

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA MONICA, CALIFORNIA
AND
PUBLIC ATTORNEYS UNION
2022 - 2025

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ARTICLE I. GENERAL PROVISIONS

1.01. Parties to Memorandum

This Memorandum of Understanding (“MOU” or “Agreement”) has been negotiated in accordance with the Meyers-Milias-Brown Act (“MMBA”, Government Code section 3500 et. seq.), and has been executed by the City Manager on behalf of the City of Santa Monica (the “City”) and by authorized representatives of the Public Attorneys Union (“PAU”), on behalf of City Attorney’s Office employees occupying the Deputy City Attorney job classifications.

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 that may arise under this MOU; 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 PAU.

1.03. Term of Agreement

This MOU is effective as of July 1, 2022 and remains in full force and effect until June 30, 2025. This Agreement shall be renewed automatically from year to year thereafter unless either party notifies the other in writing no later than March 1, of the desire to terminate or modify this Agreement. If such notice is given, both parties shall present their requested modifications prior to the second scheduled meeting. Both parties agree to make every effort to hold the first meeting no later than April 1, with a signed agreement desired by July 1.

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

The Public Attorneys Union (PAU) is hereby acknowledged as the Recognized Employee Organization representing the Deputy City Attorney job classifications. It is the mutual understanding of the parties hereto that acknowledgment of PAU:

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

1.06. Scope of Representation

The scope of representation of PAU as 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 does not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order and shall be exercised or performed in compliance with the City's employer-employee relations rules and applicable law.

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. 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. Parties are not bound by any past practices or understandings of either party unless such past practices or understandings are specifically stated in this MOU, except that provisions or conditions not specifically changed in this or previous MOU's shall be as prescribed by the civil service provisions of the Santa Monica Municipal Code.

1.08. Management Rights Reserved

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

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees;
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive;
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters;
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted;
- E. Determine the overall mission of the unit of government;
- F. Maintain and improve the efficiency and effectiveness of government operations;
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

1.09. Validity of Memorandum of Understanding

If any provision of this MOU is determined to be invalid or unlawful by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or unlawful provision.

Should any change be made in any Federal or State law, or in any rules and regulations implementing such legislation, or in any City Charter provision or Civil Service Rule and

Regulation 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 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.

1.10. 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.

1.11. Non-Discrimination/Harassment and Equal Employment

PAU 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.

1.12. Definitions

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

- A. "Salary Range" means the normal monthly pay scale (or bi-weekly equivalent) assigned to each job classification.

The "salary range" for Deputy City Attorney II and Deputy City Attorney III means the five-step salary range that is established to bear the following percentage relationship to salary step 5 computed to the nearest dollar:

- 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%

The "salary range" for Deputy City Attorney I means the three-step salary range that is established to bear the following percentage relationship to salary step 3 computed to the nearest dollar:

- Step 1 – 90% of step 3
- Step 2 – 95% of step 3
- Step 3 – 100%

- B. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 cents or less and the next higher dollar when the computed amount is \$0.50 cents or more.

- C. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a line-item position covered by this MOU, either by original employment, re-employment or promotion. The date of entrance for employees with broken service shall be the date on which the last unbroken service in the classification was effective.
- D. "Satisfactory Service" means the attainment of an overall rating of not less than "Satisfactory" on the performance evaluation report associated with the employee's most recent date of entrance anniversary.
- E. "Pay" means compensation for regular hours worked, sick leave, vacation, bereavement leave, personal leave, holidays, professional leave, and jury duty.
- F. "In Pay Status" means earning pay.
- G. "Completed Calendar Month of Service" means a calendar month in which an employee has been in pay status for 88 hours in two consecutive bi-weekly pay periods.
- H. "Line-item position" shall mean a position that is:
 - (1) specifically itemized in the personnel schedule of the annual budget of the City; and
 - (2) eligible to accumulate vacation, sick leave, and other time off in proportion to the percentage of the full-time 40-hour work week.
- I. "Permanent Employee" means:
 - (1) An employee who is an incumbent of a line-item position, full-or part-time; or
 - (2) An employee who is an incumbent of a line-item position on authorized leave of absence from the employee's 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, and employees covered herein are not subject to the civil service provisions of the Santa Monica Municipal Code and City Charter relative to appointments, suspensions, demotions, discharges, or layoffs.

