

CONTRACT #10002

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
MUNICIPAL EMPLOYEES ASSOCIATION
2014-2016**

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ARTICLE I: GENERAL PROVISIONS

1.01 Parties to the Memorandum of Understanding

This Memorandum of Understanding (“MOU” or “Agreement”) has been prepared pursuant to the terms of the Employer-Employee Relations rules of the City of Santa Monica (the “City”), whose lawful provisions are hereby incorporated by reference as if fully set forth herein, and has been executed by the City Manager on behalf of the City and by the Municipal Employees Association (“MEA” or “Association”), on behalf of employees occupying the line-item position classifications set forth in Exhibit A, which is attached hereto and made a part hereof.

If any new job classifications are created, the Municipal Employee Relations Officer, or the Director of Human Resources as his/her designee, will notify MEA prior to Personnel Board and City Council consideration of the new classification specifications. No classifications currently represented by MEA shall be excluded from the bargaining unit during the term of this Agreement, except by mutual agreement.

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 Agreement, 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 MEA.

1.03 Term of Agreement

This Agreement is effective as of July 1, 2014, and will remain in full force and effect until June 30, 2016. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2016. Negotiations will be scheduled promptly following any such notification.

1.04 City Council Approval

This Agreement 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

MEA is hereby acknowledged as the Recognized Employee Organization representing only the permanent employees occupying line item position classifications set forth in Exhibit A, pursuant to the City’s Employer-Employee

Relations rules. It is the mutual understanding of the parties hereto that acknowledgment of MEA, as the Recognized Employee Organization:

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

1.06 Scope of Representation

The scope of representation of the recognized employee organization includes all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. The scope of representation shall be exercised or performed in compliance with the provisions of the City's Employer-Employee Relations rules and Government Code Sections 3500 3510 (Meyers-Milias-Brown Act).

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 the City's Employer-Employee Relations rules. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as specified in this Agreement. Each party, for the term of this MOU, specifically waives the right to negotiate for changes herein, and agrees that the other shall not be required to negotiate for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects within the scope of representation as outlined in the City's Employer-Employee Relations rules.

1.08 Management Rights Reserved

The City retains all rights it had prior to this Agreement except those rights specifically delegated by this Agreement; provided that the City shall exercise those rights in compliance with applicable state law, the civil service provisions of the Municipal Code, the City Charter, and the provisions of this MOU.

The City retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, demote, 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 the 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 Services

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 or encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, illegal picketing or any other illegal 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, illegal picketing or any other illegal 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, upon 24 hours' notice, 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. The protection of the public health, safety and welfare demands that 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, illegal picketing, retarding of work, abnormal absenteeism, withholding of services, or any other illegal interference with the normal work routine. The provisions of this article shall apply for the

same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by either party shall be cause to terminate this Agreement, in addition to whatever other remedies may be available under the law or in equity.

- D. The City agrees that there shall be no general lock-out of bargaining unit members during the term of this Agreement, or during any renewal or extension thereof. Both parties agree to exercise good faith in complying with all the terms and conditions of this MOU.

1.10 Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, 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 which would be applicable and contrary to any provision 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 the MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

1.12 Non-Discrimination/Harassment and Equal Employment

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

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

1.13 Definitions

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

- A. "Salary Range" means the normal 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 4" means and will be established to bear the following percentage relationship to Salary Range step 5 computed to the nearest dollar. Normal progression through the range toward step 5 shall be in annual step increments contingent on satisfactory service.

- Step 1 - 81% of step 5
- Step 2 - 85% of step 5
- Step 3 - 90% of step 5
- Step 4 - 95% of step 5
- Step 5 - 100%

- C. "Nearest Dollar" means the next lower dollar in a monthly rate when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- D. "Line Item Position" means a position which is specifically itemized in the personnel schedule of the annual budget of the City of Santa Monica.
- E. "Permanent Employee" means:
 - (1) A person who is an incumbent of a line-item position, full or part-time; or
 - (2) An 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 their status under the Santa Monica Municipal Code and City Charter and applicable state law.

- F. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a line-item position in the classified service of the City, either by original employment, re-employment or promotion. The date of entrance for employees with broken service shall be considered as that date on which the last unbroken service in the classification was effective.
- G. "Satisfactory Service" means the attainment of an Overall Performance Rating of not less than "Meets Overall Standards" on the performance report associated with the employee's most recent date of entrance anniversary.

- H. "Full-Time Work Week" means 40 hours within the seven consecutive days (i.e., seven consecutive 24-hour periods) established as the work week for the affected employee(s).
- (1) Incumbents of job positions employed in 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. Incumbents of job positions employed in a work week greater than that defined herein shall be compensated for hours in excess of the full-time work week on the basis of and in accordance with the provisions of Section 2.03 (Overtime) herein relating to overtime. Compensation shall include base salary, and any other compensation, including bonuses or skill pays, provided by this Agreement.
 - (2) An incumbent in a part-time position will have his/her leave accrued in the same ratio as the number of hours the position is budgeted per week is to the full-time work week for the position occupied. Other fringe benefits shall be provided to part-time employees covered herein as if they were employed on a full-time basis.
 - (3) For employees covered herein who hold permanent positions at the Library, the full-time work week shall be defined as 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" means compensation received for regular hours worked, sick leave, bereavement leave, vacation, holidays, compensatory time off, and/or jury duty.
- J. "In Pay Status" means earning pay through the City's active employee payroll system.
- K. "Completed Calendar Month of Service" means a calendar month in which an employee has been in paid status for 88 hours in two consecutive bi-weekly pay periods.
- L. "Working Day" as used in the sections of this Agreement pertaining to vacation accrual (Section 4.02), sick leave accrual (Section 4.03) and Personal Leave accrual (Section 4.09) means eight hours.

- M. “Compressed Work Schedule” means a work schedule in which a full-time employee is assigned to work a total of 80 regularly scheduled work hours in nine or less days in a given two-week (i.e., two work week) period.
- N. “Service Date” shall be the employee’s most recent date of employment as a permanent employee with the City of Santa Monica. Unless prohibited by the Family Medical Leave Act, or similar state and/or federal legislation, the employee’s service date shall be adjusted for unpaid leaves of absence which exceed 30 calendar days, with the employee’s service date being moved forward by the same number of days as the unpaid leave of absence. In the event a permanent employee separates from the City but is rehired within 12 months, the break in service between the last date of employment and the date on which the employee is rehired will be treated as an unpaid leave of absence for the purpose of establishing the employee’s service date with the City.

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. If the overpayment was not the result of fraud or misrepresentation by the employee, the overpayment shall be reimbursed by payroll deductions over a time period equal to the time period that overpayment was made, or by any other reasonable repayment method mutually acceptable to the City and the employee. If the overpayment was the result of fraud or misrepresentation, the overpayment shall be reimbursed by immediate lump-sum payroll deduction(s). In any event, 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, they shall be entitled to lump sum payoff of vacation days and any unused compensatory time. No claim shall be made against the City for the use or payoff of unused sick leave, non-cashable holidays or personal leave, nor shall the effective date of termination be extended by use of compensatory time, sick leave, vacation or personal leave days.

ARTICLE II: COMPENSATION

2.01 Effective Date of Salary Increase

- A. Notwithstanding any other provisions 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 the pay period, the effective date shall be the first day of the following payroll period.

2.02 Salaries

Salaries of permanent employees covered herein shall be on a monthly rate, paid on a bi-weekly equivalent basis. In lieu of the bi-weekly equivalent to a monthly rate, the City Manager may fix the compensation of any position at an hourly rate. In positions for which the work week is 40 hours, the hourly equivalent shall be determined by dividing the bi-weekly rate by 80.

Normally, a new employee will be placed at the step 1 of the salary range established for the position for which he/she has been hired. However, the City Manager, in exceptional cases, based on specific appraisal of the difficulty of the work, the new employee's prior salary history, and the experience and ability of the new employee, may authorize entrance salaries higher than the minimum salary established for the position. In no event, however, shall the rate exceed the maximum rate for that class.

- A. Effective at the beginning of the first pay period of October 2014 the step 5 salaries of employees covered herein shall be increased by 1.5% or the highest general salary increase (also known as a cost of living adjustment) received by any other miscellaneous (non-safety) City bargaining units.
- B. Effective July 1, 2015, the base salaries of covered employees shall be increased by the greater of either 1.5% or the highest general salary increase (also known as a cost of living adjustment) received by any other miscellaneous (non-safety) City bargaining units.
- C. A given classification covered by this MOU is eligible to receive an equity adjustment, provided that the compensation study conducted by the City 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 MEA 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 for current incumbents in that classification will remain unchanged. In the event there are no comparable

positions or an insufficient number of comparable positions, as determined by the Director of Human Resources, the salary range will be based on relevant internal equity alignment factors, as determined by the Director of Human Resources or his/her designee.

A request for a compensation study can be submitted at any time. Only those studies that can be completed by January 1st will be considered for implementation for the upcoming fiscal year. Every attempt will be made by the Human Resources Department to complete study requests submitted no later than September 1st by the January 1st deadline referenced above. Exhibit E establishes the criteria for when classification and compensation studies will be conducted.

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

- D. An employee covered by this Agreement may request that a classification study be conducted for his/her position to determine whether or not the position is classified correctly. A request for a classification study can be submitted at any time. Only those studies that can be completed by January 1st will be considered for implementation for the upcoming fiscal year. Every attempt will be made by the Human Resources Department to complete study requests submitted no later than September 1st by the January 1st deadline referenced above. The Human Resources Department shall conduct the classification study in accordance with the City's civil service rules set forth in the Santa Monica Municipal Code and make a recommendation to the City Manager, whose decision shall be final. Exhibit E establishes the criteria for when classification and compensation studies will be conducted.

The reclassification of a position to a lower level job classification is not considered to be a demotion and is not appealable to the Personnel Board. If a position is reclassified to a lower level job classification, the salary of the incumbent shall be Y-rated until the step 5 salary of the new job classification equals or exceeds the Y-rated salary.

- E. Where Subsections C. and D. above and Exhibit E (Classification and Compensation Studies) are in conflict, Exhibit E will take precedence.

2.03 Overtime

For employees holding a budgeted line-item position in a job classification covered by this Agreement, the following overtime provisions will apply:

In order to receive compensation for overtime, an employee must receive authorization, in advance, from management to work the overtime. If advance authorization from management is not received by the employee, he/she will not be entitled to receive overtime compensation for any additional hours worked. Overtime for full-time permanent employees shall mean work in excess of the employee's regularly scheduled work day or in excess of 40 hours in one week. Overtime for permanent part-time employees who regularly work less than 8 hours in one day and 40 hours in one week shall mean work in excess of 8 hours in one day or 40 hours in one week. Overtime hours must have the prior approval of an authorized management official.

For the purpose of calculating overtime, discretionary paid time off that has been scheduled in advance, defined as vacation, personal leave (MOU days), floating holidays and/or compensatory time off, and city-recognized holidays shall count towards the 40 hours. Any paid leave time not scheduled in advance shall not count towards the 40 hours.

In addition, if an employee is required to work on a holiday observed by the employee's department or division, the employee shall be paid overtime for all hours worked on the holiday in addition to holiday pay. If the employee works on an authorized holiday, the actual number of hours worked on the holiday shall count towards the 40 hours for the purpose of calculating overtime for the work week. If a Communications Operator in the Police Department or Fire Department is required to work overtime on an emergency basis, all paid leave time shall count towards the 40 hours.

All authorized overtime shall be compensated with cash payment based upon one and one-half (1-1/2) times the hourly rate equivalent of the employee's monthly salary computed to the nearest one-tenth of an hour. Instead of cash payment, an authorized management departmental official may grant compensatory time off at the rate of one and one-half (1 1/2) hours off for such overtime provided that such compensatory time off can be granted within the fiscal year in which it is earned. If compensatory time is accrued and not taken by the end of the last full pay period of any fiscal year, it will be paid to the employee at the rate earned. An employee will be allowed to accrue a maximum of 80 hours of compensatory time off. Any hours earned above the 80-hour maximum shall be paid to the employee at the time earned at the applicable overtime rate of pay.

