

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA MONICA, CALIFORNIA  
AND  
ADMINISTRATIVE TEAM ASSOCIATES

TABLE OF CONTENTS

<u>ARTICLE I: GENERAL PROVISIONS</u>	<u>PAGE</u>
1.01 Parties to Memorandum .....	4
1.02 Purpose .....	4
1.03 Term of Agreement.....	5
1.04 City Council Approval.....	5
1.05 Recognized Employee Association Name .....	5
1.06 Scope of Representation .....	5
1.07 Full Understanding, Modification and Waiver .....	6
1.08 Management Rights Reserved .....	6
1.09 Peaceful Performance of City Service .....	7
1.10 Validity of Memorandum of Understanding.....	7
1.11 Captions for Convenience .....	8
1.12 Non-Discrimination and Equal Employment .....	8
1.13 Definitions .....	8
1.14 Overpayment Remedy.....	10
1.15 Payments at Termination.....	11
1.16 Compensation & Benefits for Part-Time Employees .....	11
1.17 Demotions.....	11
 <u>ARTICLE II: COMPENSATION</u>	
2.01 Effective Date of Pay Increase .....	12
2.02 Salaries.....	12
2.03 Accounting for Time Worked .....	13
2.04 Promotional Pay Rate.....	14
2.05 Reclassifications .....	14

2.06	Y-Rating .....	14
2.07	Pay for Serving in a Higher Job Classification.....	15
2.08	Skill Pay.....	16
2.09	Supervisory Differential .....	17

**ARTICLE III: SUPPLEMENTAL BENEFITS**

3.01	Health Insurance Programs.....	18
3.02	Retirement.....	19
3.03	Tuition Payment Program.....	19
3.04	Supplemental Retirement Plans.....	21
3.05	Mileage Reimbursement and Energy Conservation .....	21
3.06	Long Term Disability Insurance .....	21
3.07	Sick Leave Buy Back.....	21
3.08	Uniforms .....	23
3.09	Term Life Insurance .....	23
3.10	Professional Development Program.....	23
3.11	Professional Dues/Required License Fees .....	23
3.13	Recognition of Exceptional Performance .....	24
3.14	Annual Physical Exam.....	24
3.15	Professional/Administrative Incentive Pay.....	24

**ARTICLE IV: LEAVES**

4.01	Paid Holidays .....	26
4.02	Vacation Leave.....	27
4.03	Sick Leave.....	28
4.04	Leave of Absence Without Pay .....	29
4.05	Military Leave .....	29
4.06	Workers' Compensation Leave .....	30
4.07	Jury Duty .....	30
4.08	Bereavement Leave .....	30
4.09	Professional/Administrative Leave .....	31
4.10	Parental Leave .....	32
4.11	Family Leave .....	32

**ARTICLE V: WORKING CONDITIONS**

5.01 Safety and Loss Prevention ..... 33  
5.02 Effect of Job Performance on Salary ..... 33  
5.03 Effect of Reassignment/Recertification on Skill Pays ..... 34  
5.04 Employee Parking ..... 34  
5.05 Official Personnel File ..... 34  
5.06 Reduction in Hours from Full-Time to Part-Time ..... 35  
5.07 Promotions ..... 35

**ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS**

6.01 Payroll Deductions ..... 36  
6.02 Reasonable Notice ..... 36  
6.03 Appeal Procedure – Performance Evaluations ..... 36  
6.04 Grievance and Complaint Procedure ..... 38  
6.05 Bargaining Unit Security ..... 41  
  
EXHIBIT A..... 44

## ARTICLE I: GENERAL PROVISIONS

### 1.01 Parties to Memorandum

This Memorandum of Understanding (MOU) has been prepared pursuant to the terms of Ordinance No. 801 (CCS) of the City of Santa Monica, which Ordinance, or its successor, is hereby incorporated by reference as if fully set forth herein, and has been executed by the City Manager on behalf of management officials of the City and by the ADMINISTRATIVE TEAM ASSOCIATES (ATA), and on behalf of employees occupying the line-item position classifications set forth in Exhibit A, which is attached hereto and made a part hereof. However, as of July 1, 2002, only those job classifications which meet the criteria for professional and/or administrative exemption under the Fair Labor Standards Act (FLSA) shall be represented by ATA. As of July 1, 2002, incumbents in those job classifications that were determined to be non-exempt and who were "grand-parented" in ATA were transferred to the appropriate City bargaining unit. Each employee who was transferred to another bargaining unit shall retain the benefits set forth in this MOU that were in effect as of the end of FY2001-2002 as long as he/she continues to hold the position that was transferred.

In the event new job classifications are created which are proposed to be added to the ATA unit, the Municipal Employee Relations Officer, or his/her designee, will notify ATA prior to the Personnel Board and City Council considerations of the new classifications. If job classifications from another City bargaining unit are being transferred to the ATA unit, the Municipal Employee Relations Officer, or his/her designee, will notify ATA prior to that transfer occurring. The City intends to follow the Meyers Miliias Brown Act ("MMBA") and Ordinance 801 in regard to notification and potential negotiations as it relates to adding classifications and/or deleting classifications from the ATA Bargaining Group.

### 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 which may arise under this memorandum, 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 ATA.

1.03 Term of Agreement

This MOU shall be effective as of the 1st day of July, 2011 and shall remain in full force and effect until the 30th day of June, 2013. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2013. 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 Association Name

The Administrative Team Associates (ATA) is hereby acknowledged as the Recognized Employee Organization representing only the permanent line-item position classifications set forth in Exhibit A (which is attached hereto and made a part hereof) pursuant to Ordinance No. 801 (CCS), or its successor.

It is the mutual understanding of the parties hereto that acknowledgment of the ATA as the Recognized Employee Organization:

- A. Does not preclude employees in such line-item position 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 employment position classifications concerning their employment relations with the City.

1.06 Scope of Representation

The scope of representation of the Recognized Employee Organization shall include 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 shall 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 provisions of Ordinance No. 801 (CCS), or its successor.

1.07 Full Understanding, Modification and Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation as outlined in Ordinance No. 801 (CCS), or its successor. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this MOU. The parties are not bound by any past practices or understandings of either party unless such past practices or understandings are specifically stated in this MOU except that provisions or conditions not specifically changed in this or previous MOUs shall be as prescribed by the Civil Service provisions of the Santa Monica City Charter and the Santa Monica Municipal Code. Each party, for the term of this MOU, specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects within the scope of representation as outlined in Ordinance No. 801 (CCS), or its successor.

1.08 Management Rights Reserved

The City retains all rights not specifically delegated by this MOU, 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

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

- A. It is further understood and agreed that none of the parties hereto will participate in, 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. In the event that there occurs 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 the employee organization, 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 Article shall apply for the same term as this MOU, or during any renewal or extension thereof. Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this MOU in addition to whatever other remedies may be to the City at law or in equity.
- D. The City agrees that there shall be no general lockout of bargaining unit members.

