

Contract No 10314 (CCS)

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA MONICA, CALIFORNIA  
AND  
ADMINISTRATIVE TEAM ASSOCIATES  
2016-2017

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## ARTICLE I: GENERAL PROVISIONS

### 1.01 Parties to Memorandum

This Memorandum of Understanding (MOU) has been prepared pursuant to the terms of Ordinance No. 2494 (CCS) of the City of Santa Monica, which Ordinance, or its successor, is hereby incorporated by reference as if fully set forth herein, and has been executed by the City Manager on behalf of management officials of the City and by the ADMINISTRATIVE TEAM ASSOCIATES (ATA), and on behalf of employees occupying the line-item position classifications set forth in Exhibit A, which is attached hereto and made a part hereof. However, as of July 1, 2002, only those job classifications which meet the criteria for professional and/or administrative exemption under the Fair Labor Standards Act (FLSA) shall be represented by ATA. As of July 1, 2002, incumbents in those job classifications that were determined to be non-exempt and who were "grand-parented" in ATA were transferred to the appropriate City bargaining unit. Each employee who was transferred to another bargaining unit shall retain the benefits set forth in this MOU that were in effect as of the end of FY2001-2002 as long as he/she continues to hold the position that was transferred.

In the event new job classifications are created which are proposed to be added to the ATA unit, the Municipal Employee Relations Officer, or his/her designee, will notify ATA prior to the Personnel Board and City Council considerations of the new classifications. If job classifications from another City bargaining unit are being transferred to the ATA unit, the Municipal Employee Relations Officer, or his/her designee, will notify ATA prior to that transfer occurring. The City intends to follow the Meyers Miliias Brown Act ("MMBA") and Ordinance 2494 in regard to notification and potential negotiations as it relates to adding classifications and/or deleting classifications from the ATA Bargaining Group.

### 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 which may arise under this memorandum, 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 ATA.

### 1.03 Term of Agreement

This MOU shall be effective as of July 1, 2016, and shall remain in full force and effect until June 30, 2017. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2017. Negotiations will be scheduled promptly following any such notification.

1.04 City Council Approval

This MOU 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 Administrative Team Associates (ATA) is hereby acknowledged as the Recognized Employee Organization representing only the permanent line-item position classifications set forth in Exhibit A (which is attached hereto and made a part hereof) pursuant to Ordinance No. 2494 (CCS), or its successor.

It is the mutual understanding of the parties hereto that acknowledgment of the ATA as the Recognized Employee Organization:

- A. Does not preclude employees in such line-item position 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 employment position 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 that the scope of representation shall be exercised or performed in compliance with the provisions of Ordinance No. 2494 (CCS), or its successor.

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 as outlined in Ordinance No. 2494 (CCS), or its successor. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this MOU. The 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 MOUs shall be as prescribed by the Civil Service provisions of the Santa Monica City Charter and the Santa Monica Municipal Code. Each party, for the term of this MOU, specifically waives the right to demand or petition for changes herein, whether or not the subjects were

known to the parties at the time of execution hereof as proper subjects within the scope of representation as outlined in Ordinance No. 2494 (CCS), or its successor.

#### 1.08 Management Rights Reserved

The City retains all rights not specifically delegated by this MOU, 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.
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

#### 1.09 Peaceful Performance of City Service

It is mutually understood and agreed that participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.

- A. It is further understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary

actions, may by action of the City Manager cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

- C. Neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Article shall apply for the same term as this MOU, or during any renewal or extension thereof. Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this MOU in addition to whatever other remedies may be to the City at law or in equity.
- D. The City agrees that there shall be no general lockout of bargaining unit members.

#### 1.10 Validity of Memorandum of Understanding

If any provision of any Section of this MOU is determined to be invalid or illegal 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 illegal 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 Santa Monica Municipal Code provision which would be applicable and contrary to any provision or any Section herein contained, then such provision of this MOU shall be automatically terminated, but 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.

#### 1.11 Captions for Convenience

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

#### 1.12 Non-Discrimination 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.

### 1.13 Definitions

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

- A. "Base Rate" shall mean the hourly rate for the employee's salary step excluding any special assignment, bonus pays or other compensation.
- B. "Completed Calendar Month of Service" shall mean a calendar month in which an employee has been in a paid status for 88 hours in two consecutive bi-weekly pay periods.
- C. "Compressed Work Schedule" shall mean a work schedule in which a full-time employee is assigned to work 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.
- D. "Date of Entrance Anniversary" shall mean the date which recurs annually after the date of entry into a position in the classified service of the City of Santa Monica, 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 was effective
- E. "Exempt Employee" is one who occupies a position in a classification that has been determined by the City to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA).
- F. "Full-Time Work Schedule" shall mean eighty (80) hours within the two (2) consecutive seven-day work weeks (i.e., payroll period) established as the two-week work schedule for the affected employee(s).
- G. "In paid status" is defined as earning pay through the City's active employee payroll system.
- H. "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 forty (40) hour week. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.
- I. Satisfactory Service shall mean the attainment of "Meets Standards" or above on the employee's most recent performance evaluation.

- J. "Municipal Employee Relations Officer" shall mean the City Manager.
- K. "Nearest Dollar" shall mean the next lower dollar when the computed amount is forty-nine (49) cents or less and the next higher dollar when the computed amount is fifty (50) cents or more
- L. "Pay" shall mean compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, administrative leave days, and/or jury duty.
- M. "Permanent Employees" shall mean:
  - (1) A person who is legally an incumbent of a line-item position, full or part-time; or
  - (2) A former 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. However, no permanent employee shall be denied the right to those due process protections appropriate to his/her status under the Municipal Code and City Charter and applicable State law.

- N. "Salary Range" shall mean the five-step (1 through 5) hourly or monthly pay scale (and the bi-weekly equivalent) assigned to each employment position classification within the City work force.
- O. "Salary Range Steps 1 through 5" for each line-item position classification within the City work force shall mean and be established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the range toward step 5 shall be in annual step increments contingent on meets standards.

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%

- P. "Service Date" shall be the employee's most recent date of employment as a permanent employee with the City of Santa Monica. Unless prohibited by the Family Medical Leave Act, or similar state and/or federal legislation, the employee service date shall be adjusted for any unpaid leave of absence which exceeds 30 calendar days, with the employee's service date being moved forward by the same number of days as the unpaid leave of absence. In the event a permanent employee separates from the City but is rehired within 12 months, the break in service between the last date of employment and the date on which the employee is rehired will be treated as an unpaid leave of absence for the purpose of establishing the employee's service date with the City.
- Q. "Working Day" as used in the sections of this MOU pertaining to vacation accrual (Section 4.02) and sick leave accrual (Section 4.03) shall mean eight (8) hours.
- R. "Y-rated" shall mean the maintenance of the employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range.

#### 1.14 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. The overpayment shall be reimbursed by payroll deductions over a time period equal to the time period the overpayment was made, or by any other reasonable repayment method mutually acceptable to the City and the employee. A lump-sum deduction shall be required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

#### 1.15 Payments at Termination

When permanent employees covered herein leave the service of the City of Santa Monica, they shall be entitled to lump-sum payoff of vacation leave, unused floating holiday, and unused accrued cashable administrative leave days only. No claim shall be made against the City for the use or payment of unused accrued sick leave, nor shall the effective date of termination be extended by the use of sick leave, vacation or other leave days.

#### 1.16 Compensation & Benefits for Part-Time Employees

Incumbents of line-item positions budgeted for a work week less than that defined as the full-time work week shall be compensated in that proportion of the compensation for full-time employment as the number of hours budgeted for that position bears to the full-time work week. Compensation shall include base salary, or any bonuses or skill pays provided by this MOU.

