

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SANTA MONICA

AND

PUBLIC ATTORNEYS UNION

This side letter memorializes an agreement reached between the City of Santa Monica ("City") and the Public Attorneys Union ("PAU"), to reflect agreed upon amendments to the July 1, 2012 – June 30, 2015 Memorandum of Understanding ("MOU") entered into between the City and PAU. All other terms and conditions of the existing MOU shall remain in full force and effect. Effective July 1, 2016, the changes are as follows:

1. Article I. General Provisions, Section 1.03, the first sentence shall be replaced with the following:

This MOU shall be effective as of the 1st day of July, 2012 and shall remain in full force and effect until the 30th day of June, 2017.

2. Article II. Compensation, Section 2.02, Salaries, subsection (B), second full paragraph, shall be replaced with the following:

Effective July 1, 2013, July 1, 2014 July 1, 2015 and July 1, 2016, salaries of employees in job classifications represented by PAU shall receive a general salary increase (also known as a cost of living adjustment or COLA) equal to the highest COLA or general salary increase received on the same effective date by any other non-safety miscellaneous City bargaining units with the exception of the Santa Monica Police Officers Association, the Santa Monica Firefighters, Local 1109 and the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division, Local 1785.

3. Article II. Compensation, Section 2.02, Salaries, subsection (D), shall be replaced with the following:

An employee assigned as Chief Deputy of a division shall receive Management Incentive Pay as 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. Management Incentive Pay as compensation earnable is defined in California Government Code §20636(c) and 2 California Code of Regulations §571 and shall be equal to an additional 10% of their annual base salary per year. This Management Incentive Pay will be paid on a bi-weekly basis.

4. Article V. Working Conditions, Section 5.03, Performance Evaluations, subsection (D), third full paragraph, shall be replaced with the following:

During the fiscal year 2016-17, eligible employees shall receive a performance bonus based on a 5% maximum of his/her annual base salary for the period prior to July 1, 2017. During the fiscal year 2017-18, employees previously eligible for a performance bonus shall receive a prorated bonus based on a 5% maximum of his/her annual base salary for the period between their anniversary date and July 1, 2017.

5. In Article V. Working Conditions, Section 5.03, Performance Evaluations, subsection (D), the last paragraph, the phrase:

shall cease effective June 30, 2016

shall be replaced with the following:

shall cease effective June 30, 2017.

6. The parties agree to delete the fourth full paragraph in Article V, Section 5.03, (D), which begins with the phrase, "The base salaries used...."

7. Re-opener

If the position of City Attorney becomes an elected official as a result of a ballot measure, the City agrees to meet and confer with the union regarding any potential impacts. Per the MMBA, the duty to meet and confer in good faith creates a mutual obligation to meet and confer on request by either party and to endeavor to reach agreement on matters within the scope of representation before any changes to the terms and conditions of employment by PAU members are implemented by an elected City Attorney.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 28 day of Sept. 2016.

ATTEST:

Denise Anderson Warren
DENISE ANDERSON-WARREN
City Clerk

CITY OF SANTA MONICA
a municipal corporation

By: Rick Cole
RICK COLE
City Manager

APPROVED AS TO FORM:

Marsha Jones Moutrie
MARSHA JONES MOUTRIE
City Attorney

FOR THE PUBLIC ATTORNEYS UNION

Karen Duryea
Karen Duryea

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