

RESOLUTION NO. 23-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN
FOR UNREPRESENTED REGULAR EMPLOYEE ASSISTANT CITY
MANAGER**

WHEREAS, the Assistant City Manager also serves as the Director of Administrative Services (“Assistant City Manager”), and the current Assistant City Manager has demonstrated skill, commitment, and expertise far beyond the duties, obligations, and requirements demanded of them in their dual roles; and

WHEREAS, the City Council of the City of Duarte desires to recognize such dedication and professionalism via increased compensation; and

WHEREAS, the City of Duarte previously adopted Resolution No. 22-24 establishing a salary schedule and compensation plan for unrepresented full-time and three-quarter time regular employees, including the Assistant City Manager.

NOW THEREFORE, the City Council of the City of Duarte, County of Los Angeles, State of California, does hereby resolve as follows:

SECTION 1. DEFINITIONS

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

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

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

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$14,084	\$14,586	\$15,088	\$15,586	\$16,083	\$16,584	\$17,083
	Hr	\$81.25	\$84.15	\$87.04	\$89.92	\$92.79	\$95.68	\$98.56

SECTION 2. BILINGUAL PAY

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

SECTION 3. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT

For employees required or allowed by their department head to use private automobiles for City business, mileage will be reimbursed at the IRS-approved mileage rate. Department Heads will be given an auto allowance of \$400 per month.

SECTION 4. VACATION LEAVE

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

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

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

B. Employees of the City will not be permitted, until after six months of continuous employment, to take paid vacation, unless otherwise approved in writing by the appropriate department head and the City Manager. The scheduling of vacation time is subject to the prior approval of the employee’s direct supervisor and department head; however, no employee will be permitted to take a vacation in excess of accrued vacation time unless specifically authorized in writing by the City Manager.

C. Employees with five (5) or more years of continuous service with the City will be allowed to sell accrued vacation leave back to the City at 100% of its full value. Employees will be given the opportunity to sell accrued vacation leave back to the City annually, on or before July 31st of each fiscal year. The maximum amount of the annual buyback is as follows:

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

SECTION 5. SICK LEAVE

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

In cases where lost work time due to illness or injury exceeds four days, or when the employee has been frequently absent (more than four cumulative days in a calendar year), the City Manager or designee may require a written physician’s confirmation of the nature of the illness

or injury. Employees are not responsible for finding other employees to cover shifts due to their use of paid sick leave. Should work time lost due to illness or injury exceed the employee's accrued sick leave balance, then any available vacation, floating holidays, or compensated time off will be used as compensation.

- C. Pursuant to the terms of the City's contract, as amended, with the California Public Employees' Retirement System (CalPERS), upon voluntary retirement the employee may convert one hundred percent of their accrued sick leave balance, less any amount used under the provisions to retirement service credit.
- D. When utilizing sick leave, the employee will notify their direct supervisor at the earliest possible time as to the general nature and possible duration of the injury or illness. It will be the employee's responsibility to keep their supervisor informed on a daily basis of their condition as it relates to absence from employment.
- E. Employees may voluntarily donate sick leave to a donation bank, which is maintained for the use of qualified employees who have suffered a catastrophic illness or injury and have exhausted their paid leaves of absence. This program is set forth in an administrative policy.
- F. Up to 30 hours of unused sick leave at separation shall be reinstated upon return to active status with the City occurring within no more than 12 months of separation.
- G. Upon reasonable request, and within 21 calendar days after the request, the City shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used.

SECTION 6. BEREAVEMENT LEAVE

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

SECTION 7. HOLIDAYS

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

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

Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

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

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

SECTION 8. ADMINISTRATIVE LEAVE AND/OR OVERTIME

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

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

SECTION 9. CALL BACK

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

SECTION 10. RETIREMENT

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

- A. **Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55 benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- B. **Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- C. **Tier 3: Employees Hired On or After January 1, 2013.**
 - i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee

contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

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

SECTION 11. HEALTH INSURANCE

A. The City contracts with the California Public Employees Retirement System (CalPERS) to provide health insurance for all full and ¾ time regular employees; employees may choose from HMO and PPO options. The City will contribute toward the cost of any insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly rates.

	Full Time Employees	¾ Time Employees
Employee Only	\$738	\$554
Employee + One	\$1,477	\$1,108
Employee + Two or More	\$1,920	\$1,440

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

Effective January 1, 2024, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above, as adjusted in 2023.

