

CONTRACT # \_\_\_\_\_ (CCS)

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF SANTA MONICA, CALIFORNIA**  
**AND**  
**ADMINISTRATIVE TEAM ASSOCIATES**  
**2020-2022**

**TABLE OF CONTENTS**Page

|   |           |
|---|-----------|
| <b>ARTICLE I: GENERAL PROVISIONS.....</b>                   | <b>1</b>  |
| <b>1.01</b> Parties to Memorandum.....                      | 1         |
| 1.02 Purpose.....   | 1         |
| 1.03 Term of Agreement.....                                 | 1         |
| 1.04 City Council Approval.....                             | 2         |
| 1.05 Recognized Employee Association Name.....              | 2         |
| 1.06 Scope of Representation.....                           | 2         |
| 1.07 Full Understanding, Modification and Waiver.....       | 2         |
| 1.08 Management Rights Reserved.....                        | 3         |
| 1.09 Peaceful Performance of City Service.....              | 3         |
| 1.10 Validity of Memorandum of Understanding.....           | 4         |
| 1.11 Captions for Convenience.....                          | 4         |
| 1.12 Non-Discrimination and Equal Employment.....           | 4         |
| 1.13 Definitions.....                                       | 5         |
| 1.14 Overpayment Remedy.....                                | 7         |
| 1.15 Payments at Termination.....                           | 7         |
| 1.16 Compensation and Benefits for Part-Time Employees..... | 7         |
| 1.17 Demotions.....   | 7         |
| <b>ARTICLE II: COMPENSATION.....</b>                        | <b>8</b>  |
| 2.01 Effective Date of Pay Increase.....                    | 8         |
| 2.02 Salaries.....  | 8         |
| 2.03 Accounting for Time Worked.....                        | 8         |
| 2.04 Promotional Pay Rate.....                              | 9         |
| 2.05 Reclassifications.....                                 | 10        |
| 2.06 Y-Rating.....  | 10        |
| 2.07 Pay for Serving in a Higher Job Classification.....    | 10        |
| 2.08 Skill Pay.....   | 11        |
| 2.09 Supervisory Differential.....                          | 12        |
| <b>ARTICLE III: SUPPLEMENTAL BENEFITS.....</b>              | <b>13</b> |
| 3.01 Health Insurance Programs.....                         | 13        |
| 3.02 Retirement.....  | 13        |
| 3.03 Tuition Payment Program.....                           | 15        |
| 3.04 Supplemental Retirement Plans.....                     | 16        |
| 3.05 Mileage Reimbursement and Energy Conservation.....     | 16        |
| 3.06 Long Term Disability Insurance.....                    | 16        |
| 3.07 Sick Leave Cash-Out.....                               | 17        |
| 3.08 Vacation Cash-Out.....                                 | 18        |
| 3.09 Uniforms.....  | 19        |

|   |   |           |
|---|---|-----------|
| 3.10  | Term Life Insurance .....   | 20        |
| 3.11  | Professional Development Program.....                             | 20        |
| 3.12  | Professional Dues/Required License Fees .....                     | 20        |
| 3.13  | Wellness .....  | 21        |
| 3.14  | Professional Incentive – Employees with 15+ Years of Service..... | 21        |
| <b>ARTICLE IV: LEAVES.....</b>                      |   | <b>22</b> |
| 4.01  | Paid Holidays .....   | 22        |
| 4.02  | Vacation Leave .....  | 23        |
| 4.03  | Sick Leave.....   | 24        |
| 4.04  | Leave of Absence Without Pay .....                                | 24        |
| 4.05  | Military Leave .....  | 25        |
| 4.06  | Workers’ Compensation Leave .....                                 | 25        |
| 4.07  | Jury Duty .....   | 25        |
| 4.08  | Bereavement Leave .....   | 26        |
| 4.09  | Professional/Administrative Leave .....                           | 26        |
| 4.10  | Parental Leave .....  | 27        |
| 4.11  | Family Leave.....   | 27        |
| <b>ARTICLE V: WORKING CONDITIONS.....</b>           |   | <b>29</b> |
| 5.01  | Safety and Loss Prevention .....                                  | 29        |
| 5.02  | Effect of Job Performance on Salary.....                          | 29        |
| 5.03  | Effect of Reassignment/Recertification on Skill Pays .....        | 30        |
| 5.04  | Employee Parking.....   | 30        |
| 5.05  | Official Personnel File .....                                     | 31        |
| 5.06  | Reduction in Hours from Full-Time to Part-time .....              | 31        |
| 5.07  | Promotions.....   | 31        |
| <b>ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS.....</b> |   | <b>32</b> |
| 6.01  | Payroll Deductions .....  | 32        |
| 6.02  | Reasonable Notice.....  | 32        |
| 6.03  | Appeal Procedure – Performance Evaluations.....                   | 32        |
| 6.04  | Grievance and Complaint Procedure .....                           | 34        |
| 6.05  | Bargaining Unit Security.....                                     | 36        |
| 6.06  | Probationary Period .....   | 38        |
| 6.07  | Re-Opener .....   | 39        |
| 6.08  | Letter of Agreement Regarding May 5, 2020 Layoffs.....            | 39        |
| <b>EXHIBIT A .....</b>                              |   | <b>41</b> |
| <b>EXHIBIT B .....</b>                              |   | <b>47</b> |
| <b>EXHIBIT C .....</b>                              |   | <b>51</b> |
| <b>EXHIBIT D .....</b>                              |   | <b>52</b> |

## **ARTICLE I: GENERAL PROVISIONS**

### **1.01 Parties to Memorandum**

This Memorandum of Understanding (“MOU” or “Agreement”) has been negotiated and prepared in accordance with the Meyers-Milias-Brown Act (“MMBA”, Government Code Section 3500 et. Seq.), and has been executed by the City Manager on behalf of the City of Santa Monica (“City”) and by authorized representatives of the ADMINISTRATIVE TEAM ASSOCIATES (“ATA”), on behalf of employees occupying the job classifications set forth in Exhibit A, who are included in the Unit of Representation with respect to which the City has determined that ATA is the recognized employee organization (the Bargaining Unit), to this Agreement.

