

CITY OF SANTA MONICA EMPLOYMENT AGREEMENT

This Employment Agreement, entered into this ___ day of May 2022 (“Execution Date”), and effective as of June 6, 2022 (“Employment Date”), by and between the City of Santa Monica, a California municipal corporation ("City"), and Douglas Sloan ("Sloan" or "Employee"), is made with reference to the following.

RECITALS

- A. On May 10, 2022, the Santa Monica City Council appointed Sloan to the position of City Attorney of the City of Santa Monica effective as of June 6, 2022.
- B. The City and Sloan wish to enter into an agreement setting forth the terms and conditions of Sloan’s employment as the City Attorney of the City of Santa Monica.
- C. The City Council and Sloan both prefer that Sloan, during his employment as City Attorney, live in Santa Monica.

NOW, THEREFORE, City and Sloan agree as follows.

TERMS AND CONDITIONS

1. Salary.

Commencing as of the Employment Date, City agrees to pay Employee a base annual salary in the amount of Three Hundred Twenty Thousand One Hundred Thirty-Six dollars and no cents (\$320,136.00)(Step 5), payable in installments in the same manner and at the same time as other City employees are paid.

2. Performance Evaluations.

The City Council will complete formal performance evaluations of Employee’s performance in the position of City Attorney as follows. (a) initial evaluation after completion of first six months of employment; (b) second evaluation after completion of first twelve months of employment; (c) thereafter, an annual evaluation after completion of every twelve months of employment.

3. Other Terms of Employment.

3.1 Duration of agreement. Following Employee’s commencement of employment as the City Attorney on the Employment Date, this Agreement shall continue in full force and effect for a period of five years until June 6, 2027 (the “Initial Term”), or such earlier date on which Employee, pursuant to the terms of this Agreement, is no longer employed

by City as its City Attorney, whether as the result of resignation, termination, separation, or any other reason. On June 7, 2027, and on each succeeding June 7 while this Agreement is in effect, the Initial Term, and any subsequent term resulting from extension, of this Agreement shall be automatically extended for successive periods of one (1) year.

3.2 Termination of Employment. The City Attorney position is an at-will position, subject to termination by the City Council at any time. Upon resignation, you shall provide a 90-day written notice.

3.3 Severance. The position of City Attorney may be terminated at the discretion of the City Council in accordance with the procedures set forth in City Charter Section 700. In the event of such a termination of Employee's employment, or upon Employee's separation from employment by mutual agreement documented in writing between City and Employee, City shall pay to Employee severance pay in an amount equal to nine (9) months of Employee's base bi-weekly salary, such payment to be made within thirty (30) days of Employee's termination or separation from employment. Severance pay shall not be required pursuant to this paragraph, and Employee shall not be entitled to any severance pay only if: (a) Employee resigns or retires; (b) the termination of Employee from the position of City Attorney was the result of good cause as defined below; or (c) Employee moves from employment by City in the position as City Attorney to employment by City in any other position. For purposes of this Agreement, good cause is defined only as follows: (1) conviction of Employee, whether by verdict or plea of guilty or nolo contendere, of any crime of moral turpitude; (2) willful misconduct by Employee; or (3) proven failure of Employee to observe or perform any of his duties and obligations as City Attorney, if that failure continues for a period of thirty (30) calendar days from the date of Employee's receipt of written notice from the City Council specifying the acts or omissions deemed to constitute that failure.

3.4 CalPERS Retirement. California Public Employees' Retirement System (CalPERS) retirement formula is based on appointment date and membership status with CalPERS. The City does not participate in Social Security but does participate in Medicare, which requires a 1.45% contribution by both the employee and the City.

- 4. City-paid Health Insurance.** The City pays 92% of the medical insurance premium for employee and eligible dependents. Employee contributes 8% towards the premium. The City pays 100% of premiums for dental and vision plans and Employee Assistance Program for employee and eligible dependents. Employees who elect cash-in-lieu of medical coverage, are entitled to a bi-weekly taxable payment in the amount of \$69.23 (\$1800/annually).
- 5. Retiree Medical.** The City contributes into a retiree medical trust (\$176.56 per month as of January 2022). Upon eligibility, the City pays for retiree's (employees only) medical insurance up to age 70, as provided in the Executive Pay Plan (EPP) Resolution.
- 6. Long Term Disability Insurance.** The City pays the premium for LTD coverage.