There shall be a reasonable effort to distribute overtime equitably among employees in the applicable job classification in an operational work group. Additional work assigned to an employee, permanent or as-needed, and which brings the employee's total work hours to 40 hours for the work week, will not be considered an overtime assignment under this provision. If an employee believes that he/she has been improperly denied overtime assignments, such claims may be processed through the grievance procedure.

Any regularly scheduled full-time employee who reports to work for a mandatory full overtime shift, but is released due to insufficient work, shall receive a minimum of four hours of overtime (1-1/2) pay.

Any regularly scheduled full-time employee who reports to work for a previously scheduled special event overtime shift, but is released due to insufficient work, shall receive a minimum of two hours of overtime (1-1/2) pay.

In no event may an employee's work schedule be changed to avoid the payment of overtime unless the employee initiates the schedule change.

2.04 Shift Differentials

Shift differentials shall be as follows:

- A. \$1.00 per hour for all hours worked on the shift for employees whose regular schedule requires that the employee work at least four hours between 4:00 PM and 12:00 AM (midnight), subject to Subsections C., D., and E. below.
- B. \$1.25 per hour for all hours worked on a shift for employees whose regular schedule requires the employee to work at least four hours between 12:00 AM (midnight) and 7:00 AM, subject to Subsections C., D., and E. below.
- C. If any employee qualifies under both Subsections A. and B. above, Subsection B. shall prevail.
- D. Shift differentials are not applicable when scheduled hours are compensated as overtime.
- E. Shift differentials are not applicable when the employee is working the above hours as part of a "split shift." "Split shift" is defined as a shift of eight or more hours in a single day, separated by a break of at least three non-working hours during the shift. Such employees shall be paid the applicable shift differential, established in Subsections A. or B. above, only for the hours actually worked on that shift.
- F. If, during the term of this Agreement, a higher night shift differential is provided by the City Council to any other bargaining unit, employees covered herein shall receive the higher rate.
- G. For employees covered herein who hold permanent positions at the Library, a 50% shift differential shall be paid for all hours worked on a Sunday assignment. It is the intent of the City to assign Sunday work on a volunteer basis. However, if there are not enough volunteers to staff the Sunday work at the Library, the work will be assigned on an equitable basis among employees.

2.05 Standby Pay

A. Regular Standby

An employee required to serve on standby duty shall be paid a bonus of 12.5% of his/her base salary for those hours he/she is serving on standby duty. Effective January 1, 2014, the standby bonus shall be \$3.50 per hour for those hours the employee is serving on standby duty. Mileage will be reimbursed if an employee is required to use his/her personal vehicle to drive from their regularly assigned place of work (i.e., City Yard) to and/or from the actual work site location to which he/she is required to respond as a part of his/her standby assignment. If the employee is called in to work, the employee who is called back shall remain on standby pay until he/she arrives at the work site, at which time he/she will be compensated for hours worked at the appropriate regular or overtime rate of pay. If the employee should then go back on standby duty upon completion of the work for which he/she was called back, he/she will receive standby pay for the remaining hours he/she is on standby duty.

To be eligible for standby pay the employee must be able to respond to his/her work location within 60 minutes. If no qualified employee can meet the time criteria, it shall be the supervisor's discretion to select the nearest available standby employee.

B. Court Standby

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

- (1) For (1) the first court session (either morning or afternoon) during a calendar day and (2) the second court session during a calendar day where the required court appearance is in connection with a different matter than was involved in the first court appearance, employees shall receive compensation as follows:
 - a. Employees who are off-duty for the entire period of the court session shall receive an amount equal to three hours of compensation at the straight time rate.
 - b. Where the standby or on-call assignment commences within three hours prior to the beginning of the employee's regularly scheduled work shift, the employee shall receive compensation at the applicable hourly rate of pay for all time transpiring between the commencement of the standby or on-call assignment and the time the regularly scheduled work shift was scheduled to begin.

- c. The provisions of this Section shall apply if a standby or on-call assignment that is scheduled to occur on an employee's scheduled day off (including, for example an approved vacation) is canceled less than 12 hours in advance of the time the assignment is scheduled to begin.
 - d. The provisions of this Section shall not apply if a standby or on-call assignment that is scheduled to occur on an employee's scheduled work day is canceled any time prior to the commencement of the standby or on-call status.
- (2) For the second court session in connection with the same matter on that calendar day, the employee shall receive compensation on an hour for hour basis at the straight time rate.
- (3) Employees who are called into court after having been in an on-call or standby status shall be compensated as follows:
- a. An employee who is required to appear in court during the initial court session on a calendar day that the employee is placed in an on-call or standby status shall receive appropriate premium overtime compensation as provided in Section 2.03 of this Agreement as if the court appearance began at the time the on-call or standby assignment commenced.
 - b. An employee who is in an on-call or standby status during the first and second court sessions and is required to appear in court during the second court session shall receive straight time compensation for the first court session in accordance with paragraph (1)a. of this Subsection B. and shall receive appropriate premium overtime compensation for the second court session in accordance with paragraph (3)a. of this Subsection B.

2.06 Skill Pay & Bonuses

The following provisions exist for added payment for special work assignments:

- A. Permit Technician Certification – Permit Specialist I's shall receive an additional \$25 per month if they receive a Permit Technician certification.
- B. Scuba Dive Pay – Effective July 1, 2014, the Scuba Dive Pay shall be eliminated and in its place the monthly base salaries of Pier and Harbor Services Officers shall be increased by \$150 per month.
- C. Lead Worker/Supervisor Premium – A supervisory differential of 5.0% shall be paid to employees who are assigned to regularly supervise other

employees in the same job classification and who are not covered under the terms of Section 2.07 (Temporary Upgrade Pay) herein.

- D. Typing Bonus – An employee in the classification of Staff Assistant I, Staff Assistant II, Staff Assistant III, Staff Assistant IV, Administrative Staff Assistant, or Transcriber Typist, whose typing speed exceeds that required for the position by 20 words per minute or more, and who has been receiving an additional \$50 per month as a typing bonus as of June 30, 2001, shall be eligible to receive that bonus. The employee shall continue to receive said typing bonus as long as he/she holds the position in question and continues to be recertified. An employee in the classification of Fiscal Staff Assistant I or Fiscal Staff Assistant II who, under the terms of this Subsection D., has been receiving a typing bonus as of June 30, 1994, shall continue to receive said typing bonus as long as he/she holds the position in question and continues to be recertified. Recertification of this skill may be required from time to time through examination administered by the Human Resources Department.
- E. Bilingual Skill Pay – Qualified employees who meet the criteria set forth below shall receive a bilingual skill pay of \$50 per month. To receive bilingual skill pay the following criteria must be met:
- (1) The employee must be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
 - (2) An employee must regularly utilize such skills during the course of his/her duties, as determined by City management, or upon regularly occurring requests of City management.
 - (3) To become qualified, an employee must be certified as qualified through an examination procedure administered or designated and overseen by the Human Resources Department.
 - (4) Recertification of this skill may be required from time to time through an examination procedure administered or designated and overseen by the Human Resources Department.

If an employee who is receiving a bilingual skill pay changes positions or has his/her duties changed, the employee must re-qualify for the bilingual skill pay by meeting the criteria listed above.

An employee who has not been certified and qualified and is not receiving bilingual skill pay will not be required to utilize this skill except on an occasional basis.

If an employee qualifies for bilingual skill pay for Spanish and is required to regularly use said skill during what are determined by the Human

Resources Department to be emergency or emergency-related situations, he/she shall receive an additional \$50 per month, for a total of \$100 per month. Any employee covered herein who, as of January 1, 1995, was receiving \$100 per month as a bilingual skill pay for Spanish will continue to receive the higher bilingual skill pay as long as he/she is eligible to receive said skill pay.

- F. EMT 1F.S. / Los Angeles Paramedic Certification – Effective July 1, 2014, the EMT 1F.S. certificate bonus and Los Angeles Paramedic certification bonus for Pier and Harbor Services Officers shall be eliminated and in its place the monthly base salaries of Pier and Harbor Services Officers shall be increased by \$150.

The Fire Safety Coordinator who obtains an EMT-1 F.S. certificate or Los Angeles County Paramedic certification shall receive a bonus of \$100 per month. In order to retain this bonus, the Fire Safety Coordinator must maintain a current certification.

- G. POST/Emergency Medical Dispatch Certification – Effective July 1, 2014, the POST certification bonus shall be eliminated and in its place the monthly base salaries of Communications Operator in the Police Department shall be increased by \$100 per month. Effective July 1, 2014, the Emergency Medical Dispatch certification bonus shall be eliminated and in its place the monthly base salaries of Communications Operator - Fire shall be increased by \$100 per month.

- H. Back-Flow Certification – Effective July 1, 2014, the Back-Flow Certification Bonus shall be eliminated and in its place the monthly base salaries of Field Inspector I and Field Inspector II shall be increased by \$100.

- I. Latent Print Examiner Certification – A Forensic Specialist who obtains a Latent Print Examiner Certification and, as a part of his/her assigned job duties, uses said certification shall be eligible for a bonus of \$100 per month. In order to retain this benefit, the employee must maintain the certification.

- J. California UST Inspector Certification – An Environmental Compliance Specialist who obtains a California UST Inspector certification as issued by ICC shall be eligible to receive a bonus of \$100 per month. In order to retain this bonus, the Environmental Compliance Specialist must maintain the certification and continue to serve as the designated operator with respect to the City's underground storage tank system.

- K. Certified Municipal Clerk – The Deputy City Clerk who obtains the Certified Municipal Clerk designation shall be eligible to receive a

bonus of \$100 per month. In order to retain this benefit, the Deputy City Clerk must maintain the Certified Municipal Clerk designation.

- L. Communication Operator Trainer – Communication Operators who are specifically assigned by management to train a new probationary Communications Operator on an on-going basis will be paid a 7.5% bonus while they are assigned a trainee.
- M. Notary License – Clerical employees in the following job classifications who successfully obtain and maintain a Notary License will receive a \$50 per month bonus:

- Administrative Staff Assistant
- Administrative Staff Assistant – Environmental Programs
- Administrative Staff Assistant – Human Resources
- Administrative Staff Assistant – Maintenance Management
- Business Assistant
- Cemetery Services Representative
- City Planning Division Assistant
- City Planning Staff Assistant
- Customer Service Assistant
- Executive Administrative Assistant
- Employee Benefits Technician
- Farmers' Market Assistant
- Fiscal Staff Assistant I
- Fiscal Staff Assistant II
- Fiscal Staff Assistant III
- Guest Services Assistant
- Housing Application Assistant
- Human Resources Assistant
- Human Resources Specialist
- Human Resources Staff Assistant
- Staff Assistant II
- Staff Assistant III
- Payroll Technician
- Permit Specialist
- Project Support Assistant
- Records Management Assistant
- Revenue Collections Assistant
- Revenue Collections Assistant I
- Revenue Collections Assistant II
- Revenue Operations Assistant

- N. Lifeguard Bonuses – A Lifeguard who obtains and maintains one of the following certifications shall be eligible for a bonus of \$20 per month, limited to a maximum of three certification bonuses per employee:

Lifeguard Instructor
Title 22 Instructor
Water Safety Instructor Trainer
Certified Pool Operator or Aquatics Facility Operator

- O. Assignments to and from the skill pay or bonus situations described above are not promotions or demotions as described in the Municipal Code and are, therefore, not subject to appeal to the Personnel Board.
- P. The monthly base salaries of Y-rated employees (see Section 2.09) shall be increased in an amount equal to any applicable skill pay or bonus that is being eliminated, as specified above.

2.07 Temporary Upgrade Pay

When, in the determination of the department head, it is necessary to assign the full range of duties and responsibilities of a position classification higher than those normally performed by an employee due to the temporary absence of an employee in a higher position classification or a vacancy in a higher level position classification, employees so assigned shall be compensated as follows:

- A. If the assignment is temporary due to the vacation, sick leave or other temporary absence of the employee in the higher classification, the employee temporarily assigned shall be paid at the rate of an additional \$1.25 per hour for all such hours assigned.

