

RESOLUTION NO. 5432

**A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA
AMENDING THE CITY'S ADMINISTRATIVE CODE TO UPDATE
SECTIONS FOR SPECIFIC UNREPRESENTED CLASSIFICATIONS
UNDER CHAPTER 1A2 (MANAGEMENT – CONFIDENTIAL SERIES).**

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

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

- A. Chapter 1A2 of the El Segundo Administrative Code outlines the Management-Confidential Series
- B. Staff seeks to update 1A2 to modify and clarify compensation and benefits for unrepresented employees

SECTION 2: Approval. The City Council approves the amendments to Chapter 1A2 (Management – Confidential Series) of the El Segundo Administrative Code set forth in Exhibit "A" to this Resolution, and such exhibit is incorporated by reference.

SECTION 3: Authority. The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.


SECTION 4: Construction. This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 5: Severability. If any part of this Resolution 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 6: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.


SECTION 7: This Resolution is effective upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 15th day of August, 2023.



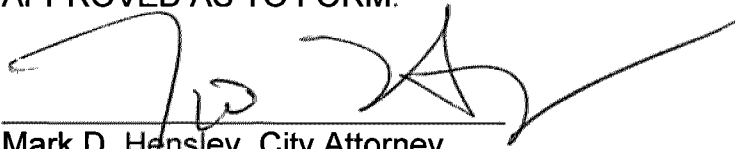
Drew Boyles, Mayor

ATTEST:



Tracy Weaver, City Clerk

APPROVED AS TO FORM:



Mark D. Hensley, City Attorney

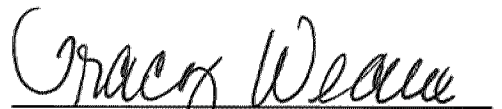
CERTIFICATION

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. 5432 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 15th day of August, 2023, and the same was so passed and adopted by the following vote:

- AYES: Mayor Boyles, Mayor Pro Tem Pimentel, Council Member Pirsztuk, Council Member Giroux, and Council Member Baldino
- NOES: None
- ABSENT: None
- ABSTAIN: None

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this 15th day of August, 2023.



Tracy Weaver, City Clerk
of the City of El Segundo,
California

EXHIBIT "A"
BASIC SALARY SCHEDULE

THE CITY OF EL SEGUNDO

**ADMINISTRATIVE CODE
TITLE 1A**

SALARIES AND CONDITIONS OF EMPLOYMENT

**CHAPER 1A2
MANAGEMENT AND CONFIDENTIAL SERIES**



**Revised:
November 2011
August 1, 2012
September 24, 2021
June 15, 2015
May 2016
August 15, 2023**

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SECTION 1A2.000 SCHEDULE OF CLASSES BY SERIES.

The following is a list of City Departments, under which Management and/or Confidential positions for each Department are listed. Salary ranges for all authorized positions shall be determined within the ranges depicted in the "Basic Salary Schedule (1A2.010 of the Administrative Code)."

Executive Management (At-Will)

Chief of Police
Fire Chief
Chief Financial Officer
Deputy City Manager
Director of Community Development
Director of Human Resources
Director of Public Works
Director of Recreation, Parks, and Library
Information Technology Services Director

Mid-Management

Assistant City Clerk (At-Will)
Assistant City Engineer
Battalion Chief
Building Services Manager
City Engineer (At-Will)
Communications Manager (At-Will) Deputy
City Clerk
Deputy City Treasurer II
Finance Manager (At-Will)
General Services Superintendent (At-Will)
Human Resources Manager (At-Will)
Information Systems Manager (At-Will)
Librarian II
Library Services Manager
Park Maintenance Superintendent
Planning Manager (At-Will)
Recreation Superintendent
Risk Manager (At-Will)
Senior Librarian
Treasury & Customer Service Manager (At-Will)
Utilities Superintendent (At-Will)

Confidential

Accountant
Executive Assistant
Human Resources Analyst
Human Resources Technician
Management Analyst
Payroll Accountant
Principal Civil Engineer

Senior Civil Engineer (At-Will)
Senior Executive Assistant (At-Will)
Senior Human Resources Analyst
Senior Management Analyst
Special Projects Administrator

(Council Approval) 1/88 and 1/89 (Reso. 4194) 11/00
(Reso. 5350) 06/20
(Reso. 5368) 10/22
(Reso. 5359) 09/22
(Reso. 5385) 12/22
(Reso. 5395) 2/23
(Reso. 5401) 3/23

SECTION 1A2.010 BASIC SALARY SCHEDULE.

Effective the pay period beginning August 12, 2023, the following respective salary schedules are hereby allocated and assigned to the respective Executive and Management/Confidential classifications.

See Attachment for Executives and Management/Confidential Salary Schedules

(Reso. 4965) 12/15

SECTION 1A2.060 EVALUATION BY CITY MANAGER – DEPARTMENT HEADS.

Employees within the Management-Confidential group (including Executive Management Series; Management Series; and the Confidential Employee Series), hereinafter referred to as “covered employees,” shall be evaluated based upon criteria established by the City Manager.

The City Manager shall approve all performance salary adjustments. Criteria for granting salary adjustments shall include but not be limited to:

- Present salary.
- Length of service.
- Quality and quantity of work performed.
- Increased competence in handling job responsibilities.
- Attitude and loyalty to City duties.
- Efforts toward self-improvement.
- Exceptional performance.

(Reso. 5154) 06/19

SECTION 1A2.070 SALARY INCREASES BASED ON PERFORMANCE.

Salary increases shall be based on evaluation of an individual's performance and shall acknowledge and reflect the level of job proficiency indicated by the employee's performance evaluation; there shall be no automatic step progression and no longevity step increases.

Salary increases shall normally be made once each year on an employee's anniversary date. Increases may be made at other times on the basis of Exceptional job performance or unusual circumstances. If the employee's anniversary date or other salary increase effective date falls in the middle of the pay period, the effective date of the increase will be the first day of that pay period.