As of July 1, 2002, only those job classifications that meet the criteria for the professional or administrative exemption under the Fair Labor Standards Act (FLSA) may be included in the Bargaining Unit. As of July 1, 2002, employees in those job classifications that were determined to be non-exempt and who were “grand-parented” in the Bargaining Unit 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.

If new job classifications are created that are proposed to be added to the Bargaining Unit, the Employee Relations Officer, or his/her designee, will notify ATA before the Personnel Board and City Council consider the new classifications. If job classifications from another City bargaining unit are transferred into the Bargaining Unit, the Employee Relations Officer, or his/her designee, will notify ATA before that transfer occurs. The City will follow the “MMBA” and Santa Monica Municipal Code Chapter 2.05 regarding notification and consultation or negotiations as it relates to adding or deleting classifications from the Bargaining Unit.

### **1.02 Purpose**

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

### **1.03 Term of Agreement**

Subject to the provisions of the second paragraph of section 6.07, this MOU is effective as of July 1, 2020, and remains in full force and effect until June 30, 2022. The parties are encouraged to notify each other of a desire to modify this

Agreement on or before March 1, 2022. 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 Bargaining Unit which consists of employees in the job classifications set forth in Exhibit A to this Agreement.

It is the mutual understanding of the parties to this Agreement that acknowledgment of ATA as the Recognized Employee Organization:

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

#### **1.06 Scope of Representation**

The scope of representation of the Recognized Employee Organization includes 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 does 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 City’s employer-employee relations rules and applicable law.

#### **1.07 Full Understanding, Modification and Waiver**

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this 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 to this

Agreement, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects within the scope of representation; however, both parties may mutually agree to meet and confer over items and issues contained in this Agreement.

### **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**

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. Neither party to this Agreement 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. If there is 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 ATA, 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 Section apply for the same term as this MOU, or during any renewal or extension thereof. Violation of any provision of this MOU by ATA 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. There shall be no general lockout of Bargaining Unit members.

### **1.10 Validity of Memorandum of Understanding**

If any provision 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 remaining provisions shall remain in full force and effect. The parties to this Agreement shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

If any changes are 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 that would be applicable and contrary to any provision in this MOU, 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 or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties to this MOU shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

### **1.11 Captions for Convenience**

The captions in this MOU 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**

ATA 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 and 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 apply in the interpretation of this MOU:

- A. "Base Rate" means the hourly rate for the employee's salary step excluding any special assignment, bonus pays, or other compensation.
- B. "Completed Calendar Month of Service" means a calendar month in which an employee has been in a pay status for 88 hours in two consecutive bi-weekly pay periods.
- C. "Compressed Work Schedule" means a work schedule in which a full-time employee is assigned to work a total of 80 regularly scheduled work hours in nine or less days in a given two-week (i.e., two work week) period.
- D. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a position in the classified service of the City, either by original employment, re-employment or promotion. The date of entrance for employees with broken service is the date on which the last unbroken service was effective.
- E. "Exempt Employee" means an employee 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" means 80 hours within the two consecutive seven-day work weeks (i.e., payroll period) established as the two-week work schedule for the affected employee(s).
- G. "In pay status" means earning pay through the City's active employee payroll system.
- H. "Line-item position" means a position that is:
  - (1) Specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica, and
  - (2) Eligible to accumulate vacation, sick leave, and other time off in proportion to the percentage of the full-time 40-hour week. Other fringe benefits shall be provided to part-time employees as if they were employed on a full-time basis.
- I. "Satisfactory Service" means the attainment of "Meets Standards" or above on the employee's most recent performance evaluation.
- J. "Employee Relations Officer" means the City Manager.

- K. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- L. "Pay" means compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, administrative leave days, or jury duty.
- M. "Permanent Employee" means:
  - (1) An employee who is an incumbent of a line-item position, full- or part-time; or
  - (2) An employee who is an incumbent of a line-item position on authorized leave of absence from his or her position, which position is being 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" means the five-step (1 through 5) hourly or monthly pay scale (and the bi-weekly equivalent) assigned to each job classification within the City work force.
- O. "Salary Range Steps 1 through 5" for each job classification means and is established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the Salary Range toward Step 5 shall be in annual step increments contingent on an employee maintaining satisfactory service.

- 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" means the employee's most recent date of employment as a permanent employee with the City of Santa Monica. Unless prohibited by the Family and Medical Leave Act, or other applicable state or federal law, the service date shall be adjusted for any unpaid leave of absence that 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. If 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) means eight hours.
- R. "Y-rated" means 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 shall reimburse the City for any overpayment of wages or benefits. Said reimbursement is not 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 following employee payroll warrant is the final or termination warrant issued to the affected employee.

**1.15 Payments at Termination**

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

**1.16 Compensation and Benefits for Part-Time Employees**

Permanent employees who are 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 includes base salary and any bonuses or skill pays provided by this MOU.

Permanent employees who are 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 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 are effective on the actual effective date of the action. All other salary and related benefit changes are 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 40 hours, the hourly rate shall be determined by dividing the bi weekly rate by 80.

- A. There shall be no salary increases during the term of this Agreement. However, if the City provides a net compensation increase in excess of compensation levels as provided for on February. 1, 2020, to any of the following bargaining units (IBT, FEMA, Local 1109, MEA, MTA, PALSSU, PAU, POA, SMART-TD, or STA), then ATA members shall receive a net compensation increase of at least equal value. This provision does not apply to any existing compensation increases negotiated between the City and PALSSU for FY 2020-2021 or the equity/market adjustment in section 2.02(D) of the MOU between the City and POA. This provision shall also exclude equity adjustments or reclassifications resulting from the annual reclassification process as already contemplated in the above- referenced MOUs.
- B. Equity adjustments will be addressed in accordance with Exhibit B to this Agreement regarding classification and compensation studies.