7. **Supplemental Retirement Plans.** A 457 plan is available for voluntary participation. A 401(a) plan is also provided and there is a \$625/month employee contribution with a one-time option to opt-out of the plan. The City contributes \$190/month to the 401(a) plan.

8. **Holiday/Vacation/Sick Leave.**

14 holidays, includes 2 floating holidays, one of which can be cashed out at the end of the fiscal year.

21 vacation days/year, which accrues at 1.75 days per month. This is a higher accrual rate based on your years of service in public sector. Following completion of the first six calendar months of service, you will receive 48 hours of vacation in your account. Thereafter, you will accrue 14 hours per month. A bank of 40 hours of vacation will be available immediately.

One (1) sick leave day per month. Sick leave accrued but not used in a fiscal year can be cashed out at the end of the fiscal year based on the formula outlined in the Executive Pay Plan. A bank of 40 hours of sick will be available immediately.

9. **Term Life Insurance.** City-paid term life insurance coverage of two times your base salary, rounded to the next \$1,000, not to exceed \$500,000.

10. **Management Leave Days.** You will receive three days of non-cashable leave and one day of cashable leave July 1st of each fiscal year. The non-cashable days must be taken by the end of the fiscal year and cannot be carried over to the following year. The cashable day must be used by or cashed out at the end of the fiscal year.

11. **Tuition Reimbursement.** Participants of the Executive Pay Plan are reimbursed tuition and required study material reimbursement for career improvement or job enhancement courses approved by the City Manager or authorized designee up to \$2,000/annually. Professional dues, memberships, and continuing education are considered within the City Attorney's Office department budget.

12. **Relocation Costs.** City shall reimburse you for moving expenses (up to \$20,000 based on actual invoices). You shall obtain three bids for moving services, provide those bids to the Mayor and confer with the Mayor to arrive at a mutually agreed on selection of moving services, and provide to City receipts for the payment of moving expenses.

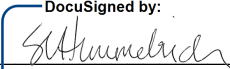
13. **Temporary Rental Assistance.** City shall provide \$3,000 per month for a maximum of 7 months for temporary rental housing allowance during the time on and after the employment date in which you are living in temporary rental housing in Santa Monica (or as close to Santa Monica as possible if you are not able to obtain temporary rental housing within Santa Monica) prior to moving into a permanent residence, whether rented or owned, in Santa Monica, or as close as possible to Santa Monica.

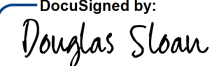
14. **Executive Pay Plan.** You will receive any other benefits provided under the terms of the Executive Pay Plan which covers department head positions. A copy of the Executive Pay Plan in effect for the period July 1, 2021 to June 30, 2022 is attached as Exhibit A and incorporated herein by reference. To the extent provisions in this Agreement differ from provisions in the Executive Pay Plan, the provisions of this Agreement shall control.
15. **Exempt Employee.** As City Attorney, Employee will be an exempt employee under the Fair Labor Standards Act, work during normal business hours of City and, in addition, devote whatever time is necessary to accomplish the work of his position without eligibility to accrue compensatory time or to be paid overtime compensation. As a result, Employee will not have to account for his work time on an hourly basis and will only need to account for each full day of absence that occurs on a regularly scheduled workday.
16. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and Employee.
17. **No Presumption Against Any Party.** This Agreement is the product of the efforts of all parties, and the terms of this Agreement shall not be construed or interpreted for or against any party solely on the grounds that the party proposed or drafted a particular clause.
18. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
19. **Venue and Jurisdiction.** Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
20. **Severability.** If any part, term, or provision of this Agreement is declared or determined by a court to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby, and the illegal, invalid, or unenforceable part, term, or provision shall either be deemed modified in such manner as to render such part, term, or provision legal, valid, and enforceable to the fullest extent permitted by law or shall be deemed not to be a part of this Agreement.

- 21. **Waiver of Breach.** A non-breaching party may waive the breach of any provision of this Agreement only by executing a writing. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
- 22. **Indemnification.** To the full extent of the law as provided by the California Government Claims Act (formerly the California Torts Claims Act (Government Code Section 810, et seq.)), City shall defend and indemnify Employee against any claim or action filed against Employee for injury or loss arising out of an act or omission occurring within the scope of the Employee's duties on the City's behalf for the period of Employee's employment, subject to the limitation of the California Government Claims Act.
- 23. **Electronic Signatures.** Each party agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that if such party signs this Agreement using an electronic signature, it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.
- 24. **Counterparts.** This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

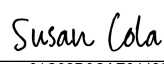
In witness whereof, this Agreement was executed on the day and year first written above.