Annual salary adjustments shall be granted predicated on merit and the criteria in Section 1A2.060 as follows: employees rated "Standard" are eligible for an increase up to five percent (5%); employees rated "Above Standard" and "Exceptional" are eligible to receive an additional 1-5% accelerated salary increase (Executives are eligible to receive up to an additional 1-2.5%); and employees rated "Below Standard" or "Unsatisfactory" are not eligible to receive a salary increase; however, no salary shall fall below the minimum or exceed the maximum of the salary range assigned to the affected employee's corresponding classification or position.

Accelerated salary advancement is intended to recognize employees whose job performance is exemplary and consistently exceeds normal expectations for their current step.

Prior to an employee completing one (1) year of service at their current salary, an employee whose performance is exemplary and consistently exceeds normal expectations for their current salary may be eligible to receive accelerated salary advancement, so long as the employee has not yet reached the top of their salary range.

In order to be eligible for accelerated salary advancement, the employee's supervisor or manager must recommend such advancement to the responsible Department Head. The supervisor or manager shall submit a written report on the prescribed form to the appropriate Department Head.

The Department Head shall submit the form to the Director of Human Resources, indicating whether they agree with the supervisor or manager's recommendation and providing additional comments, if necessary.

The Director of Human Resources shall submit the form to the City Manager, indicating whether the recommendation conforms to the City-wide criteria for accelerated step advancement.

The City Manager shall make the final decision whether to approve the employee's accelerated salary step advancement.

An employee may not receive more than one accelerated salary step advancement within a twelve (12) month period of time, subject to the requirements provided for in this section.

An accelerated salary step advancement shall not change the affected employee's anniversary date.

The maximum accelerated increase that may be approved by the City Manager is 5% percent in any fiscal year for Mid-Management and Confidential employees and 2.5% for Executive Management.

Covered employees may be evaluated immediately upon adoption of this resolution and may receive an appropriate salary increase at the discretion of the reviewing authority, subject to an employee evaluation.

Salary increases shall be based upon performance evaluation and shall not exceed the maximum salary range identified in 1A2.010 (table outlined in Section 1 above, as may be amended from time to time).

All other provisions of Section 1A2.070 shall remain in effect, including annual employee evaluation requirements.

(Reso.1446) 11/86
(Reso.5154) 06/19
(Reso. 5432) 8/23

SECTION 1A2.080 OVERTIME PAY – EXCEPTION – FIRE BATTALION CHIEFS.

Effective October 1, 1988, Executive, Mid-Management, and Confidential Employees shall not be paid overtime pay with the exception of Fire Battalion Chiefs assigned to Fire Suppression; they shall be paid time and one quarter (1.25) for time worked on Platoon Duty or scheduled or non-scheduled re-hires in excess of fifty-six (56) hours per week.

(Council Approval) 11/88

SECTION 1A2.087 SALARY PLACEMENT UPON PROMOTION.

In all cases where an employee is promoted to a classification regulated by this Chapter 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 (5%) 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 higher base salary than any of their regularly assigned subordinates (exclusive of Educational Incentive Pay, Special Assignment, or any other form of compensation). The supervisor's salary shall not exceed the salary range for which her/she is eligible by length of service and performance.

(Reso. 3446) 11/86

SECTION 1A2.090 RESIDENCE REQUIREMENTS.

The Director of Public Works, Police Chief, and Fire Chief shall reside in a location which would enable the incumbents of those positions to report to work within one (1) hour of being notified of an emergency which requires their presence in El Segundo. Driving time shall be defined as the

time that it takes an individual to drive to El Segundo from their place of residence during normal traffic conditions, including morning and afternoon commuter rush hour conditions prevalent in Southern California. Current and Future occupants of these offices shall have eighteen (18) months from the date of appointment to meet this requirement.

(Reso. 3539) 6/88
(Reso. 4216) 06/01

SECTION 1A2.100 ADMINISTRATIVE LEAVE.

Executive Management positions shall receive up to 80 hours of Administrative Leave per calendar year upon approval of the City Manager. Mid-Management and Confidential positions shall receive up to 56 hours of Administrative Leave per calendar year upon recommendation of the Department Director and approval of the City Manager. This leave has no cash value and cannot be carried over.

(Reso. 3229) 10/83
(Reso. 3446 11/86)
(Reso. 4582) 12/08
(Reso. 4130) 9/99
(Reso. 4619) 9/09
(Reso. 5350) 06/20

SECTION 1A2.105 FLEXIBLE BENEFIT PLAN

Executive Management, Mid-Management, and Confidential: all positions listed in Section 1(A) above (and as may be amended thereafter), shall be eligible to participate in the City’s Flexible Benefit Plan, as per table below:

Effective Date	City Maximum Health Insurance Contribution per month Under “PEMHCA” (Per City Resolution filed with CalPERS)	Flex Benefit – City Contribution per month	City Contribution Monthly total:
Upon approval and adoption (August 15, 2023)	\$932	\$768	\$1,700
January 1, 2024	\$932	\$818	\$1,750
January 1, 2025	\$932	\$868	\$1,800
January 1, 2026	\$932	\$918	\$1,850

Employees shall not be entitled to cash out any excess monies that are not allocated to purchasing any of the specified benefits within the City’s portfolio. The employee shall be responsible for any and all out-of-pocket costs in excess of the City’s monthly contribution.

The City Contribution Amount toward health insurance is the City’s designated “PEMHCA” contribution as set forth in the City’s resolution(s) that are filed with CalPERS. Flex Benefit amounts are not part of the City’s designated “PEMHCA” contribution. Flex Dollars may only be used towards a medical premium or deferred compensation plan. There is no cash back from unused Flex Dollars.

(Reso. 5154) 06/19
 (Reso. 5307) 04/22
 (Reso. 5310) 04/22

SECTION 1A2.106 INSURANCE BENEFITS – EMPLOYEE DENTAL, VISION AND LONG TERM DISABILITY (NON-JOB RELATED) CONTRIBUTION.

The City shall provide dental and vision benefits for each covered Executive, Mid-Management, and Confidential employee and the employee's eligible dependents.

Executive, Mid-Management, and Confidential Employees shall be covered by the City under a long term disability insurance plan.