1.10 Validity of Memorandum of Understanding

If any provision of any Section of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

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

1.11 Captions for Convenience

The captions herein are for convenience only and are not a part of this MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

1.12 Non-Discrimination and Equal Employment

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

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

1.13 Definitions

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

- A. "Salary Range" shall mean the five-step (1 through 5) hourly or monthly pay scale (and the bi-weekly equivalent) assigned to each employment position classification within the City work force.
- B. "Salary Range Steps 1 through 5" for each line-item position classification within the City work force shall mean and be established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the range toward step 5 shall be in annual step increments contingent on satisfactory service.

Step 1 - 81% of Step 5

Step 2 - 85% of Step 5

Step 3 - 90% of Step 5

Step 4 - 95% of Step 5

Step 5 - 100%

- C. "Nearest Dollar" shall mean the next lower dollar when the computed amount is forty-nine (49) cents or less and the next higher dollar when the computed amount is fifty (50) cents or more.
- D. "Line-item position" shall mean a position which is:
- (1) specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica, and
  - (2) eligible to accumulate vacation, sick leave and other time off in proportion to the percentage of the full-time forty (40) hour week. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.
- E. "Permanent Employees" shall mean:
- (1) A person who is legally an incumbent of a line-item position, full or part-time; or
  - (2) A former incumbent of a line-item position on authorized leave of absence from a regularly budgeted position which position is held pending the employee's return.

The term "permanent employee" shall not be construed to imply a guarantee of continued employment. However, no permanent employee shall be denied the right to those due process protections appropriate to his/her status under the Municipal Code and City Charter and applicable State law.

- F. "Exempt Employee" is one who occupies a position in a classification that has been determined by the City to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA).
- G. "Date of Entrance Anniversary" shall mean the date which recurs annually after the date of entry into a position in the classified service of the City of Santa Monica, either by original employment, re-employment or promotion. The date of entrance for employees with broken service

shall be considered as the date on which the last unbroken service was effective.

- H. "Satisfactory Service" shall mean the attainment of an overall rating not less than "Satisfactory" or "Demonstrates quality performance" on the employee's most recent performance evaluation.
- I. "Full-Time Work Schedule" shall mean eighty (80) hours within the two (2) consecutive seven-day work weeks (i.e., payroll period) established as the two-week work schedule for the affected employee(s).
- J. "Pay" shall mean compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, administrative leave days, and/or jury duty.
- K. "Completed Calendar Month of Service" shall mean a calendar month in which an employee has been in a paid status for 88 hours in two consecutive bi-weekly pay periods.
- L. "Base Rate" shall mean the hourly rate for the employee's salary step excluding any special assignment, bonus pays or other compensation.
- M. "Y-rated" shall mean 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.
- N. "Municipal Employee Relations Officer" shall mean the City Manager.
- O. "Working Day" as used in the sections of this MOU pertaining to vacation accrual (Section 4.02) and sick leave accrual (Section 4.03) shall mean eight (8) hours.
- P. "Compressed Work Schedule" shall mean a work schedule in which a full-time employee is assigned to work a total of eighty (80) regularly scheduled work hours in nine (9), or less, days in a given two-week (i.e., two work week) period.

#### 1.14 Overpayment Remedy

Permanent employees covered herein shall reimburse the City for any overpayment of wages or benefits. Said reimbursement shall not be required until the City notifies the affected employee in writing. The overpayment shall be reimbursed by payroll deductions over a time period equal to the time period the overpayment was made, or by any other reasonable repayment method

mutually acceptable to the City and the employee. A lump-sum deduction shall be required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.15 Payments at Termination

When permanent employees covered herein leave the service of the City of Santa Monica, they shall be entitled to lump-sum payoff of vacation leave, unused floating holiday, and unused accrued cashable administrative leave days only. No claim shall be made against the City for the use or payment of unused accrued sick leave, nor shall the effective date of termination be extended by the use of sick leave, vacation or other leave days.

1.16 Compensation & Benefits for Part-Time Employees

Incumbents of line-item positions budgeted for a work week less than that defined as the full-time work week shall be compensated in that proportion of the compensation for full-time employment as the number of hours budgeted for that position bears to the full-time work week. Compensation shall include base salary, or any bonuses or skill pays provided by this MOU.

Incumbents of line-item positions budgeted less than full-time shall accrue vacation, sick leave, administrative leave and other time off in the same ratio as the number of hours the position is budgeted is to a full-time position. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.

1.17 Demotions

All demotions shall be in accordance with the City Charter and the Santa Monica Municipal Code.

## ARTICLE II: COMPENSATION

### 2.01 Effective Date of Pay Increase

Changes in salary and related benefits for promotions, demotions and acting pay changes shall become effective on the actual effective date of the action. All other salary and related benefit changes shall be effective on the first day of the pay period closest to the actual effective date of the action.

### 2.02 Salaries

Salaries of City employees in line-item positions 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 forty (40) hours, the hourly rate shall be determined by dividing the bi-weekly rate by eighty (80).

- A. Effective July 1, 2011, the base salaries of covered employees shall be increased by two percent (2.0%).
- B. Effective July 1, 2012, the base salaries of covered employees shall be increased by an additional three percent (3.0%).
- C. A given classification covered by this MOU will be eligible to receive an equity adjustment providing that the compensation study conducted by the City of Santa Monica 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. The City will be willing to receive and evaluate any salary comparison data that ATA might want to make available regarding an equity adjustment for a given classification. 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 of that classification will remain unchanged. Internal equity factors will also be taken into consideration, as deemed appropriate by the City, when determining whether or not an equity adjustment for a given classification is warranted. Classification and/or compensation studies will be conducted throughout the fiscal year, with the effective date of any changes to be considered on an annual basis as a part of the annual budget process. Classification and/or compensation studies completed by no later than January 1<sup>st</sup> of each year will be considered as part of the City's upcoming Fiscal Year budget. Once the City Manager has made his/her final decisions regarding the Human

Resources Department's recommendations, the Human Resources Department will provide the department head and the employee whose position was studied with the City Manager's decision. The Human Resources Department will then notify ATA of the classification and/or compensation study decisions made by the City Manager.

### 2.03 Accounting for Time Worked

Employees covered herein are exempt employees as defined by the Fair Labor Standards Act (FLSA) as FLSA is applied to public agency employees. As a result, employees covered herein will not have to account for their work time on an hourly basis. An employee may, however, be required to indicate how much time he/she spends on specific projects when that reporting is required for City accounting purposes.

Employees covered herein, as exempt employees, will not be eligible to accrue compensatory time or be paid overtime. Employees filling full-time budgeted positions will be expected to work full-time, with full-time being defined as eighty (80) hours per payroll period unless the employee has requested and obtained part-time status. However, where operationally possible, a department may allow, with approval of the employee's supervisor, an employee to "flex" his/her full-time work scheduled if he/she is required to work unscheduled hours either during the employee's work week or on the employee's regularly scheduled day(s) off.