Incumbents of line-item positions budgeted less than full-time shall accrue vacation, sick leave, administrative leave and other time off in the same ratio as the number of hours the position is budgeted is to a full-time position. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.

1.17 Demotions

All demotions shall be in accordance with the City Charter and the Santa Monica Municipal Code.

## ARTICLE II: COMPENSATION

### 2.01 Effective Date of Pay Increase

Changes in salary and related benefits for promotions, demotions and acting pay changes shall become effective on the actual effective date of the action. All other salary and related benefit changes shall be effective on the first day of the pay period closest to the actual effective date of the action.

### 2.02 Salaries

Salaries of City employees in line-item positions shall be on a monthly rate, paid on a bi-weekly equivalent basis. In lieu of the bi-weekly equivalent to a monthly rate, the City Manager may fix the compensation of any position at an hourly rate. In positions for which the work week is forty (40) hours, the hourly rate shall be determined by dividing the bi weekly rate by eighty (80).

- A. Effective July 1, 2016, the base salaries of covered employees shall be increased by one and one half percent (1.5%) or the highest general salary increase (also known as a cost of living adjustment) received by any other miscellaneous (non-safety) City bargaining units.
- B. A given classification covered by this MOU will be eligible to receive an equity adjustment providing that the compensation study conducted by the City of Santa Monica substantiates the need for an equity adjustment to bring the salary range of that classification in line with the mean salary paid to the same classification found in comparable cities. Internal equity factors will also be taken into consideration, as deemed appropriate by the City, when determining whether or not an equity adjustment for a given classification is warranted. The City will be willing to receive and evaluate any salary comparison data that ATA might want to make available regarding an equity adjustment for a given classification. See Exhibit B for specific Classification and Equity procedures.

Once the City Manager has made his/her final decisions regarding the Human Resources Department's recommendations, the Human Resources Department will provide the department head and the employee whose position was studied with the City Manager's decision. The Human Resources Department will then notify ATA of the classification and/or compensation study decisions made by the City Manager.

### 2.03 Accounting for Time Worked

Employees covered herein are exempt employees as defined by the Fair Labor Standards Act (FLSA) as FLSA is applied to public agency employees. As a result, employees covered herein will not have to account for their work time on an hourly basis and will not be eligible to accrue paid compensatory time or be paid overtime. However, an employee may be required to indicate how much time he/she spends

on specific projects when that reporting is required for City accounting or disciplinary purposes.

Employees filling full-time budgeted positions will be expected to work full-time, with full-time being defined as eighty (80) hours per payroll period unless the employee has requested and obtained part-time status. Regardless of their exempt status, employees will need to account for absences based on the work schedule established for the employee's work unit. Except where an employee has been allowed to flex his/her full-time work schedule, the employee is required to work a full day based on their schedule on a given work day and use appropriate accrued leave to cover a partial day absence.

Where operationally possible, a department may allow, with approval of the employee's supervisor, an employee to "flex" his/her full-time work schedule if he/she is required to work unscheduled hours either during the employee's work week or on the employee's regularly scheduled day(s) off. Flextime is a scheduling arrangement that permits variations in an employee's starting and departure times or days worked, but does not change the overall total number of hours accounted for in a fiscal year. Employees are expected to coordinate flextime use with their supervisor. Documented abuse of this privilege may be cause for a supervisor to revoke or deny future use of flextime.

Employees who have been called back to work after leaving or on a day off, or who are assigned to work at a special pre-designated event that exceeds their full work week shall be entitled to accrue time off for the additional time worked on an hour-for-hour, straight time basis. The purpose of this time is for use at a later date. Employees must coordinate and obtain pre-approval from their supervisor before accruing or requesting the time off. This time off must be taken within a year of its accrual.

#### 2.04 Promotional Pay Rate

If a permanent employee covered herein is promoted and his/her salary is equal to or greater than the entrance salary of the promotional classification, the employee's salary shall be increased to the next higher salary rate which provides a minimum five (5) percent salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. In the event the promotion is to a supervisory position, the employee promoted shall receive not less than the next higher salary rate which provides a minimum five (5) percent increase above the highest salary rate being paid to any subordinate, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

#### 2.05 Reclassifications

A reclassification of a permanent employee covered herein to a higher level job classification will be considered a promotion and the employee's salary shall be

increased to the higher salary rate in the new classification which provides a minimum of five (5) percent salary increase. However, in no event shall the salary rate exceed the maximum salary rate for the new classification.

A reclassification of a permanent employee covered herein to a lower level job classification will not be considered a demotion, and the salary of the affected employee shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary. (Section 2.06, Y-Rating)

The employee shall be represented by the bargaining unit which represents the job classification to which the affected employee has been reclassified and the employee shall be covered by the terms and conditions of the Memorandum of Understanding between the City of Santa Monica and that bargaining unit.

## 2.06 Y Rating

When a personnel action, e.g., transfer to a position in another job classification as a result of a reorganization or reclassification to another job classification as a result of a change in duties, results in the lowering of the salary range of a permanent employee covered herein, the incumbent employee's salary shall be Y rated. "Y rated" shall mean the maintenance of the employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y rated salary. The employee shall be represented by the bargaining unit which represents the job classification to which the affected employee has been transferred as the result of a personnel action and the employee shall be covered by the terms and conditions of the Memorandum of Understanding between the City of Santa Monica and that bargaining unit.

The provisions of this Section shall not apply to a demotion in lieu of a layoff.

The salary increases set forth in Section 3.12 and 3.14 shall be provided to employees whose salaries have been Y-Rated.

## 2.07 Pay for Serving in a Higher Job Classification

When, in the determination of the Department Head or City Manager, it is necessary to specifically assign an employee the significant duties and responsibilities of a higher classification, the employee so assigned shall be compensated as follows:

- A. If the assignment is temporary due to the vacation, sick leave, jury duty or other temporary absence of the employee in the higher classification, and if the temporary assignment should last a minimum of fourteen (14) consecutive calendar days, the employee temporarily assigned shall receive the salary rate for the vacant classification at the lowest salary step that provides a minimum five (5) percent salary increase, provided,

however, in no event shall the salary rate exceed the maximum salary rate for the vacant classification being filled by the employee on a temporary basis. Said increase shall be retroactive to the first day of the temporary assignment.

The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying said compensation.

- B. If the position to be filled is vacant and there is no valid eligible list for the classification, the Department Head or City Manager, if he/she has initiated procedures to fill the vacancy on a permanent basis, may assign an employee who meets the minimum qualifications of the vacant position to fill the position on a temporary detail (acting) basis. The employee so assigned shall receive the salary rate for the vacant classification at the lowest salary step which provides an increase of at least five (5) percent over his/her current salary. In no event, however, shall the employee's salary rate exceed the salary range established for the vacant classification being filled by the employee on an "acting" basis. If an eligible list exists for the vacant position, the Department Head shall appoint an employee from the eligible list at the earliest possible date, and the provisions of this paragraph shall be applicable to the employee assigned to cover the vacancy in any interim period.

Nothing in this Section shall require the City to make temporary assignments of employees.

## 2.08 Skill Pay

The following provisions exist for added payment to employees covered herein who possess special skills not required of their classification specifications, providing that said special skills are utilized by the employee in the performance of his/her job:

- A. Professional Engineer or Architect State License

Civil Engineer Assistants, Civil Engineer Associates, Plan Check Engineers, Architectural Associates, Associate Project Managers and Urban Designers shall receive an additional \$165.00 per month above their salary rate if they are licensed by the State of California as a Professional Engineer or Registered Architect and use that expertise as a part of their regularly assigned duties. Such registration must be maintained by the employees and supplemented by regular, at least annual, courses in the appropriate discipline, or the skill pay will be stopped as of July 1 of the next fiscal year. Courses which will enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses will be subject to the tuition reimbursement or the professional

development section of this MOU. Additional positions may be determined to qualify for this skill pay during the term of the MOU.

