

CITY OF SANTA MONICA
CONFIDENTIAL UNREPRESENTED EMPLOYEES PAY PLAN
JULY 1, 2022 – JUNE 30, 2025
RESOLUTION No. 11541 (CCS)

TABLE OF CONTENTS

	Page
A. TERM OF PAY PLAN	1
B. PARTICIPANTS	1
C. COMPENSATION	1
D. CLASSIFICATION AND COMPENSATION STUDIES	3
E. HOURS OF WORK AND OVERTIME	4
F. OVERPAYMENT REMEDY	5
G. RETIREMENT	5
H. SUPPLEMENTAL RETIREMENT PLAN	6
I. HEALTH INSURANCE	6
J. DENTAL AND VISION CARE	6
K. LIFE INSURANCE	7
L. STATE DISABILITY INSURANCE	7
M. LONG-TERM DISABILITY INSURANCE	7
N. ANNUAL PHYSICAL EXAM	7
O. EMPLOYEE ASSISTANCE PROGRAM	7
P. TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT PROGRAM	7
Q. PAID HOLIDAYS	8
R. VACATION LEAVE AND CASH-OUT	9
S. SICK LEAVE AND CASH OUT	10
T. PERSONAL LEAVE	12
U. PROFESSIONAL INCENTIVE	13
V. BEREAVEMENT LEAVE	13
W. JURY DUTY	13
X. WORKER'S COMPENSATION LEAVE	13

A. TERM OF PAY PLAN

This Confidential Unrepresented Employees Pay Plan (“CUE”) is effective as of July 1, 2022, until June 30, 2025, or until such time that a successor pay plan is approved.

B. PARTICIPANTS

Participants in the Confidential Unrepresented Employees Pay Plan include those employees who have been identified as confidential and unrepresented, in the following job classifications: Assistant City Treasurer, Assistant Director – Finance, Assistant Human Resources Director, Budget Manager, Executive Administrative Assistant – Human Resources, Human Resources Analyst, Human Resources Information Systems Analyst, Human Resources Manager, and Senior Human Resources Analyst.

An employee who chooses to represent themselves individually in their employment relations with the City has the right to stop participation in CUE, or request representation in accordance with the City’s Employer-Employee Relations Rules. Employees who exercise this right may not again become participants in CUE during the term of this Resolution.

The City agrees to meet and consult with participants in CUE before the elimination of any job classifications identified in this section, as set forth in Santa Monica Municipal Code section 2.05.090(b).

C. COMPENSATION

1. Salary

- a. Effective July 1, 2022, the base salaries of CUE participants shall increase by 4.5%. In addition, CUE participants shall receive a one-time lump sum bonus of \$2,000; only those employees who are in pay status as of July 1, 2022, are eligible for this one-time bonus.
- b. Effective July 1, 2023, the base salaries of CUE participants shall increase by 3%.
- c. Effective July 1, 2024, the base salaries of CUE participants shall increase by 2%.

2. Confidential Premium

CUE participants who are rank and file (i.e., non-managerial) employees and are routinely and consistently assigned to sensitive positions requiring trust and discretion shall receive a confidential premium in the amount of \$165 per month. The confidential premium as compensation earnable is defined in Government Code section 20636(c) and 2 California Code of Regulations section 571 and will be paid on a bi-weekly basis.

3. Bilingual Skill Pay

Employees who meet all the following criteria shall receive a bilingual skill pay in

the amount of \$23.08 biweekly:

- a. The employee is assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language;
- b. The employee regularly utilizes such skills during the regular course of their job duties or upon request of City management; and
- c. The employee is certified as qualified through a language examination administered by the Human Resources Department.
- d. Any employee who, as of January 1, 1995, was receiving bilingual skill pay for Spanish in the amount of \$100 per month will continue to receive the higher bilingual skill pay amount as long as the employee continues to meet all the above criteria to receive said skill pay.