### **2.03 Accounting for Time Worked**

Employees are considered exempt employees under the Fair Labor Standards Act (FLSA) as applied to public agency employees. As a result, employees do not have to account for their work time on an hourly basis and are not eligible to accrue paid compensatory time off 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 are expected to work full-time, with full-time being defined as 80 hours per payroll period, unless the employee has requested and obtained part-time status. Regardless of their exempt status, employees must 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, an employee may, with advance approval by the employee's supervisor, "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 may upon occasion be called back to work after leaving or on a day off, or be assigned to work at a special pre-designated event that exceeds their full work week. If this occurs, each affected employee will coordinate and work with his or her supervisor to flex his or her schedule or arrange to take another day off that is equivalent, but must do so on a specific day pre-arranged with his or her supervisor.

Employees mandated by their supervisor to work the Los Angeles marathon will be compensated for all time worked at the straight time regular rate of pay.

In recognition for employees who are expected to answer phone calls or report to work outside of their normal working hours and who may not be able to flex their schedule or arrange to take a day off that is equivalent to the time spent beyond normal working hours will be eligible to receive 20 hours of non-cashable leave in a fiscal year. The City has identified certain classifications for which the current incumbents are eligible to receive the additional non-cashable leave. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. An employee who commences occupying one of the classifications for a portion of a fiscal year shall receive a prorated number of the 20 hours. A copy of the current list is attached as Exhibit C to this MOU.

This additional non-cashable leave cannot be carried over to the next fiscal year, and cannot be cashed out.

The parties, including the Department Director, will continue to discuss during the term of this MOU, the manner in which employees working in classifications under the Information Services Department shall be recognized for required work performed outside of an employee's normal working hours.

#### **2.04 Promotional Pay Rate**

If a permanent employee 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 5% salary

increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. If the promotion is to a supervisory position, the employee promoted shall receive not less than the next higher salary rate which provides a minimum 5% 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**

Reclassifications will be conducted in accordance with Exhibit B to this agreement.

## **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, the employee's salary shall be Y-rated. "Y-rated" means 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 recognized employee organization that 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 and that bargaining unit.

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

## **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 lasts at least 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 5% salary increase, provided, however, that 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 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 (i.e., 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 5% 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 apply to the employee assigned to cover the vacancy in any interim period.

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

## **2.08 Skill Pay**

The following provisions exist for added payment to employees who possess special skills not required of their classification specifications, provided 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 bi-weekly amount of \$76.15 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 cease as of July 1st of the next fiscal year. Courses that enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses are 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 following criteria shall receive a bilingual skill pay of a bi-weekly amount of \$23.08:

- (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; and
- (3) To become qualified, an employee must be certified as qualified through an 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 bi-weekly amount of \$23.08 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 cease as of July 1st of the next fiscal year. Courses that enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses are 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 who are assigned to regularly supervise other employees in the same job classification and who are not covered under the terms of Section 2.06 of this MOU.

## **ARTICLE III: SUPPLEMENTAL BENEFITS**

### **3.01 Health Insurance Programs**

#### **A. Medical Insurance**

The medical insurance provision for employees covered hereunder is set forth in the Umbrella Agreement that covers the following non-sworn City bargaining units represented by the Coalition that are represented by the following recognized employee organizations: 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), International Brotherhood of Teamsters, Local 911 (Teamsters), the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division Local 1785 (SMART-TD), and members of the Executive Pay Plan (EPP).

#### **B. Dental Insurance**

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

#### **C. Vision Insurance**

The City will provide vision care insurance, at no cost, to employees 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 will provide an employee assistance program, at no cost, to permanent employees and their eligible dependents provided that employees participate in the City-provided employee assistance program.

### **3.02 Retirement**

The City is a contract member of the California Public Employees' Retirement System (CalPERS), and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the Santa Monica City Council. The terms and conditions regarding CalPERS retirement and optional benefits for miscellaneous employees represented by MTA, STA, ATA, MEA, PAU, PALSSU, SMART-TD, Teamsters,

and EPP participants, are covered by the Umbrella Agreement between the City and a Coalition of those recognized employee organizations and are hereby incorporated into this MOU.

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

(1) the 2.7% @ 55 benefit formula with a final compensation period calculated as the 12 consecutive months of compensation earnable selected by the employee, as specified in California Government Code Section 20042.

(2) The City pays the entire member contribution equal to 8% of compensation earnable and reports the value of that employer-paid member contribution (EPMC) to CalPERS as compensation earnable pursuant to California Government Code Section 20636(c)(4). In return, each employee shall contribute to the City the added cost resulting from paying employer and employee retirement contributions on the EPMC, which is an amount equal to the product obtained by multiplying the value of the EPMC by the sum of 8% plus the City's prescribed annual contribution rate to CalPERS.

(3) Employee contributions include (1) a portion of the required employer contribution equal to 6.7% of compensation earnable as cost-sharing pursuant to Government Code Section 20516(f) and (2) the cost for the enhanced benefit of EPMC as described above in Section 3.02.A.(2).

B. Tier 2 employees hired on or after July 1, 2012, are provided the following retirement benefits:

(1) the 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement or another 36 consecutive month period designated by the employee, as specified in California Government Code Section 20037.

(2) Employee contributions include the entire required member contribution equal to 7% of compensation earnable.

C. Employees hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522.04(f)), are provided the following retirement benefits:

(1) the 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement

or another 36 consecutive month period designated by the employee as specified in California Government Code Section 7522.32.

(2) Employee contributions will be equal to one-half of the total normal cost as determined by CalPERS.

