

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

WHEREAS, the terms of the current Memorandum of Understanding (MOU) between the City of Santa Monica (City) and the Administrative Team Associates (ATA) does not expire until June 30, 2009;

WHEREAS, the City and ATA have agreed to amend the MOU to include a new provision (Section 6.06 Bargaining Unit Security) in the MOU to become effective as of the date by which both the City and ATA have signed the amendment to the MOU;

NOW, THEREFORE, both parties to the Memorandum of Understanding between the City of Santa Monica and ATA agree to amend the existing Memorandum of Understanding to add the following provision (Section 6.06 Agency Shop) to the MOU:

6.06 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

Inasmuch 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 thereby 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) Each employee who has not submitted a payroll deduction authorization for dues to ATA at the time this MOU amendment takes effect shall, within thirty (30) calendar days thereafter, either (1) execute a payroll deduction authorization form as furnished by ATA, and thereby 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.
- 3) 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 non-religious, 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.
- 4) 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.
- 5) 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 other 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.

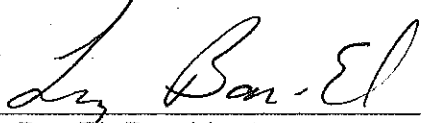
- 6) ATA shall, within sixty (60) days after the end of each fiscal year in which the Agency Shop provision was operative, provide the City with detailed financial documentation, which shall meet the requirements of Government Code, Section 3502.5(d).
- 7) It is recognized that ATA, as the exclusive 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.
- 8) 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, servants 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 6.06.

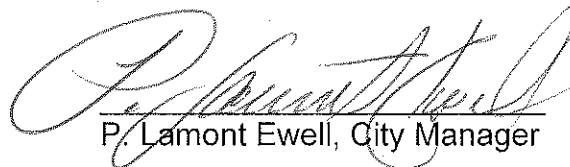
Except as expressly modified herein, all other terms and conditions set forth in the Memorandum of Understanding between the City of Santa Monica and ATA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Memorandum of Understanding between the City of Santa Monica and the Administrative Team Associates as of the date of the adoption of this modification by City Council.

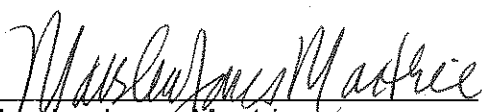
ADMINISTRATIVE TEAM ASSOCIATES


 Liz Bar-El, President

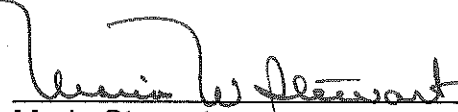
CITY OF SANTA MONICA


 P. Lamont Ewell, City Manager

APPROVED AS TO FORM:


 Marsha Jones Moutrie
 City Attorney

ATTEST:


 Maria Stewart
 City Clerk