

Contract No. 10625 CCS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
CALIFORNIA TEAMSTERS LOCAL 911
2017-2020**

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ARTICLE I: GENERAL PROVISIONS

1.01 Parties to the Memorandum of Understanding

This Memorandum of Understanding (“MOU” or “Agreement”) has been negotiated and prepared “in accordance with the Meyers-Miliias-Brown-Act (“MMBA”), and has been executed by the City Manager on behalf of the City of Santa Monica (the “City”) and by duly authorized representatives of the California Teamsters Local 911 (“Teamsters”), on behalf of employees occupying the job classifications set forth in Exhibit A to this Agreement.

If any new job classifications are created that are proposed to be added to the bargaining unit represented by Teamsters, the Employee Relations Officer, or the Director of Human Resources as his/her designee, will notify Teamsters prior to Personnel Board and City Council consideration of the new classifications. No classifications currently represented by Teamsters shall be excluded from the bargaining unit during the term of this Agreement, except by mutual agreement.

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; to provide an orderly and equitable means of resolving differences that may arise under this Agreement, 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 Teamsters.

1.03 Term of Agreement

This Agreement is effective as of July 1, 2017, and will remain in full force and effect until June 30, 2020. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2020. Negotiations will be scheduled promptly following any such notification.

1.04 City Council Approval

This Agreement 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 Organization

Teamsters is hereby acknowledged as the Recognized Employee Organization representing only the permanent employees occupying the job classifications set forth in Exhibit A’. It is the mutual understanding of the parties to this Agreement that acknowledgment of Teamsters, 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 Teamsters as 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. The scope of representation shall be exercised or performed in compliance with the City's Employer-Employee Relations rules and the MMBA.

1.07 Full Understanding, Modification, and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation'. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this Agreement. Each party, for the term of this MOU, specifically waives the right to negotiate for changes herein, and agrees that the other shall not be required to negotiate for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects within the scope of representation'.

1.08 Management Rights Reserved

The City retains all rights it had prior to this Agreement except those rights specifically delegated by this Agreement; provided that the City shall exercise those rights in compliance with applicable state law, the Civil Service provisions of the Municipal Code, the City Charter, and the provisions of this MOU.

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

- A. Direct, supervise, hire, promote, suspend, demote, 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 the 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 Services

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, illegal picketing or any other illegal 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, illegal picketing or any other illegal 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, upon 24 hours' notice, 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. The protection of the public health, safety and welfare demands that neither Teamsters, 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, illegal picketing, retarding of work, abnormal absenteeism, withholding of services, or any other illegal interference with the normal work routine. The provisions of this Section apply for the same term as this Agreement, and during any renewal or extension thereof. Violation of any provision of this MOU by either party shall be cause for the other party to terminate this Agreement, in addition to whatever other remedies may be available under the law or in equity.
- D. There shall be no general lock-out of bargaining unit members during the term of this Agreement, or during any renewal or extension thereof. Both parties agree to exercise good faith in complying with all the terms and conditions of this MOU.

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 remainder of this MOU shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, 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, 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 law and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties to this Agreement 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 the MOU and do not in any way limit, define, or amplify the terms and provisions of this MOU.

1.12 Non-Discrimination/Harassment and Equal Employment

Teamsters 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. "Completed Calendar Month of Service" means a calendar month in which an employee has been in pay status for 88 hours in two consecutive bi-weekly pay periods.
- B. "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.
- C. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a line-item position in the Classified Service of the City, either by original employment, re-employment, or promotion. The date of

entrance anniversary for employees with broken service is the date on which the last unbroken service in the classification was effective.

- D. "Full-Time Work Week" means 40 hours within the seven consecutive days (i.e., seven consecutive 24-hour periods) established as the work week for the affected employee(s).
 - (1) Employees who are employed in 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. Employees who are employed in a work week greater than that defined as the full-time work week shall be compensated for hours in excess of the full-time work week on the basis of and in accordance with Section 2.03 relating to overtime. Compensation includes base salary and any other compensation, including bonuses or skill pays, provided by this Agreement.
 - (2) An employee in a part-time position will accrue leave in the same ratio as the number of hours the position is budgeted per week is to the full-time work week for the position occupied. Other fringe benefits shall be provided to part-time employees as if they were employed on a full-time basis.
- E. "In Pay Status" means earning pay through the City's active employee payroll system.
- F. "Line-Item Position" means a position that is specifically itemized in the personnel schedule of the annual budget of the City.
- G. "Nearest Dollar" means the next lower dollar in a monthly rate when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- H. "Pay" means compensation received for regular hours worked, sick leave, bereavement leave, vacation, holidays, compensatory time off, and jury duty.
- I. "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 held pending the employee's return.

The term “permanent employee” will 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 their status under the Santa Monica Municipal Code, City Charter, and applicable state law.

J. “Salary Range” means the normal 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.

K. “Salary Range steps 1 through 4” means and will be established to bear the following percentage relationship to Salary Range step 5 computed to the nearest dollar. Normal progression through the range toward step 5 shall be in annual step increments contingent on 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%

L. “Satisfactory Service” means the attainment of an Overall Performance Rating of not less than “Meets Overall Standards” on the performance report associated with the employee’s most recent date of entrance anniversary.

M. “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 similar state or federal law, the employee’s service date shall be adjusted for unpaid leaves of absence that exceed 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.

N. “Working Day” as used in the sections of this Agreement pertaining to vacation accrual (Section 4.02), sick leave accrual (Section 4.03) and Personal Leave accrual (Section 4.09), means eight hours.

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. If the overpayment was not the result of fraud or misrepresentation by the employee, the overpayment shall be reimbursed by payroll deductions over a time period equal to the time period that overpayment

was made, or by any other reasonable repayment method mutually acceptable to the City and the employee. If the overpayment was the result of fraud or misrepresentation, the overpayment shall be reimbursed by immediate lump-sum payroll deduction(s). In any event, a lump-sum deduction is required if the following employee payroll warrant is the final or termination warrant issued to the affected employee.

1.15 Payments at Termination

When a permanent employee leaves the service of the City, that employee is entitled to lump sum payoff of vacation days and any unused compensatory time. No claim may be made against the City for the use or payoff of unused sick leave, non-cashable holidays or personal leave, nor can the effective date of termination be extended by use of compensatory time, sick leave, vacation, or personal leave days.

ARTICLE II: COMPENSATION

2.01 Effective Date of Salary Increase

Notwithstanding any other provisions contained in this MOU, changes to the salary range and salary-related benefit changes are effective on the first day of the payroll period closest to the effective date stated herein. If the effective date falls on the Sunday in the middle of the pay period, the effective date shall be the first day of the following payroll period.

2.02 Salaries

Salaries of permanent employees 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 equivalent shall be determined by dividing the bi-weekly rate by 80.

Normally, a new employee will be placed at step 1 of the salary range established for the position for which he/she has been hired. However, the City Manager, in exceptional cases, based on specific appraisal of the difficulty of the work, the new employee's prior salary history, and the experience and ability of the new employee, may authorize entrance salaries higher than the minimum salary established for the position. In no event, however, shall the rate exceed the maximum rate for that class.

- A. Effective July 23, 2017, the step 5 salaries of employees shall be increased by 1.7%.
- B. Effective January 1, 2019, the base salaries of employees shall be increased by 1.5%.
- C. Effective January 1, 2020, the base salaries of employees shall be increased by 1.5%.
- D. A given classification is eligible to receive an equity adjustment, provided that the compensation study conducted by the City 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 or similar classification found in comparable cities. The City will consider any salary comparison data that Teamsters may provide regarding an equity adjustment for a given classification. Should If a compensation study indicates that a given classification is currently being paid above the mean salary paid to the same or similar classification found in comparable cities, the salary range for current employees in that classification will remain unchanged. If 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.

- E. A request for a compensation study can be submitted at any time. Only those studies that can be completed by January 1st will be considered for implementation for the upcoming fiscal year. Every attempt will be made by the Human Resources Department to complete study requests submitted no later than September 1st by the following January 1st deadline. Exhibit E establishes the criteria for when compensation studies will be conducted.
- F. Equity adjustments described herein will be considered on an annual basis, either as part of the annual budget process if no MOU negotiations are occurring during the year in question or as a part of the MOU negotiations process if a successor MOU is being negotiated. Like any other salary increase, equity adjustments are subject to the approval of the City Council.
- G. An employee may request that a classification study be conducted for his/her position to determine whether or not the position is classified correctly. A request for a classification study can be submitted at any time. Only those studies that can be completed by January 1st will be considered for implementation for the upcoming fiscal year. Every attempt will be made by the Human Resources Department to complete study requests submitted no later than September 1st by the following January 1st deadline. The Human Resources Department shall conduct the classification study in accordance with the City's civil service rules set forth in the Santa Monica Municipal Code and make their recommendation to the City Manager, whose decision shall be final. Exhibit E establishes the criteria for when classification studies will be conducted.
- H. The reclassification of a position to a lower level job classification is not considered a demotion and is not appealable to the Personnel Board. 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.
- I. Where Subsections C. and D. above and Exhibit E to this Agreement are in conflict, Exhibit E will take precedence.
- J. The City shall conduct a compensation study for the classifications of RRR Maintenance Worker, Lead Traffic Painter, and Lead Parking Meter Technician. The study shall be completed by December 31, 2014. If salary adjustments are recommended, they will be considered as part of the budget process and become effective July 1, 2015.

2.03 Overtime

In order to receive compensation for overtime, an employee must receive authorization, in advance, from management to work the overtime. If advance authorization from management was not received by the employee, the employee is not entitled to receive overtime compensation for any additional hours worked. Overtime for full-time permanent employees means work in excess of the employee's regularly scheduled work day or in excess of 40 hours in one week. Overtime for permanent part-time employees who regularly work less than 8 hours in one day and 40 hours in one week means work in excess of 8 hours in one day or 40 hours in one week. Overtime hours must have the prior approval of an authorized management official.

For the purpose of calculating overtime, sick leave that has been scheduled in advance, and discretionary paid time off that has been scheduled in advance (defined as vacation, personal leave (i.e., MOU days), floating holidays, compensatory time off, and City-recognized holidays) count towards the 40 hours. Non-discretionary paid time off, defined as all other paid leave time, does not count towards the 40 hours.

