

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
PUBLIC ATTORNEYS UNION
2017 – 2020

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ARTICLE I. GENERAL PROVISIONS

1.01. Parties to Memorandum

This Memorandum of Understanding (“MOU” or “Agreement”) has been negotiated in accordance with the Meyers-Milias-Brown Act (“MMBA”, Government Code Section 3500 et. seq.), and has been executed by the City Manager on behalf of the City of Santa Monica (“City”) and by authorized representatives of the Public Attorneys Union (PAU), on behalf of City Attorney employees occupying the line-item Deputy City Attorney classifications, excepting the City Attorney and Assistant City Attorney.

1.02. Purpose

The parties agree that the purpose of this MOU is: to promote and provide harmonious relations, cooperation and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving differences that may arise under this MOU, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by PAU.

1.03. Term of Agreement

This MOU shall be effective as of the 1st day of July, 2017 and shall remain in full force and effect until the 30th day of June, 2020. This agreement shall be renewed automatically from year to year thereafter unless either party notifies the other in writing not later than March 1, of the desire to terminate or modify this Agreement. In the event such notice is given, both parties shall present their requested modifications prior to the first scheduled meeting. Both parties agree to make every effort to schedule the first meeting no later than April 1, with a signed Agreement desired by July 1.

1.04. City Council Approval

It is, however, the mutual understanding of all the parties hereto that such Memorandum of Understanding is of no force or effect whatsoever unless or until ratified and approved by resolution duly adopted by the City Council of the City of Santa Monica.

1.05. Recognized Employee Association Name

The Public Attorneys Union (PAU) is hereby acknowledged as the Recognized Employee Organization representing only the line-item Deputy City Attorney classifications, excepting the City Attorney and the Assistant City Attorney. It is the mutual understanding of the parties hereto that acknowledgment of PAU:

- A. Does not preclude employees in such job classifications from representing themselves individually in their employment relations with the City;

- B. Does not preclude or restrict the right of management officials to meet and consult with employees in such job classifications concerning their employment relations with the City.

1.06. Scope of Representation

The scope of representation of the Recognized Employee Organization shall include all matters relating to employment conditions and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order and shall be exercised or performed in compliance with the City's employer-employee relations rules and applicable law..

1.07. Full Understanding, Modification and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this Agreement. Parties are not bound by any past practices or understandings of either party unless such past practices or understandings are specifically stated in this MOU except that provisions or conditions not specifically changed in this or previous MOU's shall be as prescribed by the civil service provisions of the Santa Monica Municipal Code.

1.08. Management Rights Reserved

The City Attorney retains all rights not specifically modified or limited by this Agreement, including, but not limited to the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees;
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted;
- E. Determine the overall mission of the unit of government;
- F. Maintain and improve the efficiency and effectiveness of government operations;

- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.

1.09. Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or unlawful by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or unlawful provision.

Should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter provision or Civil Service Rule and Regulation which would make any applicable provision invalid or unlawful, then such provision of this MOU shall be automatically terminated, but only to the extent of its invalidity or unlawfulness. The remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

1.10. Captions for Convenience

The captions herein are for convenience only and are not a part of the MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

1.11. Non-Discrimination/Harassment and Equal Employment

The Association and the City agree to adhere to the workplace policies set forth in the City of Santa Monica Administrative Instructions regarding anti-discrimination and anti-harassment as well as applicable Federal and State anti-discrimination and equal employment opportunity laws.

Employees shall not be subject to intimidation, retaliation, coercion, or discrimination for exercising their legitimate rights under these policies.

1.12. Definitions

The following definitions are to be applied to the interpretation of this MOU:

- A. "Completed Calendar Month of Service" shall mean a calendar month in which an employee has been in pay status or eleven or more working days.
- B. "Compressed Work Schedule" shall mean a work schedule in which a full-time employee is assigned a total of eighty (80) regularly scheduled work hours in nine (9), or less, days in a given two-week (i.e., two work week) period.

- C. "Date of Entrance Anniversary" shall mean the date which recurs annually after the date of entry into a line-item position covered by the MOU, either by original employment, re-employment or promotion. The date of entrance for employees with broken service shall be considered as the date on which the last unbroken service in the classification was effective.
- D. A "full-time" employee is an incumbent of a line-item position budgeted in the annual budget of the City of Santa Monica for a full-time work week.
- E. "Full-Time Work Week" shall mean forty (40) hours within the seven (7) consecutive days (i.e., seven consecutive 24-hour periods) established as the work week for the affected employee(s).
- F. "In Pay Status" shall mean earning pay.
- G. "Line-item position" shall mean a position which is:
 - (1) specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica; and
 - (2) eligible to accumulate vacation, sick leave, and other time off in proportion to the percentage of the full-time (40) hour work week. Other fringe benefits shall be provided to part-time employees covered hereunder as if they were employed on a full-time basis.
- H. "Nearest Dollar" shall mean the next lower dollar in a monthly rate when the computed amount is 49 cents or less and the next higher dollar when the computed amount is 50 cents or more.
- I. A "part-time" employee is an incumbent of a line-item position budgeted in the annual budget of the City of Santa Monica for less than a full-time work week.

