

Contract No. 10744 CCS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
PUBLIC ATTORNEYS' LEGAL SUPPORT STAFF UNION**

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ARTICLE I. GENERAL PROVISIONS

1.01. Parties to Memorandum

This Memorandum of Understanding ("MOU" or "Agreement") has been prepared pursuant to the terms of Ordinance No. 801 (CCS) of the City of Santa Monica (the "City"), which Ordinance is hereby incorporated by reference as if fully set forth herein, and has been executed by the City Manager on behalf of management officials of the City and by duly authorized representatives of the Public Attorneys' Legal Support Staff Union ("PALSSU"), on behalf of employees occupying the job classifications set forth in Section 1.05.

1.02. Purpose

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

1.03. Term of Agreement

This Agreement is effective as of July 1, 2018, and remains in full force and effect until June 30, 2021. This Agreement shall be renewed on a year-to-year basis thereafter unless either party notifies the other in writing no later than March 1, 2021, of the desire to terminate or modify this Agreement. If such notice is given, both parties shall present their requested modifications prior to the first scheduled meeting. Both parties agree to hold the first meeting no later than April 1, 2021, with a signed Agreement desired by July 1, 2021.

1.04. City Council Approval

This MOU is of no force or effect whatsoever until ratified and approved by resolution duly adopted by the City Council of the City of Santa Monica.

1.05. Recognized Employee Organization

The Public Attorneys' Legal Support Staff Union (PALSSU) is hereby acknowledged as the Recognized Employee Organization, pursuant to Section 3.04(c) of Ordinance No. 801 (CCS), representing the job classifications of:

Administrative Analyst – CAO
Community Liaison
Consumer Affairs Specialist
Family Victim Advocate
Investigator – Consumer Protection

Investigator – Criminal Division
Legal Administrative Staff Assistant
Legal Assistant
Legal Secretary I
Legal Secretary II
Paralegal
Receptionist
Senior Legal Enforcement Analyst
Staff Assistant - CAO

It is the mutual understanding of the parties hereto that acknowledgment of PALSSU:

- 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 PALSSU 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 and shall be exercised or performed in compliance with the provisions of Ordinance No. 801 (CCS).

1.07. Full Understanding, Modification and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation as outlined in Section 2.05 of Ordinance No. 801 (CCS). 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 demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects within the scope of representation as outlined in Section 2.05 of Ordinance No. 801 (CCS).

1.08. Management Rights Reserved

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, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted.
- E. Determine the overall mission of the unit of government.
- F. Maintain and improve the efficiency and effectiveness of government operations.
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

Any grievance with respect to the reasonableness of the application of the above management rights is subject to the grievance procedure contained in Section 6.03.

1.09. Peaceful Performance of City Services

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

- A. It is further understood and agreed that none of the parties hereto will participate in or 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. In the event that there occurs 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 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 the employees nor any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, 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, or during any renewal or extension thereof. Violation of any provision of this MOU by the parties shall be cause to terminate this Agreement, in addition to whatever other remedies may be available at law or in equity.
- D. The City agrees that there shall be no general lockout of employees. The parties agree to exercise good faith in complying with all the terms and conditions of this MOU.

1.10. Validity of MOU

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 hereof 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.

Should any change be made in any federal or state law, or in any rules and regulations implementing such legislation, or in any City Charter provision or Civil Service Rule and Regulation which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

1.11. Captions for Convenience

The captions herein are for convenience only and are not a part of 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

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

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

1.13. Definitions

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

- A. "Compressed Work Schedule" means a work schedule in which a full-time employee is assigned a total of 80 regularly scheduled work hours in nine days in a given two-week (i.e., two work weeks) period.
- B. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a line-item position in the Unclassified Service of the City of Santa Monica, either by original employment, re-employment or promotion. The date of entrance anniversary for employees with broken service shall be the date on which the last unbroken service was effective.
- C. "Full-Time Work Week" means 40 hours.
 - (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 the provisions of Section 2.03 herein relating to overtime. Compensation shall include base salary, deferred compensation and any other special assignment or skill pays provided by this Agreement.
 - (2) Employees who regularly work less than the full-time work week shall accrue paid leave benefits in the same ratio as the average number of hours they work 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.
- D. "Line-Item Position" means a position that is:
 - (1) specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica; and
 - (2) eligible to accumulate vacation, sick leave, and other time off in proportion to the percentage of the full-time 40-hour work week. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.
- E. "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.