(Reso. 4474) 7/06
(Reso. 5432) 12/15
(Reso. 4975) 04/16
(Reso. 5147) 5/19

SECTION 1A2.108 INSURANCE BENEFITS – RETIREE MEDICAL – CITY CONTRIBUTION.

Executive, Mid-Management, and Confidential employees hired before June 1, 2016, who are hired into or subsequently appointed to a position regulated by this Chapter, shall be eligible for a monthly retiree health contribution of up to \$1,200. The monthly retiree health contribution will consist of the "PEMHCA" amount set forth in the City's resolution filed by the City with CalPERS supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution ("PEMHCA" contribution + healthcare reimbursement account) exceed \$1,200 per month.

Executive Management, Mid-Management, and Confidential employees who are hired by the City on or after June 1, 2016, and appointed to a position regulated by this Chapter, shall only be eligible for a retiree medical benefit up to the "PEMHCA" contribution amount set forth in the City's resolution filed by the City with CalPERS.

Executive Management, Mid Management, and Confidential employees service retiring from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022, shall be eligible for a retiree medical benefit equal to the "PEMHCA" amount set forth in the City's resolution filed by the City with CalPERS, supplemented by a City contribution to a healthcare reimbursement account. The amount of the healthcare reimbursement supplement shall be no more than the amount necessary to cover the health insurance premium cost for the employee and eligible dependent(s) for the selected CalPERS health plan, but in no event shall the total monthly contribution (PEMHCA contribution + healthcare reimbursement account) exceed the amount provided to active employees in the Management and Confidential Series. For 2022, this total monthly City contribution is \$1,650 per month.

The Elected City Clerk and Treasurer positions shall also be eligible for this benefit as described in the March 15, 2016 staff report and Resolution 4973 which ties their active and retired allowances for health to the Management Confidential Series.

Hire Date	Retiree Medical – City Contribution
July 1, 2007 through June 30, 2016	PEMHCA amount supplemented with a City contribution not to exceed \$1,200 per month
July 1, 2016 and retired prior to June 21, 2022	PEMCHA amount only
Service retire concurrently from CalPERS and the City of El Segundo after a minimum of five consecutive full-time years of service with the City of El Segundo on or after June 21, 2022	PEMHCA amount supplemented with a City contribution to equal highest total monthly contribution as described in Section 1A2.107 above. For 2022, this amount shall not exceed \$1,650

In order to qualify for any retiree medical benefit from the City, the employee must qualify as an “annuitant” under PEMHCA (see Government Code section 22760(c). The retiree must have an effective retirement date with CalPERS within 120 days of separation from City employment and receive a retirement benefit from CalPERS.

(Council Approval) 11/88
 (Reso.5432)12/15
 (Reso. 4975) 04/16
 (Reso. 5350) 06/20
 (Reso. 5432) 8/23

SECTION 1A2.109 RETIREE DENTAL AND VISION

Upon retirement, an employee and their spouse, registered domestic partner, and/or their eligible dependents who are actively enrolled in the City’s dental and vision insurance plans may remain enrolled in such plans as a retiree should such plans continue to remain available to current employees, but shall be responsible for full payment of the associated insurance premiums.

In order to be eligible to be covered by such plans, the retiring employee and their spouse, registered domestic partner, and/or and their eligible dependents must be actively enrolled in the plan(s) under which they are seeking continued coverage.

If, upon retirement, the employee declines continued coverage under either plan, they may not enroll at a later time.

Upon a retiree’s death, the surviving spouse, registered domestic partner and/or eligible dependent(s) who are actively enrolled in the City’s dental and vision insurance plans may remain enrolled in such plans as surviving dependents should such plans continue to remain available to current employees, and shall be responsible for full payment of the associated insurance premiums.

This provision is not intended to vest either retirees or current employees once retired with any right to remain enrolled in the City’s dental and vision insurance plans. The City may decide to change dental or vision insurance plans without regard to the impact that such a decision would have on retirees’ eligibility to enroll in such plans.

(Reso. 5432) 8/23

SECTION 1A2. 110 ADDITIONAL EMPLOYMENT.

An Executive who is employed full time by the City shall not accept other work or actively participate in the management of a private for profit activity outside of his or her employment with the City of El Segundo, without first obtaining approval of the City Council, and upon showing that such activity will not conflict with his or her discharge of duties of employment with the City.

(Reso. 2620) 4/75

SECTION 1A2.115 EDUCATION EXPENSES – REIMBURSEMENT.

Executive, Mid-Management and Confidential employees shall, upon an approved application and agreement to the provisions of this section, be reimbursed one hundred percent of the cost of tuition and books to a maximum of \$2,000 per calendar year effective January 1, 2001 for work-related college courses; provided, however, such courses have been approved by the City Manager. Employees terminating employment with the City voluntarily or through termination with cause within two months from completion of coursework shall have deducted from their final pay 100 percent of the amount reimbursed; thereafter, ten percent less than 100 percent shall be deducted from their final pay for each full month worked up to twelve months from the date of the completion of the course.

Participation in the program for mid-management and confidential employees is limited to those who have successfully completed their initial probationary period.

(Council Approval) 11/88
(Reso. 3995) 01/97
(Reso. 4194) 11/00

SECTION 1A2.115.2 EDUCATIONAL INCENTIVE.

Effective October 1, 2008, the Police Chief shall no longer receive 5% Educational Incentive Pay for possessing a Master's Degree from an accredited college or university.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Bachelor's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$1,170.19 per month.

Effective July 1, 2008, a Battalion Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$1,755.28 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining a Master's Degree from an accredited college or university, shall receive Educational Incentive Compensation in an amount of
\$791.78 per month.

Education pays are not cumulative. Employee shall receive the pay corresponding to the highest level of education.

(Reso. 4026) 7/97
(Reso. 4194) 11/00
(Reso. 4430) 7/05
(Reso. 4582) 12/08

SECTION 1A2.120 DEFERRED COMPENSATION PLAN.

