

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA MONICA, CALIFORNIA

AND

ADMINISTRATIVE TEAM ASSOCIATES

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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 will notify ATA prior to the Personnel Board and City Council considerations of the new classifications. Any classifications proposed to be added to the unit shall be mutually agreed upon in writing and will become effective upon execution by the President of ATA, or his/her designee, and the Municipal Employee Relations Officer.

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, 2003 and shall remain in full force and effect until the 30th day of June, 2004. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than March 1 of each year that it desires to terminate or modify this MOU, and specifically indicates requested modifications. In the event that such notice is given, negotiations shall begin no later than April 1 with a signed contract desired by July 1.

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. As of July 1, 2003, Exhibit A is amended to exclude the following job classifications, which have been determined to be confidential: Senior Human Resources Analyst and Human Resources Systems Coordinator.

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

It is hereby agreed by the parties to this MOU that they will fully comply with all applicable local, State and Federal laws, rules and regulations prohibiting discrimination and governing equal employment opportunity. The Affirmative Action Program and the Harassment in Employment Policy of the City of Santa Monica are affirmed by both parties to this MOU and incorporated by reference herein. Both parties agree to abide by the requirements of the Americans with Disabilities Act (ADA).

Every City employee is expected to respect the dignity of every other City employee and to refrain from any actions, including the use of slurs or jokes regarding sex, age, race, national origin, religion, disability or sexual preference/orientation which could be construed as harassment. Harassment of fellow employees is a violation of City policy. No employment decision shall be based on an employee's submission to or rejection of such conduct.

Complaints of a sensitive nature, including complaints involving sexual harassment or any other violation of Title VII of the 1964 Civil Rights Act, as amended, which involve a supervisor or manager whose conduct is the subject of the complaint may bypass any step of the standard grievance procedure outlined in Section 2.04.740 of the Santa Monica Municipal Code.

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 5 step 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. "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.

G. "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.

H. "Full-Time Work Week" shall mean forty (40) hours within the seven (7) consecutive days (i.e., seven consecutive 24-hour periods) established as the work week for the affected employee(s).

- (1) Incumbents of line-item positions employed in a work week greater than that defined as the full-time work week shall be compensated for hours in excess of the full-time work week on the basis of and in accordance with the provisions of the MOU Section relating to overtime.

- (2) For employees covered herein who hold permanent positions at the Library, the following provision shall apply for FY2001-2002:

The full time work week shall be defined as forty (40) hours, Monday through Saturday, as scheduled by the City Librarian or his/her designated representative. Sunday work shall be compensated at the rate of time and one-half (1-1/2) the normal hourly rate. It is the intent of the City to assign Sunday work on a volunteer basis. However, in the event there are not enough volunteers to staff the Sunday work at the Library, said work will be assigned on an equitable basis among employees.

- I. "Pay" shall mean compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, administrative leave days, compensatory time off and/or jury duty.
- J. "Completed Calendar Month of Service" shall mean a calendar month in which an employee has been earning pay for eleven (11) or more working days.
- K. "Base Rate" shall mean the hourly rate for the employee's salary step excluding any special assignment, bonus pays or other compensation.
- L. "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.
- M. "Municipal Employee Relations Officer" shall mean the City Manager.
- N. "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.
- O. "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, unused accrued compensatory time and unused accrued 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 compensatory time, 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

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

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. As of July 1, 2003, the 5th step salaries of employees covered herein shall be increased by three and five tenths percent (3.5%).

In the event a higher percentage salary increase (also known as cost of living adjustment) is granted to all employees of any other bargaining unit by the City of Santa Monica for the FY2003-2004 fiscal year, excluding the Santa Monica Police Officers' Association (SMPOA) and the Santa Monica Firefighters Local 1109, IAFF, employees represented by ATA shall be granted the higher percentage salary increase. For the purposes of this provision, an equity adjustment granted to a specific job classification represented by a bargaining unit shall not be considered a salary increase (also known as a cost of living adjustment) for that bargaining unit.

- B. 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. Equity adjustments described herein will be considered on an annual basis, either as a part of the annual budget process if no MOU negotiations should be occurring during the year or as a part of the MOU negotiations process should the MOU be up for negotiation.

- c. Notwithstanding any other provision in this MOU, in order to address projected budget shortfalls, compensation studies will be placed on hold, with no studies being conducted for the FY2004-2005 budget year. Likewise, classification studies will be placed on hold for that same period. The only exception will be if the City determines that a compensation and/or classification study is needed in order to meet the operational needs of the City.