- F. "PALSSU Exempt Employee" is an employee who occupies a position in a classification that has been determined by the City to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA).
- G. "Pay Status" means regularly assigned work hours actually performed. Pay status also includes pay for time not worked such as sick leave, vacation, holidays, unclassified leave, floating holiday and jury duty.
- H. "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.
- I. "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.
- J. "Salary Range steps 1 through 5" means and is 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%
- K. "Satisfactory Service" means the attainment of a performance rating of "satisfactory" or above on all evaluation criteria on the performance evaluation report immediately associated with the employee's most recent date of entrance anniversary.
- L. "Working Day" as used in the sections of this Agreement pertaining to vacation accrual (Section 4.02) and sick leave accrual (Section 4.03), means eight hours.

1.14. Overpayment Remedy

Employees shall reimburse the City any overpayment of wages or benefits. Said reimbursement is not required until the City notifies the affected employee in writing. Reimbursement may be accomplished by a lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable re-payment method, mutually acceptable to

the employee and the City, except that lump-sum deduction is required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.15. Payments at Termination

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

ARTICLE II. COMPENSATION

2.01. Effective Date of Pay Increase

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

2.02. Salaries

Salaries of 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 Attorney may fix the compensation of any position at an hourly rate. In positions for which the work week is 40 hours, the hourly rate shall be determined by dividing the bi-weekly rate by 80.

- A. Effective January 1, 2019, the 5-step salary ranges for the job classifications covered herein shall be increased by 1.5%.
- B. Effective July 1, 2019, the 5-step salary ranges for the job classifications covered herein shall be increased by 1.5%.
- C. Effective July 1, 2020, the 5-step salary ranges for the job classifications covered herein 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 public sector employers. The City will consider any salary comparison data that PALSSU may provide regarding an equity adjustment for a given classification. Should a compensation study indicate that a given classification is currently being paid above the mean salary paid to the same or similar classification found in comparable public sector employers, the salary range for current employees in that classification will remain unchanged.

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 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 City Council.

- E. The City Attorney may hire employees at a salary range step higher than "entry level" based on the experience of the individual. In exercising

his/her discretion, the City Attorney will consider all relevant factors, including but not limited to: length of experience, public sector experience, and experience within the particular field (e.g., criminal, civil litigation, land use, administrative and supervisory experience). In no event, however, shall the rate exceed the maximum rate for the class.

F. Merit increases within salary ranges:

Advancement within the salary range after hire shall be based on performance as determined pursuant to Section 5.03. Subject to the maximum salary range established for a given classification, employees shall receive, on the date of entrance anniversary, annual salary range step increases unless the City Attorney specifies otherwise, in writing, with a statement of reasons. This notification shall be delivered at least 60 days in advance of the denial of the scheduled annual step increase.

2.03. Overtime

Overtime for employees who are regularly assigned to a five-day, eight hours per day work week, and for permanent part-time employees who regularly work less than eight hours in one day and 40 hours in one week, means work in excess of eight hours in one day or 40 hours in one week, provided such hours of work have had the prior approval of an authorized departmental management official. Overtime for employees regularly assigned to a work day in excess of eight hours in one day or 40 hours in one work week means work in excess of the regularly-scheduled number of hours in one day or in excess of the regularly-scheduled hours in one work week, provided such hours have had the prior approval of an authorized departmental management official. Except that overtime for all employees not classified as exempt under the Fair Labor Standards Act (FLSA) means work in excess of 40 hours in one week, provided that such hours of work have had the prior approval of an authorized departmental management official. Should the Fair Labor Standards Act be amended to change the definition of overtime for said employee(s), this Section shall be amended to reflect those changes.

All authorized overtime shall be compensated with cash payment based upon one and one-half (1-1/2) times the hourly rate equivalent to the employee's monthly salary computed to the nearest one-tenth of an hour, except that an authorized departmental management official may grant compensatory time off at the rate of one and one-half (1-1/2) times for such overtime to a maximum of 40 hours in any fiscal year. Such compensatory time off must be taken during the fiscal year in which it is earned. Such time may not be taken, however, in conjunction with vacation leave.