4. Supervisory Differential

An employee who is assigned to regularly supervise other employee(s) in the same job classification, and who is not Y-rated, shall be paid a supervisory differential of 2.7%.

5. 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 their current salary, for all such workdays assigned in the higher-level job classification.

6. 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 with a lower salary range, the employee's salary will be Y-rated. 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-paying classification to which the employee demoted. "Y-rated" means the maintenance of the employee's salary rate at the level effective the day preceding the effective date of the personnel action placing the employee in the job classification with a lower salary range. The employee's salary will remain at such level until the salary range of the new job classification equals or exceeds the Y-rated salary.

7. Signing Bonus

A signing bonus program will be in effect for hard-to-fill positions, as determined by the City. The City has the right to change the status of a position that has been designated as a hard-to-fill position to one that no longer qualifies for that designation. If the City determines that a position previously designated as a hard-to-

fill position is no longer hard to fill, the signing bonus for that position shall be discontinued. If this should occur, the City will notify CUE, in writing, before making the change. Under this program, a new hire for the designated position will be entitled to receive a signing bonus upon being hired by the City. The signing bonus will be up to 10% of the employee's annual base salary, at the discretion of the City Manager. The recipient of a signing bonus must commit at least 12 months of service with the City following the date on which the bonus is paid. If the recipient separates from the City within less than 12 months following receipt of the bonus, the employee will be required to reimburse the City for the full amount of the bonus. An employee will only be entitled to receive one signing bonus during their tenure with the City. The one-time signing bonus limitation also applies in those cases where an employee is reinstated into, or rehired to fill, a position that has been designated by the City as a hard-to-fill position and has already received a signing bonus. The signing bonus is a lump sum amount that will not be added to the employee's base salary. The bonus shall be reported to CalPERS as compensation earnable, if allowed by CalPERS. It is expressly understood and agreed that the incentive payment described in this Section does not constitute a generally granted increase under Section 1100 of the City Charter and the Santa Monica Municipal Code and that denial of such payment does not constitute a demotion.

D. CLASSIFICATION AND COMPENSATION STUDIES

An employee may request that a classification study be conducted if the employee believes that the employee is being assigned work that is outside the range of that employee's normal and regular duties as stated in the employee's job classification. The employee may submit a classification study request form and Position Description Questionnaire through the employee's immediate supervisor and Department Director to the Human Resources Department. Criteria for completing the study is outlined within the required forms.

If the Human Resources Department finds that the employee has been working outside their job classification for the required period of time and that the employee has not been compensated for the out of classification work, the Human Resources Department shall conduct a classification study to determine the appropriate job classification.

A reclassification of a permanent employee to a higher-level job classification will be considered a promotion and the employee's salary shall be increased to the higher salary rate in the new classification which provides a minimum of a 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.

The reclassification of a position to a lower-level job classification will not be considered a demotion. If a position is reclassified to a lower-level job classification, the salary of the current employee in that classification shall be Y-rated until the step 5 salary of the new job classification equals or exceeds the Y-rated salary. (See Section C.6, Y-Rating)

All classification studies shall be conducted by the Human Resources Department in accordance with the City's civil service rules set forth in the Santa Monica Municipal Code and recommendations made to the City Manager or designee, whose decision shall be final. Once a final decision has been made by the City Manager or designee regarding the classification study, the Human Resources Department will provide the

Department Director and the employee whose position was studied with a final decision. The Human Resources Department will then notify the affected employees of the classification study and/or compensation study decisions. Reclassifications are subject to the approval of the City Council.

If there is no dispute whether the job classification accurately reflects the duties being performed by the employee(s) in the classification but the employee(s) believes that the base salary should be adjusted based on how the job classification is paid in the external market, he/she may submit a compensation study request form through his/her immediate supervisor and his/her Department Director to the Human Resources Department.

