examining doctor.
Until such certification is made, employees shall be posted as being off sick and upon such certification shall have their sick time restored.

Article 2.14 **Holidays**

1. **Holiday Schedule** - The following Days shall be considered as holidays for City employees:
   
   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
   The first Monday in September (Labor Day)
   November 11th (Veteran's Day)
   Thanksgiving Day
   **Day After Thanksgiving Day**
   December 24th
   December 25th
   December 31st

2. **Holiday Pay** – Police Assistant I/II and Police Service Officers I/II who regularly are required to work on holidays, as is the current practice, shall be paid for \( \text{one hundred and ten (110)} \) \( \text{one hundred twenty (120)} \) hours in lieu of holidays on or about the 10th of December.

Article 2.15 **Life Insurance**

The City will provide a $20,000 Life Insurance policy for each employee.

Article 2.16 **Vacation**

Employees shall receive either:

**ORIGINAL ACCRUAL SCHEDULE**

1. Twelve working days per year (96 hours) with full salary for the first seven years of continuous service with the City.

2. Seventeen working days per year (136 hours) with full salary after seven years and until the completion of fourteen years of continuous service.

3. Twenty-two working days per year (176 hours) with full salary after fourteen years of continuous service.
OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Twelve days per year (96 hours) from commencement of the first year of service through and including completion of the fifth year of service.

2. Fifteen days per year (120 hours) upon commencement of the sixth year of service through and including completion of the tenth year of service.

3. Eighteen days per year (144 hours) upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.

4. Twenty-two days per year (176 hours) upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the "alternative" accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 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 vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term "day" shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed one year’s continuous service.

Article 2.17 Vacation Time Accumulation and Sale

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager or designee. Earned vacations shall not be accumulated for a longer period than for two years’ service.

Each calendar year, an employee may sell back his/her accumulated annual vacation up to a maximum of the annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. The rate of pay shall be at the base salary hourly rate of pay.

Article 2.18 Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.
Article 2.19 **Long Term Disability Plan**

The City will add all unit members to its currently existing Long Term Disability Plan.

Article 2.20 **Direct Deposit**

It is agreed between the City and Union that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City's Director of Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.21 **Promotional Examinations**

For the purpose of interpreting Section 2.28.080(B) of the El Segundo Municipal Code, entitled "Examinations", the City agrees that a sufficient number" shall be three (3) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources.

Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.22 **Standby Duty**

1. 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, 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 and activities. However, standby duty requires that employees:

   A. Be ready to respond immediately.

   B. 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.

   C. Be able to report to work within one (1) hour of notification.

   D. 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.

   E. Respond to any call back during the assigned standby duty.
2. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during 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.

3. 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.

4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.

5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay.

6. An employee who uses sick leave or vacation leave during a standby period, occurring on or after, October 15, 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.

Article 2.23  Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay as shown below. The incentive is paid on the employee's base salary and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. 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 in one of the majors which had been approved by the Police Chief, in writing, prior to admission of the specific employee into that major.

Educational Incentive Pay

<table>
<thead>
<tr>
<th>Police Assistant I</th>
<th>Associate Degree</th>
<th>$94.58/month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$189.16/month</td>
</tr>
<tr>
<td>Police Assistant II</td>
<td>Associate Degree</td>
<td>$104.40/month</td>
</tr>
<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$208.80/month</td>
</tr>
<tr>
<td>Police Service Officer I</td>
<td>Associate Degree</td>
<td>$113.79/month</td>
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<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$227.57/month</td>
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<tr>
<td>Police Service Officer II</td>
<td>Associate Degree</td>
<td>$125.60/month</td>
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<tr>
<td></td>
<td>Bachelor Degree</td>
<td>$251.20/month</td>
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</tbody>
</table>

Bargaining unit members hired after Council adoption of this MOU, October 1, 2014, shall not be eligible for the Education Incentive Pay.
Article 2.24 **Longevity Pay**

Effective the beginning of the next pay period following Council adoption of the MOU, employees shall be entitled to the following longevity pay based on full-time, job related law enforcement experience:

**Longevity Pay**

**Police Assistant I**
- Completion of 5 years of service $56.75/month
- Completion of 10 years of service $113.50/month
- Completion of 15 years of service $264.50/month
- Completion of 20 years of service $331.04/month

**Police Assistant II**
- Completion of 5 years of service $62.64/month
- Completion of 10 years of service $125.28/month
- Completion of 15 years of service $292.32/month
- Completion of 20 years of service $365.40/month

**Police Service Officer I**
- Completion of 5 years of service $68.27/month
- Completion of 10 years of service $136.54/month
- Completion of 15 years of service $318.60/month
- Completion of 20 years of service $398.25/month

**Police Service Officer II**
- Completion of 5 years of service $75.36/month
- Completion of 10 years of service $150.72/month
- Completion of 15 years of service $351.67/month
- Completion of 20 years of service $439.59/month

Longevity Pay is reported as compensation to PERS.

Bargaining unit members hired after Council adoption of this MOU **October 1, 2014** shall not be eligible for the Longevity Pay.

**Article 2.25 Training Pay**

The Department agrees to increase the base salaries of Police Services Officers and Police Assistants by four and one-half percent (4.5%) while assigned training responsibilities.

**Article 2.26 Court On-Call Pay**

A. Except as set forth below, off-duty personnel who are placed in an on-call status for court during either the morning or the afternoon session will receive three (3) hours of paid overtime at a rate of time and one-half his/her regular rate of pay as defined in this MOU for each session the employee is in an on-call status. Off-duty
personnel who are placed in an on-call status for court during both the morning and
the afternoon sessions will receive six (6) hours of paid overtime at a rate of time
and one-half his/her regular rate of pay.

Employees will not receive on call pay if they are:

1. Called into court that session (in which the employee will receive call-
   back pay).

2. Ordered to report to work

3. Already receiving pay from the City for any other reason (e.g. IOD,
   administrative leave, etc).

B. Employees shall not have the option of reporting to work in lieu of being in an
   on-call status.

C. Employees who are in an on-duty status are not eligible for court on-call pay.

D. Employees entitled to court on call pay shall accrue “limited use” time off in lieu
   of pay.

Article 2.27 Court Call-Back Pay

A. An employee called into court while off-duty shall be paid overtime for all time
   served plus travel time or three (3) hours at time and one-half, whichever is greater.
   “Off-duty” for the purposes of this section means the officer is not on duty, on paid
   administrative leave, on paid IOD leave, or being paid for any other reason.

B. Employees entitled to court on call pay shall accrue “limited use” time off in lieu of
   pay.

ARTICLE 3 - OTHER PROVISIONS

Article 3.01 Drug-Free Workplace Statement and Substance Abuse Policy

The parties have met and conferred in good faith regarding the adoption of a Drug-Free
Workplace Statement and Substance Abuse Policy dated July 1, 2008, and the same
shall be implemented concurrent with the adoption of this MOU.

Article 3.02 Smoking Policy

The parties have met and conferred in good faith regarding the adoption of a non-
smoking policy dated October 5, 1994, and the same shall be implemented concurrent
with the adoption of this MOU.

Article 3.03 Education Reimbursement
1. **Reimbursement Procedures** - Permanent employees may participate in the City’s Educational Reimbursement Program.

2. **Repayment Upon Termination** - Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

   "I certify that I have successfully completed the course(s), receiving a grade of "C" or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with following schedule:

<table>
<thead>
<tr>
<th>When Depart</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month after course completion</td>
<td>100%</td>
</tr>
<tr>
<td>2 months</td>
<td>100%</td>
</tr>
<tr>
<td>3 months</td>
<td>90%</td>
</tr>
<tr>
<td>4 months</td>
<td>80%</td>
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<td>5 months</td>
<td>70%</td>
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<td>6 months</td>
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<td>7 months</td>
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</tr>
<tr>
<td>11 months</td>
<td>10%</td>
</tr>
<tr>
<td>12 months</td>
<td>0%</td>
</tr>
</tbody>
</table>

3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

**Article 3.04 Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank 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.

Article 3.05 Temporary Service in a Higher Classification

When 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, "applicable period of time" is defined as ten consecutive working days (eight working days if on four-ten plan) or longer.

Article 3.06 Promotions

In all cases where an employee promoted to a classification in for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate's base rate, the
supervisor's base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate's base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.07  **Termination Pay**

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period at the base salary hourly rate of pay and the terminal salary warrant shall include accrued vacation pay to the time of termination.

Article 3.08  **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 days before the beginning of 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 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.

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

Article 3.09  **Physical Examinations**

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor's verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

Article 3.10  **Joint Labor Management Team**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Union shall create joint labor management teams to foster improved communication and productivity.
Article 3.11 Disciplinary Action - Authority to Take

Modify Personnel Rule 14.4 to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee’s last known address shall constitute adequate notice.

Article 3.12 Policies

The parties have agreed upon an Occupational Injury and Illness Policy, dated June 23, 2004.

Article 3.13 Re-Opener

The parties agree that during the term of this Agreement, they shall reopen negotiations to discuss modification of the municipal code that covers the personnel merit system and the employee performance evaluation program. Any changes are subject to mutual agreement.

Article 3.14 Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Section 3.22 shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 et. seq. including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such
breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers’ compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 3.22 A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.

4. The City shall bear the costs of any arbitration conducted pursuant to this Article 3.22 A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and
the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this Memorandum of Understanding are entitled to disciplinary appeal procedures under the City's Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys' fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B. shall be for a court of law and not an arbitrator to decide.

4. Under this Section 3.23.B., the Arbitrator's authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party
intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 1.13 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City’s response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.C. shall be for a court of law and not an arbitrator to decide.

4. The Arbitrator’s authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief, and (ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.
For the Police Support Services Employees' Association:

Larry Harrington, Steward

Laurie Eisma, Steward

Joe Camagong, Steward

Gregorio Daniel,
Teamsters' Business Representative

For the City:

Greg Carpenter,
City Manager

Lynn Lindberg,
David Serrano
Director of Human Resources

Date

Date
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Police Assistant I/II
Police Service Officer I/II
| Crime Scene Investigator I/II |
Appendix B

Side Letter Agreement to the 2007 – 2010 Memorandum of Understanding between the City of El Segundo and the El Segundo Police Support Services Employees Association

This side letter memorializes an agreement reached between the City of El Segundo and the El Segundo Police Support Services bargaining unit represented by California Teamsters Local 911 to reflect an agreement regarding the terms and conditions of employment for members of the bargaining unit. All other terms and conditions of the 2007 – 2010 Memorandum of Understanding shall remain in full force and effect.

The parties agree to the following:

1) Any reference to animal control duties in the Police Service Officer I class specification does not apply to the following personnel: Julio Martinez, Dean Sumi, Paul Saldana or Jan Mitsuda. However, if any of the listed personnel choose to perform animal control duties this side letter agreement would not preclude them from doing so. Nor does it preclude any of the listed personnel from promoting to the Police Service Officer II classification once they have met the minimum qualifications.

2) The City agrees to continue the Police Department’s current practice of not scheduling employees in the job classification of Police Assistant I/II to work on Thanksgiving Day or Christmas Day. This practice is subject to the emergency and/or operational needs of the Department.

For the El Segundo Police Support Services Employees Association

______________________________

______________________________

______________________________

______________________________

Date: ________________________

For the City of El Segundo

______________________________

______________________________

______________________________

______________________________

Date: ________________________
EXHIBIT 1

SALARY SCHEDULE
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of 1) A Memorandum of Understanding (MOU) (Labor Agreement) between the City of El Segundo and the El Segundo City Employees’ Association; 2) Adoption of Resolution approving the Memorandum of Understanding; 3) Adoption of Resolution approving and authorizing changes to the City’s medical premium to CalPERS for each year of the MOU: (Fiscal Impact: $228,988 for FY 2018-19, $690,354 for FY 2019-20, $820,146 for FY 2020-21, $974,317 for FY 2021-22, and $1,012,452 for FY 2022-23)

RECOMMENDED COUNCIL ACTION:
1. Approve the Labor Agreement;
2. Adopt the Resolution approving the Memorandum of Understanding;
3. Adopt Resolution approving changes to the medical premium pursuant to MOU; or,
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A. MOU between the City of El Segundo and the El Segundo City Employees’ Association (CEA) (final version)
B. Exhibit I (A-E) salary schedules to the new CEA MOU
C. Resolution adopting the new CEA MOU
D. Resolution adopting the contribution towards CalPERS medical premiums
E. Prior MOU between the City and CEA (redline version of MOU)

FISCAL IMPACT: $228,988 for FY 2018-19
Amount Budgeted: $228,988 (vacancy savings of various positions throughout the City will be used to cover the additional MOU costs for FY 2018-19)
Additional Appropriation: None
Account Number(s): 001-400-XXXX-XXXX (various salary and benefit accounts within each operational department in the General Fund)

STRATEGIC PLAN:
Goal: 3 Develop as a choice employer and workforce
Objective: 1 El Segundo is a City employer of choice and consistently hiring for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

ORIGINATED BY: Joseph Lillio, Director of Finance
David Serrano, Human Resources Director

REVIEWED BY: Greg Carpenter, City Manager

APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

Staff and representatives of the City Employees’ Association (CEA) having met and conferred pursuant to Section 3500 et seq. of the California Government Code (MMBA), for purposes of reaching a labor agreement. Agreement was reached on Tuesday, February 19, 2019. The agreement has been ratified by the CEA.

The City’s approach to these negotiations was built upon foundation of fairness, balanced approach, building trust through open and honest conversations, and seeking to further develop as a choice employer and workforce. The City and CEA worked diligently to achieve this agreement, including three days with an outside mediator.

The following are highlights of changes to the MOU associated with positions represented by this bargaining unit. Salary and benefit-related items are effective the pay period beginning March 30, 2019 unless otherwise noted:

1. Term: 5 years, March 20, 2019 to September 30, 2023
2. Agreement to Binding Arbitration
3. 9/80 work schedule, including option to stagger 9/80 schedule
4. Re-opener: the parties have agreed to re-open to discuss modification to personnel merit system.
5. PERS Pick-up: Members agree to pick-up an additional 1% of PERS Payment (total of 8% pick-up), to take effect the last payroll period of September 2023 subject to all Miscellaneous employees picking up same;
6. Remove “No Layoff” article from MOU.
7. Salary Adjustments:
   - 7% effective March 30, 2019,
   - 3% effective October 1, 2019
   - 2% effective October 1, 2020
   - 2% effective October 1, 2021
   - 2% effective October 1, 2023
8. Settlement and dismissal of PERB Charge, one-time, non-PERSable, lump sum of $750
9. Health Insurance: an increase in the City’s Health benefit:
   - Effective approximately May 1, 2019: from $1,116.00 to $1,500 monthly allowance
   - Effective 1/1/22: from $1,500 to $1,550 monthly allowance
   - Effective 1/1/23: from $1,550 to $1,600 monthly allowance
10. Computer Loan Program: members agreed to eliminate this program.

Additionally, the parties agreed to re-opener clause to discuss employee evaluation system during the term of this agreement. The MOU, as attached, contains all essential terms and conditions.

This MOU brings the CEA current in labor contracts, following the lapse of the prior MOU and imposition of terms in 2017. This agreement and our ability to develop and foster relations with CEA will help improve morale and help to foster employee engagement.
This salary and benefit increases and adjustments will complement the City’s efforts to make El Segundo an employer of choice. Staff recommends approval of the attached MOU and Resolutions.
MEMORANDUM
OF
UNDERSTANDING

EL SEGUNDO
CITY EMPLOYEES ASSOCIATION
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BETWEEN
CITY OF EL SEGUNDO
AND
EL SEGUNDO CITY EMPLOYEES ASSOCIATION

ARTICLE 1 - GENERAL PROVISIONS

Article 1.01 Preamble

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into between the EL SEGUNDO CITY EMPLOYEES’ ASSOCIATION, hereinafter referred to as (“Association”), and the management representatives of the El Segundo City Council, hereinafter referred to as the “City”, pursuant to the California Government Code Section 3500 et. seq.

Article 1.02 Conclusions and Term of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this MOU shall commence on March 20, 2019 and be effective through and including September 30, 2023.

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties relating to employee wages, hours and other terms and conditions of employment. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issue which is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the parties’ rights to negotiate matters within the scope of bargaining.

Notwithstanding any provisions of this MOU, the City can meet and consult with the Association on the City’s Personnel Rules and Regulations which are within the scope of representation

Article 1.03 Implementation of Agreement

This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions to implement the provisions of this MOU, the parties agree to meet and confer.
Article 1.04 Recognition

The City hereby confirms its recognition of the Association as the exclusive representative of employees in the general employees representation unit, and agrees to meet and confer with the Association on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Association is generally described as all full time permanent and part-time permanent non-safety employees in the City’s “classified service,” except Police Assistant I/II, Police Service Officer I/II, Crime Scene Investigator I/II, and those classes defined as management/confidential or supervisory/professional. This recognition of the Association shall not be subject to challenge except as provided under the provisions of the City’s Employer-Employee Organization Relations Resolution #3208. [This list of classes within the bargaining unit is attached to this MOU as Appendix A.]

Article 1.05 Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City’s mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 Association Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Association membership;

2. Provide official payroll deductions for approved Association insurance and welfare plans, not to exceed five programs;

3. Provide the Association with a list of newly hired employees in the representation unit monthly.
Article 1.07 Organizational Security

All unit employees who voluntarily became members of the Association and those unit employees who voluntarily become members of the Association during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Association membership within forty-five (45) calendar days prior to the agreement expiration date. The Association shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with this Article. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with this Article, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

Article 1.08 Savings

If any provision or the application of any provision of this MOU as implemented should be rendered or declared invalid by a final court action or decree or preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

Article 1.09 No-Strike

The Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

Article 1.10 Non-Discrimination

The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Association agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.
Article 1.11 Steward’s Time

Upon timely request and for suitable reasons, the City Manager or designee may authorize release of the Association President or his/her authorized representative from normal duties to assist in personnel matters involving Association members and for which union representation is allowable by law. The Association President or his/her authorized representative shall inform their immediate supervisor, with as much advance notice as possible, of approval to engage in such matters during work hours to ensure minimal operational impact.

Article 1.12 Association Administrative Time

Association officers and board members will be allowed up to a total of 72 hours as a group per year of administrative leave to attend Association and labor relations seminars. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager.

Article 1.13 Grievance Procedure

The Association may grieve on behalf of an individual, group of employees or the Association as a whole.

1. DEFINITION OF TERMS

A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).

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

b. Steps within the Grievance Procedures will be completed within (10) ten working days.

C. Day - A day is a working day.

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

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 the appeal provided at 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 grievant in accordance with the time limits, the decision last made by the City shall be deemed final.

3. PROCEDURE

Grievances will be processed following the procedures set forth below.

A. Level I - Within ten (10) 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 with the employee’s immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance

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

a. The specific section of the Memorandum of Understanding, 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 ten (10) 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 ten (10) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.

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. An employee may however, challenge the content of an evaluation by filing an appeal to his/her department head. In the event that an employee is directly supervised by a department head, the employee may challenge the content of the evaluation by filing an appeal to another department head, who has been agreed upon by the employee and his/her supervisor (department head). In either event, the department head’s determination shall be final, and thus no further appeals will be permitted.

C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or 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 which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee’s personnel file.

Article 1.14 Layoff Procedure

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 affected by any such change.

2. Notice to Employees - The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. 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.

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.

4. Procedures for Layoff - A permanent employee in a classification affected 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. Seniority shall mean full-time employment in any classification in the City of El Segundo.

5. Breaking Ties- In cases where two or more employees have the same date of hire (i.e. equal seniority), 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:

- "Unsatisfactory" Rating 0 points
- "Improvement needed" Rating 6 points
- "Satisfactory" Rating 12 points
- "Exceeds expectations" Rating 18 points
- "Outstanding" Rating 24 points

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

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 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 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.

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 in which the employee has prior service, provided the laid off has greater seniority than the employee in the lower classification. Full-time members of the unit who are laid off will be permitted to bump non-benefited temporary and part-time employees if a) the classification is in the unit and b) the City
determines that the laid off employee is qualified for the temporary or part-time position. In such cases, the full-time employee who has been laid off will assume temporary or part-time status.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

8. Salary Placement - An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, 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 reemployment list or lists.

9. Re-Employment List - The names of permanent employees who have been laid off under this section (including employees who have 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 therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of 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 re-employment 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.

10. Rights on Re-Employment - If a person is reemployed by the City within three years, the employee’s seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

**Article 1.15 Personnel Policies**

1. Overtime Distribution - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.
ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Salary Adjustments

The City shall provide the following salary increases to employees:

- Effective March 30, 2019: Seven Percent (7%)
- Effective Pay Period that includes October 1, 2019: Three Percent (3%)
- Effective Pay Period that includes October 1, 2020: Two Percent (2%)
- Effective Pay Period that includes October 1, 2021: Two Percent (2%)
- Effective Pay Period that includes October 1, 2022: Two Percent (2%)

Article 2.02 Overtime/Compensatory Time

1. Overtime Calculation - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, will include holiday leave as time worked. Sick leave, vacation leave, and compensatory leave will not be considered as time worked for purposes of determining eligibility for overtime pay.

2. Compensatory Time - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

   A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year.

   B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

   C. The employee can use up to forty (40) hours of compensatory time at any one time.

3. Cash in of Compensatory Time - Employees may cash in accrued compensatory time, once per calendar year, at the employee’s current base salary hour rate of pay, and EPMC shall not apply, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employees will be made on or about the 10th of December.

4. Recall Minimum Hours - Employees who are required by their supervisor to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work at 1.5 times their regular rate of pay. Prescheduled overtime does not constitute recall hours overtime.

5. Regular Rate of Pay – Regular Rate of Pay is defined in 29 CFR 778.108 et seq. The definition used in this Resolution is for general reference and does not override the specific definitions set
forth in the Fair Labor Standards Act (FLSA). Therefore, as used in this Resolution, the “regular rate of pay” is the total inclusive compensation paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the former MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any definitions inconsistent with statutes/case law.

6. Reimbursable Overtime is Not Subject to the Paid Leave Exclusion Above

   a. For purposes of this Agreement, an “Inspection Event” is defined as any inspection requested by a third party consumer to be performed outside of the Fire Department or Planning and Building Department’s regularly scheduled hours. A single Inspection Event may include inspection of more than one item per consumer. Multiple inspection items at the same worksite for a single consumer addressed in a single Inspection Event will not be subject to separate minimum overtime compensation. A “worksite” is defined as a location with the same address. If more than one Inspection Event is performed for separate consumers on the same day, each Inspection Event is subject to the minimum overtime compensation requirement set forth in Section b below.

   b. The City shall pay a minimum of two (2) hours for reimbursable overtime compensation or actual time worked per Inspection Event, whichever is greater, to an ESCEA unit employee who voluntarily performs reimbursable after-hours inspection services outside of his or her regularly scheduled work hours pursuant to the following conditions:

   i. The ESCEA unit employee must be employed in the Planning and Building Department or as a Fire Prevention Specialist;

   ii. The ESCEA unit employee must receive prior written approval from his or her supervisor to perform an Inspection Event. Should a consumer request additional inspection item(s) while the ESCEA unit employee is at the site of an approved Inspection Event, performance of the additional inspection item(s) shall be deemed approved by the supervisor as part of the Inspection Event;

   iii. The work performed by the ESCEA unit employee must be in connection with his or her regular job duties;

   iv. The work performed by the ESCEA unit employee must occur outside of his or her regularly scheduled work hours;

   v. The overtime wages paid by the City must be subject to being reimbursed by a third party;

   vi. The work performed by the ESCEA unit employee must be related to after-hours inspections of premises; and
vii. The City retains the right to assign any after-hours inspection to any Fire Department or Planning and Building employee (whether he or she is part of the ESCEA unit or not) or consultant at its discretion.

