

LETTER OF AGREEMENT
BETWEEN
CITY OF SANTA MONICA
AND
PUBLIC ATTORNEYS UNION

Representatives of the City of Santa Monica (City) and the Public Attorneys Union (PAU) have reached an understanding as to the impacts of the City's restructuring and budget reduction process approved by City Council on May 5, 2020, in response to the COVID-19 public health crisis, which has resulted in a reduction in force affecting employees represented by PAU.

Management, with City Council's approval, eliminated three Deputy City Attorney positions (one Deputy City Attorney II and two Deputy City Attorney IIIs). Pursuant to this Letter of Agreement, the Deputy City Attorney II position will be restored. The member holding one of the abolished Deputy City Attorney III positions accepted the Voluntary Early Separation Incentive Program (VESIP) on May 23, 2020. The member holding the other abolished Deputy City Attorney III position will be separated from employment pursuant to the Lay-Off Severance Package below.

This Letter of Agreement shall operate to amend the current Memorandum of Understanding (MOU) between the parties (Contract No. 10544 (CCS)) that presently is in full force and effect, as follows:

1. Lay-off Severance Package

In addition to the accrued leave cash outs to which employees separated from City employment are legally or contractually entitled as of the date of their separation, the City will provide a severance package to each PAU employee being separated from the City due to layoff because the employee's position has been eliminated as a result of the City reorganization described above. The severance package will include:

- a. A lump sum payment of \$16,000; provided, however, that if the City agrees to a severance payment for laid off employees of more than an average of \$16,000 per separated employee (or agrees to provide any such laid off employee with an additional item of value that causes his/her severance package to exceed an average value of \$16,000) with any of the following bargaining units: ATA, IBT, FEMA, Local 1109, MEA, MTA, PALSSU, POA, SMART-TD, or STA, then the City shall provide such PAU employee with the same severance amount and/or item of value as agreed to with the other bargaining units; and

PAU represented employees subject to lay off shall be separated from City service effective October 10, 2020.

In consideration for the foregoing benefits, each laid off PAU employee shall execute a severance agreement and general release and waiver of all claims against the City, as specified in Attachment A.


2. MOU Term: July 1, 2020 through June 30, 2022.
3. COLA: PAU represented members waive and shall not receive a Cost of Living Adjustment during the term of the MOU.

4. Salary Reductions: All members of PAU shall have their salary reduced by 3.5% during the term of the MOU. At the expiration of the MOU, June 19, 2022, the 3.5% salary reduction shall sunset and salaries shall be restored.
5. Sick Leave Cash Out: All members of PAU will forego Sick Leave Cash Out during the term of the MOU. At the expiration of the MOU, June 30, 2022, members' right to participate in the Sick Leave Cash Out program shall be restored.
6. Sick Leave Accrual: PAU members will accrue 40 hours of additional sick leave on July 1, 2020 and July 1, 2021. The additional accrued sick leave does not expire and is eligible for the Sick Leave Cash Out program once the suspension is lifted.
7. Restoration of Positions: The City Attorney's Office shall use the savings from the salary reduction to: (a) restore a Deputy City Attorney II position in the Civil Liability Division that was previously abolished as the result of the City's reorganization; and (b) fund in an overhire capacity through June 30, 2022 an Administrative Analyst – CAO position that was previously abolished as a result of the City's reorganization.
8. Permanent Hires: City agrees that the Salary Reductions and Sick Leave Cash Out program suspension set out in paragraphs 4 and 5 above shall cease immediately if, during the two-year term of the MOU, the City hires a new permanent Deputy City Attorney into a Deputy City Attorney position that results in the number of Deputy City Attorneys being in excess of 24. In the event an existing PAU member departs from the City Attorney's Office during the term of the MOU, the City may hire a permanent Deputy City Attorney to replace the departing PAU member.
9. This Letter of Agreement represents the agreement between PAU and the City regarding (a) impact bargaining matters resulting from the City's restructuring as approved by City Council on May 5, 2020 and (b) a successor MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Agreement to be executed this 16th day of November, 2020.

ATTEST:

CITY OF SANTA MONICA
a municipal corporation

DocuSigned by:

DENISE ANDERSON-WARREN
City Clerk

DocuSigned by:

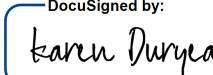
BY: LANE DILG
Interim City Manager

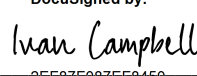
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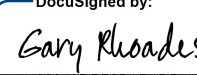
PUBLIC ATTORNEYS UNION

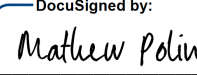
DocuSigned by:

GEORGE S. CARDONA
Interim City Attorney

DocuSigned by:

BY: KAREN DURYEA
PAU Representative

DocuSigned by:

IVAN CAMPBELL
PAU Representative

DocuSigned by:

GARY RHOADES
PAU Representative

DocuSigned by:

MATHEW POLIN
PAU Representative

Attachments:

- A. Severance Agreement and General Release and Waiver