In addition, if an employee is required to work on a holiday observed by the employee's department or division, the employee shall be paid overtime for all hours worked on the holiday in addition to holiday pay. If the employee works on an authorized holiday, the actual number of hours worked on the holiday counts towards the 40 hours for the purpose of calculating overtime for the work week.

All authorized overtime shall be compensated with cash payment based upon 1.5 times the hourly rate equivalent of the employee's monthly salary computed to the nearest one-tenth of an hour. Instead of cash payment, an authorized management departmental official may grant compensatory time off at the rate of 1.5 hours off for such overtime provided that such compensatory time off can be granted within the fiscal year in which it is earned. If compensatory time is accrued and not taken by the end of the last full pay period of any fiscal year, it will be paid to the employee at the rate earned. An employee will be allowed to accrue a maximum of 80 hours of compensatory time off. Any hours earned above the 80-hour maximum shall be paid to the employee at the applicable overtime rate of pay.

There shall be a reasonable effort to distribute overtime equitably among employees in the applicable job classification in an operational work group. Additional work assigned to an employee, permanent or as-needed, and which brings the employee's total work hours to 40 hours for the work week, will not be considered an overtime assignment under this provision. If an employee believes that he/she has been improperly denied overtime assignments, the employee may file a grievance.

In no event may an employee's work schedule be changed to avoid the payment of overtime unless the employee initiates the schedule change.

2.04 Shift Differentials

Shift differentials are as follows:

- A. \$1.00 per hour for all hours worked on the shift for employees whose schedule requires that the employee work at least four hours between 4:00 PM and 12:00 AM (midnight), subject to Subsections C., D., and E. below.
- B. \$1.25 per hour for all hours worked on a shift for employees whose schedule requires the employee to work at least four hours between 12:00 AM (midnight) and 7:00 AM, subject to Subsections C., D., and E. below.
- C. If any employee qualifies under both Subsections A. and B. above, Subsection B. shall prevail.
- D. Shift differentials do not apply when scheduled hours are compensated as overtime.
- E. Shift differentials do not apply when the employee is working the above hours as part of a "split shift." "Split shift" means a shift of eight or more hours in a single day, separated by a break of at least three non-working hours during the shift. Such employees shall be paid the applicable shift differential, established in Subsections A. or B. above, only for the hours actually worked on that shift.
- F. If, during the term of this Agreement, a higher night shift differential is provided by the City Council to any other bargaining unit, employees shall receive the higher rate.

2.05 Standby Pay

An employee required to serve on standby duty shall be paid a bonus of 12.5% of his/her base salary for those hours that he/she is serving on standby duty. Mileage will be reimbursed if an employee is required to use his/her personal vehicle to drive from their regularly assigned place of work (e.g., City Yard) to and/or from the actual work site location to which he/she is required to respond as a part of his/her standby assignment. If the employee is called in to work, the employee who is called back shall remain on standby pay until he/she arrives at the work site, at which time he/she will be compensated for hours worked at the appropriate regular or overtime rate of pay. If the employee goes back on standby duty upon completion of the work for which he/she was called back, he/she will receive standby pay for the remaining hours that he/she is on standby duty. To be eligible for standby pay, the employee must be able to respond to his/her work location within 60 minutes.

2.06 Skill Pay and Bonuses

The following provisions apply for added payment for special work assignments:

- A. Supervisory Differential – A supervisory differential of 5% shall be paid to employees who are assigned to regularly supervise other employees in the same job classification and who are not covered under Section 2.07.
- B. Bilingual Skill Pay – Qualified employees who meet the following criteria shall receive a bi-weekly bilingual skill pay of \$23.08:
 - (1) The employee must be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
 - (2) An employee must regularly utilize such skills during the course of his/her duties, as determined by City management, or upon regularly occurring requests of City management.
 - (3) The employee must be certified as qualified through an examination procedure administered or designated and overseen by the Human Resources Department.
 - (4) Recertification of this skill may be required from time to time through an examination procedure administered or designated and overseen by the Human Resources Department.

If an employee who is receiving a bilingual skill pay changes positions or has his/her duties changed, the employee must re-qualify for the bilingual skill pay by meeting the criteria listed above.

An employee who has not been certified and qualified and is not receiving bilingual skill pay will not be required to utilize this skill except on an occasional basis.

If an employee qualifies for bilingual skill pay for Spanish and is required to regularly use said skill during what are determined by the Human Resources Department to be emergency or emergency-related situations, he/she shall receive an additional bi-weekly amount of \$23.08, for a total bi-weekly amount of \$46.16. Any employee who, as of January 1, 1995, was receiving a bi-weekly amount of \$46.16 as a bilingual skill pay for Spanish will continue to receive the higher bilingual skill pay as long as he/she is eligible to receive said skill pay.

- C. Water Treatment Certification Bonus – A Water Treatment Operator who obtains a Grade III, Grade IV, or Grade V Water Treatment Operator certification from the California Department of Health Services shall receive a bi-weekly bonus of \$11.54 for each certification received that is not a

minimum qualification for the employee's job classification. Any salary established for the Water Treatment Operator job classification that requires a Grade III, Grade IV, or Grade V Water Treatment Operator certification from the California Department of Health Services shall have the appropriate certification bonus(es) rolled into the base salary that is established. Effective July 1, 2014, the Grade III certification shall be added to base salary to the Water Treatment Operator and the Lead Water Production and Treatment Operator classifications.

- D. Water Distribution Certification Bonus – Effective July 23, 2017, a Water Distribution Operator who obtains a Grade II, Grade III, Grade IV, or Grade V Water Distribution Certification from the State of California Water Resources Control Board shall receive a bi-weekly bonus of \$23.08 for each certification received that is not a minimum qualification for the employee's job classification. See list of current eligible classifications in Exhibit G.
- E. Wastewater Collections Certification Bonus – Effective July 23, 2017, a Wastewater Collections Operator who obtains a Grade II, Grade III, or Grade IV Collection System Maintenance Certification from the California Water Environment Association shall receive a bi-weekly bonus of \$23.08 for each certification received that is not a minimum qualification for the employee's job classification. See list of current eligible classifications in Exhibit G.F. Back-Flow Certification Bonus – A Plumber, Lead Plumber, Field Inspector I, or Field Inspector II who obtains a back-flow certification and, as a part of his/her assigned duties, is required to use said certification, is eligible for a bi-weekly bonus of \$46.15. In order to retain this benefit, the Plumber, Lead Plumber, Field Inspector I, or Field Inspector II must maintain the certification.
- F. Hazardous Materials Bonus – A Mechanic I/II and Welder Fabricator in Fleet Maintenance will receive a 5.4% bonus in recognition of the hazardous materials that the employees encounter when performing their normal duties and responsibilities pertaining to the maintenance of sanitation disposal vehicles.
- G. Fleet Maintenance Bonuses – A Mechanic I/II in Fleet Maintenance will receive an annual bonus for one of the following certifications, with the employee being responsible for paying for and obtaining his/her own certifications:

Master Technician – Automobile and Light Truck: \$750/year

Master Technician – Medium/Heavy Truck: \$750/year

Mechanic I/II in Fleet Maintenance will receive an annual bonus for each of the following certifications, with the employee being responsible for paying for and obtaining his/her own certification(s):

Alternative Fuels (F1):	\$50/year
Advanced Engine (L1):	\$50/year
Electronic Diesel (L2):	\$50/year

H. Transit Mechanic Bonuses – A Transit Mechanic I and II will receive an annual bonus for each of the following certifications, with the employee being responsible for paying for and obtaining his/her own certification(s):

Level I Emergency Vehicle (EVT) certification:	\$500/year
Level II Emergency Vehicle (EVT) certification:	\$500/year
Master Emergency Vehicle (EVT) certification:	\$500/year
ASE Certified Master Transit Bus Technician:	\$750/year

I. Assignments to and from the skill pay or bonus situations described above are not promotions or demotions as described in the Municipal Code and are, therefore, not subject to appeal to the Personnel Board.

2.07 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 classification or a vacancy in a higher level job classification, employees so assigned shall be compensated as follows:

A. If the position is temporarily vacant 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 for his/her position, is assigned the essential duties and responsibilities of a supervisory position represented by the Supervisory Team Associates (STA) bargaining unit, he/she must serve in that position for a minimum of 40 hours in order to be eligible to receive pay for serving in a higher classification, at which point the pay for serving in a higher 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 a higher-level position that is temporarily

vacant in order to be eligible to receive pay for serving in a higher classification.

- B. If the position to be filled is vacant and there is no valid eligible list for that job classification, the department head may temporarily assign an employee who meets the minimum qualifications of the vacant position. The employee shall receive the salary rate for the vacant position at the lowest salary step of the salary range established for the higher classification provides an increase of at least 5% over his/her current salary rate.

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. (See Exhibit B.)

- C. 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 Subsection B. will apply to the employee assigned to cover the vacancy in any interim period.
- D. Nothing in this Section requires the City to make temporary assignments of employees.
- E. 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 will 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) will be the deciding factor.

2.08 Promotional Pay Rate

If a permanent employee is promoted to a position in a higher job classification, the employee's salary shall be set at the salary step in the salary range established for the higher job classification that 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.

A reclassification of a permanent employee to a higher level job classification is considered a promotion and the employee's salary shall be increased to the higher salary rate in the new job classification that provides a minimum 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new job classification.

2.09 Y-Rating

When a personnel action, (e.g., a demotion due to layoff or a reclassification) results in an employee being placed in a job classification with a lower salary range, the employee's salary will be Y-rated.

An employee who is demoted into a lower-paying classification in lieu of a layoff due to budgetary reasons shall not have his or her salary subject to Y-rating and, instead, shall receive the salary applicable to the lower-paying classification to which he/she demoted. For examples, please see Exhibit F.

"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 the job classification with a lower salary range. The employee's salary will remain at such level until the salary range of the new job classification equals or exceeds the Y-rated salary.

2.10 Call Back Pay

If the City calls back any full-time employee before or after his/her normal working hours to perform work, the City shall pay not less than three hours of pay at 1.5 times the employee's base rate, regardless of time actually worked, as a result of being called back to work to perform services for the City.