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

### **3.03 Tuition Payment Program**

The City will reimburse permanent full-time employees 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 (excluding the cost of lodging and meals) and the total cost of required study materials, provided, however, that:

- A. The maximum amount per 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 a job classification 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. Proof of completion must be provided to the Human Resources department.
- 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 are 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. If the employee does not pass the pre-authorized course or separates from City employment before completing the course, the employee must 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, 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.

Effective July 1, 2018, the City shall establish and maintain a Deferred Compensation plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. The City shall contribute to this Plan on behalf of each employee a bi-weekly amount of \$23.08. Effective October 1, 2019, the City shall contribute an additional bi-weekly amount of \$23.08 on behalf of each employee. For those employees who do not wish to have a plan established on his or her behalf, the employee will be given a one-time option to opt out effective July 1, 2018. Employees who exercise their right to opt out do not have the option to opt back in during the lifetime of the plan. The enrollment status of the participant (active contributor or opt-out non-participant) as of July 1, 2018, will remain in effect for the lifetime of the plan. New hires, upon initial eligibility for enrollment into the plan, will have the one-time option to opt out for the lifetime of the plan.

### **3.05 Mileage Reimbursement and Energy Conservation**

Reimbursement to employees 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 will maintain a long term disability insurance plan for permanent employees at no cost to the employee. The long term disability insurance benefits

will equal 60% of either the employee's base salary or \$8,333 per month, whichever amount is less, reduced by the employee's income from other sources.

### 3.07 Sick Leave Cash-Out

This section shall be suspended through June 30, 2022.

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" means 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<br/>In the Fiscal Year</u> | <u>Sick Leave Days Payable<br/>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, provided that there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

| <u>Sick Leave Days Used<br/>In the Fiscal Year</u> | <u>Sick Leave Days Payable<br/>At Fiscal Year End</u> |
|--|---|
| 2  | 12  |
| 3  | 11  |
| 4  | 10  |

|            |   |
|------------|---|
| 5          | 9 |
| 6          | 8 |
| 7          | 7 |
| 8          | 6 |
| 9          | 5 |
| 10         | 4 |
| 11         | 3 |
| 12         | 2 |
| 13         | 1 |
| 14 or more | 0 |

For a part-time employee, the sick leave buy back schedule set forth above 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.

The use of Code 40 or other time off not appropriately scheduled in advance disqualifies an employee from eligibility for payment under this Section.

Sick leave for which payoff is received is 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 option to cash out up to 48 hours of accrued vacation on two occasions each calendar year (on or about July 1 and the last paycheck in December), as follows:

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

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

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation 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 job classifications, if required to wear a uniform, shall receive a bi-weekly uniform allowance of \$23.08:

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

- B. In addition to the bi-weekly 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 a 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 for non-safety boots/shoes or not to exceed \$300 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 A., 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 A. 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 (e.g., hard hats and safety vests) subject to Department approval.

### **3.10 Term Life Insurance**

The City will maintain and provide 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. The term life insurance premium will be provided to employees at no cost. Employees will be responsible to pay any tax liability through payroll deductions as a result of this fringe benefit.

### **3.11 Professional Development Program**

Employees are 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 employee's Department Head: (1) is related to the 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, 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 must 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 will pay the dues of an employee who belongs to professional organization(s) in his/her career field, provided that the following criteria as determined by the employee's Department Head are met: (1) the professional organization is related to the 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 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 will 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 are eligible to receive an annual physical examination (i.e., 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 that 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 are 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 may access and use the Memorial Park fitness facilities and the Santa Monica Swim Center during both facilities' regular and normal operating hours. 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. Employees are solely responsible for the replacement fee for any lost or stolen cards. 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; and
- 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 employee with 15 or more years of service shall receive eight hours of cashable leave per fiscal year. The eight hours of cashable leave will accrue at the beginning of each fiscal year. Only individuals who are in pay status at that time will be eligible to accrue the eight hours. The eight hours will not carry over from one fiscal year to the next.

## **ARTICLE IV: LEAVES**

### **4.01 Paid Holidays**

Employees 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 Non-Cashable Floating Holiday
- One 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 Thanksgiving Day and the day before New Year's Day.

If an employee does not work on one of the half-day holidays (i.e., the day preceding Christmas Day and the day preceding New Year's Day), he/she must 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 1st. Only those employees who are in pay status as of July 1st are 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 1st and must be taken before the end of that fiscal year. Only those employees who are in pay status on January 1st are 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 that is cashed out at the end of the fiscal year shall be paid in an amount equal to eight 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 terminates his/her employment before the end of the fiscal year and if the employee was eligible to receive a cashable floating holiday but did not use

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 paycheck, with the employee receiving eight 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 a listed 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 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 accrue vacation leave with pay on the following basis:

- A. Following completion of the first six calendar months of continuous service, six working days.
- B. Thereafter, up to and including five completed years of service, one working day for each completed calendar month of service.
- C. Thereafter, up to and including ten completed years of service, 1.25 working days for each completed calendar month of service.
- D. Thereafter, up to and including 15 completed years of service, 1.5 working days for each completed calendar month of service.
- E. Upon completion of 15 years of service and thereafter, 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 in this MOU 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 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 employee may accrue up to ten days or 80 hours of personal leave if he/she reaches his/her maximum vacation accrual 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 can be carried over from year to year, but is not subject to cash-out when the employee separates from City employment.

#### **4.03 Sick Leave**

- A. Employees accrue sick leave with pay at the rate of one working day for each completed calendar month of service. Additionally, on July 1 of each fiscal year during the term of this Agreement, each employee shall receive 40 hours of sick leave. The additional 40 hours of sick leave each fiscal year shall cease as of June 30, 2022. The use of sick leave is set forth 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 is defined as absence from duty because of the employee's illness; the employee's 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 'registered domestic partner, which 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, 'registered domestic partner, or other family members as provided under applicable law. For the purposes of this section, parents and children of the employee's spouse or registered 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 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 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.