**Article 2.03 Family Emergency Care Sick Leave Utilization**

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act; California Family Rights Act; Healthy Workplaces, Healthy Family Act of 2014; and all other applicable family leave laws. Affected employees shall be entitled to utilize accumulated sick leave for providing immediate family medical necessity-related care. Depending upon the applicable leave law, “family member” may be defined as including but not limited to children, parents, of employee and employee’s spouse or registered domestic partner, siblings, grandchildren, or grandparents. Utilization of said sick leave shall be contingent upon the employee making application for sick leave use and providing the required documentation evidencing that the sick leave is to be distributed because of a family member receiving medical attention by any type of health care provider.

**Article 2.04 Uniform Allowance and Replacement**

The City shall pay uniform, clothing, and personnel equipment allowance as follows:

A Fire Prevention Specialist - $240 per year or equivalent per month of active duty.

C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein. Affected employees occupying the classifications of Fire Equipment Mechanic, Equipment Mechanic I/II, Pool Technician, and all Fire Prevention Specialist classifications shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

The City shall provide rain gear for Building Inspectors I/II and shall additionally provide safety shoes in an amount not to exceed $180.00 (effective March 20, 2019)(pre-tax) per 12-month period for those individuals required by the City to wear safety shoes. The City shall contract with a vendor for provision of said safety shoes and the affected employees shall be required to obtain the shoes from said vendor unless it can be demonstrated to the satisfaction of the employee’s department head that the vendor does not have footwear which is usable by the employee. Upon receipt of written authorization from the department head to do so, the employee may in such case purchase safety shoes at a location of his/her choice, subject to the maximum $180.00 (effective March 20, 2019) pre-tax City contribution. Requests for an additional shoe allowance when such individuals have worn or damaged safety shoes shall not be unreasonably denied. If denied, the reason for such denial shall be provided in writing to the employee.
Employees occupying the following classifications shall have uniforms and shoes provided:

All Maintenance Worker I/II and Leadworker Classifications

Custodian  Building Inspector I/II
Meter Reader/Repairer  Equipment Mechanic I/II
Facilities Systems Mechanic  Maintenance Craftworker
Tree Maintenance Worker  Senior Park Maintenance Worker
Fire Equipment Mechanic  Pool Technician

**Article 2.05 Employee Group Insurance Programs**

1. Medical

A. Effective January 1991, the City will contract with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

B. Effective May 1, 2019, the City’s maximum contribution for medical and mental health insurance will be $1500/month for full-time employees and $750/month for part-time employees.

C. Effective January 1, 2022, the City’s maximum contribution for medical and mental health insurance shall be $1550/month for full-time employees and $775/month for part-time employees.

D. Effective January 1, 2023, the City’s maximum contribution for medical and mental health insurance is $1600 per month for full-time employees and $800 per month for part-time employees.

Employees may opt out of insurance and receive $250/month in cash. The opt out benefit is only available so long as the city’s insurance rate is not adversely affected by the “opt out”. The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit. The parties agree that they shall re-open this provision to discuss elimination of this Opt Out option due to the *Flores v. City of San Gabriel* decision.

E. Effective upon City participation in the Public Employees’ Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital; Care Program. The program will provide for the following maximum contributions:
<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>* $16.00</td>
</tr>
<tr>
<td>1992</td>
<td>* 25% of City Contribution made for employee with coverage which is the same as that of the retiree.</td>
</tr>
<tr>
<td>1993</td>
<td>* 50%</td>
</tr>
<tr>
<td>1994</td>
<td>* 75%</td>
</tr>
<tr>
<td>1995</td>
<td>* 100%</td>
</tr>
</tbody>
</table>

*Should the contribution listed be less than $75.00 the retiree shall receive $75.00.

Employees must have a minimum of five (5) years of service with the City in order to be eligible for paid retiree medical insurance.

Effective March 20, 2019, the maximum City contribution for medical insurance, for both active employees and retirees, shall be $1600 per month.

F. Dental

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

G. Optical

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

H. EAP/Mental Health

The City’s contribution for medical insurance shall be used for medical premiums only; cost of EAP will not be deducted. City shall provide mental health benefit at a basic level and at City cost.

Employees shall be eligible to purchase, on a voluntary basis, the EAP Tier II, “Outpatient Tier Program” for themselves and/or eligible dependents.
Article 2.06 Retirement

1. The City shall provide as deferred compensation a set dollar amount to be paid toward the employee’s contribution to the Public Employees’ Retirement System. The dollar amount to be paid as deferred compensation for the term of this agreement shall be an amount equal to four percent (4%) of the sum of the total earnings less than $133.33 per month. Total earnings less deferred pay and special compensation as defined by CalPERS equals base pay. The City agrees to pay on behalf of the employees covered under this agreement the member contribution on shift differential, uniform allowance and uniform replacement when such benefits are includable as additional compensation for PERS purposes.

2. PERS Payment Pick Up: Effective May 13, 2017, employees shall make the seven percent (7%) (pre-tax) of the Employee Paid Member Contribution. Effective last full pay period in September 2023. Employees shall contribute an additional one percent (1%) pick-up of one percent (1%) pursuant to Government Code sections 20516.5 and 20516(b). The additional one percent deduction shall only be applied if all other miscellaneous employees pay the additional 1% PERS contribution.

3. Effective January 1, 1992 the City’s contract with the California Public Employees’ Retirement System was amended to add Section 20024.2, One-Year Final Compensation.

4. The City has amended its contract with the Public Employees’ Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

(b) Tier II - The City has amended 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 formula applies to all employees hired on or after December 30, 2012.

Tier I and Tier II participants will have their final compensation based upon the “single highest year” pursuant to Government Code Section 20042.

(c) Tier III – Members in this bargaining unit who are first employed by the City on or after January 1, 2013, and are “new employees” and/or “new members” as defined by AB340 (Public Employees Pension Reform Act) shall be provided with the 2% @ 62 retirement formula. Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members’ final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

5. Effective April 12, 2008, the City’s contract with the California Public Employees’ Retirement System and the City Council, City of El Segundo was amended to provide Section 21548, “Pre-Retirement Optional Settlement 2 Death Benefit” for bargaining unit members (local miscellaneous members).
Article 2.07 Differential Pay Article

1. Shift Differential- Employees shall be entitled to shift differential pay of ninety cents ($0.90) per hour for the total number of hours worked during their scheduled shift when a minimum of four (4) hours of an employee’s scheduled shift occurs between the hours of 5:00 p.m. and 6:00 a.m.

Employees who work overtime shall not be entitled to shift differential pay for hours in which they receive overtime pay.

Article 2.08 Computer Purchase Program

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum $4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 36-month repayment term.

3. Anti-virus software shall be required as a prerequisite in granting requested loans.

4. The City’s determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee’s final check.

5. The City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. The City is to be notified of any exchange or updating of equipment.

6. Effective March 20, 2019, the computer loan program will be eliminated.

Article 2.09 Sick Leave

1. Sick Leave Accumulation - Employees shall receive one (1) eight (8) hour day accumulation for each month’s service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City. Permanent part-time employees shall accrue 48 hours of sick leave every year, or 1.85 hours of sick leave per pay period.

2. Sick Leave Payment Upon Separation - Affected employees having a minimum of 5 years of service with the City in a classification covered by this Agreement will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick
leave upon a service or disability retirement. The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.

3. **Sick Leave - Payment of Accrual** - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th. The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.

4. **Sick Leave Accrued - Payment on Termination Prior to December 1st**. Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.

5. **Sick Leave Certification** - Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent five or more consecutive working days, or four consecutive working days for employees assigned to a four-day ten-hour working schedule must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor’s certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, effective January 1, 2001, after an employee has used seventy-two (72) hours or more of sick leave during the employee’s 12-month annual performance evaluation period, the employee’s department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor’s care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.

6. **Sick Leave Requests** - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

**Article 2.10 Flexible Spending Account**

The City will implement a Flexible Spending Account pursuant to the terms and conditions of this plan no later than January 31, 1989.

**Article 2.11 Bereavement Leave/Emergency Leave**

1. **Bereavement Leave** - Employees shall be entitled to three (3) days of bereavement leave with pay per incident which shall be increased to one work week 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 the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

2. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

**Article 2.12 Step Advancement**

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee’s anniversary date which is established as the day immediately following satisfactory completion of his or her first six months’ service; Steps B, C, and D contemplate one year’s service in each of such classification subject to the limitation of Section 6 below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee’s anniversary date.

The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee’s anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. **Class Series Classifications** - Notwithstanding the provisions of Section 1, the following classes:

- Accounts Specialist I/II
- Building Inspector I/II
- Equipment Mechanic I/II
- Library Clerk I/II
- License Permit Specialist I/II
- Office Specialist I/II
- Park Maintenance Worker I/II
- Public Works Inspector I/II
- Street Maintenance Worker I/II
- Wastewater Maintenance Worker I/II
- Water Maintenance Worker I/II
The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section 1.

Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee’s work performance, skill development, and demonstrated ability to perform higher level duties causes his/her assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

In making the determination to advance to Level II according to the above noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee’s work performance meets specific criteria developing from the following factors, among others deemed appropriate:

Length of service at Level I;

Meeting minimum qualifications posted on class specifications

Acquisition of specialized skills required of the position;

Achievement of specific job-related goals and objectives during a specified period of time;

Increased ability to work without close supervision;

Ability to exercise increased individual judgment;

Ability to provide leadership and guidance to less experienced employees;

Ability to understand and properly apply departmental rules;

Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources.
Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council.

While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. Longevity Achievement on Merit - Employees to whom this Chapter applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of “standard” or higher as determined by the employee’s performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a “standard” or higher rating, and the employee’s overall performance subsequently improves to at least a „standard” level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.

4. Step Advancement - Anniversary Date- An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employees anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in salary, unless specifically directed by the Council or as provided in Section 6 shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations. The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Association.

Notwithstanding the above, an employee in a classification under Section 2 shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. Increases on Merit- Basic Salary Schedule - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section 1 and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources, notifies the employee in writing no later than the end of the pay period which begins after said employee’s anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee’s performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee’s anniversary date.
Article 2.13 Workers’ Compensation Provisions

Permanent employees who are members of the Public Employees’ Retirement System and who receive injuries that are compensable under the California Workers’ Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee’s regular salary for any so-called waiting period provided for in the Workers’ Compensation Laws.

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent of the employee’s regular monthly salary and the amount of any temporary disability payments under the California Workers’ Compensation Laws.

Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

3. These payments shall be provided without deductions for State or Federal Income Taxes, to the extent allowable by the Internal Revenue Service.

Article 2.14 Holidays

1. Holiday Schedule - The following Days shall be considered as holidays for City employees:
   
   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
   The first Monday in September (Labor Day)
   November 11th (Veteran’s Day)
   Thanksgiving Day
   Day After Thanksgiving
   December 24th
   December 25th
   December 31st

2. Holidays will be paid based on the employee’s assigned daily work schedule. Employees assigned to a 9/80 schedule will have holidays paid in nine (9) hour increments unless the holiday falls on their assigned eight-hour workday, in which case they will be paid eight hours of holiday pay.

3. Employees with a reduced approved work schedule pursuant to Article 3.19 or 3.20 of this MOU will have holidays paid consistent with their approved daily work hours.

4. Floating Holidays
(a) In the event any of the above Holidays falls on a Sunday, the Holiday shall be observed on Monday. If the Holiday falls on a Friday or Saturday (or an employee’s otherwise regularly scheduled day off), the employee will receive a floating holiday consisting of the number of hours based on the employees assigned daily work schedule.

(b) Floating Holiday hours shall be credited to the employee’s leave bank at the beginning of the pay period which includes the holiday.

(c) Floating Holiday hours may not be carried over to the following calendar year. However, Floating Holiday hours earned during the months of November and December only, may be carried over to the next calendar year but must be used by October 31st of that year. This applies to the Floating Holiday provided under 4(b) above.

5. Holiday Pay - If an employee is required to work upon a City Holiday, he or she shall be entitled to time and one-half for such work in addition to the straight time holiday pay described in 2.16(3) above.

6. Personal Leave/Floating Holiday – In addition to the holidays enumerated in Article 2.16, each employee who has completed six months of service shall be entitled to select one day (10 hours for 4/10 schedule employees; 9 hours for 9/80 scheduled employees), as a Personal Leave Day/Floating Holiday with the approval of the employee’s supervisor after a minimum of seven days prior notice. The Personal Leave/Floating Holiday shall be credited to the employee’s leave bank every January. Employees hired on or after July 1 will receive the Personal Leave/Floating Holiday and may use this time prior to completing six (6) months of service with supervisor approval -or- carry over the hours to the next calendar year to be used by March 31st of that year.

**Article 2.15 Life Insurance**

The City will provide a $30,000 Life Insurance policy for each employee.

**Article 2.16 Vacation**

Employees shall receive either:

**ORIGINAL ACCRUAL SCHEDULE**

1. Ninety-Six (96) hours per year with full salary for the first seven years of continuous service with the City.

2. One Hundred Thirty-Six (136) hours per year with full salary after seven years and until the completion of fourteen years of continuous service.

3. One Hundred Seventy-Six (176) hours per year with full salary after fourteen years of continuous service.
OR

ALTERNATIVE ACCRUAL SCHEDULE

1. Ninety-Six (96) hours per year from commencement of the first year of service through and including completion of the fifth year of service.

2. One Hundred Twenty (120) hours per year upon commencement of the sixth year of service through and including completion of the tenth year of service.

3. One Hundred Forty-Four (144) hours per year upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.

4. One Hundred Seventy-Six (176) hours per year upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the .. alternative .. accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 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 vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term “day” shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed six month’s continuous service (although still on probation). Permanent part-time employees receive vacation accruals at 50% of the established full-time schedule.

Article 2.17 Vacation Time Accumulation and Sale

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager, or designee. Earned vacations shall not be accumulated for a longer period than for two years’ service.

For the duration of this agreement only, an employee may sell back up to twenty five percent (25%) of his/her annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. Rate of pay for vacation leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.

Article 2.18 Vacation Time Accrual - For Temporary Industrial Disability

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.
Article 2.19 Long Term Disability Plan

The City will add all unit members to its currently existing Long Term Disability Plan.

Article 2.20 Direct Deposit

It is agreed between the City and Association that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City’s Director of Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.21 Promotional Examinations

For the purpose of interpreting Section 1-6-9 (B) of the El Segundo Municipal Code, entitled “Examinations”, the City agrees that a “sufficient number” shall be two (2) eligible, qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources. Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.22 Standby Duty

1. 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, 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 and activities. However, standby duty requires that employees:

   A. Be ready to respond immediately.

   B. 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.

   C. Be able to report to work within one (1) hour of notification.

   D. 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.

   E. Respond to any call back during the assigned standby duty.

2. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during 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.
3. 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.

4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.

5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay at time and one-half their regular rate of pay.

6. An employee who uses sick leave or vacation leave during a standby period, occurring on or after, October 15, 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.

Article 2.23 Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay. The educational incentive shall be as shown below and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. (Revised October 2011).

A. Education Pay

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, (b) were awarded a bachelor’s degree, and (c) were awarded such degree 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, prior to admission of the specific employee into that major. Job Classifications Occupying Salary Grades 11-19:

- $219.64 /month
- Job Classifications Occupying Salary Grades 20-29: $281.16 /month
- Job Classifications Occupying Salary Grades 30-39: $334.21 /month

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, the flat dollar monthly amount of education incentive pay for the employee shall be equivalent to five percent (5%) of the base salary EStep of the salary grade.

Employees hired on or after May 10, 2017 shall not be eligible for Education Pay.

B. Certification Pay

Employees in the following job classifications shall be entitled to certification pay for obtaining and maintaining a certification above the level required on the City Council approved class specification:

- Meter Reader/Repairer
- Street Maintenance Leadworker
- Tree Maintenance Worker
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Water Maintenance Leadworker
Water Maintenance Worker II

Job Classifications Occupying Salary Grades 11-19: $219.64/month
Job Classifications Occupying Salary Grades 20-29: $281.16/month
Job Classifications Occupying Salary Grades 30-39: $334.21/month

Eligible certification(s) will be determined by the employee’s Department Director.

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, 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 2.24 Longevity Pay

Effective October 1, 2005, employees shall be entitled to the following longevity pay based on years of service with the City of El Segundo:

Job Classifications Occupying Salary Grades 11-19:
- Completion of 5 years of service $43.93/month
- Completion of 10 years of service $87.86/month
- Completion of 15 years of service $131.78/month

Job Classifications Occupying Salary Grades 20-29:
- Completion of 5 years of service $56.23/month
- Completion of 10 years of service $112.46/month
- Completion of 15 years of service $168.69/month

Job Classifications Occupying Salary Grades 30-39:
- Completion of 5 years of service $66.84/month
- Completion of 10 years of service $133.68/month
- Completion of 15 years of service $200.53/month

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, the flat dollar monthly amount of longevity pay for the employee shall be equivalent to one percent (1%) of the base salary E Step of the salary grade for five (5) years of service; two percent (2%) of the base salary E Step of the salary grade for ten (10) years of service; and three percent (3%) of the base salary E Step of the salary grade for fifteen (15) years of service.

Longevity Pay is reported as compensation to PERS.
(Revised October 2011)

Permanent part-time employees receive longevity pay at 50% equivalent to the longevity pay amounts applicable to permanent full-time employees.

Employees hired on or after May 10, 2017 are not eligible for longevity pay.
Article 2.25 Class A and Class B Driver’s License Pay

Employees in the following job classification shall be entitled to a $75 per month stipend for obtaining and maintaining the Class A California Driver’s License required on the City Council approved class specification:

- Equipment Mechanic II
- Fire Equipment Mechanic

Employees in the following job classifications shall be entitled to a $50 per month stipend for obtaining and maintaining the Class B California Driver’s License required on the City Council approved class specification:

- Street Maintenance Leadworker
- Street Maintenance Worker II
- Tree Maintenance Worker
- Wastewater Maintenance Leadworker
- Wastewater Maintenance Worker II
- Water Maintenance Leadworker
- Water Maintenance Worker II

Employees in the job classifications of Park Maintenance Worker II, Facilities Systems Mechanic, and Equipment Mechanic I who voluntarily obtain and maintain a Class B California Driver’s License shall also be entitled to the $50 per month stipend, and shall be subject to all Department of Transportation requirements applicable to the possession of such license.

Article 2.26 Paid Family Leave Benefits

Employees eligible for Paid Family Leave benefits under the State Disability Insurance program shall be required to take up to two weeks of earned but unused vacation leave prior to the employee’s initial receipt of these benefits. Employees may use any available family illness leave in lieu of the vacation time.

Article 2.27 El Segundo City Employees Association Insurance

The El Segundo City Employees Association sponsored optional insurance plans shall be made available via automatic payroll deduction. All associated insurance costs to be borne by unit employees.
ARTICLE 3 - OTHER PROVISIONS

Article 3.01 Drug-Free Workplace Statement and Substance Abuse Policy

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy, dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.02 Smoking Policy

The parties have met and conferred in good faith regarding the adoption of a nonsmoking policy dated 10/5/1994, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.03 Drug Free Workplace Statement and Substance Abuse Policy

All safety sensitive employees (holders of Class B licenses) must submit to a drug test and an alcohol test upon returning to duty after an absence of thirty (30) days or more, or after being removed from duty because a drug and/or alcohol test detected a prohibited presence of a controlled substance or alcohol in the employee’s system.

Article 3.04 Department of Transportation Drug Testing Guidelines

The parties have agreed upon Department of Transportation Drug Testing Guidelines.

Article 3.05 Catastrophic Leave Bank Policy

The parties have agreed upon a Catastrophic Leave Bank Policy.

Article 3.06 Occupational Illness and Injury Policy

The parties have agreed upon an occupational injury and illness policy dated June 23, 2004.

Article 3.07 Break Policy

All affected employees performing in classifications traditionally described as “field classifications” (generally including employees with the Divisions of Parks, Streets, Water and Wastewater) shall be provided one (1) thirty (30) minute rest-break to be taken near the mid-point of the first four hours of the employees regularly scheduled work shift. Included with this break is all time required to secure the work site, to travel to and from any rest-break location, and to reconvene work at the conclusion of the rest-break.

All remaining employees shall be provided a fifteen (15) minute rest-break near the midpoint 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 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. Such scheduling shall be in accord with pre-existing City practices and procedures.

Failure by any employee to utilize a rest or lunch break shall not result in any accumulation or other “banking” of said unused time, nor shall such failure result in conclusion of the employees’ regularly scheduled 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.

The consumption of food or other refreshments at times other than during rest and lunch breaks is discouraged. This break policy shall be implemented by all supervisory and management personnel and shall prevail over any inconsistent City or Department policy, written or otherwise.

**Article 3.08 Alternative Work Schedules**

Bargaining Unit employees shall be assigned to a work schedule as determined by the Department Head. If the employee requests change to the schedule, the Department Head and employee may mutually agree to the change. If the change proves not to be operationally sound, the Department Head may reverse the change.

**Article 3.09 Education Reimbursement**

1. Reimbursement Procedures - Permanent employees may participate in the City’s Educational Reimbursement Program.

2. Repayment Upon Termination- Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

   “I certify that I have successfully completed the course(s), receiving a grade of “C” or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with following schedule:
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<th>When Depart</th>
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<td>1 month after course completion</td>
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<td>2 months</td>
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<td>3 months</td>
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3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

**Article 3.10 Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank 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.

Article 3.11 Temporary Service in a Higher Classification

When 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, “applicable period of time” is defined as nine consecutive working days (eight working days if on four-ten plan) or longer.

Article 3.12 Promotions

In all cases where an employee regulated by Chapters 1A3 and 1A4 is promoted to a classification in Chapters 1A3 or 1A4 for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee is such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate’s base rate, the supervisor’s base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate’s base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

Article 3.13 Termination Pay

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination. Rate of pay for accrued vacation at the time of termination shall be at the employee’s base salary hour rate of pay and not include EPMC.
Article 3.14 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 days before the beginning of 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.

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.

Article 3.15 Physical Examinations

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor’s verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

Article 3.16 Joint Labor Management Team

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Association shall create joint labor management teams to foster improved communication and productivity.

Article 3.17 Disciplinary Action- Authority to Take

Modify Personnel Rule 14.4 to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a
confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee’s last known address shall constitute adequate notice.