If there is less than six hours between the end of a call back period or over time assignment and the beginning of the employee's regularly scheduled shift, the employee will receive 1.5 times his/her base rate for all hours worked during the next regularly scheduled shift. However, if management determines that there is a safety hazard in allowing the employee to work his/her regularly scheduled shift following the end of the call back period, management reserves the right not to allow the employee to work. If the employee is not allowed to work his/her regularly scheduled shift, the employee will not be compensated for said shift. The employee, however, has the option of using applicable accrued leave time to cover the number of hours that he/she would have been regularly scheduled to work on that shift.

An employee is considered to have been called back to work and thereby eligible to receive call back pay as provided by this Section if he/she is called back to work after the end of his/her regularly scheduled shift and the report time for said call back occurs more than two hours before the beginning of the employee's next regularly scheduled shift. If the employee is called and asked to report at a time that is two hours or less before the beginning of his/her regularly scheduled shift, it will be considered to be an early report and not a call back and, as such, the provisions of this Section would not apply.

2.11 Report Pay

Any regularly scheduled full-time employee who reports to work for his/her normal work schedule, but is released due to insufficient work, shall receive a minimum of four hours' work or pay. If that such employee works in excess of four hours, he/she shall receive eight hours of work or pay. This section applies only if the employee does not receive notice not to report to work. This provision does not to time not worked for disciplinary reasons or other normal leaves of absence. Actual hours worked shall be used for the purpose of calculating overtime under Section 2.03.

2.12 Pay for Training

An employee who is specifically assigned by the supervisor to train a new employee in the rules, regulations, and procedures of the Department and the duties of the new employee's position, who may be expected to communicate the new employee's progress to the supervisor, shall receive a training bonus of \$1.50 per hour for each hour worked while so assigned, provided that the employee's classification specification does not reference training or supervision/lead responsibilities. The training assignment is limited to two consecutive work weeks unless authorization to exceed two work weeks is given by the employee's Department Head. The assignment to train a new employee will be given in writing and will be submitted to the Human Resources Department for processing.

It is not the City's intention to avoid payment of this bonus where appropriate; however, the bonus does not apply to informal "mentor" relationships that may evolve between veteran and new employees or to occasional requests to orient a new employee to a piece of equipment or a procedure where the task can be accomplished in a day or less. In addition, an employee assigned to train a new employee who has been hired as a student intern or as a temporary employee under the City Youth Employment and Training Program is not eligible to receive the pay for training bonus.

For the purposes of this Section, a "new" employee means a Teamsters employee during the first 90 days of his/her probationary period and includes a new Teamsters employee in a lower-level job classification. This definition includes new hires and Teamsters employees who are promoted or laterally transfer to another job classification represented by Teamsters.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01 Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees is set forth in the Umbrella Agreement that covers City bargaining units represented by the Coalition, which is comprised of the following City bargaining units: Administrative Team Associates (ATA), Teamsters, Fire Executive Management Association (FEMA), International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division (SMART-TD), Management Team Associates (MTA), Municipal Employees Association (MEA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Supervisory Team Associates (STA), members of the Confidential Unrepresented Employees (CUE), and members of the Executive Pay Plan (EPP).

B. Dental Insurance

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.

C. Vision Insurance

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

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 'are set forth in the Umbrella Agreement between the City and the Coalition of recognized employee organizations, as identified in Section 3.01.A.

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

- (1) 2.7% @ 55 benefit formula with a final compensation period calculated as the single-highest year or highest 12 consecutive months of compensation earnable.
 - (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 in Section 3.02.A.2.
- B. Tier 2 employees hired on or after July 1, 2012, are provided the following retirement benefits:
- (1) 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 period designated by the employee.
 - (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 are provided the following retirement benefits:
- (1) 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 period designated by the employee.
 - (2) "New members" must contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. If the total normal cost of the plan changes by one percent or more from the base total normal cost established for the plan, the new member rate shall be 50% of the new normal cost rounded up to the next highest quarter percent.

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

3.03 Tuition Reimbursement

The City will reimburse each permanent employee for the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to appeal to and approval of the Director of Human Resources or his/her designee. Reimbursement shall equal the total cost of tuition (excluding lodging and meals) and the total cost of required study materials (including books), provided, however, that:

- A. The maximum amount of reimbursement per employee shall not exceed \$2,750 per fiscal year.
- B. The course of study must be approved in advance by the employee's Department Head and the Director of Human Resources or his/her designee, with a copy of the tuition reimbursement request provided by the employee to his/her Department Head prior to submitting the request to the Director of Human Resources, or his/her designee. The course of study must be taken from an accredited college, accredited trade school or university.
- C. The course must be directed to qualify the employee for employment in a position represented in the City work force or to enhance current job skills.
- D. The employee must exhibit some reasonable expectation of qualifying for another City position upon successful completion of the study course if that was the reason for enrollment.
- 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, or his/her designee.
- F. In no event shall the City's reimbursement be reduced when there is an outside source of aid, except in those cases where the aid from any outside source, plus the City reimbursement, exceeds the cost of tuition and study material for the approved study course.
- G. Only employees who have completed an initial 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 reimbursement 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 is required to reimburse the City for any payment made by the City under this Section.

The City will maintain a computer record of each employee's training and tuition reimbursement course completions, which record shall be made available to the employee for use in making application for other City positions.

3.04 Deferred Compensation

Employees will be offered participation in the City's deferred compensation plan.

The City will contribute, on behalf of each employee who is participating in the plan, the amount that the full-time participating employee is contributing to the plan, except that the City's matching contribution to the plan shall not exceed \$50 per month for each participating employee.

Effective July 1, 2018, the City will contribute \$33 per month for each employee, regardless of the amount that the employee is contributing to the plan.

Effective July 1, 2019, the City will contribute \$66 per month for each employee, regardless of the amount that the employee is contributing in the plan. Said contributions by the City shall not exceed \$116 per month for each participating employee.

Each part-time employee is eligible to receive said deferred compensation plan contribution by the City on a pro-rata basis in the same proportion as the number of hours budgeted for the part-time position bears to the full-time 40-hour work week.

3.05 Uniform Allowance

- A. Each employee, if required to wear a uniform that is not provided by the City, shall receive a monthly uniform allowance of \$50. Employees who are required to wear a uniform and receive a monthly uniform allowance must purchase and maintain their uniforms with that uniform allowance.
- B. Upon request, the City will furnish and maintain coveralls to those employees who are required to do work that may cause damage to their personal clothing.
- C. Except for those employees receiving a uniform allowance (provided in Subsection A.), coveralls (provided in Subsection B.) or a jacket (provided in Subsection E.), the City shall provide and maintain at least nine sets of

any required uniform and employees shall be required to wear such uniforms at all times while on duty. The only exception to the nine sets of any required uniform will be those work assignments where a full uniform is not required and the clothing items required vary by work assignment; for those employees, the City shall provide what is determined to be the appropriate number of clothing articles required for the employee's work assignment.

- D. If an employee is required by the City to wear safety shoes, the City shall provide a voucher or allowance up to \$350 annually for employees to purchase safety footwear (including orthotic insoles and socks) at City-designated vendors. If an employee's safety shoes become worn or damaged to such a degree that they are no longer adequate from a safety standpoint as determined by the employee's supervisor or the City Safety Officer, the City shall provide another pair of safety shoes, without impacting the allotment for the year.
- E. The City shall provide one jacket annually for those employees who are required to wear a uniform and are required to work outdoors. If the jacket becomes worn or damaged to such a degree that it is no longer adequate, the jacket will be replaced by the City. The City will designate which job classifications qualify for this benefit and will determine the type of jacket that is appropriate in terms of the employee's duties and the outdoor conditions in which the employee is required to work.
- F. Employees who are required to wear uniforms while on duty shall wear such uniforms at all times while on duty.
- G. Nothing in this MOU precludes the City and the employees in a specific work unit from reaching agreement regarding a uniform allowance arrangement not specifically set forth in Section 3.05. This could include an arrangement where the employee receives a portion of his/her annual uniform allowance in advance for the purpose of purchasing uniforms, with the remaining portion of the annual uniform allowance to be prorated over the 12-month period.
- H. The City will report the value of provided uniforms to CalPERS based on the actual cost, not to exceed \$720 per employee, to provide and maintain uniforms for employees employed on or before December 31, 2012. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 of the California Code of Regulations, Section 571(a)(5) Uniforms.

Employees who are "new members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

3.06 Tool Allowance

Employees occupying the job classifications of Carpenter, Carpenter Crew Leader, Electrician I, Electrician II, Electrical Crew Leader, Plumber, Plumber Crew Leader, and Electronics Technician may be reimbursed for tools required, as determined by the City, for work performed for the City, up to a maximum of \$450 per fiscal year. Employees occupying the job classifications of Mechanic, Lead Mechanic, Transportation Mechanic, Electronic Farebox Technician, Senior Mechanic, and Welder Fabricator may be reimbursed for tools required, as determined by the City, for work performed for the City, up to a maximum of \$800 per fiscal year. Reimbursement will be made on a quarterly basis after the employee submits necessary receipts to his/her supervisor and the supervisor approves the reimbursement by requesting a warrant for payment. If the City provides the employee with all of the tools required to perform his/her job, as determined by the City, then the employee is not eligible to receive a tool allowance.

If the personal tools or tool boxes of the employees covered by this Section, which are required to perform their duties, are destroyed, damaged, or stolen at the job site, the City will replace or repair such items. To be eligible for such replacement or repair, the employee must have on file in his/her supervisor's office a current inventory of his/her personal tools and tool box that are at the work site. The employee is responsible for providing his/her supervisor with an up-to-date inventory of his/her personal tools and only those tools on the inventory list (written, photo, or video), on a tool-for-tool and on a brand-for-brand basis, are subject to repair or replacement by the City under this Section.

If an employee believes that he/she is not being provided the tools needed to perform his/her City job, he/she can file an appeal, in writing, with the Director of Human Resources, or his/her designee.

3.07 Mileage Reimbursement

Reimbursement to employees for 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's Rideshare programs.

3.08 Sick Leave Cash-Out

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

Payment at the employee's base salary for the fiscal year during which the sick leave was earned but not used, excluding any special assignment or bonus pay, shall be made only to employees on the payroll as of June 30th of that fiscal year. 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:

Sick Leave Days Used In the Fiscal Year	Sick Leave Days Payable At Fiscal Year End
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:

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

The use of Code 40 or other paid time off that was not appropriately scheduled in advance disqualifies an employee from eligibility for payment under this Section, with the following exceptions:

- (1) **Compressed Work Schedule:** Employees assigned to work a compressed work schedule may use Code 40, or other paid leave time, including vacation leave, compensatory time, or personal leave day hours, to supplement eight hours of paid sick leave in order to receive a full day's pay for a sick day. The use of Code 40 or other paid leave time in this manner by an employee assigned to a compressed work schedule will not disqualify the employee from being eligible for Sick Leave Buy Back.
- (2) **Workers' Compensation Leave:** The use of Code 40 by an employee who is on Code 40 as a result of being on workers' compensation leave will not forfeit his/her eligibility for the sick leave buy back unless the employee has also used Code 40 for different reason(s).