A given classification covered by this MOU will be eligible to receive an equity adjustment providing that the compensation study conducted by the Human Resources Department 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. Internal equity factors will also be taken into consideration, as deemed appropriate by the Director of Human Resources or designee, when determining whether or not an equity adjustment for a given classification is warranted. The Human Resources Department will be willing to receive and evaluate any salary comparison data that the employee might want to make available regarding an equity adjustment for a given classification.

If 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 designee.

If a compensation study indicates 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.

Once a final decision has been made by the City Manager or designee regarding the compensation study, the Human Resources Department will provide the Department Director and the employee whose position was studied with a final decision.

Equity adjustments described herein will be considered on an annual basis. Like any other salary increase, equity adjustments are subject to the approval of the City Council.

E. HOURS OF WORK AND OVERTIME

All participants in CUE, except for the Executive Administrative Assistant – Human Resources, are exempt employees under the Fair Labor Standards Act (FLSA), work during normal business hours of the City, and devote whatever time is necessary to accomplish the work of their positions without eligibility to accrue compensatory time or to be paid overtime compensation. As a result, exempt 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 workday.

The Executive Administrative Assistant – Human Resources is not exempt under the FLSA and must account for their work time on an hourly basis.

F. OVERPAYMENT REMEDY

Participants in CUE 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.

G. RETIREMENT

The City is a contract member of the California Public Employees' Retirement System (CalPERS); such membership is maintained and 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 a coalition of recognized employee organizations, namely, the Administrative Team Associates (ATA), Management Team Associates (AFSCME), 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, Local 1785 (SMART-TD), California Teamsters Local 911 (IBT), Executive Pay Plan (EPP) participants, and certain unrepresented classifications (collectively, the "Coalition"), are covered by an Umbrella Agreement between the City and the Coalition.

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.
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.
4. 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, apply to all employees.

All other terms and conditions set forth in the Umbrella Agreement and not specified above shall apply to participants of CUE.

H. 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. Effective July 1, 2022, the City shall contribute \$100 per month to the 401(a) plan, or, if the employee makes the irrevocable decision to opt out of the 401(a), as set forth in the following paragraph, then the same amount of \$100 per month shall alternatively be contributed to a 457 plan on the employee's behalf.

Each employee has agreed to contribute 3.8% of their monthly salary into the 401(a) plan. This contribution will not reduce the employee's compensation for the purpose of calculating performance bonuses or any other payments that are based on the employee's base salary rate. Employees who do not wish to contribute to the 401(a) plan have a one-time option to opt out effective January 1, 2023. Employees who exercise their right to opt out cannot opt back in during the lifetime of the 401(a) plan. The enrollment status of the participant (i.e., active contributor or opt-out non-participant) as of January 1, 2023, will remain in effect for the lifetime of the plan. New hires, upon initial eligibility for enrollment into the plan, have the one-time option to opt out for the lifetime of the plan.

I. HEALTH INSURANCE

The medical insurance provision for employees is set forth in the Umbrella Agreement between the City and the Coalition, which covers miscellaneous employees in the following bargaining units: ATA, AFSCME, MEA, PAU, PALSSU, STA, SMART-TD, IBT, EPP participants, and certain unrepresented classifications.

J. DENTAL AND VISION CARE

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

Vision care insurance shall be provided, with no cost for monthly premiums, to employees and their eligible dependents, provided that employees participate in the City-offered vision insurance plan. The City retains the right to select and change the provider, and to set the levels of coverage for vision care insurance.

K. LIFE INSURANCE

Each participant in CUE 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. STATE DISABILITY INSURANCE

Participants in CUE shall receive State Disability Insurance coverage at City expense. Eligibility for benefits provided under said plan is subject to the waiting period required by the State.

M. LONG-TERM DISABILITY INSURANCE

Participants in CUE 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 benefits not to exceed \$8,333 per month, after a 60-day elimination period.