Any compensatory time off not taken off during the fiscal year will be paid off at the applicable rate of pay, as of June 30th.

2.04. Call-Back Pay

Should the City call back any full-time employee before or after his/her normal working hours to perform work, the City shall credit the employee with not less than a minimum of two hours of time, regardless of time actually worked as a result of being called back to work to perform services for the City.

“Call-back” means any work not specifically scheduled in advance as to time and/or place and for which an employee is asked to return to the work place after he/she has left the primary work place.

2.05. Bilingual Compensation

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 in addition to English. This may include specialized communication skills such as sign language.
- (2) An employee must regularly utilize such skills during the course of his/her duties or upon request of City management.
- (3) The employee must be certified as qualified through an examination administered by the Human Resources Department.
- (4) Recertification of this skill may be required from time to time through an examination administered by the Human Resources Department.

An employee who has not been certified and qualified and is not receiving bilingual skill pay will not be required to utilize this skill except 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, the employee shall receive an additional bi-weekly amount of \$23.08, for a total bi-weekly amount of \$46.15.

2.06. Pay for Serving in a Higher Job Classification

When, in the determination of the City Attorney, it is necessary to assign 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, 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 at the rate of an additional \$1.25 per hour for all such hours assigned after the employee works a minimum of two consecutive work days in the higher classification assignment, with payment retroactive to the first day. The City shall not rotate employees in and out of the higher classification assignments in order to avoid paying said compensation.

- B. If the position to be filled is vacant, the City Attorney 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 which provides an increase of at least 5% over his/her current salary rate.
- C. Nothing in this section requires the City to make temporary assignments of employees.

2.07. Reclassifications

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

A reclassification of a permanent employee to a lower level job classification will not be considered a demotion, and the salary of the affected employee shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary. (Section 2.08 Y-Rating)

2.08. Y-Rating

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

"Y-rated" means the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y-rated salary.

2.09 Pay for Training

An employee who is specially assigned by the City Attorney or the Office Administrator to formally train and trains a new employee in the same or a lower classification in the City Attorney's Office shall receive additional compensation equaling 7% of his or her salary for the duration of the training assignment.

2.10 Accounting for Time Worked

PALSSU Exempt Employees do not have to account for their work time on an hourly basis but must account for each full or half day of absence using appropriate accrued leave, regardless of the employee's exempt status. Further, PALSSU Exempt Employees are not eligible to accrue paid compensatory time or be paid overtime, and must work full-time, with full-time being defined as 80 hours per pay period, unless the employee has requested and obtained part-time status. However, an employee may be required to report how much time he/she spends on specific projects when that reporting is required for City Attorney management, accounting or disciplinary purposes.

Current PALSSU Exempt Employee job classifications are as follows:

Senior Legal Enforcement Analyst

2.11 CLETS Certification Bonus

An employee who receives the necessary certification and whose work assignment includes the use of CLETS shall receive a bi-weekly bonus in the amount of \$23.08. In order to retain this benefit, the employee must maintain the certification and be assigned to use CLETS on a regular basis.

ARTICLE III. SUPPLEMENTAL BENEFITS

3.01. Retirement

The City is a contract member of the California Public Employees' Retirement System (CalPERS), and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the Santa Monica City Council. The terms and conditions regarding CalPERS retirement and optional benefits for miscellaneous employees between the City and Management Team Associates (MTA), Supervisory Team Associates (STA), Administrative Team Associates (ATA), Municipal Employees Association (MEA), Public Attorneys' Union (PAU), PALSSU, SMART-TD, International Brotherhood of Teamsters Local 911 (Teamsters), and Executive Pay Plan (EPP) are covered by the Umbrella Agreement between the City and a Coalition of those recognized employee organizations.

- A. Tier 1 employees hired by the City on or 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 and reports the value of the 8% employer paid member contribution (EPMC).
 - 3) Employee contributions include 6.7% and the cost for the enhanced benefit of EPMC.

- 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 7% member contribution.