A part-time employee shall be compensated in the same proportion as the number of hours budgeted for the employee's position bears to the full-time work week. Compensation shall include base salary, city-paid contributions into the city's 401(a) plan (as set forth in Section 3.03 of this Agreement) and bilingual bonus. Any part-time employee covered herein who, as of June 30, 1995, was receiving a higher proportion of the city-paid contributions into the City's 401(a) plan than would be provided pursuant to this section shall continue to receive the higher proportion as long as the employee continues to hold a position which is budgeted as a part-time position in the City of Santa Monica's annual budget. Part-time employees shall accrue vacation, sick leave and other time off in the same ratio as the number of hours budgeted for the employee's position bears to the full-time work week.

With the exception of compensation and accrued leave time, as set forth in the preceding paragraphs of this subsection, the part-time employee shall receive all other employee benefits as if he-she were employed on a full-time basis.

J. "Pay" shall mean compensation for regular hours worked, sick leave, bereavement leave, personal leave, vacation, holidays, and/or jury duty.

K. "Permanent Employee" shall mean:

- (1) A person who is legally an incumbent of a line-item position, full or part time; or
- (2) An incumbent of a line-item position on authorized leave of absence from a regularly budgeted position which position is held pending the employee's return.

The term "permanent employee" shall not be construed to imply a guarantee of continued employment, and employees covered herein are not subject to the Civil Service provisions of the Municipal Code and City Charter relative to appointments, suspensions, demotions, discharges, or layoffs.

L. "Salary Range" shall mean the normal monthly pay scale (or bi-weekly equivalent) assigned to each employment position classification within the City work force.

The "salary range" for Deputy Attorney II and Deputy Attorney III shall be a five-step salary range that is established to bear the following percentage relationship to salary range step 5 computed to the nearest dollar.

- Step 1 - 81% of step 5
- Step 2 - 85% of step 5
- Step 3 - 90% of step 5
- Step 4 - 95% of step 5
- Step 5 - 100%

M. "Satisfactory Service" shall mean the attainment of an Overall Rating of not less than "Satisfactory" on the performance report associated with the employee's most recent date of entrance anniversary.

N. "Working Day" as used in the section of this Agreement pertaining to vacation accrual (Section 4.02) and sick leave accrual (Section 4.03) shall mean eight (8) hours.

1.13. Overpayment Remedy

Permanent employees covered herein shall reimburse the city for any overpayment of wages or benefits. Said reimbursement shall not be required until

the City notifies the affected employee in writing. Reimbursement may be accomplished by a lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method mutually acceptable to the employee and the City, except that the lump-sum deduction shall be required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.14. Payments at Termination

When employees covered herein leave the service of the City of Santa Monica, they shall be entitled to lump sum payoff of vacation leave and unused Professional Leave days only. No claim shall be made against the City for the use or payment of compensatory time or unused sick leave, nor shall the effective date of termination be extended by the use of compensatory time, sick leave, vacation, or other leave days.

ARTICLE II. COMPENSATION

2.01. Effective Date of Pay Increase

All negotiated pay increases and salary related benefit increases specified in this Agreement shall become effective at the beginning of the first pay period of the fiscal year indicated unless otherwise specified herein.

2.02. Salaries

Salaries of employees in job classifications covered herein shall be on a monthly rate, paid on a bi-weekly equivalent basis.

- A. Effective July 1, 2017, each employee shall receive a general salary increase (also known as a cost of living adjustment) of 1.5%.
- B. Effective July 1, 2018, each employee shall receive a general salary increase (also known as a cost of living adjustment) of 1.5%.
- C. Effective July 1, 2019, each employee shall receive a general salary increase (also known as a cost of living adjustment) of 1.5%.
- D. New hires shall be assigned to the classification and salary step most appropriate for their education and experience and for the nature of the work to be performed as evaluated by the City Attorney.

The salaries for the represented classifications effective July 1, 2017 are as follows:

Class Title	Step	Hourly Rate	Monthly Rate	Annual Rate	Bi-Weekly Rate
Deputy City Attorney I	1	47.05	8,155.00	97,860.00	3,763.85
	2	49.66	8,608.00	103,296.00	3,972.92
	3	52.28	9,061.00	108,732.00	4,182.00
Deputy City Attorney II	1	58.68	10,171.00	122,052.00	4,694.31
	2	61.58	10,673.00	128,076.00	4,926.00
	3	65.20	11,301.00	135,612.00	5,215.85
	4	68.82	11,929.00	143,148.00	5,505.69
	5	72.44	12,557.00	150,684.00	5,795.54
Deputy City Attorney III	1	90.90	15,756.00	189,072.00	7,272.00
	2	95.39	16,534.00	198,408.00	7,631.08
	3	101.00	17,507.00	210,084.00	8,080.15
	4	106.61	18,479.00	221,748.00	8,528.77
	5	112.22	19,452.00	233,424.00	8,977.85