Regardless of their exempt status, except where an employee has been allowed to flex his/her full-time work schedule, employees will need to account for each half-day or more of absence based on the work schedule established for the employee's work unit. The employee is required to use a half-day of the appropriate accrued leave, with a half day of leave defined as four (4) hours, to cover the half-day or more of absence. For example, if the employee's work unit is scheduled to work nine (9) hours, not counting breaks, the employee would be required to use four (4) hours of leave to cover an absence of 4.5 hours, or more, on a given work day. The only other exception will be those cases when an employee is taking partial days off, with the absences being covered by the Family Medical Leave Act (FMLA). In those cases, the employee will be required to report how many hours he/she has missed from what would be considered a regularly scheduled work day in terms of the work day that has been implemented for the employee's department, division or work unit. This reporting by the employee will be done for tracking purposes only under the FMLA, with the employee not being required to use paid leave time for the hours that are reported. Employees who have been called back to work at a time outside of their regularly scheduled work hours or have been assigned to work at a special pre-designated event that is outside of their regularly

scheduled hours of work shall be entitled to time off without loss of pay for actual time worked in those capacities on an hour-for-hour, straight time basis. Entitlement to this time off without loss of pay shall be conditioned on the work assignment having been approved by the employee's appropriate supervisor. This time off without loss of pay may not be carried over from one fiscal year to the next.

#### 2.04 Promotional Pay Rate

If a permanent employee covered herein is promoted and his/her salary is equal to or greater than the entrance salary of the promotional classification, the employee's salary shall be increased to the next higher salary rate which provides a minimum five (5) percent salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification. In the event the promotion is to a supervisory position, the employee promoted shall receive not less than the next higher salary rate which provides a minimum five (5) percent increase above the highest salary rate being paid to any subordinate, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

#### 2.05 Reclassifications

A reclassification of a permanent employee covered herein 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 five (5) percent salary increase. However, in no event shall the salary rate exceed the maximum salary rate for the new classification.

A reclassification of a permanent employee covered herein to a lower level job classification will not be considered a demotion, and the salary of the affected employee shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary. (Section 2.06, Y-Rating)

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.

#### 2.06 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 covered herein, the incumbent employee's salary shall be

Y-rated. "Y-rated" shall mean 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. The employee shall be represented by the bargaining unit which 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 of Santa Monica and that bargaining unit.

The provisions of this Section shall not apply to a demotion in lieu of a layoff.

The salary increases set forth in Section 3.12 and 3.14 shall be provided to employees whose salaries have been Y-Rated.

## 2.07

### Pay for Serving in a Higher Job Classification

When, in the determination of the Department Head or City Manager, 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 assignment is temporary due to the vacation, sick leave, jury duty or other temporary absence of the employee in the higher classification, and if the temporary assignment should last a minimum of fourteen (14) consecutive calendar days, the employee temporarily assigned shall receive the salary rate for the vacant classification at the lowest salary step that provides a minimum five (5) percent 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. Said increase shall be retroactive to the first day of the temporary assignment.

The City shall not rotate employees in and out of higher position classification assignments in order to avoid paying said compensation.

- B. If the position to be filled is vacant and there is no valid eligible list for the classification, the Department Head or City Manager, if he/she has initiated procedures to fill the vacancy on a permanent basis, may assign an employee who meets the minimum qualifications of the vacant position to fill the position on a temporary detail (acting) basis. The employee so assigned shall receive the salary rate for the vacant classification at the lowest salary step which provides an increase of at least five (5) percent over his/her current salary. In no event, however,

shall the employee's salary rate exceed the salary range established for the vacant classification being filled by the employee on an "acting" 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 be applicable to the employee assigned to cover the vacancy in any interim period.

Nothing in this Section shall require the City to make temporary assignments of employees.

2.08 Skill Pay

The following provisions exist for added payment to employees covered herein who possess special skills not required of their classification specifications, providing that said special skills are utilized by the employee in the performance of his/her job:

A. Professional Engineer or Architect State License

Civil Engineer Assistants, Civil Engineer Associates, Plan Check Engineers, Architectural Associates, Associate Project Managers and Urban Designers shall receive an additional \$165.00 per month above their salary rate if they are licensed by the State of California as a Professional Engineer or Registered Architect and use that expertise as a part of their regularly assigned duties. Such registration must be maintained by the employees and supplemented by regular, at least annual, courses in the appropriate discipline, or the skill pay will be stopped as of July 1 of the next fiscal year. Courses which will enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses will be subject to the tuition reimbursement or the professional development section of this MOU. Additional positions may be determined to qualify for this skill pay during the term of the MOU.

B. Bilingual Skill Pay

Qualified employees who meet the criteria set forth herein shall receive a bilingual skill pay of \$50.00 per month. To receive bilingual pay the following criteria must be met:

- (1) The employee must be assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language.

- (2) An employee must regularly utilize such skills during the course of their duties or upon request of City management.
- (3) To become qualified, an employee must be certified as qualified through examination administered by the Human Resources Department.
- (4) In order to retain said bilingual skill pay from one fiscal year to the next, during the first month of the new fiscal year (July) the employee receiving bilingual skill pay may be recertified through examination administered by the Human Resources Department.

C. Professional Planning Registration

Principal Planners, Senior Planners, Planners, Senior Transportation Planners, Principal Transportation Planners, Associate Planners, Transportation Planning Associates, Assistant Planners and Special Projects Managers shall receive an additional \$50.00 per month above their salary rate after they receive an American Institute of Certified Planners certificate. Such certification must be maintained by the employees and supplemented by regular, at least annual, courses in the planning field of study, or the skill pay will be stopped as of July 1 of the next fiscal year. Courses which will enable the employee to meet this requirement must be approved by the employee's supervisor in advance. Said courses will be subject to the tuition reimbursement or professional development section of this MOU. Additional positions may be determined to qualify for this skill pay during the term of the MOU.

2.09 Supervisory Differential

A supervisory differential of 2.7% shall be paid to employees covered herein 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.

## ARTICLE III: SUPPLEMENTAL BENEFITS

### 3.01 Health Insurance Programs

#### A. Medical Insurance

The medical insurance provision for employees covered hereunder is set forth in an umbrella agreement which covers City bargaining units represented by the Coalition, which is comprised of the following City bargaining units: Administrative Team Associates (ATA), Management Team Associates (MTA), Supervisory Team Associates (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA) and United Transportation Union (UTU), as well as members of the Executive Pay Plan (EPP) and the Santa Monica Firefighters, Local 1109, IAFF.

#### B. Dental Insurance

Dental insurance coverage shall be provided at no cost to the employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs.

#### C. Vision Insurance

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

#### D. Employee Assistance Program

The City agrees to provide an employee assistance program, at no cost, to permanent employees and their eligible dependents provided that employees covered herein participate in the City-provided employee assistance program.

### 3.02

#### Retirement

The City is a contract member of the Public Employees' Retirement System, and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contribution, and benefits are as prescribed in the contract between the City and the Public Employees' Retirement System heretofore approved by the City Council. The City shall continue to pay on behalf of each permanent employee covered herein one-hundred (100) percent of the individual employee's share of the required retirement contributions to PERS [seven (7) percent of the employee's "compensation" as defined by PERS legislation] for the term of this MOU.