B. Bilingual Skill Pay

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 their duties or upon request of City management.
- (3) To become qualified, an employee must be certified as qualified through examination administered by the Human Resources Department.

C. Professional Planning Registration

Principal Planners, Senior Planners, Planners, Senior Transportation Planners, Principal Transportation Planners, Associate Planners, Transportation Planning Associates, Assistant Planners and Special Projects Managers shall receive an additional \$50.00 per month above their salary rate after they receive an American Institute of Certified Planners certificate. Such certification must be maintained by the employees and supplemented by regular, at least annual, courses in the planning field of study, or the skill pay will be stopped as of July 1 of the next fiscal year. Courses which will enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses will be subject to the tuition reimbursement or professional development section of this MOU. Additional positions may be determined to qualify for this skill pay during the term of the MOU.

2.09 Supervisory Differential

A supervisory differential of 2.7% shall be paid to employees covered herein who are assigned to regularly supervise other employees in the same job classification and who are not covered under the terms of the Section of this MOU covering pay for serving in a higher classification.

2.10 Signing Bonus

The City and the Administrative Team Associates recognize that early settlement of the meet and confer negotiations process is beneficial. In recognition of the timely conclusion of the meet and confer process, the City

and ATA agree that a one-time lump sum payment (signing bonus), equivalent to \$728.00, shall be paid to all individuals in a job classification represented by ATA and employed with the City of Santa Monica on July 1, 2016. Such payment shall be paid as soon as practicable but no later than two pay-periods after following the effective date of this agreement. The parties acknowledge that the monies used to fund this bonus come from one time monies and that the signing-bonus is only in recognition of the meet and confer process for the 2016-2017 fiscal year.

This provision shall sunset following the one-time payment and no new employees hired after July 1, 2016 shall qualify for the bonus. This bonus is not considered "salary" and shall not be included or reported as compensation for purposes of retirement benefit calculations. This bonus shall be subject to all income taxes and withholdings required under state and Federal regulations.

## 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 Santa Monica Firefighters, Local 1109, IAFF.

#### B. Dental Insurance

Dental insurance coverage shall be provided at no cost to the employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs.

#### C. Vision Insurance

The City agrees to provide vision care insurance, at no cost, to employees covered herein and their eligible dependents. 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 that plan without meeting and conferring.

#### D. Employee Assistance Program

The City agrees to provide an employee assistance program, at no cost, to permanent employees and their eligible dependents provided that employees covered herein participate in the City provided employee assistance program.

### 3.02 Retirement

The City is a contract member of the Public Employees' Retirement System, and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contribution, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The City shall continue to pay on behalf of each permanent employee covered herein one-hundred (100) percent of the individual employee's share of the required

retirement contributions to PERS [eight (8) percent of the employee's "compensation" as defined by PERS legislation] for the term of this MOU.

These payments are not increases of salary and no salary range applicable to any of the affected employees shall be changed or be deemed to have been changed by reason of such payments; as a result, the City will not treat these payments as ordinary income and thus, will not withhold Federal or State income tax therefrom. The City's practice will be to report these payments as being those of the employees so that they will be credited to the particular employee's individual account with PERS and upon termination will belong to the employee.

It is agreed that if State and/or Federal procedures require reporting of these payments in any other manner, the parties will abide by such requirements.

In addition, the City of Santa Monica, as allowed by Government Code Section 20636(c)(4), will report to the Public Employees' Retirement System (PERS) as compensation earnable the monetary value of normal contributions paid by the City on behalf of each employee covered by this MOU (hereinafter referred to as the EPMC) pursuant to the provisions of Section 20691 of the California Government Code, as described above in this Section. In return, for employees covered herein, there shall be deducted from the net income of each employee the added cost to the City 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 a percentage equal to 8% plus the City's prescribed contribution rate to PERS (which is subject to annual adjustment).

### 3.03 Tuition Payment Program

The City will provide permanent full-time ATA employees reimbursement for the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to the approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided, however, that:

- A. The maximum amount per individual employee shall not exceed \$2,500 per fiscal year. A permanent part-time employee's maximum reimbursement will be pro-rated to the number of hours for which his/her position is budgeted.
- B. The course of study must be approved in advance by the Department Head and the Director of Human Resources.

- C. The course must be directed to qualify the employee for an employment position represented in the City work force or to enhance current job skills.
- D. The employee must exhibit some reasonable expectation of qualifying for the new position upon successful completion of the study course if that was the reason for the course.
- E. The tuition and other covered expenses shall be paid in advance by the City upon the pre authorization of the course by the Department Head and the Director of Human Resources.
- F. In no event shall the amount of this City-paid benefit be reduced when there is an outside source of aid except in those cases where the aid from any outside source, plus the amount of the City-paid benefit, exceeds the cost of tuition and study material for the approved study course.
- G. Only employees who have completed a probationary period with the City shall be eligible for this program.
- H. Courses covered by this provision must be taken on the employee's time or on authorized vacation leave.
- I. The procedure to be followed with regard to the administration of the tuition payment program shall be established by the Human Resources Department.
- J. In the event the employee does not pass the pre authorized course or separates from City employment before completing the course, the employee will be required to reimburse the City for any payment made by the City under this provision.

#### 3.04 Supplemental Retirement Plans

The City has established and shall maintain 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 a City 457 plan a portion of his or her compensation up to the maximum amount permitted by law.

#### 3.05 Mileage Reimbursement and Energy Conservation

Reimbursement to employees covered herein for the authorized use of a private vehicle for City business shall be made pursuant to the City's Mileage Reimbursement Administrative Instruction.

Employees are encouraged to participate in one of the City Rideshare programs.

3.06 Long Term Disability Insurance

The City agrees to maintain a long term disability insurance plan for permanent employees covered hereunder at no cost to the employee. The long term disability insurance benefits will be equal to 60% of either the employee's base salary or \$8,333.00 per month, whichever amount is less, reduced by the employee's income from other sources.

3.07 Sick Leave Cash Out

The employee has the annual option to be paid for certain unused sick leave on the terms noted below or to "bank" unused sick leave. An employee can also elect to split the number of sick leave days subject to buy back and can designate that a portion of those days, as specified by the employee, be placed in the employee's sick leave bank as opposed to being cashed out.

Payment at the employee's then current base rate for the fiscal year during which the sick leave was earned but not used shall be made only to employees working during the last payroll of the fiscal year as defined by the Finance Department. To qualify for payment an employee must have a sick leave "bank" of 12 days. For the purposes of this Section, "bank" shall mean sick leave earned in prior years and reported in the "Sick Leave Balance Brought Forward from Prior Contract Year" column of the "Vacation, Sick Leave and Compensatory Time" report issued by the Finance Department at the beginning of the fiscal year during which payable sick leave is earned.

Annual sick leave payoffs under this Section for employees with less than ten 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 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:

Sick Leave Days Used  
In the Fiscal Year

Sick Leave Days Payable  
At Fiscal Year End

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

For a part-time employee, the sick leave buy back schedule, as set forth in the preceding paragraphs, will be prorated in the same ratio as the number of hours budgeted for the employee's position bears to the full-time work week.

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").

Sick leave payoffs under this Section shall be made by separate check by the end of July following the fiscal year in which the payable sick leave was earned.