- E. Normal progression through each salary range (i.e. Deputy Attorney I, Deputy Attorney II, and Deputy Attorney III) shall be at the discretion of the City Attorney. Advancement from Deputy Attorney I to Deputy Attorney II and Deputy Attorney III shall be considered a promotion rather than a step increase. Said promotions shall be at the discretion of the City Attorney. The City Attorney shall exercise his or her discretion in a manner which is reasonable and consistent with Section 5.03B.
- F. An employee assigned as Chief Deputy of a division shall receive Management Incentive Pay as compensation earnable for the special work assignment and for the unique nature of their job, which includes managing the Division and supervisory duties, performed during normal work hours. Management Incentive Pay as compensation earnable is defined in California Government Code 20636 (C) and 2 California Code of Regulations 571 and shall be equal to an additional 10% of their annual base salary per year. This Management Incentive Pay will be paid on a bi-weekly basis.

2.03. Accounting for Time Worked

Employees covered herein are exempt employees under the professional employee exemption of the Fair Labor Standards Act (FLSA) as it may be applicable to public agency employees. As a result, employees covered herein will not have to account for their work time on an hourly basis but must account for each full day of absence and must work full-time, with full time being defined as at least forty (40) hours per the "full-time work week" designated for the affected employee(s), unless the employee(s) have requested and obtained part-time status.

2.04. Bilingual Bonus

Qualified employees who meet the criteria set forth herein shall receive a bilingual skill pay of \$50.00 per month. To receive bilingual pay the following criteria must be met:

- (1) The employee must be assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language.
- (2) An employee must regularly utilize such skills during the course of his/her duties or upon request of City management.
- (3) In order to receive bilingual bonus, an employee must be certified as qualified by examination administered by the Human Resources Department.

An employee who has not been certified and qualified and is not receiving bilingual skill pay will not be required to utilize this skill except in an emergency situation.

If an employee qualifies for bilingual bonus for Spanish and is required to regularly use said skill during what are determined by the Human Resources Department to be emergency or emergency-related situations, he/she shall receive an additional fifty dollars (\$50.00) per month, for a total of one-hundred dollars (\$100.00) per month.

ARTICLE III. SUPPLEMENTAL BENEFITS

3.01. Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees covered hereunder is set forth in an umbrella agreement which covers City bargaining units represented by the Coalition, which is comprised of the following City bargaining units: Administrative Team Associates (ATA), Management Team Associates (MTA), Supervisory Team Associates (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA) and United Transportation Union (UTU), as well as members of the Executive Pay Plan (EPP) and the employees represented by the Santa Monica Firefighters, Local 1109, IAFF.

B. Dental Insurance

Dental insurance coverage shall be provided at no cost to employees and their eligible dependents provided that employees covered herein participate in the City offered dental insurance programs. The City retains the right to change the provider of this benefit.

C. Vision Insurance

The City agrees to provide vision care insurance, at no cost, to employees covered herein. The City retains the right to select the provider and to set the levels of coverage for said vision care insurance plan. The City also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under the plan without meeting and conferring.

3.02. Retirement

The City is a contract member of the Public Employees' Retirement System (PERS), and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS approved by the Santa Monica City Council. The terms and conditions regarding CalPERS retirement and optional benefits for miscellaneous employees represented by MTA, STA, ATA, MEA, PAU, PALSSU, SMART-TD, Teamsters, and EPP participants, are covered by the Umbrella Agreement between the City and a Coalition of those recognized employee organizations and are hereby incorporated into this MOU.

- A. Tier 1 employees hired by the City before July 1, 2012, are provided the following retirement benefits:

- (1) The 2.7% @ 55 benefit formula with a final compensation period calculated as the 12 consecutive months of compensation earnable selected by the employee, as specified in California Government Code Section 20042.
 - (2) The City pays the entire member contribution equal to 8% of compensation earnable and reports the value of that employer-paid member contribution (EPMC) to CalPERS as compensation earnable pursuant to California Government Code Section 20636(c)(4). In return, each employee shall contribute to the City the added cost resulting from paying employer and employee retirement contributions on the EPMC, which is an amount equal to the product obtained by multiplying the value of the EPMC by the sum of 8% plus the City's prescribed annual contribution rate to CalPERS.
 - (3) Employee contributions include (1) a portion of the required employer contribution equal to 6.7% of compensation earnable as cost-sharing pursuant to Government Code Section 20516(f) and (2) the cost for the enhanced benefit of EPMC as described above in Section 3.02.A.(2).
- B. Tier 2 employees hired on or after July 1, 2012, are provided the following retirement benefits:
- (1) The 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement or another 36 consecutive month period designated by the employee, as specified in California Government Code Section 20037.
 - (2) Employee contributions include the entire required member contribution equal to 7% of compensation earnable.
- C. Employees hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522.04(f)), are provided the following retirement benefits:
- (1) The 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement or another 36 consecutive month period designated by the employee as specified in California Government Code Section 7522.32.
 - (2) "New members" shall be required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. Should the total normal cost of the plan change by one percent or more from the base total normal cost

established for the plan, the new member rate shall be 50% of the new normal cost rounded up to the next highest quarter percent.