N. ANNUAL PHYSICAL EXAM

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

O. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to select and provide an employee assistance program, with no cost for monthly premiums, to participants in CUE 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.

P. TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT PROGRAM

The City will reimburse employees for continuing education, including; professional development programs, professional seminars, conferences, workshops, tuition from an academic institution, inclusive of reasonable travel, parking, or accommodation expenses, provided that the following criteria is met as determined by the Department Director: (1) the program is related to the employee's job duties and responsibilities; (2) the cost is reasonably related to the benefit of the training to the City; and (3) the employee has received prior approval from the employee's Department Director. Requests for professional development must be submitted to the employee's Department Director.

The City will pay the dues of an employee who belongs to professional organization(s) in their career field, provided that the following criteria as determined by the Department

Director are met: (1) the professional organization is related to the employee's job duties and responsibilities; (2) the cost of the dues is reasonably related to the benefit that the City will receive as a result of the employee's membership in said organization(s); and (3) the employee has received prior approval for payment of the dues from the Department Director. The City will pay the renewal fee(s) for an employee's license or certification that benefits the City, as determined by the Department Director.

The amount allowed under this provision outlined above shall equal the total cost of tuition, the total cost of required study materials, and the total cost of dues, provided, however, that:

1. The maximum annual amount of reimbursement per employee shall not exceed \$2,750. If a CUE participant utilizes this reimbursement and then joins a bargaining unit with a similar reimbursement provision, the employee is only eligible for the amount specified herein and is not eligible for an additional reimbursement amount under the Memorandum of Understanding for the bargaining unit that the employee transitioned to within the same fiscal year.
2. The course of study must be approved in advance by the Department Director.
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 tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the Department Director.
5. 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.
6. Courses for which tuition reimbursement will be made must be taken on the employee's time or on authorized vacation leave.
7. The procedure to be followed with regard to the administration of the tuition reimbursement program shall be established by the Human Resources Department.
8. 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.

Q. PAID HOLIDAYS

All participants in CUE 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
Cesar Chavez Day	Last Monday in March
Memorial Day	Last Monday in May
Juneteenth	June 19

Independence Day	July 5
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 CUE participants 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 as of July 1st. Only those CUE participants who are on the payroll as of July 1st are entitled to receive the cashable floating holiday for that fiscal year. The cashable floating holiday must be taken before the end of the fiscal year. If the cashable floating holiday is not taken by the end of the fiscal year, the holiday shall be paid out at the end of the fiscal year 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, then the employee will be able to take another regularly scheduled work day off with pay during that fiscal year.

R. VACATION LEAVE AND CASH-OUT

Participants in CUE 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 (i.e., 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, 8 hours for each completed calendar month of service.
3. Thereafter, up to and including ten completed years of service, 10 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, new employees upon hire 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 accrued vacation on two occasions each calendar year (on or about July 1st and the last paycheck in December), as follows:

1. 0-10 years of service: cash out up to 48 hours
2. 10-15 years of service: cash out up to 72 hours
3. 15+ years of service: cash out up to 84 hours

To exercise this option for 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 the employee would like to cash out effective on or about July 1st. If the employee fails to make a designation, the employee will not be allowed to cash out any hours at that time.

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 the employee would like to cash out effective the last paycheck in December. If the employee fails to make a designation, the employee 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 any sick leave cash-out.

During the term of this Resolution, if any City bargaining unit 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 CUE.

S. SICK LEAVE AND CASH-OUT

Participants in CUE earn eight hours of sick leave per each completed calendar month of service. At the City Manager's discretion, new employees, 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.

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 CUE 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. 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 cash-outs under this Section for employees with less than 10 years of service 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 cash-out described below:

Sick Leave Hours Used in the Fiscal Year	Sick Leave Hours Payable at Fiscal Year End
16 or less	48
24	40
32	32
40	24
48	16
56	8
64 or more	0

Annual sick leave cash-outs under this Section for employees with 10 or more years of service 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 cash-out described below:

Sick Leave Hours Used in the Fiscal Year	Sick Leave Hours Payable at Fiscal Year End
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 cash-out is received is considered “used” in that it will not be added to the “bank” (or, if added to the “bank” prior to the cash-out date, will be removed from the “bank”).