If an employee who holds a “lead” or “senior” position, and thereby has “supervisory” duties and responsibilities as set forth in the classification specification established for his/her position, is assigned the essential duties and responsibilities of a supervisory position represented by the Supervisory Team Associates (STA) bargaining unit, he/she must serve in that position for a minimum of 80 hours in order to be eligible to receive pay for serving in a higher classification, at which point the pay for serving in a higher classification will be retroactive to the first day on which the employee began the acting assignment.

For other temporary acting assignments, the employee must work one full work day in an acting capacity in a higher-level position that is temporarily vacant in order to be eligible to receive pay for serving in a higher classification. The only exception would be City designated emergency related positions (e.g., Communication Operator), in which case the employee will only be required to work a minimum of four hours in the higher-level position in order to be eligible to receive pay for serving in a higher classification.

- B. If the position to be filled is vacant and there is no valid eligible list for that position classification, the department head may temporarily assign an employee who meets the minimum qualifications of the vacant position.

The employee shall receive the salary rate for the vacant classification at the lowest salary step of the salary range established for the higher classification which provides an increase of at least 5% over his/her current salary rate.

If the department head elects to make a temporary appointment to a vacant position, he/she shall abide by the rules and regulations regarding temporary/acting appointments which have been adopted by the Personnel Board to implement the sections of the Santa Monica Municipal Code pertaining to temporary appointments. (Exhibit B)

- C. If an eligible list exists for the vacant position, the department head shall attempt to appoint an employee from the eligible list at the earliest possible date, and the provisions of Subsection B. shall be applicable to the employee assigned to cover the vacancy in any interim period.
- D. Nothing in this section shall require the City to make temporary assignments of employees.
- E. Assignments to and from the situations described in this section are not promotions or demotions as described in the Municipal Code and are, therefore, not subject to appeal to the Personnel Board.

An acting assignment shall be based on merit, taking into account the qualifications and performance ratings of employees who are qualified for the acting assignment. All other things being equal, seniority (based on total City service) shall be the deciding factor.

2.08 Promotional Pay Rate

If a permanent employee covered herein is promoted to a position in a higher job classification, the employee's salary shall be set at the salary step in the salary range established for the higher job classification which provides a minimum 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

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 job classification which provides a minimum 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new job classification.

2.09 Y-Rating

When a personnel action (e.g., a demotion due to layoff or a reclassification) results in an employee being placed in a job classification which has a lower salary range, the employee's salary will be Y-rated.

Effective June 30, 2013, an employee who is demoted into a lower paying classification in lieu of a layoff due to budgetary reasons shall not have his or her salary subject to Y-rating and, instead, shall receive the salary applicable to the lower pay classification to which he/she demoted. For examples, please see Exhibit F.

“Y-rated” means the maintenance of the incumbent employee’s salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in the job classification which has a lower salary range. The employee’s salary shall remain at such level until the salary range of the new job classification equals or exceeds the Y-rated salary.

2.10 Call Back Pay

Should the City call back any full-time employee covered herein before or after his/her normal working hours to perform work, the City shall pay not less than three hours of pay at time and one-half (1-1/2) the employee’s base rate of pay regardless of time actually worked as a result of being called back to work to perform services for the City.

If there is less than six hours between the end of the call back period and the beginning of the employee’s regularly scheduled shift, the employee will receive time and one-half (1-1/2) his/her base rate of pay for all hours worked during the next regularly scheduled shift. However, if it is determined by management to pose a safety hazard to allow the employee to work his/her regularly scheduled shift following the end of the call back period, management reserves the right to not allow the employee to work. If the employee should not be allowed to work his/her regularly scheduled shift, the employee will not be compensated for said shift. The employee, however, will have the option of using applicable accrued leave time to cover the number of hours that he/she would have been regularly scheduled to work on that shift.

An employee will be considered to have been called back to work and thereby eligible to receive call back pay as provided by this Section of the MOU if he/she is called back to work after the end of his/her regularly scheduled shift and the report time for said call back occurs more than two hours prior to the beginning of the employee’s next regularly scheduled shift. If the employee is called and asked to report at a time that is two hours or less prior to the beginning of his/her regularly scheduled shift, it will be considered to be an early report and not a call back and, as such, the provisions of this Section would not apply.

2.11 Report Pay

Any regularly scheduled full-time employee who reports to work for his/her normal work schedule, but is released due to insufficient work, shall receive a minimum of four hours’ work or pay. If such employee works in excess of four hours, he/she shall receive eight hours of work or pay. The provisions of this

section shall only apply if the employee does not receive notice not to report to work. This provision shall not be effective for time not worked for disciplinary reasons or other normal leaves of absence. Actual hours worked shall be used for the purpose of calculating overtime under Section 2.03 of this Agreement.

2.12 Pay for Training

An employee covered herein who is specifically assigned by the supervisor to train a new employee in the rules, regulations and procedures of the Department and the duties of the new employee's position, who may be expected to communicate the new employee's progress to the supervisor, shall receive a training bonus of \$1.50 per hour for each hour worked while so assigned providing that the employee's classification specification does not reference training or supervision/lead responsibilities. The training assignment shall be limited to two (2) consecutive work weeks unless authorization to exceed two work weeks is given by the employee's Department Head. The assignment to train a new employee will be given in writing and will be submitted to the Human Resources Department for processing.

It is not the City's intention to avoid payment of this bonus where appropriate; however, the bonus does not apply to informal "mentor" relationships which may evolve between veteran and new employees or to occasional requests to orient a new employee to a piece of equipment or a procedure where the task can be accomplished in a day or less. In addition, an employee assigned to train a new employee who has been hired as a student intern or as a temporary employee under the City Youth Employment and Training Program will not be eligible to receive the pay for training bonus.

For the purposes of this Section, a "new" employee is defined as an MEA employee during the first 90 days of his/her probationary period and includes a new MEA employee in a lower-level job classification. This covers new hires and MEA employees who are promoted or laterally transfer to another job classification represented by MEA.

2.13 Filming Assignments

Employees covered herein who are assigned to perform duties for filming companies filming on location within the Santa Monica city limits shall receive a minimum of eight hours pay at overtime compensation for all hours worked under the terms of Section 2.03. The parties hereto agree that the City may include as charges or fees to the filming company administrative overhead costs. Such assignments are expressly conditioned upon the filming company agreeing to pay to the City all costs for and relating to the assignment of such employee including, but not limited to, worker's compensation insurance premiums for the purpose set forth in this Section. Employees shall have the right to volunteer for this assignment by causing their names to be placed on an availability list. Assignments shall be made from the list on a rotating basis to employees who

are qualified to perform the duties required for the filming assignment. However, if an insufficient number of volunteers are available from that list to serve a particular project, the City may assign any qualified employee(s) who are willing to work such project. The Police Department shall supply the necessary two-way radio communication between the employee and the Police Station and transportation from the station to the filming site. Subject to the provisions of this Section, the administration of this program shall be performed by the City at its discretion and this Section shall be promulgated as Police Department rules and regulations. Employees who are given filming assignments shall receive a bonus of \$50 for each day assigned to movie overtime.

This provision of the MOU shall only apply to employees represented by MEA as long as employees covered by the Santa Monica Police Officers' Association (SMPOA) MOU are eligible to receive this benefit.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01 Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees covered hereunder is set forth in an umbrella agreement which covers City bargaining units represented by the Coalition, which is comprised of the following City bargaining units as of January 1, 2015: Administrative Team Associates (ATA), Fire Executive Management Association (FEMA), Management Team Associates (MTA), Municipal Employees Association (MEA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), International Association of Sheet Metal, Air, Rail and Transportation Workers, Transportation Division (SMART TD), Supervisory Team Associates (STA), and California Teamsters Local 911 (Teamsters) , as well as members of the Executive Pay Plan (EPP).

B. Dental Insurance

Dental insurance coverage shall be provided at no cost to employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs. The City retains the right to change the provider of this benefit.

C. Vision Insurance

The City agrees to provide vision care insurance, at no cost, to employees covered herein and their eligible dependents provided that employees covered herein participate in the City-offered vision insurance program. 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.

3.02 Retirement

The City is a contract member of the Public Employees' Retirement System (PERS), and it is understood and agreed that such membership will be maintained and the employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City PERS heretofore approved by the Santa Monica City Council.

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 employee 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 or federal procedures require reporting of these payments in any other manner, the parties will observe the provisions of Section 1.10 (Validity of Memorandum of Understanding) of this MOU.

In addition, MEA has elected to have the City implement the "PERS on PERS" option, whereby the City of Santa Monica, as allowed by Government Code Section 20636(c)(4), reports to 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 Government Code Section 20691, 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 8% plus the City's prescribed contribution rate to PERS (which is subject to annual adjustment).

3.03 Tuition Reimbursement

For each permanent line-item employee of the MEA, 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 the approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, which includes books, provided, however, that:

- A. The maximum amount per individual employee shall not exceed \$2,500 in FY2014-2015 and \$2,750 in FY2015-2016.
- B. The course of study must be approved in advance by the Director of Human Resources or his/her designee, with a copy of the tuition reimbursement request being provided by the employee to his/her Department Head prior to submitting the request to the Director of Human Resources, or his/her designee. The course of study must be taken from an accredited college or university, or accredited trade school.
- 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 another City position upon successful completion of the study course if that was the reason for enrollment.

- E. The tuition and other covered expenses shall be paid in advance by the City upon the pre authorization of the course by the Director of Human Resources, or his/her designee.
- 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 an initial 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. If 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.

The City will maintain a computer record of each employee's training and tuition reimbursement course completions, which record shall be made available to the employee for use in making application for other City positions.

3.04 Deferred Compensation

It is hereby agreed that employees covered herein will be offered participation in the City's deferred compensation plan.

The City agrees to contribute, on behalf of each employee covered herein who is participating in the plan, the amount the full-time participating employee is contributing to the plan except that the City's contribution to the plan shall not exceed \$50 per month for each participating employee. Each part-time employee shall be eligible to receive said deferred compensation plan contribution by the City on a pro-rata basis in the same proportion as the number of hours budgeted for the part-time position bears to the full-time 40-hour work week.

3.05 Uniform Allowance

- A. Each regular full-time or permanent and continuing part-time employee covered by the provisions of this MOU, if required to wear a uniform and such uniform is not furnished by the City, shall receive a monthly uniform allowance of \$50; and shall provide and wear at all times while on duty the uniform prescribed by their respective Department Heads. Employees who

are required to wear a full uniform (shirt and pants) shall receive a monthly uniform allowance of \$60. Employees who are required to wear a uniform and receive a monthly uniform allowance must purchase and maintain their uniforms with that uniform allowance.

- B. In addition to the monthly uniform allowance described in Subsection A. above, the City shall provide one complete uniform prescribed by the department as well as the equipment required for the position, as specified by management, and one additional uniform shirt and pants to each newly hired employee in the following job classifications: Pier and Harbor Services Officer, Communications Operator - Police, Communications Operator - Fire, Community Services Officer I, Lead Community Services Officer I, Community Services Officer II, Lead Community Services Officer II, Public Services Officer, Lead Public Services Officer, Animal Control Officer, Airport Services Officer, Lead Airport Services Officer, Identification Technician, Forensic Specialist, Lead Forensic Specialist, Police Records Technician, Jailer, Traffic Services Officer, Lead Traffic Services Officer, Police Officer Trainee, Fire Code Enforcement Officer I and II, Code Compliance Officer, Transit Operations Assistant, and Lead Crossing Guard.

In addition, provided that receipts are presented to the appropriate supervisory staff for approval at the time of purchase, the City will reimburse employees who hold positions in those job classifications for the necessary replacement of two uniform shirts and pants, or, in lieu thereof, other department pre-approved equipment of equal value annually and one uniform jacket every three years.

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

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

Employees in the classifications of Pier and Harbor Services Officer, Community Services Officer I & II, Lead Community Services Officer I & II, Public Services Officer, Lead Public Services Officer, Airport Services Officer, and Lead Airport Services Officer may request a Bullet Resistant

Vest. At the employee's request, vests will be replaced upon expiration. If provided a vest, employees shall wear the vest while in uniform.