The terms and conditions pertaining to other optional CalPERS benefits, including but not limited to Fourth Level of 1959 Survivor Benefit as set forth in Government Code Section 21574 and the Pre-Retirement Optional Settlement 2 Death Benefit as set forth in Government Code Section 21548, will apply to all employees.

3.03. Supplemental Retirement Plans

The City has established and maintains a deferred compensation plan pursuant to the provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Each employee covered herein, at his or her sole discretion, may defer and have deposited into the City's 457 plan a portion of his or her compensation up to the maximum amount permitted by law.

The City has established and agrees to maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. The City shall contribute four hundred dollars (\$400) per month into the 401(a) plan on behalf of each full-time employee covered herein and any part-time employee who qualifies for a contribution equal to that of a full-time employee, as defined in Section 1.12 of this Agreement. Each employee who is participating in the 401(a) plan shall contribute two hundred and sixty-seven dollars (\$267.00) per month into the 401(a) plan. In addition, effective January 1st of any subsequent calendar year in which this Agreement is in effect, PAU may elect to implement a different mandatory employee contribution into the 401(a) plan by providing notice to the City of its desire to do so at least three (3) weeks prior to the beginning of the calendar year.

As of January 1st of 2007, the City contribution into the 401(a) plan, which is four hundred dollars (\$400) per month, will be rolled into salary step 5 of the Deputy Attorney III salary range. With that change, there would be a mandatory employee contribution of at least four hundred dollars (\$400) per month into the 401(a) plan, with the amount of the mandatory employee contribution being the same for each employee.

Each employee who is participating in the 401(a) plan shall also contribute an additional two hundred and sixty-seven dollars (\$267.00) per month in the 401(a) plan. In addition, effective January 1st of any subsequent calendar year in which this Agreement is in effect, PAU may elect to implement a different mandatory employee contribution into the 401(a) plan by providing notice to the City of its desire to do so at least three (3) weeks prior to the beginning of the calendar year. If PAU elects to make this change, PAU must provide written notice to the City at least three (3) weeks prior to the beginning of the calendar year. In that written notice to the City, PAU may elect to implement a different additional mandatory employee contribution into the 401(a) plan as long as there is a minimum mandatory employee contribution of four hundred dollars (\$400) per month.

Mandatory employee contributions into the 401(a) plan will need to meet the requirements of the Internal Revenue Code.

3.04. Mileage Reimbursement

Reimbursement to employees for authorized use of personal automobiles on City business shall be at the rate established by the City Council.

3.05. Bar Dues

The City shall pay each attorney's California State Bar dues required to practice law in the State of California. The City shall also pay for one local bar association dues at each attorney's option.

3.06. Professional Development

Employees covered herein shall be eligible to receive reimbursement for registration at legal seminars and training sessions, inclusive of reasonable travel, parking or accommodation expenses, provided that the seminar or training meets the following criteria, as determined by the City Attorney: 1) is related to the practice of municipal law in an area of law pertaining to the employee's work duties; and 2) the cost of the training is reasonably related to the benefit of the training to the City; and the employee has received the prior approval of the City Attorney for said reimbursement. Training tapes and/or books or pamphlets may be acquired under the terms of this Section provided that such materials remain the property of the City. Each employee covered under this Agreement shall be required to attend at least one (1) professional development or training session per each fiscal year. In addition, the City will provide employees covered herein with opportunities to meet whatever mandatory requirements are established by the California State Bar with regard to continuing education either by paying the cost of the required courses or through offering self-directed studies.

3.07. Long Term Disability Insurance

The City will continue to offer employees covered herein participation in a long term disability plan provided at City expense. As of the first of the month following ratification of this Agreement by both parties, the City agrees to modify the current long term disability insurance plan to provide long term disability insurance benefits which will be equal to 60% of either the employee's base salary or \$8,200.00 per month, whichever amount is less, reduced by the employee's income from other sources.

3.08. Sick Leave Cash Out

Each employee covered herein has the annual option to be paid for certain unused sick leave on the terms noted below or to "bank" unused sick leave. Payment at the employee's base salary for the fiscal year during which the sick leave was

earned but not used, excluding any special assignment or bonus pay, shall be made only to employees on the payroll as of June 30 of that fiscal year.

Annual sick leave payoffs under this Section for employees with less than ten (10) years of service shall be made according to the following schedule:

<u>Sick Leave Days Used In the Fiscal Year</u>	<u>Sick Leave Days Payable At Fiscal Year End</u>
2	6
3	5
4	4
5	3
6	2
7	1
8 or more	0

Annual sick leave payoffs under this Section for employees with ten (10) or more years of service shall be made according to the following schedule, providing there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

<u>Sick Leave Days Used In the Fiscal Year</u>	<u>Sick Leave Days Payable At Fiscal Year End</u>
2	12
3	11
4	10
5	9
6	8
7	7
8	6
9	5
10	4
11	3
12	2
13	1
14 or more	0

It is mutually acknowledged by the parties that the use of Code 40 or other time off not appropriately scheduled in advance will disqualify an employee from eligibility for payment under this Section.