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" before the payoff date will be removed from the "bank").

3.09 Vacation Cash-Out

Each employee has the option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option, on two occasions each calendar year (on or about July 1st and on or about December 31st), as follows:

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

In order to exercise this option with respect to the July 1st cash-out, an employee must, before the end of the preceding calendar year, designate up to the applicable maximum number of hours allowed, that he/she would like to cash out effective 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 December 31st 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 December 31st. 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.

3.10 Long-Term Disability Insurance

The City will maintain a long-term disability insurance plan for permanent employees at no cost to the employee. There shall be no reduction in the long-term disability payment the employee is entitled to receive unless said changes are mandated by the long-term disability insurance plan provider. The waiting period for long-term disability benefits for an employee who qualifies for said benefits is 60 days. The long-term disability insurance benefits equal 60% of either the employee's base salary or \$6,667 per month, whichever amount is less, reduced by the employee's income from other sources, including payments received from State Disability Insurance coverage.

3.11 State Disability Insurance

The City shall contract for State Disability Insurance coverage for employees. Said coverage will be at the City's expense. Eligibility for benefits provided under said plan is subject to the waiting period required by the State.

3.12 Term Life Insurance

The City will provide and maintain for each permanent employee a term life insurance plan in an amount equal to \$100,000. The term life insurance premium will be provided to employees at no cost. Employees are responsible for paying any tax liability through payroll deductions as a result of this fringe benefit in accordance with applicable state and federal laws.

3.13 Training/Professional Development

The City and Teamsters agree that education and training may enhance an employee's job performance and prepare the employee for career advancement within the City. To that end, the City and Teamsters encourage employees to take advantage of City-sponsored training and professional development programs and the tuition reimbursement program (Section 3.03), which provides a financial incentive for the employee to take courses on his/her own time.

Training/professional development courses covered by this section do not need to be provided by an accredited college or university. Requests for training/professional development shall be submitted to the Director of Human Resources or his/her designee, with a copy of the request being submitted to the employee's Department Head. The Director of Human Resources, or his/her designee, will meet with the employee's Department Head to determine whether

or not the request for training/professional development will enhance the employee's job performance or prepare the employee for career advancement within the City. The Director of Human Resources, or his/her designee, shall make the final determination regarding whether or not the requested course would enhance the employee's job performance and/or prepare the employee for career advancement with the City.

In any fiscal year during the term of this MOU, employees are entitled to take one training or professional development course for which it has been determined that the course will either enhance the employee's job performance or prepare the employee for career advancement within the City, with the course to be scheduled at the Department's convenience during work hours, either on or off-site. The cost of an off-site training course shall not exceed \$100 unless the employee's Department is willing to cover the additional costs associated with the training through funds allocated to the Department's training budget. The cost of courses provided on-site by the City shall be paid by the City.

If an employee wishes to take a training or professional development course that is only available either during a work shift or on a work day that the employee is not regularly scheduled to work, reasonable efforts will be made to temporarily change the employee's work schedule so that he/she can take the training course during work hours. The City, however, is under no obligation to change the employee's work schedule so that he/she can take a particular training course if doing so would have a negative impact on the department's/division's/work unit's operations or would result in the payment of overtime, either to that employee or to another employee. If an employee believes that he/she has been unreasonably denied the opportunity to take a training course that is scheduled outside of the employee's regular work hours, he/she can file a grievance in accordance with Section 6.05.

ARTICLE IV: LEAVES

4.01 Holidays

- A. Employees receive the following paid holidays:
- New Year's Day (January 1)
 - Martin Luther King's Birthday (Third Monday in January)
 - President's Day (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
 - The half day immediately before Christmas Day
 - Christmas Day
 - The half day immediately before New Year's Day
 - One cashable floating holiday
 - One non-cashable floating holiday
 - All other holidays declared by City Council
- B. A non-cashable floating holiday becomes available at the beginning of each fiscal year and must be taken before the end of that fiscal year. Only those employees who are on the payroll at the beginning of the fiscal year are entitled to receive the non-cashable floating holiday for that fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, it shall be forfeited.
- C. A cashable floating holiday becomes available at the beginning of each fiscal year and must be taken before the end of that fiscal year. Only those employees who are on the payroll at the beginning of the fiscal year are entitled to receive a cashable floating holiday for that fiscal year. A cashable floating holiday not taken by the end of the fiscal year shall be paid to the employee on the final paycheck at fiscal year-end. A cashable floating holiday that is cashed out at the end of the fiscal year shall be paid in an amount equal to eight hours at the employee's base rate that is in effect as of the last pay period of the fiscal year.
- D. Employees in departments or divisions currently observing different holiday schedules shall, in lieu of the holidays listed above, receive holidays enjoyed by other operating employees in that particular department or division, provided, however, that the same number of holidays (12) shall be observed.
- E. Whenever any paid holiday listed in Subsection A. falls on the first or second day off of any employee who has two consecutive days off, the day preceding shall be deemed the holiday if it falls on the first day off, and the

day following shall be deemed the holiday if it falls on the second day off in lieu of the day listed.

- F. Whenever any paid holiday listed in Subsection A. falls on the first, second, or third day off of any employee who has three consecutive days off, the day preceding shall be deemed the holiday if it falls on the first day off, and the day following the third day off shall be deemed the holiday if it falls on the second or third day off in lieu of the day listed.
- G. Whenever any paid holiday listed in Subsection A. falls on any day off of an employee who does not have two consecutive days off, the following day shall be deemed the holiday for such employee.
- H. Whenever any paid holiday listed in Subsection A. falls on 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 cashed out at the end of the fiscal year or carried over to the next 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.

Employees who work on an authorized paid holiday shall be paid overtime in accordance with Section 2.03.

Employees of the Resource, Recovery, and Recycling Division and the Transit Maintenance Division will be scheduled off-duty on recognized holidays listed above whenever operational staffing needs allow. As many employees as possible will be scheduled off-duty and volunteers and as-needed employees will be used to the extent that they have the required skills, but regular employees may be required to work on holidays in order to meet the service needs of the public.

If an employee is scheduled to work on a holiday and fails or refuses to appear for duty, or calls in sick and cannot comply with the applicable sick leave policy or call-in procedures, then he/she will forfeit any compensation for the day, including holiday pay, sick leave pay, or other compensation.

4.02 Vacation Leave

Each permanent employee accrues 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. Upon completion of five years of service and up to ten completed years of service, 1.25 working days for each completed calendar month of service.
- D. Upon completion of 10 years of service and up to 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. A completed calendar month for which vacation leave accrues means a calendar month in which the employee has been in pay status for 11 or more working days in that month.
- 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 accumulations, proportionate accumulation, scheduling, and payment for such leave is as prescribed in the Civil Service provisions of the Santa Monica Municipal Code.
- I. An employee will be allowed to accrue up to 80 hours of banked personal leave if he/she reaches his/her vacation accrual limit and ceases to accrue vacation. The accrual rate for banked personal leave is the same as the employee's vacation accrual rate. The accrual of banked personal leave is not limited to a one-time accrual. The banked personal leave can be carried over from fiscal year to fiscal year. The banked personal leave cannot be cashed out when an employee separates from City employment.

4.03 Sick Leave

The use of sick leave shall be defined as in Section 2.04.320 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

- A. Sick leave is defined as absence from duty because of the employee's illness or an off-the-job or on-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, parent, sibling, grandchild, grandparent or the employee's registered domestic partner that could not be scheduled during non-work hours, with proper advance notification to the employee's supervisor; or illness or injury of the employee's spouse, child, parent, sibling, grandchild, grandparent or the employee's registered domestic partner.

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

In addition, sick leave can be used for the care of a parent for whom the employee can demonstrate that he/she is the care giver.

- B. Each employee accrues sick leave with pay on the following basis:
 - (1) Sick leave shall be accrued one working day per month.
 - (2) A completed calendar month for which sick leave accrues means a calendar month in which the employee has been in pay status for 11 or more working days in that month.
 - (3) Permanent part-time employees accrue sick leave in that proportion as the number of hours budgeted for the position bears to the full-time work week.
- C. Any employee who is absent because of illness or disability shall notify his/her Department Head or other immediate superior officer in accordance with the Department's established policies and procedures.
- D. In the event of a conflict with state or federal law, the City will comply with the provisions of applicable state or federal law.

4.04 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the Department Head and the City Manager. A leave of absence 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 his/her services even at the cost of some inconvenience to the City.

Unless prohibited by the Family Medical Leave Act, or similar state and/or federal legislation, the employee's service date shall be adjusted for unpaid leaves of absence that exceed 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.

4.05 Military Leave

The City will observe the military leave requirements of 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 City position) shall receive from the City during the first 60 calendar days of such disability absence, after the two-day waiting period has been met, payments in an amount equal to the difference between the disability payments received under the Workers' Compensation Act and the employee's full 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 unless the employee is hospitalized, in which case the City's obligation to make such payments shall commence on the first day that the employee is absent. An employee shall be allowed to use available accrued sick leave to cover the first two days of such disability absence. If the employee's disability absence exceeds 60 calendar days, an employee shall be allowed to supplement the Worker's Compensation benefit received under state law with available accrued sick leave, vacation leave, and compensatory time. The total number of leave hours, along with the Worker's Compensation benefit, cannot exceed the employee's base pay for each day of leave. For purposes of workers' compensation leave, accrued leave hours can only be used in one-hour increments.

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

An employee who is called to serve on any jury and is unable to be excused therefrom, shall receive his/her regular base compensation less all jury fees received, excluding mileage for the time required to be spent in court, provided that the 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.

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. Any denials of an extension request must be in writing and include the reason for the denial.

Employees shall return to their regular daily job assignment to complete their regular daily work hours when reasonably possible, taking into consideration when they are released from jury service for the day and the employees' regular work hours.