- J. "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).
- K. "Full-time" employee" means an incumbent of a line-item position budgeted in the annual budget of the City for a full-time work week.
- L. "Part-time" employee" means an incumbent of a line-item position budgeted in the annual budget of the City for less than a full-time work week.

A part-time employee shall be compensated in the same proportion as the number of hours budgeted for the employee's position bears to the full-time work week. Compensation includes base salary, City-paid contributions into the City's 401(a) plan (as set forth in Section 3.03 of this Agreement) and bilingual bonus. Part-time employees shall accrue vacation, sick leave, and other time off in the same ratio as the number of hours budgeted for the employee's position bears to the full-time work week. Part-time employees shall receive all other fringe benefits as if they were employed on a full-time basis.

- M. "Working Day" as used in the sections of this Agreement pertaining to vacation accrual (Section 4.02) and sick leave accrual (Section 4.03) means eight hours.
- N. "Compressed Work Schedule" means a work schedule in which a full-time employee is assigned a total of 80 regularly scheduled work hours in nine or less days in a given two-week (i.e., two work weeks) period.

1.13. Overpayment Remedy

Employees 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 made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable re-payment method mutually acceptable to the employee and the City, except that lump-sum deduction is required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.14. Payments at Termination

When an employee leaves the service of the City, that employee is entitled to lump sum payoff of unused accrued vacation leave, unused accrued cashable floating holidays, and unused accrued professional leave. No claim shall be made against the City for the use or payment of unused sick leave, nor shall the effective date of termination be extended by the use of sick leave, vacation, or other leave days.

ARTICLE II. COMPENSATION

2.01. Effective Date of Pay Increase

Notwithstanding any other provisions contained in this MOU, changes in salary rates and salary-related benefits shall become effective on the first day of the payroll period closest to the effective date stated herein. If the effective date 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 employees shall be on a monthly rate, paid on a bi-weekly equivalent basis.

- A. Effective July 3, 2022, the base salaries of employees shall increase by 4.5%. In addition, employees shall each receive a one-time signing bonus of \$2,000; only those employees who are in pay status on July 1, 2022, are eligible for this one-time bonus.
- B. Effective July 1, 2023, the base salaries of employees shall increase by 3%.
- C. Effective July 1, 2024, the base salaries of employees shall increase by 2%.
- D. New hires shall be assigned to the job classification and salary step most appropriate for their education and experience and for the nature of the work to be performed as evaluated by the City Attorney.
- E. Normal progression through each salary range (i.e., Deputy City Attorney I, Deputy City Attorney II, and Deputy City Attorney III) is at the discretion of the City Attorney. Advancement from Deputy City Attorney I to Deputy City Attorney II and Deputy City Attorney III shall be considered a promotion rather than a step increase. Said promotions shall be at the discretion of the City Attorney. The City Attorney shall exercise his or her discretion in a manner which is reasonable and consistent with Section 5.03.B.
- F. An employee assigned as Chief Deputy of a Division shall receive Management Incentive Pay in the amount of 10% of their annual base salary, paid on a bi-weekly basis. This Management Incentive Pay is compensation earnable for the special work assignment and for the unique nature of their job, which includes managing the Division and supervisory duties, performed during normal work hours, in accordance with Government Code section 20636(C) and 2 California Code of Regulations section 571.

2.03. Accounting for Time Worked

Employees are exempt employees under the professional employee exemption of the

Fair Labor Standards Act (FLSA) as it may be applicable to public agency employees. As a result, employees do not have to account for their work time on an hourly basis but must account for each full day of absence and must work full-time, unless the employee(s) have requested and obtained part-time status.