### 3.08 Vacation Cash-Out

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, as follows:

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours</u>
Less than 5 years	Up to 40 hours
5 years or more	Up to 80 hours

In order to exercise that option an employee must, prior to the end of the calendar year, designate up to the applicable maximum number of hours he/she would like to cash out in the ensuing calendar year. If the employee fails to make a designation, he/she will not be allowed to cash out any hours in the ensuing year.

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 leave than elected vacation hours, only available vacation hours at the time of cash-out will be processed.

For employees who elect to cash out vacation hours as specified above, those hours will be paid to the employee at the end of the fiscal year at the same time as the Sick Leave Buy Back Program.

### 3.09 Uniforms

- A. Each employee occupying a position in one of the following classifications, if required to wear a uniform, shall receive a monthly uniform allowance of \$50.00:

Police Records Administrator  
Public Services Administrator  
Public Services Administrator-Forensics  
Public Services Administrator-Jail

- B. In addition to the monthly uniform allowance described in Subsection A. above, the City shall provide one complete uniform for the above-referenced classifications in the Police Department, provided that said employee(s) are required to wear a uniform, and one additional uniform shirt and pants to each newly-hired employee.

In addition, the City/Department will provide written authorization to employees for necessary replacement of two uniform shirts and pants, or, in lieu thereof, other department pre-approved equipment of equal value annually and one uniform jacket when jacket becomes unserviceable.

In addition, if an employee can demonstrate that additional uniform items need to be replaced, the employee will receive prior written authorization for the purchase of those additional uniform items. Such additional uniform items may include Department-required boots and shoes, not to exceed \$150.00 for non-safety boots/shoes or not to exceed \$300.00 for safety boots/shoes, at City-designated vendors.

If an employee covered by this section assumes a different position in one of the other job classifications covered by Subsection B., the City shall provide the employee with the uniforms and equipment required for the position, as specified by management. If an employee covered in Subsection B. assumes a different work assignment in his/her current job classification, the City shall provide the employee with any new uniforms and equipment required for that work assignment, as specified by management.

- C. For any classification not referenced above, the City shall provide required safety equipment for use as part of the employee's work (i.e. hard hats, safety vest, etc.) subject to Department approval.

### 3.10 Term Life Insurance

The City agrees to maintain and provide at no cost to the employee a term life insurance plan for permanent employees covered herein, with individual coverage to be equal to twice the employee's base annual salary rounded up to the next one thousand dollars.

### 3.11 Professional Development Program

Employees covered herein shall be eligible to attend, at City expense, professional seminars, conferences and workshops, inclusive of reasonable travel, parking or accommodation expenses, provided that the seminar or workshop meets the following criteria as determined by the ATA employee's Department Head: 1) is related to the ATA employee's job duties and responsibilities; 2) the cost of the training is reasonably related to the benefit of the training to the City; and 3) the employee has received the prior approval of his/her Department Head. 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.

Requests for professional development shall be submitted to the Director of Human Resources, or his/her designee, with a copy of the request being submitted to the employee's Department Head. The Director of Human Resources, or his/her designee, will meet with the Department Head to determine whether or not the request for professional development meets the criteria set forth in the first paragraph of this section.

### 3.12 Professional Dues/Required License Fees

The City agrees to pay the dues of an employee covered herein who belongs to professional organization(s) in his/her career field, provided that the following criteria as determined by the ATA employee's Department Head are met: 1) the professional organization is related to the ATA employee's job duties and responsibilities; 2) the cost of the dues is reasonably related to the benefit the City will receive as a result of the ATA employee's membership in said organization(s); and 3) the employee has received the prior approval of his/her Department Head for the payment of the dues.

The City agrees to pay the renewal fee(s) for a license required as a minimum qualification for the employee's job or for any other license or certification that benefits the City, as determined by the Human Resources Director or his/her designee, with input from the employee's department head being considered in making that determination.

### 3.13 Wellness

- A. Employees covered hereunder are eligible to receive an annual physical examination (employee fitness exam) at the City's expense through the City-provided program. Employees may also use their own personal physician for this examination, with the employee being responsible for any costs which exceed the cost of the City-provided program. If the employee uses his/her own personal physician for this examination, only those examination components that are included in the City-provided examination will be eligible for reimbursement.
- B. In addition to the annual physical examination discussed in subsection A., effective upon approval of this Agreement by City Council, employees will be provided access to utilize the Memorial Park fitness facilities and the Santa Monica Swim Center. Access will be allowed during both facilities' regular and normal operating hours. Such access and usage of the facilities will be the same and equal to that of all other members of the public (residents and non-residents); however, employees are responsible for paying any additional fees incurred for classes, activities, or other services at the facilities. Employees acknowledge that they are utilizing the facilities for personal purposes only, during off-duty hours and not for any work-related purpose. The replacement fee for any lost or stolen cards will be at the expense of the employee. If access to the facilities is restricted or changed due to limited capacity at the facilities or for any other reason (including complaints from residents or facility managers), access restrictions will be first applied to City employees who are not ATA members.

This benefit will be reported as taxable income as required by the Internal Revenue Service. The value of the benefit may vary based on:

- Whether or not the employee is a Santa Monica resident
- Facilities used

### 3.14 Professional Incentive – Employees with 15+ Years of Service

For their normal duties and in recognition of the unique responsibilities of their jobs, each covered employee with fifteen (15) or more years of service shall receive eight (8) hours of cashable leave per fiscal year. The eight (8) hours of cashable leave will be accrued at the beginning of each fiscal year. Only individuals who are in paid status at that time will be eligible to accrue the eight (8) hours. The eight (8) hours will not carry over from one fiscal year to the next.

## ARTICLE IV: LEAVES

### 4.01 Paid Holidays

Employees covered herein shall receive paid holidays as provided below:

- 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 (1) Non-Cashable Floating Holiday
- One (1) Cashable Floating Holiday
- All other holidays declared by the City Council

In addition, the Library shall close by no later than 5:30 P.M. on the day before the Thanksgiving holiday and the day before the New Year's Day holiday.

If an employee does not work on one of the half-day holidays (the day preceding Christmas and the day preceding New Year's), he/she will be required to use a half-day of accrued leave time to supplement the half-day holiday pay in order to receive a full day's pay for the day.

A non-cashable floating holiday becomes available as of July 1. Only those employees who are in paid status as of July 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.

A cashable floating holiday becomes available January 1 and must be taken before the end of that fiscal year. Only those employees who are in paid status on January 1 shall be entitled to receive the cashable floating holiday for the fiscal year. A cashable floating holiday not taken by the end of the fiscal year may be paid to the employee if the employee enters the day on his/her final time card for the fiscal year. 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 of the employee's straight-time base salary rate of pay. Failure to take the cashable floating holiday or to put the holiday on the last time card for the fiscal year shall constitute a forfeiture by the employee. If an employee should terminate his/her employment prior to the end of the fiscal year and if the employee was eligible to receive a cashable floating holiday but has

not used said holiday by the date on which his/her employment is terminated, the employee will be paid for the cashable floating holiday on his/her final pay check, with the employee receiving eight (8) hours of pay at the employee's base salary rate of pay.

Whenever a designated holiday falls on a Saturday it shall be celebrated on the immediately preceding Friday. Whenever a designated holiday falls on a Sunday it shall be celebrated on the immediately following Monday.

When a holiday falls on an employee's regularly scheduled day off, that employee will receive as holiday compensation a non-cashable floating holiday. This non-cashable floating holiday must be used by the end of the fiscal year and will not carry over from one year to the next.