**Article 3.18 Street Maintenance Worker Duties**

Effective October 1, 2000, the City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services. The following limitations shall apply: Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period or be expected to pour more than one (1) yard of concrete each week.

**Article 3.19 Work Schedules**

1. **9/80 Work Schedule**

   Effective the first pay period in October 2017, employees in this bargaining unit shall operate on a 9/80 work schedule. Employees shall typically be assigned a Monday through Friday 9/80 schedule. The City and ESCEA agree that employees may be assigned into an “A” and “B” team by their respective Department Heads, such that “A” and “B” teams work opposite Fridays and have opposite Fridays off. City shall provide employees with ninety (90) days’ notice of a change in their assigned 9/80 schedule.

2. **Reduced Workweek Schedule**—Department Heads and the City Manager, in their discretion, may allow employees to work a reduced workweek schedule. The reduced workweek shall be no less than thirty-six (36) hours per week and not less than nine (9) hours per day. The following conditions apply:

   a. Employees must submit their request in writing to the Department Head.

   b. Requests will be evaluated to determine if the reduced work schedule poses any service or operational impacts on the Department.

   c. If approved, requests may be evaluated at any time but not less than annually during the budget cycle to determine if the arrangement can continue.

   d. Upon written notice, the reduced workweek schedule may be terminated by either party. Advance notice in the form of one pay period will be required. The employee shall then convert to a 4/10 work schedule, consistent with the work hours of employees in that particular work unit.

   e. Employees working a reduced workweek shall suffer no loss in benefits, to the extent allowed, and will have their pay reduced to reflect the reduction in work hours.

   f. Reduced work hours “start” and “end” times shall be set by the Department Head or City Manager according to the needs of the department.
Article 3.20 Library Work Schedule

1. In accordance with the FLSA 7(b) exemption for CEA Library employees assigned to work evening and weekend hours based upon the unique staffing needs of the Library, Library employees will not work a traditional 4/10 schedule comprised of four days in a week for 10 hours in a day. Instead, the work schedule for these employees will occur on a rotating basis according to department needs, but the work hours for each employee will amount to two hundred and forty (240) hours worked every three (3) pay periods and will not exceed twelve (12) hours per day or fifty-six (56) hours per work week.

2. FLSA 7(b) exemption for Library Employees - Partial Exemption to overtime provisions under Section 7(b) of the Fair Labor and Standards Act (29 U.S.C. § 207(b)) applies to CEA employees working in the City Library who must work evening and weekend hours (including the classifications of Senior Library Assistant, Library Assistant, Library Clerk II, and Library Clerk I). In accordance with the 7(b) exemption, employees working in the Library will receive overtime for all hours worked in excess of 12 hours in a day, 56 hours in a work week.

Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.

3. In the event the Library hours of operation are changed during the term of this Agreement, the parties agree to meet and confer for purposes of reviewing the work schedule and making the necessary modifications to ensure the operational needs of the Department are met.

Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees’ work schedules.

Article 3.21 Re-Opener

The parties agree that during the term of this Agreement, they shall re-open negotiations to discuss modification of the municipal code that covers the personnel merit system and performance evaluation process. Any changes are subject to mutual agreement.

Article 3.22 Binding Arbitration

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Section 3.22 shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code of Civil
Procedure Section 1281.8 either before the commencement of or during the arbitration
process. All rules of pleading, (including the right of demurrer), all rules and judgment
under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of
the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but
not be limited to, any and all employment-related claims or controversies, such
breach of employment agreement, breach of the covenant of good faith and fair
dealing, negligent supervision or hiring, wrongful discharge in violation of public
policy, unpaid wages of overtime under the state and federal wage payment laws,
breach of privacy claims, intentional or negligent infliction of emotional distress
claims, fraud, defamation, and divulgence of trade secrets. This also specifically
includes claims that could be asserted under all state and federal anti-
discrimination laws, including but not limited to the California Fair Employment
and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination
in Employment Act, the Americans with Disabilities Act, and the Family and
Medical Leave Act, and claims for discrimination and harassment in employment
on the basis of race, age, sex, religion, national origin, alienage, religion, marital
status, sexual orientation, disability, political activity, or any other statute or
protected basis. It shall also include any and all claims an employee may have under
the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare
Commission Wage Orders, as well as any other state and federal statutes. This
Article 3.22 is further intended to apply to any claim Employee(s) may have against
the City and/or any of its directors, employees, or agents, and to any and all past
and future employment relationships Employee may have with the City regardless
of job position or title. City shall also arbitrate all claims it has against the employee
under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this
Memorandum of Understanding may elect to file a claim for workers' compensation
and unemployment insurance benefits with the appropriate state
agencies, and administrative charges with the Equal Employment Opportunity
Commission, California Department of Fair Employment and Housing, and any
similar state agency. Unless otherwise required by applicable law, all other
employment-related claims shall be resolved by final and binding arbitration and
not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this Memorandum of
Understanding agree that they shall not join or consolidate claims submitted for
arbitration pursuant to this Article 3.22.A with those of any other persons, and that
no form of class, collective, or representative action shall be maintained without
the mutual consent of the parties. Any dispute over the validity, effect, or
enforceability of the provisions of this paragraph, including whether the arbitration
may proceed as class, collective, or representative action, shall be for a court of law
and not an arbitrator to decide.
4. The City shall bear the costs of any arbitration conducted pursuant to this Article 3.22.A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this Memorandum of Understanding are entitled to disciplinary appeal procedures under the City’s Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B, shall be for a court of law and not an arbitrator to decide.

4. Under this Section, 3.23.B, the Arbitrator’s authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to
call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 1.13 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City’s response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.23.C, shall be for a court of law and not an arbitrator to decide.

4. The Arbitrator’s authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.
Article 3.23 – Ad Hoc Lump Sum Payment

No later than the second pay period in April 2019, the City shall issue to each employee in the bargaining unit, a one-time ad-hoc lump sum payment of $750. This one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable to CalPERS. If permissible under IRS regulations, no deductions shall be taken from these payments.

The Association agrees that it shall file a dismissal of PERB UPC LA-CE-1226-M no later than April 30, 2019.
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

CITY MANAGER

Community Cable Program Specialist
Computer Graphics Designer
Senior Network Assistant

CLERICAL AND SECRETARIAL

Senior Administrative Specialist
Administrative Specialist
Administrative Technical Specialist (Public Works)
Office Specialist II
Office Specialist I
Records Technician

BUILDING SAFETY

Senior Building Inspector
Building Inspector II
Building Inspector I
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II

ENGINEERING

Civil Engineering Assistant
Engineering Technician
Public Works Inspector

EQUIPMENT AND BUILDING MAINTENANCE CLASSIFICATIONS

Custodian
Equipment Mechanic II
Equipment Mechanic I
Equipment Service Worker
Facilities Systems Mechanic
Fire Equipment Mechanic
PLANNING CLASSIFICATIONS

Assistant Planner
Planning Technician
Office Specialist II

STREET MAINTENANCE CLASSIFICATIONS

Street Maintenance Leadworker
Street Maintenance Worker II
Street Maintenance Worker I

WATER/WASTEWATER CLASSIFICATIONS

Water Maintenance Leadworker
Meter Reader/Repairer
Water Maintenance Worker II
Water Maintenance Worker I
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Wastewater Maintenance Worker I

FINANCE CLASSIFICATIONS

Accounting Technician
Accounts Specialist II
Accounts Specialist I
Revenue Inspector
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II
Office Specialist I

FIRE CLASSIFICATIONS

Fire Prevention Specialist
Administrative Specialist

LIBRARY SERVICES CLASSIFICATIONS

Senior Library Assistant
Library Assistant
Library Clerk II
Library Clerk I
RECREATION AND PARKS CLASSIFICATIONS

Recreation Coordinator
Maintenance Craftsworker
Tree Maintenance Worker
Park Maintenance Worker II
Park Maintenance Worker I
Pool Maintenance Technician
Senior Park Maintenance Worker

POLICE CLASSIFICATIONS
For the City Employees’ Association:  

Nick Petrevski  
President  

Ron Griffin  
Vice President  

Brenna Callero  
Secretary  

Lisa Bruto  
Treasurer  

Jaime Amezcua  
Sergeant-of-Arms  

Wendell Phillips  
ESCEA Chief Negotiator

For the City:  

Greg Carpenter  
City Manager  

Joe Lilio  
Director of Finance/Human Resources  

David Serrano  
Human Resources Manager

Date
EXHIBIT I

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# CITY OF EL SEGUNDO

**CEA MONTHLY SALARY SCHEDULE**

*Effective - October 2, 2022*

*Per Resolution*

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RESOLUTION NO._____

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EL SEGUNDO, CALIFORNIA AND THE EL SEGUNDO CITY EMPLOYEES' ASSOCIATION BARGAINING UNIT

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

Section 1: Discussions 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 minutes of this meeting.

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

PASSED AND ADOPTED this _____ day of ____________, 2018.

____________________________________
Drew Boyles,
Mayor
RESOLUTION NO.
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION

WHEREAS, (1) City of El Segundo is a contracting agency under Government Code Section
22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”) for participation by members of 001 City Employees Association and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of $1,500.00 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) City of El Segundo has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of City of El Segundo shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of El Segundo would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, the City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of City of El Segundo all functions required of it under the Act.

Adopted at a regular meeting of the El Segundo City Council at El Segundo, CA, this 19th day of March, 2019.

Signed: __________________________
   Drew Boyles, Mayor

Attest: __________________________
   Tracy Weaver, City Clerk

CHANGE – BY GROUP, EQUAL, 1 FIXED (REV. 1/2018)
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EL SEGUNDO
AND
EL SEGUNDO CITY EMPLOYEES ASSOCIATION

ARTICLE 1 - GENERAL PROVISIONS

Article 1.01 Preamble
This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into between the EL SEGUNDO CITY EMPLOYEES’ ASSOCIATION, hereinafter referred to as (“Association”), and the management representatives of the El Segundo City Council, hereinafter referred to as the “City”, pursuant to the California Government Code Section 3500 et. seq.

Article 1.02 Conclusions and Term of Agreement
The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and the benefits contained herein are given in consideration for the various provisions contained herein which may be a change in the prior employment practices of the City. Further, it is mutually agreed that this MOU shall commence on October 1, 2011 and be effective through and including September 30, 2023, with an option of extending to September 30, 2014 solely by the Association. The Association shall inform the City of its decision whether or not to extend the agreement no later than March 30, 2013.

This MOU contains all of the covenants, stipulations and provisions agreed upon by the parties relating to employee wages, hours and other terms and conditions of employment. Therefore, for the life of this agreement, neither party shall be compelled to meet and confer with the other concerning any mandatory meet and confer issue which is covered by this Agreement. Except as set forth above, nothing herein shall be construed as a waiver of the parties’ rights to negotiate matters within the scope of bargaining.

Notwithstanding any provisions of this MOU, the City can meet and consult with the Association on the City’s Personnel Rules and Regulations which are within the scope of representation.

Article 1.03 Implementation of Agreement
This MOU shall be jointly presented to the El Segundo City Council for implementation along with all the ordinances, resolutions and such other additional actions as may be necessary to implement the provisions of this MOU. If the City Council fails to adopt the necessary ordinances and resolutions to implement the provisions of this MOU, the parties agree to meet and confer.
Article 1.04 Recognition

The City hereby confirms its recognition of the Association as the exclusive representative of employees in the general employees representation unit, and agrees to meet and confer with the Association on all matters relating to the scope of representation pertaining to the said employees as authorized by the law. The appropriate unit represented by the Association is generally described as all full time permanent and part-time permanent non-safety employees in the City’s “classified service,” except Police Assistant I/II, Police Service Officer I/II, Crime Scene Investigator I/II, and those classes defined as management/confidential or supervisory/professional. This recognition of the Association shall not be subject to challenge except as provided under the provisions of the City’s Employer-Employee Organization Relations Resolution #3208. [This list of classes within the bargaining unit is attached to this MOU as Appendix A.]

Article 1.05 Management Rights

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California and/or United States of America.

The management and direction of the work force of the City is vested exclusively in the City and nothing in this MOU is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the rules and regulations of the City, discipline employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work; take action as may be necessary to carry out the City’s mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to contract or subcontract any services performed by the City and require overtime work by City employees.

Article 1.06 Association Membership

The City agrees to:

1. Provide official dues deductions for all employees who subscribe to Association membership;

2. Provide official payroll deductions for approved Association insurance and welfare plans, not to exceed five programs;

3. Provide the Association with a list of newly hired employees in the representation unit monthly.

Article 1.07 Organizational Security

Upon approval of this Agreement by the El Segundo City Council, all unit employees who voluntarily became members of the Association and those unit employees who voluntarily
become members of the Association during the term of this agreement shall remain members until the expiration of the agreement. Notwithstanding the above, employees may terminate their Association membership within forty-five (45) calendar days prior to the agreement expiration date. Effective June 12, 2001, a Letter of Agreement between the El Segundo City Employees Association and the City of El Segundo regarding implementation of Agency Shop provisions was signed by representatives of the City and the Association. That Letter of Agreement is hereby incorporated by reference into this Agreement. The Association shall indemnify, defend and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with the agency fee obligation, including claims relating to the Association’s use of monies collected under these provisions—this Article. The City reserves the right to select and direct legal counsel in the case of any challenge to the City’s compliance with this Article, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

**Article 1.08 Savings**

If any provision or the application of any provision of this MOU as implemented should be rendered or declared invalid by a final court action or decree or preemptive legislation, the remaining sections of this MOU shall remain in full force and effect for the duration of said MOU.

**Article 1.09 No-Strike**

The Association agrees that during the term of this MOU their members employed by the City of El Segundo will not strike, or engage in any work stoppage or slow down, engage in a concerted failure to report for duty, or fail to perform their duties in whole or in part for the purposes of inducing, influencing or coercing a change in conditions, or compensation, or the rights privileges or obligations of employment.

The Association also agrees that their members employed by the City of El Segundo will not refuse to cross a picket line in the performance of their normal and customary duties nor attempt to influence, either directly, or indirectly, the employees to honor an existing picket line in the performance of their normal and customary duties as employees.

**Article 1.10 Non-Discrimination**

The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with Government Code Sections 3550 and 3511.

The City and the Association agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of the Federal or State agency or court of competent
jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Article 1.11 Steward’s Time

Upon timely request and for suitable reasons, the City Manager or designee may authorize release of the Association President or his/her authorized representative from normal duties to assist in personnel matters involving Association members and for which union representation is allowable by law. The Association President or his/her authorized representative shall inform their immediate supervisor with as much advance notice as possible, of approval to engage in such matters during work hours to ensure minimal operational impact.

Article 1.12 Association Administrative Time

Association officers and board members will be allowed up to a total of 72 hours as a group per year of administrative leave to attend Association and labor relations seminars. All or part of these hours may be used for other conferences or seminars with the approval of the City Manager.

Article 1.13 Grievance Procedure

The Association may grieve on behalf of an individual, group of employees or the Association as a whole.

1. DEFINITION OF TERMS

A. Grievance - A grievance is an allegation of a violation, misinterpretation or misapplication of a specific written departmental or agency rule or regulation or a specific provision of this MOU. A grievance is distinct from an appeal of discipline which is covered by the Personnel Rules and Regulations (Rule 15 and 16).

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

b. Steps within the Grievance Procedures will be completed within (10) ten working days.

C. Day - A day is a working day.

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

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 the appeal provided at 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 grievant in accordance with the time limits, the decision last made by the City shall be deemed final.

3. PROCEDURE

Grievances will be processed following the procedures set forth below.

A. Level I - Within ten (10) 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 with the employee's immediate supervisor. The supervisor shall hold discussions and attempt to resolve the grievance within ten (10) days.

B. Level II - In the event such efforts do not produce a mutually satisfactory resolution, the employee or employees aggrieved must reduce their grievance to writing and file it with the immediate supervisor. Under no circumstances shall the formal written grievance be filed more than ten (10) days from the date the employee knew or should have known of the incident giving rise to the grievance.

Procedure for Filing a Grievance

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

a. The specific section of the Memorandum of Understanding, 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 ten (10) 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 ten (10) days. The City Manager or designee will conduct an informal hearing and render a decision. Each party shall have the right to present witnesses and evidence at the hearing. The conclusions and findings of this hearing shall be final.
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. An employee may however, challenge the content of an evaluation by filing an appeal to his/her department head. In the event that an employee is directly supervised by a department head, the employee may challenge the content of the evaluation by filing an appeal to another department head, who has been agreed upon by the employee and his/her supervisor (department head). In either event, the department head’s determination shall be final, and thus no further appeals will be permitted.

C. The procedure is not intended to be used to challenge the merits of a reclassification, lay-off, transfer, denial of reinstatement, or 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 which are subject to the formal appeal process outlined in Ordinance 586 and the Personnel Rules and Regulations.

5. CONFERENCES

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

6. WRITTEN MATERIAL

Copies of written material which may be used for disciplinary purposes shall be provided to the employee prior to placement in their official personnel file. The employee shall have the right to rebut any such document and have the rebuttal attached to the document prior to it becoming a permanent part of the employee’s personnel file.

Article 1.14 Layoff Procedure

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 affected by any such change.

2. Notice to Employees - The City shall notify the Association thirty (30) days prior to the implementation of layoffs, to provide for adequate time to meet and confer regarding the impact. 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.

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.

4. Procedures for Layoff - A permanent employee in a classification affected 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. Seniority shall mean full-time employment in any classification in the City of El Segundo.

5. Breaking Ties– In cases where two or more employees have the same date of hire (i.e. equal seniority), 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:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Unsatisfactory” Rating</td>
<td>0</td>
</tr>
<tr>
<td>“Improvement needed” Rating</td>
<td>6</td>
</tr>
<tr>
<td>“Satisfactory” Rating</td>
<td>12</td>
</tr>
<tr>
<td>“Exceeds expectations” Rating</td>
<td>18</td>
</tr>
<tr>
<td>“Outstanding” Rating</td>
<td>24</td>
</tr>
</tbody>
</table>

In the event of a tie in seniority, the employee with the lowest average of retention points shall be laid off first. In the event that one or more of the affected employees do not have a sufficient number of performance evaluations on file, ties shall be broken by a coin toss.

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 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 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.

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 in which the employee has prior service, provided the laid off has greater seniority than the employee in the lower classification. Full-time members of the unit who are laid off will be permitted to bump non-benefited temporary and part-time employees if a) the classification is in the unit and b) the City determines that the laid off employee is qualified for the temporary or part-time position. In such cases, the full-time employee who has been laid off will assume temporary or part-time status.

An employee who is bumped shall be laid off in the same manner as employee whose position or classification is abolished.

8. Salary Placement - An employee who is assigned to a lower classification as a result of a displacement (bump) shall be placed on the step of the salary range of the new classification which is closest to the compensation of the employee in the previous classification, but in no case higher, 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 reemployment list or lists.

9. Re-Employment List - The names of permanent employees who have been laid off under this section (including employees who have 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 therefrom for a period of three years from the date their names were placed on the list. As a vacancy within a classification or lower related classification becomes available, the name appearing at the top of 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 re-employment 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.

10. Rights on Re-Employment - If a person is reemployed by the City within three years, the employee's seniority, sick leave and vacation accrual rates shall be reinstated. Any accumulated sick leave and/or vacation earnings shall also be reinstated to the extent that the employee did not receive compensation for such earnings at the time of lay off. Upon reemployment, employees will be placed on the same salary step held at the time of lay off.

Article 1.15 Personnel Policies

1. Overtime Distribution - The City shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. Such overtime work shall to the extent possible be assigned on the basis of volunteers. In the assignment of
overtime under this provision, however, management may consider special skills required to perform particular work.

2. Good Friday - Employees shall be entitled to use vacation time for leaves with pay on Good Friday provided such absences are scheduled and approved by the City.

ARTICLE 2 - SALARIES AND BENEFITS

Article 2.01 Cost of Living Salary Adjustments

If general fund actual core gross revenues increase by $1.5 million or more in fiscal year 2011-12 compared to fiscal year 2010-2011 and/or by $1.5 million in fiscal 2012-13 as compared to 2011-12, then the employees covered under this MOU will be entitled to a COLA increase effective the pay period including October 1 of the fiscal year immediately following the qualifying fiscal year(s). In other words, if the general fund actual core gross revenues in fiscal year 2011-12 and/or 2012-13 are $1.5 million or more greater than those in the previous fiscal year, the COLA increase will take effect October 1, 2012 and/or 2013. The amount of the COLA increase will be based upon the percentage increase in the Consumer Price Index (CPI-U) in the Los Angeles-Riverside-Orange County geographic area for the twelve month period ending the most recent August 31. General fund core gross revenues for this section shall mean all revenues except Net of All Transfers, other Licenses and Permits (account numbers: 3400-3499) and Charges for Services (account numbers: 3800-3899).

The City shall provide the following salary increases to employees:

- Effective March 30, 2019: Seven Percent (7%)
- Effective Pay Period that includes October 1, 2019: Three Percent (3%)
- Effective Pay Period that includes October 1, 2020: Two Percent (2%)
- Effective Pay Period that includes October 1, 2021: Two Percent (2%)
- Effective Pay Period that includes October 1, 2020: Two Percent (2%)

Article 2.02 Overtime/Compensatory Time

1. Overtime Calculation - An employee who is required to work more than forty (40) hours during any given work week shall be compensated at the rate of one and one-half times his/her regular rate of pay. The City, for purposes of calculating overtime pay, will include holiday time and pre-approved vacation and compensatory leave as time worked. Sick leave and compensatory leave will not be considered as time worked for purposes of determining eligibility for overtime pay.
2. Compensatory Time - Employees may substitute compensatory time for overtime pay if approved by their Department Head as follows:

A. The employee can maintain up to eighty (80) hours of accrued compensatory overtime at any one time, and carry over unused time from year to year.

B. The employee may use compensatory time in conjunction with normal vacation time with prior approval of their Department Head.

C. The employee can use up to forty (40) hours of compensatory time at any one time.

3. Cash in of Compensatory Time - Employees may cash in accrued compensatory time, once per calendar year, at the employee’s current base salary hour rate of pay, and EPMC shall not apply, by notifying the payroll division of their intent to do so no later than November 20th. Payment to the employees will be made on or about the 10th of December.

4. Recall Minimum Hours - Employees who are required by their supervisor to return to work at a time other than their scheduled work day shall be compensated for a minimum of four (4) hours work at 1.5 times their regular rate of pay. Prescheduled overtime does not constitute recall hours overtime.

5. Regular Rate of Pay – Regular Rate of Pay is defined in 29 CFR 778.108 et seq. The definition used in this Resolution is for general reference and does not override the specific definitions set forth in the Fair Labor Standards Act (FLSA). Therefore, as used in this Resolution, the “regular rate of pay” is the total inclusive compensation paid to or on behalf of the employee except gifts, travel expenses, other reimbursable expenses, payments not mandated by the former MOU or other rules/regulations, retirement and insurance contributions by the City, overtime and holiday pay. These are examples only and not intended to be an all-inclusive definition of the “regular rate of pay.” Applicable statutes/case law shall prevail over any definitions inconsistent with statutes/case law.