- 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.

3.02. Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees covered hereunder is set forth in an umbrella agreement which covers the following non-sworn City bargaining units: ATA, MTA, MEA, PAU, PALSSU, STA, Teamsters, and SMART-TD, as well as members of EPP.

The City has established a Post Employment Health Plan (PEHP) for PALSSU employees. The City shall make a contribution of \$27.08 biweekly on behalf of each employee into the Post Employment Health Plan (PEHP). Employees will continue payroll deductions of \$27.08 biweekly payable to the City for this contribution. Upon written notification from PALSSU, contributions by the City into the PEHP can be changed or discontinued.

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

3.03. Tuition Reimbursement

The City will provide annually for reimbursement for tuition and required study material for career improvement study approved by authorized management

officials. Payment shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided, however, that:

- A. Enrollment in the career improvement study course must be approved in advance by an authorized management official.
- B. The study 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.
- C. The employee must exhibit some reasonable expectation of qualifying for such position upon successful completion of the study course if that was the reason for the course.
- D. Reimbursement shall be made only in lump-sum payments upon successful completion of the prescribed units of study required by study course.
- E. 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 normal City reimbursement exceeds the cost of tuition and study material for the approved study course.
- F. If approved tuition reimbursement costs exceed the budgeted amount as described above, the costs will be prorated so as not to exceed the budgeted amount.
- G. The maximum annual amount of reimbursement per individual employee shall not exceed \$2,000 per fiscal year.

3.04. Mileage Reimbursement and Energy Conservation

Reimbursement to employees for authorized use of private vehicles for City business shall be made pursuant to the City Mileage Reimbursement Administrative Instruction.

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

3.05. Supplemental Retirement Plans

A. 457 Plan

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

Effective July 1, 2018, the City shall contribute a bi-weekly amount of \$23.08 on behalf of each employee to this deferred compensation plan.

B. 401(a) Plan

Upon written notification from PALSSU, the City shall establish and maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. Contributions to said plan shall be made by PALSSU employees through payroll deduction. PALSSU shall notify the City as to the amount which will be contributed by each PALSSU employee into the plan. This contribution will not reduce the employee's compensation for the purpose of calculating performance bonuses or any other payments that are based on the employee's rate of pay.

3.06. Long Term Disability Insurance

The City agrees to maintain a long term disability insurance plan for permanent employees at no cost to the employee. The long term disability insurance benefits will be equal to 60% of either the employee's base salary or \$6,667 per month, whichever amount is less, reduced by the employee's income from other sources.

3.07. State Disability Insurance

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

3.08. Term Life Insurance

The City agrees to maintain a term life insurance plan for permanent employees, with individual coverage in an amount equal to twice the employee's annual base salary rounded up to the next one thousand dollars. 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.

The City will continue to explore the option of reflecting these deductions on the employees' paychecks if allowed in the new HR/Payroll system.

3.09. 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 cash-out and can designate that a portion of those days, as specified by the employee, be left in the employee's sick leave "bank" instead of 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 skill pay, shall be made only to employees in a paid status during the last payroll of the fiscal year as defined by the Finance Department. To qualify for payment, an employee must have a sick leave "bank" of six days. For purposes of this Section, "bank" shall mean sick leave earned in prior years and reported in the "Sick Leave Balance Brought Forward from Prior Contract Year" column of the "Vacation, Sick Leave and Compensatory Time" report issued by the Finance Department at the beginning of the fiscal year during which payable sick leave is earned.

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

<u>Sick Leave Hours Used In the Fiscal Year</u>	<u>Sick Leave Hours Payable At Fiscal Year End</u>
16	48
24	40
32	32
40	24
48	16
56	8
64 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:

<u>Sick Leave Hours Used In the Fiscal Year</u>	<u>Sick Leave Hours Payable At Fiscal Year End</u>
16	96
24	88
32	80
40	72
48	64
56	56
64	48
72	40
80	32
88	24
96	16
104	8
112 or more	0

It is mutually acknowledged by the parties that the use of Code 40 or other time off not appropriately scheduled in advance will disqualify an employee from

eligibility for payment under this Section. There will be an exception to this MOU provision for employees who work a compressed work schedule. Employees assigned to work a compressed work schedule may use Code 40 or other paid leave time, including vacation, compensatory time, or unclassified leave, to supplement the 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 the sick leave buy back.

