

CONTRACT # 11742 (CCS)

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF SANTA MONICA, CALIFORNIA**  
**AND**  
**SUPERVISORY TEAM ASSOCIATION**  
**2025-2030**

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## **SUPERVISORY TEAM ASSOCIATION**

### **CITY OF SANTA MONICA**

#### **ARTICLE I: GENERAL PROVISIONS**

##### **1.01 Parties to Memorandum**

This Memorandum of Understanding (“MOU” or “Agreement”) has been negotiated and prepared 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 duly authorized representatives of the Supervisory Team Association (“STA”) on behalf of employees occupying the job classifications set forth in Exhibit A, who are included in the Unit of Representation with respect to which the City has determined that STA is the recognized employee organization (the Bargaining Unit), to this Agreement.

If new job classifications are created that are proposed to be added to the bargaining unit represented by STA, the Employee Relations Officer, or their designee, will notify STA prior to the Personnel Board and City Council considerations of the new classifications. If job classifications from another City bargaining unit are transferred to this bargaining unit, the Employee Relations, or their designee, will notify STA prior to that transfer occurring. The City intends to follow the MMBA and Santa Monica Municipal Code Chapter 2.05, in regard to notification and potential negotiations as it relates to adding or deleting classifications from the bargaining unit.

##### **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 STA.

##### **1.03 Term of Agreement**

This Agreement is effective as of July 1, 2025, and remains in full force and effect until June 30, 2030. The parties are encouraged to notify each other of a desire to modify this Agreement on or before March 1, 2030. Negotiations will be scheduled promptly following any such notification.

#### **1.04 City Council Approval**

This MOU 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 Organization**

STA is hereby acknowledged as the Recognized Employee Organization representing only the job classifications included in the Bargaining Unit as set forth in Exhibit A.

It is the mutual understanding of the parties to this Agreement that acknowledgment of STA as the recognized employee organization:

- 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 STA 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 that the scope of representation 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. Each party, for the term of this MOU, specifically waives the right to negotiate for changes herein, and agrees that the other shall not be required to negotiate for changes herein, whether or not the subjects were known to the parties at the time of execution hereof this Agreement as proper subjects within the scope of representation.

The wages, hours of work, and other terms and conditions of employment covered by this MOU, including those wages, hours of work, and other terms and conditions of employment in existence prior to this MOU, although not specifically referred to in this MOU, shall constitute the wages, hours of work, and other terms and conditions of employment for the term of this MOU.

### **1.08 Management Rights Reserved**

The City retains all rights not specifically delegated 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 Peaceful Performance of City Service**

Participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.

- A. Neither party to this Agreement will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. If there is any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies, or disciplinary actions, may by action of the City Manager cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

- C. Neither STA, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section apply for the term of this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by STA shall be cause for the City, at its sole option, to terminate this Agreement in addition to whatever other remedies may be available to the City at law or in equity.
- D. There shall be no general lockout of bargaining unit members.

#### **1.10 Validity of Memorandum of Understanding**

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder of this MOU shall remain in full force and effect. Such illegal or invalid section shall be substituted with a benefit of equal value or worth, with the parties hereto to immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

If any change is made in any federal or state law, or in any rules and regulations implementing such legislation, or in any City Charter provision or Santa Monica Municipal Code provision that would be applicable and contrary to any provision in this MOU, then such provision 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.

#### **1.11 Captions for Convenience**

The captions in this Agreement are for convenience only and are not a part of this MOU and do not in any way limit, define, or amplify the terms and provisions of this MOU.

#### **1.12 Non-Discrimination and Equal Employment**

STA 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, and 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.

