

CONTRACT #

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
SUPERVISORY TEAM ASSOCIATION
2020-2022

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SUPERVISORY TEAM ASSOCIATION

CITY OF SANTA MONICA

ARTICLE I: GENERAL PROVISIONS

1.01 Parties to Memorandum

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

If new job classifications are created that are proposed to be added to the bargaining unit represented by STA, the Employee Relations Officer, or his/her designee, will notify STA prior to the Personnel Board and City Council considerations of the new classifications. If job classifications from another City bargaining unit are transferred to this bargaining unit, the Employee Relations, or his/her designee, will notify STA prior to that transfer occurring. The City intends to follow the MMBA and Santa Monica Municipal Code Chapter 2.05, in regard to notification and potential negotiations as it relates to adding or deleting classifications from the bargaining unit.

1.02 Purpose

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

1.03 Term of Agreement

This Agreement is effective as of July 1, 2020, and remains in full force and effect until June 30, 2022. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2022. Negotiations will be scheduled promptly following any such notification.

1.04 City Council Approval

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

1.05 Recognized Employee Organization

STA is hereby acknowledged as the Recognized Employee Organization representing only the job classifications included in the Bargaining Unit as set forth in Exhibit A.

It is the mutual understanding of the parties to this Agreement that acknowledgment of STA 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 STA 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 that the scope of representation shall be exercised or performed in compliance with the City's employer-employee relations rules and applicable law.

1.07 Full Understanding, Modification and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation. This MOU constitutes the full and complete agreement of the parties. 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 this Agreement as proper subjects within the scope of representation .

The wages, hours of work, and other terms and conditions of employment covered by this MOU, including those wages, hours of work, and other terms and conditions of employment in existence prior to this MOU, although not specifically referred to in this MOU, shall constitute the wages, hours of work, and other terms and conditions of employment for the term of this MOU.

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.

1.09 Peaceful Performance of City Service

Participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.

- A. Neither party to this Agreement will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. If there is any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies, or disciplinary actions, may by action of the City Manager cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

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

1.10 Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder of this MOU shall remain in full force and effect. Such illegal or invalid section shall be substituted with a benefit of equal value or worth, with the parties hereto to immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

If any change is made in any federal or state law, or in any rules and regulations implementing such legislation, or in any City Charter provision or Santa Monica Municipal Code provision that would be applicable and contrary to any provision in this MOU, then such provision 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 in this Agreement are for convenience only and are not a part of this MOU and do not in any way limit, define, or amplify the terms and provisions of this MOU.

1.12 Non-Discrimination and Equal Employment

STA 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 that an employee is 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 weeks) period.
- C. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a position in the Classified Service of the City, either by original employment, re-employment, or promotion. The date of entrance anniversary for employees with broken service is the date on which the last unbroken service was effective.
- D. "Exempt Employee" means an employee who occupies a position in a classification that the City has determined to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA).
- E. "Full-Time Work Week" means 40 hours within the seven consecutive day period established as the work week for the affected employee(s).
 - (1) Employees who are employed in a work week less than the full-time work week shall be compensated in that proportion of the compensation for full-time employment as the number of hours budgeted for that position bears to the full-time work week; compensation shall include base salary, deferred compensation, and any other skill pays provided by this Agreement. Employees who are employed in a work week greater than 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 of this MOU relating to overtime.
 - (2) Employees who regularly work less than the full-time work week shall accrue vacation, sick leave, and other time off 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.
- F. "In Pay Status" means earning pay.
- G. "Line-item position" means a position that is:

- (1) specifically itemized in the personnel schedule of the annual budget of the City; 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 as if they were employed on a full-time basis.
- H. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- I. "Pay" means compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, supervisory leave days, compensatory time off, and jury duty.
- J. "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" is not to be construed to imply a guarantee of continued employment. However, no permanent employee shall be denied the right to those due process protections appropriate to his/her status under the Municipal Code, City Charter, and applicable law.
- K. "Salary Range" means the normal five-step (step 1 through step 5) hourly or monthly pay scale (and the bi-weekly equivalent) assigned to each job classification.
- L. "Salary Range Steps 1 through 5" for each job classification means and is established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the salary range toward Step 5 shall be in annual step increments contingent on 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%

- M. "Satisfactory Service" means the attainment of an overall rating of not less than "Meets Overall Standards" on the performance evaluation report associated with the employee's most recent date of entrance anniversary.
- N. "Service Date" means the employee's most recent date of employment as a permanent employee with the City. Unless prohibited by the Family and Medical Leave Act, or similar state 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.
- O. "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

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. Reimbursement may be accomplished by a lump-sum deduction made on the employee payroll warrant following the overpayment notification, or by other reasonable re-payment method mutually acceptable to the employee and the City, except that the 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 a lump-sum payoff of vacation leave, unused Supervisory Leave days, and unused accrued compensatory time only. No claim may be made against the City for the use or payment of unused sick leave or other leave days, nor can the effective date of termination be extended by the use of compensatory time, sick leave, vacation, or other leave days.

ARTICLE II: COMPENSATION

2.01 Effective Date of Pay Increase

Changes in salary rates and salary-related benefits for promotions, demotions, and acting pay changes are effective on the actual effective date of the action. All other salary rates and salary-related benefit changes are effective the first day of the pay period closest to the actual effective date of the action; 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 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 Manager may fix the compensation of any position at an hourly rate. In positions for which the work week is 40 hours, the hourly rate shall be determined by dividing the bi-weekly rate by 80.

Notwithstanding section 2.10 and Exhibit B, there shall be no cost of living adjustments or salary increases during the term of this Agreement. However, should the City provide a base salary increase for City employees represented by ATA, IBT, MTA, or MEA, STA represented employees shall receive the same base salary increase.

Equity adjustments will be conducted in accordance with Exhibit B of this Agreement.