A Deferred Compensation Plan has been established as a benefit to Executive Management, Mid-Management, and Confidential employees, and each covered employee is eligible to participate in the Plan. The City shall not provide an annual matching contribution or any other contribution to the Deferred Compensation Plan.

As soon as feasible following adoption of Resolution No. 5350, the City shall establish a 401(a) Defined Contribution Plan for Executive Management employees only to offset the 6.2% required employee payroll tax contribution to Social Security. The City shall contribute 6.2% of base salary per pay period, up to the annual Social Security taxable maximum. City contributions to the plan shall be calculated on an annual basis and evenly distributed in 26 pay periods per year. For earnings in 2023, this base is \$160,200 with a \$9,932 maximum City contribution. The 401(a) Defined Contribution provision does not apply to employees in the Chief of Police and Fire Chief positions as those are exempted from Social Security. The Elected City Clerk and Treasurer positions shall be ineligible for this benefit.

(Reso. 2620) 4/75
(Reso. 4264) 8/02
(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4513) 7/07
(Reso. 4619) 9/09
(Reso. 4743) 10/11
(Reso. 4918) 6/15
(Reso. 5350) 6/22

SECTION 1A2.121 FLEXIBLE SPENDING ACCOUNT.

A Flexible Spending Account will be established pursuant to the terms and conditions of the Internal Revenue Code as a benefit to employees enumerated in Section 1A2.000. Each employee in Section 1A2.000 is eligible to participate in this plan.

(Council Approval) 11/88

SECTION 1A2.123 CHIEF OFFICER CERTIFICATION.

Effective July 1, 2008, Battalion Chiefs, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$585.09 per month.

Effective October 1, 2008, the Deputy Fire Chief, upon obtaining Chief Officer Certification from the Office of the State Fire Marshal, shall receive Certification Compensation in an amount of \$659.82 per month.

(Reso. 4430) 7/05
(Reso. 4474) 7/06
(Reso. 4582) 12/08

SECTION 1A2.130 UNIFORM ALLOWANCE.

Effective October 1, 1988, Management-Confidential employees in the Police and Fire Department who are required to purchase and continuously maintain certain prescribed items of uniform clothing shall be compensated for a portion of the initial and maintenance costs thereof according to the following:

<u>Classification /Position</u>	<u>Per Mo. of Active Duty</u>
Police Chief	\$53.00
Fire Chief	\$33.00
Fire Battalion Chief	\$40.00

(Reso. 3229) 10/83
(Reso. 3446) 11/86
(Council Approval) 11/88

SECTION 1A2.131.1 SICK LEAVE ACCUMULATED FOR CARE OF MEMBERS OF IMMEDIATE FAMILY.

Sick leave is accrued at 8 hours per month. Employees in the Battalion Chief classification working on a 112 hours schedule accrue 12 hours per month.

Employees are eligible to utilize a maximum of half their annual sick leave accrual, forty-eight (48) hours or seventy-two (72) hours for Battalion Chiefs, of sick leave per calendar year in order to provide care to a "family member" of the employee suffering from illness or injury.

For this purpose, the term "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling, or any other "family member" recognized by Labor Code section 245.5. The term parent shall also include the parent of the employee's spouse or registered domestic partner.

For this purpose, the term "family member" also means one (1) "designated person" that the employee has identified who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

(Reso. 3790) 10/92
(Reso. 3860) 4/94

(Reso. 5432) 8/23

SECTION 1A2.134 SICK LEAVE – PAYMENT UPON DEATH OR SERVICE RETIREMENT.

In the event an Executive, Mid-Management, or Confidential employee, while in the City's employ, and who has been employed by the City for five continuous years or more in a full-time position, dies or service retires under the Public Employees' Retirement System with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to eighty percent (80%) of the value of such Sick Leave based upon his or her base salary at the time of death or service retirement, without the inclusion of overtime pay or additional compensation.

(Reso. 3229) 10/83
(Reso. 3336) 11/85
(Reso. 3498) 9/87
(Reso. 5432) 8/23

SECTION 1A2.135 SICK LEAVE ACCRUED – PAYMENT OF ON DISABILITY RETIREMENT OR DISABILITY SEPARATION FROM THE CITY- LESS THAN 5 YEARS OF CITY SERVICE.

In the event an employee regulated by this Chapter while in the City's employ, and who has been employed by the City for five or more continuous years in a full-time position, Disability Retires under the California Public Employees' Retirement System or separates from the City with unused Sick Leave to his or her credit, he or she shall be compensated in an amount equal to One Hundred Percent (100%) of the value of such Sick Leave, based upon the employees regular rate of pay at the time of retirement or separation.

(Reso. 3498) 11/86
(Reso, 3860) 4/94
(Reso. 4430) 7/05
(Reso. 4619) 9/09

SECTION 1A2.135.1 PAYMENT OF SICK LEAVE ACCRUAL – AFTER 20 YEARS OF CITY SERVICE.

Upon separation from service, sworn Police and Fire Management Employees with 20 years of continuous City service, will be compensated for One Hundred Percent (100%) of the employee's accumulated, unused Sick Leave at their regular rate of pay at separation.

(Reso. 4264) 8/02
(Reso. 4619) 9/09

SECTION 1A2.135.2 PAYMENT OF SICK LEAVE ACCRUAL – DISABILITY RETIREMENT- 5 OR MORE YEARS OF CITY SERVICE.

Upon separation from service because of a disability retirement, sworn Police and Fire Management employees with five years of continuous City service, will be compensated for ninety percent (90%) of the employee's accumulated, unused Sick Leave at the employee's

current rate at separation.

(Reso. 4264) 8/02

SECTION 1A2.136 SICK LEAVE – LEAVE WITH PAY DUE TO ILLNESS-ACCUMULATION OF SAME; SICK LEAVE CASH OUT

Sick Leave with pay may be granted for an absence from duty because of personal illness, injury, or legal quarantine not compensable under the provisions of the Workers' Compensation Laws of the State of California. Permanent employees shall accumulate Sick Leave at the rate of eight (8) hours per month; employees on a 112 hours fire suppression schedule earn Sick Leave at the rate of twelve (12) hours per month. Hours worked in addition to a regular work week shall not entitle an employee to additional Sick Leave accumulation. Sick Leave taken by an employee shall be deducted from his or her accumulated credit.