2.04. Bilingual Bonus

Qualified employees who meet all the following criteria shall receive a bilingual skill pay of \$50 per month:

- (1) The employee must be assigned to speak or translate a language in addition to English. This may include specialized communication skills such as sign language.
- (2) The employee must regularly utilize such skills during the course of his/her duties or upon request of City management.
- (3) The employee must be certified as qualified by examination administered by the Human Resources Department.

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 in an emergency situation.

If an employee qualifies for bilingual bonus 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, the employee shall receive an additional \$50.00 per month, for a total of \$100.00 per month.

ARTICLE III. SUPPLEMENTAL BENEFITS

3.01. Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees is set forth in an umbrella agreement which covers the following City bargaining units represented by the Coalition: Administrative Team Associates (ATA), Management Team Associates (MTA), Supervisory Team Associates (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA), California Teamsters Local 911, International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division Local 1785 (SMART-TD), and participants 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 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 and their eligible dependents. The City retains the right to select the provider and to set the levels of coverage for said vision care insurance plan. The City also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under the plan without meeting and conferring.

3.02. 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 approved by the Santa Monica City Council. The terms and conditions regarding CalPERS retirement and optional benefits for miscellaneous employees represented by MTA, STA, ATA, MEA, PAU, PALSSU, SMART- TD, Teamsters, and EPP participants, are covered by the Umbrella Agreement between the City and a Coalition of those recognized employee organizations and are hereby incorporated into this MOU.

A. Tier 1 employees hired by the City before July 1, 2012, are provided the following retirement benefits:

- (1) 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) The employee pays the entire member contribution rate as set by CalPERS, which is currently equal to 8% of compensation earnable.

B. Tier 2 employees hired on or after July 1, 2012, are provided the following retirement benefits:

- (1) 2% @ 55 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.
- (2) Employee contributions include the entire required member contribution equal to 7% of compensation earnable.

C. 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:

- (1) 2% @ 62 benefit formula with a final compensation period based upon the highest annual average compensation earned during the 36 months immediately preceding the effective date of retirement or another period designated by the employee.
- (2) “New members” must 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, 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.

3.03. Supplemental Retirement Plans

The City has established and maintains a deferred compensation plan pursuant to the provisions of Section 457 of the Internal Revenue Code of 1986, as amended. Each employee, at his or her sole discretion, may defer and have deposited into the City’s 457 plan a portion of his or her compensation up to the maximum amount permitted by law.

The City has established and agrees to maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. . Each employee who is participating in the 401(a) plan shall contribute \$267 per month into the 401(a) plan. In addition, effective January 1 of any subsequent calendar year in which this Agreement is in effect, PAU may elect to implement a different mandatory employee contribution into the 401(a) plan by providing notice to the City of its desire to do so at least three weeks prior to the beginning of the calendar year.

Mandatory employee contributions into the 401(a) plan will need to meet the requirements of the Internal Revenue Code.

3.04. Mileage Reimbursement

Reimbursement to employees for authorized use of personal automobiles on City business shall be at the rate established by the City Council.

3.05. Bar Dues

The City shall pay each attorney’s California State Bar dues required to practice law in the State of California. The City shall also pay for one local bar association dues at each attorney’s option.

3.06. Professional Development

Employees are eligible to receive reimbursement for registration at legal seminars and training sessions, inclusive of reasonable travel, parking, and accommodation expenses, provided that the seminar or training meets the following criteria, as determined by the City Attorney:

(1) is related to the practice of municipal law in an area of law pertaining to the employee’s work duties; (2) the cost of the training is reasonably related to the benefit of the training to the City; and (3) the employee has received the prior approval of the City Attorney for said reimbursement. Training tapes, books, or other written materials may be acquired under the terms of this Section provided that such materials remain the property of the City. Each employee is required to attend at least one professional development or training session per each fiscal year. In addition, the City will provide employees with opportunities to meet the continuing legal education requirements established by the California State Bar, either by paying the cost of the required courses or through offering self-directed studies.