Sick leave for which payoff is received shall be considered "used" in that it will not be added to the "bank" (or if added to the "bank" prior to the payoff date shall be removed from the "bank").

3.09. Term Life Insurance

The City agrees to maintain a term life insurance plan for permanent employees covered herein, with individual coverage of twice the employee's annual base salary. The term life insurance premium will be provided to employees at no cost. Employees will be responsible to pay any tax liability through payroll deductions as a result of this fringe benefit.

ARTICLE IV. LEAVES

4.01. Paid Holidays

Employees occupying the line-item positions covered herein shall receive paid holidays as follows:

- New Year's Day - January 1
- Martin Luther King's Birthday - Third Monday in January
- Washington's Birthday - 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
- The Friday Following Thanksgiving Day
- The Half-Day immediately before Christmas Day
- Christmas Day - December 25
- The Half-Day immediately before New Year's Day
- One Non-Cashable Floating Holiday
- One Cashable Floating Holiday
- All other holidays declared by the City Council

The cashable floating holiday becomes available at the beginning of the fiscal year and must be taken before the end of the fiscal year. Only those employees who are on the payroll at the beginning of the fiscal year shall be entitled to receive the cashable floating holiday for that fiscal year. If the floating holiday is not taken by the end of the fiscal year, it shall be paid to the employee on the final paycheck at fiscal yearend. A floating holiday which is cashed out at the end of the fiscal year shall be paid in an amount equal to eight (8) hours at the employee's straight-time base salary rate of pay.

A non-cashable floating holiday becomes available as of January 1. Only those employees who are on the payroll as of January 1 shall be entitled to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.

Whenever any day listed herein as a paid holiday falls upon the first or second day off of any employee who has two (2) consecutive days off, the day preceding shall be deemed the holiday if it falls on the first day off, and the day following shall be deemed the holiday if it falls on the second day off in lieu of the day listed. Whenever any day listed herein as a paid holiday falls upon any day off of an employee who does not have two (2) consecutive days off, the following day shall be deemed the holiday for such employee.

4.02. Vacation Leave

Employees occupying a regularly authorized full-time position of a permanent and continuing part-time position in any employment classification covered herein shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first six (6) calendar months of continuous service, six (6) working days.
- B. Thereafter, up to and including five (5) completed years of service, one (1) working day for each completed calendar month of service.
- C. Thereafter, up to and including ten (10) completed years of service, one and one-fourth (1.25) working days for each completed calendar month of service.
- D. Thereafter, up to and including fifteen (15) years of service, one and one-half (1.5) working days for each completed calendar month of service.
- E. Upon completion of fifteen (15) years of service and thereafter, one and three-fourths (1.75) working days for each completed calendar month of service.
- F. Except for permanent part-time employees, the total vacation accrual limit shall be three (3) times the employee's annual accrual. In the case of a permanent part-time employee, the total vacation accrual limit shall be thirty-six (36) days.
- G. An employee will be allowed to accrue up to ten (10) days or eighty (80) hours of personal leave in the event he/she reaches his/her vacation accrual limit and ceases to accrue vacation. The accrual rate for personal leave shall be the same as the employee's vacation accrual rate. The accrual of personal leave is not limited to a one-time accrual. The personal leave will not be subject to cash-out when the employee separates from City employment and can be carried over from year to year.
- H. Each employee has the annual option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option on two occasions each calendar year (on or about July 1 and the last paycheck in December), as follows:

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours per year</u>
Less than 5 years	Up to 60 hours
5 years or more	Up to 120 hours

Detailed breakdown of the maximum number of cashable hours allowed twice per year, on or about July 1st, and the last paycheck in December:

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours on or about July 1st</u>
Less than 5 years	Up to 30 hours
5 years or more	Up to 60 hours

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours on the last paycheck in December</u>
Less than 5 years	Up to 30 hours
5 years or more	Up to 60 hours

In order to exercise the cash-out option an employee must before the end of the preceding calendar year, designate the number of hours, up to the applicable maximum number of hours allowed, that he/she would like to cash out effective on or about July 1st, and the last paycheck in December. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation hours than the designated number of vacation hours, only available vacation hours at the time of cash-out will be processed.

4.03. Sick Leave

Sick leave shall be defined as in Section 2.04.570 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except that:

- A. Accrual of sick leave shall be as follows:
 - (1) Following the completion of the first six (6) calendar months of continuous service, six (6) working days.
 - (2) Thereafter, one (1) working day for each completed calendar month of service.
- B. Sick leave shall be defined as absence from duty because of the employee's illness; on the job or off-the-job injury; exposure of the employee to contagious disease as evidenced by certification from an accepted medical authority; medical or dental appointments of the employee or the employee's spouse, child, sibling, parent, grandchild, grandparent or the employee's registered domestic partner that could not be scheduled during non-work hours, with proper advance notification to the employee's supervisor; or illness or injury of the employee's spouse, child, sibling, parent, grandchild, grandparent or the employee's registered domestic

partner. For the purposes of this section, parents and children of the employee's spouse or domestic partner are covered by this provision.