Employees hired into a Management and Confidential Series position after August 15, 2023, may accumulate up to six hundred (600) hours of sick leave; nine hundred (900) for employees on a 112 hours fire suppression schedule. Once an employee reaches that cap, the employee shall not accrue additional sick leave until the balance has been reduced below 600 hours.

Employees hired on or before August 15, 2023 will be permitted to accrue sick leave in excess of the cap of six hundred (600) hours; nine hundred (900) for employees on a 112 hours fire suppression schedule subject to a mandatory cash out as described below.

For employees hired on or before August 15, 2023, the City will cash out any accrued sick leave in excess of the 600 or 900 hour cap on or around December 1 of each year. The City will provide the cash out by direct deposit.

(Reso. 3173) 10/82
(Reso. 5432) 8/23

SECTION 1A2.137.1, SICK LEAVE PAYOUTS.

Notwithstanding Sections 1A2.132 through 1A2.135.2 of the El Segundo Administrative Code, employees regulated by this Chapter who receive payment of sick leave hours shall have the value of the sick leave hours calculated at the base salary hourly rate.

(Reso. 4918) 6/15

SECTION 1A2.139 HOLIDAYS AND HOLIDAY PAY.

Except as otherwise herein specifically provided, employees shall be entitled to the following holidays:

January 1st
The third Monday in January
The third Monday in February

November 11th
Thanksgiving Day and the Friday thereafter
December 24th

The last Monday in May
July 4th

December 25th
December 31st

The first Monday in September provided, however, (a) that such dates may be supplemented or amended by a Resolution amending the Administrative Code (b) that in the event any of these holidays fall on the last day an employee is off on the employee's regular days off period, the day following is observed as a holiday for the purpose of this section; and (c) that in the event any of these holidays fall on the first day of an employee's regular day off period, the previous day is considered a holiday for purpose of this section. Notwithstanding the above, this provision does not apply to Battalion Chiefs who receive pay in lieu of time off for holidays.

(Reso. 3173) 10/82
(Reso. 4513) 7/07
(Reso. 5197) 01/20
(Reso. 5432) 8/23

SECTION 1A2.139.1 PERSONAL LEAVE/FLOATING HOLIDAY.

In addition to the holidays enumerated in Section 1A2.139, each employee who has completed six (6) months of service shall be entitled to select one (1) day per calendar year as a Floating Holiday.

Each employee shall also receive one (1) day per calendar year as a Personal Leave.

For this purpose, employees who are assigned to a 5/40 schedule shall receive eight (8) hours, employees who are assigned to a 9/80 schedule shall receive nine (9) hours, and employees who are assigned to a 4/10 schedule shall receive 10 hours. Employees on other schedules will be compensated accordingly.

In the first full pay period following the adoption of the Administrative Code by the City Council, the City shall provide employees an additional one (1) day of Personal Leave. The City shall provide employees a second (2nd) day of Personal Leave each year, as described below, unless and until such time as the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday. In the event that the City recognizes either Cesar Chavez Day or Juneteenth as a Holiday, the City will rescind the provision of a second (2nd) day of Personal Leave for the following calendar year.

The City will credit employees with the Personal Leave every January. Newly hired employees hired after the first of the year will also receive the Personal Leave, which the employee may use six (6) months after the employee's initial appointment date.

(Reso. 3290) 12/84
(Reso. 3446) 11/86
(Reso 5432) 8/23

SECTION 1A2.140 HOLIDAYS AND HOLIDAY PAY – BATTALION CHIEFS.

Battalion Chiefs assigned to Fire Suppression Duty will be paid for 156 hours in lieu of holidays once a year on or about the 10th day of December. Battalion Chiefs who serve in that capacity less than a full year will be paid Holiday Pay on a pro rata basis.

To the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) Holiday Pay.

(Reso. 3178) 12/82
 (Reso. 4513) 7/07

SECTION 1A2.144 VACATION LEAVE

Employees regularly employed shall accumulate vacation time in accordance with the following schedule:

Years of Service	Annual Accrual Rate	Accrual Per Pay Period	Maximum Permissible Accrual
0-5	108 hours	4.15 hours	216 hours
6-10	132 hours	5.08 hours	264 hours
11-15	156 hours	6.00 hours	312 hours
16+	188 hours	7.23 hours	376 hours

Employees may accrue up to two (2) years of vacation leave at their current annual accrual rate.

Effective July 2, 2023, the City will impose a hard cap on vacation accrual such that no employee shall be permitted to accrue vacation in excess of twice their annual accrual rate. Any employee that has a vacation balance in excess of twice their annual accrual rate will be cashed out by the City at their base hourly rate to bring their vacation balance to twice their annual accrual rate in December 2023.

All other terms and conditions in Section 1A2.144(1) and (2) remain in effect.

(Reso. 3175) 10/82
 (Reso. 3860) 4/94
 (Reso. 4582) 12/08
 (Reso. 5432) 8/23

SECTION 1A2.144.1 VACATION ACCRUAL BASED ON TOTAL SERVICE TIME IN A CalPERS OR COMPARABLE AGENCY.

Executive, Mid-Management, and Confidential employees shall accumulate vacation time based on their total years of service in a CalPERS or comparable agency.

(Reso. 3860) 4/95
(Reso 5432) 8/23

SECTION 1A2.145 VACATION LEAVE USE.

Vacation Leaves may be taken only after the employee has completed six (6) months of continuous service with the City.

(Reso. 3336) 11/85

SECTION 1A2.146 VACATION LEAVE CASH OUT.

- A. Qualification for Vacation Cash Out: An employee who has completed one (1) year of service qualifies for vacation cash out.
- B. IRREVOCABLE Election Process in 2023 and thereafter: A qualified employee may irrevocably elect to receive cash payment(s) in lieu of accrued vacation leave up to one hundred percent (100%) of the total amount of vacation leave that the employee can accrue in a year based on their length of service as described in Article 4, Section 1.