CITY OF SANTA MONICA,
a municipal corporation


DocuSigned by:
 By. 
 Sue Hammerich, Mayor
 Date. 5/11/2022

DocuSigned by:
 By. 
 Douglas Sloan
 Date. 5/11/2022

APPROVED AS TO FORM.

DocuSigned by:

 Susan Y. Cola, Interim City Attorney
 Date. 5/11/2022

ATTEST.

DocuSigned by:

 Denise Anderson-Warren, City Clerk
 Date. 5/11/2022

cc: Human Resources

Exhibit A

**EXECUTIVE PAY PLAN
In effect July 1, 2021 – June 30, 2022**

[Behind this page]

CITY OF SANTA MONICA
EXECUTIVE PAY PLAN
JULY 1, 2020 - JUNE 30, 2021
CONTRACT No. (CCS)

TABLE OF CONTENTS

Page

A. Term of Pay Plan 1

B. Participants 1

C. Compensation 1

D. Hours of Work and Overtime 2

E. Overpayment Remedy 2

F. Pay for Serving in a Higher Job Classification 2

G. Retirement 2

H. Health and Dental Insurance 5

I. Vision Care..... 5

J. Employee Assistance Program 5

K. Life Insurance 5

L. Long Term Disability Insurance 5

M. Retiree Medical Insurance 6

N. Annual Physical Exam..... 6

O. Tuition Reimbursement 6

P. Deferred Compensation 7

Q. Supplemental Retirement Plan..... 7

R. Paid Holidays 7

S. Vacation Leave 8

T. Sick Leave..... 10

U. Bereavement Leave..... 12

V. Jury Duty..... 12

W. Workers' Compensation Leave 13

X. Sabbatical Leave 13

Y. Severance Pay..... 14

Z. Management Leave 14

A. Term of Pay Plan

This Executive Pay Plan (“EPP”) is effective as of July 1, 2020, until June 30, 2021, or until such time that a successor pay plan is approved.

B. Participants

Participants in the Executive Pay Plan include Department Heads, and each City employee who has a separate employment agreement providing for participation in the Executive Pay Plan.

Each employee who chooses to be individually represented has the right to stop participation in the Executive Pay Plan and to request representation by an appropriate unit in accordance with the City’s Employer-Employee Relations rules. Employees who exercise that right cannot again become participants in the Executive Pay Plan during the term of this Resolution.

C. Compensation

Effective August 2, 2020:

- a. EPP Department Heads (except the Police Chief and Fire Chief) whose base salary exceeds \$200,000 per year shall have their salary reduced by three Steps (i.e., a 15% reduction).
- b. EPP Department Heads whose base salary is less than \$200,000 per year, and the Deputy City Manager, shall have their salary reduced by two Steps (i.e., a 10% reduction).
- c. The Police Chief and Fire Chief shall have their base salary reduced by 7.5%.
- d. EPP participants who are not Department Heads or the Deputy City Manager, and who are located in the City Manager’s Office, shall have their base salary reduced by 5%.
- e. The salary reductions stated above shall automatically expire on June 30, 2021. The base salaries of EPP participants shall revert to the base salaries that were in effect as of June 30, 2020.

2. Educational Incentive

Effective July, 1, 2018, the Police Chief and Fire Chief shall each receive a flat \$230.77 bi-weekly education incentive for a POST Executive Certificate or Master’s Degree for the Police Chief, and for a Chief Fire Officer (CFO) or Master’s Degree for the Fire Chief.

3. In an effort to address salary compaction, the City Manager may authorize a differential of up to 15% between the base salary of a position in the Executive Pay Plan and the base salary of the next highest-paid subordinate. Additionally, the City Manager may authorize a differential of 5% between the compensation of the Assistant City Manager and the compensation of the highest-paid Department Head.

D. Hours of Work and Overtime

Participants in the Executive Pay Plan are exempt employees under the Fair Labor Standards Act, work during normal business hours of the City and, in addition, devote whatever time is necessary to accomplish the work of their position without eligibility to accrue compensatory time or to be paid overtime compensation. As a result, employees do not have to account for their work time on an hourly basis and only need to account for each full day of absence that occurs on a regularly scheduled work day.