Where operationally possible, any employee called to jury duty shall, for administrative purposes, be placed on a Monday through Friday schedule, which incorporates the operational hours of the court, for the duration of his/her jury duty.

If either the state or federal court system changes current policy, which excuses from jury service those employees who do not receive full compensation from their employer during the full period of jury service, regardless of frequency, the parties will meet and confer over the impact of this change on employees.

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, step child, 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 unduly or unreasonably denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement 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 Personal Leave Days

Employees accrue six days (i.e., 48 hours) of non-cashable personal leave each fiscal year that may be used for personal matters. Personal leave accrues as follows: (1) four days (i.e., 32 hours) of personal leave accrue on the first day of the fiscal year for employees who are on the payroll as of that date; and (2) two days (i.e., 16 hours) accrues as of the first day of the third quarter of the fiscal year for employees who are on the payroll as of that date.

Scheduling of days off shall be done with prior approval of the employee's supervisor, provided that request for time off shall not be unreasonably denied.

Denials shall be given in writing, including the reason for the denial, upon request by the employee.

A paid personal leave day means eight hours at the employee's straight-time base salary rate of pay. Employees who are on a compressed work schedule will be allowed to use personal leave days in units of less than two hours for the purpose of supplementing eight hours of paid vacation or eight hours of sick leave in order to receive a full day's pay. Employees who are on a compressed work schedule will be allowed to use accrued vacation and/or compensatory time in order to get a work day off with pay.

Personal leave days cannot be carried over from year to year if not used in any fiscal year and, if unused at the end of the fiscal year, cannot be cashed out unless the employee can demonstrate that he/she was unreasonably denied the time off by his/her supervisor. Refusal on the part of the employee to accept an alternate day off would not constitute a denial of time off by a supervisor. In addition, if an employee waits until the last two months of the fiscal year to request the time off and it is not possible for the leave to be granted without the employee's absence having a negative impact on the department's operations, the request for time off can be denied. Such denial shall not be considered unreasonable. If an employee believes that he/she was unreasonably denied personal leave time, he/she may submit a letter to the Human Resources Department prior to the end of the fiscal year requesting that the unused personal leave time be cashed out. Cash out of personal leave time is subject to approval by the Director of Human Resources or his/her designee. Such approval shall not be unreasonably denied.

Employees also accrue eight hours of cashable personal leave. An employee must be on the payroll as of the first day of the fiscal year in order to be eligible to receive the eight hours of cashable personal leave. These cashable leave hours cannot be carried over to a subsequent fiscal year if not used in the fiscal year in which the hours have accrued. Payment equivalent to the employee's base salary as of June 30th for any unused cashable leave shall be payable to the employee upon the request of the employee at the end of the fiscal year when earned.

4.10 Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child, are entitled to a leave of absence of up to four months immediately following the child's birth or adoption. Upon expiration of the leave, the employee shall be returned to the same line-item position occupied prior to the leave. Paid vacation leave, personal leave, accrued compensatory time off, 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.

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 applicable state and federal law. When an employee returns to work following maternity leave, the employee shall be reinstated to her former position.

4.11 Family Leave

The City shall comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Generally, FMLA and CFRA provide employees the ability to take a paid (using appropriate accumulated forms of paid leave) or unpaid leave of absence to take care of a serious health condition for themselves, for their spouse, their child, or their own parent(s), or to bond with a newborn or newly adopted child.

Upon providing their supervisor with sufficient notice to make the City aware of an employee's need for potentially qualifying CFRA/FMLA leave, the employee will be advised to contact the Human Resources Department regarding eligibility for Family Leave.

When granted FMLA and/or CFRA leave, the employee may choose to use available accrued sick leave at his/her discretion. However, except for sick leave, the employee must exhaust all other available leave time, if applicable, before he/she can go on unpaid status.

ARTICLE V: WORKING CONDITIONS

5.01 Safety and Loss Prevention

The City shall make every reasonable effort to provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. Teamsters agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory. Employees shall report unsafe practices, equipment, or conditions to their supervisors. An employee who engages in unsafe acts may be subject to disciplinary action.

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 consult with other safety specialists as appropriate. During the period of review and investigation, the employee is not required to perform the task complained of, will not suffer loss of pay or benefits, and, if possible, will be assigned other appropriate duties. If the task complained of is deemed safe by the appropriate official, the employee will perform the work as instructed.

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

The City shall conduct annual training for employees and their supervisors specifically addressing the handling of blood-borne pathogens and potential bio-hazards that employees may encounter in the course of performing their work duties. Training shall be provided to employees included in, but not limited to, the classifications of Custodian I/II, Motor Coach Cleaner, and Transit Mechanic I/II.

5.02 Performance Evaluations & Effect of Job Performance on Salary

The parties to this MOU agree that one purpose of a performance evaluation is to record the accomplishments and deficiencies with regard to an employee's performance that have previously been discussed by the employee and supervisor during the period of time covered by the performance evaluation. In addition, the performance evaluation is an opportunity for the employee and supervisor to discuss what improvements, if any, must be made by the employee during the next evaluation period. It is also an opportunity for the employee and supervisor to set and discuss goals and objectives for the next evaluation period regarding the employee's job performance and his/her career development within the City. If an employee does not agree with his/her performance evaluation, the employee can submit a response to his/her performance evaluation to be attached to the evaluation before it is filed in the employee's personnel file, or the employee can

appeal his/her performance evaluation per the appeal procedure set forth in Section 6.10.

The City will not reference the usage of sick leave in an employee's performance evaluation. Disciplinary actions, including reprimands and warnings, which become a part of the employee's official personnel file, may be referenced in the employee's next performance evaluation and may be taken into account in rating the employee's performance. If an employee files a grievance over any disciplinary action that has been taken, said disciplinary action cannot be taken into account in the employee's performance evaluation unless the grievance process has been completed and the disciplinary action has become final.

Normal progression through the salary range established for a position toward step 5 shall be in annual step increments contingent on satisfactory service. However, the City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the demonstrated performance of the employee, may authorize special salary step increases above the amount prescribed in the salary schedule for the class and length of service of the employee. In no event, however, shall the rate exceed the maximum rate for that class.

Notwithstanding any provision contained in this Agreement, there will be no periodic salary step increases as a result of a NOT ACCEPTABLE rating on the employee's prescribed periodic performance rating. There will be no subsequent increases in wages until the NOT ACCEPTABLE has been improved to at least the MEETS OVERALL STANDARDS level. Employees will be reevaluated and eligible for consideration for a periodic salary step increase in six months following a NOT ACCEPTABLE evaluation. Any overall rating in the BELOW SATISFACTORY category may delay the next scheduled salary increase at the discretion of the appointing authority. Such action shall remain in effect until the overall rating has been improved to at least the MEETS OVERALL STANDARDS level. The withholding of salary increases described in this paragraph refers to periodic salary step increases and not to general cost of living adjustments that are implemented on a bargaining-unit wide basis.

5.03 Effect of Reassignment/Recertification on Skill/Bonus Pay

When a "bonus," "skill," or additional pay as referenced in Sections 2.04 (Shift Differentials), 2.06 (Skill Pay & Bonuses) or 2.07 (Pay for Serving in a Higher Job Classification), is the result of assignment to specified duties or hours, or of maintenance of a registration, certificate, or other credential, the loss of the bonus, skill, or additional pay due to the end of the assignment or failure to maintain the required registration, certificate, or credential does not constitute a demotion under the Santa Monica 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 cash-out incentive shall be offered. Each employee has the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation in exchange for a monthly payment (i.e., cash-out) in the amount of \$100. Employees will not be eligible for cash-out if they drive alone (i.e., SOV driving) to work and park in an alternative location to their designated parking location.

In order to facilitate the need for parking cash-out participants to occasionally drive to work and park, participating employees may drive to work alone or park at employee-designated parking locations up to five times per month (based on hours worked per month) without any effect on the employee's monthly cash-out. Any additional parking utilization or drive-alone trips will be deducted from the monthly cash-out at the rate of \$10 per day with the deduction not to exceed \$100 per month.

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

This program will be implemented effective January 1, 2018.

The employees 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 Teamsters, before any employees would be subject to such a charge.

5.05 Personnel Files

- A. The City shall maintain one official personnel file for each employee, to be kept in the City's Human Resources Department.
- B. An employee is entitled to review the contents of his/her City or departmental 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 office in which the files are maintained. No material shall be placed in an employee's City or departmental personnel file without first having been shown to the employee, except for personnel documents that have no impact on the employee's wages, hours, or terms and conditions of employment. An employee may prepare a written

response to any such material and such response shall be filed with the original material.

- C. Written Reprimands or lower-level disciplinary action that do not lead to any progressively serious discipline 36 months from the date of the incident that resulted in the written reprimand or lower-level action shall be removed from the employee's personnel file at the employee's written request. This provision is effective as of July 1, 2017.

5.06 Job Sharing

The City endorses the concept of job sharing to encourage the participation of half-time workers in the City. Department officials shall make reasonable effort to accommodate an employee's request to job share. Upon receipt of a request, the Department may assign the employee to a half-time schedule, if practicable, pending identification of a qualified individual willing to occupy the remaining half-time position. If after two months, reasonable efforts to recruit an individual to occupy the other half-time position has been unsuccessful, the employee who requested to job share the position must revert back to full-time status if he/she wishes to retain the position in question.

Nothing in this Section requires a Department to maintain a job-share in a situation where a full-time position is budgeted.

An employee who has a job-share may return to a full-time schedule when the other half-time position becomes vacant or when the employee has applied for and been accepted as a transfer into a vacant full-time position.

An employee who is denied a job-share position is entitled to receive the reasons for denial.

5.07 Work Schedules

Except in the case of emergency, an employee shall be provided with 21 calendar days' advance notice of what will be an on-going (i.e., not temporary) change in the employee's regularly scheduled work hours. This shall not preclude the employee and City to reach agreement prior to the end of the 21 calendar day notice period.

For all temporary changes in work schedules (i.e. training) employees shall be provided with ten calendar days' advance notice to any change in the employee's regularly scheduled work hours. If a need for a temporary change in work schedule occurs, which management could not have foreseen nor scheduled for in advance (i.e. emergencies), a temporary change may be made with less than the ten calendar days' notice.