### 1.13 Definitions

The following definitions apply in the interpretation of this MOU:

- A. "Completed Calendar Month of Service" means a calendar month that an employee is in pay status for 88 hours in two consecutive bi-weekly pay periods.
- B. "Compressed Work Schedule" means a work schedule in which a full-time employee is assigned to work a total of 80 regularly scheduled work hours in nine or less days in a given two-week (i.e., two work weeks) period.
- C. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into a position in the Classified Service of the City, either by original employment, re-employment, or promotion. The date of entrance anniversary for employees with broken service is the date on which the last unbroken service was effective.
- D. "Exempt Employee" means an employee who occupies a position in a classification that the City has determined to be exempt from overtime as defined in the Fair Labor Standards Act (FLSA).
- E. "Full-Time Work Week" means 40 hours within the seven consecutive day period established as the work week for the affected employee(s).
  - (1) Employees who are employed in a work week less than the full-time work week shall be compensated in that proportion of the compensation for full-time employment as the number of hours budgeted for that position bears to the full-time work week; compensation shall include base salary, deferred compensation, and any other skill pays provided by this Agreement. Employees who are employed in a work week greater than the full-time work week shall be compensated for hours in excess of the full-time work week on the basis of and in accordance with the provisions of Section 2.03 of this MOU relating to overtime.
  - (2) Employees who regularly work less than the full-time work week shall accrue vacation, sick leave, and other time off in the same ratio as the average number of hours they work per week is to the full-time work week for the position occupied. Other fringe benefits shall be provided to part-time employees as if they were employed on a full-time basis.
- F. "In Pay Status" means earning pay.
- G. "Line-item position" means 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. Other fringe benefits shall be provided to part-time employees as if they were employed on a full-time basis.
- H. "Nearest Dollar" means the next lower dollar when the computed amount is \$0.49 or less and the next higher dollar when the computed amount is \$0.50 or more.
- I. "Pay" means compensation for regular hours worked, sick leave, vacation, bereavement leave, holidays, supervisory leave days, compensatory time off, and jury duty.
- J. "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 his or her position, which position is held pending the employee's return.

The term "permanent employee" is not to be construed to imply a guarantee of continued employment. However, no permanent employee shall be denied the right to those due process protections appropriate to their status under the Municipal Code, City Charter, and applicable law.

- K. "Salary Range" means the normal five-step (step 1 through step 5) hourly or monthly pay scale (and the bi-weekly equivalent) assigned to each job classification.
- L. "Salary Range Steps 1 through 5" for each job classification means and is established to bear the following percentage relationship to Salary Range Step 5 computed to the nearest dollar. Normal progression through the salary range toward Step 5 shall be in annual step increments.

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%

M. "Service Date" means the employee's most recent date of employment as a permanent employee with the City. Unless prohibited by the Family and Medical Leave Act, or similar state or federal legislation, the employee's service date shall be adjusted for unpaid leaves of absence that exceed 30 calendar days, with the employee's service date being moved forward by the same number of days as the unpaid leave of absence. If a permanent employee separates from the City but is rehired within 12 months, the break in service between the last date of employment and the date on which the employee is rehired will be treated as an unpaid leave of absence for the purpose of establishing the employee's service date with the City.

N. "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.

#### **1.14 Overpayment Remedy**

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

#### **1.15 Payments at Termination**

When a permanent employee leaves the service of the City, that employee is entitled to a lump-sum payoff of vacation leave, unused Supervisory Leave days, and unused accrued compensatory time only. No claim may be made against the City for the use or payment of unused sick leave or other leave days, nor can the effective date of termination be extended by the use of compensatory time, sick leave, vacation, or other leave days.

## **ARTICLE II: COMPENSATION**

### **2.01 Effective Date of Pay Increase**

Changes in salary rates and salary-related benefits for promotions, demotions, and acting pay changes are effective on the actual effective date of the action. All other salary rates and salary-related benefit changes are effective the first day of the pay period after the actual effective date of the action; 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 pay period.

### **2.02 Salaries**

Salaries of employees shall be on a monthly rate, paid on a bi-weekly equivalent basis. In lieu of the bi-weekly equivalent to a monthly rate, the City Manager may fix the compensation of any position at an hourly rate. In positions for which the work week is 40 hours, the hourly rate shall be determined by dividing the bi-weekly rate by 80.