3.07. Long Term Disability Insurance

The City agrees to maintain a long term disability insurance plan for employees at City expense. The long term disability insurance benefits will be equal to either 60% of the employee’s base salary or \$8,200 per month, whichever amount is less, reduced by the employee’s income from other sources.

3.08. Sick Leave Cash-Out

Each employee has the annual option to be paid for certain unused sick leave on the terms noted below or to “bank” unused sick leave. 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 30 of that fiscal year.

Annual sick leave payoffs under this Section for employees with less than ten years of service shall be made according to the following schedule:

Sick Leave Days Used
In the Fiscal Year

Sick Leave Days Payable
At Fiscal Year End

| | |
|-----------|---|
| 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 or less | 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 |

The use of Code 40 or other time off not appropriately scheduled in advance will disqualify an employee from eligibility for payment under this section.

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

3.09. Term Life Insurance

The City agrees to maintain a term life insurance plan for permanent employees, with individual coverage in an amount equal to twice the employee’s annual base salary. The term life insurance premium will be provided to employees at no cost. Employees are responsible for paying any tax liability through payroll deductions as a result of this fringe benefit.

ARTICLE IV. LEAVES

4.01. Paid Holidays

Employees shall receive paid holidays as follows:

- New Year's Day _____ January 1
- Martin Luther King's Birthday..... Third Monday in January
- President's Day..... Third Monday in February
- Cesar Chavez Day..... Last Monday in March
- Memorial Day..... Last Monday in May
- Juneteenth _____ June 19
- 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 _____ December 25
- 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

Employees assigned to the Criminal Division covered herein shall accrue both Cesar Chavez Day and Juneteenth as additional non-cashable floating holidays that do not expire until the end of the following fiscal year. These two non-cashable floating holidays must be taken before the end of the following fiscal year. If these non-cashable floating holidays are not taken by the end of the following fiscal year, the holidays cannot be cashed out and are forfeited.

The cashable floating holiday becomes available at the beginning of the fiscal year and must be taken before the end of the fiscal year. Only those employees who are in pay status at the beginning of the fiscal year shall be entitled to receive the cashable floating holiday for that fiscal year. If the floating holiday is not taken by the end of the fiscal year, it shall be paid to the employee on the final paycheck at fiscal year end. A 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.

A non-cashable floating holiday becomes available as of January 1. Only those employees who are in pay status as of January 1 shall be entitled to receive the non-cashable floating holiday for that fiscal year. The non-cashable floating holiday must be taken before the end of the fiscal year. If the non-cashable floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.

Whenever any day listed herein as a paid holiday falls upon the first or second day off of any employee who has two consecutive days off, the day preceding shall be deemed the holiday if it falls on the first day off, and the day following shall be deemed the holiday if it falls on the second day off in lieu of the day listed. Whenever any day listed herein as a paid holiday falls upon any day off of an employee who does not have two consecutive days

off, the following day shall be deemed the holiday for such employee.

4.02. Vacation Leave

Employees shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first 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. Thereafter, up to and including ten completed years of service, 1.25 working days for each completed calendar month of service.
- D. Thereafter, up to and including 15 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.

For full-time employees, the total vacation accrual limit is three times the employee’s annual accrual. For part-time employees, the total vacation accrual limit is 36 days.

- F. An employee may accrue up to ten days or 80 hours of personal leave if he/she reaches his/her vacation accrual limit and ceases to accrue vacation. The accrual rate for personal leave shall be the same as the employee’s vacation accrual rate. The accrual of personal leave is not limited to a one- time accrual. The personal leave can be carried over from fiscal year to fiscal year, but cannot be cashed out when the employee separates from City employment.
- G. 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 on two occasions each calendar year (on or about July 1 and the last paycheck in December), as follows:

| <u>Years of Service Completed</u> | <u>Maximum number of cashable hours per year</u> |
|-----------------------------------|--|
| Less than 5 years | Up to 60 hours |
| 5 years or more | Up to 120 hours |

Detailed breakdown of the maximum number of cashable hours allowed twice per year, on or about July 1, and the last paycheck in December:

| <u>Years of Service Completed</u> | <u>Maximum number of cashable hours on or about July 1st</u> |
|-----------------------------------|--|
| Less than 5 years | Up to 30 hours |
| 5 years or more | Up to 60 hours |

| <u>Years of Service Completed</u> | <u>Maximum number of cashable hours on the last paycheck in December</u> |
|-----------------------------------|--|
| Less than 5 years | Up to 30 hours |
| 5 years or more | Up to 60 hours |

In order to exercise the cash-out option 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 1, and 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.