E. Overpayment Remedy

Participants in the Executive Pay Plan shall reimburse the City for any overpayment of wages or benefits. Said reimbursement is not required until the City notifies the affected employee in writing. Reimbursement may be accomplished by a lump sum deduction from the next payroll warrant issued to the employee following notification, or by other reasonable repayment method mutually acceptable to the employee and the City, except that a lump sum deduction will be required if the next payroll warrant issued to the employee is the final or termination warrant.

F. Pay for Serving in a Higher Job Classification

If an employee is assigned on an interim or acting basis to a vacant position in a higher level job classification, the employee shall receive the salary rate for the higher level job classification at the lowest salary step of the salary range that provides an increase of at least 5% over his/her current salary, for all such work days assigned in the higher level job classification.

G. Retirement

The City is a contract member of the California Public Employees' Retirement System (CalPERS), and it is understood and agreed that such membership will be maintained and that employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the Santa Monica City Council. The terms and conditions regarding CalPERS retirement and optional benefits for miscellaneous employees between the City and Administrative Team Associates (ATA), Management Team Associates (MTA), Municipal Employees Association (MEA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union

(PALSSU), Supervisory Team Association (STA), The International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD) Local 1785, International Brotherhood of Teamsters (IBT) Local 911, and EPP participants are covered by an Umbrella Agreement between the City and a Coalition of those recognized employee organizations.

1. Tier 1 employees hired by the City before July 1, 2012, are provided the following retirement benefits:
 - A. 2.7% @ 55 benefit formula with a final compensation period calculated as the single-highest year or highest 12 consecutive months of compensation earnable.
 - B. The City pays the entire member contribution equal to 8% of compensation earnable and reports the value of that employer-paid member contribution (EPMC) to CalPERS as compensation earnable pursuant to California Government Code Section 20636(c)(4). In return, each employee shall contribute to the City the added cost 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 the sum of 8% plus the City's prescribed annual contribution rate to CalPERS.
 - C. Employee contributions include (1) a portion of the required employer contribution equal to 6.7% of compensation earnable as cost-sharing pursuant to Government Code Section 20516(f) and (2) the cost for the enhanced benefit of EPMC.
2. Tier 2 employees hired by the City on or after July 1, 2012, are provided the following retirement benefits:
 - A. 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.
 - B. Employee contributions include the entire required member contribution equal to 7% of compensation earnable.
3. Employees hired on or after January 1, 2013, who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 are provided the following retirement benefits:
 - A. 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earnable during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.

- B. “New members” enrolled in CalPERS on or after January 1, 2013, are required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. If the total normal cost of the plan changes by one percent or more from the base total normal cost established for the plan, then the new member rate shall be 50% of the new normal cost rounded up to the next highest quarter percent.

The terms and conditions pertaining to other optional CalPERS benefits, including but not limited to Fourth Level of 1959 Survivor Benefit as set forth in Government Code Section 21574 and the Pre-Retirement Optional Settlement 2 Death Benefit as set forth in Government Code Section 21548, will apply to all employees.

The Police Chief shall be provided the 3% @ 50 benefit formula as set forth in Government Code Section 21363.2. The Police Chief shall contribute an amount equal to that of the Santa Monica Police Officers Association each year. Pursuant to Government Code Section 20691, the Police Chief shall pay 100% of the member contribution of the required retirement contributions to CalPERS (9% of the employee’s “compensation earnable” as defined by the Public Employees’ Retirement Law, Government Code Section 20000 et seq.). Effective July 1, 2017, and as provided for in Government Code Section 20516(f), the Police Chief shall pay to CalPERS pursuant to a cost-sharing arrangement, 6.5% of “compensation earnable.” Effective July 1, 2018, the Police Chief shall pay to CalPERS pursuant to a cost-sharing arrangement, 7.5% of “compensation earnable.”