6. Reimbursable Overtime is Not Subject to the Paid Leave Exclusion Above

   a. For purposes of this Agreement, an “Inspection Event” is defined as any inspection requested by a third party consumer to be performed outside of the Fire Department or Planning and Building Department’s regularly scheduled hours. A single Inspection Event may include inspection of more than one item per consumer. Multiple inspection items at the same worksite for a single consumer addressed in a single Inspection Event will not be subject to separate minimum overtime compensation. A “worksite” is defined as a location with the same address. If more than one Inspection Event is performed for separate consumers on the same day, each Inspection Event is subject to the minimum overtime compensation requirement set forth in Section b below.

   b. The City shall pay a minimum of two (2) hours for reimbursable overtime compensation or actual time worked per Inspection Event, whichever is greater, to an ESCEA unit employee who voluntarily performs reimbursable after-hours inspection
services outside of his or her regularly scheduled work hours pursuant to the following conditions:

i. The ESCEA unit employee must be employed in the Planning and Building Department or as a Fire Prevention Specialist;

ii. The ESCEA unit employee must receive prior written approval from his or her supervisor to perform an Inspection Event. Should a consumer request additional inspection item(s) while the ESCEA unit employee is at the site of an approved Inspection Event, performance of the additional inspection item(s) shall be deemed approved by the supervisor as part of the Inspection Event;

iii. The work performed by the ESCEA unit employee must be in connection with his or her regular job duties;

iv. The work performed by the ESCEA unit employee must occur outside of his or her regularly scheduled work hours;

v. The overtime wages paid by the City must be subject to being reimbursed by a third party;

vi. The work performed by the ESCEA unit employee must be related to after-hours inspections of premises; and

vii. The City retains the right to assign any after-hours inspection to any Fire Department or Planning and Building employee (whether he or she is part of the ESCEA unit or not) or consultant at its discretion.

Article 2.03 Family Emergency Care Sick Leave Utilization

The City shall comply with the Federal and State regulations of the Family and Medical Leave Act; California Family Rights Act; Healthy Workplaces, Healthy Family Act of 2014; and all other applicable family leave laws. Affected employees shall be entitled to utilize six (6) days of accumulated sick leave per calendar year for providing immediate family medical necessity-related care. "Immediate family shall Depending upon the applicable leave law, “family member” may be defined as including but not limited to children, parents, siblings, grandparents of the employee, the of employee and employee's spouse or registered domestic partner, or significant other, siblings, grandchildren, or grandparents. Utilization of said sick leave shall be contingent upon the employee making application for sick leave use and providing his/her department head with the required documentation evidencing that the sick leave is to be distributed because of an immediate family member receiving medical attention by any type of health care provider.

Article 2.04 Uniform Allowance and Replacement

The City shall pay uniform, clothing, and personnel equipment allowance as follows:
A. Police Cadet, Fire Equipment Mechanic, Equipment Mechanic I/II, Pool Technician, and Fire Prevention Specialist - $240 per year or equivalent per month of active duty.

B. Newly appointed Police Cadets shall be provided with a uniform advance of $110 and $75, respectively, at the time of appointment.

C. The City reserves the right to provide uniforms in lieu of the allowances provided for herein. Affected employees occupying the classifications of Police Cadet, Crime Scene Investigator I/II, Fire Equipment Mechanic, Equipment Mechanic I/II, Pool Technician, and all Fire Prevention Specialist classifications shall have unserviceable uniforms replaced by the City by means of the replacement policies and procedures applicable to sworn uniformed City police personnel. Said replacement policy shall be in addition to any uniform maintenance allowance paid to affected employees.

The City shall provide rain gear for Building Inspectors I/II and shall additionally provide safety shoes in an amount not to exceed $100.00 $180.00 (effective March 2019) (pre-tax) per 12-month period for those individuals required by the City to wear safety shoes. The City shall contract with a vendor for provision of said safety shoes and the affected employees shall be required to obtain the shoes from said vendor unless it can be demonstrated to the satisfaction of the employee’s department head that the vendor does not have footwear which is usable by the employee. Upon receipt of written authorization from the department head to do so, the employee may in such case purchase safety shoes at a location of his/her choice, subject to the maximum $100.00 $180.00 (effective March 2019) pre-tax City contribution. Requests for an additional shoe allowance when such individuals have worn or damaged safety shoes shall not be unreasonably denied. If denied, the reason for such denial shall be provided in writing to the employee.

Employees occupying the following classifications shall have uniforms and shoes provided:

All Maintenance Worker I/II and Leadworker Classifications

Custodian Building Inspector I/II
Meter Reader/Reparer Equipment Mechanic I/II
Facilities Systems Mechanic Maintenance Craftworker
Tree Maintenance Worker Senior Park Maintenance Worker

Fire Equipment Mechanic Pool Technician
Article 2.05 Wellness Program

The parties shall create during the term of this Agreement a joint labor-management “wellness committee”, the purpose of which shall be to inform and educate unit members as to manners in which individual lifestyles can be adjusted to promote health and fitness. Any and all recommendations of the committee shall be advisory only and the composition of the committee shall be as agreed upon by the parties in accord with future organizational meetings to be coordinated by representatives of management and labor.

Article 2.06 Employee Group Insurance Programs

1. Medical

A. Effective January 1991, the City will contract with the California PERS for the Public Employees’ Medical and Hospital Care Program for medical insurance.

B. Effective January 1, 2005 May 1, 2019, the City’s maximum contribution for medical and mental health insurance will be equal to the premium cost of full family coverage for the average of the HMO’s available to all PERS covered employees in Los Angeles County or $807/month, whichever is higher. (This amount will be known as the “2005 formula”.) Effective January 1, 2006, the City shall pay for 80% of the increased premium which exceeds the formula set forth above. Employees shall be responsible for the remaining 20%. (For example, if the premium increase for the average cost of the HMO plans increases by 1.0% over the anticipated 2005 average premium of $757.29/month (i.e., an increase of $75.73/month to $833.02/month), the City would pay up to $827.82/month ($807 plus 80% of the increase above $807) and the employee would pay the remaining $5.20/month).$1500/month for full-time employees and $750/month for part-time employees.

C. Effective January 1, 20072022, the City’s maximum contribution for medical and mental health insurance shall be $1550/month for full-time employees and $775/month for part-time employees shall be the 2005 formula, the 80% contribution for 2006, plus 80% of the increased premium which exceeds the 2005 contribution. (For example, if the premium increase for the average cost of the HMO plans increases by another 1.0% over the hypothetical 2005 rate of $833.02/month (i.e., an increase of $83.30/month to $916.32/month), the City would pay up to $894.46/month ($807 + $20.82 + $66.84) and the employee would pay the remaining $21.86/month.

D. Effective January 1, 2023, the City’s maximum contribution for medical and mental health insurance is $1600 per month for full-time employees and $800 per month for part-time employees.

Employees may opt out of insurance and receive $250/month in cash. The opt out benefit is only available so long as the city’s insurance rate is not adversely affected by the “opt out”. The employee must provide verification of alternative coverage in order to opt out and is responsible for the tax consequences of the cash payment. The cash benefit is not subject to PERS retirement credit.
provision to discuss elimination of this Opt Out option due to the Flores v. City of San Gabriel decision.

C. Effective January 1, 2012, the City Contribution towards medical insurance and EAP premiums will be $1,096.36/month.

Effective January 1 of each year of the contract, the City Contribution towards medical insurance and EAP premiums will increase by 50% of the annual increase in the average HMO family coverage rate.

The "average HMO family coverage rate" is calculated by taking the average of each Los Angeles Area (Los Angeles-San Bernardino-Ventura) family coverage premium amount for all HMO plans offered through the PERS Health Program.

The following hypothetical calculation for the 2013 City Contribution is used for illustration purposes only:

Sample Calculation for 50% of annual increase in the average HMO family coverage rate:

<table>
<thead>
<tr>
<th></th>
<th>2012-HMO family coverage premium rate</th>
<th>2013-HMO family coverage premium rate</th>
<th>50% of Annual Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield HMO</td>
<td>$1,327.87</td>
<td>$1,355.27</td>
<td></td>
</tr>
<tr>
<td>Blue Shield HMO-Net Value</td>
<td>$1,142.05</td>
<td>$1,170.46</td>
<td></td>
</tr>
<tr>
<td>Kaiser HMO</td>
<td>$1,210.64</td>
<td>$1,244.82</td>
<td></td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td><strong>$1,226.85</strong></td>
<td><strong>$1,256.85</strong></td>
<td><strong>$15.00</strong></td>
</tr>
</tbody>
</table>

Sample Calculation for City Contribution:

<table>
<thead>
<tr>
<th>2012 City Contribution</th>
<th>Add 50% of annual increase</th>
<th>2013 City Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,096.36</td>
<td>+$15.00</td>
<td>=$1,111.36</td>
</tr>
</tbody>
</table>
Effective upon City participation in the Public Employees’ Medical and Hospital Care Program the City will initiate a future retiree health insurance contribution program for retirees who participate in the Public Employees’ Medical and Hospital Care Program. The program will provide for the following maximum contributions:

<table>
<thead>
<tr>
<th>Year of Retirement</th>
<th>Amount of Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>* $16.00</td>
</tr>
<tr>
<td>1992</td>
<td>* 25% of City Contribution made for employee with coverage which is the same as that of the retiree.</td>
</tr>
<tr>
<td>1993</td>
<td>* 50%</td>
</tr>
<tr>
<td>1994</td>
<td>* 75%</td>
</tr>
<tr>
<td>1995</td>
<td>* 100%</td>
</tr>
</tbody>
</table>

*Should the contribution listed be less than $75.00 the retiree shall receive $75.00.

Employees must have a minimum of five (5) years of service with the City in order to be eligible for paid retiree medical insurance.

Effective **October 1, 2007** March 20, 2019, the maximum future City contribution for medical insurance, for both active employees and retirees, shall be $1600 per month.

2. **F. Dental**

During the term of this agreement, the City will pay the premium for City contracted dental insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

3. **G. Optical**

During the term of this agreement, the City will pay the premium for City contracted optical insurance for employees and eligible dependents. The City’s aggregate contribution for current dental, optical and life insurance shall be capped at $135.00 per employee per month.

**H. EAP/Mental Health**

The City’s contribution for medical insurance shall be used for medical premiums only; $9.52 EAP will not be deducted. City shall provide mental health benefit at a basic level and at City cost. Enrollment in EAP (page cut off)
Article 2.07 Retirement

1. The City shall provide as deferred compensation a set dollar amount to be paid toward the employee’s contribution to the Public Employees’ Retirement System. The dollar amount to be paid as deferred compensation for the term of this agreement shall be an amount equal to four percent (4%) of the sum of the total earnings less than $133.33 per month. Total earnings less deferred pay and special compensation as defined by CalPERS equals base pay. The City agrees to pay on behalf of the employees covered under this agreement the member contribution on shift differential, uniform allowance and uniform replacement when such benefits are includable as additional compensation for PERS purposes.

2. PERS Payment Pick Up: Effective the pay period beginning November 5, 2011 through the end of the contract only (September 30, 2013 or 2014), employees agree to pay three percent (3%) (pre-tax) of the employee contribution. If in the future the City’s Employer share for the City’s 2% @ 55 Miscellaneous Retirement Tier, i.e. PERS rate, returns to the FY 2010/2011 percentage or lower, all represented classifications will receive a three percent (3%) COLA increase to base salary. Effective May 13, 2017, employees shall make the seven percent (7%) (pre-tax) of the Employee Paid Member Contribution. Effective last full pay period in September 2023, Employees shall contribute an additional one percent (1%) pick-up of one percent (1%) pursuant to Government Code sections 20516.5 and 20516(b). The additional one percent deduction shall only be applied if all other miscellaneous employee associations agree to make the additional contribution.

2.3. Effective January 1, 1992 the City’s contract with the California Public Employees’ Retirement System was amended to add Section 20024.2, One-Year Final Compensation.

3.4. The City has amended its contract with the Public Employees’ Retirement System (PERS) to provide eligible employees with the benefits of the 2% at age 55 (Modified) retirement plan in accordance with Government Code Section 21354.

(b) Tier II - As soon as practicable, the City shall amend its contract with the California Public Employees’ Retirement System (PERS) to implement the 2% @ 60 retirement formula in accordance with Government Code Section 21353. This new formula shall apply to employees hired on or after the effective date of the PERS contract amendment. Implementation of the PERS contract amendment is contingent upon all “local miscellaneous” employees in the City agreeing to the Tier II retirement formula. The City has amended 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 formula applies to all employees hired on or after December 30, 2012.

Tier I and Tier II participants will have their final compensation based upon the “single highest year” pursuant to Government Code Section 20042.

(c) Tier III – Members in this bargaining unit who are first employed by the City on or after January 1, 2013, and are “new employees” and/or “new members” as defined by AB340 (Public Employees Pension Reform Act) shall be provided with the 2% @ 62 retirement formula.
Members shall be subject to all other statutory requirements established by AB340, which includes paying 50% of the normal cost as determined by CalPERS. Members’ final compensation shall be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of retirement, or some other 36 consecutive month period designated by the member.

4.5 Effective April 12, 2008, the City’s contract with the California Public Employees’ Retirement System and the City Council, City of El Segundo was amended to provide Section 21548, “Pre-Retirement Optional Settlement 2 Death Benefit” for bargaining unit members (local miscellaneous members).

Article 2.08 Differential Pay

1. Shift Differential- Employees shall be entitled to shift differential pay of ninety cents ($0.90) per hour for the total number of hours worked during their scheduled shift when a minimum of four (4) hours of an employee’s scheduled shift occurs between the hours of 5:00p.m. and 6:00a.m.

Employees who work overtime shall not be entitled to shift differential pay for hours in which they receive overtime pay.

Article 2.09 Computer Purchase Program

1. Contingent upon the City determining that sufficient funds exist for said purpose, provision to each affected employee of a maximum $4000.00 cumulative interest free loan for an initial purchase of personal computer hardware, software and ergonomic-related furniture and equipment. An employee with an outstanding balance on a prior computer loan as of July 1, 1998 will have that amount currently due from the previous loan subtracted from the amount the employee can borrow interest free under this program.

2. Subsequent loans or amounts in excess of the above maximum interest free loan, would be at an interest rate of 3%. All loans would include a 35-month repayment term.

3. Anti-virus software shall be required as a prerequisite in granting requested loans.

4. The City’s determination in this regard is not subject to administrative or judicial appeal. Loans shall be repaid through payroll deductions over a three year period. Outstanding loan balances must be paid off at the time an employee separates from City service and the City shall be authorized to recover any loan balance by making deductions from the employee’s final check.

5. The City would retain title, as security, to any equipment purchased with funds from the above described loans, until such time as the loan is fully paid off. The City is to be notified of any exchange or updating of equipment.

6. Effective March 20, 2019, the computer loan program will be eliminated.
Article 2.10 Sick Leave

1. **Sick Leave Accumulation** - Employees shall receive one (1) eight (8) hour day accumulation for each month’s service not to exceed a maximum of 600 hours. Current employees with more than 600 hours of accumulated sick leave will be allowed to utilize that amount as their personal sick leave cap throughout the remainder of their service with the City. **Permanent part-time employees shall accrue 48 hours of sick leave every year, or 1.85 hours of sick leave per pay period.**

2. **Sick Leave Payment Upon Separation** - Affected employees having a minimum of 5 years of service **with the City in a classification covered by this Agreement** will be paid for 50% of their unused sick leave upon death or termination. Employees shall receive 100% of their unused sick leave upon a service or disability retirement. **The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.**

3. **Sick Leave - Payment of One Half of Accrual** - On the first day of December of each year, employees who maintain a balance of 600 hours of sick leave accrual shall be paid for (100%) of sick leave accumulated and not used during the preceding twelve-month period. Payment shall be made on or before December 10th. **The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.**

4. **Sick Leave Accrued - Payment on Termination Prior to December 1st.** Employees who terminate prior to the first day of December while maintaining a balance of more than 600 hours of sick leave shall also be paid seventy percent (70%) of their unused accrued sick leave accumulated since the preceding December 1st. **The rate of pay for sick leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.**

5. **Sick Leave Certification** - Any employee taking sick leave shall, upon his or her return to work, sign a statement certifying the reasons for such sick leave. Employees absent five or more consecutive working days, or four consecutive working days for employees assigned to a four-day ten-hour working schedule must submit a statement from a doctor that the employee was under his care and is able to return to work. Upon the recommendation of a Department Director or his/her designee the City Manager or the Director of Human Resources may, before allowing such leave or before permitting an employee to return to work, require submission of a doctor’s certificate for any absence. Any employee who makes a false claim to sick leave or who refuses to cooperate in an investigation by the City of his or her claim shall be subject to disciplinary action.

In addition to the above, effective January 1, 2001, after an employee has used seventy-two (72) hours or more of sick leave during the employee’s 12-month annual performance evaluation period, the employee’s department head may require, for each sick leave absence thereafter during the year, that the employee provide a statement from a doctor verifying that the employee was under a doctor’s care during the absence and that the employee is now able to return to work. In accordance with Labor Code Section 234 use of family sick leave will not be included when determining whether an employee has exceeded the 72 hour threshold set forth above.
6. **Sick Leave Requests** - Requests for sick leave benefits will not unreasonably be denied. Employees agree not to abuse the use of sick leave.

### Article 2.11 Flexible Spending Account

The City will implement a Flexible Spending Account pursuant to the terms and conditions of this plan no later than January 31, 1989.

### Article 2.12 Bereavement Leave/Emergency Leave

1. **Bereavement Leave** - Employees shall be entitled to three (3) days of bereavement leave with pay per incident which shall be increased to one work week 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 the use of bereavement leave, shall include the children, parents, siblings, grandparents of the employee, the employee’s spouse or significant other.

2. **Personal Emergencies** - Employees, upon request, shall be entitled to utilize vacation, Personal Leave Day/Floating Holiday or accumulated compensatory time off for bona fide and substantiated personal emergencies, i.e. serious illness of immediate family members, and cases of extreme and unusual hardships of an emergency nature. In certain circumstances, notification requirements may be waived.

### Article 2.13 Step Advancement

1. **Step Advancement Basic Salary Schedule** - The advancement of a new employee from Step A shall be on the new employee’s anniversary date which is established as the day immediately following satisfactory completion of his or her first six months’ service; Steps B, C, and D contemplate one year’s service in each of such classification subject to the limitation of Section 6 below and the advancements therefrom shall be on the anniversary date of the employee; Step E contemplates continued service in such classification until further advancement is indicated by reason of longevity.

Notwithstanding the above, a supervisor may recommend to the department head that an employee receive an accelerated advancement of part or all of the next salary step B, C, D, or E (excluding Longevity Pay), based on exemplary job performance. If the department head concurs, he/she shall submit a written report on the prescribed form to the Director of Human Resources citing specific examples of work performed by the employee that consistently exceeds expectations and warrants approval of part or all of the next salary step prior to the employee’s anniversary date.

The Director of Human Resources shall submit the request along with a recommendation for action by the City Manager. Recommended accelerated salary increases shall be in whole percentages ranging from 1-5%. An employee may receive more than one salary step advancement, but in most cases the total granted shall not exceed 5% in a twelve (12) month period. The accelerated salary advancement(s) shall not change the affected employee’s
anniversary date. In no case shall an employee receive compensation that exceeds the E-step of their respective salary range.

2. **Class Series Classifications** - Notwithstanding the provisions of Section 1, the following classes:

- Accounts Specialist I/II
- Building Inspector I/II
- **Crime Scene Investigator I/II**
- Equipment Mechanic I/II
- Library Clerk I/II
- License Permit Specialist I/II
- Office Specialist I/II
- Park Maintenance Worker I/II
- Public Works Inspector I/II
- Street Maintenance Worker I/II
- Wastewater Maintenance Worker I/II
- Water Maintenance Worker I/II

The classifications listed above shall be described as class series classifications and shall be paid at either of two different salary range levels assigned to each class.

In each of these classes, entry level may be made at two different work performance, skill, and assigned responsibility levels corresponding to the two different salary range levels. When entry is made at Level I, the employee shall progress through steps of the range assigned to that level in the manner described in Section 1, except as noted below. When entry is made at Level II, the employee shall advance through the steps of the range assigned to that level in the same manner as described in Section 1.

Every person employed at Level I shall be eligible to advance to Level II without regard to the number of other employees at either of the levels or budget limitations. To assure the latter, class series positions shall be budgeted at Level II in all cases. Merit considerations, as clarified by the factors listed below, shall be the exclusive basis for advancement to Level II.

When a person is employed at Level I, such employee may be advanced to Level II upon a determination by the Department Head and approval of the Director of Human Resources that the employee's work performance, skill development, and demonstrated ability to perform higher level duties causes his/her assignment to Level II to be appropriate. No employee shall be advanced to Level II without such an evaluation.

In making the determination to advance to Level II according to the above noted factors, such determination shall not be made simply by subjective evaluation but shall be upon a finding that the employee's work performance meets specific criteria developing from the following factors, among others deemed appropriate:

Length of service at Level I;
Meeting minimum qualifications posted on class specifications

Acquisition of specialized skills required of the position;

Achievement of specific job-related goals and objectives during a specified period of time;

Increased ability to work without close supervision;

Ability to exercise increased individual judgment;

Ability to provide leadership and guidance to less experienced employees;

Ability to understand and properly apply departmental rules;

Ability to produce work which is acceptable both in terms of quality and quantity and which represents at least the average level of work produced by other Level II employees.

Specific criteria for advancement within a class series shall be prepared jointly by each Department Head and the Director of Human Resources.

Such criteria shall be approved by the City Manager. No employee shall be advanced from Level I to Level II except upon recommendation of the Department Head and approval of the City Manager.

Whenever an employee is moved from Level I to Level II, such employee shall be compensated at the lowest rate of compensation provided for in the higher Level II salary range which exceeds by not less than five percent the rate of compensation received by said employee at the time of assignment to Level II, unless otherwise ordered by the City Council.

While occupying a position assigned to a class series classification, an employee shall serve only one probation period.

3. Longevity Achievement on Merit - Employees to whom this Chapter applies who are eligible to receive longevity pay shall receive longevity pay based upon an overall rating of “standard” or higher as determined by the employee’s performance evaluation. If the employee fails to qualify for longevity pay because of failure to have attained a “standard” or higher rating, and the employee’s overall performance subsequently improves to at least a "standard" level, the longevity pay increase shall be granted upon the issuance of a satisfactory performance report.

4. Step Advancement - Anniversary Date- An employee advanced from any range to another range of the Basic Salary Schedule shall receive a new anniversary date which is the date of the change. If the employees anniversary date falls in the first week of the pay period, the effective date of the increase will be the first day of that pay period; if the effective date falls on the second week of the pay period, the effective date of the increase will be the first day of the following pay period. Other changes in salary, unless specifically directed by the Council or as provided in Section 6 shall not change the anniversary date, except for promotions made in accordance with the Personnel Merit System Ordinance or the Personnel Rules and Regulations.
The City Council reserves the right, at any time, and in its sole discretion, to change the range number assigned to any officer or employee and to determine the particular step in any range number which is to be thereafter assigned to any such officer or employee, subject to meet and confer with the Association.