Whenever any day listed herein as a paid holiday falls upon any day other than Saturday or Sunday when a City facility (including department, division or work unit) is already scheduled to be closed to the public because of the adoption of a compressed work schedule, employees who work at said City facility will receive a floating holiday in lieu of the day listed as the paid holiday. This floating holiday cannot be accrued and carried over to the next fiscal year, and the floating holiday cannot be cashed out at the end of the fiscal year. This floating holiday must be taken by the end of the fiscal year in which it is granted to the employee or be forfeited.

#### 4.02 Vacation Leave

Employees 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-quarter (1.25) working days for each completed calendar month of service.
- D. Thereafter, up to and including fifteen (15) completed 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-quarters (1.75) working days for each completed calendar month of service.

- F. Employees are expected to take their vacation each year. An employee who has accrued vacation to the maximums prescribed herein may be required to take vacation leave in order to reduce the accumulation balance. The scheduling of vacation shall be according to department or division policies and contingent on the service needs of the department.
- G. Accrual of vacation leave shall not exceed three (3) times the employee's annual accrual of vacation.
- H. Except as provided herein, the administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling and payment for such leave shall be as prescribed in the Civil Service provisions of the Santa Monica Municipal Code.
- I. An ATA 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 limited 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 ATA employee separates from City employment and can be carried over from year to year.

#### 4.03 Sick Leave

- A. Employees covered herein shall accrue sick leave with pay at the rate of one (1) working day for each completed calendar month of service. The use of sick leave shall be defined as in Section 2.04.320 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

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
- B. Any employee who is absent because of illness or disability shall notify his/her Department Head or other immediate supervisor as soon as possible, but in any event in accordance with Department rules and regulations.

#### 4.04 Leave of Absence Without Pay

A permanent employee covered herein may be granted a leave of absence without pay upon application approved by the Department Head 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 the employee's services even at the cost of some inconvenience to the City.

In the event the request for a leave of absence without pay is denied by the employee's supervisor, providing the employee's supervisor is not the Department Head, the employee can file an appeal with the Director of Human Resources, or his/her designee. The Director of Human Resources, or his/her designee, will first meet with the employee and then with the employee's supervisor to review the reason for the denial of the employee's request for a leave of absence without pay. If the Director of Human Resources, or his/her designee, determines that the denial of the request for a leave of absence without pay does not appear to be warranted, he/she will review the matter with the employee's Department Head. The request for an unpaid leave of absence will then be subject to the approval of the Department Head and the City Manager.

#### 4.05 Military Leave

The City will observe the military leave requirements of State and Federal law.

#### 4.06 Workers' Compensation Leave

Any employee covered herein who is receiving disability payments under the "Workers' Compensation Act of California" (for on-the-job injuries sustained while engaged in the performance of the duties of any such position) shall receive from the City, during the first thirty (30) calendar 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.

#### 4.07 Jury Duty

Employees covered herein, when duly called to serve on any jury and when unable to be excused therefrom, shall receive the regular base compensation less all jury fees received excluding mileage for the time required to be spent in court provided that an individual employee will be so paid for jury service for a maximum of ten

(10) work days. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

If an employee is called for jury service for more than ten (10) work days, the employee may request that the Director of Human Resources extend the time period for which the employee will be paid for jury service beyond the ten (10) work day period. The Director of Human Resources shall not unreasonably refuse to grant any such request.

#### 4.08 Bereavement Leave

Bereavement leave of not more than five (5) working days, which is defined as forty (40) hours, 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, step child, child of the employee's domestic partner, brother, sister, parent, step parent, step-brother, step-sister, parent-in-law, son in law, daughter-in-law, grandparent and grandchild. Bereavement leave of not more than three (3) working days, which is defined as twenty-four (24) hours, 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 and 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 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 unreasonable denied by the City.

#### 4.09 Professional/Administrative Leave

##### A. Non-Cashable Leave Days:

Four (4) non-cashable management leave days shall be available July 1 of each fiscal year, and two (2) additional non-cashable management leave days shall be available January 1 of each fiscal year. An employee must be in paid status as of July 1 in order to be eligible to receive the four (4) non-cashable leave days and in paid status as of January 1 in order to be eligible to receive the two (2) additional non-cashable leave days. Three (3) non-cashable leave days may be carried over from year to year if not used by the end of the fiscal year. The employee shall not be compensated for unused non-cashable leave days at the end of the fiscal year. Any unused non cashable leave day(s) in excess of three (3) days shall be forfeited at the end of the fiscal year.

B. Cashable Leave Days:

The City agrees to grant each permanent employee covered herein five (5) administrative leave days off with pay per fiscal year in recognition of their professional and administrative role at the City. Four (4) of the administrative leave days shall be earned in one (1) day increments effective at the beginning of each three (3) month period of the fiscal year, to be usable as accrued. The fifth (5th) administrative leave day shall be earned as of the beginning of the 4th 3-month period of the fiscal year, to be usable as accrued.

Payment equivalent to the employee's base salary as of June 30 for any unused administrative leave days shall be payable to the employee, upon the request of the employee at the end of the fiscal year when earned. A paid administrative leave day shall mean eight (8) hours at the employee's straight-time base salary rate of pay.

4.10 Parental Leave

Employees who have primary responsibility for the care of a new child 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 line-item position occupied prior to the leave upon its expiration. Paid vacation leave, unused accrued administrative leave, and sick leave, if applicable, as well as unpaid leave shall be counted toward the four (4) month total. Additional leave may be requested under the provisions of Section 4.04 of this MOU.

In the event state and/or federal law provides a more generous parental leave benefit, the employee shall receive the most generous benefit in lieu of the benefit described above.

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

4.11 Family Leave

The City shall comply with the provisions of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

When granted family leave, the employee may choose to use available accrued sick leave at his/her discretion. The employee will be required to exhaust all available leave time, with the exception of sick leave, if applicable, before going into a leave without pay status. Each type of leave must be taken in cumulative, eight hour (one day) increments until that leave time is exhausted.

An employee must determine prior to the start of his/her leave whether or not sick leave will be used during Family Leave.

Employees receiving disability benefits or partial wage replacement benefits while on CFRA leave will not be required to use any accrued paid leave during the CFRA

leave. When receiving such benefits, employees will have the option of supplementing with any form of accrued paid leave.

## ARTICLE V: WORKING CONDITIONS

### 5.01 Safety and Loss Prevention

The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws, rules and regulations. The City shall provide and maintain all equipment required by applicable safety laws and regulations and shall comply with all other applicable health and safety laws and regulations. Employees shall report unsafe practices, equipment or conditions to their supervisors. ATA agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

An employee who is directed to perform a task which the employee has good reason to believe is unsafe may request an immediate review by his/her Department Head and the Human Resources Director who shall, if deemed appropriate, consult with the appropriate official(s). During the period of review and/or investigation, the employee shall not be required to perform the task complained of, shall not suffer loss of pay or benefits, and shall be assigned other appropriate duties, if possible.

If the task complained of is deemed safe by the appropriate official(s), the employee shall then perform the work as instructed.

Both parties to this MOU agree to fully support the City's Risk Control Policy and Injury and Illness Prevention Program. Said policy sets forth the City's commitment to maintaining a safe and healthy work environment, to preventing accidents and injuries and minimizing risk and loss wherever possible. Said policy outlines the safety responsibilities of the City, City managers and supervisors, and City employees.

### 5.02 Effect of Job Performance on Salary

Normally, placement on entry shall be at Step 1 of the salary range and advancement through the range shall normally be to Step 2 at one (1) year of employment, Step 3 at two (2) years of employment, Step 4 at three (3) years of employment and Step 5 at four (4) years of employment.