The Fire Chief shall be provided the 3% @ 55 benefit formula as set forth in Government Code Section 21363.1. The Fire Chief shall contribute an amount equal to that of the Santa Monica Firefighters, Local 1109, each year. Pursuant to Government Code Section 20691, the Fire Chief shall pay 100% of the member contribution of the required retirement contributions to CalPERS (9% of the employee's "compensation earnable" as defined by the Public Employees' Retirement Law, Government Code Section 20000 et. seq.). Effective July 1, 2017, and as provided for in Government Code Section 20516(f), the Fire Chief shall pay to CalPERS pursuant to a cost-sharing arrangement, 4% of “compensation earnable.” Effective July 1, 2018, the Fire Chief shall pay to CalPERS pursuant to a cost-sharing arrangement, 6% of “compensation earnable.”

The City’s payments of the employee’s share of required retirement contributions to CalPERS are not increases of salary and no salary range applicable to any of the affected employees shall be changed or be deemed to have been changed by reason of such payments; as a result, the City will not treat these payments as ordinary income and thus, will not withhold federal or state income tax therefrom. The City's practice will be to report these payments as being those of the

employees so that they will be credited to the particular employee's individual account with CalPERS 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 abide by such requirements.

All other terms and conditions set forth in the Umbrella Agreement and not noted above shall apply to participants of the Executive Pay Plan.

H. Health and Dental Insurance

The medical insurance provision for employees covered hereunder is set forth in the Umbrella Agreement, which covers the following non-sworn City bargaining units: ATA, MTA, MEA, PAU, PALSSU, STA, SMART-TD, IBT, and EPP participants.

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

I. Vision Care

The City agrees to provide vision care insurance, with no cost for monthly premiums, to participants in the Executive Pay Plan and their eligible dependents, provided that employees participate in the City-offered vision insurance plan. The City retains the right to select the provider and to set the levels of coverage for vision care insurance.

J. Employee Assistance Program

The City agrees to select and provide an employee assistance program, with no cost for monthly premiums, to participants in the Executive Pay Plan and their eligible dependents. The City retains the right to select the provider and to set the levels of coverage and benefits of this program.

K. Life Insurance

Each participant in the Executive Pay Plan shall receive term life insurance at City expense with the amount of said insurance to be two times the participant's annual salary, rounded to the nearest \$1,000, not to exceed \$500,000.

L. Long Term Disability Insurance

Participants in the Executive Pay Plan shall receive long term disability insurance coverage at City expense. Subject to the usual provisions and exclusions of such insurance plans, the coverage shall be for 60% of salary, with benefit not to exceed \$8,333 per month, after a 60-day elimination period.

M. Retiree Medical Insurance

A participant in the Executive Pay Plan who retires from the City of Santa Monica and whose age upon retirement, when added to the participant's years of service with public agencies, equals or exceeds 70, and who has also completed at least five years of service with the City of Santa Monica, is entitled to a City-paid medical insurance plan upon retirement. For eligible retirees who are between ages 65 and 70, that plan shall be a Medicare-supplement plan.

At the City Manager's discretion, the requirement that the participant complete at least five years of service with the City of Santa Monica may be waived or reduced based on the terms and conditions of the participant's previous employment.

The City shall pay the premiums for the retiree only. Payments shall cease when the retiree reaches age 70.

N. Annual Physical Exam

Participants in the Executive Pay Plan shall receive an annual physical examination at City expense. Participants may use their own personal physician for this physical, provided that the cost does not exceed the cost of the City-offered program.

O. Tuition Reimbursement

The City will budget annually sufficient funds to provide each participant of the Executive Pay Plan tuition and required study material reimbursement for career improvement or job enhancement courses approved by the City Manager or authorized designee. Reimbursement shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided however, that:

1. The maximum annual amount of reimbursement per employee shall not exceed \$2,000.
2. The course of study must be approved in advance by the City Manager or authorized designee.
3. The course must be directed to qualifications for an employment position represented in the City work force or to enhancement of current job skills.
4. The employee must exhibit some reasonable expectation of qualifying for the new position upon successful completion of the study course if that was the reason for the course.

5. The tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the City Manager and the Director of Human Resources or his or her designee.
6. In no event shall the City's reimbursement be reduced when there is an outside source of aid, except in those cases where the aid from any outside source, plus the normal City reimbursement, exceeds the cost of tuition and study material for the approved study course.
7. Courses for which tuition reimbursement will be made must be taken on the employee's time or on authorized vacation leave.
8. The procedure to be followed with regard to the administration of the tuition reimbursement program shall be established by the Human Resources Department.
9. If the employee does not pass the pre-authorized course or separates from City employment before completing the course, the employee must reimburse the City for any payment made by the City under this provision.