At the end of FY2003-2004, a determination will be made as to whether or not it is financially feasible for the City to reinstate compensation and classification studies for the FY2005-06 budget year.

2.03 Overtime

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 will only need to account for each full day of absence that occurs on a regularly scheduled work day. The only 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 covered herein, as exempt employees, will not be eligible to accrue compensatory time or be paid overtime.

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 layoff 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.

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, the employee temporarily assigned shall be paid at the rate of seventy-five (75) cents per hour for all such hours assigned after the employee works a minimum of two (2) consecutive work days in the higher classification assignment, with payment retroactive to the first day.

If the temporary assignment should last a minimum of fourteen (14) consecutive work 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 with the employee reimbursing the City for any additional payment received under paragraph one (1) above.

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 Registration

Civil Engineer Assistants, Civil Engineer Associates, Senior Plan Check Engineers and Plan Check Engineers shall receive an additional \$165.00 per month above their salary rate after they receive official registration by the State of California. Such registration must be maintained by the employees and supplemented by regular, at least annual, courses in the engineering 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 must be taken on the employee's own time and will be subject to the tuition reimbursement section of this 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 must be recertified as qualified through examination administered by the Human Resources Department.

C. Professional Planning Registration

Planners, Associate Planners and Assistant Planners shall receive an additional \$25.00 per month above their salary rate after they receive an American Institute of Certified Planners certificate. Such certificate 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 must be taken on the employee's own time and will be subject to the tuition reimbursement section of this 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

Effective July 1, 2001, 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 as of July 1, 2001: 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).

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.

A. 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

For each permanent line-item employee of the ATA, the City will budget annually sufficient funds to cover the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to appeal to and approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided, however, that:

- A. The maximum amount per individual employee shall not exceed one thousand-five hundred dollars (\$1,500.00) per fiscal year.
- 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.
- K.

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.

In addition, upon written notification from ATA, the City shall establish and maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. All contributions to said plan shall be employee contributions. Contributions into the plan will not reduce the employee's compensation for the purpose of calculating performance bonuses or any other payments which are based on the employee's base rate of pay.

3.05 Mileage Reimbursement and Energy Conservation

Reimbursement to permanent employees covered herein for the authorized use of personal automobiles on City business shall be at the rate authorized by the City Council. Reimbursement rates will be considered in preparing budget recommendations at least every two (2) years.

Santa Monica Municipal Bus Line tokens will be provided to any employee covered herein who submits, on the City form, a record of his/her trips (home to work site, work site to home, or work site to work site) during the preceding month. The Santa Monica Municipal Bus Line route number used for each trip must be entered on the reimbursement form.

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 base rate for the fiscal year during which the sick leave was earned but not used shall be made only to employees on the payroll as of June 30 of that fiscal year. 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 provide at no cost to the employee a term life insurance plan for permanent employees covered herein, with individual coverage to be equal to the employee's base annual salary rounded up to the next one thousand dollars.

Upon ratification of this MOU by both parties, the City agrees to 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 Organizational Development & Employee Services Manager, or his/her designee, in the Human Resources Department, with a copy of the request being submitted to the employee's Department Head. The Organizational Development & Employee Services Manager, 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

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 to the City 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.

3.12 Signing/Performance Bonuses:

A signing/performance bonus program will be in effect for hard to fill positions, as determined by the City, in the Information Systems Division. The City shall have the right to change the status of a position that has been designated as a hard to fill position to one that no longer qualifies for that designation. If the City determines that a position previously designated as a hard-to-fill position is no longer hard to fill, the signing bonus for that position shall be discontinued. If this should occur, the City will notify ATA, in writing, before making the change.

Under this program, new hires for the designated positions will be entitled to receive a signing bonus upon being hired by the City. The signing bonus will be equal to ten percent (10%) of the employee's annual base salary. Current incumbents in any such designated position will receive a bonus equal to ten percent (10%) of the employee's annual base salary. The recipient of a bonus, whether a new hire or a current employee, shall be required to commit to at least twelve (12) months of service with the City following the date on which the bonus is paid. In the event the recipient of the bonus should separate from the

City within less than twelve (12) months following receipt of the bonus, he/she shall be required to reimburse the City for the full amount of the bonus. This obligation to reimburse shall not apply to current incumbents who separate because of a service or disability retirement. An employee shall only be entitled to receive a bonus pursuant to this paragraph on one occasion.