If the request for a leave of absence without pay is denied by the employee's supervisor, provided that 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 applicable state and federal law.

#### **4.06 Workers' Compensation Leave**

Any employee 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 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 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 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 who are duly called to serve on any jury and are unable to be excused therefrom shall receive their regular base compensation less all jury fees received, excluding mileage, for the time required to be spent in court, provided that an employee will be so paid for jury service for a maximum of ten 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 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 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 working days, which is defined as 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 the employee's spouse, domestic partner, child, stepchild, child of the employee's domestic partner, brother, sister, parent, stepparent, stepbrother, stepsister, parent-in-law, son-in-law, daughter-in-law, grandparent, and grandchild. Bereavement leave of not more than three working days, which is defined as 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 working days, for a total of five days' leave with pay, due to the death of a relative for whom only three 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 unreasonably denied by the City.

#### **4.09 Professional/Administrative Leave**

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

Four non-cashable management leave days shall be available July 1st of each fiscal year, and two additional non-cashable management leave days shall be available January 1st of each fiscal year. An employee must be in pay status as of July 1st in order to be eligible to receive the four non-cashable leave days and in pay status as of January 1st in order to be eligible to receive the two additional non-cashable leave days. Three 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 days in excess of three days shall be forfeited at the end of the fiscal year.

##### **B. Cashable Leave Days:**

Each permanent employee is entitled to five administrative leave days off with pay per fiscal year in recognition of their professional and administrative role at the City. Four of the administrative leave days shall be earned in one-day increments effective at the beginning of each three-month period of the fiscal year, to be usable as accrued. The fifth administrative leave day shall accrue at the beginning of the fourth three-month period of the fiscal year, to be usable as accrued.

Payment equivalent to the employee's base salary as of June 30th 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 means eight 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 are entitled to a leave of absence totaling four months immediately following the child's birth or adoption, and upon its expiration, shall be returned to the same line-item position occupied prior to the leave. Paid vacation leave, unused accrued administrative leave, and sick leave, if applicable, and unpaid leave shall be counted toward the four-month total. Additional leave may be requested under Section 4.04 of this MOU.

If state 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. However, except for sick leave, the employee will be required to exhaust all available leave time, if applicable, before he/she can go on an unpaid status. Each type of leave must be taken in cumulative, eight-hour (i.e., 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 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 that 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 is not required to perform the task complained of, will not suffer loss of pay or benefits, and will 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, 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 salary range shall normally be to Step 2 at one year of employment, Step 3 at two years of employment, Step 4 at three years of employment, and Step 5 at four 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 employee, may authorize entrance salaries higher than the minimum, and special increases earlier than what is prescribed in the salary schedule for the classification and length of service of the employee. In no event, however, shall the rate exceed the maximum rate for that classification.

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**

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

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

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

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

This program will be implemented effective October 1, 2017

The employees covered by this Agreement recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the City's Transportation Demand Management (TDM) Plan Ordinance. If members of the Bargaining Unit's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with ATA before any employee(s) would 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 is considered the official personnel file for each employee.

An employee's official personnel file and any other file kept on that employee is 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 is entitled to review the contents of his/her official personnel file at reasonable intervals provided that the employee schedules an appointment, at least 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 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 is 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 requires a Department Head to approve a request for reduction in hours. A denial of a request for a reduction in hours is not grievable.

### **5.07 Promotions**

If, upon promotion, an employee 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 has 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 Santa Monica Municipal Code Section 2.04.260.

## **ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS**

### **6.01 Payroll Deductions**

The City will, during the term of this MOU, deduct bi-weekly 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 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 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" is not appealable beyond the Department Head. An overall performance evaluation rating of "Meets Overall Standards" or "EXCEEDS STANDARDS" is not appealable.
- B. An appeal of 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 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 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 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 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 calendar days following the meeting

with the employee. Within seven 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 has 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 or more employees concerning:

- (1) Disciplinary actions.
- (2) A suspension, demotion, or removal from a job classification.
- (3) The procedure, rating, or outcome of a performance evaluation.
- (4) The application or interpretation of this MOU, 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 is subject to the procedures outlined in Santa Monica Municipal Code Section 2.04.430 and/or Section 2.04.440 et seq. the, which shall constitute the sole administrative recourses available under the terms of this MOU.

B. Grievances related to the application or interpretation of this MOU, 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 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 30 calendar days of the event giving rise to the grievance or within 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 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 work day following presentation of the grievance. Within five 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 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 working day following the forwarding of the grievance. Within five 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 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 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 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 have the right to be represented in grievance matters in the following manner:
  - (1) Employees 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. The grievant, representatives, and witnesses shall not 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 24 hours of such request.

## **6.05 Bargaining Unit Security**

### **A. Maintenance of Membership**

Employee payroll deduction authorizations for ATA dues are voluntary on the part of the employee but are not subject to unilateral cancellation by the employee during the term of the current MOU. Employees who are members of ATA 30 days after the ratification date of this MOU 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 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 is subject to the following terms and conditions:

- (1) An employee working in a classification covered by this MOU shall, within 30 calendar days of his/her employment, either (1) execute a payroll deduction authorization form as furnished by ATA, and thereby become and remain a member in good standing in ATA; or (2) pursuant to California Government Code Section 3508.5, pay to ATA a bi-weekly 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.
- (2) If an employee certifies that he/she is a member of a bona fide religion, body, or sect that 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 bi-weekly service representation fee to a nonreligious, non-labor charitable fund, chosen by the employee from a list of at least three such funds that 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 Bargaining 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 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 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 Bargaining Unit employees, is required to represent all 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 Subsections A. and B. of this Section 6.05.