P. Deferred Compensation

The City shall establish and maintain a deferred compensation plan under rules and regulations established pursuant to Section 457(b) of the Internal Revenue Code of 1986, as amended. Each participant in the Executive Pay Plan, at his or her sole discretion, may defer and have deposited into the City's plan a portion of his or her compensation up to the maximum amount permitted by law. This contribution will not reduce the employee's base pay except for tax purposes. The employee's base pay shall remain unchanged for all other purposes.

Q. Supplemental Retirement Plan.

The City shall establish and maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. Each participant in the Executive Pay Plan will contribute \$625 per month into the 401(a) plan. This contribution will not reduce the employee's base pay except for tax purposes. The employee's base pay shall remain unchanged for all other purposes. Employees hired after July 1, 2017, have the option to "opt-out" of the mandatory \$625 per month employee contribution.

Effective July 1, 2018, the City shall contribute \$190 per month to the 401(a) plan, or, if the employee makes the irrevocable decision to opt out of the 401(a) upon hire, then the same amount of \$190 per month shall alternatively be contributed to a 457 plan on the employee's behalf.

R. Paid Holidays

The Director of Transit Services shall receive those paid holidays provided in the SMART-TD Local 1785 MOU, provided, however, that the same number of holidays (12) shall be observed. The City Librarian shall receive those paid holidays observed by the City libraries, provided, however, that the same number of holidays (12) shall be observed. All other participants in the Executive Pay Plan shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' 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
Friday following Thanksgiving Day	
Half-day immediately before Christmas Day	
Christmas Day	December 25
Half-day immediately before New Year's Day	

- One non-cashable floating holiday
- One cashable floating holiday
- All other holidays declared by City Council

A non-cashable floating holiday (i.e., eight hours) becomes available as of January 1st. Only those participants of the Executive Pay Plan who are on the payroll as of January 1st are entitled to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.

A cashable floating holiday (i.e., eight hours) becomes available at the beginning of each fiscal year and must be taken before the end of that fiscal year. Only those participants of the Executive Pay Plan who are on the payroll at the beginning of the fiscal year are entitled to receive the cashable floating holiday for the fiscal year. A cashable floating holiday not taken by the end of the fiscal year shall be paid to the participant of the Executive Pay Plan at the end of the fiscal year. A cashable floating holiday that is cashed out at the end of the fiscal year shall be paid in an amount equal to eight hours of the employee's base salary rate of pay.

If an employee is required to work on a City-recognized holiday, the employee will be able to take another regularly scheduled work day off with pay during that fiscal year.

S. Vacation Leave

Participants in the Executive Pay Plan shall receive vacation leave as provided in the Santa Monica Municipal Code, provided, however, that they may accrue a maximum of three times their annual accrual rate. Participants may accrue beyond three times the annual accrual rate, not to exceed a total of ten additional days (80 hours), as personal leave, which is not subject to cash-out upon an employee's separation from City service. In addition, the City Manager may authorize the accrual of vacation leave beyond these limits in individual cases where the employee has been unable to use vacation due to work demands.

Each employee accrues vacation leave as follows:

- 1) Following completion of the first six calendar months of completed service, 48 hours.
- 2) Thereafter, up to and including five completed years of service, eight hours for each completed calendar month of service.
- 3) Thereafter, up to and including ten completed years of service, ten hours for each completed calendar month of service.
- 4) Thereafter, up to and including 15 completed years of service, 12 hours for each completed calendar month of service.
- 5) Upon completion of 15 years of service and thereafter, 14 hours for each completed calendar month of service.

At the City Manager's discretion, a new participant in the Executive Pay Plan, based on the terms and conditions of the participant's previous employment, may be granted a vacation accrual rate that exceeds that listed above, but not greater than, 14 hours for each completed calendar month of service.

Each employee has the option to cash out up to 48 hours of accrued vacation on two occasions each calendar year (on or about July 1st and the last paycheck in December), as follows:

In order to exercise this option with respect to the July cash-out, an employee must, before the end of the preceding calendar year, designate the number of hours, up to the applicable maximum number of hours allowed, that he/she would like to cash out effective on or about July 1st. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

In order to exercise this option with respect to the December cash-out, an employee must, before the end of the preceding calendar year, designate the number of hours, up to the applicable maximum number of hours allowed, that he/she would like to cash out effective the last paycheck in December. If the employee fails to make a designation, he/she will not be allowed to cash out any hours at that time.