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

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

In addition, the City of Santa Monica, as allowed by Government Code Section 20636(c)(4), will report to the Public Employees' Retirement System (PERS) as compensation earnable the monetary value of normal contributions paid by the City on behalf of each employee covered by this MOU (hereinafter referred to as the EPMC) pursuant to the provisions of Section 20691 of the California Government Code, as described above in this Section. In return, for employees covered herein, there shall be deducted from the net income of each employee the added cost to the City resulting from paying employer and employee retirement contributions on the EPMC, which is an amount equal to the product obtained by multiplying the value of the EPMC by a percentage equal to 7% plus the City's prescribed contribution rate to PERS (which is subject to annual adjustment).

### 3.03

#### Tuition Payment Program

The City will provide permanent full-time ATA employees reimbursement for the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to the 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 individual employee shall not exceed two thousand dollars (\$2,000.00) per fiscal year. A permanent part-time employee's maximum reimbursement will be pro-rated to the number of hours for which his/her position is budgeted.
- B. The course of study must be approved in advance by the Department Head and the Director of Human Resources.
- C. The course must be directed to qualify the employee for an employment position represented in the City work force or to enhance current job skills.
- D. 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.
- E. The tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the Department Head and the Director of Human Resources.
- F. 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.
- G. Only employees who have completed a probationary period with the City shall be eligible for this program.
- H. Courses covered by this provision must be taken on the employee's time or on authorized vacation leave.
- I. The procedure to be followed with regard to the administration of the tuition payment program shall be established by the Human Resources Department.
- J. In the event the employee does not pass the pre-authorized course or separates from City employment before completing the course, the employee will be required to reimburse the City for any payment made by the City under this provision.

3.04 Supplemental Retirement Plans

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

3.05 Mileage Reimbursement and Energy Conservation

Reimbursement to employees covered herein for the authorized use of a private vehicle for City business shall be made pursuant to the City's Mileage Reimbursement Administrative Instruction.

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

3.06 Long Term Disability Insurance

The City agrees to maintain a long term disability insurance plan for permanent employees covered hereunder 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 \$8,333.00 per month, whichever amount is less, reduced by the employee's income from other sources.

3.07 Sick Leave Buy Back

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

Payment at the employee's then current base rate for the fiscal year during which the sick leave was earned but not used shall be made only to employees working during the last payroll of the fiscal year as defined by the Finance Department. To qualify for payment an employee must have a sick leave "bank" of twelve (12) days. For the purposes of this Section, "bank" shall mean sick leave earned in prior years and reported in the "Sick Leave Balance Brought Forward from Prior Contract Year" column of the "Vacation, Sick Leave and Compensatory Time" report issued by the Finance Department at the beginning of the fiscal year during which payable sick leave is earned.

Annual sick leave payoffs under this Section for employees with less than ten (10) years of service shall be made according to the following schedule:

<u>Sick Leave Days Used In the Fiscal Year</u>	<u>Sick Leave Days Payable At Fiscal Year End</u>
2	6
3	5
4	4
5	3
6	2
7	1
8 or more	0

Annual sick leave payoffs under this Section for employees with ten (10) or more years of service shall be made according to the following schedule, providing there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

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

For a part-time employee, the sick leave buy back schedule, as set forth in the preceding paragraphs, will be prorated in the same ratio as the number of hours budgeted for the employee's position bears to the full-time work week.

It is mutually acknowledged by the parties that the use of Code 40 or other time off not appropriately scheduled in advance will disqualify an employee from eligibility for payment under this Section.

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

Sick leave payoffs under this Section shall be made by separate check by the end of July following the fiscal year in which the payable sick leave was earned.

3.08 Uniforms

The City shall provide all necessary uniforms, as determined by the City, to each employee covered herein who is required by the City to wear a uniform.

3.09 Term Life Insurance

The City agrees to maintain and provide at no cost to the employee a term life insurance plan for permanent employees covered herein, with individual coverage to be equal to twice the employee's base annual salary rounded up to the next one thousand dollars .

3.10 Professional Development Program

Employees covered herein shall be eligible to attend, at City expense, professional seminars, conferences and workshops, inclusive of reasonable travel, parking or accommodation expenses, provided that the seminar or workshop meets the following criteria as determined by the ATA employee's Department Head: 1) is related to the ATA 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 and/or books or 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 being 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.

3.11 Professional Dues/Required License Fees

The City agrees to pay the dues of an employee covered herein who belongs to professional organization(s) in his/her career field, provided that the following criteria as determined by the ATA employee's Department Head are met: 1) the professional organization is related to the ATA employee's job duties and responsibilities; 2) the cost of the dues is reasonably related to the benefit the City will receive as a result of the ATA 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.

The City agrees to pay the renewal fee(s) for a license required as a minimum qualification for the employee's job or for any other license or certification that benefits the City, as determined by the Human Resources Director or his/her designee, with input from the employee's department head being considered in making that determination.

### 3.12 Recognition of Exceptional Performance

Immediately following the increase described above in Section 2.02 A, the Exceptional Performance Bonus Program shall be eliminated and in its place the base salaries of covered employees shall be increased by three and eight-tenths percent (3.8%).

### 3.13 Annual Physical Exam

Employees covered hereunder are eligible to receive an annual physical examination (employee fitness exam) at City expense through the City-provided program. Employees may also use their own personal physician for this examination, with the employee being responsible for any costs which exceed the cost of the City-offered program. In the event the employee uses his/her own personal physician for this examination, only those examination components that are included in the City-provided examination will be eligible for reimbursement.

### 3.14 Professional/Administrative Incentive Pay

For their normal duties and in recognition of the unique responsibilities of their jobs, each employee covered herein with less than fifteen (15) years of service shall receive up to forty-eight (48) hours of professional/administrative incentive pay per fiscal year. The incentive pay shall be accrued on a quarterly basis, with one-quarter, or twelve (12) hours, of the total maximum allotment for the fiscal year accruing as of the first day of each quarter of the fiscal year. An additional eight (8) hours of incentive pay per fiscal year shall be granted to all covered employees with fifteen (15) or more years of service. For employees with fifteen (15) or more years of service, incentive pay shall be accrued on a quarterly basis, with one-quarter, or fourteen (14) hours, of the total maximum allotment for the fiscal year accruing as of the first day of each quarter of the fiscal year.

Only those employees who are on the payroll at the beginning of the quarter shall be eligible to accrue the professional/administrative incentive pay for that

quarter. The incentive pay will be paid on a quarterly basis at the beginning for the quarter in which it is accrued. The incentive pay will be paid at the employee's salary rate in effect at the beginning of each quarter.

If allowed by PERS regulations, the City shall report the professional/administrative incentive pay to PERS and shall pay all PERS contributions due on this compensation. For each participant, no more than forty-eight (48) hours, for employees with up to fifteen (15) years of service, or fifty-six (56) hours for employees with fifteen (15) or more years of service, of professional/administrative incentive pay will be reported to PERS in any given twelve-month period.