- C. In addition to the monthly uniform allowance described in Subsection A above, the City shall provide, upon hire, one complete uniform prescribed by the department, as specified by management, and one additional uniform shirt and pants each fiscal year for Motor Coach Training Coordinators who are required to wear a City uniform.
- D. In addition to the monthly uniform allowance described in Subsection A above, the City shall provide, upon hire, one complete uniform prescribed by the department, as specified by management, and one additional uniform shirt and pants each fiscal year for Library Services Officers who are required to wear a City uniform.
- E. Upon request, the City agrees to furnish and maintain coveralls to those employees who are required to do work that may cause damage to their personal clothing.
- F. Except for those employees receiving a uniform allowance (provided in Subsection A.), a uniform (provided in Subsections B., C., and D.) or coveralls (provided in Subsection E.), the City shall provide and maintain at least nine sets of any required uniform and employees shall be required to wear such uniforms at all times while on duty. The only exception to nine sets of any required uniform will be those work assignments (e.g., CREST) where a full uniform is not required and the clothing items required vary by work assignment. For those employees, the City shall provide what is determined to be the appropriate number of clothing articles required for the employee's work assignment.
- G. If an employee is required by the City to wear safety shoes, the City shall provide a voucher or allowance up to \$300 annually for employees to purchase safety shoes at City-designated vendors. If an employee's safety shoes become worn or damaged to such a degree that they are no longer adequate from a safety standpoint per the City Safety Officer or employee's supervisor, or if the classification requires more than one style of safety shoe, the City shall provide another pair not to exceed the annual maximum allowance, unless safety shoes are damaged within the scope of work.
- H. The City shall provide one jacket annually for those employees who are required to wear a uniform and are required to work outdoors. If the jacket becomes worn or damaged to such a degree that it is no longer adequate, the jacket will be replaced by the City. The City will designate which job classifications would qualify for this benefit and will determine the type of jacket that is appropriate in terms of the employee's duties and the outdoor conditions in which the employee is required to work.

- I. Employees who are required to wear uniforms while on duty shall wear such uniforms at all times while on duty.
- J. Nothing in this MOU shall preclude the City and the employees in a specific work unit from reaching agreement regarding a uniform allowance arrangement not specifically set forth in Section 3.05. This could include an arrangement whereby the employee receives a portion of his/her annual uniform allowance in advance for the purpose of purchasing uniforms, with the remaining portion of the annual uniform allowance to be prorated over the 12-month period.

3.06 Mileage Reimbursement

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

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

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 salary for the fiscal year during which the sick leave was earned but not used, excluding any special assignment or bonus pay, shall be made only to employees on the payroll as of June 30th of that fiscal year. To qualify for payment an employee must have a sick leave "bank" of 12 days. For the purposes of this Section, "bank" means 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 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 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

It is mutually acknowledged by the parties that the use of Code 40 or other paid time off which was not appropriately scheduled in advance will disqualify an employee from eligibility for payment under this Section. There will be an exception to this MOU provision for employees covered hereunder who work a compressed work schedule or are on workers' compensation leave. Employees assigned to work a compressed work schedule will be allowed to use Code 40, or other paid leave time, including vacation leave, compensatory time or personal leave day hours, to supplement eight hours of paid sick leave in order to receive a full day's pay for a sick day. The use of Code 40 or other paid leave time in this manner by an employee assigned to a compressed work schedule will not disqualify the employee from being eligible for Sick Leave Buy Back. The use of

Code 40 by an employee who is on Code 40 as a result of being on workers' compensation leave will not forfeit his/her eligibility for the sick leave buy back unless the employee has also used Code 40 for different reason(s).

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").

3.08: 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. There shall be no reduction in the long term disability payment the employee is entitled to receive unless said changes are mandated by the long term disability insurance plan provider. The waiting period for long term disability benefits for an employee who qualifies for said benefits shall be 60 days. The long term disability insurance benefits will be equal to 60% of either the employee's base salary or \$6,667.00 per month, whichever amount is less, reduced by the employee's income from other sources, including payments received from State Disability Insurance coverage.

3.09: State Disability Insurance

The City shall contract for State Disability Insurance coverage for employees covered herein. Said coverage shall be at City expense. Eligibility for benefits provided under said plan shall be subject to the waiting period required by the State.

3.10: Term Life Insurance

The City agrees to provide at no cost to the employee a term life insurance plan for permanent employees covered herein in an amount equal to \$50,000.

3.11: Training/Professional Development

The City and MEA agree that education and training may enhance an employee's job performance and prepare the employee for career advancement within the City. To that end, the City and MEA encourage employees to take advantage of City-sponsored training and professional development programs and the tuition reimbursement program (Section 3.03) which provides a financial incentive for the employee to take courses on his/her own time.

Training/professional development courses covered by this section do not need to be provided by an accredited college or university. Requests for training/professional development shall be submitted to the Director of Human Resources or his/her designee, with a copy of the request being submitted to the employee's Department Head. The Director of Human Resources, or his/her designee, will meet with the employee's Department Head to determine whether

or not the request for training/professional development will enhance the employee's job performance and/or prepare the employee for career advancement within the City. The Director of Human Resources, or his/her designee, shall make the final determination regarding whether or not the requested course would enhance the employee's job performance and/or prepare the employee for career advancement with the City.

In any fiscal year during the term of this MOU, employees covered herein are entitled to take one training or professional development course for which it has been determined that the course will either enhance the employee's job performance or prepare the employee for career advancement within the City, with the course to be scheduled at the Department's convenience during work hours, either on or off-site. The cost of an off-site training course shall not exceed \$100.00 unless the employee's Department is willing to cover the additional costs associated with the training through funds allocated to the Department's training budget line item. The cost of courses provided on-site by the City shall be paid by the City.

MEA employees are eligible to participate in Santa Monica Institute (SMI) classes, which are published on the City's Intranet.

If an employee wishes to take a training or professional development course that is only available either during a work shift or on a work day an employee is not regularly scheduled to work, reasonable efforts will be made to temporarily change the employee's work schedule so that he/she can take the training course during work hours. The City, however, will be under no obligation to change the employee's work schedule so that he/she can take a particular training course if doing so would have a negative impact on the department's/division's/work unit's operations or would result in the payment of overtime, either to that employee or to another employee. If an employee believes he/she has been unreasonably denied the opportunity to take a training course which is scheduled outside of the employee's regular work hours, he/she can file a grievance in accordance with Section 6.05 (Grievance and Complaint Procedure) of this Agreement.

The City will maintain a computer record of each employee's training and tuition reimbursement course completions, which record shall be made available to the employee for use in making application for other City positions.

3.12: Vacation Cash-Out

Each employee has the annual option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option, as follows:

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours</u>
Less than 10 years	Up to 40 hours
More than 10 but less than 15 years	Up to 60 hours
15 or more years	Up to 80 hours

In order to exercise this option, an employee must, prior to the end of the calendar year, designate up to the applicable maximum number of hours that he/she would like to cash out in the ensuing calendar year. If the employee fails to make a designation, he/she will not be allowed to cash out any hours in the ensuing year.

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation leave than elected vacation hours, only available vacation hours at the time of cash-out will be processed.

For employees who elect to cash out vacation hours as specified above, those hours will be paid to the employee at the end of the fiscal year at the same time as the Sick Leave Buy Back Program.

ARTICLE IV: LEAVES

4.01 Holidays

Employees covered herein shall receive paid holidays as hereinafter provided:

- New Year's Day (January 1)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- The Friday following Thanksgiving
- The half day immediately before Christmas Day
- Christmas Day
- The half day immediately before New Year's Day
- One cashable floating holiday
- One non-cashable floating holiday
- All other holidays declared by City Council

A non-cashable floating holiday shall become available at the beginning of each fiscal year and must be taken before the end of that fiscal year. Only those employees who are on the payroll at the beginning of the fiscal year shall be entitled to receive the non-cashable floating holiday for that fiscal year. If taken off, the non-cashable floating holiday must be used in lieu of a regularly scheduled work day and cannot be taken off in hourly increments. If the non-cashable floating holiday is not taken by the end of the fiscal year, it shall be forfeited.

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

A cashable floating holiday becomes available at the beginning of each fiscal year and must be taken before the end of that fiscal year. Only those employees who are on the payroll at the beginning of the fiscal year shall be entitled to receive a cashable floating holiday for that fiscal year. If taken off, the cashable floating holiday must be used in lieu of a regularly scheduled work day and cannot be taken off in hourly increments. A cashable floating holiday not taken by the end of the fiscal year shall be paid to the employee on the final paycheck at fiscal year-end. A cashable floating holiday which is cashed out at the end of the fiscal year shall be paid in an amount equal to eight hours at the employee's straight-time base salary rate of pay that is in effect as of the last pay period of the fiscal year.

Employees in departments or divisions currently observing different holiday schedules shall, in lieu of the holidays listed above, receive holidays enjoyed by

other operating employees in that particular department or division, provided, however, that the same number of holidays (12) shall be observed.

If a holiday falls on an employee's regular day off, the employee shall receive a non-cashable floating holiday for use during that fiscal year. If taken off, the non-cashable floating holiday must be in lieu of a regularly scheduled work day and cannot be taken off in hourly increments. If the non-cashable floating holiday is not taken by the end of the fiscal year, it shall be forfeited. This section does not apply to those who work in a 24-hour facility that are required to work on holidays.

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.

Time worked on an authorized paid holiday shall be paid in accordance with Section 2.03 (Overtime) of this Agreement.

If an employee is scheduled to work on a holiday and fails or refuses to appear for duty, or calls in sick and cannot verify the illness with the appropriate medical documentation, he/she will forfeit any compensation for the day, including holiday pay, sick leave pay, or other compensation.

4.02 Vacation Leave

Each employee occupying a regularly authorized line-item position or a permanent and continuing part-time position in any job classification covered herein shall accrue vacation leave with pay on the following basis:

- A. Following completion of the 1st six calendar months of continuous service, six working days.
- B. Thereafter, up to and including five completed years of service, one working day for each completed calendar month of service.
- C. Upon completion of five years of service and up to ten completed years of service, 1.25 working days for each completed calendar month of service.
- D. Upon completion of 10 years of service and up to 15 completed years of service, 1.5 working days for each completed calendar month of service.

- E. Upon completion of 15 years of service and thereafter, 1.75 working days for each completed calendar month of service.
- F. A completed calendar month for which benefits herein shall accrue is defined as a calendar month in which the employee has been in pay status for 11 or more working days in that month.
- G. Accrual of vacation leave shall not exceed three 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 accumulations, proportionate accumulation, scheduling and payment for such leave shall be as prescribed in the Civil Service provisions of the Santa Monica Municipal Code.
- I. An employee will be allowed to accrue up to 80 hours of banked personal leave in the event he/she reaches his/her vacation accrual limit and ceases to accrue vacation. The accrual rate for banked personal leave shall be the same as the employee's vacation accrual rate. The accrual of banked personal leave is not limited to a one-time accrual. The banked personal leave can be carried over from fiscal year to fiscal year. The banked personal leave will not be subject to cash-out when an employee separates from City employment.

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 an off-the-job or on-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 purpose of this section, an employee's domestic partner and the children of the employee's domestic partner are covered by this provision.

In addition, sick leave can be used for the care of a parent for whom the employee can demonstrate that he/she is the care giver.

Unexpected absences charged to sick leave will be referenced in any evaluation or personnel file submission as "unscheduled" time off.

- B. Each incumbent of a line-item position shall accrue sick leave with pay on the following basis:
- (1) Sick leave shall be accrued one working day per month.
 - (2) A completed calendar month for which benefits herein shall accrue is defined as a calendar month in which the employee has been in pay status for 11 or more working days in that month.
 - (3) A new (probationary) employee may use sick leave, accrued one working day per month, during the first six months of his or her continuous service with the City. In the event the employee separates prior to the completing six months of continuous service with the City, he or she shall be required to reimburse the City for any sick leave that has been paid during the first six-month period.
- C. Any employee who is absent because of illness or disability shall notify his/her Department Head or other immediate superior officer in accordance with the Department's established policies and procedures.