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 hours than the designated number of 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.

During the term of this Resolution, if another City bargaining group, with the exception of the Santa Monica Police Officers Association, the Santa Monica Firefighters Local 1109, IBT Local 911, and SMART-TD Local 1785, negotiates a vacation cash-out program that provides lower minimum vacation leave balances or a greater number of cashable hours, that program shall also apply to participants of the Executive Pay Plan.

T. Sick Leave

Participants in the Executive Pay Plan earn sick leave as follows:

1. Upon completion of the first six calendar months of completed service, 48 hours.
2. Thereafter, eight hours per completed calendar month of service.

At the City Manager's discretion, a new participant in the Executive Pay Plan, based on the terms and conditions of the participant's previous employment, may be granted a lump sum number of sick leave days upon his or her employment with the City of Santa Monica.

The use of sick leave shall be as defined in the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

Sick leave shall be defined as absence from duty because of the employee's illness or off-the-job injury, exposure of the employee to contagious disease as evidenced by certification from an accepted medical authority, medical or dental appointments of the employee or the employee's dependent children that could not be scheduled during non-work hours, or illness or injury of the employee's spouse or children. For the purposes of this Section, an employee's domestic partner and the children of the employee's domestic partner are covered by this provision.

Participants in the Executive Pay Plan may elect annually, at the end of the fiscal year, to receive a payoff for unused sick leave on the terms and limits noted below or to "bank" unused sick leave. An employee can also elect to split the number of sick leave days subject to buy back and can designate that a portion of those days, as specified by the employee, be placed in the employee's sick

leave bank as opposed to being cashed out. Payment at the employee's then current base rate for the fiscal year during which the sick leave was earned but not used shall be made only to employees working during the last payroll of the fiscal year as defined by the Finance Department.

Annual sick leave payoffs under this Section for employees are made according to the following schedule, provided that there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

Less than 10 Years of Service

<u>Sick Leave Hours Used In the Fiscal Year</u>	<u>Sick Leave Hours Payable At Fiscal Year End</u>
16 or less	72
24	64
32	56
40	48
48	40
56	32
64	24
72	16
80	8
88	0

10 or More Years of Service

<u>Sick Leave Hours Used In the Fiscal Year</u>	<u>Sick Leave Hours Payable At Fiscal Year End</u>
16 or less	96
24	88
32	80
40	72
48	64
56	56
64	48
72	40
80	32
88	24
96	16

104	8
112 or more	0

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

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

For the purposes of this Section, sick leave days subject to payoff at the end of the fiscal year shall be paid on the basis of eight hours pay, at the employee’s base salary rate of pay, for each sick leave day eligible for payoff.

U. Bereavement Leave

Bereavement leave of not more than five working days with pay shall be provided for absence from duty due to the death of the employee’s immediate family member, meaning: spouse, domestic partner, child, step-child, child of the employee’s domestic partner, brother, sister, parent, stepparent, parent-in-law, son-in-law, or daughter-in-law. Bereavement leave of not more than three working days shall be provided for absence from duty due to the death of other family members to include sister-in-law, brother-in-law, step-brother, step-sister, grandparent, grandchild, spouse of stepchild, step-parent of spouse, uncle, aunt, niece, and nephew. Use of additional appropriate leave (i.e., vacation, sick, or personal leave) shall not be unduly denied for additional absence from duty beyond that provided above.

V. Jury Duty

Employees, 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 employee will be paid for jury service, not to exceed 10 work days, and shall make every effort to cooperate with any request by the City Manager to request a delay in jury service to accommodate important department work in progress. Each employee receiving a notice to report for jury service shall immediately notify the City Manager or his or her designee. Whenever daily jury duty scheduling permits, the employee shall return to his/her regular daily job assignment to complete the employee’s regular daily work hours.

If an employee is called for jury service for more than 10 work days, the employee may request that the City Manager or his or her designee extend the time period for which the employee will be paid for jury service beyond the 10-

work day period. The City Manager or his or her designee shall not unreasonably refuse to grant any such request.

W. Workers' Compensation Leave

Any employee 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.