The professional/administrative incentive pay will not accrue from one fiscal year to another. No employee covered herein shall be entitled to take leave in lieu of incentive pay.

Immediately following the increase described above in Section 2.02 B, the professional/administrative incentive pay shall be discontinued for employees with less than fifteen (15) years of service and shall be reduced to eight (8) hours per year for all employees with fifteen (15) or more years of service and in return, the base salaries of covered employees shall be increased by two and thirty-one hundredths percent (2.31%).

## ARTICLE IV: LEAVES

### 4.01 Paid Holidays

Employees covered herein shall receive paid holidays as provided below:

- New Year's Day - January 1
- Martin Luther King's Birthday - Third Monday in January
- Washington's Birthday - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day - Fourth Thursday in November
- The Friday Following Thanksgiving Day
- The Half-Day immediately before Christmas Day
- Christmas Day - December 25
- The Half-Day immediately before New Year's Day
- One (1) Non-Cashable Floating Holiday
- One (1) Cashable Floating Holiday
- All other holidays declared by the City Council

In addition, the Library shall close by no later than 5:30 P.M. on the day before the Thanksgiving holiday and the day before the New Year's Day holiday.

If an employee does not work on one of the half-day holidays (the day preceding Christmas and the day preceding New Year's), he/she will be required to use a half-day of accrued leave time to supplement the half-day holiday pay in order to receive a full day's pay for the day.

A non-cashable floating holiday becomes available as of July 1. Only those employees who are on the payroll as of July 1 shall be entitled to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.

A cashable floating holiday becomes available January 1 and must be taken before the end of that fiscal year. Only those employees who are on the payroll on January 1 shall be 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 if the employee enters the day on his/her final time card for the fiscal year. A floating holiday which is cashed out at the end of the fiscal year shall be paid in an amount equal to eight (8) 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 time card for the fiscal year shall constitute a forfeiture by the employee. If an employee should terminate his/her employment prior to the end of the fiscal year and if the employee was eligible to receive a cashable floating holiday but has not used said 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 pay check, with the employee receiving eight (8) hours of pay at the employee's base salary rate of pay.

Whenever any day listed herein as a paid holiday falls upon the first or second day off of any employee who has two (2) consecutive days off, the day preceding shall be deemed the holiday if it falls on the first day off, and the day following shall be deemed the holiday if it falls on the second day off in lieu of the day listed. Whenever any day listed herein as a paid holiday falls upon any day off of an employee who does not have two (2) consecutive days off, the following day shall be deemed the holiday for such employee.

Employees in departments or divisions observing different holiday schedules shall, in lieu of holidays listed above, receive holidays enjoyed by other operating employees in that department or division, provided, however, that the same number of holidays [twelve (12)] shall be observed.

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 accrued and 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 covered herein shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first six (6) calendar months of continuous service, six (6) working days.
- B. Thereafter, up to and including five (5) completed years of service, one (1) working day for each completed calendar month of service.

- C. Thereafter, up to and including ten (10) completed years of service, one and one-quarter (1.25) working days for each completed calendar month of service.
- D. Thereafter, up to and including fifteen (15) completed years of service, one and one-half (1.5) working days for each completed calendar month of service.
- E. Upon completion of fifteen (15) years of service and thereafter, one and three-quarters (1.75) working days for each completed calendar month of service.
- F. Employees are expected to take their vacation each year. An employee who has accrued vacation to the maximums prescribed herein may be required to take vacation leave in order to reduce the accumulation balance. The scheduling of vacation shall be according to department or division policies and contingent on the service needs of the department.
- G. Accrual of vacation leave shall not exceed three (3) times the employee's annual accrual of vacation.
- H. Except as provided herein, the administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling and payment for such leave shall be as prescribed in the Civil Service provisions of the Santa Monica Municipal Code.
- I. An ATA employee will be allowed to accrue up to ten (10) days or eighty (80) hours of personal leave in the event he/she reaches his/her vacation accrual limited 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 personal leave will not be subject to cash-out when the ATA employee separates from City employment and can be carried over from year to year.

4.03 Sick Leave

- A. Employees covered herein shall accrue sick leave with pay at the rate of one (1) working day for each completed calendar month of service. The use of sick leave shall be defined as in Section 2.04.320 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

Sick leave shall be defined as absence from duty because of the employee's illness, on the job or 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 which 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 dependent spouse or children. For the purposes of this section, an employee's domestic partner and the children of the employee's domestic partner would be covered by this provision.

- B. Any employee who is absent because of sickness or other physical disability shall notify his/her Department Head or other immediate superior officer 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 covered herein 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 (1) 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.

In the event the request for a leave of absence without pay is denied by the employee's supervisor, providing the employee's supervisor is not the Department Head, the employee can file an appeal with the Director of Human Resources, or his/her designee. The Director of Human Resources, or his/her designee, will first meet with the employee and then with the employee's supervisor to review the reason for the denial of the employee's request for a leave of absence without pay. If the Director of Human Resources, or his/her designee, determines that the denial of the request for a leave of absence without pay does not appear to be warranted, he/she will review the matter with the employee's Department Head. The request for an unpaid leave of absence will then be subject to the approval of the Department Head and the City Manager.

#### 4.05 Military Leave

The City will observe the military leave requirements of State and Federal law.

#### 4.06 Workers' Compensation Leave

Any employee covered herein who is receiving disability payments under the "Workers' Compensation Act of California" (for on-the-job injuries sustained while engaged in the performance of the duties of any such position) shall receive from the City, during the first thirty (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 thirty (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 seventy-five percent (75%) of the employee's salary. Such payments by the City shall be made without any deduction from accrued sick leave benefits. The City's obligation to make such payments shall not commence until the third day of such disability absence.

#### 4.07 Jury Duty

Employees covered herein, when duly called to serve on any jury and when unable to be excused therefrom, shall receive the regular base compensation less all jury fees received excluding mileage for the time required to be spent in court provided that an individual employee will be so paid for jury service for a maximum of ten (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.

If an employee is called for jury service for more than ten (10) work days, the employee may request that the Director of Human Resources extend the time period for which the employee will be paid for jury service beyond the ten (10) work day period. The Director of Human Resources shall not unreasonably refuse to grant any such request.

#### 4.08 Bereavement Leave

Bereavement leave of not more than five (5) working days, which is defined as forty (40) hours, with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning spouse, the employee's domestic partner, child, step child, child of the employee's domestic partner, brother, sister, parent, step-parent, step-brother, step-sister, parent-in-law, son-in-law, daughter-in-law, grandparent and grandchild. Bereavement leave of not more than three (3) working days, which is defined as twenty-four (24) hours, with pay, shall be provided for absence from duty due to the death of an employee's sister-in-law, brother-in-law, uncle, aunt, niece and nephew.

Requests by employees for an additional two (2) working days, for a total of five (5) days leave with pay, due to the death of a relative for whom only three (3) working days leave with pay is granted, shall not be unreasonably denied by the City where unique circumstances warrant granting the request. Requests of employees to supplement this bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unreasonable denied by the City.