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the experience and ability of the person to be employed, or of the incumbent, may authorize entrance salaries higher than the minimum, and special increases earlier than what is prescribed in the salary schedule for the class and length of service of the incumbent. In no event, however, shall the rate exceed the maximum rate for that class.

There will be no periodic increase in wages of any kind as a result of an overall NOT ACCEPTABLE rating. There will be no subsequent increases in wages until the overall NOT ACCEPTABLE rating has been improved to at least the MEETS OVERALL STANDARDS level. Any overall rating at the BELOW SATISFACTORY level may delay the next scheduled salary increase at the discretion of the appointing authority.

#### 5.03 Effect of Reassignment/Recertification on Skill Pays

When a "skill" or additional pay referenced in this MOU is the result of assignment to specified duties or hours, or of maintenance of a registration, certificate or other credential, the loss of the skill or additional pay due to the end of the assignment or failure to maintain the required registration, certificate or credential shall not constitute a demotion, pursuant to Section 2.04.680 of the Municipal Code.

#### 5.04 Employee Parking

It is hereby agreed that the City will make every effort to maintain free parking as it presently exists for City employees at City facilities. The employees covered by this MOU recognize that the City must comply with Regulation XV issued by the Air Quality Management District (AQMD) and the City's Transportation Management Plan Ordinance. If the use of positive incentives does not result in the City meeting the compliance requirements of AQMD's Regulation XV or the City's Transportation Management Ordinance within one (1) year of the effective date of this MOU, it is understood that the City can implement a charge for parking during the term of this MOU in order to meet those requirements. In addition, if it should become necessary to charge for parking during the term of this MOU in order to comply with any other State or Federal requirement regarding transportation management, the City can implement said charge. However, in no event shall the City implement such a charge for parking without meeting and conferring with ATA should any employee(s) represented by ATA be subject to such a charge.

#### 5.05 Official Personnel File

Only that file maintained by the City's Human Resources Office and the contents it contains shall be considered the official personnel file for each employee covered herein.

An employee's official personnel file and any other file kept on that employee shall be confidential. An employee's official personnel file may be reviewed only by the employee, by individuals authorized to review said file on a need-to-know basis, and by other persons authorized by the employee.

An employee covered by this MOU shall be entitled to review the content of his/her official personnel file at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular business hours of the Human Resources Office.

#### 5.06 Reduction in Hours from Full-Time to Part-time

In those cases where a permanent full-time employee desires to reduce his/her work schedule to part-time, the employee shall submit a request for a reduction in hours to his/her Department Head. As long as the operational needs of the Department and the City will still be met, upon approval by the Department Head, the employee's request shall be approved. The request will cover a set period of time, not to exceed six (6) months. At the end of that time period, if the employee wishes to continue a reduction in hours, he/she must submit another request to his/her Department Head and receive the necessary approvals. If it should be determined that the reduction in hours can no longer be continued, the employee shall go back to a full-time work schedule if he/she wishes to retain his/her position with the City. Nothing herein shall require a Department Head to approve a request for reduction in hours. A denial of a request for a reduction in hours shall not be grievable.

#### 5.07 Promotions

If, upon promotion, an employee represented herein fails to satisfactorily complete his/her probationary period in the position to which he/she has been promoted, or during the probationary period wishes to return to his/her former position, he/she shall have the right to return to his/her former position, if vacant, or to a comparable position in the same job classification if a vacancy exists. If no vacancy exists, the employee will have any reappointment rights to his/her former position as provided by the Santa Monica Municipal Code (Section 2.04.260).

## 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. 2494 (CCS), or its successor, and during the term of this MOU, deduct monthly and remit to the office or officer designated in the employee payroll deduction authorization Recognized Employee Organization dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident insurance premiums. Any or all of such payroll deductions are subject to termination by the City Manager upon twenty-four (24) hours notice for failure to comply with the provisions of this MOU.

### 6.02 Reasonable Notice

It is mutually understood and agreed that a copy of the City Council or Personnel Board agenda for each meeting mailed, by U.S. Mail or interoffice mail, or sent by e-mail to the authorized representative of ATA shall constitute reasonable written notice, and notice of an opportunity to meet with such agency, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

### 6.03 Appeal Procedure – Performance Evaluations

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluation.

#### A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten (10) calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.
- (4) An employee can elect to file a response to his/her performance evaluation at any time.

- (5) An overall performance evaluation rating of "NOT ACCEPTABLE" is fully appealable, up to the City Manager, as set forth in subsection B. below. An overall performance evaluation rating of "BELOW SATISFACTORY", or "MEETS OVERALL STANDARDS" is not appealable beyond the Department Director. An overall performance evaluation rating of "EXCEEDS STANDARDS" is not appealable.
- B. An appeal involving a performance evaluation shall be processed in the following manner:
- (1) If an employee believes that his/her performance evaluation does not correspond to the facts, the employee is encouraged to meet with his/her supervisor who completed the evaluation.
  - (2) First Step  

If the matter is not satisfactorily resolved between the employee and his/her supervisor, the employee may attach a response to the performance evaluation before it is filed in the employee's personnel file or appeal his/her performance evaluation to his/her Department Head. The employee must submit his/her appeal to the Department Head within ten (10) calendar days following the employee's receipt of his/her performance evaluation, and the appeal to the Department Head must be submitted in writing, with the employee specifically stating the reasons why he/she believes the performance evaluation needs to be revised.
  - (3) Second Step  

The Department Head, or his/her designee, shall meet with the employee within seven (7) calendar days from the date on which the Department Head's office receives the appeal from the employee. The "designee" of the Department Head shall not be anyone who has participated in the employee's performance evaluation that is being appealed by the employee. Within seven (7) calendar days following such meeting, the Department Head, or his/her designee, shall give a written decision to the employees.
  - (4) If the employee is not satisfied with the decision of the Department Head, within seven (7) calendar days following receipt of the Department Head's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall make such investigation as required and make recommendations to the City Manager no more than seven (7) calendar days following the meeting with the employee. Within seven (7) calendar days following

receipt of the Human Resources Director's recommendation, the City Manager shall render a written decision, which shall be final.

C. Representation

- (1) An employee shall have the right to represent him/herself individually or be represented by ATA if the employee elects to appeal his/her performance evaluation.

6.04 Grievance and Complaint Procedure

A grievance is a complaint by one (1) or more employees concerning:

- (1) Disciplinary actions.
- (2) A suspension, demotion or removal from a line-item position classification.
- (3) The procedure, rating, or outcome of a performance evaluation.
- (4) The application or interpretation of this MOU and/or ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours or working conditions.

A. Grievances related to disciplinary actions, including the appeal of a suspension, demotion or removal, shall be lodged by the employee and shall be subject to the procedures outlined in Section 2.04.430 and/or Section 2.04.440 et seq of the Santa Monica Municipal Code, which shall constitute the sole administrative recourse available under the terms of this MOU.

B. Grievances related to the application or interpretation of this MOU and/or ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours or working conditions shall be resolved as follows:

Step 1: The aggrieved employee(s) shall meet with the immediate supervisor to discuss the grievance. The grievance or grievances must be stated in writing, specifically citing the MOU provision, ordinance, resolution, rule, policy, practice or procedure that is the subject of the grievance, the circumstances giving rise to the grievance, and the desired solution to the grievance within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) calendar days of the employee learning of the event if the employee could not have known of the event giving rise to the grievance when said event occurred.

If the matter cannot be satisfactorily resolved within five (5) working days following the meeting with the immediate supervisor, the employee may submit the grievance and the desired solution to the second level supervisor, if any.

Step 2: The second level supervisor shall meet with the grievant and the grievant's representatives, if any, no later than the grievant's fifth (5th) work day following presentation of the grievance. Within five (5) working days following such meeting, the supervisor shall give a written decision to the grievant.