4.03. Sick Leave

Sick leave shall be defined as in Section 2.04.320 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

- A. Employees accrue one working day of sick leave for each completed calendar month of service
- B. Sick leave is defined as absence from duty because of the employee's: illness; on the job 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 spouse, child, sibling, parent, grandchild, grandparent or the employee's registered domestic partner that 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 spouse, child, sibling, parent, grandchild, grandparent, registered domestic partner, or other family members as provided under applicable law. For the purposes of this section, parents and children of the employee's spouse or domestic partner are covered by this provision.

4.04. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the City Attorney and the City Manager. Such leave

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.

4.05. Military Leave

The City shall administer military leave in accordance with Federal and State law.

4.06. Workers' Compensation Leave

Employees who are entitled to receive disability payments under the Workers' Compensation Act of California for on-the-job injuries sustained in the performance of the duties of the employee's position, shall receive from the City during the first 30 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.

If the City negotiates changes to the Workers' Compensation leave program with other City bargaining groups, with the exception of the Santa Monica Police Officers Association, the Santa Monica Firefighters, Local 1109, and SMART-TD, those changes shall apply to the employees of PAU on the same effective date.

4.07. Jury Duty

Employees, when duly called to serve on any jury and when not excused therefrom, shall receive their regular compensation less all jury fees received excluding mileage for the time required to be spent on active jury duty. In recognition of the important and sensitive relationship between deputy city attorneys, individual judges, and the court system as a whole, as well as with members of the public, this compensation covers an unlimited amount of jury service time. Continuing this benefit will help present a positive image of the City Attorney's Office to the courts and the public, and will demonstrate the City Attorney's Office's support for the jury system.

Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. The employee shall make every effort to cooperate with any request by the City Attorney or his/her designee to request a delay in jury service to accommodate important department work in progress. Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

4.08. Bereavement Leave

Bereavement leave of not more than five working days with pay shall be provided for absence from duty due to the death of a member of the employee's immediate family, meaning spouse, domestic partner, child, children of the employee's domestic partner, step child, brother, sister, parent, step-parent, parent-in-law, son-in-law, daughter-in-law, step-brother, step-sister, grandparent, grandchild. Bereavement leave of not more than three working days 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, or 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. Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child who requires constant parental supervision shall be entitled to a leave of absence totaling four months immediately following the child's birth or adoption and shall be returned to the same job

classification occupied prior to the leave upon its expiration. Paid vacation leave or sick leave, if applicable, as well as unpaid leave shall be counted toward the four-month total. Paid sick leave can be used only if the requirements of this MOU or Section 2.04.570 (Sick Leave) of the Santa Monica Municipal Code are met. Additional leave may be requested under the provisions of this MOU governing leaves of absences without pay (Section 4.04).

Maternity leave is not the same as parental leave and shall be administered in accordance with State and Federal law.

4.10. Professional Leave

The City agrees to grant each employee five non-cashable professional leave days, available July 1st of each fiscal year. Only those employees who are in pay status as of July 1st are eligible to receive the non-cashable professional leave days for that fiscal year. Only three of the five non-cashable professional leave days may be carried over from year to year if not used in any given fiscal year. The employee shall not be compensated for unused non-cashable professional leave days at the end of the fiscal year.