Notwithstanding the above, an employee in a classification under Section 2 shall not be assigned a new anniversary date when he/she is advanced from Level I to Level II in that same classification.

5. Increases on Merit- Basic Salary Schedule - An employee shall be eligible for advancement to a higher step on the basis of service time as described in Section 1 and satisfactory performance of duties. An employee will be presumed to merit an increase unless his or her Department Head, with the concurrence of the Director of Human Resources, notifies the employee in writing no later than the end of the pay period which begins after said employee’s anniversary date that the increase should be withheld, stating reasons. The reasons shall be provided to the employee in writing. If the employee’s performance subsequently improves to a satisfactory level, the step increase will be granted and the date of increase will become the employee’s anniversary date.

**Article 2.14 Minimum Service with City of El Segundo to Receive Pay for a Designated Percentage of Accumulated Sick Leave**

Employees who retire must have been employed for a minimum of five (5) years with the City of El Segundo in a classification covered by this Agreement in order to receive pay for unused sick leave balance.

**Article 2.152.14 Workers’ Compensation Provisions**

Permanent employees who are members of the Public Employees’ Retirement System and who receive injuries that are compensable under the California Workers’ Compensation Laws (other than those to whom the provisions of Section 4850 of the Labor Code apply) shall be entitled to receive:

1. Seventy-five percent of the employee’s regular salary for any so-called waiting period provided for in the Workers’ Compensation Laws.

2. Thereafter, for a period of up to one year, or until earlier retirement on disability pension or a finding of permanent and stationary disability by a medical doctor, the difference between seventy-five percent of the employee’s regular monthly salary and the amount of any temporary disability payments under the California Workers’ Compensation Laws.

Such payment shall cease when the employee receives a permanent disability award or is physically able to return to work.

3. These payments shall be provided without deductions for State or Federal Income Taxes, to the extent allowable by the Internal Revenue Service.
Article 2.162.15 Holidays

1. Holiday Schedule - The following Days shall be considered as holidays for City employees:

   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
   The first Monday in September (Labor Day)
   November 11th (Veteran’s Day)
   Thanksgiving Day
   **Day After Thanksgiving**
   December 24th
   December 25th
   December 31st

2. Holidays will be paid based on the employee’s assigned daily work schedule. Employees assigned to a 9/80 schedule will have holidays paid in nine (9) hour increments unless the holiday falls on their assigned eight-hour workday, in which case they will be paid eight hours of holiday pay.

3. Effective October 1, 2011, the Friday after Thanksgiving is removed from the list of observed holidays, except for employees who are regularly scheduled to work on Fridays.

4. Members of this unit assigned to work a 4/10 schedule shall have holidays paid in 10-hour increments, consistent with daily work hours. Employees with an a reduced approved work schedule pursuant to Article 3.19 or 3.20 of this MOU will have holidays paid consistent with their approved daily work hours.

4. Floating Holidays

   (a) In the event any of the above Holidays falls on a Sunday, the Holiday shall be observed on Monday. If the Holiday falls on a day an employee is regularly scheduled to be off duty, e.g., a Friday or Saturday for employees working a 4/10, Monday–Thursday schedule, the employee shall earn ten (10) hours of Floating Holiday or, in another increment if the work schedule assigned is pursuant to Article 3.19 or 3.20 which results in daily work hours other than ten (10).

   (b) Members of this unit were previously given thirty two (32) hours of Floating Holiday based on the 2011 holiday schedule (issued January 2011). An additional eight (8) hours of Floating Holiday shall be added to each employee’s leave bank for the remainder of calendar year 2011. Hours shall be credited the pay period after Council approval of this MOU.
(b)(c) Beginning January 1, 2012, Floating Holiday hours shall be credited to the employee’s leave bank at the beginning of the pay period which includes the holiday.

(c)(d) Floating Holiday hours may not be carried over to the following calendar year. However, Floating Holiday hours earned during the months of November and December only, may be carried over to the next calendar year but must be used by October 31st of that year. This applies to the one time additional eight (8) hours of Floating Holiday provided under 4(b) above.

5.2. Holiday Pay - If an employee is required to work upon a City Holiday, he or she shall be entitled to time and one-half for such work in addition to the straight time holiday pay described in 2.16(3) above.

6.3. Personal Leave/Floating Holiday – In addition to the holidays enumerated in Article 2.16, each employee who has completed six months of service shall be entitled to select one (10) hour day per calendar year, or in another increment if the work schedule assigned is pursuant to Articles 3.19 or 3.20 which results in daily work hours other than ten (10), day (10 hours for 4/10 schedule employees; 9 hours for 9/80 schedule employees), as a Personal Leave Day/Floating Holiday with the approval of the employee’s supervisor after a minimum of seven days prior notice. The Personal Leave/Floating Holiday shall be credited to the employee’s leave bank every January. Employees hired on or after July 1 will receive the Personal Leave/Floating Holiday and may use this time prior to completing six (6) months of service with supervisor approval or carry over the hours to the next calendar year to be used by March 31st of that year.

Article 2.172.16 Life Insurance

The City will provide a $30,000 Life Insurance policy for each employee.

Article 2.182.17 Vacation

Employees shall receive either:

ORIGINAL ACCRUAL SCHEDULE

1. Twelve working days Ninety-Six (96) hours per year with full salary for the first seven years of continuous service with the City.

2. Seventeen working days One Hundred Thirty-Six (136) hours per year with full salary after seven years and until the completion of fourteen years of continuous service.

3. Twenty-two working days One Hundred Seventy-Six (176) hours per year with full salary after fourteen years of continuous service.

OR

ALTERNATIVE ACCRUAL SCHEDULE
1. **Twelve days Niney-Six (96) hours** per year from commencement of the first year of service through and including completion of the fifth year of service.

2. **Fifteen days One Hundred Twenty (120) hours** per year upon commencement of the sixth year of service through and including completion of the tenth year of service.

3. **Eighteen days One Hundred Forty-Four (144) hours** per year upon commencement of the eleventh year of service through and including completion of the fifteenth year of service.

4. **Twenty-two days One Hundred Seventy-Six (176) hours** per year upon commencement of the sixteenth year of service and for all years of service thereafter.

An employee desiring to participate in the .. alternative .. accrual schedule shall so advise Human Resources Department in writing of their election, no later than October 19, 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 vacation on the alternative schedule or maintenance of accrual pursuant to the original schedule, shall be irrevocable.

For this article, the term “day” shall be the equivalent of eight hours. Vacation time shall accrue on a monthly basis. Vacation leaves may be taken only after an employee has completed six month’s continuous service (although still on probation). **Permanent part-time employees receive vacation accruals at 50% of the established full-time schedule.**

**Article 2.192.18 Vacation Time Accumulation and Sale**

Vacation time shall be accumulated from date of last continuous permanent employment. All vacation shall be taken at such times as are agreeable to the head of the department and approved by the City Manager, or designee. Earned vacations shall not be accumulated for a longer period than for two years’ service.

For the duration of this agreement only, an employee may sell back up to twenty five percent (25%) of his/her annual vacation accrual, to which they are entitled by length of service. Each employee may sell back vacation once per calendar year and only during the first two-weeks of December. **Rate of pay for vacation leave payouts shall be at base salary hourly rate of pay and EPMC shall not apply.**

**Article 2.202.19 Vacation Time Accrual - For Temporary Industrial Disability**

Notwithstanding the provisions of Article 2.19, employees on temporary industrial disability may accrue vacation time for longer than two years.

**Article 2.212.20 Long Term Disability Plan**

The City will add all unit members to its currently existing Long Term Disability Plan.
Article 2.222.21 Direct Deposit

It is agreed between the City and Association that it is in the mutual interest of the City and its employees that all covered employees utilize the currently available direct deposit system. Employees who do not desire to utilize direct deposit shall make their wishes known in writing to the City’s Director of Human Resources, together with a statement of their reasons therefore. Requests for exceptions to this direct deposit policy shall not be unreasonably denied.

Article 2.232.22 Promotional Examinations

For the purpose of interpreting Section 1-6-9 (B) of the El Segundo Municipal Code, entitled “Examinations”, the City agrees that a “sufficient number” shall be three (3)-two (2) eligible, quantified qualified applicants who have indicated an interest in a particular promotion in writing to the Director of Human Resources. Examinations may be specified by the Personnel Officer, as promotional only, as open only, or as both open and promotional.

Article 2.242.23 Standby Duty

1. 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, 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 and activities. However, standby duty requires that employees:
   A. Be ready to respond immediately.
   B. 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.
   C. Be able to report to work within one (1) hour of notification.
   D. 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.
   E. Respond to any call back during the assigned standby duty.

2. As with any City equipment, any paging device assigned to an employee is the responsibility of the standby employee during 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.

3. 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.

4. For each assigned period of standby duty employees shall be provided two (2) hours of pay per day.
5. Employees recalled to duty shall receive a minimum of four (4) hours of recall pay at time and one-half their regular rate of pay.

6. An employee who uses sick leave or vacation leave during a standby period, occurring on or after, October 15, 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.

Article 2.252.24 Educational Incentive Pay

Eligible employees shall be entitled to receive educational incentive pay. The educational incentive shall be as shown below and shall be paid at the same times and in the same manner as base salary. Educational incentive pay is reported as compensation to PERS. (Revised October 2011).

A. Education Pay

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, (b) were awarded a bachelor’s degree on or after October 15, 2000, and (c) were awarded such degree 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, prior to admission of the specific employee into that major. Bachelor degrees awarded prior to October 15, 2000 cannot be used to fulfill the requirements above.

| Job Classifications Occupying Salary Grades 11-19: | $ 219.64/month |
| Job Classifications Occupying Salary Grades 20-29: | $ 281.16/month |
| Job Classifications Occupying Salary Grades 30-39: | $ 334.21/month |

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, the flat dollar monthly amount of education incentive pay for the employee shall be equivalent to five percent (5%) of the base salary EStep of the salary grade.

Employees hired on or after May 10, 2017 shall not be eligible for Education Pay.

B. Certification Pay

Employees in the following job classifications shall be entitled to certification pay for obtaining and maintaining a certification above the level required on the City Council approved class specification:

- Meter Reader/Repairer
- Street Maintenance Leadworker
- Tree Maintenance Worker
- Wastewater Maintenance Leadworker
- Wastewater Maintenance Worker II
- Water Maintenance Leadworker
Water Maintenance Worker II

Job Classifications Occupying Salary Grades 11-19: $219.64/month
Job Classifications Occupying Salary Grades 20-29: $281.16/month
Job Classifications Occupying Salary Grades 30-39: $334.21/month

Eligible certification(s) will be determined by the employee’s Department Director.

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, 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 2.262.25 Longevity Pay**

Effective October 1, 2005, employees shall be entitled to the following longevity pay based on years of service with the City of El Segundo:

Job Classifications Occupying Salary Grades 11-19:
- Completion of 5 years of service: $43.93/month
- Completion of 10 years of service: $87.86/month
- Completion of 15 years of service: $131.78/month

Job Classifications Occupying Salary Grades 20-29:
- Completion of 5 years of service: $56.23/month
- Completion of 10 years of service: $112.46/month
- Completion of 15 years of service: $168.69/month

Job Classifications Occupying Salary Grades 30-39:
- Completion of 5 years of service: $66.84/month
- Completion of 10 years of service: $133.68/month
- Completion of 15 years of service: $200.53/month

If during the term of this Agreement a job classification is assigned a salary grade higher than 39, the flat dollar monthly amount of longevity pay for the employee shall be equivalent to one percent (1%) of the base salary EStep of the salary grade for five (5) years of service; two percent (2%) of the base salary EStep of the salary grade for ten (10) years of service; and three percent (3%) of the base salary EStep of the salary grade for fifteen (15) years of service.

Longevity Pay is reported as compensation to PERS.
(Revised October 2011)

Permanent part-time employees receive longevity pay at 50% equivalent to the longevity pay amounts applicable to permanent full-time employees.

Employees hired on or after May 10, 2017 are not eligible for longevity pay.
Article 2.272.26 Class A and Class B Driver’s License Pay

Employees in the following job classification shall be entitled to a $75 per month stipend for obtaining and maintaining the Class A California Driver’s License required on the City Council approved class specification:

   Equipment Mechanic II
   Fire Equipment Mechanic

Employees in the following job classifications shall be entitled to a $50 per month stipend for obtaining and maintaining the Class B California Driver’s License required on the City Council approved class specification:

   Street Maintenance Leadworker
   Street Maintenance Worker II
   Tree Maintenance Worker
   Wastewater Maintenance Leadworker
   Wastewater Maintenance Worker II
   Water Maintenance Leadworker
   Water Maintenance Worker II

Employees in the job classifications of Park Maintenance Worker II, Facilities Systems Mechanic, and Equipment Mechanic I who voluntarily obtain and maintain a Class B California Driver’s License shall also be entitled to the $50 per month stipend, and shall be subject to all Department of Transportation requirements applicable to the possession of such license.

Article 2.282.27 Paid Family Leave Benefits

Employees eligible for Paid Family Leave benefits under the State Disability Insurance program shall be required to take up to two weeks of earned but unused vacation leave prior to the employee’s initial receipt of these benefits. Employees may use any available family illness leave in lieu of the vacation time.

Article 2.292.28 El Segundo City Employees Association Insurance

The El Segundo City Employees Association sponsored optional insurance plans shall be made available via automatic payroll deduction. All associated insurance costs to be borne by unit employees.

ARTICLE 3 - OTHER PROVISIONS

Article 3.01 Drug-Free Workplace Statement and Substance Abuse Policy

The parties have met and conferred in good faith regarding the adoption of a Drug-Free Workplace Statement and Substance Abuse Policy, dated July 1, 2008, and the same shall be implemented concurrent with the adoption of this MOU.
Article 3. 02 Smoking Policy

The parties have met and conferred in good faith regarding the adoption of a nonsmoking policy dated 10/5/1994, and the same shall be implemented concurrent with the adoption of this MOU.

Article 3.03 Drug Free Workplace Statement and Substance Abuse Policy

All safety sensitive employees (holders of Class B licenses) must submit to a drug test and an alcohol test upon returning to duty after an absence of thirty (30) days or more, or after being removed from duty because a drug and/or alcohol test detected a prohibited presence of a controlled substance or alcohol in the employee’s system.

Article 3.04 Department of Transportation Drug Testing Guidelines

The parties have agreed upon Department of Transportation Drug Testing Guidelines.

Article 3.05 Catastrophic Leave Bank Policy

The parties have agreed upon a Catastrophic Leave Bank Policy.

Article 3.06 Occupational Illness and Injury Policy

The parties have agreed upon an occupational injury and illness policy dated June 23, 2004.

Article 3.07 Break Policy

All affected employees performing in classifications traditionally described as “field classifications” (generally including employees with the Divisions of Parks, Streets, Water and Wastewater) shall be provided one (1) thirty (30) minute rest-break to be taken near the midpoint of the first four hours of the employees regularly scheduled work shift. Included with this break is all time required to secure the work site, to travel to and from any rest-break location, and to reconvene work at the conclusion of the rest-break.

All remaining employees shall be provided a fifteen (15) minute rest-break near the midpoint 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 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. Such scheduling shall be in accord with pre-existing City practices and procedures.

Failure by any employee to utilize a rest or lunch break shall not result in any accumulation or other “banking” of said unused time, nor shall such failure result in conclusion of the employees’ regularly scheduled 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.

The consumption of food or other refreshments at times other than during rest and lunch breaks is discouraged. This break policy shall be implemented by all supervisory and management personnel and shall prevail over any inconsistent City or Department policy, written or otherwise.

**Article 3.08 Alternative Work Schedules**

Bargaining Unit employees shall be assigned to a work schedule as determined by the Department Head. If the employee requests change to the schedule, the Department Head and employee may mutually agree to the change. If the change proves not to be operationally sound, the Department Head may reverse the change.

**Article 3.09 Education Reimbursement**

1. Reimbursement Procedures - Permanent employees may participate in the City’s Educational Reimbursement Program.

2. Repayment Upon Termination- Employees who participate in the Educational Reimbursement Program will be required to sign the following agreement:

“I certify that I have successfully completed the course(s), receiving a grade of “C” or better. A copy verifying this grade is attached. 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. The amount of refund shall be determined in accordance with following schedule:

<table>
<thead>
<tr>
<th>When Depart</th>
<th>Percentage</th>
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<tr>
<td>1 month after course completion</td>
<td>100%</td>
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<tr>
<td>2 months</td>
<td>100%</td>
</tr>
<tr>
<td>3 months</td>
<td>90%</td>
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<tr>
<td>4 months</td>
<td>80%</td>
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<tr>
<td>5 months</td>
<td>70%</td>
</tr>
<tr>
<td>6 months</td>
<td>60%</td>
</tr>
</tbody>
</table>
7 months 50%
8 months 40%
9 months 30%
10 months 20%
11 months 10%
12 months 0%

3. Eligible employees may receive no more than one thousand seven hundred fifty dollars ($1,750.00) per calendar year under this program.

**Article 3.10 Catastrophic Leave Bank**

The City shall institute a catastrophic leave bank 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.

**Article 3.11 Temporary Service in a Higher Classification**

When 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, “applicable period of time” is defined as nine consecutive working days (eight working days if on four-ten plan) or longer.

**Article 3.12 Promotions**

In all cases where an employee regulated by Chapters 1A3 and 1A4 is promoted to a classification in Chapters 1A3 or 1A4 for which a higher rate of compensation is provided, then such employee so promoted shall enter into such higher classification at the lowest rate of compensation provided for such higher classification which exceeds by not less than five percent the base rate of compensation, excluding special assignment pay, received by said employee in such given classification at the time of such promotion, unless otherwise ordered by the City Council. All supervisors shall be paid a base rate not less than the next higher base rate than any of their subordinates. In the event that a supervisor is paid a base rate of pay equal to or lower than one of his regularly assigned subordinate’s base rate, the supervisor’s base rate shall be advanced to a step in his/her salary range which is next higher than any subordinate’s base pay exclusive of longevity pay, educational incentive pay, and special assignment pay.

**Article 3.13 Termination Pay**

Upon termination of employment during a pay period, pay shall be prorated and paid for each day worked in said pay period and the terminal salary warrant shall include accrued vacation pay to the time of termination. Rate of pay for accrued vacation at the time of termination shall be at the employee’s base salary hour rate of pay and not include EPMC.

**Article 3.14 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 days before the beginning of 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.

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.

**Article 3.15 Physical Examinations**

The City will allow up to two (2) days of accumulated sick leave per year to be used for purposes of physical examinations, subject to submission of a doctor’s verification. The City further agrees that requests for sick leave benefits will not unreasonably be denied.

**Article 3.16 Joint Labor Management Team**

Pursuant to the meet-and-confer process for 1997-98, it was agreed upon that representatives of the City and the Association shall create joint labor management teams to foster improved communication and productivity.

**Article 3.17 Disciplinary Action- Authority to Take**

Modify Personnel Rule 14.4 to include the following:

1. Prior to making a final decision to take disciplinary action involving suspension, demotion, dismissal or reduction in pay, the City Manager shall give written notice of the proposed action to the concerned employee. The notice shall include a statement of reasons that a disciplinary action is being proposed and shall include a copy of the charges being considered by the City Manager. Except when of a confidential nature, the supporting documentation will be provided with the written notice to the employee. A written notice delivered to the employee’s last known address shall constitute adequate notice.

**Article 3.18 Street Maintenance Worker Duties**

Effective October 1, 2000, the City may utilize employees working in the Street Maintenance Worker I/II job classification for the purpose of providing concrete maintenance and installation services. The following limitations shall apply: Employees shall not be required to perform such duties for a period exceeding ten (10) hours during each two-week pay period or be expected to pour more than one (1) yard of concrete each week.
Article 3.19 Work Schedules

1. 4/10-9/80 Work Schedule - Beginning the pay period of October 8, 2011, full-time employees other than Library staff, will be assigned a 40-hour/week schedule by working “4/10’s” (four days a week, ten (10) hours a day) except as follows:

Effective the first pay period in October 2017, employees in this bargaining unit shall operate on a 9/80 work schedule. Employees shall typically be assigned a Monday through Friday 9/80 schedule. The City and ESCEA agree that employees may be assigned into an “A” and “B” team by their respective Department Heads, such that “A” and “B” teams work opposite Fridays and have opposite Fridays off. City shall provide employees with ninety (90) days’ notice of a change in their assigned 9/80 schedule.

2. A. Reduced Workweek Schedule—Department Heads and the City Manager, in their discretion, may allow employees to work a reduced workweek schedule. The reduced workweek shall be no less than thirty-six (36) hours per week and not less than nine (9) hours per day. The following conditions apply:

a. Employees must submit their request in writing to the Department Head.

b. Requests will be evaluated to determine if the reduced work schedule poses any service or operational impacts on the Department.

c. If approved, requests may be evaluated at any time but not less than annually during the budget cycle to determine if the arrangement can continue.

d. Upon written notice, the reduced workweek schedule may be terminated by either party. Advance notice in the form of one pay period will be required. The employee shall then convert to a 4/10 work schedule, consistent with the work hours of employees in that particular work unit.

e. Employees working a reduced workweek shall suffer no loss in benefits, to the extent allowed, and will have their pay reduced to reflect the reduction in work hours.

f. Reduced work hours “start” and “end” times shall be set by the Department Head or City Manager according to the needs of the department.

Article 3.20 Library Work Schedule

1. In accordance with the FLSA 7(b) exemption for CEA Library employees assigned to work evening and weekend hours based upon the unique staffing needs of the Library, Library employees will not work a traditional 4/10 schedule comprised of four days in a week for 10 hours in a day. Instead, the work schedule for these employees will occur on a rotating basis according to department needs, but the work hours for each employee will amount to two hundred and forty (240) hours worked every three (3) pay periods and will not exceed twelve (12) hours per day or fifty-six (56) hours per work week.
2. FLSA 7(b) exemption for Library Employees - Partial Exemption to overtime provisions under Section 7(b) of the Fair Labor and Standards Act (29 U.S.C. § 207(b)) applies to CEA employees working in the City Library who must work evening and weekend hours (including the classifications of Senior Library Assistant, Library Assistant, Library Clerk II, and Library Clerk I). In accordance with the 7(b) exemption, employees working in the Library will receive overtime for all hours worked in excess of 12 hours in a day, 56 hours in a work week.

Employees working under this exemption may not work in excess of 2,240 hours in a 52-week period.

3. In the event the Library hours of operation are changed during the term of this Agreement, the parties agree to meet and confer for purposes of reviewing the work schedule and making the necessary modifications to ensure the operational needs of the Department are met.

Library Administration will not modify the current work schedule until at least 30 days has elapsed from the beginning of meetings with Library employees. Once the 30 day time period has elapsed or sooner if the parties reach an agreement regarding scheduling, the Library Administration may modify the work schedule by providing reasonable advance notice of any changes to employees’ work schedules.