X. Sabbatical Leave

In recognition of the fact that the job demands placed on participants in the Executive Pay Plan often preclude them from engaging in endeavors that would contribute to career development and personal development and would thus be of benefit to the City, participants are eligible to take a sabbatical leave for the purpose of said developmental activities. In addition to being of benefit to both the City and the employee, a sabbatical leave is viewed as a reward for good performance and years of service with the City. Sabbatical leave cannot be used for the following purposes: 1) parental or FMLA/CFRA related leave; 2) engaging in an income-generating activity; or 3) engaging in an outside activity that would be prohibited by the Santa Monica Municipal Code.

An employee is eligible for sabbatical leave at the conclusion of each seven years of service with the City. A sabbatical leave may be taken for a three-month to six-month period of time. Compensation for a sabbatical leave will be as follows: three months at full salary; more than three months up to six months at half salary. At the discretion of the City Manager, the sabbatical leave can be extended up to nine months at half salary. While on sabbatical leave, the employee shall remain on active status.

If an employee qualifies for a sabbatical leave by virtue of years of service, the employee shall submit a written proposal to the City Manager, outlining the purpose of said leave. If the operational needs of the employee's department and the City can still be met and provided that the employee's job performance is such that a sabbatical leave is merited, upon the approval of the City Manager, the employee will be allowed to take the sabbatical leave.

If an employee leaves the employment of the City during a sabbatical leave, the employee must reimburse the City for all salary and benefits earned during the sabbatical leave up to the date of separation. Upon return to work following the conclusion of the sabbatical leave, the employee will be required to continue his or her employment with the City for at least one year (12 months). If the employee voluntarily terminates his or her employment during the one-year period following the conclusion of the sabbatical leave, the employee must reimburse the City for the full amount of the salary and benefits earned during the sabbatical leave. In addition, if it is later determined that the sabbatical leave was used for a purpose that is prohibited under these provisions, the employee must reimburse the City for the full amount of the salary and benefits earned during the sabbatical leave. Any exceptions to these provisions will be at the discretion of the City Manager.

Y. Severance Pay

The City shall pay the employee severance pay in an amount equal to four months of the employee's base bi-weekly salary upon his or her termination by the City. This severance pay shall be in addition to all accrued leave and other compensation that is subject to cash-out upon separation from City service. For the purposes of this Section, "termination by the City" means action by the City Manager to terminate the employee's employment with the City. Severance pay required to be paid by this Section shall be paid within 10 calendar days of the employee's last day on the City's payroll. Severance pay shall not be required pursuant to this Section if the termination of the employee was the result of: 1) willful misconduct; 2) conviction of a crime involving moral turpitude; 3) consistent poor performance in meeting specific objectives or performing the duties and responsibilities of his or her position; or 4) voluntary separation by the employee.

Z. Management Leave

Each employee is entitled to 24 hours of non-cashable management leave. The 24 hours of non-cashable management leave are available July 1st of each fiscal year. An employee must be on the payroll as of July 1st in order to be eligible to receive the 24 hours of non-cashable management leave for that fiscal year. These 24 hours of non-cashable management leave cannot be carried over from year to year if not used within the fiscal year during which they accrue, nor shall the employee be compensated for unused non-cashable management leave hours at the end of the fiscal year. Any unused non-cashable management leave hours shall be forfeited at the end of the fiscal year.

Each employee is also entitled to eight hours of cashable management leave. The eight hours of cashable management leave are available July 1st of each fiscal year. An employee must be on the payroll as of July 1st in order to receive the eight hours of cashable management leave. Payment equivalent to eight hours of the employee's base salary as of June 30th shall be payable to the

employee, upon the request of the employee at the end of the fiscal year, if he or she has not used the cashable management leave hours.

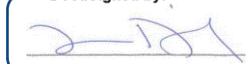
IN WITNESS WHEREOF, the parties hereto have caused this Executive Pay Plan to be executed this ___ day of 9/14/2020 2020.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

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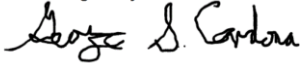
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By: DocuSigned by:

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DENISE ANDERSON-WARREN
City Clerk

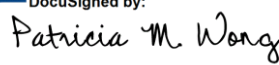
LANE DILG
Interim City Manager

APPROVED AS TO FORM:

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GEORGE CARDONA
Interim City Attorney

EXECUTIVE PAY PLAN

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PATTY WONG
EPP Participant