4.09 Professional/Administrative Leave

A. Non-Cashable Leave Days:

Four (4) non-cashable management leave days shall be available July 1 of each fiscal year, and two (2) additional non-cashable management leave days shall be available January 1 of each fiscal year. An employee must be on the payroll as of July 1 in order to be eligible to receive the four (4) non-cashable leave days and on the payroll as of January 1 in order to be eligible to receive the two (2) additional non-cashable leave days. Three (3) non-cashable leave days may be carried over from year to year if not used by the end of the fiscal year. The employee shall not be compensated for unused non-cashable leave days at the end of the fiscal year. Any unused non-cashable leave day(s) in excess of three (3) days shall be forfeited at the end of the fiscal year.

B. Cashable Leave Days:

The City agrees to grant each permanent employee covered herein five (5) administrative leave days off with pay per fiscal year in recognition of their professional and administrative role at the City. Four (4) of the administrative leave days shall be earned in one (1) day increments effective at the beginning of each three (3) month period of the fiscal year, to be usable as accrued. The fifth (5<sup>th</sup>) administrative leave day shall be earned as of the beginning of the 4<sup>th</sup> 3-month period of the fiscal year, to be usable as accrued.

Payment equivalent to the employee's base salary as of June 30 for any unused administrative leave days shall be payable to the employee, upon the request of the employee at the end of the fiscal year when earned. A paid administrative leave day shall mean eight (8) hours at the employee's straight-time base salary rate of pay.

#### 4.10 Parental Leave

Employees who have primary responsibility for the care of a new child shall be entitled to a leave of absence totaling four (4) months immediately following the child's birth or adoption and shall be returned to the same line-item position occupied prior to the leave upon its expiration. Paid vacation leave, unused accrued administrative leave, unused accrued compensatory time and sick leave, if applicable, as well as unpaid leave shall be counted toward the four (4) month total. Additional leave may be requested under the provisions of Section 4.04 of this MOU.

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

Maternity leave is not the same as parental leave and shall be administered in accordance with State and Federal law.

#### 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 will be 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 provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws, rules and regulations. 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. ATA agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

An employee who is directed to perform a task which 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, if deemed appropriate, consult with the appropriate official(s). During the period of review and/or investigation, the employee shall not be required to perform the task complained of, shall not suffer loss of pay or benefits, and shall be assigned other appropriate duties, if possible.

If the task complained of is deemed safe by the appropriate official(s), the employee shall then perform the work as instructed.

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

### 5.02 Effect of Job Performance on Salary

Normally, placement on entry shall be at Step 1 of the salary range and advancement through the range shall normally be to Step 2 at one (1) year of employment, Step 3 at two (2) years of employment, Step 4 at three (3) years of employment and Step 5 at four (4) years of employment.

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the experience and ability of the person to be employed, or of the incumbent, may authorize entrance salaries higher than the minimum, and special increases earlier than what is prescribed in the salary schedule for the class and length of service of the incumbent. In no event, however, shall the rate exceed the maximum rate for that class.

There will be no periodic increase in wages of any kind as a result of an overall NOT ACCEPTABLE rating. There will be no subsequent increases in wages until the overall NOT ACCEPTABLE rating has been improved to at least the MEETS OVERALL STANDARDS level. Any overall rating at the BELOW SATISFACTORY level may delay the next scheduled salary increase at the discretion of the appointing authority.

5.03 Effect of Reassignment/Recertification on Skill Pays

When a "skill" or additional pay referenced in 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 skill or additional pay due to the end of the assignment or failure to maintain the required registration, certificate or credential shall not constitute a demotion, pursuant to Section 2.04.680 of the Municipal Code.

5.04 Employee Parking

It is hereby agreed that the City will make every effort to maintain free parking as it presently exists for City employees at City facilities. The employees covered by this MOU recognize that the City must comply with Regulation XV issued by the Air Quality Management District (AQMD) and the City's Transportation Management Plan Ordinance. If the use of positive incentives does not result in the City meeting the compliance requirements of AQMD's Regulation XV or the City's Transportation Management Ordinance within one (1) year of the effective date of this MOU, it is understood that the City can implement a charge for parking during the term of this MOU in order to meet those requirements. In addition, if it should become necessary to charge for parking during the term of this MOU in order to comply with any other State or Federal requirement regarding transportation management, the City can implement said charge. However, in no event shall the City implement such a charge for parking without meeting and conferring with ATA should any employee(s) represented by ATA be subject to such a charge.

5.05 Official Personnel File

Only that file maintained by the City's Human Resources Office and the contents it contains shall be considered the official personnel file for each employee covered herein .

An employee's official personnel file and any other file kept on that employee shall be confidential. An employee's official personnel file may be reviewed only by the employee, by individuals authorized to review said file on a need-to-know basis, and by other persons authorized by the employee.

An employee covered by this MOU shall be entitled to review the content of his/her official personnel file at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular business hours of the Human Resources Office.

5.06 Reduction in Hours from Full-Time to Part-time

In those cases where a permanent full-time employee desires to reduce his/her work schedule to part-time, the employee shall submit a request for a reduction in hours to his/her Department Head. As long as the operational needs of the Department and the City will still be met, upon approval by the Department Head, the employee's request shall be approved. The request will cover a set period of time, not to exceed six (6) months. At the end of that time period, if the employee wishes to continue a reduction in hours, he/she must submit another request to his/her Department Head and receive the necessary approvals. If it should be determined that the reduction in hours can no longer be continued, the employee shall go back to a full-time work schedule if he/she wishes to retain his/her position with the City.

5.07 Promotions

If, upon promotion, an employee represented herein 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 shall have 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 (Section 2.04.260).

## ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

### 6.01 Payroll Deductions

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

### 6.02 Reasonable Notice

It is mutually understood and agreed that a copy of the City Council or Personnel Board agenda for each meeting mailed, by U.S. Mail or interoffice mail, or sent by e-mail to the authorized representative of ATA 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.

### 6.03 Appeal Procedure – Performance Evaluations

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluation.

#### A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten (10) calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.

- (4) An employee can elect to file a response to his/her performance evaluation at any time during the appeal procedure if he/she decides to not take the appeal to the next level listed in the appeal procedure or is not satisfied with the City Manager's written decision.
- (5) Overall performance evaluation ratings of "BELOW SATISFACTORY", "MEETS OVERALL STANDARDS" or "EXCEEDS STANDARDS" are not appealable beyond the Department Director.

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

- (1) 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

If the matter is not satisfactorily resolved between the employee and his/her supervisor, the employee may attach a response to the performance evaluation before it is filed in the employee's personnel file or appeal his/her performance evaluation to his/her Department Head. The employee must submit his/her appeal to the Department Head within ten (10) 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 (7) calendar days from the date on which the Department Head's office receives the appeal from the employee. The "designee" of the Department Head shall not be anyone who has participated in the employee's performance evaluation that is being appealed by the employee. Within seven (7) calendar days following such meeting, the Department Head, or his/her designee, shall give a written decision to the employees.