**Article 3.21 - No Layoffs Re-Opener**

1. The City agrees to guarantee that no layoffs of unit members will occur during the term of this MOU unless at any time during the term of the contract the general fund actual core gross revenues as defined in Article 2 for any six (6) month period fall seven and one half percent (7.5%) below the prior fiscal year actual core gross revenues for the same six (6) month period.

2. Before instituting any layoffs the City will agree to meet and confer in good faith with the Association to explore alternative cost saving approaches.

The parties agree that during the term of this Agreement, they shall re-open negotiations to discuss modification of the municipal code that covers the personnel merit system and performance evaluation process. Any changes are subject to mutual agreement.

**Article 3.22 – Binding Arbitration**

A. Civil Claims:

Both the City and employees covered by this Memorandum of Understanding agree that the claims described in this Section 3.22, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (“CAA”) (Cal. Code Civ. Proc. Sec 1280 et. seq, including section 1283.05 and all of the CAA’s other mandatory and permissive rights to discovery). Nothing in this Memorandum of Understanding shall prevent either party from obtaining provisional remedies to the extent permitted by Code
of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. All rules of pleading, (including the right of demurrer), all rules and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded.

1. The civil claims which are subject to final and binding arbitration shall include, but not be limited to, any and all employment-related claims or controversies, such as breach of employment agreement, breach of the covenant of good faith and fair dealing, negligent supervision or hiring, wrongful discharge in violation of public policy, unpaid wages of overtime under the state and federal wage payment laws, breach of privacy claims, intentional or negligent infliction of emotional distress claims, fraud, defamation, and divulgence of trade secrets. This also specifically includes claims that could be asserted under all state and federal antidiscrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Family and Medical Leave Act, and claims for discrimination and harassment in employment on the basis of race, age, sex, religion, national origin, alienage, religion, marital status, sexual orientation, disability, political activity, or any other statutorily-protected basis. It shall also include any and all claims an employee may have under the Fair Labor Standards Act, the California Labor Code, and the Industrial Welfare Commission Wage Orders, as well as any other state and federal statutes. This Article 3.22 is further intended to apply to any claim Employee(s) may have against the City and/or any of its directors, employees, or agents, and to any and all past and future employment relationships Employee may have with the City regardless of job position or title. City shall also arbitrate all claims it has against the employee under the same rules and regulations set forth herein.

2. Notwithstanding the provisions of this Article, employees covered by this Memorandum of Understanding may elect to file a claim for workers' compensation and unemployment insurance benefits with the appropriate state agencies, and administrative charges with the Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, and any similar state agency. Unless otherwise required by applicable law, all other employment-related claims shall be resolved by final and binding arbitration and not by a jury in a court of law.

3. To the fullest extent permitted by law, employees covered by this Memorandum of Understanding agree that they shall not join or consolidate claims submitted for arbitration pursuant to this Article 3.22.A with those of any other persons, and that no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. Any dispute over the validity, effect, or enforceability of the provisions of this paragraph, including whether the arbitration may proceed as class, collective, or representative action, shall be for a court of law and not an arbitrator to decide.
4. The City shall bear the costs of any arbitration conducted pursuant to this Article 3.22.A, including the compensation of the Arbitrator, all administrative expenses, and CSR transcripts. Except as may otherwise be required by law, the parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. The arbitration shall be held before a single arbitrator, who shall be an attorney at law and an experienced employment law arbitrator. The arbitrator shall be mutually selected by the parties. The Arbitrator shall have the power to award all legal relief available in a court of law, including any and all damages that may be available for any of the claims asserted. In addition, each of the parties shall retain all defenses that they would have in a judicial proceeding, including defenses based on the expiration of the statute of limitations and that the damages being sought are not authorized or are excessive.

B. Appeal of Discipline

The Parties understand that employees covered by this Memorandum of Understanding are entitled to disciplinary appeal procedures under the City’s Personnel Merit System Administrative Code. Under Administrative Code Section 1-6-8, employees have the right to have the Los Angeles County Civil Service Commission hear appeals from dismissal, demotion, and suspensions for a period of six (6) days or longer. The Parties agree that an employee covered by this Memorandum of Understanding may opt to have these disciplinary actions be submitted to binding and final arbitration.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.22.B. shall be for a court of law and not an arbitrator to decide.

4. Under this Section, 3.23.B, the Arbitrator’s authority will be limited to determining: Whether the City has satisfied the seven tests of just cause; and, if not, what is the appropriate remedy. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator
shall be final and binding on the City, the Association and the employee. The Arbitrator may not increase the level of discipline.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

C. Contract Interpretation Disputes

The Parties agree that any grievance filed under Article 1.13 of this Memorandum of Understanding that is an allegation of a violation, misinterpretation, or misapplication of this MOU, shall be subject to final and binding arbitration. The Association must file a written request for final and binding arbitration within ten (10) days of receipt of the City’s response at Level III.

1. The arbitration shall be held before a single arbitrator, who shall be an experienced labor and employment law arbitrator. The parties shall select an arbitrator from a list of seven arbitrators provided by the State Mediation and Conciliation Service. If the parties are unable to reach an agreement in the selection of a hearing officer, each shall strike names from the list until a final name is selected as the Arbitrator.

2. The City shall pay the costs of the arbitrator and court reporter fees and transcript, if a court reporter is requested by the parties. The parties shall be responsible for their own attorneys’ fees and costs incurred in presenting their case to the Arbitrator.

3. Any dispute over the validity, effect, or enforceability of the provisions of this Article 3.23.C. shall be for a court of law and not an arbitrator to decide.

4. The Arbitrator’s authority will be limited to interpreting the provisions of the Memorandum of Understanding and the Arbitrator has no authority to add to, subtract from, or modify the Memorandum of Understanding in any way. The Arbitrator shall have the authority to determine questions of arbitrability of contract interpretation disputes. The Arbitrator shall render a written award within 30 days after the matter is submitted for determination, and the award of the arbitrator shall be final and binding on the City, the Association and the employee.

5. At least ten business days before the scheduled arbitration, the parties shall exchange the following information: (i) a list of all witnesses each party intends to call during its case-in-chief; and (ii) copies of all documents each party intends to introduce during its case-in-chief.

D. This Article 3.22 is entered into under the California Arbitration Act and the Meyers-Milias-Brown Act, and shall be interpreted and construed in accordance with the law and procedures developed under those respective statutes.
Article 3.23 – Ad Hoc Lump Sum Payment

No later than the second pay period in April 2019, the City shall issue to each employee in the bargaining unit, a one-time ad-hoc lump sum payment of $750. This one-time ad hoc payment is unconnected to performance and shall not be reflected on any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable to CalPERS. If permissible under IRS regulations, no deductions shall be taken from these payments.

The Association agrees that it shall file a dismissal of PERB UPC LA-CE-1226-M no later than April 30, 2019.
APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

CITY MANAGER

Community Cable Program Specialist
Computer Graphics Designer
Network Assistant
Senior Network Assistant

CLERICAL AND SECRETARIAL

Senior Administrative Specialist
Administrative Specialist
Administrative Technical Specialist (Public Works)
Office Specialist II
Office Specialist I
Records Technician

BUILDING SAFETY

Senior Building Inspector
Building Inspector II
Building Inspector I
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II

ENGINEERING

Civil Engineering Assistant
Engineering Technician
Public Works Inspector

EQUIPMENT AND BUILDING MAINTENANCE CLASSIFICATIONS

Custodian
Equipment Mechanic II
Equipment Mechanic I
Equipment Service Worker
Facilities Systems Mechanic
Fire Equipment Mechanic
PLANNING CLASSIFICATIONS

Assistant Planner
Planning Technician
Office Specialist II

STREET MAINTENANCE CLASSIFICATIONS

Street Maintenance Leadworker
Street Maintenance Worker II
Street Maintenance Worker I

WATER/WASTEWATER CLASSIFICATIONS

Water Maintenance Leadworker
Meter Reader/Repairer
Water Maintenance Worker II
Water Maintenance Worker I
Wastewater Maintenance Leadworker
Wastewater Maintenance Worker II
Wastewater Maintenance Worker I

FINANCE CLASSIFICATIONS

Accounting Technician
Accounts Specialist II
Accounts Specialist I
Revenue Inspector
License/Permit Specialist II
License/Permit Specialist I
Office Specialist II
Office Specialist I

FIRE CLASSIFICATIONS

Fire Prevention Specialist

LIBRARY SERVICES CLASSIFICATIONS

Senior Library Assistant
Library Assistant
Library Clerk II
Library Clerk I

RECREATION AND PARKS CLASSIFICATIONS

Recreation Coordinator
Maintenance Craftworker
Tree Maintenance Worker
Park Maintenance Worker II
Park Maintenance Worker I
Pool Maintenance Technician
Senior Park Maintenance Worker

POLICE CLASSIFICATIONS

Crime Scene Investigator II
Crime Scene Investigator I
Police Cadet (Permanent Part-time)
For the City Employees’ Association:

Nick Petrevski
President

Mike Mc Kinley, Ron Griffin
Vice President

Fernando Diaz, Brenna Callero
Secretary

Kimberlee Carter, Lisa Bruto
Treasurer

William Rapoza, Jaime Amezcuea
Sergeant-of-Arms

For the City:

Doug Willmore, Greg Carpenter
City Manager

Deborah Cullen, Joe Lillio
Director of Finance/Human Resources

Martha A. Dijkstra, David Serrano
Human Resources Manager

Wendell Phillips
ESCEA Union Representative Chief Negotiator

Date
AGENDA DESCRIPTION:
Consideration and possible action regarding a request to allow a new restaurant (JETTA) to serve beer and wine for on-site consumption. JETTA is located at 243 Main Street, within the Downtown Specific Plan area. EA 1236 AUP 18-07. Applicant: SISSNME, LLC. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Receive and file this report without objecting to the issuance of the alcohol permit for the new restaurant at 243 Main Street; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Crime and Arrest Statistics by Reporting Districts (RD) for July to December 2018
2. Police Reporting Districts Map
3. Administrative Use Permit approval letter and conditions, dated February 19, 2019
4. Planning Commission Staff Report, dated February 28, 2019

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

STRATEGIC PLAN: N/A

ORIGINATED BY: Brenna Callero, Assistant Planner
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

On February 19, 2019, the Director of Planning and Building Safety approved an Administrative Use Permit application with conditions of approval, allowing the sale of beer and wine at JETTA, located at 243 Main Street. Planning Commission Received and Filed the Director's decision on February 28, 2019. Pursuant to City Council direction from 1995, this matter is brought to the Council's attention at this time.

Analysis
According to the most recent Crime and Arrest statistics report prepared by the Police Department, the proposed restaurants are located in Reporting District (RD) 108. Based on the July-December 2018 data reported by the Police Department, the district had a total of 55 Part I & II crimes and 17 felony/misdemeanor arrest. This rate is 279% higher than the City’s average. The Police
Department and the Planning and Building Safety Department do not object to the issuance of the alcohol permit for the new restaurant.

The Planning Commission’s decision to receive and file the Director’s decision on February 28, 2019 granted approval for an Administrative Use Permit. The approval will allow JETTA to serve beer and wine during their hours of operation from 11:30 AM to 10:00 PM Monday through Friday, and 12:00 PM to 10:00 PM on weekends, with alcohol service operating at the same hours. The restaurant has roughly 460 square feet of dining area.

The project site is located in the Downtown Specific Plan area. Restaurants are a permitted use by right. On-site and off-site sale of alcohol at a restaurant requires an Administrative Use Permit in accordance with the Municipal Code. As noted above, this permit was approved by the Director of Planning and Building Safety and confirmed by the Planning Commission.

The ABC license review process is separate from the City’s AUP process. ABC is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license. The City reviews compatibility issues.

**Environmental Review**

The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 as a Class 1 categorical exemption (Existing Facilities).

**Conclusion**

Staff recommends that the Council receive and file this report without objecting to the issuance of a new alcohol permit for the site, or alternatively discuss and take another action related to this item.
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</tbody>
</table>

Number of Reporting Districts = 52
Average # of Part I & II Crimes per Reporting District = 14
Average # of Felony/Misdemeanor Part I & II Crime Arrests per Reporting District = 6
Average # of Crimes and Arrests per Reporting District = 10
(Results from 07/01/2018 through 12/31/2018)

High Crime Area per B&P Code Section 23968.4 = >20%
February 19, 2019

Amonrat Jettaporn, Steve Hansen
243 Main Street
El Segundo, CA 90245

RE: Environmental Assessment 1236: Administrative Use Permit 18-07

Address: 243 Main Street, El Segundo, CA 90245

Dear Ms. Jettaporn and Mr. Hansen:

Your request for an Administrative Use Permit allowing the sale and dispensing of beer and wine (Type 41) at the proposed JETTA Restaurant is approved and subject to the conditions of approval in the attached Exhibit A. The associated environmental determination and findings supporting the decision are described in Exhibit B.

Please note that this letter does not constitute the City's final decision in this matter. This determination is scheduled to be "received and filed" by the Planning Commission at the February 28, 2019, meeting. Any Planning Commissioner may request that this permit be discussed and a decision be made by the Commission instead of "received and filed."

Should you have any questions, please contact Brenna Callero, Assistant Planner at (310) 524-2342.

Sincerely,

Sam Lee, Director
Department of Planning and Building Safety
Exhibit A
CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), Amonrat Jettaporn and Steve Hansen of Jetta ("Applicant") agree that they will comply with the following provisions as conditions for the City of El Segundo's approval of Administrative Use Permit No. 18-07 ("Project Conditions"):  

1. The hours of operation to sell alcohol for on-site consumption is limited to between 11:30 am and 10:00 pm Monday through Friday, and 12 pm to 10:00 pm on weekends. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.

2. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval or a determination regarding the need for Planning Commission review of the proposed modification.

3. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

4. The applicant must obtain and maintain all licenses and comply with all regulations of the Alcoholic Beverage Control (ABC) Act (Business & Professions Code Section 23300) and the regulations promulgated by the Board, including the regulations set forth in 4 Cal. Code of Regs. §§55, et seq.

5. All employees tasked to sell alcoholic beverages must provide evidence that they have either:

   a. Obtained an ABC-issued certificate for completion of the Leadership and Education in Alcohol and Drugs (LEAD) program; or,

   b. Completed an accepted equivalent training offered by the ABC district office to ensure proper distribution of beer, wine, and distilled spirits to adults of legal age.

   c. If a prospective employee designated to sell alcoholic beverages does not have LEAD or equivalent training, then the applicant must within 15 days of this decision confirm with the Planning and Building Safety Department that a date is scheduled with the local ABC district office to complete the LEAD course.

   d. Within 30 days of taking LEAD or equivalent course, employees or their employer must deliver each required certificate showing completion to the Police Department.
6. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity immediately adjacent to the property under the establishment's control to ensure the areas are generally free of nuisances.

7. If complaints are received regarding excessive noise, or other nuisances associated with the sale of beer, wine, and distilled spirits the City may, in its discretion, take action to review the Administrative Use Permit and add conditions or revoke the permit.

8. There must be no exterior advertising of any kind or type indicating the availability of specific alcoholic beverage products.

9. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.

10. The building and any outdoor seating must comply with the California Building and Fire Code requirements, as adopted by the ESMC.

11. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney fees), injuries, or liability, arising from the City's approval of Environmental Assessment 1236 or Administrative Use Permit 18-07. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment 1236 or Administrative Use Permit 18-07, the Applicant agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section, "the City" includes the City of El Segundo's elected officials, appointed officials, officers, and employees.

12. Amonrat Jettaporn and Steve Hansen, of JETTA must acknowledge receipt and acceptance of the project conditions by executing the acknowledgement below.

These Conditions are binding upon Amonrat Jettaporn and Steve Hansen, and all successors and assigns to the property at 243 Main Street, El Segundo, CA 90245 until superseded by another approval letter or rescinded.

Steve Hansen, Applicant

Amonrat Jettaporn, Applicant
Exhibit B
Environmental Determination and Required Findings

Environmental Assessment 1236:

After considering the above facts and findings, the Director finds this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 as a Class 1 categorical exemption (Existing Facilities) because the proposed project consists of the permitting of existing private structures and involves a negligible expansion of the use.

Administrative Use Permit 18-07:

The following are the facts in support of each finding for this decision:

Finding 1: There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

1. The project is located within the Main Street Transitional District of the Downtown Specific Plan, where restaurants are permitted by right. It is replacing a former restaurant in a commercial area and is in proper relation to commercial adjacent uses within this area. The project is situated in an environment that includes retail, service uses, and other restaurants nearby.

Finding 2: The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

1. The zone of the property is Downtown Specific Plan (DSP). The Main Street Transitional District of the DSP serves as a gateway to the Downtown Core. The standards for this district allow for flexibility and a mixture of commercial uses serving the residents, local employees, and visitors to the city. The DSP's goals provide consistency and reflect the vision of the General Plan, including facilitating economic development and promoting compatible land uses. The intent of the DSP is met by having several types of uses occupy several storefronts in one building. The proposed restaurant and the addition of alcohol sales as an ancillary use are consistent with this purpose.

Finding 3: The proposed location and use, and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

1. The sale of alcohol will be within an existing restaurant and no new construction is proposed as part of the request for an alcohol license. The proposed closing hours are 10:00 pm every day, so it is unlikely that the consumption of alcohol in a restaurant setting will cause the establishment to become a nuisance.
Finding 4: Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

1. The consumption of beer and wine will not create any new impacts that would not be normally associated with the operation of a restaurant.

Finding 5: The State Department of Alcoholic Beverage Control has issued or will issue a license to sell beer, wine and distilled spirits to the Applicant.

1. The City expects the Applicant will obtain a license from the State of California Department of Alcoholic Beverage Control for on-site sale and consumption of beer, and wine for restaurants (Type 41). In the event the Applicant does not receive such license, the City’s approval will be null (Condition No. 4).
EL SEGUNDO PLANNING COMMISSION

AGENDA STATEMENT

MEETING DATE: February 28, 2019
AGENDA HEADING: Consent

AGENDA DESCRIPTION:

Consideration and possible action regarding approval of Environmental Assessment 1236: Administrative Use Permit 18-07 for On-site alcohol sales for a proposed restaurant at 243 Main Street, El Segundo, California. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

Address: 243 Main Street

Applicant: Amonrat Jettaporn, Steven Hansen

RECOMMENDED PLANNING COMMISSION ACTION: Receive and file

ATTACHED SUPPORTING DOCUMENTS: Approval letter dated February 19, 2019

ORIGINATED BY: Brenna Callero, Assistant Planner
REVIEWED BY: Gregg McClain, Planning Manager
APPROVED BY: Sam Lee, Director of Planning and Building Safety

On February 19, 2019 the Director granted approval of an Administrative Use Permit for a Type 41 license for on-site consumption of beer and wine at 243 Main Street. The approval includes conditions that protect the City and surrounding users from potentially negative impacts associated with alcohol consumption. The conditions, findings of approval, and environmental assessment are provided in the attached approval letter. Staff believes that the project is appropriate for the location and will not operate in a manner that will create detrimental impacts, and so recommends that the Commission receive and file this report.
AGENDA DESCRIPTION:
Consideration and possible action regarding an update since the implementation of the City’s Social Host Ordinance. (Fiscal Impact: None).

RECOMMENDED COUNCIL ACTION:
1. Receive and file;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
N/A

FISCAL IMPACT: N/A
- Amount Budgeted: $0
- Additional Appropriation: N/A
- Account Number(s): N/A

STRATEGIC PLAN:
- Goal: 2. Support Community Safety and Preparedness
- Objective: 1. El Segundo has a proactive approach to risk and crime

ORIGINATED BY: Dan Kim, Lieutenant
REVIEWED BY: Bill Whalen, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
On September 18, 2018, City Council approved Ordinance No. 1567 (also known as the Social Host Ordinance) which prohibited the hosting, permitting or allowing of gatherings at which persons under 21 years of age are consuming alcoholic beverages or using marijuana. The goals of the ordinance were to deter the use of marijuana and the consumption of alcoholic beverages by minors and hold responsible those persons who encourage, are aware of, or should be aware of this illegal conduct by minors but fail to take reasonable steps to prevent it.

Since its adoption, the Police Department has not encountered incidents which met the criteria requiring enforcement of the Social Host Ordinance. As a result, no individual(s) have been cited for or fined for a violation of the ordinance.
RECOMMENDATIONS:

The Police Department recommends the City Council receive and file this report.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: March 19, 2019
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to approve Final Vesting Parcel Map No. 73137 for a four-unit commercial mixed-use condominium subdivision located at 123, 123A, 125, and 127 Nevada Street. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Approve Resolution approving and accepting Final Vesting Parcel Map No. 73137;
2. Authorize the appropriate City Officials to sign and record said Map; and/or
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Vesting Parcel Map No. 73137 and related Resolution
2. Planning Commission Resolution Nos. 2776, 2822, and 2838

FISCAL IMPACT: None.

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

STRATEGIC PLAN:

Goal: Champion economic development and fiscal sustainability.
Objective: Promote economic growth and vitality for business and the community.

PREPARED BY: Maria Baldenegro, Assistant Planner
REVIEWED BY: Gregg McClain, Planning Manager
Sam Lee, Planning and Building Safety Director
Lifan Xu, Public Works City Engineer
APPROVED BY: Greg Carpenter, City Manager

Background and Discussion

On May 28, 2015, the Planning Commission held a public hearing on the proposed subdivision located at 123, 123A, 125, and 127 Nevada Street. Subsequently, the Planning Commission adopted Resolution No. 2776 approving Environmental Assessment No. EA-1097 and Subdivision No. SUB 14-14 for Vesting Tentative Parcel Map No. VTPM 73137.

On June 22, 2017, the Planning Commission adopted Resolution No. 2822 granting a one-year extension of the Map, and on June 14, 2018, the Planning Commission adopted Resolution No. 2838 granting a second one-year extension of the Map.
The Final Vesting Parcel Map conforms to the Vesting Tentative Parcel Map and has been reviewed and approved by the Los Angeles County Department of Public Works. City staff has determined that the Final Vesting Parcel Map No. 73137 is in substantial conformance with the General Plan and applicable zoning and building ordinances.