This Section does not apply to operational areas where work schedules need to remain flexible in order to meet the operational needs of the City. If the City

determines that, from an operational standpoint, a flexible schedule is needed where one is currently not in effect, Teamsters and the employee affected shall be provided with 21 calendar days' notice of the change in his/her work schedule. The City, if a request is made by Teamsters, will meet and confer with Teamsters regarding the manner in which the proposed flexible schedule will be implemented. However, nothing in this MOU precludes the City from implementing a new work schedule if the parties fail to reach agreement by the end of the 21-calendar day notification period.

Whenever a vacancy occurs, reasonable efforts shall be made to offer that work assignment to other qualified employees who might wish to work the work schedule established for the vacant position. If more than one qualified employee requests the work schedule change, the qualified employee with the most seniority will be granted the work schedule change. If there are no volunteers, management will assign the least senior qualified employee to that work schedule. For the purpose of this Section, seniority will be based upon service in the division or work unit, whichever is relevant. Management shall determine which employees meet the qualifications required for the work assignment. If an employee believes that he/she has been improperly denied such an assignment, he/she can file a grievance in accordance with Section 6.05.

In cases where a permanent employee desires to modify his/her work schedule to accommodate specific scheduling needs of the employee (e.g., dependent care arrangements) that do not fall within the normal work schedule established for the employee's position, the employee shall submit a request for a work schedule modification to his/her Department Director.

If an employee's request for a modified work schedule is denied and the employee has provided documentation that the modified schedule is operationally feasible, the employee can submit a grievance over such decision in accordance with Section 6.05. Failure to successfully transfer an employee under this Section is not grievable.

The City will make every effort to provide Teamsters employees two 15-minute rest periods per day for each four-hour work period . The time at which rest periods are taken shall be determined by the supervisor so as not to impair service to the public. Rest periods may not be accumulated or added to a lunch hour, combined or used at the end of a work shift

5.08 Layoffs

Provisions of the Santa Monica Municipal Code governing layoff or abolition of a permanent position are hereby incorporated in this Agreement by reference.

Teamsters will be provided with 30 days' notice of the layoff of permanent Teamsters employee(s) or of the abolition of position(s) held by permanent Teamsters employee(s). If any employees represented by Teamsters are subject

to layoff or if any budgeted positions represented by Teamsters are going to be abolished, the City will meet and confer with Teamsters. If the parties reach final impasse, however, the City is not precluded from proceeding with the proposed layoffs or abolition of positions.

5.09 Promotion

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 an employee returns to his/her former position or to a comparable position in the same job classification, the employee shall be placed at the same salary step that he/she had attained in that job classification prior to being promoted. In addition, if an employee returns to his/her former position, he/she will not be subject to a new probationary period. If an employee is returned to a comparable position in the same job classification rather than the employee's former position, the employee will be on probation for six months, with two possible six-month extensions. If the employee's former position is no longer vacant and there is not a vacancy in the same job classification, the employee will have the reappointment rights to his/her former position provided by the Santa Monica Municipal Code. A position is considered vacant if it has not been filled by another permanent employee hired specifically for that position.

When an employee is promoted and passes probation in the promotional position, he/she will be eligible for a one-step salary step increase, provided that the employee is not already paid at the top salary step. All future annual salary increases will occur in 12-month increments from the date on which the employee passes probation in the promotional position and is contingent upon satisfactory performance in that position.

5.10 Probationary Period

Any appointment made from an eligible list shall be subject to a probationary period of 12 months for all employees. However, upon the determination of the appointing authority, said probationary period can be extended for up to two additional three-month periods.

The 12-month probationary period of an employee may be extended by the appointing authority if:

- A. A license, registration, or certification is required before permanent civil service status may be granted, provided that there is a reasonable expectation that the license, registration, or certification will be awarded during the extension.

- B. The employee has had a number of different supervisors during the probationary period, none of whom can realistically evaluate the probationary employee's performance.
- C. The employee, or the employee's immediate supervisor, was on leave for a significant portion of the probationary period.
- D. The employee's probationary period involved work on a specific project that has not yet been completed, but which reasonably can be expected to be completed during the extension period.
- E. It is necessary to complete background reference checks or similar investigations, provided that the employee is performing satisfactorily, and the checks and investigations are expected to be completed during the extension period.
- F. The employee's performance needs improvement, but in the opinion of the appointing authority, can be expected to become satisfactory during the extended probationary period.
- G. The appointing authority identifies job-related circumstances other than those listed above.

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 for extending the employee's probationary period within ten calendar days prior to the expiration of the probationary period. This same provision applies 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. If the appointing authority fails to make such recommendation prior to the expiration of the probationary period, the probationary employee's employment by the City shall terminate automatically upon the expiration of said probationary period. This same provision applies to any six-month extension of the probationary period.

An employee is eligible to receive a periodic salary step increase upon the successful completion of his/her probationary period, provided that 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.

5.11 Wash-Up Period

The parties agree that employees covered by this MOU who perform physical manual labor shall have a period of time before the end of their shift to wash-up

and/or change clothes. Therefore, each said employee shall be entitled to 15 minutes immediately before the end of each shift and five minutes immediately before lunch for that sole purpose.

No employee shall stop work prior to the last 15 minutes of his/her work shift, and no employee is entitled to such 15-minute wash-up time if wash-up and change of clothes is not necessary.

The City shall determine which positions are covered by this Section. If an employee believes that he/she should be covered by this Section, the employee can submit a grievance over the denial of a wash-up period under Section 6.05.

5.12 Subcontracting

The City will provide Teamsters with 30 days' notice of any proposal to subcontract work ordinarily performed by employees represented by Teamsters. The City will meet and confer with Teamsters on any known or anticipated layoff, demotion, reclassification, or involuntary transfer of employees that might result from the proposed subcontracting of such work. However, if the parties reach final impasse, the City is not precluded from proceeding with the proposed subcontracting of work.

5.13 Transfers

Whenever the Human Resources Department actively recruits to fill a vacancy with a job classification represented by Teamsters, it shall post said vacancy within the department that has the vacant position. The vacancy shall be posted for three working days based on the work schedule in effect for City Hall. There is no guarantee that all employees within the department will be notified of a vacant position. It is each employee's responsibility to check the bulletin board for the posting of the vacant position within his/her department. If there are employees in that department who hold a position in the same job classification and who wish to transfer to the vacant position, they shall complete a transfer request form and application and submit it to the Human Resources Department by the date the three-day posting of the vacant position closes.

The Human Resources Department shall provide the appointing authority a list of employees within the department who are interested in transferring to the vacant position. However, the appointing authority is under no obligation to accept a transfer within the department to fill the vacant position.

Interdepartmental transfers shall be conducted in accordance with the relevant provisions of the Santa Monica Municipal Code.

5.14 Lunch Periods

Employee lunch periods are duty-free. If the City seeks to direct the employee, or require that the employee provide services during the duty-free lunch period, the

employee shall be compensated at the applicable rate of pay for the period of time in question.

5.15 Outside Activities

An employee represented by Teamsters may engage in part-time or occasional outside work, occupation or business activity for remuneration or profit, hereinafter referred to as Outside Activity, outside of the employee's regular work hours as long as such Outside Activity will not interfere with the efficient and effective performance of the employee's duties with the City and as long as there is no conflict of interest between the employee's job with the City and the outside activity. The Outside Activity must be approved in advance by the Personnel Board on written recommendation of the appointing authority. Each outside activity request will be reviewed separately on its individual merit. An Outside Activity request will be granted or denied on the basis of the criteria for approval/disapproval which are set forth in the Santa Monica Municipal Code.

Outside activities will be reviewed on an annual basis, and the continuation of the outside activity will depend upon the Department Head's recommendation and the approval of the Personnel Board. If the employee changes positions during the 12-month period following the date on which his/her outside activity was last approved, his/her outside activity will be subject to review, and the continuation of the outside activity will depend upon the Department Head recommendation and the approval of the Personnel Board.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01 Payroll Deduction

The City will, with proper authorization from employees, process deductions from employee pay. Any or all such payroll deductions must be submitted to the payroll office during the pay period prior to the start of the deduction. Agency shop service fees shall be deducted and transmitted to Teamsters irrespective of employee authorization.

Any or all 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

Reasonable written notice as defined in Government Code Section 3504.5 shall be given on all matters requiring such notice under said Section.

6.03 Union Security

A. Agency Shop

The Agency Shop provision is subject to the terms and conditions set forth in Exhibit C (Agency Shop). As long as the Agency Shop provision is in effect, employees are required to either maintain active membership status in Teamsters or pay a service fee to Teamsters for collective bargaining-related services provided by the union. The one exception will be any Teamsters employee who certifies that he/she is a member of a bona fide religious body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. As long as Teamsters can demonstrate that it has 50% membership (which does not include service fee payers), the City shall continue to grant Agency Shop to Teamsters.

Employees may elect Teamsters membership status or service fee payer status as they see fit and may change such status from one category to the other upon written notification to the City and Teamsters. If, at any time, Teamsters membership, which does not include service fee payers, falls below 50% (based on the number of dues-paying members of Teamsters in comparison to the number of filled Teamsters positions), the Agency Shop provision will be discontinued and the obligation of Teamsters members to pay Teamsters dues and non-members to pay a service fee to Teamsters will cease as of the beginning of the next payroll period. The Agency Shop provision, however, will be reinstated should Teamsters membership once more reach the required 50% level. Such reinstatement shall be effective with the next payroll period following the determination that the 50% membership requirement has once more been met.

B. Union Lists

On request from Teamsters, the City shall give to Teamsters one copy of the list of employees in the Teamsters bargaining unit together with their most current addresses as they appear on the records of the City of Santa Monica. The Teamsters shall retain such information in confidence and disclose it only to those officials of Teamsters whose duties require them to have access to such information.

C. Hold Harmless Clause

Teamsters agrees to indemnify, hold harmless, and defend the City, at Teamsters' expense, against any claims, losses, or judgments rendered against the City from any lawsuit filed by an employee or group of employees by reason of the operation of this section of the MOU.

6.04 Time Off for Union Business

The City's Employer-Employee Relations rules establish orderly procedures for the administration of employer-employee relations between the City and Teamsters and for resolving disputes regarding wages, hours, and other terms and conditions of employment. The City has agreed to allow authorized Teamsters representatives time off with pay each fiscal year to conduct necessary union business and will give special consideration to Teamsters representatives with regard to the scheduling of unanticipated union business.