Effective July 1, 2025, the base salaries of employees shall increase by 2%, and employees shall each receive a one-time signing bonus of \$1,000. Only those employees who are in pay status on July 1, 2025, are eligible for this one-time bonus.

Effective July 1, 2026, the base salaries of employees shall increase by 2%.

Effective July 1, 2027, the base salaries of employees shall increase by 3%.

Effective July 1, 2028, the base salaries of employees shall increase by 4%.

Effective July 1, 2029, the base salaries of employees shall increase by 4%.

Should the City provide a base salary increase for City employees represented by ATA, IBT, MTA, or MEA, STA represented employees shall receive the same base salary increase.

Employee-initiated compensation studies are suspended during the term of this Agreement. Any other equity adjustments will be conducted in accordance with Exhibit B of this Agreement.

A one-time compensation study will be conducted during the term of this Agreement for the STA-represented positions that have not been studied within the three years preceding July 1, 2025. This one-time study shall be completed by June 30, 2028, with any necessary salary changes to be effective July 1, 2028. Additionally, a salary compaction analysis of STA-represented positions will be completed by July 1, 2029. The analysis shall focus on identifying compaction between STA-represented classifications and their subordinate classifications.

Bonuses or other additional pays provided to subordinate classifications may be considered in the analysis, provided that such bonuses or additional pays are not based on certifications or licenses tied to the subordinate position.

## **2.03 Overtime**

Overtime for full-time permanent employees means work in excess of the employee's regularly-scheduled workday or in excess of 40 hours in one week. Overtime for permanent part-time employees who regularly work less than 8 hours in one day and 40 hours in one week means work in excess of 8 hours in one day or 40 hours in one week. Overtime hours must have the prior approval of an authorized management official.

For the purpose of calculating overtime, discretionary paid time off (i.e., vacation, personal leave (MOU days), floating holidays, and compensatory time off) does not count towards the 40 hours. However, discretionary time off, if pre-approved by the employee's supervisor, shall count as time worked for the purpose of calculating overtime if the employee is scheduled to work on a regularly-scheduled day off during the applicable work week. Non-discretionary paid time off, defined as all other paid leave time, counts towards the 40 hours.

In addition, if an employee is required to work on a holiday observed by the employee's department or division, as specified in Section 4.01, the employee shall be paid overtime for all hours worked on the holiday in addition to holiday pay. If the employee works on an authorized holiday, the actual number of hours worked on the holiday shall count towards the 40 hours for the purpose of calculating overtime for the work week. If a Communications Center Supervisor is required to work overtime on an emergency basis, all paid leave time shall count towards the 40 hours.

All authorized overtime shall be compensated with cash payment based upon 1.5 times the hourly rate equivalent to the employee's monthly salary computed to the nearest one-quarter of an hour (six minutes is equivalent to 15 minutes). Instead of cash payment, an authorized management departmental official may grant compensatory time off at the rate of 1.5 hours off for such overtime, provided that such compensatory time off can be granted only within the fiscal year in which it is earned. Each employee shall have the option, on June 30th and December 30th of each year, to cash out accrued compensatory time off at the rate it was earned. Any compensatory time accrued and not taken by June 30th of any fiscal year will be paid to the employee at the end of the fiscal year at the rate earned.

The City shall make a reasonable effort to distribute overtime equitably among employees in the applicable job classification in an operational work group. The distribution of pre-scheduled overtime shall occur on a rotational basis by seniority and that rotation shall include persons working in an acting capacity. Deviations from the rotation shall only occur in rare circumstances where individual skill sets are necessary. Additional work assigned to an employee that brings the

employee's total work hours to 40 hours for the work week will not be considered an overtime assignment under this provision. If an employee believes he/she has been improperly denied overtime assignments, such claims may be processed through the grievance procedure.

