

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SANTA MONICA

AND

SUPERVISORY TEAM ASSOCIATION

This Side Letter memorializes an agreement reached between the City of Santa Monica (the "City") and the Supervisory Team Association ("STA"), to reflect the agreed-upon amendment to the Memorandum of Understanding, Contract No. 10546 (CCS) ("MOU"), entered into by and between the City and STA for the term of July 1, 2017, through June 30, 2020. All other terms and conditions of the existing MOU shall remain in full force and effect. The amendment to the MOU is effective July 1, 2018 as follows:

1. **Section 2.12, Court Standby Pay**, is added to the MOU as follows:

Whenever an employee has been placed in an on-call or standby status while off duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the following applies:

- A. For (1) the first court session (either morning or afternoon) during a calendar day and (2) the second court session during a calendar day where the required court appearance is in connection with a different matter than was involved in the first court appearance, employees receive compensation as follows:
 1. Employees who are off duty for the entire period of the court session shall receive three hours of compensation at the employee's straight time base salary rate of pay.
 2. Where the standby or on-call assignment commences within three hours before the beginning of the employee's regularly scheduled work shift, the employee shall receive compensation at the applicable hourly rate of pay for all time transpiring between the commencement of the standby or on-call assignment and the time the regularly scheduled work shift is scheduled to begin.
- B. For the second court session in connection with the same matter on that calendar day, the employee shall receive compensation on an hour for hour basis at the employee's straight time base salary rate of pay.
- C. Employees who are called to appear in court after having been in an on-call or standby status shall be compensated as follows:
 1. An employee who is required to appear in court during the initial court session on a calendar day that the employee is placed in an on-call or standby status shall receive overtime compensation as provided in Section 2.03 of this Agreement, as if the court appearance began at the time the on-call or standby assignment commenced.

2. An employee who is in an on-call or standby status during the first and second court sessions and is required to appear in court during the second court session shall receive straight time compensation for the first court session in accordance with paragraph 1. of Subsection A. and shall receive appropriate overtime compensation for the second court session in accordance with paragraph 1. of this Subsection C.

IN WITNESS WHEREOF, the parties hereto have caused this Side Letter of Agreement to be executed this 4th day of Oct., 2018.

ATTEST:



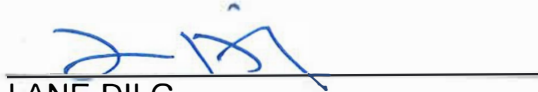
DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA
a municipal corporation

By: 

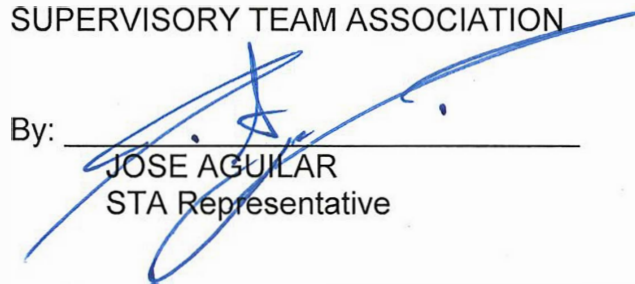
RICK COLE
City Manager

APPROVED AS TO FORM:



LANE DILG
City Attorney

SUPERVISORY TEAM ASSOCIATION

By: 

JOSE AGUILAR
STA Representative