2.03 Overtime

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, discretionary paid time off (i.e., vacation, personal leave (MOU days), floating holidays, and compensatory time off) does not count towards the 40 hours. However, discretionary time off, if pre-approved by the employee's supervisor, shall count as time worked for the purpose of calculating overtime if the employee is scheduled to work on a regularly-scheduled day off during the applicable work week. Non-discretionary paid time off, defined as all other paid leave time, counts towards the 40 hours.

In addition, if an employee is required to work on a holiday observed by the employee's department or division, as specified in Section 4.01, 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 shall count towards the 40 hours for the purpose of calculating overtime for the work week. If a Communications Center Supervisor is required to work overtime on an emergency basis, all paid leave time shall count towards the 40 hours.

All authorized overtime shall be compensated with cash payment based upon 1.5 times the hourly rate equivalent to the employee's monthly salary computed to the nearest one-quarter of an hour (six minutes is equivalent to 15 minutes). 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 only within the fiscal year in which it is earned. If compensatory time is accrued and not taken by June 30th of any fiscal year, it will be paid to the employee at the rate earned.

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 that 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 he/she has been improperly denied overtime assignments, such claims may be processed through the grievance procedure.

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 Differential

Permanent employees shall receive shift differential 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 apply.
- D. Shift differentials are not applicable when the scheduled work hours are compensated as overtime.

- E. Shift differentials are not applicable 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 Subsection A. or B. above, only for the hours actually worked on that shift.
- F. If, during the term of this MOU, a higher shift differential is provided by the City Council to any bargaining unit of employees subordinate to supervisors covered herein, employees covered herein shall receive the higher rate.

2.05 Skill/Assignment Pay

The following provisions apply for additional compensation to employees for receiving certificates that enhance their ability to do their job:

- A. The Public Landscape Superintendent shall receive an additional bi-weekly amount of \$23.08 if he/she receives a National Recreation and Park Association (NRPA) Playground Safety Inspector Certificate.
- B. The Urban Forester shall receive an additional bi-weekly amount of \$23.08 per certificate or license if he/she receives a Municipal Specialist by the International Society of Arboriculture, a State of California Pest Control Adviser (PCA) License, and/or a State of California Qualified Applicator Certificate (QAC).

In order to retain these benefits, the employee must maintain the certification or license. Additional positions may be determined to qualify for the skill pays listed above, during the term of the MOU.

2.06 Call-Back Pay

- A. If the City calls back any full-time employee after his/her normal working hours to perform work, the City shall pay the employee the appropriate overtime compensation, but not less than a minimum of three hours' pay regardless of time actually worked as a result of being called back to work to perform services for the City.
- B. If an employee in the Police, Fire Department or an employee who works in the Communications Center within the Office of Emergency Management receives an authorized telephone call during his/her off-duty hours for purposes of gaining information or doing other work, the employee is entitled to compensation at the minimum of one-half hour at the appropriate overtime rate. Phone calls will be compensated in quarter-hour increments after the minimum of one-half hour has been met. Authorized telephone call means any calls made by or authorized by the designated supervisor on duty at the time of the call.

- C. Employees outside of the Police or Fire Departments who are provided City-issued cell phones may be eligible to receive a bi-weekly amount of \$34.62 for the inconvenience of receiving phone calls during their off-duty hours. The City has identified certain classifications for which the current incumbents are eligible to receive the allowance. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. A copy of the current list is attached as Exhibit C to this MOU. Employees who receive the allowance will not receive call-back pay for the time spent on phone calls during their off-duty hours.

2.07 Pay Rate on Appointment/Supervisory Differential

- A. During the term of this MOU, employees shall maintain a differential in pay over their subordinate employees. The supervisory differential for all employees who hold positions in job classifications represented by STA as of the end of FY1992-93 shall be determined by setting the step 5 salary for the job classification at a level that provides at least 15% more than the step 5 salary of the job classification of the employee's highest paid subordinate. The supervisory differential for employees who hold positions in job classifications not represented by STA as of June 30, 1993, shall be determined by setting the step 5 salary for the supervisory job classification at a level that provides at least 10% more than the step 5 salary of the job classification of the employee's highest paid subordinate.
- B. A supervisory differential of 2.7% shall be paid to employees who are assigned to regularly supervise other employees in the same job classification and who are not covered under the terms of the section of this MOU covering pay for serving in a higher classification. Subsections A. and D. do not apply whenever an employee is assigned to regularly supervise other employees in the same job classification.
- C. If the rate of pay received by an employee appointed on promotion to a classification covered by this MOU is equal to or greater than the entrance salary of the new position, the employee's salary shall be increased to that salary step for his/her new job classification that provides a minimum 5% salary increase, except as provided in Subsection D. or E. below.

A reclassification of a permanent employee to a higher level job classification is considered a promotion and the employee's salary will be increased to the higher salary rate in the new 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.
- D. In any event, an employee appointed to a job classification covered by this MOU shall be placed at the step in the pay range for the job classification that provides not less than approximately 5% more than the highest rate being paid to subordinates.

- E. In no event may an employee's pay rate exceed the established salary step 5 for the job classification.

2.08 Pay for Serving in a Higher Job Classification

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

- A. If the temporary assignment lasts a minimum of 14 calendar days, the employee temporarily assigned shall receive the salary rate for the vacant job classification at the lowest salary step that provides a minimum 5% salary increase, provided, however, in no event shall the salary rate exceed the maximum salary rate for the vacant classification being filled by the employee on a temporary basis.
- B. If the position to be filled is vacant and there is no valid eligible list for the classification, the Department Head may assign an employee who meets the minimum qualifications of the vacant position to fill the position on a temporary (i.e., "acting") basis. The employee shall receive the salary rate for the vacant classification at the lowest salary step that provides an increase of at least 5% over his/her current salary, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the vacant classification being filled by the employee on a temporary basis. If an eligible list exists for the vacant position, the Department Head shall appoint an employee from the eligible list at the earliest possible date, and the provisions of this paragraph shall apply to the employee assigned to cover the vacancy in any interim period.
- C. The provisions of Section 1.13.B. regarding movement through the salary range shall apply in cases where the temporary (i.e., "acting") assignment is for a duration of one year or more.
- D. An employee specifically assigned to perform the duties and responsibilities of a higher classification may, after 20 working days, choose to return to the employee's original job classification, provided that another qualified employee is available to serve in the higher classification.