In addition, incumbents in designated positions, both current employees and new hires, shall be eligible to receive an annual performance bonus, payable at the end of the twelve-month period following payment of the initial bonus and at the end of each subsequent twelve-month period. The amount of the bonus will range from one percent (1%) to ten percent (10%) of the employee's annual base salary and will be based on the employee's performance, as determined by the appointing authority. The bonus will only be paid if the employee's performance for the annual review period, as determined by the appointing authority, would qualify for a bonus under Section 3.13 of this Agreement if the employee were covered by that provision. The performance evaluation form and procedure used for the performance bonus program shall be determined by the City.

Payments made under this Section shall be lump sum payments and will not be added to the employee's base salary. The bonus shall be reported to PERS as compensation earnable, if allowed by PERS. It is expressly understood and agreed that the incentive payments described in this Section do not constitute a generally granted increase under Section 1100 of the City Charter and Section 2.04.680 of the Santa Monica Municipal Code and that denial of such payment does not constitute a demotion.

3.13 Recognition of Exceptional Performance

This provision shall not apply to employees covered herein who are eligible to receive a performance bonus under Section 3.12 of this MOU.

Exceptional performance beyond the established goals and objectives for employees covered herein may result in a cash performance incentive of one (1) percent to ten (10) percent of the employee's annual salary for the past fiscal year. Such payments shall be regarded as one-time bonuses and shall not become part of the employee's base rate. They are subject to retirement contributions. Employees below the step 5 of the salary range may receive a merit step increase or a cash bonus for exceptional performance, but may not receive both in a given contract year. The first bonus payment under this provision will be based on each ATA employee's performance for FY2002-2003 and will be payable at the end of that fiscal year, as specified below.

A merit pool, equal to seven (7) percent of the base salaries of employees covered herein, shall be established annually from which any and all such payments shall be made. Vacant positions represented by ATA shall also be included in the merit pool, with seven (7) percent of step 2 of the salary range (i.e., base salary) for each vacant position being added to the merit pool. Nothing herein shall be construed as requiring that all pooled funds be distributed in any year.

The program procedures shall include, at a minimum, that Department Head recommendations with appropriate justification be forwarded to the City Manager by July 31 of each year and that the City Manager and Director of Human Resources review the department recommendations for consistency and resolve resource problems if the recommendations total more than the available funds by August 15. The final recommendations of the City Manager will be made and communicated to the employees and their Department Heads during the last week in August and payment shall be made by September 15.

If, in the opinion of the City Manager, no cash payment is warranted by an employee's performance, the employee shall have the opportunity to present, within ten (10) days of notification that no payment is due, additional information that might alter the City Manager's decision. The decision of the City Manager, after consideration of any such additional information, shall be final and no appeal may be taken therefrom. The amount of payment is not subject to appeal.

It is expressly understood and agreed that the performance incentive payments described in this Section do not constitute a generally granted increase under Section 1100 of the City Charter and Section 2.04.680 of the Santa Monica Municipal Code and that denial of such payment does not constitute a demotion.

3.14 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.

3.15 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.

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 timecard 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.

4.03 Sick Leave

- A. The use of sick leave shall be defined as in Section 2.04.570 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 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. Employees covered herein shall accrue sick leave with pay on the following basis, provided that permanent part-time employees shall accrue sick leave in that proportion as the number of hours budgeted for the position bears to the full-time work week:
 - (1) Following the completion of the first six (6) calendar months of continuous service, six (6) working days.
 - (2) Thereafter, one (1) working day for each completed calendar month of service.
- C. The foregoing benefits are cumulative subject to the following restrictions:
 - (1) No more than one-hundred-thirty (130) working days may be applied against sick leave for any one (1) illness.
- D. 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.

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 sixty (60) 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. 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 only once every three (3) years and shall make every effort to cooperate with any request by the Department Head to request a delay in jury service to accommodate important department work in progress. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

4.08 Bereavement Leave

Bereavement leave of not more than five (5) working days with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning 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, sister-in-law, brother-in-law, grandparent, grandchild, spouse of child, spouse of step-child, step-parent of spouse, uncle, aunt, niece and nephew.

4.09 Professional/Administrative Leave

A. Non-Cashable Leave Days:

Two (2) non-cashable management leave days shall be available July 1 of each fiscal year. An employee must be on the payroll as of July 1 in order to be eligible to receive the two (2) non-cashable leave days. These two (2) non-cashable leave days shall not be accruable from year to year if not used in any given fiscal year, nor shall the employee be compensated for unused non-cashable leave days at the end of the

fiscal year. Any unused non-cashable leave day(s) shall be forfeited at the end of the fiscal year.