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

	Full Time Employees	¾ Time Employees
Employee Only	\$218	\$163
Employee + One	\$435	\$326
Employee + Two or More	\$566	\$424

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

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

SECTION 12. DENTAL INSURANCE

The City will contract for dental insurance for all full and three-quarter (3/4) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the cost of the premium for employees plus any eligible dependents up to a 5% annual increase, with no cash-out option.

SECTION 13. VISION INSURANCE

The City will contract for vision insurance for all full and three-quarter (3/4) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the cost of the premium for employees plus any eligible dependents up to a 5% annual increase, with no cash-out option.

SECTION 14. LIFE INSURANCE

The City will contract for life insurance for full and three-quarter (¾) time regular employees. For full time employees, the life insurance benefit is the equivalent of employee's annual salary, up to \$200,000. For three-quarter (¾) time employees, the calculation of annual salary will be based on their normal work schedule. The City agrees to pay the full cost of that basic life insurance premium. Full and three-quarter (¾) time employees will have the option to purchase, at their cost, voluntary supplemental life insurance.

SECTION 15. SHORT AND LONG TERM DISABILITY INSURANCE

The City will contract for short and long-term disability insurance for full and three-quarter (¾) time regular employees. The City agrees to pay the full cost of the disability insurance premium.

SECTION 16. EMPLOYEE ASSISTANCE PROGRAM

The City will contract for an Employee Assistance Program for full and three-quarter (¾) time regular employees, at no cost to the employee.

SECTION 17. FITNESS CENTER MEMBERSHIP

The City will provide a complimentary individual membership to the Duarte Fitness Center for each full and three-quarter (¾) time employee and retiree.

SECTION 18. FLEXIBLE SPENDING ACCOUNTS

The City agrees to offer and maintain Health Care and Dependent Care Flexible Spending Accounts for the optional participation of full and three-quarter (¾) time employees.

SECTION 19. DEFERRED COMPENSATION PROGRAM

The City will make a Section 457 deferred compensation program available to all full and three-quarter (¾) time regular employees that complies with the rules and regulations established by the Internal Revenue Service. Employees may voluntarily participate in the program through payroll deductions.

SECTION 20. PROFESSIONAL MEMBERSHIP FEES

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

SECTION 21. TUITION REIMBURSEMENT PROGRAM

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

SECTION 22. COMPUTER LOAN PROGRAM

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

Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

SECTION 23. SEVERANCE PAY

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

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

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

SECTION 24. LONGEVITY PAY

The City will provide longevity pay to employees who have completed at least 5 continuous years of City service and have been compensated for at least one complete year at the top salary step for the range for the employee's position. Longevity pay will be provided on a monthly basis in the following amounts:

0-5 years	\$0
5 years	\$50/month
10 years	\$100/month
15 years	\$150/month
20 years	\$200/month
25 years	\$250/month

SECTION 25. RESOLUTION NO. 22-24 TERMS REMAIN IN EFFECT

The salary schedule, compensation plan, and provisions established in Resolution No. 22-24 for Division Manager – Human Resources Manager remain in full force and effect and are not changed unless expressly stated herein.

SECTION 26. SEVERABILITY

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

SECTION 27. EFFECTIVE DATE

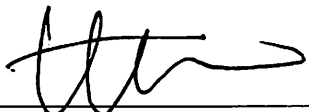
The effective date of this resolution shall be June 1, 2023. The Mayor shall sign this resolution and the City Clerk shall attest and certify the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 23rd day of May 2023.



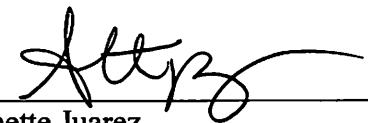
Jody Schulz
Mayor

APPROVED AS TO FORM:



Thai Viet Phan
City Attorney

ATTEST:

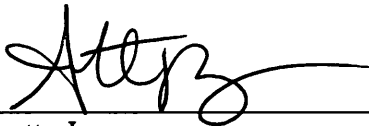


Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 23-13 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 23rd day of May 2023 by the following vote:

AYES: FINLAY, KANG, LEWIS, GARCIA, MARTIN DEL CAMPO, SCHULZ
NOES: NONE
ABSENT: TRUONG



Annette Juarez
City Clerk