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

2.09 Bilingual Skill Pay

Qualified employees who meet the following criteria shall receive a bilingual skill pay of a bi-weekly amount of \$23.08:

- A. The employee must be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
- B. There is no limit on the number of employees who can be assigned to speak or translate a language other than English, as long as the employee regularly utilizes such skill during the course of his/her duties or upon request of City management.
- C. An employee must be certified as qualified through an examination administered by the Human Resources Department.
- D. An employee who holds the position of Communication Center Supervisor and who qualifies for bilingual skill pay under this Section because of Spanish language skills shall receive an additional bi-weekly amount of \$23.08, for a total of \$46.16 bi-weekly.

2.10 Reclassifications

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

2.11 Y-rating

When a personnel action, e.g., transfer to a position in another job classification as a result of a reorganization or reclassification to another job classification as a result of a change in duties, results in the lowering of the salary range of a permanent employee, the employee's salary shall be Y-rated. An employee who has demoted into a lower paying classification in lieu of a layoff shall not have his or her salary subject to Y-rating and, instead, shall receive the salary applicable to the lower pay classification to which he/she demoted. "Y-rated" means the maintenance of the employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y-rated salary. Any employee whose position is abolished shall be transferred to the highest position under the employee's supervision for which he/she qualifies and subject to the "Y-rating" provisions above. The employee shall be represented by the bargaining unit that represents the job classification to which the affected employee has been transferred as the result of a personnel action and the employee shall be covered by the terms and conditions of the Memorandum of Understanding between the City and that bargaining unit.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01 Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees is set forth in an Umbrella Agreement that covers City bargaining units represented by the Coalition, which is comprised of the following recognized employee organizations: Administrative Team Associates (ATA), Management Team Association (MTA), Supervisory Team Association (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA), SMART-TD, International Brotherhood of Teamsters Local 911 (Teamsters), members of the Executive Pay Plan (EPP), and members of the Confidential Unrepresented Employees Pay Plan (CUE).

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.

C. Vision Insurance

The City will provide vision care insurance, at no cost, to employees. 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 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 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 a 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. The 2.7% @ 55 benefit formula with a final compensation period calculated as the 12 consecutive months of compensation earnable

selected by the employee, as specified in Government Code Section 20042.

2. The employee pays the entire normal member contribution rate as set by CalPERS.
- B. Tier 2 employees hired by the City on or after July 1, 2012, are provided the following retirement benefits:
1. The 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another 36 consecutive month period designated by the employee, as specified in California Government Code Section 20037.
 2. Employee contributions include the entire required member contribution equal to 7% of compensation earnable.
- C. Employees hired on or after January 1, 2013, who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (Gov. Code, § 7522.04(f)) are provided the following retirement benefits:
1. 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another 36-month period designated by the employee, in accordance with Government Code Section 7522.32.
 2. “New members” shall be required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. Should the total normal cost of the plan change 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 permanent full-time employees for the cost of tuition and required study materials for career improvement or job enhancement courses

approved by the Department Head and subject to appeal to and approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided however, that:

- A. The maximum amount per 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 Human Resources Director. The course of study must be taken from an accredited college 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. Only employees who have completed an initial probationary period with the City are eligible for this program.
- E. Courses covered by this provision must be taken on the employee's time or on authorized vacation leave.
- F. The employee must exhibit some reasonable expectation of qualifying for the new position upon successful completion of the study course if that was the reason for the course.
- G. The tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the Department Head and the Director of Human Resources. Proof of completion must be provided to the Human Resources Department.
- H. In no event shall the amount of this City-paid benefit be reduced when there is an outside source of aid except in those cases where the aid from any outside source, plus the amount of the City-paid benefit, exceeds the cost of tuition and study material for the approved study course.
- I. The procedure to be followed with regard to the administration of the tuition payment program shall be established by the Human Resources Department. Prior to the implementation of any revisions to the procedure, the Human Resources Department will meet with STA to review the changes.
- 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 provision.

3.04 Deferred Compensation Plan

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

The City shall contribute \$84 per month on behalf of each employee to this deferred compensation plan.

3.05 Uniform Allowance

- A. Each permanent full-time or part-time employee, if required to wear a uniform and such uniform is not furnished by the City, shall receive a bi-weekly uniform maintenance allowance of \$27.70.

If, during the term of this Agreement, the uniform allowance provided to any employees in a unit composed of subordinates to employees in this bargaining unit exceeds a bi-weekly amount of \$27.70, the employees in this bargaining unit shall receive the higher amount.

- B. In addition to a continuation of the current bi-weekly uniform allowance described in Subsection A. above, the City will provide one new uniform each fiscal year for employees occupying the following job classifications in the Police Department, provided that the employees are required to wear a uniform: Animal Care and Control Supervisor, Crossing Guard Supervisor, Forensic Section Supervisor, Jail Supervisor, Police Records Supervisor, Police Services Management Supervisor, Property/Evidence Supervisor, Public Services Supervisor, and Traffic Services Supervisor.

In addition, provided that receipts are presented for approval at the time of purchase to the Police Captain supervising their division, the City will reimburse employees in the classifications covered in the above paragraph, for the necessary replacement of two uniform shirts and pants, or, in lieu thereof, other department pre-approved equipment of equal value annually and one uniform jacket every three years.