On or before December 15, 2023 and every December 15th thereafter, a qualified employee who elects to cash out some or all of their vacation to be accrued in the following year shall submit written request to the Human Resources Department stating their irrevocable election(s).

The employee shall provide the following information as part of their election: (1) The total number of hours of vacation leave that the employee will accrue between January 1 and June 30 in the following calendar year based on their annual accrual rate based on their years of service; (2) The total amount of vacation leave to be accrued that the employee wants to cash out in July of the following calendar year (The cash-out amount must be equal to or less than the amount accrued between January 1 and June 30); (3) The total number of hours of vacation leave that the employee will accrue between July 1 and December 31 in the following calendar year based on their annual accrual rate based on their years of service; and (4) The total amount of vacation leave to be accrued that the employee wants to cash out in December of the following calendar year (The cumulative cash-out amount must be equal to or less than the total amount accrued between January 1 and December 30).

- C. The City shall administer the cash out twice annually, starting in December 2023 and every December thereafter. The City shall make the cash outs in the first full pay period in July and December.

Such cash outs shall be paid at the employee's base salary hourly rate of pay.

- D. Regardless of the number of hours that the employee requests to cash out, the City can only cash out vacation hours that the employee has accrued in the calendar year as of the time of the cash out which the employee has not yet used.

(Reso. 3336) 11/85
(Reso. 4430) 7/05
(Reso. 4743) 10/11
(Reso. 4789) 10/12
(Reso. 4918) 6/15
(Reso. 4951) 12/15
(Reso 5432) 8/23

SECTION 1A2.147 VACATION LEAVE ACCRUAL – FOR TEMPORARY INDUSTRIAL DISABILITY.

Notwithstanding the provisions of Section 1A6.220, employees on temporary industrial disability that is not subject to Labor Code section 4850 may accrue vacation time for the length of their industrial injury leave if they supplement their industrial disability payments with paid leave accruals such that they continue to receive their full salary. Employees on Labor Code section 4850 industrial injury leave will continue to accrue vacation leave during the time they are on industrial injury leave pursuant to Labor Code section 4850 without use of accrued leave balances.

(Reso. 3336) 11/85
(Reso. 5432) 8/23

SECTION 1A2.148 BEREAVEMENT LEAVE – PERSONAL EMERGENCIES – IMMEDIATE FAMILY DEFINED.

In the event of the death of an employee's "family member", as defined in Section 1A2.131.1, but excluding the "designated person," the City shall provide the employee three (3) days paid bereavement leave and two (2) days of unpaid leave to be used within three (3) months of the date of the death of the "family member."

Employees may elect to use other forms of paid leave that they have accumulated in order to provide for their compensation while using the two (2) days of unpaid leave.

For employees who need to travel 500 or more miles from the City in order to attend services for the employee's family member, the City shall also provide two (2) additional days of paid bereavement leave in lieu of the two (2) days of unpaid leave.

(Reso. 3173) 10/82
(Reso. 3860) 4/94
(Reso. 4430) 7/05
(Reso 5432) 8/23

SECTION 1A2.149 JURY DUTY.

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.

During the first two weeks of Jury Duty, an employee shall be entitled to receive his or her regular compensation.

For any portion of Jury Duty that extends beyond the first two weeks, such extended Jury Duty period shall be without pay.

Any compensation for the first two weeks of Jury Duty, except Travel Reimbursement Pay, must be deposited with the Director of Human Resources.

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.

The employee must provide documentation of his or her daily attendance on Jury Duty.

(Reso. 4582) 12/08

SECTION 1A2.150 SALARIES AND BENEFITS APPLICABLE.

The provisions of this Chapter are applicable to Executive, Mid-Management, and Confidential employees enumerated in Section 1A2.040 of this chapter.

(Reso. 3173) 10/82

SECTION 1A2.152 CITY OF EL SEGUNDO SUBSTANCE ABUSE POLICY AND DRUG FREE WORKPLACE STATEMENT.

The City of El Segundo Substance Abuse Policy and Drug-Free Workplace Statement, dated July 1, 2008 shall be applicable to all Department Heads, Mid-Management and Confidential Employees.

(Reso. 4582) 12/08

SECTION 1A2.153 CalPERS MEMBER CONTRIBUTION.

Effective July 1, 2019, the CalPERS Classic Members in the Miscellaneous Classifications in Executive, Mid-Management, and Confidential shall pay a total employee contribution of eight percent (8%); seven percent (7%) shall be the member contribution, and one percent (1%) shall be employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).

CalPERS PEPRA New Members in the Miscellaneous Classifications in Executive, Mid-Management-, and Confidential employees shall pay fifty percent (50%) of normal cost as determined by CalPERS.

Effective July 1, 2019, CalPERS Classic Members in the Safety Classifications in Executive, Mid-Management, and -Confidential employees shall pay a total employee contribution of twelve

(12%); nine percent (9%) shall be the member contribution, and three percent (3%) shall be the employee-paid cost-sharing of the City's contribution under Gov. Code section 20516(a).

CalPERS PEPRA New Members in the Safety Classifications in Executive, Mid-Management, and Confidential Series shall pay fifty percent (50%) of normal cost as determined by CalPERS.

(Reso. 4741) 10/11
(Reso. 4743) 10/11
(Reso. 4789) 10/12
(Reso. 4918) 6/15
(Reso. 4951) 12/15
(Reso. 4976) 04/16
(Reso. 5154) 06/19

SECTION 1A2.154 AUTO ALLOWANCE.

Executive Management positions that are not provided a City vehicle shall receive an auto allowance in the amount of \$400 per month. Employees provided an auto allowance are ineligible for mileage reimbursement.

(Reso. 5350) 06/22

SECTION 1A2.155 VOLUNTARY BINDING ARBITRATION AND BONUS PAYMENT

Voluntary Agreement to Binding Arbitration in Exchange for \$10,000 Bonus Payment: Executive, Mid-management and Confidential employees may voluntarily enter into an Arbitration Agreement according to the terms of the agreement.