Authorized Teamsters representatives may use up to 350 hours of time off with pay each fiscal year to conduct necessary anticipated union business. These 350 hours represent the aggregate maximum use for all authorized representatives of the Teamsters per annum, as opposed to 350 hours per representative per annum. Prior to such usage, authorized Teamsters representatives must receive written permission from their Department Director, or his/her designee, in writing, on a form provided by the Human Resources Department. All such time off shall be reported by said Teamsters representative's Department Director, or his/her designee, to the Director of Human Resources for accounting purposes. The procedure to be followed for requesting time off for union business is set forth in Exhibit D.

The authorized Teamsters representative shall provide his/her supervisor with reasonable advance notice when it is necessary for the Teamsters representative to attend to union business pursuant to this Agreement. Time off to attend to union business shall not be unreasonably denied. Denials of time off shall be in writing and shall state the reason(s) for the denial. The Teamsters representative may challenge the denial of time off for union business by submitting a grievance, in writing, to the Director of Human Resources. The Director of Human Resources shall investigate and determine whether or not the request for time off to attend to Union business was unreasonably denied.

Time spent in face-to-face MOU negotiations or any impasse procedure pertaining to MOU negotiations does not count as time off for union business. However, the number of Teamsters employees who will be released by the City for face-to-face MOU negotiations or any impasse procedure pertaining to MOU negotiations shall not exceed one employee for each 50 employees represented, plus two alternates.

6.05 Grievance and Complaint Procedure

A. Grievances and appeals of non-probationary employees that involve removals, demotions, or suspensions are subject to the procedures outlined in the Santa Monica Municipal Code, which shall constitute the sole administrative recourse available under the terms of this MOU.

B. All other grievances shall be resolved in the following manner:

(1) Informal Discussion

The aggrieved employee(s) is encouraged to meet with the immediate supervisor to discuss the problem in an effort to clarify the problem and to work cooperatively towards settlement.

(2) First Step

If the matter cannot be satisfactorily resolved within 30 calendar days of the event giving rise to the grievance [or if the employee could not have known of the event giving rise to the grievance, within 30 calendar days of learning of the event], the employee, or Teamsters on behalf of the employee, shall submit the grievance in writing, stating the nature of the grievance and the desired solution to the second level supervisor, if any.

The second level supervisor shall meet with the grievant and the grievant's representative(s), if any, no later than the grievant's fifth regularly scheduled work day following presentation of the grievance. Within five calendar 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.

(3) Second Step

If the grievance is not resolved at the first step, the grievance may be referred within ten calendar days of the written decision by the supervisor, to the Department Director, who shall meet with the employee and the representative in an attempt to resolve the grievance within the grievant's fifth regularly scheduled work day following the receipt of the grievance. Within five calendar days

following such meeting, the Department Director shall give a written decision to the grievant.

(4) Third Step

If the grievance is not resolved at the second step, the grievance may be forwarded within ten calendar days of the written decision by the Department Director, to the Director of Human Resources, who shall meet with the employee and the representative within five calendar days following receipt of the grievance. The Human Resources Director shall make such investigation as required and make recommendations to the City Manager no more than ten calendar days following the meeting with the employee and the representative. Within 20 calendar days thereafter, the City Manager shall render a written decision, which shall be final.

C. General Provisions

- (1) A grievance will only be considered if it is filed within 30 calendar days of the event giving rise to the grievance or, if the employee could not have known of the event giving rise to the grievance, within 30 calendar days of when the employee knew or should have known about the event.
- (2) All time periods in this Section may be extended 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 grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.
- (4) An employee who has initiated a grievance, or assisted another employee in initiating 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.
- (5) For purposes of this Section, "days" means regularly scheduled work days of the affected employee(s) unless otherwise specified.
- (6) Written reprimands are not grievable. The appropriate remedy is for the employee to attach a response to the written reprimand before it is included in his/her personnel file. The employee may also request to meet with the Department Director.

D. Representation

- (1) Employees have the right to represent themselves individually in grievance matters, or to be represented by Teamsters.
- (2) Teamsters shall notify the Director of Human Resources, in writing, of its designated employee grievance representatives and provide notifications of any change in such representatives. At the Informal Discussion and First Step, Teamsters representatives may represent the grievant. At the Second Step and Third Step and at any Personnel Board hearing, Teamsters may also designate an outside representative to represent the grievant or Teamsters.
- (3) A grievant will be given reasonable time off, not to exceed one full work day, to process his/her grievance. Such time off can be taken in one-hour increments. A witness in any grievance meeting or hearing held during work hours shall be given reasonable time off, as determined by management. A Teamsters employee grievance representative will be given reasonable time off to investigate and/or process grievances. Such time off counts as time off for union business. The grievant will be granted one work day, defined as eight hours without loss of pay or benefits, to attend any grievance meeting or hearing held during the employee's normal work hours.

Before performing grievance work, Teamsters representatives shall obtain permission for time off for union business in accordance with Section 6.04. Before attending grievance meetings or hearings, the grievant or witness shall obtain permission from his/her immediate supervisor. When the grievance work or grievance meeting is completed, the Teamsters employees released under this Section shall return to work and complete their assigned work shifts if the work shift has not yet ended. Neither the grievant nor the representative nor witnesses shall interrupt or leave work if the supervisor determines that such interruptions or absence will unduly interfere with the work of the employee. However, if the supervisor denies such time off, time off must be granted within 24 hours of such request.

6.06 Right to Union Representation

Employees have the right to Teamsters representation at any meeting with representatives of the City that, in the employee's opinion, may result in disciplinary action. However, the employee cannot unreasonably delay such a meeting by requesting representation by a specific Teamsters representative who is not available if another Teamsters representative is available to attend the meeting with representatives of the City.

6.07 Disciplinary Action

- A. Permanent employees are subject to discipline only for just cause.

All disciplinary actions will normally be based on the contents of the employee's official personnel file, except that there shall be no requirement that employee counseling documentation (e.g., supervisor notes regarding discussions or meetings with an employee about performance issues or other problems) be included in said file. This does not, however, preclude an appointing authority from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause. Performance deficiencies documented in the employee's performance evaluation may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Progressive discipline will be used, with the disciplinary action taken being dependent upon the severity of the incident on which the disciplinary action is based. The severity of the incident, however, can result in the immediate termination of an employee even though there has not been any prior disciplinary action taken against that employee.

Teamsters Business Representatives shall be copied on all written notices of discipline given to employees represented by Teamsters unless the Teamsters employee receiving the discipline requests that Teamsters Business Representatives not be given a copy of such written notice. The written notice of discipline will inform the employee that he/she has the right to consult Teamsters with regard to the disciplinary action being taken.

Disciplinary action based on employee misconduct shall be initiated within one year from the date that the appointing authority had knowledge of the incident, except in instances when an investigation is ongoing and the employee has been notified of the investigation.

- B. Last chance agreements in lieu of disciplinary action will only be used in substance abuse cases or in the case of performance problems that have been documented in the employee's performance evaluation.

6.08 Notification of New Hires

The Human Resources Department shall provide the Teamsters designee with the name of each permanent employee whose job title entitles him/her to Teamsters representation as soon as is practicable after the employee's hire or transfer.

6.09 Employer-Employee Relations Meetings

The Human Resources Director, or his/her designee, and one additional Human Resources Department staff member, will strive to meet, as schedules permit, on a monthly basis with the Teamsters, or their designee(s). The purpose of the monthly meetings is to discuss and attempt to resolve any labor-management issues that may arise during the term of this Agreement. Mandatory subjects of bargaining will not be discussed. However, if both the City and Teamsters agree that there needs to be a change made to the MOU, then an amendment to the MOU, subject to ratification by Teamsters and approval of City Council, can be made during the term of this Agreement.

6.10 Performance Evaluation Appeal Procedure

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluation. However, a probationary employee may attach a response to his/her performance evaluation, with the response to be filed in his/her personnel file.

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: a) in lieu of appealing the performance evaluation; b) at any time during the appeal procedure if he/she decides not to take the appeal to the next level listed in the appeal procedure; or c) if he/she is not satisfied with the City Manager’s written decision. The response will be attached to the performance evaluation and filed in the employee’s personnel file.
- (5) Overall performance evaluation ratings of “Meets Overall Standards” or “Exceeds Standards” are not appealable beyond the Department Head.

B. An appeal involving a performance evaluation shall be processed in the following manner:

(1) Informal Discussion

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

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. Within seven calendar days following such meeting, the Department Head, or his/her designee, shall give a written decision to the employee. If the appeal is based on a performance evaluation for which the overall performance rating is "meets overall standards" or "exceeds standards," the decision of the Department Head is final.

(4) Third Step

If the appeal is not based on a performance evaluation for which the overall performance rating is "meets overall standards" or "exceeds standards" and the employee is not satisfied with the decision of the Department Head, within seven calendar days following receipt of the Department Head's decision, the employee may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall meet with the employee within seven calendar days following receipt of the performance evaluation appeal. The Human Resources Director, 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 to be represented by Teamsters if the employee elects to appeal his/her performance evaluation.

6.11 Re-openers

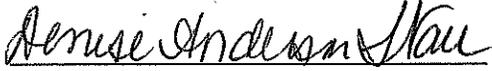
During the term of this Agreement, upon request from either the City or Teamsters, to the extent required by law, the parties shall meet and confer in good faith regarding implementation of the City's new Payroll/HR program with consideration of possible adjustments to language or processes as they relate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

6.12 Joint Labor Management Committee

The parties agree to establish a Joint Labor Management Committee (JLMC) during the term of this Agreement for the Public Works Department. The Committee will serve as the forum for the discussion of issues and concerns identified by Committee members that have risen from within the Public Works Department.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this Oct. 22, 2018.