In addition, if the employee can demonstrate that additional uniform items need to be replaced and the employee receives pre-approval from the Police Captain supervising their division, the employee will be reimbursed for the purchase of those additional uniform items upon submittal of receipts for those items. This includes department-required boots or shoes.

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

classification, the City shall provide the employee with any new uniform and equipment items required for that work assignment, as specified by management.

- C. The City will furnish and maintain coveralls to those employees that are required to do work that may damage their personal clothing.
- D. Employees not covered under Subsection B. above will be furnished with a distinctive work uniform as prescribed by the City. The City will provide at least nine sets of such uniforms. Maintenance of these uniforms will be in accordance with existing City contracts concerning said uniforms.
- E. The City shall provide to all employees who are required to “work in the field” a voucher or allowance up to \$350 annually for employees to purchase safety shoes 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, the City shall provide another pair of safety shoes not to exceed the annual maximum.

3.06 Mileage Reimbursement and Energy Conservation

Reimbursement to employees for the 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.

3.07 Sick Leave Cash-Out

The Sick Leave Cash-Out program shall be suspended through June 30, 2022.

3.08 Vacation Cash-Out

Each employee has the option to cash out up to 48 hours of accrued vacation leave on two occasions each calendar year (on or about July 1 and the last paycheck in December).

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

In order to exercise this option, with respect to the end of December cash-out, an employee must, prior to the end of the preceding calendar year, designate the number of hours up to the applicable maximum number of hours 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.

3.09 Term Life Insurance

The City will provide and maintain for each permanent employee a term life insurance plan, with individual coverage of two times the employee's annual base salary. The term life insurance premium will be provided to employees at no cost. Employees will be responsible to pay any tax liability through payroll deductions as a result of this fringe benefit.

3.10 Disability Insurance

A. State Disability Insurance

The City shall contract for State Disability Insurance coverage for employees. State Disability Insurance coverage will be at the employee's expense and automatically deducted through payroll deductions, estimated at 1% of employee salary annually. Eligibility for benefits provided under said plan is subject to the waiting period required by the State of California.

- B.** The City will maintain a long-term disability insurance plan for permanent employees at no cost to the employee. The long-term disability insurance benefits will be equal to 60% of either the employee's base salary or \$8,333 per month, whichever amount is less, reduced by the employee's income from other sources.

3.11 Professional Development Program

Employees are eligible to attend, at City expense, professional seminars, conferences and workshops, inclusive of reasonable travel, parking, and accommodation expenses, provided that the seminar or workshop meets the following criteria as determined by the employee's Department Head: 1) is related to the employee's job duties and responsibilities; 2) the cost of the training is reasonably related to the benefit of the training to the City; and 3) the employee has received the prior approval of his/her Department Head. Training tapes, books, and pamphlets may be acquired under the terms of this Section provided that such materials remain the property of the City.

Requests for professional development shall be submitted to the Director of Human Resources, or his/her designee, with a copy of the request submitted to the employee's Department Head. The Director of Human Resources, or his/her

designee, will meet with the Department Head to determine whether or not the request for professional development meets the criteria set forth in the first paragraph of this section.

3.12 Professional Dues

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

ARTICLE IV: LEAVES

4.01 Paid Holidays

- A. Employees receive paid holidays as provided below:

New Year's Day - January 1
Martin Luther King's Birthday - Third Monday in January
Presidents' 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 Day
The Half Day Immediately Before Christmas Day
Christmas Day - December 25
The Half Day Immediately Before New Year's Day
One non-cashable floating holiday
One cashable floating holiday
All Other Holidays Declared by the City Council

- B. A non-cashable floating holiday becomes available at the beginning of each fiscal year, July 1st. Only those employees who are on the payroll as of July 1st are entitled to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.
- C. A cashable floating holiday becomes available at the beginning of each fiscal year, July 1st, and must be taken before the end of that fiscal year. Only those employees who are on the payroll as of July 1st are entitled to receive the cashable floating holiday for the fiscal year. A cashable floating holiday not taken by the end of the fiscal year may be paid to the employee by the employee entering the day on the timecard for the last paycheck of the fiscal year. A floating holiday that is cashed out at the end of the fiscal year shall be paid in an amount equal to eight hours of the employee's straight time base salary rate of pay. Failure to take the cashable floating holiday or to put the holiday on the last timecard for the fiscal year shall constitute a forfeiture by the employee. If an employee terminates his/her employment before the end of the fiscal year and if the employee was eligible to receive a cashable floating holiday but has not used the holiday by the date on which his/her employment is terminated, the employee will be paid for the cashable floating holiday on his/her final paycheck, with the employee receiving eight hours of pay at the employee's base salary rate of pay at the time of termination.

- D. Whenever a designated holiday falls on a Saturday, it shall be celebrated on the immediately preceding Friday. Whenever a designated holiday falls on a Sunday, it shall be celebrated on the immediately following Monday. When a holiday falls on an employee's regularly scheduled day off, that employee will receive as holiday compensation a non-cashable floating holiday. This non-cashable floating holiday must be used by the end of the fiscal year and will not carry over from one year to the next.
- E. When an employee is required to work on a holiday, the employee has the option, with the approval of his/her supervisor, to "float" the holiday on a day for a day basis as set forth in Subsection B. above. If the employee elects to have the day that has been floated paid rather than schedule an alternate day off, the employee shall receive eight hours of holiday pay at the employee's applicable rate of pay.
- F. Whenever any day listed herein as a paid holiday falls upon any day other than Saturday or Sunday when a City facility (including department, division or work unit) is already scheduled to be closed to the public because of the adoption of a compressed work schedule, employees who work at said City facility will receive a floating holiday in lieu of the day listed as the paid holiday. This floating holiday cannot be carried over to the next fiscal year, and the floating holiday cannot be cashed out at the end of the fiscal year. This floating holiday must be taken by the end of the fiscal year in which it is granted to the employee or be forfeited.