4.04. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the City Attorney and the City Manager. Such leave may not exceed one (1) year's time. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it desirable for the City to retain his/her services even at the cost of some inconvenience to the City.

4.05. Military Leave

The City shall administer military leave in accordance with Federal and State law.

4.06. Workers' Compensation Leave

Employees covered herein who are entitled to receive disability payments under the Workers' Compensation Act of California for on-the-job injuries sustained in the performance of the duties of the employee's position, shall receive from the City during the first thirty (30) days of such disability absence payments in an amount equal to the difference between the disability payments received under the Workers' Compensation Act and the employee's full salary. For the next thirty (30) days of such disability absence, the employee shall receive from the City a payment in an amount equal to the difference between the disability payments received under the Workers' Compensation Act and seventy-five percent (75%) of the employee's salary. Such payments by the City shall be made without any deduction from accrued sick leave benefits. The City's obligation to make such payments shall not commence until the third day of such disability absence.

Should the City negotiate changes to the Workers' Compensation leave program with other City bargaining groups, with the exception of the Santa Monica Police Officers Association, the Santa Monica Firefighters, Local 1109, and the United Transportation union, Local 1785, those changes shall apply to the employees of PAU on the same effective date.

4.07. Jury Duty

Employees covered herein, when duly called to serve on any jury and when not excused therefrom, shall receive their regular compensation less all jury fees received excluding mileage for the time required to be spent on active jury duty. In recognition of the important and sensitive relationship between deputy city attorneys, individual judges and the court system as a whole, as well as with members of the public, called to jury duty, this compensation covers an unlimited amount of jury service time. Continuing this benefit will help present a positive

image of the City Attorney's Office to the courts and the public, and will demonstrate the City Attorney's Office's support for the jury system.

Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. The employee shall make every effort to cooperate with any request by the City Attorney or his/her designee to request a delay in jury service to accommodate important department work in progress. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

4.08. Bereavement Leave

Bereavement leave of not more than five (5) working days with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning spouse, the employee's domestic partner, child, children of the employee's domestic partner, step child, brother, sister, parent, step-parent, parent-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild. Bereavement leave of not more than three (3) working days with pay, shall be provided for absence from duty due to the death of an employee's sister-in-law, brother-in-law, uncle, aunt, niece, or nephew.

Requests by employees for an additional two (2) working days, for a total of five (5) days leave with pay, due to the death of a relative for whom only three (3) working days leave with pay is granted, shall not be unduly or unreasonably denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement this bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unreasonably denied by the City.

4.09. Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child who requires constant parental supervision shall be entitled to a leave of absence totaling four (4) months immediately following the child's birth or adoption and shall be returned to the same job classification occupied prior to the leave upon its expiration. Paid vacation leave or sick leave, if applicable, as well as unpaid leave shall be counted toward the four (4) month total. Paid sick leave can be used only if the requirements of this MOU or Section 2.04.570 (Sick Leave) of the Santa Monica Municipal Code are met. Additional leave may be requested under the provisions of this MOU governing leaves of absences without pay (Section 4.04).

Maternity leave is not the same as parental leave and shall be administered in accordance with State and Federal law.

4.10. Professional Leave

The City agrees to grant each permanent employee covered herein five non-cashable professional leave days, available July 1st of each fiscal year. Only those employees who are on the payroll as of July 1st are eligible to receive the non-cashable professional leave days for that fiscal year. Only three of the five non-cashable professional leave days may be carried over from year to year if not used in any given fiscal year. The employee shall not be compensated for unused non-cashable professional leave days at the end of the fiscal year.

The City agrees to grant each permanent employee covered herein two (2) cashable professional leave days per fiscal year. The two (2) professional leave days shall be earned in increments with one (1) available July 1 of each year and one (1) additional day available January 1 of each year. An employee must be on the payroll as of the date on which the cashable professional leave day becomes available in order to be eligible to receive the professional leave day. A professional leave day shall be payable to the employee, upon request of the employee during the last pay period in December. Any unused cashable professional leave days shall be payable to the employee, upon request of the employee in the last pay period of the fiscal year. A paid professional leave day shall mean eight (8) hours at the employee's base salary rate of pay.

Each employee covered herein who is required, by the scheduling requirements of the court system, to work Monday through Friday of each calendar week, shall be entitled to receive five (5) additional non-cashable professional leave days to over and above those described above. The five (5) additional non-cashable professional leave days shall be earned in increments with three (3) days available July 1 of each year and two (2) additional days available January 1 of each fiscal year. An employee must be on the payroll as of the date on which the professional leave days becomes available in order to be eligible to receive the professional leave days. These five (5) additional non-cashable professional leave days shall not be accruable from year to year if not used in any given fiscal year, nor shall the employee be compensated for unused non-cashable professional leave days at the end of the fiscal year. Any unused non-cashable professional leave days shall be forfeited at the end of the fiscal year. In the event that the City Attorney's Office places an employee who would normally be required to work Monday through Friday as of result of the scheduling requirements of the court system on a compressed work schedule, said employee would no longer be entitled to receive additional non-cashable professional leave days once his/her work schedule has been changed.