The Final Vesting Parcel Map is now ready for approval by the City Council. After approval, it will be recorded at the County Recorder’s Office by the Los Angeles County Department of Public Works staff.
RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL VESTING PARCEL MAP NO. 73137 FOR ENVIRONMENTAL ASSESSMENT NO. EA-1097 AND SUBDIVISION NO. SUB 14-14 FOR A 4-UNIT COMMERCIAL MIXED-USE CONDOMINIUM SUBDIVISION LOCATED AT 123, 123A, 125, and 127 NEVADA STREET

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

SECTION 1: The City Council finds and declares that:

A. On November 24, 2014, Smoky Hollow, LLC filed an application for Environmental Assessment No. EA-1097 and Subdivision No. SUB 14-14 for Vesting Tentative Parcel Map No. VTPM 73137 for a four-unit mixed-use commercial condominium development;

B. On May 28, 2015, the Planning Commission adopted Resolution No. 2776 approving Environmental Assessment No. EA-1127 and Subdivision No. SUB 15-09 for Vesting Tentative Parcel Map No. VTPM 73137;

C. On June 22, 2017, the Planning Commission adopted Resolution No. 2822 granting a one-year extension of the Map, and on June 14, 2018, the Planning Commission adopted Resolution No. 2838 granting a second one-year extension of the Map; and

D. The Final Vesting Parcel Map now requires approval by the City Council.

SECTION 2: Final Map Findings. Based upon the entirety of the record including, without limitation, the staff report, the City Council approves Final Vesting Parcel Map No. 73137 for the following reasons:

A. The Final Vesting Parcel Map substantially conforms to Vesting Tentative Parcel Map. 73137 approved by Resolution No. 2776; and

B. The Final Vesting Parcel Map conforms to the El Segundo Municipal Code and Subdivision Map Act (Governmental Code §§ 66410, et seq.).

SECTION 3: Authorization. The Director of Planning and Building Safety is hereby authorized to sign and record said Map and take any further actions needed to effectuate this Resolution.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.
SECTION 5: The City Clerk is directed mail a copy of this Resolution to Smoky Hollow, LLC and to any other person requesting a copy.

SECTION 6: This Resolution is the City Council's final decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 19th day of March, 2019.

Drew Boyles, Mayor

ATTEST:

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, approved and adopted by said City Council at a regular meeting held on the 4th day of December, 2018, approved and signed by the Mayor, and attested to by the City Clerk, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney
PARCEL MAP NO. 73137
IN THE CITY OF EL SEGUNDO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 28, 29, 30, 31 AND 32, TRACT NO. 3012, AS
PER MAP FILED IN BOOK 29, PAGE 39
OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

DEEDOR'S STATEMENT
I HEREBY DECLARE THAT IT IS THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN
THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE EXTENSION BORDERT
LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND
SUBDIVISION.

By: Lyle Mait, Subdivider.

RECORD OWNER IS: SNOKY HOLLOW LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS
CERTIFICATE VERIFIES THAT THE CERTIFICATE OF THE PERSON
WHO SIGNED THE DOCUMENT WAS SIGNED BY THE PERSON WHO
SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND THAT
THE DOCUMENT IS ACCURATE, INSCRIBED, OR VALIDITY OF THAT
DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON March 22, 2016, before me, Elizabeth C. Seter,
A NOTARY PUBLIC PERSONALLY APPEAR Y Lyle Mait,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOM HE/she referred to the terms of the instrument
AND ACKNOWLEDGED TO ME THAT HE/she executed the SAME IN HIS/HER OWN AUTHORIZED CAPACITIES AND THAT HE/she/they
IDENTIFIED ON THE INSTRUMENT, THE PERSON(S) ON THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNED: /s/ Lyle Mait

My Principal Place of Business is in Los Angeles County
My Commission No.: 2220-02
My Commission Expires: 01-26-19

CITY CLERK'S STATEMENT
I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF EL SEGUNDO
BY RESOLUTION NO. 2574, ADOPED AT THE SESSION HELD ON THE
DAY OF , ADOPED THE ANNEXED MAP AND SUBDIVISION.

CITY CLERK OF THE CITY OF EL SEGUNDO

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND RECEIPTS
HAVE BEEN MAILED THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS
66492 AND 66493 OF THE SUBDIVISION MAP ACT.

DEPUTY

I HEREBY CERTIFY THAT EVERY ASSESSMENT COLLECTED AS TAXES ON THE LAND INCLUDED WITHIN THE SUBDIVISION OR ANY PART THEROF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER

I HEREBY CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF EL SEGUNDO BY RESOLUTION NO. 2574, ADOPED AT ITS SESSION HELD ON THE
DAY OF , ADOPED THE ANNEXED MAP AND SUBDIVISION.

PLANNING COMMISSION CERTIFICATE

CITY SECRETARY

COUNTY SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT IT COMPLIES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT.

COUNTY SURVEYOR

COUNTY SURVEYOR

By: /s/ Exhano, Deputy

DEPUTY

DEPUTY
RESOLUTION NO. 2776

A RESOLUTION APPROVING ENVIRONMENTAL ASSESSMENT NO. EA-1097, SUBDIVISION NO. 14-14 FOR VESTING TENTATIVE PARCEL MAP NO. 73137, ADJUSTMENT NO. 14-10, AND SMOKY HOLLOW SITE PLAN REVIEW NO. 14-04 TO ALLOW THE CONSTRUCTION OF A FOUR-UNIT COMMERCIAL MIXED-USE CONDOMINIUM DEVELOPMENT AT 123 NEVADA STREET.

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On November 24, 2014, Matt Crabbs on behalf of Smoky Hollow, LLC, filed an application for Environmental Assessment No. EA-1097, Subdivision No. SUB 14-14 for Vesting Tentative Parcel Map No. (VTPM) 73137, Adjustment No. ADJ 14-10, and Smoky Hollow Site Plan Review No. SHSPR 14-04, to allow the construction of a four-unit commercial mixed-use condominium development at 123 Nevada Street;

B. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

C. In addition, the City reviewed the project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for May 28, 2015;

E. On May 28, 2015, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff, public testimony, and Smoky Hollow, LLC’s representatives; and

F. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its May 28, 2015 hearing including,
without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Factual Findings. The Commission finds that the following facts exist:

A. The subject site is located in the Smoky Hollow Specific Plan and the Medium Manufacturing (MM) Zone;

B. The surrounding land uses consist of light industrial developments to the north, south, east and west;

C. The project site is rectangular in shape with 125 feet of street frontage on Nash Street and a depth of 133 feet, totaling 16,616 square feet in area;

D. The site is currently developed with a one-story light industrial use building approximately 1,712.5 square feet in size with an attached 787 square-foot metal structure;

E. The proposed project consists of a single two-story building containing four (4) commercial mixed-use condominium units each approximately 2,400 square feet in area;

F. The proposed uses for all four (4) units at the site are: 1,470 net square feet of office, 1,242 net square feet of warehouse, and 6,903 net square feet of research and development;

G. The maximum height of the proposed building would be 33'-3" from grade;

H. The proposed Floor Area Ratio (FAR) for this project is 57.8% or 9,615 net square feet of floor area. The maximum permitted FAR for this site is 60% or 9,969.6 net square feet of floor area;

I. Vehicular access for the proposed development is provided from a single two-way 20-foot wide driveway located at the rear of the property from an existing 14-foot wide alley;

J. The minimum required number of parking spaces for the project is twenty (20) parking spaces and twenty-five (25) surface parking spaces are proposed at the rear of the site. Fourteen (14) of the full size parking spaces will be in tandem arrangement (2 rows of 7); and

K. The project must provide a minimum of one (1) small truck loading space. The applicant is requesting to locate the required small truck loading space at the rear of the building within the minimum required 25-foot...
vehicle back-up area of six (6) tandem parking spaces. The truck loading space will temporarily block the vehicle back-up area for 6 tandem parking spaces. An Adjustment is required to allow the small truck loading space to temporarily block the vehicle back-up area of six (6) tandem parking spaces. ESMC § 15-24-1(E) allows Adjustments to the parking and loading standards set forth in ESMC § 15-15-7(A).

SECTION 3: Environmental Assessment. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15305 as a Class 5 categorical exemption (Minor Alterations in Land Use Limitations), § 15315 as a Class 15 categorical exemption (Minor Land Divisions), and § 15332 as a Class 32 categorical exemption (In-fill Development Project).

The project consists of the division of property with an average slope of less than 20%, which does not result in any changes in land use or density. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designation and regulations. The proposed development occurs within city limits on a project site involving four parcels of no more than five acres that is surrounded by urban uses. The project has no value as habitat for endangered, rare or threatened species and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Additionally, the site can be adequately served by all required utilities and public services.

SECTION 4: General Plan and Zoning. The proposed project is consistent with the City's General Plan and the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Smoky Hollow Mixed-Use. The Smoky Hollow Mixed Use classification permits primarily light industrial uses, including light manufacturing, research and development, warehousing and office uses. The project site has a Medium Manufacturing (MM) Zoning designation that allows manufacturing, light industrial, general offices for research, professional and technical services, research and development, warehousing and distribution, restaurants, public facilities and public utilities. The proposed uses at this site are consistent with both the MM Zone and the General Plan Land Use designation.

B. The proposed project is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses primarily without adversely affecting the viability of the Downtown. The proposed project is consistent with General Plan Land Use Objective LU4-3 "Provide for new office and research and development uses." At least 70 percent of the project floor area will be devoted to light industrial uses including research and development, and less than 15 percent of the
area will be devoted to new office uses. The proposed project is consistent with General Plan Land Use Policy LU4-3.6 to “require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments.” Before issuing permits for the project, City staff will review detailed landscape and irrigation plans to ensure compliance with the City’s landscaping, irrigation and maintenance policies and guidelines.

C. The proposed project is consistent with Land Use Element Goal LU5 in that it retains and attracts clean and environmentally safe industrial uses that provide a stable tax base and minimize any negative impact on the City. The proposed project is consistent with Policy LU5-2.2 in that all outdoor storage, including trash will be properly screened by masonry walls and landscaping. The project is consistent with Land Use Element Objective LU5-6, in that it encourages a mix of office and light industrial uses in industrial areas.

D. The proposed project is consistent with Policy C2-2.2 in that it provides facilities for bicyclists to park and store their bicycles and provide shower and clothes changing facilities at or close to the bicyclist’s work destination. The proposed project is consistent with Policy C3-1.8 in that it provides adequate pedestrian and bicycle access; and Policy C3-2.1 in that sufficient on-site parking is provided.

E. The ESMC requires review for conformance with the Smoky Hollow Specific Plan. The Medium Manufacturing (MM) Zone within the Smoky Hollow Specific Plan area, allows condominium developments in conformance with ESMC Chapter 15-6D;

F. The proposed project meets all the site development standards of Chapter 15-6D of the ESMC; and

G. The proposed project complies with the applicable provisions of ESMC Chapter 14-1, since proper notification and a public hearing were provided, proper hearing decision and records will be complied with and the required findings will be considered.

SECTION 5: Smoky Hollow Site Plan Review Findings. After considering the above facts regarding proposed Environmental Assessment No. 1097, and Smoky Hollow Site Plan Review No. 14-04, the Planning Commission finds as follows:

A. The proposed project is compatible with the intent and purpose of the Specific Plan.

The proposed project complies with numerous Goals, Objectives and Policies of the Smoky Hollow Specific Plan (SHSP). The Goals, Objectives and Policies of the SHSP aim to encourage new development and
redevelopment of properties consistent with the City's development standards and the SHSP design guidelines. New developments should encourage multiple, medium-sized structures, promote a compatible mix of uses, improve the physical appearance of properties, improve the level of service on City streets and provide safe and convenient pedestrian and vehicular access and circulation.

The proposed project will rehabilitate and improve an underutilized site involving five (5) existing 25-foot wide lots for the development of a medium sized mixed-use building, which will contribute to the overall improvement of the area. The new building is of a contemporary industrial design similar to other recently constructed buildings in the area and is compatible with the surrounding light industrial and manufacturing uses in the area. The proposed development is replacing two older light industrial use buildings that will be demolished for a new contemporary and more efficiently designed single building, which will comply with the Smoky Hollow Specific Plan Design Guidelines.

Adequate on-site customer parking is provided at the rear of the property from an existing alley with convenient pedestrian access from the Nevada Street sidewalk and from a rear parking lot, which complies with the Smoky Hollow Specific Plan Design Guidelines.

B. **The plan will not have an adverse impact on the public health, safety, interest, convenience or the general welfare.**

The proposed project has incorporated design and safety measures to minimize any adverse impact on the public health, safety, interest, convenience or the general welfare. The design provides vehicular access to the site from the rear of the building and off an existing alley. Pedestrian access to the site is possible from the existing public sidewalk facing Nevada Street and from the rear parking lot. Therefore, pedestrian access to the building from the rear parking lot will be safe and convenient. Additionally, the proposed truck loading space will not interfere with vehicular and pedestrian circulation onsite, as deliveries will be scheduled and staggered to take place during non-business hours when most employees are not at the site.

C. **The site plan is compatible with the intent and purpose of the regulations and design guidelines of the Smoky Hollow Specific Plan.**

The proposed project complies with the development standards for the Medium Manufacturing (MM) Zone and the design guidelines of the Smoky Hollow Specific Plan (SHSP) by incorporating design elements that are consistent with the SHSP Design Guidelines. The broader design goals specified in the Smoky Hollow Specific Plan Design Guidelines are
to create a quality industrial area; to maintain a distinctively smaller scale
development than what exists east of Sepulveda Boulevard; and to
enhance the economic potential of the area by attracting quality
developments.

The proposed project includes three types of metal extruded designs of
siding in different three colors (hemlock green, marine green, and cool
terracotta) as an accent material, which will articulate the façade along
Nevada Street. In addition, a warm tan stucco exterior finish is proposed
on the exterior facade. The combination of materials provides an
aesthetically pleasing and interesting building elevation. The building
design makes extensive use of glass windows, large garage roll-up doors
for each unit facing the street and transoms for light at each door entrance
to the four units. The front elevation of the building also has five-foot
offsets on the ground floor sheltering the primary entry to each unit facing
Nevada Street.

The proposed project is consistent with the Smoky Hollow Specific Plan
Design Guidelines in that: a) the building design includes a variety of
desirable materials and warm colors; b) the site will have sufficient
landscaping in the front yard setback and parking areas, including a
variety of plant species; and c) parking, trash storage and loading will be
at the rear of the building and screened from public street view.

SECTION 6: Subdivision. The Planning Commission cannot make any of the findings
for denial set forth in ESMC §14-1-6 for the following reasons:

1. The proposed map is consistent with applicable general and specific plans as
specified in Government Code § 65455. As set forth in Section 4 and 5 of this
draft Resolution, this project meets the goals and objectives of the General
Plan and the Smoky Hollow Specific Plan.

2. The design of the proposed subdivision is consistent with applicable general
and specific plans. As set forth in Section 4, this project meets the goals and
objectives of the General Plan and is consistent with the Smoky Hollow
Specific Plan.

3. The site is physically suitable for the type of development. The subject site is
16,616 square feet in area. The proposed project, a single 14,495 square-foot
building containing a four-unit commercial mixed-use condominium
development complies with all site development standards with the granting
of an Adjustment and is therefore physically suitable for the site. As set forth
in Section 4, this project meets the goals and objectives of the General Plan.

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4. The site is physically suitable for the proposed density of development. The proposed project involves the construction of a four-unit condominium development on a 16,816 square-foot property in the Medium Manufacturing (MM) Zone. The maximum permitted floor area ratio (FAR) for the site is .6 or 9,969.6 net square feet of floor area and the proposed FAR is 57.8%, or 9,615 net square feet of floor area. Therefore, the site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements are unlikely to cause substantial damage or substantially and avoidably injure fish or wildlife or their habitat. The proposed project site is located in an urbanized area on a previously developed lot. Therefore, the proposed four-unit condominium development is not likely to result in any substantial environmental damage or cause injury to fish or wildlife or their habitat.

6. The design of the subdivision and the type of improvements are unlikely to cause serious public health problems. There is no evidence demonstrating that the proposed four-unit condominium development is likely to cause any serious public health problem. In addition, before the city issues grading or construction permits, staff will review detailed plans to ensure compliance with applicable safety regulations. Thus, the proposed development is unlikely to cause any serious public health problem.

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The subdivision of the new four-unit condominium will not conflict with any known easements located on, or near the property.

SECTION 7: Adjustment Findings. After considering the above facts, the Commission finds as follows:

a. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located.

The adjustment involves a minor deviation to the minimum required 25-foot vehicle back-up area for six (6) tandem parking spaces. The depth and size of the lot make the applicant’s request reasonable. Approving the adjustment will not be detrimental to neighboring properties or the zoning district in which the property is located.

The proposed small truck loading space would temporarily block the vehicle back-up area for six (6) tandem parking spaces and only four (4) businesses will be sharing this truck loading space. Therefore, the
proposed Adjustment is consistent with the Smoky Hollow Specific Plan Goals, Objectives and Policies which allow for "less restrictive site development regulation requirements in the small business area." (ESMC § 15-11-2(C)(7)(1)). The proposed Adjustment is also consistent with the Smoky Hollow Specific Plan which aims to provide "maximum flexibility in parking design in order to achieve more efficient site design." (ESMC § 15-11-3(E)(1)(b)(3)).

B. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property.

Four new commercial mixed-use condominium units are proposed. The proposed development for the site requires 20 parking spaces and 25 parking spaces will be provided. The project meets the minimum required number of parking spaces required and provides one on-site truck loading space consistent with ESMC requirements. The proposed adjustment is necessary to provide a sufficient number of parking spaces with on-site truck loading and to allow the applicant to develop the site for a permitted use. ESMC §15-15-7(D)(1)(a) allows the Director of Planning and Building Safety approve adjustments to the Types and Dimensions of Loading Spaces as provided in Chapter 24. The depth and size of the lot make the applicant's request reasonable, because failing to grant the adjustment would result in the applicant being unable to reasonably use the site and impede the functionality of the proposed building.

C. That the proposed adjustment is consistent with the legislative intent of ESMC Title 15.

The proposed Adjustment is consistent with the intent of ESMC Title 15, because the Adjustment serves the City's general welfare and promotes economic advantages resulting from an orderly planned use of land resources. The proposed Adjustment will allow the construction of a new 9,509 net square-foot building containing office, warehouse, and research and development uses. The aesthetic appearance of the new building would be beneficial for the immediate neighborhood and the proposed mixed of uses will improve the tax base for the City.

The proposed adjustment is consistent with the Smoky Hollow Specific Plan Goals, Objectives and Policies. Specifically, the proposed adjustment is consistent with Smoky Hollow Specific Plan Site Development Standard Policy ESMC § 15-11-2(C)(7)(1) which encourages "less restrictive site development regulation requirements in the medium manufacturing." The proposed adjustment is also consistent with the Smoky Hollow Specific Plan Parking Requirements specified in ESMC §15-11-3(E)(1)(b)(3) which
aims to provide "maximum flexibility in parking design in order to achieve more efficient site design."

In addition, the proposed adjustment is consistent with the intent of ESMC Title 15, in that they will serve the general welfare of the City. The proposed adjustments will allow the completion of construction of four office/industrial buildings, which will be beneficial for the aesthetic appearance of the immediate neighborhood and improve the tax base for the City. The proposed adjustment complies with the applicable provisions of ESMC Chapter 15-24 in that proper notice was provided and a hearing was scheduled for May 28, 2015.

SECTION 8: Approval. Subject to the conditions listed on the attached Exhibit "A," which are incorporated into this Resolution by reference, the Planning Commission approves Environmental Assessment No. 1097, Subdivision No. 14-14 (VTPM 73137), Adjustment No. ADJ 14-10, and Smoky Hollow Site Plan Review No. 14-04.

SECTION 9: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 10: The Commission Secretary is directed to mail a copy of this Resolution to Smoky Hollow, LLC and to any other person requesting a copy.

SECTION 11: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 12: Except as provided in Section 11, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 28th day of May 2015.
David Wagner, Chairperson
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary

Wagner        Aye
Baldino       Aye
Newman        Aye
Nicol         Aye
Nisley        Aye

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

By:

David King, Assistant City Attorney
PLANNING COMMISSION RESOLUTION NO. 2776

Exhibit A

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), Smoky Hollow, LLC agrees to comply with the following provisions as conditions for the City of El Segundo's approval of Environmental Assessment No. 1097, Subdivision No. 14-14 for Vesting Tentative Parcel Map No. 73137 and Smoky Hollow Site Plan Review 14-04 (Project Conditions):

Planning Conditions

1. Before the City issues a building permit, the applicant must submit plans which show that the project substantially complies with plans and conditions approved and on file with the Planning and Building Safety Department. Any subsequent modification to the approved building plans must be referred to the Planning and Building Safety Director to determine whether Planning Commission approval is required for the proposed modification.

2. Not more than four units can be developed on the existing 16,616 square-foot parcel.

3. The adjustment becomes effective after seven (7) days from the granting thereof has elapsed or, if an appeal is filed or a review called, until final determination has been made on the appeal or review.

4. The adjustment becomes null and void if the privileges granted thereunder has not been utilized within one hundred eighty (180) days from the effective date thereof.

5. The Smoky Hollow Site Plan Review (SHSPR) becomes null and void if the privileges granted thereunder has not been utilized within one (1) year from the effective date thereof.

6. The vesting tentative map expires 24 months after approval or conditional approval but may be extended for a period not to exceed 12 months, pursuant to Government Code § 66452.6 and ESMC § 14-2-3. The development rights expire when the vesting tentative map expires unless a final map is approved before the expiration date. Once the final map is approved, the development rights remain valid for one year pursuant to ESMC § 14-2-3B and may be extended for one year pursuant to ESMC § 14-2-3D.

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7. The applicant must provide a trash enclosure area with dense landscaping to screen it from public view. The trash enclosure must be sufficiently large enough to store trash containers required for the regular collection of solid waste and recyclable materials in multiple bins. The cleaning and maintenance of the trash enclosure must be described within the Conditions, Covenants and Restrictions ("CC&R's").

8. Before the City approves the Final Map, the applicant must submit its Conditions, Covenants and Restrictions ("CC&R’s") to the City Attorney for review. The CC&Rs must incorporate the conditions of approval and regulate the management and maintenance of the property. The applicant agrees to compensate the City for the costs of such review. The applicant must pay for all fees incurred by the City as a result of the City Attorney’s review of the CC&Rs before the City issues a certificate of occupancy. The CC&Rs must be approved as to form by the City Attorney before the documents are recorded with the Los Angeles County Recorder’s Office. Proof of recordation of the CC&R’s must be provided by the applicant to the Planning and Building Safety Director before the City approves the Final Map.

9. The CC&R’s must regulate the following items to the City’s satisfaction:
   a. Leaks or spills on project driveways must be cleaned on a regular basis from all pavement and landscaped areas;
   b. The surface parking for the units and driveways must be swept clean of debris on a regular basis;
   c. Oils and other pollutants must be cleaned from surface parking areas on a regular basis either by utilizing biodegradable solvents or by spreading sand and vacuuming the residual matter;
   d. Any hazardous waste generated by the project must be removed and disposed of in accordance with Los Angeles County requirements.
   e. No storage is permitted within the required parking spaces or on any of the open deck areas consistent with the El Segundo Municipal Code.

Building Department Conditions

10. Before the City issues a final Certificate of Occupancy, the plans must show conformance with the 2013 California Building, Mechanical, Electrical, Fire, Plumbing, and Energy Codes, as adopted by ESMC.
11. The project must comply with ESMC Chapter 11B for accessibility requirements and all units must be accessible and adaptable.

12. The common path of egress travel must comply with Section 1014.3 of the (2013) California Building Code as adopted by the ESMC.

13. Warehouse uses must comply with “S” occupancy requirements.

Fire Department Conditions

14. The applicant must comply with the applicable requirements of the 2013 California Building and Fire Codes and the 2012 International Fire Code as adopted by the City of El Segundo and El Segundo Fire Department.