4.02 Vacation Leave

Employees accrue vacation leave with pay on the following basis:

- A. Following completion of the first six calendar months of continuous service, six working days.
- B. Thereafter, up to and including five completed years of service, one working day for each completed calendar month of service.
- C. Thereafter, up to and including 10 completed years of service, 1.25 working days for each completed calendar month of service.
- D. Thereafter, up to and including 15 completed years of service, 1.5 working days for each completed calendar month of service.
- E. Upon completion of 15 years of service and thereafter, 1.75 working days for each completed calendar month of service.
- F. Accrual of vacation leave shall not exceed three times the employee's annual accrual of vacation.

- G. An employee will be allowed to accrue up to 80 hours of personal leave if he/she reaches his/her vacation accrual limit and ceases to accrue vacation. The accrual rate for personal leave shall be the same as the employee's vacation accrual rate. The accrual of personal leave is not limited to a one-time accrual. The banked personal leave can be carried over from fiscal year to fiscal year but cannot be cashed out when the employee separates from City employment.

Employees are expected to take their vacation each year. An employee, who has accrued vacation to the maximum vacation accrual limit (Subsection F.) and has accrued the maximum number of banked personal leave hours, as described above, may be required to take vacation leave in order to reduce the employee's vacation accrual balance. The scheduling of vacation shall be according to department or division policies and contingent on the service needs of the department. If an employee is denied the time off required to maintain a vacation balance below the maximum allowed and has accrued 80 hours of personal leave, the Department Head shall authorize payment to the employee for such vacation as would exceed the maximum accumulation limit. However, if the employee is scheduled to take vacation and fails or refuses to do so, he/she forfeits the excess accrual without compensation and will not accrue vacation until his/her vacation accrual balance is less than the vacation accrual limit (Subsection F.).

- H. Except as otherwise provided herein, the administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling, and payment for such leave shall be as prescribed in the civil service provisions of the Santa Monica Municipal Code.

4.03 Sick Leave

- A. The use of sick leave shall be defined as in the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:
- B. Sick leave is defined as absence from duty because of the employee's illness; the employee's off-the-job injury; exposure of the employee to contagious disease as evidenced by certification from an accepted medical authority; medical or dental appointments of the employee or the employee's dependent children 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, parents, or other family members as provided under applicable law. For the purposes of this section, an employee's domestic partner and the children of the employee's domestic partner are covered by this provision.

- C. Employees accrue sick leave with pay on the following basis, provided that 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:
- Sick leave accrues one working day per month.
 - A new (probationary) employee may use sick leave, accrued one working day per month, during the first six months of his or her continuous service with the City. If the employee separates prior to completing six months of continuous service with the City, the employee must reimburse the City for any sick leave that was paid during the first six-month period.
 - Employees shall receive an additional 40 hours of non-cashable sick leave effective upon the first pay period after full execution of this Agreement and on July 1 of each subsequent year of this Agreement. The accrual of 40 hours of additional non-cashable sick leave for each year of the term of the MOU shall cease at the expiration of the MOU, June 30, 2022.
- D. Any employee who is absent because of illness or disability shall notify his/her Department Head or other immediate supervisor as soon as possible but in any event in accordance with department rules and regulations.

4.04 Leave of Absence Without Pay

A permanent employee may be granted a leave of absence without pay upon application approved by the Department Head and the City Manager. Such leave may not exceed one year's time. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it desirable for the City to retain the employee's services even at the cost of some inconvenience to the City.

An individual reinstated following a leave of absence without pay shall receive full seniority rights as if fully employed during the leave only if said leave of absence lasted four months or less, was for the purpose of parental leave, or as otherwise required by applicable state or federal law.

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 which exceed thirty (30) calendar days, with the employee's service date being moved forward by the same number of days as the unpaid leave of absence. In the event a permanent employee separates from the City but is rehired within twelve (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

Employees who receive 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 full salary.

4.07 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, 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 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.

4.08 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 for a maximum of 10 work days. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor.

Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

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 an employee is called for jury service for more than 10 workdays, 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 10-work day period. The Director of Human Resources shall not unreasonably refuse to grant any such request.

4.09 Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child, are entitled to a leave of absence totaling up to four months immediately following the child's birth or adoption and upon expiration of the four months, shall be returned to the same line-item position occupied before the leave. Primary responsibility may be established by providing documentation that the employee's spouse or domestic partner is medically incapacitated, or the spouse or domestic partner is gainfully employed during the same hours that the employee is normally scheduled to work and no schedule change for the employee's spouse or domestic partner is possible, or by demonstrating other extraordinary circumstances (such as adoption of a disabled child who requires constant parental supervision). Paid vacation leave, sick leave (if applicable), and unpaid leave shall be counted toward the four-month total. Additional leave may be requested under Section 4.04 of this MOU.

In the event of a conflict with state or federal law, the City will comply with applicable state or federal law.

Maternity leave and pregnancy disability leave are 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.

4.10 Supervisory Leave

As partial recognition of the supervisory and sensitive nature of the employer-employee relationship regarding employees covered hereunder, the City will provide paid supervisory leave time per fiscal year, as follows:

- A. Employees accrue a total of 48 hours of cashable supervisory leave.

The 48 hours of supervisory leave time shall be granted in four equal increments of 12 hours, effective at the beginning of each three-month quarter of the fiscal year.

Supervisory leave time can be used in one-hour increments to supplement eight hours of paid leave time for a regularly-scheduled work day comprised of more than eight hours.

Unused supervisory leave time cannot be accrued from one fiscal year to the next. At the end of the fiscal year, the employee shall receive payment, at the employee's straight-time base salary rate of pay, for any unused supervisory leave time.