- (4) If the employee is not satisfied with the decision of the Department Head, within seven (7) 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 make such investigation as required and make recommendations to the City Manager no more than seven (7) calendar days following the meeting with the employee. Within seven (7) 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 shall have the right to represent him/herself individually or be represented by ATA if the employee elects to appeal his/her performance evaluation.

6.04 Grievance and Complaint Procedure

A grievance is a complaint by one (1) or more employees concerning:

- (1) Disciplinary actions.
- (2) A suspension, demotion or removal from a line-item position classification.
- (3) The procedure, rating, or outcome of a performance evaluation.
- (4) The application or interpretation of this MOU and/or ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours or working conditions.

A. Grievances related to disciplinary actions, including the appeal of a suspension, demotion or removal, shall be lodged by the employee and shall be subject to the procedures outlined in Section 2.04.740 and/or Section 2.04.750 et seq of the Santa Monica Municipal Code, which shall constitute the sole administrative recourse available under the terms of this MOU.

B. Grievances related to the application or interpretation of this MOU and/or ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours or working conditions shall be resolved as follows:

**Step 1:** The aggrieved employee(s) shall meet with the immediate supervisor to discuss the grievance. The grievance or grievances must be stated in writing, specifically citing the MOU provision, ordinance, resolution, rule, policy, practice or procedure that is the subject of the grievance, the circumstances giving rise to the grievance, and the desired solution to the grievance within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) calendar days of the employee learning of the event if the employee could not have known of the event giving rise to the grievance when said event occurred.

If the matter cannot be satisfactorily resolved within five (5) working days following the meeting with the immediate supervisor, the employee may submit the grievance and the desired solution to the second level supervisor, if any.

**Step 2:** The second level supervisor shall meet with the grievant and the grievant's representatives, if any, no later than the grievant's fifth (5th) work day following presentation of the grievance. Within five (5) working days following such meeting, the supervisor shall give a written decision to the grievant.

If the second level supervisor does not have the authority to resolve the grievance, it shall immediately be forwarded to the Department Head or the appropriate authority.

**Step 3:** If the grievance is not resolved at Step 2, the employee may refer the grievance within ten (10) working days to the Department Head, who shall meet with the employee and the employee's representative, if any, to discuss the grievance within the employee's fifth (5th) working day following the forwarding of the grievance. Within five (5) working days following such meeting, the Department Head shall give a written decision to the grievant.

**Step 4:** If no satisfactory response is received within ten (10) working days, the employee should immediately forward the complaint to the Director of Human Resources. The Director of Human Resources shall confer with the grievant and the Department Head and any other interested parties and shall conduct such other investigations as may be advisable.

Step 5: The findings of the Director of Human Resources shall be submitted to the City Manager within ten (10) working days of receiving the complaint. The City Manager shall make his/her decision in writing. The City Manager's decision shall be final. The decision of the City Manager shall be mailed to the employee within ten (10) working days of receipt of the findings submitted by the Director of Human Resources.

- C. All time periods in this Section may be extended by mutual written agreement of the employee or the employee's representative, if any, and the management representative involved.
- D. If a management representative does not meet with the grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.
- E. An employee who has initiated a grievance, or assisted another employee in initiating and/or processing a grievance, or who has testified at any hearing shall not in any way be coerced, hindered, intimidated or discriminated against for exercising this right.
- F. Employees shall have the right to be represented in grievance matters in the following manner:
  - (1) Employees shall have the right to represent themselves individually in grievance matters.
  - (2) Employees may designate a member of the department or of ATA 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 ATA representative or a legal representative to represent them in steps 3 and 4 of the grievance process.

ATA shall notify the Director of Human Resources, in writing, of its designated employee grievance representatives and shall provide notification of any change in such representatives.

- G. Reasonable time off without loss of pay or benefits shall be given to a grievant or ATA employee representative to investigate and/or process grievances, and to witnesses in any grievance meeting or hearing held during work hours.

- H. Before performing grievance work, ATA representatives, the grievant or witnesses shall obtain permission from the immediate supervisor. Neither the grievant nor the representative nor witnesses shall interrupt or leave work if the supervisor determines that such interruptions or absence will unduly interfere with the work of the employee. However, if the supervisor denies such time off, time off must be granted within twenty-four (24) hours of such request.

#### 6.05 Bargaining Unit Security

- A. Maintenance of Membership

Employee payroll deduction authorizations for Administrative Team Associates (ATA) dues shall be voluntary on the part of the employee but shall not be subject to unilateral cancellation by the employee during the term of the current MOU, as herein amended. Employee members of ATA who are members of ATA thirty (30) days after the ratification date of this MOU Amendment by the City Council and employees who thereafter become members of ATA shall remain as members of ATA for the term of this MOU.

- B. Agency Shop

In as much as the Administrative Team Associates, hereinafter referred to as ATA, has demonstrated that it has a 70% membership (based on the number of ATA dues paying members in comparison to the number of all filled ATA positions), pursuant to California Government Code Section 3502.5(a) the City agrees to grant ATA an Agency Shop provision. Said Agency Shop provision shall be subject to the following terms and conditions:

- (1) An employee working in a classification covered by this MOU shall, within thirty (30) calendar days of his/her employment, either (1) execute a payroll deduction authorization form as furnished by ATA, and hereby become and remain a member in good standing in ATA; or (2) pursuant to California Government Code Section 3508.5 pay to ATA a monthly service representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of ATA during the term of the current MOU as hereby amended.
- (2) In the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee shall execute a payroll deduction authorization form as furnished by ATA, and thereby

pay sums equal to the monthly service representation fee to a nonreligious, non-labor charitable fund, chosen by the employee from a list of at least three such funds which are exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. The list of funds shall be provided by the City, and shall be made up of funds for which the City offers payroll deductions.

- (3) The City and ATA shall jointly notify all members of this unit that they are required to pay dues or a service representation fee as a condition of this Section and that such amounts shall be automatically deducted from their paychecks. The religious exemption and the employees' rights under Government Code Section 3502.5 (Meyers-Milias-Brown Act, as amended) shall also be explained. The cost of this communication and the responsibility for its distribution shall be borne by ATA.
  - (4) It is agreed that the City assumes no obligations to, in any manner, enforce the provisions of the above paragraphs beyond implementing any valid payroll deduction authorizations submitted by unit employees authorizing the deduction of dues or to the authorized payments to ATA, or amounts in lieu of service fees to specified authorized charities and deducting agency service fees from all other bargaining unit employees.
  - (5) ATA shall, within sixty (60) days after the end of each fiscal year in which the Agency Shop provision was operative, provide the City with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5(d).
  - (6) It is recognized that ATA, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.
  - (7) Upon request by ATA, the City shall furnish ATA with the name and date of hire of all newly hired employees subject to this MOU, along with verification of transmittals to any charitable organizations.
- C. ATA agrees to and shall indemnify and hold harmless the City of Santa Monica, its Council, boards, commissions, officers, agents, volunteers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees arising from or in any manner connected with the operation of paragraphs A and B of Section 6.05

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 10<sup>th</sup> day of October, 2011.