If the second level supervisor does not have the authority to resolve the grievance, it shall immediately be forwarded to the Department Head or the appropriate authority.

Step 3: If the grievance is not resolved at Step 2, the employee may refer the grievance within ten (10) working days to the Department Head, who shall meet with the employee and the employee's representative, if any, to discuss the grievance within the employee's fifth (5th) working day following the forwarding of the grievance. Within five (5) working days following such meeting, the Department Head shall give a written decision to the grievant.

Step 4: If no satisfactory response is received within ten (10) working days, the employee should immediately forward the complaint to the Director of Human Resources. The Director of Human Resources shall confer with the grievant and the Department Head and any other interested parties and shall conduct such other investigations as may be advisable.

Step 5: The findings of the Director of Human Resources shall be submitted to the City Manager within ten (10) working days of receiving the complaint. The City Manager shall make his/her decision in writing. The City Manager's decision shall be final. The decision of the City Manager shall be mailed to the employee within ten (10) working days of receipt of the findings submitted by the Director of Human Resources.

C. All time periods in this Section may be extended by mutual written agreement of the employee or the employee's representative, if any, and the management representative involved.

D. If a management representative does not meet with the grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.

- E. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, or who has testified at any hearing shall not in any way be coerced, hindered, intimidated or discriminated against for exercising this right.
- F. Employees shall have the right to be represented in grievance matters in the following manner:
  - (1) Employees shall have the right to represent themselves individually in grievance matters.
  - (2) Employees may designate a member of the department or of ATA to represent them in grievance matters at steps 1 and 2 of the grievance process.
  - (3) Employees may designate a member of the department, an ATA representative or a legal representative to represent them in steps 3 and 4 of the grievance process.

ATA shall notify the Director of Human Resources, in writing, of its designated employee grievance representatives and shall provide notification of any change in such representatives.
- G. Reasonable time off without loss of pay or benefits shall be given to a grievant or ATA employee representative to investigate and/or process grievances, and to witnesses in any grievance meeting or hearing held during work hours.
- H. Before performing grievance work, ATA representatives, the grievant or witnesses shall obtain permission from the immediate supervisor. Neither the grievant nor the representative nor witnesses shall interrupt or leave work if the supervisor determines that such interruptions or absence will unduly interfere with the work of the employee. However, if the supervisor denies such time off, time off must be granted within twenty-four (24) hours of such request.

#### 6.05 Bargaining Unit Security

##### A. Maintenance of Membership

Employee payroll deduction authorizations for Administrative Team Associates (ATA) dues shall be voluntary on the part of the employee but shall not be subject to unilateral cancellation by the employee during the term of the current MOU, as herein amended. Employee members of ATA who are members of ATA thirty (30) days after the ratification date of this MOU Amendment by the City Council and employees who thereafter

become members of ATA shall remain as members of ATA for the term of this MOU.

B. Agency Shop

In as much as the Administrative Team Associates, hereinafter referred to as ATA, has demonstrated that it has a 70% membership (based on the number of ATA dues paying members in comparison to the number of all filled ATA positions), pursuant to California Government Code Section 3502.5(a) the City agrees to grant ATA an Agency Shop provision. Said Agency Shop provision shall be subject to the following terms and conditions:

- (1) An employee working in a classification covered by this MOU shall, within thirty (30) calendar days of his/her employment, either (1) execute a payroll deduction authorization form as furnished by ATA, and hereby become and remain a member in good standing in ATA; or (2) pursuant to California Government Code Section 3508.5 pay to ATA a monthly service representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of ATA during the term of the current MOU as hereby amended.
- (2) In the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee shall execute a payroll deduction authorization form as furnished by ATA, and thereby pay sums equal to the monthly service representation fee to a nonreligious, non-labor charitable fund, chosen by the employee from a list of at least three such funds which are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. The list of funds shall be provided by the City, and shall be made up of funds for which the City offers payroll deductions.
- (3) The City and ATA shall jointly notify all members of this unit that they are required to pay dues or a service representation fee as a condition of this Section and that such amounts shall be automatically deducted from their paychecks. The religious exemption and the employees' rights under Government Code Section 3502.5 (Meyers-Milias-Brown Act, as amended) shall also be explained. The cost of this communication and the responsibility for its distribution shall be borne by ATA.
- (4) It is agreed that the City assumes no obligations to, in any manner, enforce the provisions of the above paragraphs beyond implementing any valid payroll deduction authorizations submitted by

unit employees authorizing the deduction of dues or to the authorized payments to ATA, or amounts in lieu of service fees to specified authorized charities and deducting agency service fees from all other bargaining unit employees.

- (5) ATA shall, within sixty (60) days after the end of each fiscal year in which the Agency Shop provision was operative, provide the City with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5(d).
  - (6) It is recognized that ATA, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.
  - (7) Upon request by ATA, the City shall furnish ATA with the name and date of hire of all newly hired employees subject to this MOU, along with verification of transmittals to any charitable organizations.
- C. ATA agrees to and shall indemnify and hold harmless the City of Santa Monica, its Council, boards, commissions, officers, agents, volunteers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees arising from or in any manner connected with the operation of paragraphs A and B of Section 6.05.

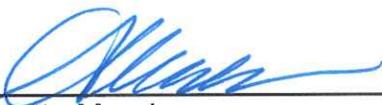
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ADMINISTRATIVE TEAM ASSOCIATES

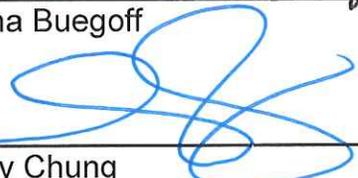
CITY OF SANTA MONICA,  
a municipal corporation

  
Benjamin Steers

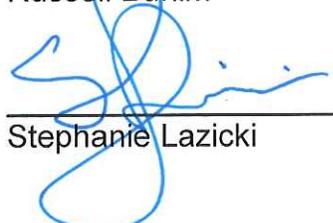
  
Liz Bar-El

  
Annette Morales

  
Elana Buegoff

  
Enny Chung

  
Russell Bunim

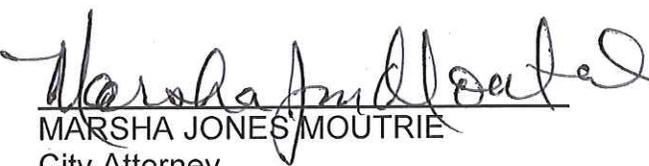
  
Stephanie Lazicki

By:   
RICK COLE  
City Manager

ATTEST:

  
DENISE ANDERSON-WARREN  
City Clerk

APPROVED AS TO FORM:

  
MARSHA JONES MOUTRIE  
City Attorney

Administrative Team Associates (ATA)  
MOU 2016-2017, Contract No 10314 (CCS)

EXHIBIT A

Classifications subject to the MOU shall be as follows:

Accountant -Collections  
Accountant I  
Accountant II  
Accounts Payable Supervisor  
Admin Analyst  
Admin Analyst-Cemetery  
Admin Analyst-Engineering  
Admin Analyst-Homeless Svs  
Admin Analyst-Housing/Loan  
Admin Analyst-Information Syst  
Admin Analyst-Library Admin Sv  
Admin Analyst-Library Fisc Svs  
Admin Analyst-Records & EI Svs  
Admin Services Officer  
Airport Operations Admin  
Airport Operations Analyst  
Airport Operations Specialist  
Architect  
Architectural Associate  
Associate Planner  
Asst Admin Analyst  
Asst Building Officer  
Asst Cmty Broadband Analyst  
Asst Plan Check Engineer  
Asst Planner  
Beach House Venue Manager  
Beach Recreation Supervisor  
Bikeshare Coordinator  
Billing and Collections Admin  
Broadband Program Admin  
Broadband Services Engineer  
Budget Analyst  
Building Projects Engineer  
Business License Administrator  
CIP Project Manager  
Cable TV Manager  
Cemetery Administrator  
Civil Engineer  
Civil Engineering Assistant