B. Cashable Leave Days:

The City agrees to grant each permanent employee covered herein four (4) administrative leave days off with pay per fiscal year in recognition of their professional and administrative role at the City. 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.

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.

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 hereby agrees to implement family and medical leave in accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for all employees covered herein. These statutes shall supersede and be implemented in lieu of any contract language or City policy/practice which provides a lesser benefit.

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

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.

Notwithstanding any provision contained herein, there will be no increase in wages of any kind as a result of a NOT ACCEPTABLE rating on the employee's prescribed periodic performance rating. There will be no subsequent increases in wages until the NOT ACCEPTABLE rating has been improved to at least the SATISFACTORY or "Demonstrates quality performance" level. If overall performance is rated NOT ACCEPTABLE, the employee may be dismissed from service, and if two (2) consecutive performance ratings are marked NOT ACCEPTABLE, the employee shall be dismissed by appointing authority for inefficiency (SMMC Section 2.04.490). Any overall rating in the BELOW SATISFACTORY category may delay the next scheduled salary step increase at the discretion of the appointing authority. Such action shall remain in effect until the overall rating has been improved to at least the SATISFACTORY level.

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 Work Schedules

The following provision shall be in effect for FY2001-2002. As of July 1, 2002, the provision shall no longer apply since employees covered hereunder shall be exempt under the Fair Labor Standards Act.

In those cases where a permanent employee desires to modify his/her work schedule to accommodate specific work schedule needs of the employee (e.g., dependent care arrangements) that do not fall within the normal work schedule established for the employee's position, the employee shall submit a request for a work schedule modification to his/her Department Head. As long as the operational needs of the Department and the City will still be met, upon approval of the Department Head, the employee's request shall be approved.

If it should be later determined that the operational needs of the department and the City can no longer be met with the employee's modified work schedule, the employee shall receive at least thirty (30) days' notice that his/her modified work schedule can no longer be continued. In the event that the employee cannot change his/her outside scheduling needs to fit within the regular work schedule established for his/her position, the City will make every reasonable effort to place said employee in another like position where the employee's specific scheduling needs can be accommodated. While nothing in this Section requires that the employee's modified work schedule be granted or that the employee be transferred to a like position to meet the employee's outside scheduling needs, requests shall not be unreasonably denied.

If an employee's request for a modified work schedule is denied and if the employee does not agree with the decision that has been reached, the employee can grieve such decision under Section 6.04 (Grievance and Complaint Procedure) of this MOU. Failure to successfully transfer an employee under this Section will not be grievable.

5.08 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 2.04.450).

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, 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 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 procedure, rating or outcome of a performance evaluation shall be resolved as follows:

Step 1: An employee covered herein who believes that the prescribed evaluation procedures have not been followed or that the evaluation does not correspond to the facts should make a written complaint to his/her supervisor within ten (10) working days of receiving the performance evaluation.

Step 2: If no satisfactory response is received within five (5) working days of filing the complaint, the employee should immediately forward the complaint to his/her Department Head. The Department Head shall have ten (10) working days to respond to the grievance.

Step 3: 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 4: 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 of the Director of Human Resources.

The foregoing shall constitute the sole administrative recourse available under the terms of this MOU.

C. 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

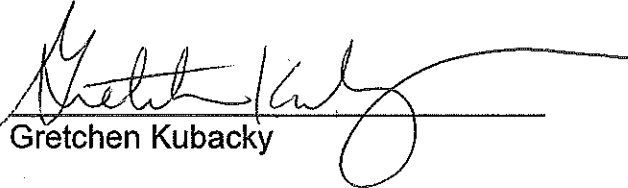
employee within ten (10) working days of receipt of the findings submitted by the Director of Human Resources.

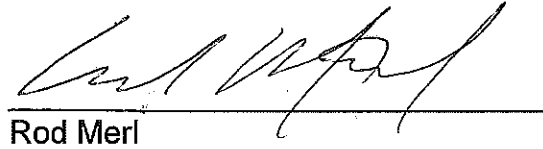
- D. All time periods in this Section may be extended by mutual written agreement of the employee or the employee's representative, if any, and the management representative involved.
- E. If a management representative does not meet with the grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 26th day of November, 2003.