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

Such payment shall be prorated only for employees taking service retirement during the contract year or for new employees on the payroll as of June 30th of any covered contract year.

3.10 Professional Development

With prior approval of the City Attorney or his/her designee, employees are eligible to receive reimbursement for registration at seminars and training sessions, inclusive of reasonable travel, parking, and accommodation expenses, provided that the seminar or training meets the following criteria, as determined by the City Attorney: (1) is related to the employee's work duties; (2) the cost of the training is reasonably related to the benefit of the training to the City, and (3) the training budget constraints allow for it. If approved, each employee may attend a maximum of one professional development or training session per fiscal year, unless determined otherwise by the City Attorney, or his/her designee.

ARTICLE IV. LEAVES

4.01. Paid Holidays

- A. Employees shall receive paid holidays as hereinafter provided:
- | | |
|--|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| The Friday following Thanksgiving | |
| The half day immediately before Christmas Day | |
| Christmas Day | December 25 |
| The half day immediately before New Year's Day | |
| One non-cashable floating holiday | |
| One cashable floating holiday | |
| All other holidays declared by City Council | |
- B. Whenever any day listed herein as a paid holiday falls upon 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. Whenever any day listed herein as a paid holiday falls upon 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.
- C. Time worked on an authorized paid holiday shall be compensated at straight time at the hourly rate equivalent to the monthly salary plus the regular holiday pay.
- D. Employees in Divisions observing different holiday schedules shall, in lieu of the holidays listed above, receive holidays enjoyed by other operating employees in that particular Division; provided, however, that the same number of holidays (12) shall be observed.
- E. The cashable floating holiday is accrued by employees on pay status on July 1st of each 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 yearend. 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 straight-time base salary rate of pay.
- F. A non-cashable floating holiday becomes available as of January 1st. Only those employees who are on the payroll as of January 1st shall be entitled

to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.

4.02. Vacation Leave

Employees shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first six calendar months of continuous service, six working days.
- B. Thereafter, up to and including five completed years of service, one working day for each completed calendar month of service.
- C. Thereafter, up to and including ten completed years of service, 1.25 working days for each completed calendar month of service.
- D. Thereafter, up to and including 15 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. The administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling and payment for such leave shall be as prescribed in the Civil Service provisions of the Santa Monica Municipal Code, except that maximum accrual of vacation shall be three times the employee's annual accrual of vacation.
- G. 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 shall be 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, but cannot be cashed out when an employee separates from City employment.
- H. Each employee has the annual option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option on two occasions each calendar year (on or about July 1st and on or about December 31st), as follows:

<u>Years of Service Completed</u>	<u>Max number of cashable hours per occasion</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 the last paycheck in December. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

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

4.03. Sick Leave

- A. The accrual and use of sick leave shall be as defined in Santa Monica Municipal Code section 2.04.320, hereby incorporated as if set forth in full herein, except as follows:
- B. Sick leave shall be defined as absence from duty because of the employee's illness; the employee's 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, children, sibling, parent, grandchild, grandparent, registered domestic partner, or other family members as provided under applicable law, 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, children, sibling, parent, grandchild, grandparent, registered domestic partner, or other family members as provided under applicable law. For the purposes of this section, children and parents of the employee's domestic partner are covered by this provision.

4.04. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the City Attorney and the City Manager. Such leave may not exceed one year. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it

desirable for the City to retain the employee's services even at the cost of some inconvenience to the City.

4.05. Military Leave

The City will observe the military leave requirements of state and federal law.