Civil Engineering Associate  
Communications Center Admin  
Communications Engineer  
Community Broadband Analyst  
Community Recreation Sys Coord  
Contracts Coordinator  
Crime Analyst I  
Crime Analyst II  
Cultural Affairs Administrator  
Cultural Affairs Supervisor  
Cultural Affairs Venue Supv  
Custodial Services Admin  
Deputy Director-Spec Projects  
Disbursements Supervisor  
EMS Coordinator  
Economic Development Admin  
Emergency Services Admin  
Engineering Support Svs Supv  
Environmental Planner  
Environmental Prgms An-Haz Mat  
Environmental Remediation Crd  
Executive Admin to the City Mg  
Facilities Maint Contracts Adm  
Facilities Services Admin  
Farmers' Market Coordinator II  
Financial Reporting Admin  
Financial Reporting Supervisor  
Financial Systems Analyst  
Financial Systems/Payroll Adm  
Fleet Maintenance Admin  
GIS Systems Analyst  
HR Information Sys Analyst  
Housing Admin-Prod & Preserv  
Housing Authority Administratr  
Human Resources Analyst  
Human Services Admin - Fiscal  
Human Services Admin-Neigh/Prk  
Human Services Admin-Youth/Fam  
Human Services Administrator  
Internet Systems Analyst  
Lead Systems An-Permit Systems  
Lead Systems Analyst-ERP  
Lead Systems Analyst-Libr Syst

Lead Systems Analyst-Publ Safe  
Lead Systems Analyst-Water Res  
Lead Water Chemist  
Liability Claims Adjuster  
Librarian I  
Librarian II  
Librarian III  
Librarian III-Branch Services  
Librarian III-Information Mgmt  
Librarian III-Reference Svs  
Librarian III-Youth Services  
Network Construction Assistant  
Network Engineer  
Organizational Dev & Train Adm  
Parking Administrator  
Payroll Analyst  
Payroll Systems Analyst  
Plan Check Supervisor  
Police Records Administrator  
Pr Admin Analyst  
Pr Admin Analyst-Fire  
Pr Admin Anayst-Info Systems  
Pr Budget Analyst  
Pr Civil Engineer  
Pr Community Svs Sup-Youth/Fam  
Pr Network Engineer  
Pr Plan Check Engineer  
Pr Planner  
Pr Planning & Cmty Dev Analyst  
Pr Public Works Analyst  
Pr Sustainability Analyst  
Pr Traffic Engineer  
Pr Transportation Planner  
Pr Treasury Analyst  
Pr Urban Designer  
Procurement Supervisor  
Project Manager  
Project Manager - Wellbeing  
Public Information Coordinator  
Public Information Officer  
Public Services Adm-Forensics  
Public Services Adm-Jail  
Public Services Administrator

Purchasing Services Manager  
Records Management Coordinator  
Resource Rec & Recyc Admin  
Risk Management Analyst  
Safety Officer  
Sales & Marketing Coordinator  
Software Syst Analyst-ERP  
Software Syst Analyst-Prmt Sys  
Software Syst Analyst-Water Re  
Special Projects & Comm Admin  
Special Projects Engineer  
Sr Accountant  
Sr Admin Analyst  
Sr Admin Analyst-Architecture  
Sr Admin Analyst-Child/Fam Res  
Sr Admin Analyst-Community Use  
Sr Admin Analyst-Financial An  
Sr Admin Analyst-Homeless Svs  
Sr Admin Analyst-Housing Auth  
Sr Admin Analyst-Human Sv/Fisc  
Sr Admin Analyst-Libr Fisc Svs  
Sr Admin Analyst-Open Space Mg  
Sr Admin Analyst-Parks & CFP  
Sr Admin Analyst-Transit Grant  
Sr Architect  
Sr Budget Analyst  
Sr Buyer  
Sr Development Analyst  
Sr Grants Analyst  
Sr HR Analyst  
Sr HR Analyst-Labor & Empl Rel  
Sr Human Services Prog Analyst  
Sr Marketing Manager  
Sr Plan Check Engineer  
Sr Planner  
Sr Sustainability Analyst  
Sr Transit Scheduler  
Sr Transp Planner-Bicycle Prog  
Sr Transportation Planner  
Sr Water Resources Protect Spc  
Successor Agency Administrator  
Supervising Civil Engineer  
Supervising Wrks Comp Clm Exam

Support Services Analyst  
Sustainability Analyst  
Sustainable Building Advisor  
Sustainable Energy Engineer  
Systems Administrator  
Systems Analyst  
Systems Analyst-Permittng Syst  
Systems Analyst-Public Safety  
Systems Analyst-Share Point  
Systems Analyst-Transit System  
Systems Policy Engineer  
Transit Cmty Engagement Coord  
Transit Cmty Engagment Officer  
Transit Gov Relations Officer  
Transit Marketing Coordinator  
Transit Planner  
Transit Planning Administrator  
Transit Scheduler  
Transit Technology Admin  
Transportation Demand Prog Mgr  
Transportation Engineer  
Transportation Management Crd  
Transportation Planning Assoc  
Transportation Planning Asst  
Treasury Administrator  
Urban Designer  
Volunteer Program Coordinator  
Water Chemist  
Water Prod & Treatment Admin  
Water Quality Analyst I  
Water Quality Analyst II  
Water Resources Protection Spc  
Water/Wastewater Administrator  
Web Developer  
Workers' Comp Administrator  
Workers' Comp Claims Examiner  
Zero Waste Coordinator

## EXHIBIT B

### **CLASSIFICATION & COMPENSATION STUDIES**

#### **How a study can be initiated:**

- A request for a study can be submitted by the Employee
- A request for a study can be submitted by the Employee's Department Head
- The Director of Human Resources can determine that a study is needed
- During Contract Negotiations

#### **When a study request can be submitted to the Human Resources Department:**

- The study request can be submitted at any time during a fiscal year, however, for implementation for the following budget year the request must be submitted to Human Resources by October 1<sup>st</sup>

#### **When the results of a study can be implemented:**

- Included in an MOU that is up for negotiation
- Included during a budget adoption by City Council

#### **A position will be studied only if the following criteria are met:**

- There has been a substantive change in the duties and responsibilities of the Employee's position, as evidenced by the information contained in the Position Description Questionnaire that has been completed by the Employee and submitted to his/her immediate supervisor and department director
- The employee asserts that the salary of the position is out of line with the market place
- The employee has not initiated a request that the position to be studied within the past 24 months

#### **How the results of a Classification Study will be implemented:**

- A reclassification to a **higher-level** position classification, with a higher salary range, will result in the employee being placed at whatever salary step results in at least a 5% increase, providing the top step of the new salary range cannot be exceeded
- A reclassification to a **lower-level** position classification, with a lower salary range, will result in the employee being placed in the salary range of the lower-level position reclassification. The employee's salary will be Y-rated until the salary range of the lower-level classification equals or exceeds the Y-rated salary

**How the Compensation (Equity) Study results will be implemented:**

- If a higher salary is warranted after a compensation study, the salary increase will be implemented as a part of the annual budget or as part of an MOU that is up for negotiation. There will no retroactive implementation unless the MOU is retroactively implemented.
- If a lower salary is warranted after an equity study, the employee's salary will not be changed.