- B. In addition, employees accrue 32 hours of non-cashable supervisory leave. An employee must be on the payroll as of the first day of the fiscal year (July 1st) in order to be eligible to receive the 32 hours of non-cashable leave. Up to 24 hours of unused non-cashable supervisory leave hours can be carried over from one fiscal year to the next. Any remaining unused non-cashable supervisory leave hours cannot be carried over from one fiscal year to the next, nor shall the employee be compensated for unused non-cashable leave hours at the end of the fiscal year in which the hours accrued.
- C. The supervisory leave time shall be in addition to any other regular benefits provided by this Agreement.

4.11 Family Leave

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

When granted family leave, the employee may choose to use available accrued sick leave at his/her discretion. However, except for sick leave, the employee is required to 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 and maintain a safe place of employment. The City shall provide and maintain all equipment required by applicable safety laws and regulations and shall comply with all other applicable health and safety laws and regulations. Employees shall report unsafe practices, equipment, or conditions to their supervisors. The use of safety devices and protective equipment provided by the City is mandatory.

An employee who is directed to perform a task that the employee has good reason to believe is unsafe may request an immediate review by his/her Department Head and the Human Resources Director, who shall consult with the City Building Officer, Fire Marshal, County health officials, or State health officials, as appropriate. During the period of review or investigation the employee is not required to perform the task complained of, will not suffer loss of pay or benefits, and will be assigned other appropriate duties, if possible.

If the task complained of is deemed safe by the appropriate official, the employee must then perform the work as instructed.

Both parties recognize the role that supervisory officials play in loss prevention and safety and agree that measures of loss prevention and safety are one appropriate indicator of performance of an employee subject to this MOU.

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

5.02 Employee Parking

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

In order to facilitate the need for parking cashout participants to drive to work and park occasionally, the City will provide a pay-per-use parking card (or other

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

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

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

This program will be implemented effective January 1, 2018.

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

5.03 Effect of Job Performance on Salary

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work, experience, and ability of the person to be employed, or of the employee, may authorize entrance salaries higher than the minimum, and special 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 herein, there will be no increase in wages of any kind 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" rating has been improved to at least the

“Meets Overall Standards” level. Any overall rating in the “BELOW SATISFACTORY” category may delay the next scheduled salary step 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.

5.04 Effect of Reassignment/Recertification on Bonus/Skill Pay

When a bonus, skill pay, or additional pay referenced in various sections of this MOU is the result of assignment to specified duties or hours, or of maintenance of a registration, certificate, or other credential, the loss of the bonus, skill pay, 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.

5.05 Supervisory Training

The City recognizes the importance of maintaining supervisor awareness of policies, regulations, laws, and procedures that pertain to the duties and responsibilities of employees covered herein. The City will provide annual training to supervisors covering subjects that are designed to increase their supervisory skills.

Employees are encouraged to use training and tuition reimbursement programs to seek additional skill development in supervisory function and responsibility.

5.06 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 provision 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, STA 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 STA, will meet and confer with STA 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.

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 his/her Department Head. As long as the operational needs of the department and the City will still be met, upon approval of the Department Head, the employee's request shall be approved. If it is later determined that the operational needs of the department 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 comparable 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 comparable 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 the employee does not agree with the decision that has been reached, the employee can grieve such decision under Section 6.04 (Grievance and Complaint Policy) of this Agreement. Failure to successfully transfer an employee under this Section will not be grievable.

The parties will continue to discuss during the term of this MOU the manner in which Motor Coach Operator Supervisor assignments shall be determined.

5.07 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 no vacancy exists, the employee will have any reappointment rights to his/her former position as provided by the Santa Monica Municipal Code.

5.08 Probationary Period

Any appointment made from an eligible list is subject to a probationary period of 12 months. However, upon the determination of the Department Head, the probationary period can be extended for up to two additional three-month periods.

If a probationary employee is absent from the workplace for 30 or more calendar days, his or her probationary period shall be automatically extended by the number of calendar days that the probationary employee has been absent. The absences need not be consecutive and can be paid or unpaid.

No probationary employee shall acquire permanent civil service status until he or she successfully completes a probationary period.

5.09 Layoffs

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

STA will be provided with 30 days' notice of the layoff of a permanent employee or of the abolition of any positions held by permanent employees. If the employee is subject to layoff or positions represented by STA are going to be abolished, the City will meet and confer in good faith with STA with regard to the decision to layoff or to abolish STA positions, if the motivation for that decision is to contract out to other City employees or other entities services currently performed by STA-represented employees. If the parties reach final impasse, however, the City is not precluded from proceeding with the proposed layoffs or abolition of positions. On the other hand, if the motivation for the decision is a perceived economic necessity, the City need only meet and confer in good faith with regard to the impact of the layoffs or abolished positions.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01 Payroll Deductions

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 preceding the start of the deduction. Agency shop service fees shall be deducted and transmitted to STA 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

- A. It is mutually understood and agreed that a copy of the City Council or Personnel Board agenda for each meeting sent by U.S. Mail, E-mail or interoffice mail, to the authorized representative of STA shall constitute reasonable written notice, and notice of an opportunity to meet with such agency, on all matters within the scope of representation upon which the City Council or Personnel Board may act.
- B. The City will notify STA of any change in status of its membership upon request of the STA President, or his/her designee. The City will also provide STA with at least ten days' notice of any change in classification, except that the STA President may waive any time limits.

6.03 Time Off for Association Business

Authorized STA representatives are allowed to utilize a total of 40 hours of time off with pay during each fiscal year to conduct necessary STA business. These 40 hours per annum represent the aggregate maximum use for all authorized representatives of STA per fiscal year, as opposed to 40 hours per representative. Prior to using such time, authorized representatives must receive permission from the Department Head, or his/her authorized designee, in writing. For accounting purposes, all such time off shall be reported to the Human Resources Director by copy of the authorization memo signed by the Department Head or designee.