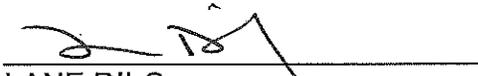
ATTEST:


DENISE ANDERSON WARREN
City Clerk

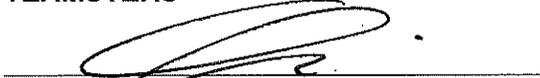
CITY OF SANTA MONICA
a municipal corporation

By: 
RICK COLE
City Manager

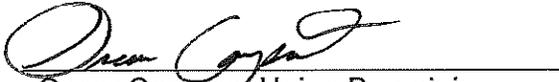
APPROVED AS TO FORM:

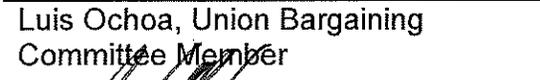

LANE DILG
City Attorney

TEAMSTERS

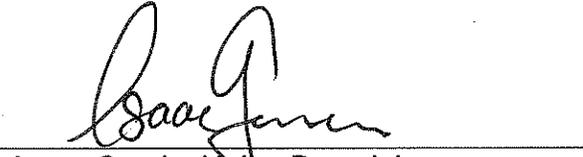

Carlos Rubio, Union Bargaining
Committee, Chief Negotiator

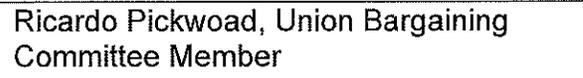

Aaron Garcia, Union Bargaining
Committee Member


Oscar Campos, Union Bargaining
Committee Member


Luis Ochoa, Union Bargaining
Committee Member


Frank Morales, Union Bargaining
Committee Member


Isaac Garcia, Union Bargaining
Committee Member


Ricardo Pickwood, Union Bargaining
Committee Member

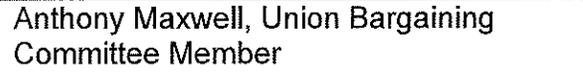

Anthony Maxwell, Union Bargaining
Committee Member

EXHIBIT A

REPRESENTED CLASSIFICATIONS

Airport Maintenance Crew Leader
Airport Maintenance Worker
Aquatics Maintenance Worker
Carpenter
Carpenter Crew Leader
Concrete Finisher
Custodian I
Custodian II
Dispatcher
Electrical Crew Leader
Electrician II
Electronic Communications/Farebox Technician
Equipment Operator I
Equipment Operator II
Event Attendant II
Farmers' Market Attendant
Field Attendant
Fire Equipment Specialist
Fleet Storekeeper
Graffiti Removal Technician
Groundskeeper
HVAC Crew Leader
HVAC Technician
Irrigation Crew Leader
Irrigation Technician
Lead Parking Meter Technician
Lead Traffic Painter
Lead Water Production/Treat Plant Operator
Maintenance Assistant
Maintenance Crew Leader
Maintenance Worker
Mechanic I
Mechanic II
Motor Coach Cleaner
Motor Sweeper Operator
Painter
Painter Crew Leader
Parking Meter Technician
Parks Equipment Technician
Parks Maintenance Crew Leader
Pier Maintenance Crew Leader
Pier Maintenance Worker

Pipe Fitter
Plumber
Plumber Crew Leader
Resource Recovery & Recycling Equipment Operator
Resource Recovery & Recycling Safety and Training Coordinator
Sewer Maintenance Worker I
Sewer Maintenance Worker II
Senior Mechanic
Senior Transit Maintenance Worker
Storekeeper I
Storekeeper II
Street Services Crew Leader
Street Services Worker I
Street Services Worker II
Trades Intern
Traffic Painter
Transit Maintenance Worker
Transit Mechanic I
Transit Mechanic II
Tree Trimmer
Underground Utilities Locator
Warehouse Worker
Wastewater Crew Leader
Wastewater Treatment Plant Operator
Water Construction Crew Leader
Water Crew Leader
Water Maintenance Worker
Water Production Treatment Operator
Water Resources Crew Leader
Water Resources Technician
Water Systems Equipment Operator
Welder Fabricator

EXHIBIT B

CITY OF SANTA MONICA PERSONNEL BOARD PERSONNEL RULES & REGULATIONS TEMPORARY APPOINTMENTS

To implement Sections of the Santa Monica Municipal Code, which pertain to temporary/acting appointments to positions in the Classified Service, the Santa Monica Personnel Board adopted the following rules and regulations:

A temporary/acting appointment of a regular employee can be made when:

- 1) a budgeted position has become temporarily vacant due to the vacation, sick leave or other temporary absence of the permanent incumbent in the equal or higher classification; or
- 2) there is no valid eligible list for a vacant budgeted permanent position in an equal or higher classification.

If a vacancy occurs when an eligible list for a particular classification is not available to fill the position on a permanent basis, the appointing authority shall notify the Human Resources Department. The Human Resources Department shall post the vacancy for five calendar days so that interested employees may file an application. Temporary appointees will be selected from applicants for the position who have applications on file in the Human Resources Department and who meet the minimum qualifications for the position.

Applications shall be screened and reviewed for minimum qualifications before being made available to the appointing authority.

The appointing authority shall select the temporary appointee(s) from the qualified applicants. The appointment shall be for a period not to exceed 60 days, subject to the approval of the Director of Human Resources and the City Manager.

Appointments shall be reported to the Personnel Board at its next meeting. Subject to Personnel Board approval, temporary appointments may be renewed if necessary to complete the examination process or cover the absence of a permanent incumbent. The Board may disapprove any temporary appointment or renewal of any temporary appointment that it determines is not justified. Each renewal of a temporary appointment shall not exceed 60 days.

NOTE: This policy and procedure does not apply to as-needed employees hired to fill a temporary vacancy. The policy and procedures with regard to the hiring of as needed employees would apply.

Adopted by the Santa Monica Personnel Board at a special meeting on December 8, 1994.

SIGNED COPY ON FILE

Robert Sullivan, Chairperson, Santa Monica Personnel Board

EXHIBIT C

AGENCY SHOP

As long as Teamsters can demonstrate that it has a 50% membership (based on the number of Teamsters dues paying members in comparison to the number of all filled Teamsters positions), the City agrees to grant Teamsters an Agency Shop provision. Said Agency Shop provision shall be subject to the following terms and conditions:

- (1) An employee working in a classification covered by this MOU shall, within 30 calendar days of his/her employment, execute a payroll deduction authorization form as furnished by Teamsters, and thereby either: (1) become and remain a member in good standing in Teamsters; or (2) pay to Teamsters a monthly service representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of Teamsters during the term of this MOU.

Employees represented by Teamsters may elect Teamsters membership status or service fee payer status as they see fit and may change such status from one category to the other upon written notification to the City and Teamsters. If, at any time, Teamsters membership (which does not include service fee payers) falls below 50% (based on the number of dues paying members of Teamsters in comparison to the number of filled Teamsters positions), the Agency Shop provision will be discontinued and the obligation of Teamsters members to pay Teamsters dues and non-members to pay a service fee to Teamsters will cease as of the beginning of the next payroll period. The Agency Shop provision, however, will be reinstated should Teamsters membership once more reach the required 50% level. Such reinstatement shall be effective with the next payroll period following the determination that the 50% membership requirement has once more been met(2) In the case of an employee who 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 provided by Teamsters, and thereby pay sums equal to the monthly service representation fee to a non-religious, 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 Teamsters shall jointly notify employees 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 shall also be explained. Teamsters is solely responsible for the cost of this communication and its distribution.

- (4) 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 bargaining unit employees authorizing the deduction of service fees or other authorized payments to Teamsters, or amounts in lieu of service fees to specified authorized charities. Enforcement of the payments that bargaining unit employees are obligated to make under the above paragraphs is within the discretion and the sole responsibility of Teamsters by way of civil court action against such allegedly non-complying employee.
- (5) Teamsters shall, within 60 days after the end of its 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 Teamsters, as the exclusive representative of all bargaining unit employees, is required to represent all bargaining unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.
- (7) Upon request by Teamsters, the City shall furnish Teamsters 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.

EXHIBIT D
PROCEDURE FOR
REQUESTING TIME OFF FOR UNION BUSINESS

1. The Teamsters representative shall provide his/her supervisor with a request for time off for union business on a form provided by the Human Resources Department. The request shall be made with reasonable advance notice.
2. If the supervisor approves the request, the approval is noted on the request form. A copy of the signed request form is forwarded by the supervisor to the Human Resources Department and a copy of the request form is returned to the Teamsters representative.
3. The Human Resources Department shall keep an accounting of hours used by Teamsters.
4. If the request is denied, the denial shall be in writing and shall state the reason(s) for the denial.
5. Teamsters has the right to challenge the denial of time off for union business by submitting a grievance, in writing, to the Director of Human Resources. The Director of Human Resources shall investigate and determine whether or not the request for time off to attend to union business was unreasonably denied.

EXHIBIT E

CLASSIFICATION AND COMPENSATION STUDIES

How a study can be initiated:

- A request for a study can be submitted by the employee
- A request for a study can be submitted by the employee's department head
- The Director of Human Resources can determine that a study is needed

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

- The study request can be submitted at any time during a fiscal year

When the results of a study can be implemented:

- Included in an MOU that is up for negotiation
- Included in the annual budget adopted by City Council

A job classification will be studied only if both of the following criteria are met:

- There has been a substantive change in the duties and responsibilities of the employee's position, as evidenced by the information contained in the Position Description Questionnaire that has been completed by the employee and approved by his/her immediate supervisor and his/her department head
- The position has not been studied within the past 36 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.

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.
- If a lower salary is warranted, the employee's salary will not be changed.

EXHIBIT F

SECTION 2.09 EXAMPLES

1. Fire Communications Center functions were contracted out for approximately a year to the County. Because that was not a budget cut but instead was for efficiency and supposedly better service, the employees were Y-rated. Under the current language they still would be.
1. If the City Manager asked that all departments take a 10% across the board budget cut, and positions were eliminated for that purpose, the employees would not be Y-rated and instead would have rights under the layoff procedures in the Teamsters MOU and the Municipal Code.
2. The Public Works Department decides that instead of a Custodian II position they need a Custodial Supervisor. They delete the Custodian II position and add a Supervisor position. If the employee in the Custodian II position fails to get the Supervisor position, the employee would be Y-rated and demoted to a position in the series that the employee's classification was part of, i.e. Custodian.

EXHIBIT G

Classifications Eligible to Receive Water Distribution and Wastewater Collection Bonuses

Water

- Water Construction Crew Leader
- Water Crew Leader
- Water Resources Crew Leader
- Water System Equipment Operator
- Pipe Fitter
- Water Maintenance Worker I
- Water Maintenance Worker II
- Water Production and Treatment Plant Operator
- Lead Water Production and Treatment Plant Operator
- Water Resources Technician

Wastewater

- Wastewater Crew Leader
- Wastewater Treatment Plant Operator
- Sewer Maintenance Worker I
- Sewer Maintenance Worker II