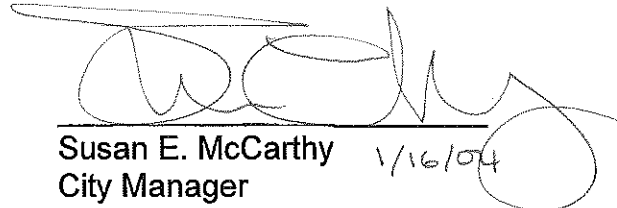
ADMINISTRATIVE TEAM ASSOCIATES


Gretchen Kubacky

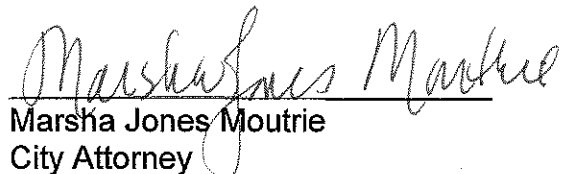

Rod Merl


Liz Bar-Ei

CITY OF SANTA MONICA


Susan E. McCarthy
City Manager 1/16/04

APPROVED AS TO FORM:


Marsha Jones Moutrie
City Attorney

Attest:

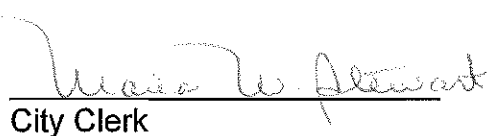

Maria W. Stewart
City Clerk

EXHIBIT A

Classifications subject to the MOU shall be as follows:

Accountant
Accountant - Collections
Accountant - Maintenance Management
Accountant - Transit
Administrative Analyst
Administrative Analyst - Building & Safety
Administrative Analyst - Engineering
Administrative Analyst - Housing/Loan Portfolio Monitoring
Administrative Analyst - Human Services
Administrative Analyst - Library Administrative Services
Administrative Analyst - Library Fiscal Services
Administrative Analyst - Solid Waste
Administrative Analyst - Transit Maintenance
Administrative Analyst - Transportation Management
Administrative Services Coordinator
Airport Operations/Noise Abatement Supervisor
Architect
Assistant Planner
Assistant to the Director of Transit Services
Associate Planner
Building Services Coordinator
Capital Projects Engineer
Civil Engineer
Civil Engineering Assistant
Civil Engineering Associate
Crime Analyst
Cultural Affairs Coordinator
Database Administrator
Emergency Services Coordinator
Energy Efficiency Engineer
Environmental Inspector
Environmental Programs Analyst - Hazardous Materials Management
Environmental Programs Analyst - Sustainable City
Farmer's Market Coordinator II
Financial Systems Development Coordinator
GIS Analyst
Green Building Program Advisor
Housing Coordinator
Human Resources Analyst
Internet Applications Analyst

Liability Claims Adjuster
Librarian I
Librarian II
Library Literacy Program Coordinator
Loss Control Officer
Marketing and Public Information Coordinator
Network Engineer
Parking Operations Specialist
Payroll Supervisor
Permit and Project Analyst
Plan Checking Engineer
Principal Water Chemist
Records Management Coordinator
Senior Accountant
Senior Administrative Analyst
Senior Administrative Analyst - ADA/Disability and Senior Services
Senior Analyst - Budget
Senior Administrative Analyst - CUPA
Senior Administrative Analyst - Code Compliance
Senior Administrative Analyst - Community Use
Senior Administrative Analyst - Economic Development
Senior Administrative Analyst - Engineering
Senior Administrative Analyst - Financial Analyst
Senior Administrative Analyst - Fire
Senior Administrative Analyst - Housing Authority
Senior Administrative Analyst - Housing Preservation & Production
Senior Administrative Analyst - Human Services
Senior Administrative Analyst - Information Systems
Senior Administrative Analyst - Parks and Community Facility Planning
Senior Administrative Analyst - Police Budget
Senior Administrative Analyst- Redevelopment
Senior Administrative Analyst - Real Estate
Senior Administrative Analyst - Special Projects
Senior Administrative Analyst - Sustainable Cities
Senior Administrative Analyst - Transit Grants
Senior Administrative Analyst - Urban Runoff
Senior Environmental Inspector
Senior Liability Claims Adjustor
Senior Plan Check Engineer
Senior Transit Programs Analyst
Software Systems Analyst - HR/Payroll
Software Systems Analyst - Transit
Special Projects Engineer
Systems Administrator
Systems Analyst
Systems Analyst (Lead) - Public Safety

Systems Analyst - Permitting Systems
Systems Analyst - Transit Systems
Telecommunications Analyst
Transportation Engineer
Transportation Management Coordinator
Transportation Management Specialist
Transportation Planning Assistant
Transportation Planning Associate
Utilities Engineer
Water Chemist
Workers' Compensation Claims Examiner