4.04 Leave of Absence Without Pay

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

Unless prohibited by the Family Medical Leave Act, or similar state and/or federal legislation, the employee's service date shall be adjusted for unpaid leaves of absence which exceed 30 calendar days, with the employee's service date being moved forward by the same number of days as the unpaid leave of absence. If a permanent employee separates from the City but is rehired within 12 months, the break in service between the last date of employment and the date on which the employee is rehired will be treated as an unpaid leave of absence for the purpose of establishing the employee's service date with the City.

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 City position) shall receive

from the City during the first 60 calendar days of such disability absence, after the two-day waiting period has been met, 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 unless the employee is hospitalized, in which case the City's obligation to make such payments shall commence on the first day the employee is absent. An employee shall be allowed to use available accrued sick leave to cover the first two days of such disability absence. If the employee's disability absence should exceed 60 calendar days, an employee shall be allowed to supplement the Worker's Compensation benefit received under State law with available accrued sick leave, accrued vacation leave, accrued compensatory time. The total number of leave hours, along with the Worker's Compensation benefit, shall not exceed the employee's base pay for each day of leave. For this purpose, accrued leave hours can only be used in one-hour increments.

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 30 calendar days of such disability absence, payments in an amount equal to the difference between the disability payments received under the Workers' Compensation Act and the employee's full salary. For the next 30 days of such disability absence, the employee shall receive from the City a payment in an amount equal to the difference between the disability payments received under the Workers' Compensation Act and 75% of the employee's salary. Such payments by the City shall be made without any deduction from accrued sick leave benefits. The City's obligation to make such payments shall not commence until the third day of such disability absence.

4.07 Jury Duty

Employees covered herein, when duly called to serve on any jury and when unable to be excused therefrom, shall receive the regular base compensation less all jury fees received excluding mileage for the time required to be spent in court provided that an individual employee will be so paid for jury service for a maximum of ten work days. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor.

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

Employees shall return to their regular daily job assignment to complete their regular daily work hours when reasonably possible, taking into consideration when they are released from jury service for the day and the employees' regular work hours.

Where operationally possible, any employee covered herein called to jury duty shall, for administrative purposes, be placed on a Monday through Friday schedule, which incorporates the operational hours of the court, for the duration of his/her jury duty.

If that either the state or federal court system changes current policy, which excuses from jury service those employees who do not receive full compensation from their employer during the full period of jury service, regardless of frequency, the parties will meet and confer over the impact of this change on employees covered hereunder.

4.08 Bereavement Leave

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

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

4.09 Personal Leave

Six days, which is 48 hours, of personal leave each fiscal year may be used for personal matters. Three days, which is defined as 24 hours, of personal leave, shall accrue on the first day of the fiscal year for employees who are on the payroll as of that date; one day, which is defined as eight hours, shall accrue on the first day of the second quarter of the fiscal year for employees who are on the payroll as of that date. Two days of personal leave, which is defined as 16 hours, shall accrue as of the first day of the third quarter of each fiscal year for employees who are on the payroll as of that date. This leave shall be granted in

units of not less than one hour. This leave shall not be accruable from year to year if not used in any given fiscal year.

Scheduling of days off shall be done with prior approval of the employee's supervisor, provided that request for time off shall not be unreasonably denied. Denials shall be given in writing, including the reason for the denial, upon request by the employee.

A paid personal leave day shall mean eight hours at the employee's straight-time base salary rate of pay. Employees covered hereunder who are on a compressed work schedule will be allowed to use personal leave days in units of less than two hours for the purpose of supplementing eight hours of paid vacation or eight hours of sick leave in order to receive a full day's pay. Employees covered hereunder who are on a compressed work schedule will be allowed to use accrued vacation and/or compensatory time in order to get a work day off with pay.

Personal leave days cannot be accrued from year to year if not used in any fiscal year and, if unused at the end of the fiscal year, cannot be cashed out unless the employee can demonstrate that he/she was unreasonably denied the time off by his/her supervisor. Refusal on the part of the employee to accept an alternate day off would not constitute a denial of time off by a supervisor. In addition, if an employee waits until the last two months of the fiscal year to request the time off and it is not possible for the leave to be granted without the employee's absence having a negative impact on the department's operations, the request for time off can be denied. Such denial shall not be considered unreasonable. If an employee believes that he/she was unreasonably denied personal leave time, he/she shall submit a letter to the Human Resources Department prior to the end of the fiscal year requesting that the unused personal leave time be cashed out. Cash out of the personal leave time shall be subject to approval by the Human Resources Department. Such approval shall not be unreasonably denied.

Employees covered hereunder shall also accrue eight hours of cashable personal leave. An employee must be on the payroll as of the first day of the fiscal year in order to be eligible to receive the eight hours of cashable personal leave. These cashable leave hours cannot be carried over to a subsequent fiscal year if not used in the fiscal year in which the hours have been accrued. Payment equivalent to the employee's base salary as of June 30th for any unused cashable leave shall be payable to the employee upon the request of the employee at the end of the fiscal year when earned.

4.10 Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child, shall be entitled to a leave of absence totaling up to four 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, personal leave, accrued compensatory time off and sick leave, if applicable, as well as unpaid leave shall be counted toward the four month total. Additional leave may be requested under the provisions of Section 4.04 (Leave of Absence without Pay) of this Agreement.

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

Maternity leave is not the same as parental leave and shall be administered in accordance with state and federal law. When an employee returns to work following maternity leave, said employee shall be reinstated to her former position.

4.11 Family Leave

The City shall comply with the provisions of the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Generally, FMLA and CFRA provide employees the ability to take a paid (using appropriate accumulated forms of paid leave) or unpaid leave of absence to take care of a serious health condition for themselves, for their spouse, their child, or their own parent(s), or to bond with a newborn or newly adopted child.

Upon providing their supervisor with sufficient notice to make the City aware of an employee's need for potentially qualifying CFRA/FMLA leave, the employee will be advised to contact the Human Resources Department regarding eligibility for Family Leave.

When granted family leave, the employee may choose to use available accrued sick leave at his/her discretion. However, except for sick leave, the employee will be required to exhaust all other available leave time, if applicable, before he/she can go on unpaid status.

ARTICLE V: WORKING CONDITIONS

5.01 Safety & Loss Prevention

The City shall make every reasonable effort to provide a safe and healthy working environment in accordance with applicable State and Federal laws and regulations. MEA agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory. Employees shall report unsafe practices, equipment or conditions to their supervisors. An employee who engages in unsafe acts may be subject to disciplinary action.

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 consult with other safety specialists as appropriate. 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, if possible, shall be assigned other appropriate duties. If the task complained of is deemed safe by the appropriate official, 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.

During the term of this Agreement, the City shall conduct training for employees and their supervisors specifically addressing the handling of blood-borne pathogens and potential bio-hazards that employees may encounter in the course of performing their work duties. Training shall be provided to employees included in, but not limited to, those the classifications of Jail Services Attendant.

5.02 Performance Evaluations & Effect of Job Performance on Salary

The parties hereto agree that one purpose of a performance evaluation is to record the accomplishments and deficiencies with regard to an employee's performance which have previously been discussed by the employee and supervisor during the period of time covered by the performance evaluation. In addition, the performance evaluation is an opportunity for the employee and supervisor to discuss what improvements, if any, must be made by the employee during the next evaluation period. It is also an opportunity for the employee and supervisor to set and discuss goals and objectives for the next evaluation period with regard to the employee's job performance as well as his/her career development within the City. In the event that an employee does not agree with his/her performance evaluation, the employee can submit a response to his/her performance evaluation to be attached to the evaluation before it is filed in the

employee's personnel file or the employee can appeal his/her performance evaluation per the appeal procedure set forth in Section 6.10 of this Agreement.

Disciplinary actions, including reprimands and warnings, which become a part of the employee's official personnel file may be referenced in the employee's next performance evaluation and may be taken into account in rating the employee's performance. Should an employee file a grievance with regard to any disciplinary action which has been taken, said disciplinary action cannot be taken into account in the employee's performance evaluation unless the grievance process has been completed and the disciplinary action has become final.

Employees who are required by their supervisors to furnish medical documentation for use of sick leave or absences due to illness shall have this requirement reviewed annually at the time of the employee's performance evaluation.

Normal progression through the salary range established for a position toward step 5 shall be in annual step increments contingent on satisfactory service. However, the City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work and the demonstrated performance of the incumbent, may authorize special salary step increases above the amount 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 in this Agreement, there will be no periodic salary step increases 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 has been improved to at least the satisfactory (MEETS OVERALL STANDARDS) level. Employees will be reevaluated and eligible for consideration for a periodic salary step increase in six months following the NOT ACCEPTABLE evaluation. Any overall rating in the BELOW SATISFACTORY category may delay the next scheduled salary 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 (MEETS OVERALL STANDARDS) level. The withholding of salary increases described herein refers to periodic salary step increases and not to general cost of living adjustments that are implemented on a bargaining-unit wide basis.

5.03 Effect of Reassignment/Recertification on Skill/Bonus Pay

When a "bonus," "skill," or additional pay referenced in Sections 2.04 (Shift Differentials), 2.06 (Skill Pay & Bonuses) or 2.07 (Temporary Upgrade Pay) is the result of assignment to specified duties or hours, or of maintenance of a registration, certificate or other credential, the loss of the bonus, skill, 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 the Santa Monica 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 Agreement 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 Plan Ordinance, it is understood that the City can implement a charge for employee parking in an effort to meet those requirements. In addition, if it should become necessary to charge for parking during the term of this Agreement 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 MEA should any employee(s) represented by MEA be subject to such a charge.

5.05 Personnel Files

- A. The City shall maintain one and only one official personnel file for each employee covered herein. Said file shall be kept in the City's Human Resources Department.
- B. An employee covered herein shall be entitled to review the content of his/her City or departmental personnel file at reasonable intervals provided that the employee schedules an appointment, at least 24 hours in advance, during the regular business hours of the office in which the files are maintained. No material shall be placed in an employee's City or departmental personnel file without having been shown to the employee. However, this shall not include personnel documents that have no impact on the employee's wages, hour or terms and conditions of employment. An employee may prepare a written response to any such material and such response shall be filed with the original material.

5.06 Job Sharing

The City shall review and consider requests from employees to establish job-sharing arrangements. Approval of job-sharing requests shall be made by the Department Director, in consultation with the Human Resources Director, based on the operational needs of the department.

Nothing in this provision shall require a Department to maintain a job-share in a situation where a full-time position is budgeted.

An employee who is denied a job-share position is entitled to receive the reasons for denial.

5.07 Work Schedules

Except in the case of emergency, an employee shall be provided with 21 calendar days' advance notice of what will be an on-going (i.e., not temporary) change in the employee's regularly scheduled work hours. This shall not preclude the employee and City to reach agreement prior to the end of the 21 calendar day notice period.

For all temporary changes in work schedules (i.e. training) employees shall be provided with ten calendar days advance notice to any change in the employee's regularly scheduled work hours. If a need for a temporary change in work schedule occurs, which management could not have foreseen nor scheduled for in advance (i.e. emergencies), a temporary change may be made with less than the ten calendar days' notice.

This provision shall not apply to operational areas, where work schedules need to remain flexible in order to meet the operational needs of the City. If it should be determined by the City that, from an operational standpoint, a flexible schedule is needed where one is currently not in effect, MEA and the employee affected shall be provided with 21 calendar days' notice of the change in his/her work schedule. The City, if a request is made by MEA, will meet and confer with MEA with regard to the manner in which the proposed flexible schedule will be implemented. Nothing in this MOU, however, shall preclude the City from implementing a new work schedule in the event the parties fail to reach agreement by the end of the 21 calendar day notification period.