6.04 Grievance and Complaint Policy

A grievance is a complaint by one or more employees concerning the application or interpretation of the MOU, ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours, and/or working conditions, provided, however, that grievances regarding disciplinary actions must be lodged by the employee being disciplined and that appeals arising from suspensions, demotions, and removals are subject to the procedures outlined in the Santa Monica Municipal Code.

Employees shall be afforded all due process rights provided by applicable law.

The rights of probationary employees are limited to those provided under the Santa Monica Municipal Code and City Charter.

- Step 1. The aggrieved employee(s) shall meet with the immediate supervisor regarding the grievance, which must be stated in writing, specifically citing the MOU provision, ordinance, resolution, rule, policy, practice, or procedure that is the subject of the grievance and the circumstances giving rise to the grievance within 30 days of the event giving rise to the grievance.
- Step 2. If the grievance is not resolved by the end of the employee's third regularly scheduled day following the day on which presentation of the grievance to the immediate supervisor occurred, the employee may, within five regularly scheduled days thereafter, appeal to the second level supervisor, if any.
- Step 3. If the grievance is not resolved by the end of the employee's fifth regularly scheduled day following presentation of the grievance to the second level supervisor, if any, the employee may, within five regularly scheduled days appeal to the Department Head. The Department Head shall meet with the employee and the employee's representative to attempt to resolve the grievance.
- Step 4. If the grievance is not resolved by the end of the employee's tenth regularly scheduled day following presentation of the grievance to the Department Head, the employee may, within five days, appeal to the Human Resources Director, who will investigate the grievance and make recommendations to the City Manager, whose decision shall be final. The decision of the City Manager shall be issued no later than the end of the thirtieth day following presentation of the grievance to the Human Resources Director.

It is mutually understood and agreed that:

- A. Written reprimands are not grievable beyond the Department Director. The employee may also attach a rebuttal to the written reprimand before it is included in his/her personnel file.
- B. All time periods in this section may be extended by mutual consent of the employee and the management representative involved.
- C. A grievance is considered untimely if not presented by the employee or STA within 30 days of the incident giving rise to the grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

- D. Employees have the right to be represented in grievance matters in the following manner:
- (1) Employees have the right to represent themselves individually in grievance matters.
 - (2) Employees may designate a member of the Department or of STA to represent them in grievance matters at Steps 1 and 2 of the grievance process.
 - (3) Employees may designate a member of the Department, an STA representative, or a legal representative to represent them in Steps 3 and 4 of the procedure.
 - (4) For the purposes of this section, “days” shall mean regularly scheduled workdays of the employees in the affected department or division.
 - (5) Reasonable time off without loss of pay or benefits shall be given to a grievant or STA grievance representative to investigate or process grievances, and to witnesses in any grievance hearing or meeting held during working hours.

Before performing any grievance work, STA representatives, the grievant, or witness shall obtain permission from the immediate supervisor and shall report back to work when the grievance work is completed. Neither the grievant nor representative nor witness shall interrupt or leave work if the supervisor determines that such interruption or absence will unduly interfere with the work of the employee. However, if the supervisor denies such time off when requested, time off must be granted within 24 hours of such request.

- E. An employee who has initiated a grievance or assisted another employee in initiating or processing a grievance, shall not in any way be coerced, intimidated, discriminated, or retaliated against.

6.05 Performance Evaluation Appeal Process

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluations. 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) Overall performance evaluation ratings of "Below Satisfactory," "Meets Overall Standards," or "Exceeds Standards" are not appealable beyond the Department Head.
- (5) 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 final decision. The response will be attached to the performance evaluation and filed in the employee's personnel file.

B. An appeal involving a performance evaluation with an overall performance rating of "Not Acceptable" 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.

(4) Third Step

If the employee is not satisfied with the decision of the Department Head, within seven calendar days following receipt of the Department Head's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall 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 STA if the employee elects to appeal his/her performance evaluation.

6.06 Bargaining Unit Security

Employee payroll deduction authorizations for STA dues are voluntary on the part of the employee but are not subject to unilateral cancellation by the employee during the term of the MOU. Employees who are members of STA 30 days after the ratification date of this MOU by the City Council and employees who thereafter become members of STA shall remain members of STA for the term of this MOU.

6.07 Re-openers

STA shall have the option to re-open the MOU during the term of this Agreement; STA must notify the City of its intent to re-open the MOU between March 1, 2021, and March 15, 2021, with negotiations to commence no earlier than March 30, 2021.

6.08 Joint Labor Management Committee

The City and STA agree to form a Joint Labor Management Committee (JLMC) with the Motor Coach Operator Supervisors at the Big Blue Bus; and, upon full execution of this Agreement, the parties will begin to meet as soon as possible to discuss issues within the bargaining unit as they relate to operations, work rules and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 22nd day of January, 2021, 2020.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

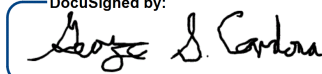
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DENISE ANDERSON-WARREN
City Clerk

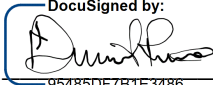
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LANE DILG
Interim City Manager

APPROVED AS TO FORM:

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GEORGE S. CARDONA
Interim City Attorney

SUPERVISORY TEAM ASSOCIATION

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DANIEL PRICE
President

Supervisory Team Association (STA)
MOU 2020-2022, Contract No. (CCS)

EXHIBIT A

Represented Classifications:

AIRPORT LINE SERVICE SUPV
ANIMAL CONTROL SUPERVISOR
AQUATIC SITE SUPERVISOR
BEACH MAINTENANCE SUPERVISOR
BILLING SUPERVISOR
BUILDING & SAFETY SUPERVISOR
CIRCULATION SUPERVISOR
CODE ENFORCEMENT SUPERVISOR
COMMUNICATIONS CENTER SUPV
COMMUNITY SVS PGM SUPV
COMMUNITY SVS PGM SUPV-CMTY SP
COMMUNITY SVS PGM SUPV-THERAPT
COMMUNITY SVS PGM SUPV-YOUTH
CROSSING GUARD SUPERVISOR
CUSTODIAL SUPERVISOR
CUSTODY OFFICER SUPERVISOR
CUSTOMER SERVICE SUPERVISOR
FACILITIES SUPERVISOR
FACILITIES SUPERVISOR
FARMERS' MARKET SUPERVISOR
FLEET MAINTENANCE SUPT
FLEET MAINTENANCE SUPV
FORENSIC SUPERVISOR
INSPECTION SUPERVISOR
LIBRARY SERVICES OFFICER SUPV
MOTOR COACH OPERATOR SUPV
MOTOR COACH OPERATOR SUPV
OFFICE MANAGER TO THE CITY MGR
PARKS MAINTENANCE SUPERVISOR
PIER & HARBOR SERVICES SUPV
POLICE RECORDS SUPERVISOR
POLICE SERVICES MANAGEMENT SUP
PR COMMUNITY SERVICES SUPV
PR COMMUNITY SVS SUP-AQUATICS
PRODUCTION SUPERVISOR
PROMENADE MAINTENANCE SUPV
PROPERTY/EVIDENCE SUPERVISOR
PUBLIC SAFETY DISPATCH SUPV
PUBLIC SERVICES OFFICER SUPV
RESOURCE REC & RECYC BUSN SUPV
RESOURCE REC & RECYC COLL SUPT
RESOURCE REC & RECYC SUPV
RESOURCE REC & RECYC SUPV

REVENUE COLLECTIONS SUPV
SR DEPUTY CITY CLERK
STREET SERVICES SUPERINTENDENT
STREET SERVICES SUPERVISOR
SUPPORT SERVICES SUPERVISOR
TRAFFIC OPERATIONS SUPERVISOR
TRAFFIC SERVICES SUPERVISOR
TRANSIT FACILITIES MAINT OFFIC
TRANSIT FACILITIES MAINT SUPV
TRANSIT MAINTENANCE OFFICER
TRANSIT MECHANIC SUPV
TRANSIT OPERATIONS SUPT
TREASURY OPERATIONS SUPERVISOR
URBAN FOREST CONTRACT SUPV
URBAN FOREST SUPERVISOR
WAREHOUSE SUPERVISOR
WASTEWATER SUPERVISOR
WATER PROD/TREATMENT PLANT SUP
WATER RESOURCES PROTECT PGM CD
WATER SUPERVISOR- CONSTRUCTION
WATER SUPERVISOR- METERS

*Per Section 2.07.A. of this MOU, these classifications were established within the STA as of June 30, 1993, and receive a 15% supervisory differential over step 5 of the job classification of their highest paid subordinate.

The remaining classifications listed in this Exhibit A were not represented by STA as of June 30, 1993, and receive a 10% supervisory differential over step 5 of the job classification of their highest paid subordinate.

EXHIBIT B

CLASSIFICATION AND COMPENSATION STUDIES

Classification Study

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

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

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

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

The reclassification of a position to a lower level job classification will not be considered a demotion. If a position is reclassified to a lower level job classification, the salary of the current employee in that classification shall be Y-rated until the step 5 salary of the new job classification equals or exceeds the Y-rated salary. (Section 2.11, Y-Rating)

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

Compensation Study

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

A given classification covered by this MOU will be eligible to receive an equity adjustment providing that the compensation study conducted by the Human Resources Department substantiates the need for an equity adjustment to bring the salary range of that classification in line with the mean salary paid to the same classification found in comparable cities. Internal equity factors will also be taken into consideration, as deemed appropriate by the Director of Human Resources or his/her designee, when determining whether or not an equity adjustment for a given classification is warranted. The Human Resources Department will be willing to receive and evaluate any salary comparison data that the employee or bargaining unit might want to make available regarding an equity adjustment for a given classification.

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

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

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

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

How a classification or compensation study can be initiated:

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

When a classification or compensation study request can be submitted:

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

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

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

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

- There has been a substantive change in the duties and responsibilities of the Employee's position, as evidenced by the information contained in the classification study request form and Position Description Questionnaire that has been completed by the employee and submitted through his/her immediate supervisor and his/her Department Director to the Human Resources Department.
- The employee has been working outside his/her classification and he/she has not been compensated for the out of classification work.
- The position has not been studied within the past 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.
- If the result of the classification study conducted by the Human Resources Department does not justify a reclassification of the employee(s) position, then the job classification will not change.

How the results of a compensation study will be implemented:

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

EXHIBIT C

LIST OF CLASSIFICATIONS ELIGIBLE TO RECEIVE CELL-PHONE STIPEND

The City has identified certain classifications for which employees are eligible to receive a bi-weekly amount of \$34.62 for the inconvenience of receiving phone calls during their off-duty hours. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. The following classifications are eligible:

Aquatics Site Supervisor
Beach Maintenance Supervisor
Code Enforcement Supervisor
Community Services Program Supervisor(s)
Custodial Supervisor
Fleet Maintenance Supervisor
Library Services Officer Supervisor
Parks Maintenance Supervisor
Principal Community Services Supervisor(s)
Promenade Maintenance Supervisor
Public Landscape Superintendent
Resource Recovery and Recycling Collection Superintendent
Resource Recovery and Recycling Supervisor
Production Supervisor
Street Services Supervisor
Transit Operations Superintendent
Transit Maintenance Officer
Transit Facilities Maintenance Officer
Urban Forest Supervisor
Urban Forester
Wastewater Supervisor
Water Production and Treatment Supervisor
Water Resources Protection Programs Coordinator,
Water Supervisor – Construction
Water Supervisor – Meters