4.06. Jury Duty

An employee who is duly called to serve on any jury and is unable to be excused therefrom, shall receive his/her regular base salary 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 only once every three years and shall make every effort to cooperate with any request by the City Attorney or his/her designee to request a delay in jury service to accommodate important department work in progress. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

4.07. Workers' Compensation Leave

An 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 City position) shall receive from the City during the first 30 calendar days of 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. 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. The City shall make these payments without making any deduction from accrued sick leave benefits. The City's obligation to make the payments shall not commence until the third day of disability absence unless the employee is hospitalized, in which case the City's obligation to make the payments shall commence on the first day the employee is absent. An employee may use available accrued sick leave to cover the first two days of disability absence. If the employee's disability absence exceeds 60 calendar days, an employee may supplement the Worker's Compensation benefit received under State law with available accrued sick leave, accrued vacation leave, and accrued compensatory time. The total number of leave hours, along with the Worker's Compensation benefit, shall not exceed the employee's base pay for each day of leave. For this purpose, accrued leave hours can only be used in one-hour increments.

Should the City negotiate changes to the Workers' Compensation leave program with other City bargaining groups, with the exception of POA, Local 1109, and

SMART-TD, those changes shall apply to the employees of PALSSU on the same effective date.

4.08. Parental Leave

Employees who have primary responsibility for the care of a new child shall be entitled to a leave of absence totaling up to four months immediately following the child's birth or adoption and shall be returned to the same line-item position occupied prior to the leave upon its expiration. Paid vacation leave, unused accrued unclassified leave, unused accrued compensatory time and sick leave, if applicable, as well as unpaid leave shall be counted toward the four-month total. Additional leave may be requested under the provisions of Section 4.04 of this MOU.

"Primary responsibility" means that the employee's spouse or domestic partner is medically incapacitated, or the spouse or domestic partner is gainfully employed during hours that the employee is normally scheduled to work and no schedule change for either parent is possible, or by demonstrating other extraordinary circumstances (such as adoption of a disabled child who requires constant parental supervision).

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

Maternity leave is not the same as parental leave and shall be administered in accordance with state and federal law. When an employee returns to work following maternity leave, said employee shall be reinstated to her former position.

4.09. Bereavement Leave

Bereavement leave of not more than five working days with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning the employee's: spouse, domestic partner, child, stepchild, children 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 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 denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement this bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unduly denied by the City.

4.10. Urgent Personal Leave

Two days of sick leave each fiscal year may be used for urgent personal matters that could not be postponed to a subsequent time. This leave shall be charged against accrued sick leave, if any. This leave shall be granted in units of not less than two hours, and only if accrued sick leave is available. This leave may not be accruable from year to year if not used in any given year.

4.11. Unclassified Leave

A. Cashable Days

As recognition of the lack of Civil Service protection afforded to PALSSU employees, the City agrees to grant to each employee who maintains overall performance ratings of SATISFACTORY or better: four cashable unclassified leave days off with pay per fiscal year.

Unclassified leave days shall be earned in increments of one day effective at the beginning of each quarter. New employees may not take their first day until the second performance rating has been given with a rating of SATISFACTORY or better.

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

These four cashable unclassified leave days shall not be accruable from year to year if not used in any given fiscal year.

B. Non-Cashable Days

Effective July 1, 2018, employees shall accrue three non-cashable unclassified leave days per fiscal year.

The three non-cashable unclassified leave days must be taken before the end of the fiscal year in which they accrue. If the non-cashable unclassified leave days are not taken by the end of the fiscal year, they cannot be cashed out and are forfeited.

4.12. Family Leave

The City shall comply with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for all employees. These statutes shall supersede and be implemented in lieu of any contract language or City policy/practice that provides a lesser benefit.

Before the issuance of any administrative regulations pertaining to leave under the CFRA or FMLA, the City agrees to discharge its meet and confer obligation with PALSSU.

ARTICLE V. WORKING CONDITIONS

5.01. Safety

The City shall provide a reasonably safe and healthy working environment in accordance with applicable state and federal laws and regulations. Employees agree that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

5.02. Employee Parking

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single-occupancy vehicle (SOV) driving, a parking 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., parking cash-out) in the amount of \$100. Employees are not eligible for the parking cash-out if they drive alone (i.e., SOV driving) to work and park in an alternative location to their designated parking location. Monthly payment will be prorated based on hours worked that month.

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 PALSSU's Average Vehicle Ridership (AVR) are 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 PALSSU, before any employees would be subject to such a charge.

5.03. Performance Evaluations

The parties hereto agree that one purpose of a performance evaluation is to record the accomplishments and deficiencies of an employee's job performance.

