

**CITY OF SANTA MONICA**  
**CONFIDENTIAL UNREPRESENTED EMPLOYEES**  
**JULY 1, 2017-JUNE 30, 2019**  
**CONTRACT No. 10548 (CCS)**

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**A. TERM OF PAY PLAN**

This Confidential Unrepresented Employees Pay Plan is effective as of July 1, 2017, until June 30, 2019 or until such time that a successor pay plan is approved.

**B. PARTICIPANTS**

Participants in the Confidential Unrepresented Employees (“CUE”) Pay Plan include those employees who have been identified as confidential and unrepresented, in the job classifications listed in Exhibit A. This Pay Plan with the City sets forth the terms and conditions of the CUE. Employees within those classifications have the same work rules, terms and conditions, benefits, and privileges of employment as set forth in the Memorandum of Understanding (MOU) between the City and the respective bargaining unit for which the certain classification is tied to, as identified in Exhibit A, including the Management Team Associates (MTA), the Administrative Team Associates (ATA), and the Municipal Employees Association (MEA). Some of those benefits include, but are not limited to, annual cost of living increases, CalPERS retirement contributions, sick leave, vacation leave, management leave, bereavement leave, family leave, paid holidays, jury duty, sabbatical leave, a leave of absence, health insurance, vision insurance, dental insurance, deferred compensation, worker's compensation coverage, long term and short term disability, and all other benefits received by the respective bargaining unit members.

**C. COMPENSATION**

1. Effective July 1, 2017, the base salaries of those positions tied to ATA, MEA and MTA shall be increased by 1.7%.
2. Effective July 1, 2018, the base salaries of those positions tied to MEA shall be increased by 1.5%.
3. Effective January 1, 2019, the base salaries of those positions tied to ATA and MTA shall be increased by 1.5%. Any salary changed under this provision will be presented to City Council for adoption by Resolution.

**D. HOURS OF WORK AND OVERTIME**

Certain participants in the CUE are exempt employees under the Fair Labor Standards Act (FLSA), work during normal business hours of the City and, in addition, devote whatever time is necessary to accomplish the work of their offices without eligibility to accrue compensatory time or to be paid overtime compensation. As a result, exempt employees will not have to account for their work time on an hourly basis and will only need to account for each full day of absence that occurs on a regularly scheduled work day.

Participants in the CUE who are not exempt under the FLSA will have to account for their work time in accordance with the MOU for which their classification is tied to.

**E. TEMPORARY UPGRADE PAY/PAY FOR SERVING IN A HIGHER JOB CLASSIFICATION**

When, in the determination of the Department Head, it is necessary to assign the full range of duties and responsibilities of a job classification higher than those normally performed by an employee due to the temporary absence of an employee in a higher job classification or a vacancy in a higher level job classification, employees so assigned shall be compensated as follows:

1. For those classifications tied to MEA, if the assignment is temporary due to the vacation, sick leave, or other temporary absence of the employee in the higher classification, the employee temporarily assigned shall be paid an additional \$1.25 per hour for all such hours assigned. If an employee who holds a "lead" or "senior" position, and thereby has "supervisory" duties and responsibilities as set forth in the classification specification established for his/her position, is assigned the essential duties and responsibilities of a supervisory position represented by the Supervisory Team Associates (STA), he/she must serve in that supervisory position for a minimum of 80 hours in order to be eligible to receive pay for serving in a higher job classification, at which point the pay for serving in a higher job classification will be retroactive to the first day on which the employee began the acting assignment. For other temporary acting assignments, the employee must work one full work day in an acting capacity in the higher level job classification that is temporarily vacant in order to be eligible to receive pay for serving in a higher job classification. The only exception would be City-designated emergency-related positions (e.g., Communication Operator), in which case the employee will only be required to work a minimum of four hours in the higher level job classification in order to be eligible to receive pay for serving in a higher job classification.
2. For those classifications tied to any of the other bargaining units, if an employee is assigned on an interim or acting basis to a vacant position in a higher level job classification, the employee shall receive the salary rate for the higher level job classification at the lowest salary step of the salary range that provides an increase of at least 5% over his/her current salary, for all such work days assigned in the higher level job classification. If the Department Head elects to make a temporary appointment to a vacant position, he/she shall abide by the rules and regulations regarding temporary/acting appointments that have been adopted by the Personnel Board to implement the sections of the Santa Monica Municipal Code pertaining to temporary appointments.