## **6.06 Probationary Period**

Any appointment made from an eligible list shall be subject to a probationary period of twelve months for all employees covered herein. However, upon the determination of the appointing authority, that probationary period can be extended for up to two additional three month periods.

The twelve-month probationary period of an employee may be extended by the appointing authority if:

- A. A license, registration, or certification is required before permanent status may be granted, provided there is a reasonable expectation that the license, registration, or certification will be awarded during the extension.
- B. The employee is the subject of an investigation regarding his or her conduct, provided the employee is otherwise performing satisfactorily, and the investigation is expected to be completed during the extension period.
- C. The employee's performance needs improvement, but in the opinion of the appointing authority, can be expected to become satisfactory during the extended probation period.

If an appointing authority determines that the extension of an employee's probationary period is warranted, he/she shall submit to the Director of Human

Resources, in writing, the reasons(s) for extending the employee's probationary period within ten calendar days prior to the expiration of the probationary period. This same provision shall apply to any three-month extension of the probationary period.

No appointee shall acquire permanent civil service status until his/her probationary period has expired and unless prior to the expiration of such period the appointing authority of the appointee has recommended to the Director of Human Resources, in writing, that the appointee be given permanent civil service status. In the event the appointing authority fails to make such recommendation prior to the expiration of the probationary period, the employee will have successfully completed the probationary period. This same provision shall apply to any three-month extension of the probationary period.

The employee will be eligible to receive a periodic salary step increase upon the successful completion of his/her probationary period, provided the employee is not already at the top step of his/her salary range. Subsequent periodic salary step increases shall occur in accordance with Section 5.02 of this agreement.

#### **6.07 Re-Opener**

During the term of this Agreement, upon request from either the City or the ATA, to the extent required by law, the parties shall meet and confer in good faith regarding implementation of the City's new Payroll/HR program with consideration of possible adjustments to language or processes as they relate to payroll and human resources practices.

Additionally, during the term of this Agreement, upon request from ATA during the time period specified below, the parties shall meet and confer in good faith regarding the wages, hours and other terms and conditions of employment within the lawful scope of representation of ATA. If ATA exercises this re-opener option, then either party may propose changes to the wages, hours and other terms and conditions of employment within the lawful scope of representation of ATA. ATA must notify the City of its intent to exercise this option no earlier than March 1, 2021, and no later than March 15, 2021. Negotiations resulting from ATA's exercise of the re-opener option shall commence no earlier than March 30, 2021, unless both parties agree to an earlier date.

#### **6.08 Letter of Agreement Regarding May 5, 2020 Layoffs**

The terms and conditions of the LETTER OF AGREEMENT between the parties dated June \_\_, 2020, a copy of which is attached hereto as Exhibit D, are incorporated by reference herein as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_\_\_\_ day of <sup>9/4/2020</sup>\_\_\_\_\_, 2020.

ADMINISTRATIVE TEAM ASSOCIATES

DocuSigned by:  
*Benjamin M. Steers*  
EFFF32FCEC55442...  
Benjamin Steers

DocuSigned by:  
*Robert Silverstein*  
193F4FDE165D40B...  
Robert Silverstein

DocuSigned by:  
*Jose Aguilar*  
D24220D93FA44A5...  
Jose "Jay" Aguilar

DocuSigned by:  
*Elana Buegoff*  
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Elana Buegoff

DocuSigned by:  
*Ross Fehrman*  
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Ross Fehrman

DocuSigned by:  
*Steve Gomez*  
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Steve Gomez

DocuSigned by:  
*David Nanjo*  
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David Nanjo

ATTEST:

CITY OF SANTA MONICA  
a municipal corporation

DocuSigned by:  
*Denise Anderson-Warren*  
E2F85B056A714G3...  
DENISE ANDERSON-WARREN  
City Clerk

By: DocuSigned by:  
*[Signature]*  
FEC6DBA8A0D3460...  
LANE DILG  
Interim City Manager

APPROVED AS TO FORM:

DocuSigned by:  
*George S. Cardona*  
ECB444B01A56432...  
GEORGE CARDONA  
Interim City Attorney

Administrative Team Associates (ATA)  
MOU 2020-2022, Contract No. \_\_\_\_\_ (CCS)

## EXHIBIT A

Job classifications subject to the MOU shall be as follows:

Accountant -Collections  
Accountant I  
Accountant II  
Accounts Payable Supervisor  
Administrative Analyst  
Administrative Analyst-Cemetery  
Administrative Analyst-Engineering  
Administrative Analyst-Homeless Services  
Administrative Analyst-Housing/Loan  
Administrative Analyst-Information Systems  
Administrative Analyst-Library Admin Services  
Administrative Analyst-Library Fiscal Services  
Administrative Analyst-Records & Election Services  
Administrative Analyst-Youth & Family Services  
Administrative Services Officer  
Airport Operations Administrator  
Airport Operations Analyst  
Airport Operations Specialist  
Architect  
Architectural Associate  
Associate Planner  
Assistant Admin Analyst  
Assistant Building Officer  
Assistant Community Broadband Analyst  
Assistant Plan Check Engineer  
Assistant Planner  
Beach House Venue Manager  
Beach Recreation Supervisor  
Beach Manager  
Bikeshare Coordinator  
Billing and Collections Administrator  
Broadband Program Administrator  
Broadband Services Engineer  
Budget Analyst  
Building Projects Engineer  
Building Officer  
Business License Administrator  
CIP Project Manager  
Cable TV Manager  
Cemetery Administrator