An employee will be given notice in advance of his/her performance evaluation if there are performance issues that would result in an overall performance rating of less than satisfactory on any evaluation criteria. An employee can request the presence of someone else during a discussion regarding his/her performance.

In addition, the performance evaluation is an opportunity for the employee and supervisor and/or Division Head to discuss the employee's job performance, career development and goals within the City, and what job improvements, if any, shall be achieved by the employee during the next evaluation period.

The Division Head of each Division shall evaluate in writing the performance of employees in their respective divisions and all new employees hired subsequent to the effective date of this Agreement. Such evaluation will be submitted to and approved by the City Attorney unless the City Attorney provides a written explanation to the affected employee as to why the City Attorney disagrees with the Division Head's evaluation. Employees who are not members of a Division in the City Attorney's Office will be evaluated by the City Attorney. All employees will be given reasonable opportunity to discuss said evaluations with the evaluator. The evaluations will be performed on the following basis:

- (1) Once at the conclusion of the first three months of employment.
- (2) Once at the conclusion of the first six months of employment.
- (3) Once at the conclusion of the first year of employment.
- (4) Once every year thereafter, with said performance evaluations to be due three weeks before the employee's date of entrance anniversary.
- (5) Whenever an employee's performance substantially declines.

If the City Attorney or the Division Head fails to conduct a performance evaluation on or before its due date, the employee shall advise the City Attorney in writing that the evaluation is past due. The City Attorney or the Division Head shall complete the evaluation within ten days of said written notice and any merit increase tied to the evaluation shall be retroactive to the pay period in which the evaluation was originally due.

If the City Attorney or the Division Head fails to complete a performance evaluation by its due date, any step increase tied to the evaluation shall be retroactive to the pay period in which the evaluation was due. In addition, if the payment of any step increase, or merit-based pay, does not occur within 30 days of the date when the evaluation was due, the employee shall be paid interest at the average rate earned on the City's portfolio for the period from the 31st day after the due date until the date on which the employee receives the merit pay.

An employee who believes that the prescribed evaluation procedures have not been followed, or that the evaluation does not correspond to the facts, may

submit a written complaint to his/her supervisor within ten days of receiving the performance evaluation. If no satisfactory response is received within five days of filing the complaint, the employee may immediately forward the complaint to the City Attorney. If no satisfactory response is received within five days, the employee has the right to submit a written rebuttal to the performance evaluation and to have said rebuttal attached to and become part of the employee's permanent performance evaluation.

5.04. Work Schedules

If a permanent employee desires to modify his/her work schedule to accommodate specific work schedule 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 the City Attorney. As long as the operational needs of the City Attorney's Office and the City will still be met, upon approval of the City Attorney, the employee's request shall be approved. If it should be later determined that the operational needs of the City Attorney's Office and the City can no longer be met with the employee's modified work schedule, the employee shall receive at least 30 days' notice that his/her modified work schedule can no longer be continued. If the employee cannot change his/her outside scheduling needs to fit within the regular work schedule established for his/her position, the City will make every reasonable effort to place said employee in another like position where the employee's specific scheduling needs can be accommodated. While nothing in this Section requires that the employee's modified work schedule be granted or that the employee be transferred to a like position to meet the employee's outside scheduling needs, requests shall not be unreasonably denied.

If an employee's request for a modified work schedule is denied and if the employee does not agree with the decision that has been reached, the employee can grieve such decision under Section 6.03 (Grievance and Complaint Procedure) of this Agreement. Failure to successfully transfer an employee under this Section will not be grievable.

5.05. Employment Separations

A. Reductions in Force

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

5.06. Discipline

Even though all employees in the City Attorney's Office are exempt from the City's civil service rules, the City Attorney's Office adheres to the fundamental principle that discipline shall be progressive. Possible disciplinary actions, in order of severity, are as follows: verbal warning; written reprimand; suspension; demotion; and termination. Any disciplinary action taken will be dependent upon the severity of the incident or incidents on which the disciplinary action is based. Very serious incidents can result in severe disciplinary action, up to and including termination, even though there has not been any prior disciplinary action taken against that employee.