3. If an eligible list exists for the vacant position, the Department Head shall attempt to 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.
4. Nothing in this section requires the City to make temporary assignments of employees.
5. Assignments to and from the situations described in this section are not promotions or demotions as described in the Municipal Code and are, therefore, not subject to appeal to the Personnel Board. An acting assignment shall be based on merit, taking into account the qualifications and performance ratings of employees who are qualified for the acting assignment. All other things being equal, seniority (based on total City service) shall be the deciding factor.

## **F. 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 between the City and Administrative Team Associates (ATA), Management Team Associates (MTA), Municipal Employees Association (MEA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Supervisory Team Association (STA), the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD) Local 1785, International Brotherhood of Teamsters (IBT) Local 911, and Executive Pay Plan participants are covered by an Umbrella Agreement between the City and a Coalition of those recognized employee organizations.

1. Tier 1 employees hired by the City before July 1, 2012, are provided the following retirement benefits:
  - A. 2.7% @ 55 benefit formula with a final compensation period calculated as the single-highest year or highest 12 consecutive months of compensation earnable.
  - B. 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.

- C. 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.
- 2. Tier 2 employees hired by the City on or after July 1, 2012, are provided the following retirement benefits:
    - A. 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.
    - B. Employee contributions include the entire required member contribution equal to 7% of compensation earnable.
  - 3. Employees hired on or after January 1, 2013, who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 are provided the following retirement benefits:
    - A. 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.
    - B. Employee contributions will be 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.

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

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

All other terms and conditions set forth in the Umbrella Agreement and not noted above shall apply to participants of the CUE.

**G. HEALTH BENEFITS**

The medical insurance provision for employees covered hereunder is set forth in Umbrella Agreement, which covers the following non-sworn City bargaining units: ATA, MTA, MEA, PAU, PALSSU, STA, SMART-TD Local 1785, IBT Local 911, and EPP participants.

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

**H. VISION CARE**

The City agrees to provide vision care insurance, with no cost for monthly premiums, to participants in the CUE and their eligible dependents, provided that employees participate in the City-offered vision insurance plan. The City retains the right to select the provider and to set the levels of coverage for vision care insurance.

**I. EMPLOYEE ASSISTANCE PROGRAM**

The City agrees to select and provide an employee assistance program, with no cost for monthly premiums, to participants in the CUE and their eligible dependents. The City retains the right to select the provider and to set the levels of coverage and benefits of this program.

**J. LIFE INSURANCE**

Each participant in the CUE shall receive term life insurance at City expense with the amount of said insurance to be tied to the MOU of the respective bargaining unit.

**K. LONG TERM DISABILITY INSURANCE**

Participants in the CUE shall receive long term disability insurance coverage at City expense. Subject to the usual provisions and exclusions of such insurance plans, the coverage shall be determined by the MOU of the respective bargaining unit.

**L. TUITION REIMBURSEMENT**

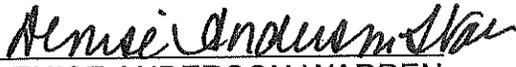
Participants in the CUE are eligible for tuition reimbursement covering tuition and required study materials for career improvement or job enhancement courses, as approved by their Department Head. The applicable terms of tuition reimbursement shall be determined by the MOU of the respective bargaining unit.

**M. OTHER LEAVES**

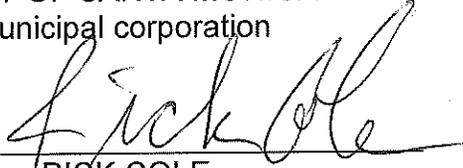
Notwithstanding any other provision of this Pay Plan, the CUE participants are eligible for all statutorily mandated leaves in addition to other leaves as set forth in the Municipal Code, Administrative Instructions, and subject to any terms and conditions in the MOU of the respective bargaining unit.

IN WITNESS WHEREOF, the parties hereto have caused this CUE pay plan to be executed this 12<sup>th</sup> day of February 2019.

ATTEST:

  
DENISE ANDERSON-WARREN  
City Clerk

CITY OF SANTA MONICA  
a municipal corporation

By:   
RICK COLE  
City Manager

APPROVED AS TO FORM:

  
LANE DILG  
City Attorney

**EXHIBIT A**  
**CUE CLASSIFICATIONS**

Assistant City Treasurer (MTA)  
Budget Manager (MTA)  
Executive Administrative Assistant, Human Resources (MEA)  
Human Resources Analyst (ATA)  
Human Resources Manager (MTA)  
Senior Human Resources Analyst (ATA)