Chief Data Officer  
Chief Performance Officer  
City Urban Designer  
Civil Engineer  
Civil Engineering Assistant  
Civil Engineering Associate  
Communications and Marketing Coordinator  
Communications Center Administrator  
Communications Engineer  
Community Broadband Analyst  
Community Recreation Administrator  
Community Recreation Systems Coordinator  
Contracts Coordinator  
Crime Analyst I  
Crime Analyst II  
Cultural Affairs Administrator  
Cultural Affairs Supervisor  
Cultural Affairs Venue Supervisor  
CUPA/Environmental Coordinator  
Custodial Services Administrator  
Data Officer  
Data Science Administrator  
Deputy Director-Special Projects  
Design & Historic Preservation Planner  
Disbursements Supervisor  
EMS Coordinator  
Economic Development Administrator  
Emergency Services Administrator  
Engineering Support Services Supervisor  
Environmental Planner  
Environmental Programs Analyst-Hazardous Materials Management  
Environmental Remediation Coordinator  
Executive Administrator to the City Manager  
Facilities Maintenance Contracts Administrator  
Facilities Services Administrator  
Farmers' Market Coordinator II  
FBO Manager  
Financial Reporting Administrator  
Financial Reporting Supervisor  
Financial Systems Analyst  
Financial Systems/Payroll Administrator  
Fleet Maintenance Administrator  
GIS Systems Analyst  
Housing Administrator-Production and Preservation

Housing Authority Administrator  
Human Services Administrator - Fiscal  
Human Services Administrator-Neighborhood and Park Initiatives  
Human Services Administrator-Youth and Family Development  
Human Services Administrator  
Internet Systems Analyst  
Lead Systems Analyst-Permit Systems  
Lead Systems Analyst-ERP  
Lead Systems Analyst-Public Safety  
Lead Systems Analyst-Water Resources  
Lead Water Chemist  
Liability Claims Adjuster  
Librarian I  
Librarian II  
Librarian III  
Librarian III-Branch Services  
Librarian III-Information Management  
Librarian III-Reference Services  
Librarian III-Youth Services  
Management Fellow  
Neighborhood Preservation Coordinator  
Network Construction Assistant  
Network Engineer  
Organizational Development & Training Administrator  
Organizational Development & Training Coordinator  
Parking Administrator  
Payroll Analyst  
Payroll Systems Analyst  
Permit Services Administrator  
Pier Administrator  
Plan Check Supervisor  
Police Records Administrator  
Principal Administrative Analyst  
Principal Administrative Analyst-Fire  
Principal Administrative Analyst-Information Systems  
Principal Business Process Technology Analyst  
Principal Civil Engineer  
Principal Community Services Supervisor-Youth and Family Services  
Principal Financial Systems Analyst  
Principal Network Engineer  
Principal Plan Check Engineer  
Principal Planner  
Principal Planning & Community Development Analyst  
Principal Public Works Analyst

Principal Sustainability Analyst  
Principal Traffic Engineer  
Principal Transportation Planner  
Principal Treasury Analyst  
Principal Urban Designer  
Procurement Supervisor  
Project Manager  
Project Manager Wellbeing Project  
Project Portfolio Manager  
Public Information Coordinator  
Public Information Officer  
Public Services Administrator-Forensics  
Public Services Administrator-Jail  
Public Services Administrator  
Purchasing Services Manager  
Records Management Coordinator  
Resource Recovery & Recycling Administrator  
Risk Management Analyst  
Safety Officer  
Sales & Marketing Coordinator  
SCADA Systems Analyst  
Software Systems Analyst  
Software Systems Analyst-ERP  
Software Systems Analyst-Permitting Systems  
Software Systems Analyst-Water Resources  
Special Projects Engineer  
Senior Accountant  
Senior Administrative Analyst  
Senior Administrative Analyst-Architecture  
Senior Administrative Analyst-Child and Family Resources  
Senior Administrative Analyst-Community Use  
Senior Administrative Analyst-Financial Analyst  
Senior Administrative Analyst-Homeless Services  
Senior Administrative Analyst-Housing Authority  
Senior Administrative Analyst-Human Services/Fiscal  
Senior Administrative Analyst-Library Fiscal Services Coordinator  
Senior Administrative Analyst-Library Administrative Services  
Senior Administrative Analyst-Open Space Management  
Senior Administrative Analyst-Parks and Community Facility Planning  
Senior Administrative Analyst-Transit Grant  
Senior Architect  
Senior Budget Analyst  
Senior Buyer

Senior Construction Manager  
Senior Development Analyst  
Senior Grants Analyst  
Senior Human Services Analyst  
Senior Human Services Program Analyst  
Senior Marketing Manager  
Senior Plan Check Engineer  
Senior Planner  
Senior Sustainability Analyst  
Senior Procurement Analyst  
Senior Transit Scheduler  
Senior Transportation Planner-Bicycle Program  
Senior Transportation Planner  
Senior Water Resources Protection Specialist  
Successor Agency Administrator  
Supervising Civil Engineer  
Supervising Workers Compensation Claims Examiner  
Sustainability Administrator  
Sustainability Analyst  
Sustainable Building Advisor  
Sustainable Energy Engineer  
Sustainable Procurement Advisor  
Systems Administrator  
Systems Analyst  
Systems Analyst-Permitting System  
Systems Analyst-Public Safety  
Systems Analyst-Share Point  
Systems Analyst-Transit System  
Systems Engineer  
Systems Policy Engineer  
Technology Project Manager  
Technology Training Coordinator  
Transit Advertising Coordinator  
Transit Community Engagement Coordinator  
Transit Community Engagement Officer  
Transit Government Relations Officer  
Transit Marketing Coordinator  
Transit Planner  
Transit Planning Administrator  
Transit Scheduler  
Transportation Demand Program Manager  
Transportation Engineer  
Transportation Management Coordinator  
Transportation Planning Associate

Transportation Planning Assistant  
Treasury Administrator  
Urban Designer  
Volunteer Program Coordinator  
Water Chemist  
Water Production and Treatment Administrator  
Water Quality Analyst I  
Water Quality Analyst II  
Water Resources Program Administrator  
Water Resources Protection Specialist  
Water/Wastewater Administrator  
Web Developer  
Workers' Compensation Administrator  
Workers' Compensation Claims Examiner  
Zero Waste Coordinator

## **EXHIBIT B**

### **CLASSIFICATION AND COMPENSATION STUDIES**

#### **Classification Study**

An employee may request that a classification study be conducted if the employee believes that he/she is being assigned work that is outside the range of his/her normal and regular duties as stated in his/her job classification. The employee may submit a classification study request form and Position Description Questionnaire through his/her immediate supervisor and his/her Department Director to the Human Resources Department. Criteria for completing the study is outlined within the required forms.

