

**RESOLUTION NO. 18-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RESCINDING RESOLUTION NO. 17-30 AND ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR UNREPRESENTED REGULAR EMPLOYEES**

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

**SECTION 1. DEFINITIONS**

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

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

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

A. Department Heads

		SALARY STEPS						
		A	B	C	D	E	F	G
Assistant City Manager	Mo	\$12,608	\$13,057	\$13,505	\$13,951	\$14,398	\$14,845	\$15,293
	Yr	\$151,296	\$156,684	\$162,060	\$167,412	\$172,776	\$178,140	\$183,516
	Hr	\$72.73	\$75.33	\$77.92	\$80.49	\$83.06	\$85.64	\$88.23

B. Division Managers

		SALARY STEPS						
		A	B	C	D	E	F	G
Human Resources Manager	Mo	\$6,928	\$7,189	\$7,446	\$7,446	\$7,964	\$8,223	\$8,481
	Yr	\$83,136	\$86,268	\$89,352	\$92,460	\$95,568	\$98,676	\$101,772
	Hr	\$39.97	\$41.47	\$42.96	\$44.44	\$45.95	\$47.43	\$48.93

**SECTION 2. PERFORMANCE INCENTIVE PAY**

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

**SECTION 3. BILINGUAL PAY**

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

**SECTION 4. AUTO ALLOWANCE AND/OR MILEAGE REIMBURSEMENT**

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

**SECTION 5. VACATION LEAVE**

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

<b>LENGTH OF SERVICE</b>	<b>FULL TIME EMPLOYEES</b>	<b>¾ TIME EMPLOYEES</b>
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 31<sup>st</sup> of each fiscal year. The maximum amount of the annual buyback is as follows:

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

**SECTION 6. SICK LEAVE**

A. Each full-time regular employee shall be entitled to receive up to ninety-six (96) hours of sick leave per year and each three-quarter time regular employee shall receive up to seventy-two (72) hours of sick leave per year. Employees shall be compensated for sick leave at their regular rate of pay. Sick leave shall be credited to the employee at the rate of 1/26<sup>th</sup> of an employee’s annual sick leave allotment per pay period. There will be no limit to the amount of sick leave an employee may accrue. At the time of separation, employees will not be compensated for unused sick leave. However, upon voluntary retirement the employee may convert 100% of his/her accrued sick leave balance, less any amount used, to retirement service credit.

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

- i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee’s family member. Family member shall include: a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child’s age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; and a sibling.

- ii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
- iii. For employees who are victims of domestic violence, sexual assault, or stalking, taking time off to seek medical attention for injuries caused by the domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

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

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

**SECTION 7. BEREAVEMENT LEAVE**

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

**SECTION 8. HOLIDAYS**

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

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

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

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

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

## **SECTION 9. ADMINISTRATIVE LEAVE AND/OR OVERTIME**

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

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

## **SECTION 10. CALL BACK**

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

## **SECTION 11. RETIREMENT**

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

- A. Tier 1: Employees Hired Before March 19, 2012.** All full-time and three-quarter-time employees hired before March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the CalPERS 2.5% @ 55

benefit formula. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of twelve (12) consecutive months. The City will make all employer contributions required by CalPERS. The employee will be responsible for paying fifty percent (50%) of normal cost (currently eight percent (8%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.

- B. Tier 2: Employees Hired On or After March 19, 2012.** All full-time and three-quarter-time employees hired on or after March 19, 2012, including those who have a break in service and then later return to City employment, shall be provided with the PERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- C. Tier 3: Employees Hired On or After January 1, 2013.**
- i. Full-time and three-quarter-time employees hired on or after January 1, 2013, who, within six (6) months of employment with the City, were either employed by a public employer that contracted with CalPERS or with another public retirement system with which CalPERS has reciprocity, shall be provided with the CalPERS 2% @ 60 benefit formula, with final compensation calculated using the average of three (3) highest years of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently seven percent (7%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- ii. Any other full-time and three-quarter-time employees hired on or after January 1, 2013, who do not meet the criteria set forth in Section 20.c.i, above, shall be provided with the CalPERS 2% @ 62 benefit formula, with final compensation calculated using the average of the highest consecutive 36 months of pensionable compensation. The City will make all employer contributions required by CalPERS. The employee will be responsible for contributing fifty percent (50%) of the normal costs (currently six point five percent (6.5%)). In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the member contribution will be recalculated based upon the updated required member contribution rate established by CalPERS to ensure the employee contributes fifty percent (50%) of normal cost. All employee paid contributions will be deducted from employees' salaries pre-tax.
- D. Disability Retirement.** The City may request PERS to retire an employee who becomes physically or mentally unable to perform the duties of his or her position, or may be subject to further injury if employment is continued. The City may make every effort to transfer or reassign the partially disabled employee to another existing position within the classification plan before a request for disability retirement is made.