Sick leave cash-outs 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 cash-out 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 cash-out.

T. PERSONAL LEAVE

1. Non-Cashable Personal Leave

Each employee is entitled to 32 hours of non-cashable personal leave as of July 1st of each fiscal year, and 16 hours of additional non-cashable personal leave as of January 1st of each fiscal year. An employee must be in pay status as of July 1st in order to be eligible to receive the 32 hours of non-cashable leave and in pay status as of January 1st in order to be eligible to receive the 16 hours of additional non-cashable leave. 24 hours of non-cashable leave may be carried over from year to year if not used by the end of the fiscal year. The employee shall not be compensated for unused non-cashable leave hours at the end of the fiscal year. Any unused non-cashable leave hours in excess of 24 hours shall be forfeited at the end of the fiscal year.

2. Cashable Personal Leave

Each employee is entitled to 40 hours of cashable personal leave per fiscal year. 32 of the 40 cashable personal leave hours shall be earned in eight-hour increments effective at the beginning of each three-month period of the fiscal year, to be usable as accrued. The fifth increment of cashable personal leave hours accrues at the

beginning of the fourth three-month period of the fiscal year, to be usable as accrued.

Payment equivalent to the employee's base salary as of June 30th for any unused personal leave hours shall be payable to the employee, upon the request of the employee at the end of the fiscal year when earned. Paid personal leave hours are at the employee's straight-time base salary rate of pay.

U. PROFESSIONAL INCENTIVE

For their normal duties and in recognition of the unique responsibilities of their jobs, each employee with 15 or more years of service shall receive eight hours of cashable leave per fiscal year. The eight hours of cashable leave will accrue at the beginning of each fiscal year. An employee must be in pay status as of July 1st in order to be eligible to accrue the eight hours. The eight hours will not carry over from one fiscal year to the next.

V. BEREAVEMENT LEAVE

Bereavement leave of up to five work days with pay shall be provided for absence from work 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 up to three work days with pay shall be provided for absence from work due to the death of the employee's other family members, meaning: 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 work beyond that provided above.

W. JURY DUTY

An employee, 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 the employee will be paid for jury service, not to exceed 10 workdays, and shall make every effort to cooperate with any request by the employee's Department Director 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 employee's supervisor. Whenever daily jury duty scheduling permits, the employee shall return to the employee's 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 workdays, the employee may request that the Department Director extend the time period for which the employee will be paid for jury service beyond the 10-work day period. The Department Director shall not unreasonably refuse to grant any such request.

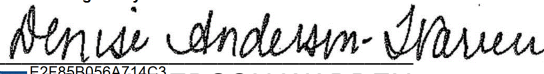
X. WORKERS' COMPENSATION LEAVE

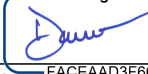
Any employee who is receiving disability payments under the Workers' Compensation Act of California, for on-the-job injuries sustained while engaged in the performance of the duties of any such position, shall receive from the City, during the first 30 calendar days of such disability absence, payments 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.

IN WITNESS WHEREOF, the parties hereto have caused this CUE Pay Plan to be executed this 14th day of September 2023.


ATTEST:

CITY OF SANTA MONICA
a municipal corporation

DocuSigned by:

E2F85B056A714C3
DENISE ANDERSON-WARREN
City Clerk

DocuSigned by:

By: _____
FACEAAD3F66A489...
DAVID WHITE
City Manager

APPROVED AS TO FORM:

DocuSigned by:

61202D0CAE84432
DOUGLAS T. SLOAN
City Attorney

CUE 2022-2025
Resolution No. 11541 (CCS)