If the Human Resources Department finds that the employee has been working outside his/her job classification for the required period of time and that he/she has not been compensated for the out of classification work, the Human Resources Department shall conduct a classification study to determine the appropriate job classification.

Should a reclassification occur, 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.

A reclassification of a permanent employee 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 a 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

The reclassification of a position to a lower level job classification will not be considered a demotion. If a position is reclassified to a lower level job classification, the salary of the current employee in that classification shall be Y-rated until the step 5 salary of the new job classification equals or exceeds the Y-rated salary. (Section 2.06, Y-Rating)

All classification studies shall be conducted by the Human Resources Department in accordance with the City's civil service rules set forth in the Santa Monica Municipal Code and recommendations made to the City Manager or designee, whose decision shall be final. Once a final decision has been made by the City Manager or designee regarding the classification study, the Human Resources Department will provide the Department Director and the employee whose position was studied with a final decision. The Human Resources Department will then notify the affected bargaining units of the classification study and/or compensation study decisions. Reclassifications are subject to the approval of the City Council.

## **Compensation Study**

If there is no dispute whether the job classification accurately reflects the duties being performed by the employee(s) in the classification but the employee(s) believes that the base salary should be adjusted based on how the job classification is paid in the external market, he/she may submit a compensation study request form through his/her immediate supervisor and his/her Department Director to the Human Resources Department.

A given classification covered by this MOU will be eligible to receive an equity adjustment providing that the compensation study conducted by the Human Resources Department 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 Director of Human Resources or his/her designee, when determining whether or not an equity adjustment for a given classification is warranted. The Human Resources Department will be willing to receive and evaluate any salary comparison data that the employee or bargaining unit might want to make available regarding an equity adjustment for a given classification.

In the event there are no comparable positions or an insufficient number of comparable positions, as determined by the Director of Human Resources, the salary range will be based on relevant internal equity alignment factors, as determined by the Director of Human Resources or his/her designee.

Should a compensation study indicate that a given job classification is currently being paid above the mean salary paid to the same classification found in comparable cities, the salary range for current incumbents in that classification will remain unchanged.

Once a final decision has been made by the City Manager or designee regarding the compensation study, the Human Resources Department will provide the Department Director and the employee whose position was studied with a final decision. The Human Resources Department will then notify the affected bargaining units of the classification study and/or compensation study decisions.

Equity adjustments described herein will be considered on an annual basis, either as a part of the annual budget process if no MOU negotiations should be occurring during the year in question or as a part of the MOU negotiations process should the MOU be up for negotiations. Like any other salary increase, equity adjustments are subject to the approval of the City Council.

**How a classification or compensation 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 Director
- The Director of Human Resources can determine that a study is needed
- During Contract Negotiations

**When a classification or compensation study request can be submitted:**

- The study request can be submitted at any time during a fiscal year, however, for implementation for the upcoming fiscal year annual budget, the completed request form and Position Description Questionnaire must be submitted to the Human Resources Department by September 1st.
- Studies received after September 1<sup>st</sup> shall be studied during the next fiscal year's annual budget cycle.

**When the results of a classification or compensation study can be implemented:**

- Included in an MOU that is up for negotiation
- Included in the annual budget adopted by City Council
- There will not be a retroactive implementation of any salary changes, unless the MOU is retroactively implemented or the MOU specifies a date for implementation.

**A job classification 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 classification study request form and Position Description Questionnaire that has been completed by the employee and submitted through his/her immediate supervisor and his/her Department Director to the Human Resources Department.
- The employee has been working outside his/her classification and he/she has not been compensated for the out of classification work.
- The position has not been studied within the past 24 months.

**How the results of a classification study will be implemented:**

- A reclassification to a higher-level job classification, with a higher salary range, will result in the employee being placed at whatever salary step results in at least a 5% increase, provided that the top step of the new salary range cannot be exceeded.
- A reclassification to a lower-level job classification, with a lower salary range, will result in the employee being placed in the salary range of the lower level job

classification. The employee's salary will be Y-rated until the salary range of the lower-level job classification equals or exceeds the Y-rated salary.

- If the result of the classification study conducted by the Human Resources Department does not justify a reclassification of the employee(s) position, then the job classification will not change.

**How the results of a compensation study will be implemented:**

- If a higher salary is warranted, 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 not be a retroactive implementation unless the MOU is retroactively implemented or the MOU specifies a date for implementation.

If a lower salary or no salary change is warranted, the employee's salary will not be changed.

## EXHIBIT C

### LIST OF CLASSIFICATIONS ELIGIBLE TO RECEIVE ADDITIONAL 20 HOURS NON-CASHABLE LEAVE

The City has identified certain classifications for which employees are eligible to receive an additional 20 hours of non-cashable leave for employees who are expected to answer phone calls or report to work outside of his or her normal working hours and who may not be able to flex their schedule or arrange to take a day off that is equivalent to the time spent beyond normal working hours. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. Effective July 1, 2017, the following classifications are eligible:

- Cemetery Administrator
- Communication Center Administrator
- Emergency Services Administrator
- Police Records Administrator
- Public Services Administrator
- Public Services Administrator – Animal Control
- Public Services Administrator – Forensics
- Public Services Administrator – Jail
- Water/Wastewater Administrator
- Water Production and Treatment Administrator

## EXHIBIT D