The City agrees to grant each employee two (cashable professional leave days per fiscal year. The two cashable professional leave days shall be earned in increments with one available July 1 of each year and one additional day available January 1 of each year. An employee must be in pay status as of the date on which the cashable professional leave day becomes available in order to be eligible to receive the cashable professional

leave day. A cashable professional leave day shall be payable to the employee, upon request of the employee during the last pay period in December. Any unused cashable professional leave days shall be payable to the employee, upon request of the employee in the last pay period of the fiscal year. A paid professional leave day means eight hours at the employee's base salary rate of pay.

Each employee who is required, by the scheduling requirements of the court system, to work Monday through Friday of each calendar week, is entitled to receive five additional non-cashable professional leave days over and above those described above. The five additional non-cashable professional leave days shall be earned in increments with three days available July 1 of each year and two additional days available January 1 of each year. An employee must be in pay status as of the date on which the non-cashable professional leave days become available in order to be eligible to receive the non-cashable professional leave days. These five additional non-cashable professional leave days cannot be carried over from year to year if not used in the fiscal year in which they accrued, nor shall the employee be compensated for unused non-cashable professional leave days at the end of the fiscal year. Any unused non-cashable professional leave days shall be forfeited at the end of the fiscal year. If the City Attorney's Office places an employee who would normally be required to work Monday through Friday as of result of the scheduling requirements of the court system on a compressed work schedule, said employee is no longer entitled to receive the additional non-cashable professional leave days once his/her work schedule has been changed.

ARTICLE V. WORKING CONDITIONS

5.01. Safety

The City shall provide a reasonably safe and healthy working environment in accordance with applicable State and Federal laws and regulations. PAU agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

5.02. Employee Parking

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single occupancy vehicle (SOV) driving, a parking cash-out incentive shall be offered. Each employee has the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation and forego receiving a card or other parking identification placard in exchange for a monthly payment (cash-out) in the amount of \$100. Employees are not eligible for the parking cash-out if they drive alone (i.e., SOV driving) to work and park in an alternative location to their designated parking location.

In order to facilitate the need for parking cash-out participants to drive to work and park occasionally, the City will provide a pay-per-use parking card (or other mechanism based on available technology) upon request by the employee to park in the Civic Center parking facility. The first five uses of the card per month will not be charged. Based on the number of times the employee drives to work alone (i.e., SOV driving) during the month, beginning with the sixth monthly usage of the card, the employee will be charged \$10 per use to be deducted from the following month's cash-out payment. Participants receiving the cash-out who park in uncontrolled lots will receive a day pass to park when needed. For each day pass issued, beginning with the sixth used each month, the employee will be charged \$10 per use to be deducted from the following month's cash-out payment.

The cash-out is currently taxable. If tax laws are modified to allow the cash-out to be designated as pre-tax, the City will then provide the cash-out as a pre-tax benefit. Employees receiving cash-out may opt out of the program by notifying the program administrator and a parking card or identification placard shall be issued, which will be valid beginning the first day of the following month, and parking cash-out will be cancelled.

This provision does not apply to employees who travel to and from work in a City provided vehicle on a regular basis.

The employees recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the City's Transportation Demand Management (TDM) Plan Ordinance. If members of the PAU's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with PAU before any employees would be subject to such a charge.

5.03. Performance Evaluations and Effect of Job Performance On Salary

- A. The City Attorney or his/her designee shall evaluate in writing the performance of employees on the following schedule:
 - (1) Once at the conclusion of the first six months of employment.
 - (2) At the conclusion of the first year of employment.
 - (3) Annually thereafter on or about the employee's date of entrance anniversary.

- B. The City Attorney may authorize one or more salary step increases, as outlined in Section 2.02.E, and/or promotion to Deputy Attorney II or Deputy Attorney III. The City Attorney shall consider the employee's productivity, quality of work and equity of the employee's pay when making a determination as to whether or not an employee merits a salary step increase or promotion. Prior to, or contemporaneous with, the employee's annual performance evaluation, the employee may submit a written request that he/she be considered for a step increase and/or promotion.