ARTICLE V. WORKING CONDITIONS

5.01. Safety

The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations. The Recognized Employee Organization agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

5.02. Employee Parking

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single occupancy vehicle (SOV) driving, a parking cashout incentive shall be offered. Each PAU member shall have the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation and forego receiving a card or other parking identification placard in exchange for a monthly payment (cashout) in the amount of \$100. Employees will not be eligible for cashout if they drive alone (SOV) to work and park in an alternative location to their designated parking location.

In order to facilitate the need for parking cashout participants to drive to work and park occasionally, the City will provide a pay-per-use parking card (or other mechanism based on available technology) upon request by the employee to park in the Civic Center parking facility. The first five uses of the card per month will not be charged. Based on the number of times the employee drives to work alone (SOV) during the month, beginning with the sixth monthly usage of the card, the employee will be charged \$10 per use to be deducted from the following month's cashout payment. Participants receiving the cashout who park in uncontrolled lots will receive a day pass to park when needed. For each day pass issued, beginning with the sixth used each month, the employee will be charged \$10 per use to be deducted from the following month's cashout payment.

The cashout is currently taxable. If tax laws are modified to allow the cashout to be designated as pre-tax, the City will then provide the cashout as a pre-tax benefit. Employees receiving cashout may opt out of the program by notifying the program administrator and a parking card or identification placard shall be issued, which will be valid beginning the first day of the following month, and parking cashout will be cancelled.

This provision does not apply to employees who travel to and from work in a City provided vehicle on a regular basis.

This program will be implemented effective January 1, 2018

The employees covered by this Agreement recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the

City's Transportation Demand Management (TDM) Plan Ordinance. If members of the Bargaining Unit's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with PAU before any employee(s) would be subject to such a charge.

5.03. Performance Evaluations and Effect of Job Performance On Salary

- A. The City Attorney or his/her designee shall evaluate in writing the performance of employees covered herein on the following schedule:
 - (1) Once at the conclusion of the first six (6) months of employment.
 - (2) At the conclusion of the first year of employment.
 - (3) Annually thereafter on or about the employee's date of entrance anniversary.

- B. The City Attorney may authorize one or more salary step increases, as outlined in subsection E of Section 2.02, and/or promotion to Deputy Attorney II or Deputy Attorney III. The City Attorney shall consider the employee's productivity, quality of work and equity of the employee's pay when making a determination as to whether or not an employee merits a salary step increase or promotion. Prior to, or contemporaneous with, the employee's annual performance evaluation, the employee may submit a written request that he/she be considered for a step increase and/or promotion.

- C. An overall BELOW SATISFACTORY or NOT ACCEPTABLE rating may be given on the employee's prescribed periodic performance evaluation if the employee is rated BELOW SATISFACTORY or NOT ACCEPTABLE in one or more essential job functions, as established by the City Attorney, or in the employee's job performance taken as a whole. Notwithstanding any provision contained herein, there will be no increase in wages of any kind as a result of a less than satisfactory rating in one or more essential job functions, as established by the City Attorney, or in the employee's job performance taken as a whole. There will be no subsequent increases in wages until the less than satisfactory rating in an essential job function or the employee's job performance taken as a whole has improved to at least the SATISFACTORY level.

An employee who receives a less than satisfactory rating in an essential job function, as established by the City Attorney, or in the employee's overall job performance taken as a whole shall receive a follow-up evaluation in six (6) months to assess progress in correcting performance problems. A follow-up evaluation in which the job performance rating in the essential job

function or in the employee's overall job performance taken as a whole is still less than satisfactory may, at the sole discretion of the City Attorney, result in disciplinary action, including demotion or termination.

An employee who receives an overall performance evaluation rating of BELOW SATISFACTORY or NOT ACCEPTABLE may request review of the rating by a panel consisting of the Assistant City Attorney, Chief Deputy Attorney of the employee's division and a third Deputy Attorney of the employee's choice who shall review the rating and make recommendations to the City Attorney in writing. The City Attorney shall consider the recommendations of the panel and respond with his/her final decision including reasons, in writing.

- D. An employee who has reached the maximum base salary established for a Deputy Attorney III position and who has been at that salary step for at least one (1) year and whose most recent performance rating is overall ABOVE AVERAGE or better shall be eligible on his/her anniversary date to receive a performance bonus of one to ten percent (1% to 10%) of his/her annual base salary. In deciding whether to award a bonus payment to an eligible employee and, if so, in what amount, the City Attorney shall consider the quality, volume, difficulty and uniqueness of the employee's work; hours worked; and other relevant considerations, including, for instance, contributions to others' work, contributions to office development and equitable considerations. PAU and City Attorney may meet and confer to further delineate or refine these bonus criteria.