## **SECTION 12. HEALTH INSURANCE**

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

insurance program for employees and dependents. The City agrees to pay the cost of medical insurance premiums up to the following monthly amounts:

	Full Time Employees	¾ Time Employees
Employee Only	100% Kaiser Premium	75% Kaiser Premium
Employee + One	100% Kaiser Premium	75% Kaiser Premium
Employee + Two or More	100% Kaiser Premium	75% Kaiser Premium

Effective January 1, 2019, the City will increase its contribution, up to an additional 5%, based on the Kaiser premium for each group set forth above.

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

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

	Full Time Employees	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 13. DENTAL INSURANCE**

The City will contract for dental insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

**SECTION 14. VISION INSURANCE**

The City will contract for vision insurance for all full and three-quarter (¾) time regular employees. Enrollment in the plan is mandatory and no cash alternative will be provided. The City agrees to pay the full cost of the premium for employees plus any eligible dependents, with no cash-out option.

**SECTION 15. 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 16. 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 17. 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 18. 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 19. FLEXIBLE SPENDING ACCOUNTS**

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

**SECTION 20. 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 21. PROFESSIONAL MEMBERSHIP FEES**

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

**SECTION 22. TUITION REIMBURSEMENT PROGRAM**

- A. Regular employees are eligible to be reimbursed for 75% of the cost of college accredited academic courses, not to exceed \$3,000 for full-time employees or \$2,300 for three-quarter (¾) time employees, during any fiscal year. Exceptions to these limits may be authorized at the discretion of the City Manager, contingent on the availability of funds.
- B. Courses must relate to the employee's job assignment or be job-oriented, and must be offered by a qualified training institution. In general, qualified training institutions are those colleges or universities that offer accredited course work transferable to other academic institutions. Courses must be taken on the employee's own time unless otherwise authorized by the department head and the City Manager.
- C. Prior to enrolling in each course, semester, or quarter, an employee must first secure department head approval that the coursework is job-related and then submit to the City Manager a memo request for approval, along with the proposed expenditure estimate. The City Manager, in conjunction with the department head, will provide written approval or rejection of the request.
- D. Within thirty (30) days of receipt of a passing grade, the employee must submit proof of a "C," "pass," or other appropriate notice of successful course completion, along with an expenditure claim and receipts for tuition, books, parking, or other required course materials.

**SECTION 23. COMPUTER LOAN PROGRAM**

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

become due and payable upon termination, and will be deducted from an employee’s final check. Continuation of the program is subject to annual budget appropriations by the City Council, and will be administered according to policies and procedures established by the City Manager.

**SECTION 24. SEVERANCE PAY**

When a regular full-time employee is laid off, and when that employee’s service is deemed to have been satisfactory, that employee will be entitled to receive severance pay as follows:

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

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

**SECTION 25. SEVERABILITY**

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

**SECTION 26. EFFECTIVE DATE**

The effective date of this resolution shall be July 1, 2018. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 12<sup>th</sup> day of June, 2018.

/s/ John Fasana  
Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-21 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 12<sup>th</sup> day of June, 2018 by the following vote:

- AYES:       Councilmembers: Kang, Paras-Caracci, Reilly, Fasana
- NOES:       Councilmembers: None
- ABSENT:    Councilmembers: Finlay

/s/ Marla Akana  
City Clerk Marla Akana  
City of Duarte, California