- C. An overall BELOW SATISFACTORY or NOT ACCEPTABLE rating may be given on the employee's prescribed periodic performance evaluation if the employee is rated BELOW SATISFACTORY or NOT ACCEPTABLE in one or more essential job functions, as established by the City Attorney, or in the employee's job performance taken as a whole. Notwithstanding any provision contained herein, there will be no increase in wages of any kind as a result of a less than satisfactory rating in one or more essential job functions, as established by the City Attorney, or in the employee's job performance taken as a whole. There will be no subsequent increases in wages until the less than satisfactory rating in an essential job function or the employee's job performance taken as a whole has improved to at least the SATISFACTORY level.

An employee who receives a less than satisfactory rating in an essential job function, as established by the City Attorney, or in the employee's overall job performance taken as a whole, shall receive a follow-up evaluation in six months to assess progress in correcting performance problems. A follow-up evaluation in which the job performance rating in the essential job function or in the employee's overall job performance taken as a whole is still less than satisfactory may, at the sole discretion of the City Attorney, result in disciplinary action, including demotion or termination.

An employee who receives an overall performance evaluation rating of BELOW SATISFACTORY or NOT ACCEPTABLE may request review of the rating by a panel consisting of the Assistant City Attorney, Chief Deputy City Attorney of the employee's Division, and a third Deputy City Attorney of the employee's choice who shall review the rating and make recommendations to the City Attorney in writing. The City Attorney shall consider the recommendations of the

panel and respond with his/her final decision including reasons, in writing.

5.04. Employment Separations

A. Reductions in Force

PAU, and each affected member of PAU, shall be provided 30 days' written notice of any reduction in force (i.e., layoff resulting from a reduction of the number of Deputy City Attorney positions budgeted in the City's Adopted Budget) . No employees shall be terminated pursuant to this provision prior to expiration of the 30-day period.

ARTICLE VI. EMPLOYER-EMPLOYEE RELATIONS

6.01. Payroll Deductions

It is mutually understood and agreed that the City will deduct monthly and remit to the office or officer designated in the employee payroll deduction authorization any dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident insurance premiums.

6.02. Reasonable Notice

A copy (via the United States Postal Service or e-mail) of the City Council and/or Personnel Board agenda for each meeting mailed or sent by e-mail to the authorized representative of the Recognized Employee Organization shall constitute reasonable written notice, and notice of an opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

6.03. Time Off for Union Business

Authorized PAU representatives shall be allowed to utilize a total for 40 hours of time off with pay during each calendar year to conduct necessary PAU business. These 40 hours per annum represent the aggregate maximum use for all authorized representatives of the PAU per annum.

6.04. Grievance and Complaint Policy

Any grievances, disputes, or disagreements that arise concerning the interpretation or application of the terms of this MOU, with the exception of those complaints covered in Section 5.03 (Performance Evaluations), shall be resolved as follows:

Grievances, disputes or disagreements concerning the interpretation or application of the terms of this MOU shall be resolved, if possible, by meeting and conferring in good faith. If unresolved by such meetings within five working days the parties shall consider submitting such issues to mediation. If either party does not agree to mediation with five working days, the parties shall then select a grievance board made up of one representative of PAU, one representative from management, and a third who shall be a member of the State Mediation and Conciliation Service who shall also act as chairperson. The decision of the grievance board shall be binding subject to approval of the City Council.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Agreement to be executed this 27 day of February, 2023.

PUBLIC ATTORNEYS UNION

CITY OF SANTA MONICA

Samantha Brown

Samantha Brown
PAU Representative

DocuSigned by:



David White
City Manager

DocuSigned by:

Brandon Ward

Brandon Ward
PAU Representative

DocuSigned by:

Matthew Polin

Matthew Polin
PAU Representative

DocuSigned by:

Jonathan Erwin-Frank

Jonathan Erwin-Frank
PAU Representative

APPROVED AS TO FORM:

Attest:

DocuSigned by:

DOUGLAS SLOAN

Douglas Sloan
City Attorney

DocuSigned by:

Denise Anderson-Warren

Denise Anderson-Warren
City Clerk