**UNREPRESENTED MANAGEMENT AND CONFIDENTIAL
SALARY RANGE ADJUSTMENTS - AUGUST 15, 2023**

M&C									
Unrepresented: Executive, Mid-Management, Confidential Employee Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
11/3/2020	8/15/2023	5232	Deputy City Manager (At-Will)	EXECUTIVE	60d	Salaried	68.20	11822.00	141864.00
							108.17	18750.00	225000.00
6/4/2019		5154	Chief of Police	EXECUTIVE	60f	Salaried	101.66	17620.73	211448.76
							125.41	21737.72	260852.64
6/4/2019		5154	Fire Chief	EXECUTIVE	70f	Salaried	96.69	16760.14	201121.68
							116.03	20112.17	241346.04
1/18/2022	8/15/2023	5306	Chief Financial Officer	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
11/3/2020	8/15/2023	5232	Director of Human Resources	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
11/3/2020	8/15/2023	5232	Information Technology Services Director	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
9/6/2022	8/15/2023	5359	Director of Recreation, Parks, and Library	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
9/6/2022	8/15/2023	5359	Director of Community Development	EXECUTIVE	64d	Salaried	78.35	13581.00	162972.00
							108.17	18750.00	225000.00
6/4/2019	8/15/2023	5154	Director of Public Works	EXECUTIVE	64d	Salaried	77.39	13415.00	160980.00
							108.17	18750.00	225000.00
6/4/2019	8/15/2023	5154	Assistant City Engineer	MANAGEMENT	56m	Salaried	60.70	10521.52	126258.24
							77.21	13383.38	160600.56
6/6/2023	8/15/2023	5420	Aquatics Manager	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
6/4/2019		5154	Battalion Chief	MANAGEMENT	60f	Salaried	53.74	13041.06	156492.72
							64.49	15649.27	187791.24
6/4/2019	8/15/2023	5154	Building Safety Manager	MANAGEMENT	60f	Salaried	64.83	11236.58	134838.96
							82.46	14292.92	171515.08
6/4/2019	8/15/2023	5154	City Engineer (At-Will)	MANAGEMENT	60m	Salaried	68.91	11943.54	143322.48
							87.65	15192.19	182306.22
11/3/2020	8/15/2023	5381	Communications Manager (At-Will)	MANAGEMENT	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5344	Deputy City Clerk	MANAGEMENT	27m	Salaried	35.43	6140.99	73691.88
							44.80	7765.55	93186.59
6/7/2022	8/15/2023	5344	Assistant City Clerk (At-Will)	MANAGEMENT	36m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Deputy City Treasurer II	MANAGEMENT	30s	Salaried	44.05	7635.47	91625.64
							56.03	9712.31	116547.76
2/21/2023	8/15/2023	5395	General Services Superintendent (At-Will)	MANAGEMENT	57m	Salaried	59.04	10233.12	122797.44
							75.10	13016.52	156198.29
4/19/2022	8/15/2023	5326	Finance Manager (At-Will)	MANAGEMENT	55m	Salaried	59.38	10292.33	123507.96
							83.26	14431.90	173182.80
2/21/2023	8/15/2023	5395	Utilities Superintendent (At-Will)	MANAGEMENT	59m	Salaried	59.04	10233.12	122797.44
							75.10	13016.52	156198.29
6/4/2019	8/15/2023	5154	Human Resources Manager (At-Will)	MANAGEMENT	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Information Systems Manager (At-Will)	MANAGEMENT	54m	Salaried	62.04	10753.00	129036.00
							78.91	13677.82	164133.79
6/4/2019	8/15/2023	5154	Librarian II	MANAGEMENT	37m	Salaried	41.97	7274.57	87294.84
							53.38	9253.25	111038.99
11/3/2020	8/15/2023	1620	Library Services Manager	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
6/4/2019	8/15/2023	5154	Park Maintenance Superintendent	MANAGEMENT	48m	Salaried	54.45	9437.67	113252.04
							69.26	12004.71	144056.54
6/4/2019	8/15/2023	5154	Planning Manager (At-Will)	MANAGEMENT	56m	Salaried	64.83	11236.58	134838.96
							82.46	14292.92	171515.08
6/4/2019	8/15/2023	5154	Recreation Superintendent	MANAGEMENT	50m	Salaried	56.85	9854.65	118255.80
							72.32	12535.11	150421.38
11/3/2020	8/15/2023	5232	Risk Manager (At-Will)	MANAGEMENT	52m	Salaried	58.10	10071.00	120852.00
							73.90	12810.10	153721.20
6/4/2019	8/15/2023	5154	Senior Librarian	MANAGEMENT	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
11/3/2020	8/15/2023	5232	Treasury & Customer Service Manager	MANAGEMENT	141	Salaried	59.38	10292.00	123504.00
							75.53	13092.06	157104.72
6/4/2019	8/15/2023	5154	Accountant	CONFIDENTIAL	31m	Salaried	38.16	6614.09	79369.08
							48.54	8413.12	100957.50

UNREPRESENTED MANAGEMENT AND CONFIDENTIAL
SALARY RANGE ADJUSTMENTS - AUGUST 15, 2023

M&C									
Unrepresented: Executive, Mid-Management, Confidential Employee Salary Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
6/4/2019	8/15/2023	5154	Executive Assistant	CONFIDENTIAL	34m	Salaried	37.98	6582.92	78995.04
							48.31	8373.48	100481.77
2/21/2023	8/15/2023	5395	Human Resources Analyst	CONFIDENTIAL	34m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	NA	Human Resources Technician	CONFIDENTIAL	18m	Salaried	29.58	5127.76	61533.12
							37.63	6522.52	78270.23
6/4/2019	8/15/2023	5154	Management Analyst	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	5154	Payroll Accountant	CONFIDENTIAL	31m	Salaried	38.16	6614.09	79369.08
							48.54	8413.12	100957.50
6/4/2019	8/15/2023	5154	Principal Civil Engineer	CONFIDENTIAL	51m	Salaried	58.10	10070.98	120851.76
							73.91	12810.29	153723.49
6/4/2019	8/15/2023	5154	Senior Civil Engineer (At-Will)	CONFIDENTIAL	48m	Salaried	54.45	9437.67	113252.04
							69.26	12004.71	144056.54
6/4/2019	8/15/2023	5154	Senior Executive Assistant (At-Will)	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10
6/4/2019	8/15/2023	5154	Senior Human Resources Analyst	CONFIDENTIAL	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
6/4/2019	8/15/2023	5154	Senior Management Analyst	CONFIDENTIAL	39m	Salaried	44.98	7796.33	93555.96
							57.21	9916.94	119003.23
6/4/2019	8/15/2023	5401	Special Projects Administrator	CONFIDENTIAL	35m	Salaried	41.40	7176.04	86112.48
							52.66	9127.93	109535.10