The performance bonus program shall only apply to those represented employees eligible as of July 1, 2012 for a performance bonus and to those existing employees who become eligible during the term of this Agreement.

During the fiscal year 2016-17, eligible employees shall receive a performance bonus based on a 5% maximum of his/her annual base salary for the period prior to July 1, 2017. During the fiscal year 2017-18, employees previously eligible for a performance bonus shall receive a prorated bonus based on a 5% maximum of his/her annual base salary for the period prior to July 1, 2017.

If the City Attorney or his/her designee fails to complete a performance evaluation by its due date, any step increase tied to the evaluation shall be retroactive to the pay period in which the evaluation was due. In addition, if the payment of any step increase, performance bonus, or other merit-based pay does not occur with forty-five (45) days of the date when the evaluation was due, the employee shall be paid interest at the average rate earned on the City's portfolio for the period from the forty-sixth (46th) day after the due date until the date on which the employee receives the merit pay.

Under the terms of this agreement the performance bonus program detailed above shall cease effective June 30, 2017. This shall not preclude the parties from making proposals in this area during negotiations for a successor to this memorandum of understanding.

5.04. Employment Separations

A. Reductions in Force

PAU, and each affected member of PAU, shall be provided thirty (30) days' actual, written notice of any reduction in force (i.e., layoff resulting from a reduction of the number of Deputy City Attorney positions budgeted in the City's Adopted Budget) by the abolition of any position(s) held by non-temporary employee(s). No employees shall be terminated pursuant to this provision prior to expiration of the notice period.

ARTICLE VI. EMPLOYER/EMPLOYEE RELATIONS

6.01. Payroll Deductions

It is mutually understood and agreed that the City will, subject to the provisions of Ordinance No. 801 (CCS) and during the term of this MOU, deduct monthly and remit to the office or officer designated in the employee payroll deduction authorization any dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident insurance premiums.

6.02. Reasonable Notice

A copy (via the United States Postal Service or e-mail) of the City Council and/or Personnel Board agenda for each meeting mailed or sent by e-mail to the authorized representative of the Recognized Employee Organization shall constitute reasonable written notice, and notice of an opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

6.03. Time Off for Association Business

Authorized Association representatives shall be allowed to utilize a total for forty (40) hours of time off with pay during each calendar year to conduct necessary Association business. These forty (40) hours per annum represent the aggregate maximum use for all authorized representatives of the Association per annum.

6.04. Grievance and Complaint Policy

In the event any grievances, disputes, or disagreements arise concerning the interpretation or application of the terms of this MOU, such grievances, disputes or disagreements -- with the exception of those complaints covered in Section 5.03 (Performance Evaluations) -- shall be resolved as follows:

Grievances, disputes or disagreements concerning the interpretation or application of the terms of this MOU shall be resolved, if possible, by meeting and conferring in good faith. If unresolved by such meetings within five (5) working days the parties shall consider submitting such issues to mediation as provided by Ordinance No. 801 (CCS). If either party cannot agree to mediation with five (5) working days, the parties shall then select a grievance board made up of one (1) representative of PAU, one representative from management, and a third who shall be a member of the State Conciliation Service who shall also act as chairperson. The decision of the board shall be binding subject to approval of the City Council.

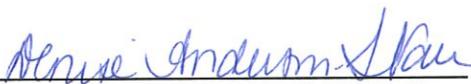
6.05. Re-Opener

During the term of this agreement, upon request from either the City or PAU, and to the extent required by law, the parties shall meet and confer in good faith regarding implementation of the City's new Payroll/HR program with consideration

of possible adjustments to language or processes as they relate to payroll and human resources practices.

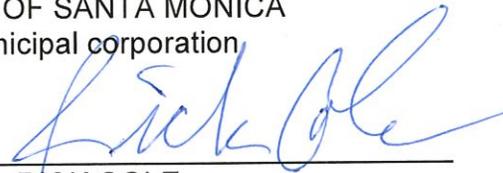
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 4th day of April, 2018.

ATTEST:



DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA
a municipal corporation

By: 

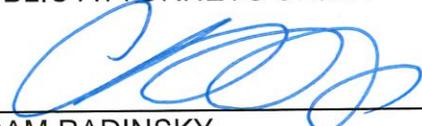
RICK COLE
City Manager

APPROVED AS TO FORM:

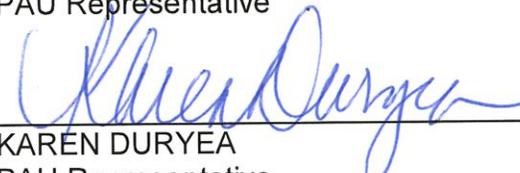


LANE DILG
City Attorney

PUBLIC ATTORNEYS UNION



ADAM RADINSKY
PAU Representative



KAREN DURYEA
PAU Representative



MATHEW POLIN
PAU Representative

Public Attorneys Union (PAU)
MOU 2017-2020, Contract No. 10544 (CCS)