ADMINISTRATIVE TEAM ASSOCIATES

CITY OF SANTA MONICA

  
\_\_\_\_\_  
Benjamin Steers

  
\_\_\_\_\_  
Rod Gould  
City Manager

  
\_\_\_\_\_  
Elizabeth Bar-El

  
\_\_\_\_\_  
Michael Carson

APPROVED AS TO FORM:

Attest:

  
\_\_\_\_\_  
Marsha Jones Moutrie  
City Attorney

  
\_\_\_\_\_  
Denise Anderson-Walker  
ASST. City Clerk

## EXHIBIT A

Classifications subject to the MOU shall be as follows:

Accountant I  
Accountant II  
Accountant - Collections  
Administrative Analyst  
Administrative Analyst - Engineering  
Administrative Analyst - Homeless Services  
Administrative Analyst - Housing/Loan Portfolio Monitoring  
Administrative Analyst – Human Resources  
Administrative Analyst - Library Administrative Services  
Administrative Analyst - Library Fiscal Services  
Administrative Analyst - Maintenance Management  
Administrative Analyst – Records and Election Services  
Administrative Analyst - Solid Waste  
Administrative Analyst – Transit Marketing  
Administrative Analyst - Transportation Management  
Administrative Analyst – Water Resources  
Administrative Services Coordinator  
Administrative Services Officer  
Administrative Services Officer – Financial Administrator  
Advertising Coordinator  
Airport Administrator  
Airport Operations Administrator  
Animal Care and Control Administrator  
Architect  
Architectural Associate  
Assistant Building Officer  
Assistant Planner  
Assistant to the Chief of Police  
Assistant to the Director of Transit Services  
Associate Planner  
Associate Project Manager  
Beach House Venue Manager  
Beach Recreation Supervisor  
Building Projects Engineer  
Business License Supervisor  
Cemetery Administrator  
CIP Project Manager  
Civic Auditorium Business Administrator  
Civic Auditorium Venue Manager  
Civil Engineer  
Civil Engineering Assistant  
Civil Engineering Associate

Communications Engineer  
Community Recreation Systems Coordinator  
Community Relations Coordinator  
Community Services Program Supervisor - Volunteer Programs  
Community Use Administrator  
Contracts Coordinator  
Crime Analyst I  
Crime Analyst II  
Cultural Affairs Administrator  
Cultural Affairs Supervisor  
Custodial Contracts Administrator  
Database Administrator  
Deputy Director – Special Projects  
Disbursements Supervisor  
Economic Development Administrator  
EMS Coordinator  
Emergency Services Coordinator  
Energy and Green Buildings Program Administrator  
Energy Efficiency Engineer  
Engineering Support Services Supervisor  
Environmental Planner  
Environmental Programs Analyst - Hazardous Materials Management  
Environmental Programs Analyst - Sustainable City  
Environmental Remediation Coordinator  
Facilities Maintenance Contracts Administrator  
Farmer's Market Coordinator II  
Financial Reporting Supervisor  
Financial Systems Development Coordinator  
GIS Analyst  
GIS Program Coordinator  
GIS Systems Analyst  
Green Building Program Advisor  
Housing Administrator - Production and Preservation  
Housing Authority Administrator  
Human Services Administrator  
Human Services Administrator - Neighborhood & Park Initiatives  
Human Services Administrator - Youth and Family Programs  
Internet Applications Analyst  
Internet Developer  
Internet Developer – GIS  
Internet Systems Analyst  
Lead Systems Analyst – Public Safety  
Lead Systems Analyst – Water Resources  
Lead Water Chemist  
Liability Claims Adjuster  
Liability Claims Administrator

Librarian I  
Librarian II  
Librarian III  
Librarian III - Branch Services  
Librarian III - Information Management  
Librarian III - Reference Services  
Librarian III – Youth Services  
Marketing and Public Information Coordinator  
Network Engineer  
Parking Coordinator  
Payroll Supervisor  
Plan Check Supervisor  
Principal Budget Analyst  
Principal Civil Engineer  
Principal Community Services Supervisor – Youth and Family Services  
Principal Environmental Analyst  
Principal Plan Check Engineer  
Principal Planner  
Principal Planning and Community Development Analyst  
Principal Public Works Analyst  
Principal Transportation Engineer  
Principal Transportation Planner  
Principal Urban Designer  
Procurement Supervisor  
Project Manager  
Purchasing Services Manager  
Records and Election Services Administrator (Assistant City Clerk)  
Records Management Coordinator  
Resource Recovery and Recycling Administrator  
Revenue Operations Analyst  
Risk Control Officer  
Sales and Marketing Coordinator  
Senior Accountant  
Senior Administrative Analyst  
Senior Administrative Analyst - ADA/Disability and Senior Services  
Senior Administrative Analyst - Architecture  
Senior Administrative Analyst - Child and Family Resources  
Senior Administrative Analyst - Community Use  
Senior Administrative Analyst - Financial Analyst  
Senior Administrative Analyst - Fire  
Senior Administrative Analyst - Homeless Services  
Senior Administrative Analyst - Housing Authority  
Senior Administrative Analyst – Human Services/Fiscal  
Senior Administrative Analyst - Information Systems  
Senior Administrative Analyst - Maintenance Management  
Senior Administrative Analyst - Open Space Management

Senior Administrative Analyst - Parks and Community Facility Planning  
Senior Administrative Analyst – Public Works  
Senior Administrative Analyst - Transit Grants  
Senior Administrative Analyst – Transit Services  
Senior Administrative Analyst - Urban Runoff  
Senior Architect  
Senior Budget Analyst  
Senior Buyer  
Senior Development Analyst  
Senior Environmental Analyst - Hazardous Materials  
Senior Human Services Program Analyst  
Senior Internal Auditor  
Senior Plan Check Engineer  
Senior Planner  
Senior Transit Programs Analyst  
Senior Transportation Planner  
Senior Water Resources Protection Specialist  
Senior Workers' Compensation Claims Examiner  
Software Systems Analyst - HR/Payroll  
Software Systems Analyst – Transit  
Software Systems Analyst – Water Resources  
Special Projects Engineer  
Special Projects Manager  
Supervising Civil Engineer  
Systems Administrator  
Systems Analyst  
Systems Analyst - Library Systems  
Systems Analyst - Permitting Systems  
Systems Analyst - Public Safety  
Systems Analyst - Transit Systems  
Systems Analyst – Utilities  
Systems Policy Engineer  
Taxi Franchise Program Coordinator  
Transit Customer Relations Administrator  
Transportation Demand Program Manager  
Transportation Engineer  
Transportation Management Coordinator  
Transportation Planning Associate  
Treasury Supervisor  
Urban Designer  
Water Chemist  
Water Production and Treatment Administrator  
Water Resources Protection Specialist  
Water/Wastewater Administrator  
Workers' Compensation Administrator  
Workers' Compensation Claims Examiner