15. The applicant must submit from plan review, and have approved by the Fire Department prior issuance of the building permit, a Fire/Life Safety Plan, identifying fire safety precautions during demolition and construction, emergency site access during construction, permanent fire department access, fire hydrant locations, and any existing or proposed fire sprinkler and fire alarm systems.

Public Works Department Conditions

16. The Final Map must be recorded and filed with both the City Engineer and the Los Angeles County Recorder’s Office.

17. The applicant must ensure that encroachment permits required by the City are secured from the Public Works Department before commencing any and all work in the public right-of-way, including lane closure.

18. All unused driveways must be closed off with full-height curb, gutter and sidewalk per Standard Plans for Public Works Construction (“SPPWC”) standards.

19. The applicant must provide a minimum 4-foot wide sidewalk behind any sign posts and power poles.

20. The minimum performance grade for the asphalt intended for parking vehicles must be a (PG-64-10) tack coat and hot mix for all slot paving required next to new concrete installations. Slot paving must be 3 feet wide and 1-foot deep, consisting of 6 inches of asphalt over 6 inches of base.

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21. The applicant must resurface half of Nevada Street fronting the property (coldmill 2" Asphalt Concrete (AC)) pavement surface and overlay with 2" hot mix AC PG-64-10.

22. The applicant must resurface the full width of the alley behind the property (coldmill 2" Asphalt Concrete (AC)) pavement surface and overlay with 2" hot mix AC PG-64-10.

23. Any existing water meters, potable water service connections, fire backflow devices and potable water backflow devices must be upgraded to current City Water Division standards. These devices must be placed or relocated onto private property.

24. The applicant must submit plans for water system upgrades to the City of El Segundo Public Works Department for review and approval, including traffic control plans for work in the public right-of-way.

25. Any unused water or sanitary sewer laterals must be abandoned and properly capped at the City main. The contractor is to obtain necessary permits and licenses, and provide traffic control plans and shoring plans.

26. A grading and drainage plan must be provided and stamped by a registered civil engineer.

27. A utility plan must be provided that shows all existing and proposed utility lines and their sizes (sewer, water, gas, storm drain, electrical, etc.), including easement around the project site.

28. All construction related parking must be accommodated on-site. No construction related parking is permitted off-site.

29. The project must comply with the National Pollutant Discharge Elimination System ("NPDES") requirements and Stormwater Best Management Practices ("BMPs") for sediment control, construction material control, and erosion control.

30. All record drawings (As-built drawings) and supporting documentation must be submitted to the City’s Public Works Engineering Division prior to scheduling the project’s final inspection.

31. Before the City issues a final Certificate of Occupancy, the applicant must pay for the sanitary sewer connection fee to the City of El Segundo Public Works Department. The required sewer fees will be determined based upon the information provided on the utility plan.
Police Department Conditions

32. Street addressing must be provided on all front door entries and rear door entries. The addressing must be visible from the street or driving surface, of contrasting color and background, including illuminated during the hours of darkness. The front door addressing must be a minimum of 6 inches in height and the rear entry door addressing must be a minimum of 4 inches in height. All addressing locations and sizes must be depicted on the building elevation sheets and must indicate if the addressing is directly or backlit.

33. Landscaping must be low profile around perimeter fencing, windows, doors, decks and entryways taking special care not to limit visibility or provide climbing access. Floral or grass ground cover is recommended. Bushes must be trimmed to 2 to 3 feet away from buildings. Dense bushes must not be clumped together. Trees must be trimmed up to 7 feet.

34. Trees/bushes/shrubs must not be planted next to or near any light fixture or light standard. When grown to maturity these items block the light and reduce lighting on the ground surface.

35. Before the City issues a building permit, the applicant must provide specifications for the proposed security hardware to all locking mechanisms for single or double swing doors, door hinges, and panic hardware to the Police Department. Additionally, the door schedule on the plans must identify which doors are hollow metal, hollow or solid wood, and/or aluminum sliding glass doors.

36. Before the City issues a building permit, a photometric study must be provided. The photometric study must be point-by-point calculations of the required light levels and must not include street lighting in the calculations. The photometric study must include all of the following:

   a. Front entry doors, addressing, driveway, open parking lot, dock doors and trash dumpsters must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.

   b. Aisles, passageways and recesses related to and within all sides of the building complex must be illuminated with a maintained minimum of .25 foot-candies on the ground surface during hours of darkness.

   c. Lighting devices must be enclosed and protected by weather and vandal resistant covers.
37. Perimeter walls must be a minimum of 6 feet in height street side. Walls must limit climbing access. Any horizontal members must be on the inside of the perimeter. Where wrought or steel tubular fencing is used, the horizontal rails must run along the top and bottom portion of the fence.

38. Sectional/roll-up door(s) must have an interior locking device located on each side of the door (padlocks or cane bolts can be used).

39. A permanently-affixed ladder leading to the roof must be located within the interior of the building.

40. The applicant must provide the location(s) of the mailbox(es). Mailboxes must be placed in a secure, central location to provide natural surveillance. All mailboxes and mail receptacles must be lockable.

41. Bicycle racks must be located in a central location that is well lit.

Miscellaneous Conditions

42. Smoky Hollow, LLC agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 1097, Subdivision No. 14-14 (VTPM 73137), Adjustment No. ADJ 14-10, and Smoky Hollow Site Plan Review No. 14-04. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment No. 1097, Subdivision No. 14-14 (VTPM 73137), Adjustment No. ADJ 14-10, and Smoky Hollow Site Plan Review No. 14-04 Smoky Hollow, LLC agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

By signing this document, Smoky Hollow, LLC’s representative, certifies that he has read, understood, and agrees to the Project Conditions listed in this document.

[Signature]
Matt Crabbs, Manager
Smoky Hollow, LLC
{If Corporation or similar entity, needs two officer signatures or evidence that one signature binds the company}
RESOLUTION NO. 2822

A RESOLUTION APPROVING A ONE-YEAR EXTENSION TO VESTING TENTATIVE PARCEL MAP NO. VTPM 73137 TO ALLOW THE CONSTRUCTION OF A FOUR-UNIT COMMERCIAL MIXED-USE CONDOMINIUM DEVELOPMENT AT 123-139 NEVADA STREET (PREVIOUSLY APPROVED AS EA-1097 AND SUBDIVISION NO. SUB 14-14).  

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On May 28, 2015 the Planning Commission approved Vesting Tentative Parcel Map No. VTPM 73137 to allow the construction of a four-unit commercial mixed-use condominium development at 123-139 Nevada Street;

B. Per the Subdivision Map Act, the vesting tentative map for the Project was due to expire on May 28, 2017;

C. On May 8, 2017, Maria Islas on behalf of Srour & Associates, LLC, filed an application for an extension for a one-year extension of Vesting Tentative Map No. VTPM 73137;

D. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

E. In addition, the City reviewed the project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

F. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for June 22, 2017; and

G. On June 22, 2017, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City staff, public testimony, the applicant.

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SECTION 2: Factual Findings. The Commission finds that the following facts exist:

A. The subject site is located in the Smoky Hollow Specific Plan and the Medium Manufacturing (MM) Zone;

B. The surrounding land uses consist of light industrial developments to the north, south, east and west;

C. The project site is rectangular in shape with 125 feet of street frontage on Nash Street and a depth of 133 feet, totaling 16,616 square feet;

D. The site is currently developed with a 1,712.5 square-foot one-story light-industrial use building;

E. The proposed project consists of a single two-story building containing 4 commercial mixed-use condominium units each approximately 2,400 square feet;

F. The proposed uses for all 4 units at the site are: 1,470 net square feet of office, 1,242 net square feet of warehouse, and 6,903 net square feet of research and development;

G. The maximum height of the proposed building would be 33'-3" from grade;

H. The proposed Floor Area Ratio for this project is 0.578 (9,615 net square feet). The maximum permitted FAR for this site is 0.6 (9,969.6 net square feet);

I. Vehicular access for the proposed development is provided from a single two-way 20-foot wide driveway located at the rear of the property from an existing 14-foot wide alley;

J. The minimum required number of parking spaces for the project is 20 parking spaces. 25 surface parking spaces are proposed at the rear of the site. 14 of the full-size parking spaces will be in tandem arrangement (2 rows of 7); and

K. The project must provide a minimum of 1 small truck loading space. The applicant has been granted an Adjustment to locate the required small truck loading space at the rear of the building within the minimum required 25-foot vehicle back-up area of 6 tandem parking spaces. The truck loading space will temporarily block the vehicle back-up area for 6 tandem parking spaces.

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SECTION 3: Environmental Assessment. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15305 as a Class 5 categorical exemption (Minor Alterations in Land Use Limitations), § 15315 as a Class 15 categorical exemption (Minor Land Divisions), and § 15332 as a Class 32 categorical exemption (In-fill Development Project).

The project consists of the merging of properties with an average slope of less than 20%. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres that is surrounded by urban uses. The project has no value as habitat for endangered, rare or threatened species and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Additionally, the site can be adequately served by all required utilities and public services.

SECTION 4: General Plan and Zoning. The proposed project is consistent with the City’s General Plan and the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Smoky Hollow Mixed-Use. The Smoky Hollow Mixed Use classification permits primarily light industrial uses, including light manufacturing, research and development, warehousing and office uses. The project site has a Medium Manufacturing (MM) Zoning designation that allows manufacturing, light industrial, general offices for research, professional and technical services, research and development, warehousing and distribution, restaurants, public facilities and public utilities. The proposed uses at this site are consistent with both the MM Zone and the General Plan Land Use designation.

B. The proposed project is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses primarily without adversely affecting the viability of the Downtown. The proposed project is consistent with General Plan Land Use Objective LU4-3 “Provide for new office and research and development uses.” At least 70 percent of the project floor area will be devoted to light industrial uses including research and development, and less than 15 percent of the area will be devoted to new office uses. The proposed project is consistent with General Plan Land Use Policy LU4-3.6 to “require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments.” Before issuing permits for the project, City staff will review detailed landscape and irrigation plans to ensure compliance with the City’s landscaping, irrigation and maintenance policies and guidelines.
C. The proposed project is consistent with Land Use Element Goal LU5 in that it retains and attracts clean and environmentally safe industrial uses that provide a stable tax base and minimize any negative impact on the City. The proposed project is consistent with Policy LU5-2.2 in that all outdoor storage, including trash will be properly screened by masonry walls and landscaping. The project is consistent with Land Use Element Objective LU5-6, in that it encourages a mix of office and light industrial uses in industrial areas.

D. The proposed project is consistent with Policy C2-2.2 in that it provides facilities for bicyclists to park and store their bicycles and provide shower and changing facilities at or close to the bicyclist’s work destination. The proposed project is consistent with Policy C3-1.8 in that it provides adequate pedestrian and bicycle access; and Policy C3-2.1 in that sufficient on-site parking is provided.

E. The ESMC requires review for conformance with the Smoky Hollow Specific Plan. The Medium Manufacturing (MM) Zone within the Smoky Hollow Specific Plan area, allows condominium developments in conformance with ESMC Chapter 15-6D;

F. The proposed project meets all the site development standards of Chapter 15-6D of the ESMC; and

G. The proposed project complies with the applicable provisions of ESMC Chapter 14-1, since proper notification and a public hearing were provided, proper hearing decision and records will be complied with and the required findings will be considered.

SECTION 5: Findings and Approval. The Planning Commission finds that none of the conditions stated in ESMC Section 14-2-5 which would warrant denial of the extension apply to the present application. Therefore, the Planning Commission approves the first extension to Vesting Tentative Parcel Map No. 73137 so that it will expire on May 28, 2018, subject to the conditions of approval set by the Planning Commission on May 28, 2015.

SECTION 6: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 7: The Commission Secretary is directed to mail a copy of this Resolution to the applicant and to any other person requesting a copy.

SECTION 8: This Resolution may be appealed within 10 calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time.
period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 9: Except as provided in Section 8, this Resolution is the Planning Commission’s final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of June 2017.

Ryan Baldino, Chairman
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary to the Planning Commission

Baldino - Aye
Newman - Aye
Nicol - Aye
Nisley - Absent
Wingate - Aye

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

By:
David King, Assistant City Attorney
RESOLUTION NO. 2838

A RESOLUTION APPROVING A SECOND ONE-YEAR EXTENSION TO VESTING TENTATIVE PARCEL MAP NO. VTPM 73137 TO ALLOW THE CONSTRUCTION OF A FOUR-UNIT COMMERCIAL MIXED-USE CONDOMINIUM AT 123-139 NEVADA STREET (PREVIOUSLY APPROVED AS EA-1097 AND SUBDIVISION NO. SUB 14-14).

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On May 28, 2015 the Planning Commission approved Vesting Tentative Parcel Map No. VTPM 73137 to allow the construction of a four-unit commercial mixed-use condominium development at 123-139 Nevada Street;

B. Per the Subdivision Map Act, the vesting tentative map for the project was due to expire on May 26, 2017;

C. On May 8, 2017, Maria Isals on behalf of Srour & Associates, LLC, filed an application for a one-year extension of Vesting Tentative Map No. VTPM 73137. The one-year extension was granted by the Planning Commission through the adoption of Resolution 2822 on June 22, 2017.

D. On May 14, 2018, Maria Isals on behalf of Srour & Associates, LLC, filed an application for a second one-year extension for of Vesting Tentative Map No. VTPM 73137;

E. The application was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

F. In addition, the City reviewed the project’s environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

G. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for June 14, 2018; and
H. On June 14, 2018, the Commission granted a second one-year extension to Vesting Tentative Map No. VTPM 73137, which will expire on May 28, 2019.

SECTION 2: Factual Findings. The Commission finds that the following facts exist:

A. The subject site is located in the Smoky Hollow Specific Plan and the Medium Manufacturing (MM) Zone;

B. The surrounding land uses consist of light industrial developments to the north, south, east and west;

C. The project site is rectangular with 125 feet of frontage on Nash Street and 133 feet deep, totaling 16,616 square feet;

D. The project consists of a single two-story building containing 4 commercial mixed-use condominium units each approximately 2,400 square feet;

E. The proposed uses for all 4 units at the site are: 1,470 net square feet of office, 1,242 net square feet of warehouse, and 6,903 net square feet of research and development;

F. The maximum height of the proposed building would be 33'-3" from grade;

G. The Floor Area Ratio for this project is 0.578 (9,615 net square feet). The maximum permitted FAR for this site is 0.6 (9,969.6 net square feet);

H. Vehicular access for the proposed development is provided from a single two-way 20-foot wide driveway located at the rear of the property from an existing 14-foot wide alley;

I. The minimum required number of parking spaces for the project is 20 parking spaces. 25 surface parking are being provided at the rear of the site. Fourteen of the full-size parking spaces will be in tandem arrangement (2 rows of 7); and

J. The project must provide a minimum of 1 small truck loading space. The applicant has been granted an Adjustment to locate the required small truck loading space at the rear of the building within the minimum required 25-foot vehicle back-up area of 6 tandem parking spaces. The truck loading space will temporarily block the vehicle back-up area for 6 tandem parking spaces.

SECTION 3: Environmental Assessment. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14
California Code of Regulations § 15305 as a Class 5 categorical exemption (Minor Alterations in Land Use Limitations), § 15315 as a Class 15 categorical exemption (Minor Land Divisions), and § 15332 as a Class 32 categorical exemption (In-fill Development Project).

The project consists of the merging of properties with an average slope of less than 20%. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designation and regulations. The proposed development occurs within city limits on a project site of no more than five acres that is surrounded by urban uses. The project has no value as habitat for endangered, rare or threatened species and approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality. Additionally, the site can be adequately served by all required utilities and public services.

SECTION 4: General Plan and Zoning. The proposed project is consistent with the City's General Plan and the zoning regulations in the ESMC as follows:

A. The General Plan Land Use Designation of the project site is Smoky Hollow Mixed-Use. The Smoky Hollow Mixed Use classification permits primarily light industrial uses, including light manufacturing, research and development, warehousing and office uses. The project site has a Medium Manufacturing (MM) Zoning designation that allows manufacturing, light industrial, general offices for research, professional and technical services, research and development, warehousing and distribution, restaurants, public facilities and public utilities. The proposed uses at this site are consistent with both the MM Zone and the General Plan Land Use designation.

B. The proposed project is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses primarily without adversely affecting the viability of the Downtown. The proposed project is consistent with General Plan Land Use Objective LU4-3 "Provide for new office and research and development uses." At least 70 percent of the project floor area will be devoted to light industrial uses including research and development, and less than 15 percent of the area will be devoted to new office uses. The proposed project is consistent with General Plan Land Use Policy LU4-3.6 to "require landscaping, its maintenance, and permanent upkeep in all new office and mixed-use developments." Before issuing permits for the project, City staff will review detailed landscape and irrigation plans to ensure compliance with the City's landscaping, irrigation and maintenance policies and guidelines.
C. The proposed project is consistent with Land Use Element Goal LU5 in that it retains and attracts clean and environmentally safe industrial uses that provide a stable tax base and minimize any negative impact on the City. The proposed project is consistent with Policy LU5-2.2 in that all outdoor storage, including trash will be properly screened by masonry walls and landscaping. The project is consistent with Land Use Element Objective LU5-6, in that it encourages a mix of office and light industrial uses in industrial areas.

D. The proposed project is consistent with Policy C2-2.2 in that it provides facilities for bicyclists to park and store their bicycles and provide shower and changing facilities at or close to the bicyclist's work destination. The proposed project is consistent with Policy C3-1.8 in that it provides adequate pedestrian and bicycle access; and Policy C3-2.1 in that sufficient on-site parking is provided.

E. The ESMC requires review for conformance with the Smoky Hollow Specific Plan. The Medium Manufacturing (MM) Zone within the Smoky Hollow Specific Plan area, allows condominium developments in conformance with ESMC Chapter 15-6D;

F. The proposed project meets all the site development standards of Chapter 15-6D of the ESMC; and

G. The proposed project complies with the applicable provisions of ESMC Chapter 14-1.

SECTION 5: Findings and Approval. The Planning Commission finds that none of the conditions stated in ESMC Section 14-2-5 which would warrant denial of the extension apply to the present application. Therefore, the Planning Commission approves the second extension to Vesting Tentative Parcel Map No. 73137 so that it will expire on May 28, 2019, subject to the conditions of approval set by the Planning Commission on May 28, 2015.

SECTION 6: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 7: The Commission Secretary is directed to mail a copy of this Resolution to the applicant and to any other person requesting a copy.

SECTION 8: This Resolution may be appealed within 10 calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.
SECTION 9: Except as provided in Section 8, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

PASSED AND ADOPTED this 14\textsuperscript{th} day of June 2018.

Ryan Baldino, Chairman
City of El Segundo Planning Commission

ATTEST:

Sam Lee, Secretary to the Planning Commission

Baldino - Aye
Newman - Aye
Wingate - Aye
Hoeschler - Aye

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

By:
David King, Assistant City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the Tuesday, April 2, 2019 City Council Meeting.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve cancellation of the April 2, 2019 City Council Meeting;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: No

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STRATEGIC PLAN:

Goal: 1(a) El Segundo provides unparalleled service to internal and external customers.

Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses and visitors.

ORIGINATED BY: Tracy Weaver, City Clerk
REVIEWED BY: Tracy Weaver, City Clerk
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

April 1 – 5, 2019 is the El Segundo Unified School District’s Spring Break. Therefore, with 4 out of 5 Council Members having children in the school district and the possibility of conflicts in schedules. It is recommended that Council approve the cancellation of the April 2, 2019 regularly scheduled meeting.
AGENDA DESCRIPTION:

Consideration and possible action to introduce an ordinance amending section 1-4-4A of the El Segundo Municipal Code ("ESMC") to change the Regular City Council Meetings held on the first and third Tuesday of every calendar month beginning time from five o'clock (5:00) p.m. to four o'clock (4:00) p.m. for closed session matters and interviews or appointments for committees, commissions and boards in the West Conference Room and change the beginning time of the seven o'clock (7:00) p.m. to six o'clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Introduce and waive first reading of the Ordinance.
2. Schedule second reading and adoption of the ordinance on April 16th, 2019.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Ordinance

FISCAL IMPACT: N/A

STRATEGIC PLAN:

Goal: 1 Enhance Customer Service and Engagement

Objective: El Segundo’s engagement with the community ensures excellence

ORIGINATED BY: City Council

WRITTEN BY: Mona Shilling, Deputy City Clerk

APPROVED BY: Greg Carpenter, City Manager and Tracy Weaver, City Clerk

BACKGROUND AND DISCUSSION:

At the last Council meeting, March 5, 2019 Council brought forward a discussion to look at ways to be more efficient with the community’s, Council’s and staff’s time related to conducting Council meetings. Council discussed and voted to move forward with changing the beginning time for the regularly scheduled City Council Meetings as one item toward achieving that goal and directed staff to bring back an Ordinance for Council consideration.

State law requires the City Council to provide the time and place for holding regular meetings by ordinance, resolution or bylaws. (Gov. Code § 54954(a).) Because the City Council’s regular meeting times are established in the Municipal Code, Staff has prepared a draft ordinance
amending the Code to schedule the Regular City Council Meetings held on the first and third Tuesday of every calendar month begin at four o’clock (4:00) p.m. for closed session matters and interviews or appointments for committees, commissions and boards in the West Conference Room and at six o’clock (6:00) p.m. in the Council Chamber for all other matters addressed in open session.

Importantly, the proposed ordinance only establishes the City Council’s regular meeting times. Under state law and the City’s Municipal Code, the Mayor or a majority of the City Council can call for a special meeting to be held on any day or time. (Gov. Code § 54956; ESMC § 1-4-4(C).)

If the ordinance is introduced and adopted at second reading, the ordinance will take effect 30 days from adoption of the ordinance. Once the ordinance becomes effective, the City Clerk’s office will then revise City Council agendas to reflect the new meeting times.

**Recommendation:**

Staff recommends the City Council introduce the attached draft ordinance to amend the beginning time of the regularly scheduled Council meetings.
ORDINANCE NO. XXXX

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL
CODE SECTION 1-4-4A RELATING TO CITY COUNCIL
MEETINGS.

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

SECTION 1: Subsection A of El Segundo Municipal Code § 1-4-4 is amended
to read as follows:

"1-4-4: MEETINGS:

A. Regular Meetings: Regular city council meetings are scheduled for the
first and third Tuesdays of every calendar month. Regular city council
meetings begin at four o’clock (4:00) p.m. in the West Conference Room
for closed session matters and interviews or appointments for
committees, commissions and boards, and at six o’clock (6:00) p.m. in the
council chambers for all other matters to be addressed in open session."

SECTION 2: 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 3: 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 4: This Ordinance will become effective thirty (30) days following its
passage and adoption.

PASSED AND ADOPTED this ____ day of April, 2019.

______________________________
Drew Boyles, Mayor

ATTEST:

______________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney
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 Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of __________ 2019, and 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 ___ day of __________, 2019, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________
Tracy Weaver, City Clerk