Whenever a vacancy occurs, reasonable efforts shall be made to offer that work assignment to other qualified employees who might wish to work the work schedule established for the vacant position. If more than one qualified employee requests the work schedule change, the qualified employee with the most seniority will be granted the work schedule change. If there are no volunteers, management will assign the least senior qualified employee to that work schedule. For the purpose of this section, seniority will be based upon service in the division or work unit, whichever is relevant. Management shall determine which employees meet the qualifications required for the work assignment. If an employee believes that he/she has been improperly denied such an assignment, he/she can file a grievance in accordance with Section 6.05 (Grievance and Complaint Procedure) of the Agreement.

In those cases where a permanent employee desires to modify his/her work schedule to accommodate specific scheduling 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 Director.

Failure to successfully transfer an employee under this section will not be grievable but may be reviewable by the Human Resources Director.

The City will make every effort to provide MEA employees two 15-minute rest periods per day for each four- hour work period. The time at which rest periods are taken shall be determined by the supervisor so as not to impair service to the public. Rest periods may not be accumulated or added to a lunch hour, combined or used at the end of a work shift

5.08 Layoffs

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

MEA will be provided with 30 days' notice of the layoff of permanent MEA employee(s) or of the abolition of position(s) held by permanent MEA employee(s). In the event that employee(s) represented by MEA are subject to layoff or position(s) represented by MEA are going to be abolished, the City will meet and confer with MEA with regard to the proposed layoffs and/or abolition of budgeted MEA position(s). If the parties reach final impasse, however, the City is not precluded from proceeding with the proposed layoff(s) and/or abolition of position(s) held by permanent MEA employees.

5.09 Promotion

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 an employee returns to his/her former position or to a comparable position in the same job classification, the employee shall be placed at the same salary step he/she had attained in that job classification prior to being promoted. In addition, if an employee returns to his/her former position, he/she will not be subject to a new probationary period. If an employee is returned to a comparable position in the same job classification rather than the employee's former position, the employee will be on probation for six months, with two possible six-month extensions. If the employee's former position is no longer vacant and there is not a vacancy in the same job classification, the employee will have the reappointment rights to his/her former position provided by the Santa Monica Municipal Code. A position will be considered to be vacant if it has not been filled by another permanent employee hired specifically for that position.

When an employee is promoted and passes probation in the promotional position, he/she shall be eligible for a one-step salary step increase, providing that the employee is not already paid at the top salary step. All future annual salary increases will occur in 12-month increments from the date on which the

employee passes probation in the promotional position and shall be contingent upon satisfactory performance in that position.

5.10 Probationary Period

Any appointment made from an eligible list shall be subject to a probationary period of 12 months for all employees covered herein. However, upon the determination of the appointing authority, said probationary period can be extended for up to two additional three-month periods. The only exception shall be a Communications Operator who shall be subject to a probationary period of 18 months, without any extensions.

The 12-month probationary period of an employee may be extended by the appointing authority if:

- A. A license, registration, or certification is required before permanent status may be granted, provided there is a reasonable expectation that the license, registration, or certification will be awarded during the extension.
- B. The employee has had a number of supervisors during the probationary period, none of whom can realistically evaluate the probationary employee's performance.
- C. The employee, or the employee's immediate supervisor, was on leave for a significant portion of the probationary period.
- D. The employee's probationary period involved work on a specific project which has not yet been completed, but which reasonably can be expected to be completed during the extension period.
- E. It is necessary to complete background reference checks or similar investigations, provided the employee is performing satisfactorily, and the checks and investigations are expected to be completed during the extension period.
- F. The employee's performance needs improvement, but in the opinion of the appointing authority, can be expected to become satisfactory during the extended probationary period.
- G. The appointing authority identifies job-related circumstances other than those listed above.

If an appointing authority determines that the extension of an employee's probationary period is warranted, he/she shall submit to the Director of Human Resources, in writing, the reason(s) for extending the employee's probationary period within ten calendar days prior to the expiration of the probationary period. This same provision shall apply to any three-month extension of the probationary period.

No appointee shall acquire permanent civil service status until his/her probationary period has expired and unless prior to the expiration of such period the appointing authority of the appointee has recommended to the Director of Human Resources, in writing, that the appointee be given permanent civil service status. In the event the appointing authority fails to make such recommendation prior to the expiration of the probationary period, the probationary appointee's employment by the City shall terminate automatically upon the expiration of said probationary period. This same provision shall apply to any six-month extension of the probationary period.

The employee will be eligible to receive a periodic salary step increase upon the successful completion of his/her probationary period, providing the employee is not already at the top step of his/her salary range. Subsequent periodic salary step increases shall occur in accordance with Section 5.02 of this Agreement. Employees who occupy classifications which have an established 18-month probationary period will be eligible to receive a periodic salary step increase after the successful completion of 12 months of service and based upon their overall performance rating received on the 12-month performance evaluation.

5.11 Wash-Up Period

The parties agree that employees covered by this MOU who perform physical manual labor shall have a period of time before the end of their shift to wash-up and/or change clothes. Therefore, each said employee shall be entitled to 15 minutes immediately before the end of each shift and five minutes immediately before lunch for that sole purpose.

No employee covered herein shall stop work prior to the last 15 minutes of his/her work shift, and no employee will be entitled to such 15-minute wash-up time if wash-up and change of clothes is not necessary.

The City shall determine which position(s) will be covered by this provision. If an employee believes that he/she should be covered by this provision, the employee can grieve the denial of a wash-up period under Section 6.05 (Grievance and Complaint Procedure) of this Agreement.

5.12 Subcontracting

The City agrees that it will provide MEA with 30 days' notice of any proposal to subcontract work ordinarily performed by members of the bargaining unit. The City will meet and confer with MEA on any known or anticipated layoff, demotion, reclassification or involuntary transfer of employee covered herein which might result from the proposed subcontracting of such work. However, in the event the parties reach final impasse, the City is not precluded from proceeding with the proposed subcontracting of work ordinarily performed by members of the MEA bargaining unit.

5.13 Transfers

Whenever the Human Resources Department actively recruits to fill a vacancy with a job classification represented by MEA, it shall post said vacancy within the department which has the vacant position. The vacancy shall be posted for three working days based on the work schedule in effect for City Hall. There shall be no guarantee that all employees within the department will be notified of a vacant position. It shall be each employee's responsibility to check the bulletin board for the posting of the vacant position within his/her department. If there are employees in that department who hold a position in the same job classification and who wish to be transferred to the vacant position, they shall complete a transfer request form and application and submit it to the Human Resources Department by the date the three-day posting of the vacant position closes.

The Human Resources Department shall provide the appointing authority a list of employees within the department who are interested in transferring to the vacant position. However, the appointing authority shall be under no obligation to accept a transfer within the department to fill the vacant position.

Interdepartmental transfers shall be conducted in accordance with the relevant provisions of the Santa Monica Municipal Code.

5.14 Lunch Periods

Employee lunch periods shall be considered duty free. If the City seeks to direct the employee, or require that the employee provide services during the duty free lunch period, the employee shall be compensated at the applicable rate of pay for the period of time in question.

5.15 Outside Activities

An employee represented by MEA may engage in part-time or occasional outside work, occupation or business activity for remuneration or profit, hereinafter referred to as Outside Activity, outside of the employee's regular work hours as long as such Outside Activity will not interfere with the efficient and effective performance of the employee's duties with the City and as long as there is no conflict of interest between the employee's job with the City and the outside activity. The Outside Activity must be approved in advance by the Personnel Board on written recommendation of the appointing authority. Each Outside Activity request will be reviewed separately on its individual merit. An Outside Activity request will be granted or denied on the basis of the criteria for approval/disapproval which are set forth in the Santa Monica Municipal Code.

Outside activities will be reviewed on an annual basis, with the continuation of the outside activity being dependent upon Department Head recommendation and the approval of the Personnel Board. If the employee changes positions during the 12 month period following the date on which his/her outside activity was last approved, his/her outside activity will be subject to review, with the

continuation of the outside activity being dependent upon Department Head recommendation and the approval of the Personnel Board.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01 Payroll Deduction

It is mutually understood and agreed that the City will, with proper authorization from employees, process deductions from employee pay. Any or all such payroll deductions must be submitted to the payroll office during the pay period prior to the start of the deduction. Agency shop service fees shall be deducted and transmitted to MEA irrespective of employee authorization.

Any or all such payroll deductions are subject to termination by the City Manager upon 24 hours' notice for failure to comply with the provisions of this MOU.

6.02 Reasonable Notice

Reasonable written notice as defined in Government Code Section 3504.5 shall be given on all matters requiring such notice under said Section.

6.03 Association Security

A. Agency Shop

The Agency Shop provision is subject to the terms and conditions set forth in Exhibit C (Agency Shop). As long as the Agency Shop provision is in effect, employees represented by MEA will be required to either maintain active membership status in MEA or pay a service fee to MEA for collective bargaining-related services provided by the Association. The one exception will be any MEA employee who certifies that he/she is a member of a bona fide religious body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. As long as MEA can demonstrate that it has 50% membership (which does not include service fee payers), the City shall continue to grant Agency Shop to MEA.

Employees represented by MEA may elect MEA membership status or service fee payer status as they see fit and may change such status from one category to the other upon written notification to the City and MEA. If, at any time, MEA membership, which does not include service fee payers, falls below 50% (based on the number of dues paying members of MEA in comparison to the number of filled MEA positions), the Agency Shop provision will be discontinued and the obligation of MEA members to pay MEA dues and non-members to pay a service fee to MEA will cease as of the beginning of the next payroll period. The Agency Shop provision, however, will be reinstated should MEA membership once more reach the required 50% level. Such reinstatement shall be effective with the next payroll period following the determination that the 50% membership requirement has once more been met.

B. Association Lists

On request from MEA, the City shall give to MEA one copy of the list of employees in the MEA bargaining unit together with their most current addresses as they appear on the records of the City of Santa Monica. MEA shall retain such information in confidence and disclose it only to those officials of MEA whose duties require them to have access to such information.

C. Hold Harmless Clause

MEA agrees to indemnify, hold harmless, and defend the City, at MEA expense, against any claims, losses or judgments rendered against the City from any lawsuit filed by an employee or group of employees by reason of the operation of this section of the MOU.

6.04 Time Off for Association Business

The City's Employer-Employee Relations rules establishes orderly procedures for the administration of employer-employee relations between the City and MEA and for resolving disputes regarding wages, hours, and other terms and conditions of employment. The City has agreed to allow authorized MEA representatives time off with pay each fiscal year to conduct necessary association business and will give special consideration to MEA representatives with regard to the scheduling of unanticipated Association business.

As of FY2014-2015, authorized Association representatives may use up to 350 hours of time off with pay during each fiscal year to conduct necessary anticipated Association business. These 350 hours per annum represent the aggregate maximum use for all authorized representatives of the Association per annum, as opposed to 350 hours per representative per annum. Prior to such usage, authorized Association representatives must receive permission from the Department director, or his/her designee, in writing, on a form provided by the Human Resources Department. All such time off shall be reported by said Association representative's Department director, or his/her designee, to the Director of Human Resources for accounting purposes. The procedure to be followed for requesting time off for Association business is set forth in Exhibit D.

The authorized Association representative shall provide his/her supervisor with reasonable advance notice when it is necessary for the Association representative to attend to Association business pursuant to this Agreement. Time off to attend to Association business shall not be unreasonably denied. Denials of time off shall be in writing and shall state the reason(s) for the denial. The Association representative has the right to challenge the denial of time off for Association business by submitting a grievance, in writing, to the Director of Human Resources. The Director of Human Resources shall investigate and determine whether or not the request for time off to attend to Association business was unreasonably denied.

Time spent in face-to-face MOU negotiations or any impasse procedure pertaining to MOU negotiations will not count as time off for Association business. However, the number of MEA employees who will be released by the City for face-to-face MOU negotiations or any impasse procedure pertaining to MOU negotiations shall not exceed seven employees.

6.05 Grievance & Complaint Procedure

A. Grievances and appeals of non-probationary employees covered herein which involve removals, demotions or suspensions shall be subject to the procedures outlined in the Santa Monica Municipal Code, which shall constitute the sole administrative recourse available under the terms of this MOU.