MANAGEMENT AND CONFIDENTIAL SERIES
EMPLOYEE VOLUNATRY ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement"), is between the City of El Segundo ("Employer" or "City") and _____ ("Employee") (collectively "Parties" or "Party" as may be appropriate.) Employer and Employee agree to the following terms and conditions.

1. **Consideration.** In exchange for a total of bonus payment of \$10,000, Employee agrees to arbitration as the sole and exclusive remedy for the Arbitrable Claims defined below.

- a. Payment of \$10,000 is to be paid within 30 days of Employee's delivery of an executed Agreement to the City. Employee shall not be entitled to receive more than \$10,000 in payment pursuant to this Agreement, even if Employee's employment is terminated and the Employee subsequently becomes re-employed by the City.
- b. Once the Employee receives a payment under this Agreement, all Arbitrable Claims shall be subject to the arbitration process outline below.

2. **Applicable Law.** The Employee and Employer agree that the Arbitrable Claims defined below shall be submitted to and determined exclusively by binding arbitration under the California Arbitration Act, ("CAA") (Cal. Code Civ. Proc. sec. 1280 et. Seq. Employer and Employee understand and agree that they are knowingly and intentionally giving up any right that they may have to a court trial by judge or jury with regard to the Arbitrable Claims.

3. **Arbitration Procedure.** The Parties shall have the right to conduct discovery pursuant to Cal. Code Civ. Proc. sec. 1283.05 (including all of the CAA's other mandatory and permissive rights to discovery). Nothing in this Agreement 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. 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. 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.

4. **Definition of Arbitrable Claims.** The following shall be Arbitrable Claims:
- a. Appeals of Dismissals, Demotions, and/or Suspensions without Pay Longer than Six (6) Days, Brought by Executive, Mid-Management, and Confidential Employees: the City shall submit timely appeals of dismissals, demotions and suspensions without pay longer than six (6) days to binding arbitration, pursuant to this Agreement.
 - i. An employee who has been dismissed, demoted, or suspended longer than six (6) days, shall have ten (10) calendar days following written notification of the dismissal, demotion or suspension in which to file an appeal. The written appeal must be submitted to the City Manager.
 - ii. Upon receipt of a timely request for appeal of the dismissal, the City and employee may either mutually select an arbitrator or request a list of seven (7) arbitrators registered with the California State Conciliation and Mediation Service or some other mutually agreed upon source. The Parties shall agree to a mediator within ten (10) days of the timely appeal, unless the Parties mutually agree to extend this time period.
 - iii. The role of the arbitrator shall be to determine if the dismissal is consistent with just cause. The arbitrator shall hold a hearing at which both sides may present their arguments and evidence, including witnesses and subsequently issue a written decision. The hearing shall commence within 120 days of selection by the Parties, unless the Parties mutually agree to extend this time period.
 - iv. The decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall issue his/her decision in writing within thirty (30) days of the closing of the hearing.
 - v. The costs of the arbitration/hearing (court reporter, arbitration hearing transcripts) shall be divided in half (50/50) between the City and employee. Attorney's fees, staff time and witness fees shall not be shared between the Parties and shall be paid by the Party that incurred the cost.
 - b. 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 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 Agreement 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.

- c. Notwithstanding the provisions of this Agreement, Employee 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.

5. **No Arbitration of Class, Collective or Representative Actions.** To the fullest extent permitted by law, no form of class, collective, or representative action shall be maintained pursuant to this Agreement 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.

6. **Arbitration Costs.**

- a. For arbitrations for appeals of dismissals, demotions, and/or suspensions without pay longer than six (6) days, the Employee and Employer agree to split the costs of arbitration evenly (see section 4.a.).
- b. For arbitrations of disputes for Arbitrable Claims as set out in section 4.b., the City shall bear the costs of any arbitration, including the compensation of the Arbitrator, all of the Arbitrator's administrative expenses, and CSR transcripts for arbitration hearings.
- c. For any arbitration conducted pursuant to this Agreement, 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, including without limitation deposition related costs.

7. **Term of Agreement.** This Agreement shall continue in full force and effect for the duration of Employee's current employment by Employer and the duration of any subsequent re-employment of Employee by Employer and also survives after the termination of the Employee's current or employment or subsequent re-employment. This Agreement does not create any express or implied contract of employment and nothing in this Agreement is intended to alter the at-will employment status of Employee.

8. **Integration.** This Agreement sets forth the Parties' mutual rights and obligations with respect to the resolution of Arbitrable Claims. It is intended to be the final, complete, and exclusive statement of the terms of the Parties' agreements regarding this subject. This Agreement supersedes all other prior and contemporaneous agreements and statements related to the resolution of Arbitrable Claims, whether written or oral, express or implied, on this subject, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Employer, now or in the future, apply to Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by Employee and Employer. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10. **Severability.** If a court or Arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of this Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

11. **Jurisdiction and Venue.** All arbitrations of Arbitrable Claims shall be heard in Los Angeles County, California, and all court proceedings arising out of this Agreement shall be filed in Los Angeles County, California.

"EMPLOYEE"

"EMPLOYER"

CITY OF EL SEGUNDO

Signature of Employee

Signature of Employer Representative

Printed Name of Employee

By:

Name/Title of Employer Representative

Dated

Dated