5.07. Personnel Files

The City shall maintain one official personnel file for each employee. Said file shall be kept in the Human Resources Department. The City Attorney's Office can maintain a working file for each employee.

An employee is entitled to review the contents of his/her official personnel file at reasonable intervals, provided that the employee schedules an appointment, at least 24 hours in advance, during the regular business hours of the Human Resources Department. No material shall be placed in an employee's personnel file without having been shown to the employee. An employee may prepare a written response to any such material and such response shall be filed with the original material.

5.08. Lunch Periods

Employee lunch periods shall be considered duty-free. If the City seeks to direct the employee or requires 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.

ARTICLE VI. EMPLOYER/EMPLOYEE RELATIONS

6.01. Payroll Deductions

It is mutually understood and agreed that the City will, subject to the provisions of Ordinance No. 801 (CCS) and during the term of this MOU, deduct monthly and remit to the office or officer designated in the employee payroll deduction authorization any dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident insurance premiums. Any or all of such payroll deductions are subject to termination by the City Manager upon 24 hours' notice for failure to comply with the provisions of this MOU.

6.02. Grievance and Complaint Policy

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

- Step 1. 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 toward a settlement.
- Step 2. If the matter cannot be satisfactorily resolved within 30 days of the event giving rise to the grievance (or within 30 days of the time that the employee learned of the event), the employee may submit the grievance in writing to the City Attorney, stating the nature of the grievance, the specific MOU provision alleged to be violated, and the desired solution. The City Attorney shall meet with the grievant within five working days following the presentation of the grievance. Within five working days following such meeting, the City Attorney shall give a written decision to the grievant.
- Step 3. If the grievance is not resolved at Step 2, within five working days the parties shall consider submitting said grievance to mediation as provided by Ordinance No. 801 (CCS). If either party cannot agree to mediation, within five working days the parties shall then select a three-member grievance board made up of one representative from PALSSU, one representative from management, and a member of the State Mediation and Conciliation Service who shall also act as chairperson. The decision of the grievance board shall be binding subject to the approval of the City Council.

It is mutually understood and agreed that:

- A. All time periods in this Section may be extended by mutual consent of the employee and the management representative involved.

- B. Employees have the right to represent themselves individually in grievance matters, or to be accompanied by a PALSSU representative.
- C. Reasonable time off without loss of pay or benefits shall be given to a grievant or PALSSU representative to investigate and process grievances, and to witnesses in any grievance meeting or hearing held during working hours.

6.03. Time Off for Negotiations

Employees shall be afforded reasonable time off with pay to prepare for and conduct negotiations. The authorized representative must receive prior permission from the City Attorney to use such time. Notwithstanding the limitations in Ordinance No. 801 (CCS), PALSSU shall be allowed two representatives at the negotiating table in a paid status, but said representatives are not entitled to pay if the negotiating sessions fall outside of their normal working schedule.

6.04. Successors

Any person hired to a permanent position in the City Attorney's Office similar to those covered herein shall be subject to this MOU.

6.05 Re-Opener

During the term of this Agreement, upon request from either the City or PALSSU, the parties shall meet and confer or meet and consult regarding the following subject:

Implementation of ERP (Enterprise Resource Planning System) and possible adjustments to language or processes as they relate to human resources and payroll practices.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this date: ~~September~~ ^{October} 4, 2018.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation


DENISE ANDERSON-WARREN
City Clerk

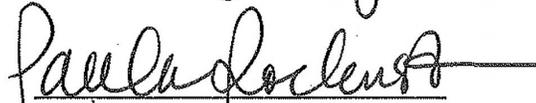
By: 
RICK COLE
City Manager

APPROVED AS TO FORM:

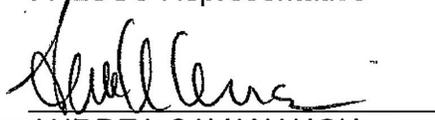

LANE DILG
City Attorney

PUBLIC ATTORNEYS' LEGAL
SUPPORT STAFF UNION


BRIGETTE GARAY
PALSSU Representative


PAULA ROCKENSTEIN
PALSSU Representative


TONY ZABALA
PALSSU Representative


ANDREA CAVANAUGH
PALSSU Representative