B. All other grievances shall be resolved in the following manner:

(1) Informal Discussion

The aggrieved employee(s) is encouraged to meet with the immediate supervisor to discuss the problem in an effort to clarify the problem and to work cooperatively towards settlement.

(2) First Step

If the matter cannot be satisfactorily resolved within 30 calendar days of the event giving rise to the grievance [or in the event that the employee could not have known of the event giving rise to the grievance, within 30 calendar days of learning of the event], the employee, or MEA on behalf of employee, shall submit the grievance in writing, stating the nature of the grievance and the desired solution to the second level supervisor, if any. The employee must state, in writing, the section of the MOU, Department policy and/or procedure, Municipal Code, and/or City Charter which is alleged to have been violated in their grievance.

The second level supervisor shall meet with the grievant and the grievant's representative(s), if any, no later than the grievant's fifth regularly scheduled work day following presentation of the grievance. Within five calendar 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.

(3) Second Step

If the grievance is not resolved at the first step, the grievance may be referred within ten calendar days to the Department Head, who

shall meet with the employee and the representative in an attempt to resolve the grievance within the grievant's fifth regularly scheduled work day following the receipt of the grievance. Within five calendar days following such meeting, the Department Head shall give a written decision to the grievant.

(4) Third Step

If the grievance is not resolved at the second step, the grievance may be forwarded within 10 calendar days to the Director of Human Resources, who shall meet with the employee and the representative within 5 calendar days following receipt of the grievance. The Human Resources Director shall make such investigation as required and make recommendations to the City Manager no more than 10 calendar days following the meeting with the employee and the representative. Within 20 calendar days thereafter, the City Manager shall render a written decision, which shall be final.

C. General Provisions

- (1) A grievance will only be considered if it is filed within 30 calendar days of the event giving rise to the grievance or, in the event that the employee could not have known of the event giving rise to the grievance, within 30 calendar days of when the employee knew or should have known about the event.
- (2) All time periods in this Section may be extended by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the grievant or render a decision within the time limits specified, the employee may immediately exercise the next step in the grievance process.
- (4) 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.
- (5) For purposes of this Section, "days" shall mean regularly scheduled work days of the affected employee(s) unless otherwise specified.
- (6) Letters of reprimand are not grievable. The appropriate remedy is for the employee to attach a rebuttal to the written reprimand before it is included in his/her personnel file. Employee may also submit a written request for review of a written reprimand to the Department

Director. The Director shall acknowledge and provide written receipt of the employee's rebuttal.

D. Representation

- (1) Employees shall have the right to represent themselves individually in grievance matters, or to be represented by MEA and/or MEA's designee.
- (2) MEA shall notify the Director of Human Resources, in writing, of its designated employee grievance representatives and shall provide notifications of any change in such representatives. At the Informal Step and Step 1, MEA representatives may represent the grievant. At Step 2 and Step 3 and at any Personnel Board hearing, MEA may also designate an outside representative to represent the grievant or MEA.
- (3) A grievant will be given reasonable time off, not to exceed one full work day, to process his/her grievance. Such time off can be taken in one hour increments. A witness in any grievance meeting or hearing held during work hours shall be given reasonable time off, as determined by management. An MEA employee grievance representative will be given reasonable time off to investigate and/or process grievances. Such time off shall count as time off for Association business. The grievant will be granted one work day, defined as eight hours without loss of pay or benefits to attend any grievance meeting or hearing held during the employee's normal work hours.

Before performing grievance work, MEA representatives shall obtain permission for time off for Association business in accordance with Section 6.04 of this Agreement. Before attending grievance meetings or hearings, the grievant and/or witness shall obtain permission from his/her immediate supervisor. When the grievance work or grievance meeting is completed, the MEA employees released under this Section shall return to work and complete their assigned work shifts if the work shift has not yet ended. 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 24 hours of such request.

6.06 Right to Association Representation

Employees covered herein shall have the right to MEA representation at any meeting with representative(s) of the City which, in the employee's opinion, may

result in disciplinary action. However, the employee cannot unreasonably delay such a meeting by requesting representation by a specific MEA representative who is not available if another MEA representative is available to attend the meeting with representatives of the City.

6.07 Disciplinary Action

- A. Permanent employees covered herein shall be subject to discipline only for just cause.

All disciplinary actions will normally be based on the contents of the employee's official personnel file except that there shall be no requirement that employee counseling documentation (e.g., supervisor notes re: discussions/meetings with an employee about performance issues or other problems) be included in said file. This does not, however, preclude an appointing authority from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause. Performance deficiencies documented in the employee's performance evaluation may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Progressive discipline will be used, with the disciplinary action taken being dependent upon the severity of the incident on which the disciplinary action is based. The severity of the incident, however, can result in the immediate termination of an employee even though there has not been any prior disciplinary action taken against that employee.

The written notice of discipline will inform the MEA employee that he/she has the right to consult MEA with regard to the disciplinary action being taken.

Disciplinary action based on employee misconduct shall be initiated within one year from the date the appointing authority had knowledge of the incident except in instances when an investigation is ongoing and the employee has been notified of the investigation.

- B. The following procedures shall govern the meetings between MEA represented employees and the Police Department Internal Affairs Division. These procedures only apply where the allegations pertaining to the MEA employee are of a non-criminal nature. Allegations pertaining to the MEA employee which involve a criminal matter shall be governed by the procedure used by Internal Affairs to investigate criminal matters.

- (1) Any time Internal Affairs requests to meet with the employee in the MEA bargaining unit, said employee shall be informed of his/her right to have an MEA representative present and, if the employee elects to be represented by MEA, he/she shall be provided with a reasonable amount of time to obtain such representation. The employee's MEA representative may participate in the interview of the employee by Internal Affairs. The MEA representative can advise the MEA employee and provide any information which he/she believes to be relevant to the matter being investigated by Internal Affairs. The MEA employee will be entitled to make any statement for the record which he/she believes to be appropriate. All records pertaining to the subject of the interview will be provided to the employee upon request.
- (2) If Internal Affairs audio and/or video tapes the interview of the MEA employee, the entire interview will be taped. The MEA employee and/or his/her representative may also tape the interview or may request that Internal Affairs provide the MEA employee with a copy of the interview tape.
- (3) No MEA employee will involuntarily be subject to a polygraph examination. If the MEA employee agrees to a polygraph examination, a written consent form containing the employee's signature will be required. Said consent form will also clearly state the employee's right to MEA representation. If the employee elects to be represented by MEA, he/she shall be provided with a reasonable amount of time to obtain such representation. However, the MEA representative will not be allowed to be present in the examination room during the actual administration of the polygraph examination. At the written request of the MEA employee, a copy of the polygraph examination results, along with any written report regarding the results of the examination, shall be provided to the MEA employee.

- C. Last chance agreements in lieu of disciplinary action will only be used in substance abuse cases or in the case of performance problems which have been documented in the employee's performance evaluation.

6.08 Notification of New Hires

It is hereby agreed that the Human Resources Department shall provide the MEA President with the name of each permanent employee whose job title entitles him/her to MEA representation as soon as is practicable after hire or transfer.

6.09 Employer-Employee Relations Meetings

The Human Resources Director, or his/her designee, and one additional Human Resources Department staff member will strive to meet, as schedules permit, on a monthly basis with the MEA President and MEA Vice-President, or their designee(s). The purpose of the meetings will be to discuss and attempt to resolve any labor-management problems and/or issues that should arise during the term of this Agreement. Mandatory subjects of bargaining will not be discussed. However, if both the City and MEA agree that there needs to be a change made to the MOU, an amendment to the MOU, subject to ratification by MEA and approval of City Council, can be made during the term of this Agreement.

6.10 Performance Evaluation Appeal Procedure

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluation. However, a probationary employee may attach a response to his/her performance evaluation, with the response to be filed in his/her personnel file.

A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.
- (4) An employee can elect to file a response to his/her performance evaluation: a) in lieu of appealing the performance evaluation; b) at any time during the appeal procedure if he/she decides to not take the appeal to the next level listed in the appeal procedure; or c) he/she is not satisfied with the City Manager’s written decision. The response will be attached to the performance evaluation and filed in the employee’s personnel file.
- (5) An overall performance evaluation rating of “Meets Overall Standards” is not appealable beyond the Department Head. However, the employee may submit a written rebuttal for

consideration to the Department Director. The Director shall acknowledge and provide written receipt of the employee's performance evaluation rebuttal. An overall performance evaluation rating of "Exceeds Standards" is not appealable.

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

(1) Informal Discussion

If an employee believes that his/her performance evaluation does not correspond to the facts, the employee is encouraged to meet with his/her supervisor who completed the evaluation.

(2) First Step

The employee must submit his/her appeal to the Department Head within ten calendar days following the employee's receipt of his/her performance evaluation, and the appeal to the Department Head must be submitted in writing, with the employee specifically stating the reasons why he/she believes the performance evaluation needs to be revised.

(3) Second Step

The Department Head, or his/her designee, shall meet with the employee within seven calendar days from the date on which the Department Head's office receives the appeal from the employee. Within seven calendar days following such meeting, the Department Head, or his/her designee, shall give a written decision to the employee. If the appeal is based on a performance evaluation for which the overall performance rating is "meets overall standards" or "exceeds standards," the decision of the Department Head shall be final.

(4) Third Step

If the appeal is not based on a performance evaluation for which the overall performance rating is "meets overall standards" or "exceeds standards" and the employee is not satisfied with the decision of the Department Head, within seven calendar days following receipt of the Department Head's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall meet with the employee within seven calendar days following receipt of the performance evaluation appeal. The Human Resources Director, or his/her designee, shall make such investigation as required and make recommendations to the City

Manager no more than seven calendar days following the meeting with the employee. Within seven calendar days following receipt of the Human Resources Director's recommendation, the City Manager shall render a written decision, which shall be final.

C. Representation


- (1) An employee shall have the right to represent him/herself individually or to be represented by MEA if the employee elects to appeal his/her performance evaluation.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 31st day of May 2015.

MEA BARGAINING COMMITTEE:



Linnea Hernandez, President



Suzie Lockwood



Micah Michalski



Gene Higginbotham

ATTEST:



SARAH P. GORMAN
City Clerk

CITY OF SANTA MONICA
a municipal corporation

By: 

ELAINE M. POLACHEK
Interim City Manager

APPROVED AS TO FORM:



MARSHA JONES MOUTRIE
City Attorney

EXHIBIT A - REPRESENTED CLASSIFICATIONS

ADMINISTRATIVE STAFF ASSISTANT	DEPUTY CITY CLERK
ADMINISTRATIVE STAFF ASSISTANT- ENVIRONMENTAL PROGRAMS	EMPLOYEE BENEFITS TECHNICIAN
AIRPORT NOISE/OPERATIONS SPECIALIST	ENGINEERING TECHNICIAN
ANIMAL CARE ATTENDANT	ENVIRONMENTAL COMPLIANCE SPECIALIST
ANIMAL CONTROL OFFICER	EVENT COORDINATOR
BUILDING & SAFETY PERMIT SPECIALIST I	EXECUTIVE ADMINISTRATIVE ASSISTANT
BUILDING & SAFETY PERMIT SPECIALIST II	FARMERS' MARKET ASSISTANT
BUILDING SYSTEMS TECHNICIAN	FARMERS' MARKET COORDINATOR I
BUSINESS ASSISTANT	FIELD INSPECTOR I
BUYER	FIELD INSPECTOR II
CABLE TV PROGRAMMING SPECIALIST	FIRE CODE ENFORCEMENT OFFICER I
CEMETERY SERVICES REPRESENTATIVE	FIRE CODE ENFORCEMENT OFFICER II
CHIEF POOL LIFEGUARD	FIRE SAFETY COORDINATOR
CITY PLANNING DIVISION ASSISTANT	FIREFIGHTER RECRUIT
CITY PLANNING STAFF ASSISTANT	FISCAL STAFF ASSISTANT I
CODE ENFORCEMENT OFFICER I	FISCAL STAFF ASSISTANT II
CODE ENFORCEMENT OFFICER II	FISCAL STAFF ASSISTANT III
CODE ENFORCEMENT SPECIALIST	FORENSIC SPECIALIST
COMBINATION BUILDING INSPECTOR I	FORENSIC TECHNICIAN
COMBINATION BUILDING INSPECTOR II	FUNERAL SERVICES TECHNICIAN
COMBINATION BUILDING INSPECTOR III	GRAPHIC DESIGN ASSISTANT
COMMUNICATIONS OPERATOR – FIRE	GRAPHIC DESIGNER
COMMUNICATIONS OPERATOR – FIRE/LATERAL TRANSFER	GUEST SERVICES ASSISTANT
COMMUNICATIONS OPERATOR – POLICE	GUEST SERVICES COORDINATOR
COMMUNICATIONS OPERATOR/ POLICE – LATERAL TRANSFER	HAZARDOUS MATERIALS TECHNICIAN
COMMUNITY SERVICES OFFICER	HOUSING INSPECTOR
COMMUNITY SERVICES PROGRAM COORDINATOR	HOUSING SPECIALIST
COMMUNITY SERVICES PROGRAM SPECIALIST	HUMAN RESOURCES ASSISTANT
COMPUTER SUPPORT SPECIALIST	HUMAN RESOURCES SPECIALIST
COMPUTER SUPPORT TECHNICIAN I	HUMAN RESOURCES STAFF ASSISTANT
COMPUTER SUPPORT TECHNICIAN II	HUMAN RESOURCES TECHNICIAN
CONSTRUCTION SPECIALIST	JAIL SERVICES ATTENDANT
COURT SERVICES COORDINATOR	JAILER
CRIME PREVENTION COORDINATOR	LEAD ANIMAL CONTROL OFFICER
CRIMINAL INVESTIGATIONS SUPPORT SPECIALIST	LEAD ANIMAL CONTROL OFFICER
CULTURAL AFFAIRS COORDINATOR	LEAD CODE ENFORCEMENT OFFICER
CUSTOMER SERVICE ASSISTANT	LEAD COMBINATION BUILDING INSPECTOR
	LEAD COMMUNITY SERVICES OFFICER II
	LEAD CRIME PREVENTION COORDINATOR
	LEAD CROSSING GUARD
	LEAD CUSTOMER SERVICES ASSISTANT
	LEAD FORENSIC SPECIALIST

LEAD JAILER
LEAD PUBLIC SERVICES OFFICER
LEAD RESOURCE RECOVERY &
RECYCLING BILLING SPECIALIST
LEAD TRAFFIC SERVICES OFFICER
LEAD TRAFFIC SIGNAL TECHNICIAN
LIBRARY ASSISTANT
LIBRARY ASSISTANT II
LIBRARY ASSISTANT III
LIBRARY SERVICES OFFICER
MAIL COURIER
MOTOR COACH OPERATOR TRAINING
COORDINATOR
PARKING CITATION REVIEW OFFICER
PARKING OPERATIONS SPECIALIST
PARKING PERMITS ASSISTANT
PAYROLL TECHNICIAN
PERMIT SPECIALIST
PIER & HARBOR SERVICES OFFICER
PLANS EXAMINER I - ELECTRICAL
PLANS EXAMINER II - ELECTRICAL
PLANS EXAMINER III - ELECTRICAL
PLANS EXAMINER I -
MECHANICAL/PLUMBING
PLANS EXAMINER II -
MECHANICAL/PLUMBING
PLANS EXAMINER III -
MECHANICAL/PLUMBING
POLICE OFFICER TRAINEE
POLICE PERSONNEL SERVICES
TECHNICIAN
POLICE PROPERTY EVIDENCE CLERK
POLICE RECORDS TECHNICIAN
PROJECT SUPPORT ASSISTANT
PUBLIC SAFETY DISPATCHER
PUBLIC SERVICES OFFICER
PUBLIC WORKS INSPECTOR
PUBLIC WORKS UTILITY INSPECTOR
RECORDS MANAGEMENT ASSISTANT
RECYCLING ASSISTANT
RECYCLING COORDINATOR
REPROGRAPHICS SPECIALIST I
REPROGRAPHICS SPECIALIST II
RESOURCE RECOVERY & RECYCLING
BILLING SPECIALIST

REVENUE COLLECTIONS ASSISTANT
REVENUE OPERATIONS ASSISTANT I
REVENUE OPERATIONS ASSISTANT II
RISK MANAGEMENT TECHNICIAN
SENIOR DRAFTING TECHNICIAN
SENIOR PUBLIC WORKS INSPECTOR
SENIOR REVENUE COLLECTIONS
ASSISTANT
SENIOR REVENUE OPERATIONS
ASSISTANT
STAFF ASSISTANT I
STAFF ASSISTANT II
STAFF ASSISTANT III
SUPPORT SERVICES LEAD
SUSTAINABLE OUTREACH
COORDINATOR
SWIM INSTRUCTOR/LIFEGUARD
TECHNICAL STAFF ASSISTANT
TRAFFIC SERVICES OFFICER
TRAFFIC SIGNAL TECHNICIAN
TRANSIT MAINTENANCE TRAINING
COORDINATOR
TRANSIT OPERATIONS ASSISTANT
TRANSIT SAFETY & SECURITY
COORDINATOR
TRANSPORTATION MANAGEMENT
SPECIALIST
TRANSPORTATION PLANNING
TECHNICIAN
UTILITIES BILLING SPECIALIST
VENUE SERVICES ASSISTANT
VIDEO PRODUCTION COORDINATOR I
VIDEO PRODUCTION COORDINATOR II
WATER PRODUCTION & TREATMENT
PLANT OPERATOR TRAINEE
WATER RESOURCES OUTREACH
ASSISTANT
WATER RESOURCES SPECIALIST
WORKERS' COMPENSATION CLAIMS
TECHNICIAN
YOUTH AND FAMILY SERVICES
SUPPORT COORDINATOR

EXHIBIT B - TEMPORARY APPOINTMENTS

City of Santa Monica Personnel Board Personnel Rules & Regulations Temporary Appointments

To implement Sections of the Santa Monica Municipal Code, which pertain to temporary/acting appointments to positions in the classified service, the Santa Monica Personnel Board adopted the following rules and regulations:

A temporary/acting appointment of a regular employee can be made when:

- 1) a budgeted position has become temporarily vacant due to the vacation, sick leave or other temporary absence of the permanent incumbent in the equal or higher classification; or
- 2) there is no valid eligible list for a vacant budgeted permanent position in an equal or higher classification.

Should a vacancy occur when an eligible list for a particular classification is not available to fill the position on a permanent basis, the appointing authority shall notify the Human Resources Department. The Human Resources Department shall post the vacancy for five calendar days so that interested employees may file an application. Temporary appointees will be selected from applicants for the position who have applications on file in the Human Resources Department and who meet the minimum qualifications for the position.

Applications shall be screened and reviewed for minimum qualifications before being made available to the appointing authority.

The appointing authority shall select the temporary appointee(s) from the qualified applicants. The appointment shall be for a period not to exceed 60 days, subject to the approval of the Director of Human Resources and the City Manager.

Appointments shall be reported to the Personnel Board at its next meeting. Subject to Personnel Board approval, temporary appointments may be renewed if necessary to complete the examination process or cover the absence of a permanent incumbent. The Board may disapprove any temporary appointment or renewal of any temporary appointment that it determines is not justified. Each renewal of a temporary appointment shall not exceed 60 days.

NOTE: This policy and procedure does not apply to as-needed employees hired to fill a temporary vacancy. The policy and procedures with regard to the hiring of as needed employees would apply.

Adopted by the Santa Monica Personnel Board at a special meeting on December 8, 1994.

SIGNED COPY ON FILE
Robert Sullivan, Chairperson
Santa Monica Personnel Board

EXHIBIT C - AGENCY SHOP

As long as MEA can demonstrate that it has a 50% membership (based on the number of MEA dues paying members in comparison to the number of all filled MEA positions), the City agrees to grant MEA 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, execute a payroll deduction authorization form as furnished by MEA, and thereby either: 1) become and remain a member in good standing in MEA; or 2) pay to MEA a monthly service representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of MEA during the term of this MOU.
- (2) Employees represented by MEA may elect MEA membership status or service fee payer status as they see fit and may change such status from one category to the other upon written notification to the City and MEA. If, at any time, MEA membership (which does not include service fee payers) falls below 50% (based on the number of dues paying members of MEA in comparison to the number of filled MEA positions), the Agency Shop provision will be discontinued and the obligation of MEA members to pay MEA dues and non-members to pay a service fee to MEA will cease as of the beginning of the next payroll period. The Agency Shop provision, however, will be reinstated should MEA membership once more reach the required 50% level. Such reinstatement shall be effective with the next payroll period following the determination that the 50% membership requirement has once more been met.
- (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 MEA, 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 MEA 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 MEA.

- (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 service fees or other authorized payments to MEA, or amounts in lieu of service fees to specified authorized charities. Enforcement of the payments that unit employees are obligated to make under the above paragraphs shall be within the discretion and the sole responsibility of MEA by way of civil court action against such allegedly non-complying unit employee.
- (6) MEA shall, within 60 days after the end of its 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 MEA, 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 MEA, the City shall furnish MEA 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.

EXHIBIT D - PROCEDURE FOR REQUESTING TIME OFF FOR ASSOCIATION BUSINESS

1. The Association representative shall provide his/her supervisor with a request for time off for Association business on a form provided by the Human Resources Department. The request shall be made with reasonable advance notice.
2. If the supervisor approves the request, the approval is noted on the request form. A copy of the signed request form is forwarded by the supervisor to the Human Resources Department and a copy of the request form is returned to the Association representative.
3. The Human Resources Department shall keep an accounting of hours used by the Association.
4. If the request is denied, the denial shall be in writing and shall state the reason(s) for the denial.
5. The Association shall have the right to challenge the denial of time off for Association business by submitting a grievance, in writing, to the Director of Human Resources. The Director of Human Resources shall investigate and determine whether or not the request for time off to attend to Association business was unreasonably denied.

EXHIBIT E - CLASSIFICATION & COMPENSATION STUDIES

How a study can be initiated:

- A request for a study can be submitted by the employee
- A request for a study can be submitted by the employee's department head
- The HR Director can determine that a study is needed

When a study request can be submitted to the Human Resources Department:

- The study request can be submitted at any time during a fiscal year

When the results of a study can be implemented:

- Included in an MOU that is up for negotiation
- Included in the annual budget adopted by City Council

A position will be studied only if both of the following criteria are met:

- There has been a substantive change in the duties and responsibilities of the employee's position, as evidenced by the information contained in the Position Description Questionnaire that has been completed by the employee and approved by his/her immediate supervisor and his/her department head
- The position has not been studied within the past 36 months

How the results of a classification study will be implemented:

- A reclassification to a **higher**-level position classification, with a higher salary range, will result in the employee being placed at whatever salary step results in at least a 5% increase, providing the top step of the new salary range cannot be exceeded
- A reclassification to a **lower**-level position classification, with a lower salary range, will result in the employee being placed in the salary range of the lower-level position classification. The employee's salary will be Y-rated until the salary range of the lower-level position classification equals or exceeds the Y-rated salary.

How the results of a compensation study will be implemented:

- If a higher salary is warranted, the salary increase will be implemented as a part of the annual budget or as part of an MOU that is up for negotiation. There will not be a retroactive implementation unless the MOU is retroactively implemented.
- If a lower salary is warranted, the employee's salary will not be changed.

EXHIBIT F - SECTION 2.09 EXAMPLES

1. Fire Communications Center functions were contracted out for approximately a year to the County. Because that was not a budget cut but instead was for efficiency and supposedly better service, the employees were Y-rated. Under the current language they still would be.
2. If the City Manager asked that all departments take a 10% across the board budget cut, and positions were eliminated for that purpose, the employees would not be Y-rated and instead would have rights under the layoff procedures in the MEA MOU and the Municipal Code.
3. The Police Department decides that instead of a Lead CSO position they need a CSO Supervisor. They delete the Lead position and add a Supervisor position. If the individual in the Lead position fails to get the Supervisor position, the individual would be Y-rated and demoted to a position in the series that their classification was part of, i.e. CSO.