In no event may an employee's work schedule be changed to avoid the payment of overtime unless the employee initiates the schedule change.

## **2.04 Shift Differential**

Permanent employees shall receive shift differential as follows:

- A. \$2.50 per hour for all hours worked on the shift for employees whose schedule requires that the employee work at least four hours between 4:00 PM and 12:00 AM (midnight), subject to Subsections C., D., and E. below.
- B. \$2.75 per hour for all hours worked on a shift for employees whose schedule requires the employee to work at least four hours between 12:00 AM (midnight) and 7:00 AM, subject to Subsections C., D., and E. below.
- C. If any employee qualifies under both Subsections A. and B. above, Subsection B. shall apply.
- D. Shift differentials are not applicable when the scheduled work hours are compensated as overtime.
- E. Shift differentials are not applicable when the employee is working the above hours as part of a "split shift." "Split shift" means a shift of eight or more hours in a single day, separated by a break of at least three non-working hours during the shift. Such employees shall be paid the applicable shift differential, established in Subsection A. or B. above, only for the hours actually worked on that shift.
- F. If, during the term of this MOU, a higher shift differential is provided by the City Council to any bargaining unit of employees subordinate to supervisors covered herein, employees covered herein shall receive the higher rate.

## **2.05 Skill/Assignment Pay**

The following provisions apply for additional compensation to employees for receiving certificates that enhance their ability to do their job:

- A. The Public Landscape Superintendent shall receive an additional bi-weekly amount of \$23.08 if he/she receives a National Recreation and Park Association (NRPA) Playground Safety Inspector Certificate.
- B. The Urban Forester shall receive an additional bi-weekly amount of \$23.08 per certificate or license if he/she receives a Municipal Specialist by the

International Society of Arboriculture, a State of California Pest Control Adviser (PCA) License, and/or a State of California Qualified Applicator Certificate (QAC).

- C. Mobile Command Post Certification –A STA member in the Police Department shall receive a bi-weekly amount of \$30 upon issuance of a Class B driver's license and completion of training associated with the Mobile Command Post. In order to retain this benefit, the employee must maintain a Class B driver's license.
- D. Crime Scene Certification - The Forensic Supervisor and Forensic Specialist shall each receive a bi-weekly amount of \$30 upon conferral of Crime Scene Certification of which said skill is used as a part of their assigned job duties. In order to retain this benefit, the employee must maintain the certification.

E. Water Treatment and Distribution Operator Certification

A Water Treatment and/or Distribution Operator who obtains a Water Treatment Operator or Water Distribution Operator certification from the State Water Resources Control Board – Division of Drinking Water (DDW) that is either one, two, or three level(s) above the employee's job classification minimum requirements shall receive a bi-weekly bonus per the schedule below.

The bi-weekly bonuses are not cumulative. The bi-weekly bonus is eligible to all employees within the Water Resources Division where their job classification requires the employee to possess a valid Water Treatment Operator Certification and/or Water Distribution Operator Certification issued by DDW. The employee must maintain a valid and active certification to receive the bi-weekly bonus. The employee is required to submit renewed certificates no later than the Monday three weeks prior to the certification expiration date. If a certificate has expired and the employee fails to provide a new certificate within the above time, there will be no incentive paid until the employee provides the valid certificate. There will be no retroactive pay unless the employee can demonstrate that the certificate was earned, but not issued, through no fault or omission of the employee. A list of eligible classifications is listed in Exhibit D.

F. Wastewater Treatment Operator and Advanced Water Treatment Operator Certification

A Wastewater Treatment Operator who obtains a Wastewater Treatment Operator Certification from the State Water Resources Control Board – Wastewater Operator Certification Program that is either one, two, or three level(s) above the employee's job classification minimum requirements

shall receive a bi-weekly bonus per the schedule below. The bi-weekly bonuses are not cumulative.

The bi-weekly bonus is eligible to all employees within the Water Resources Division where their job classification requires the employee to possess or desired to possess a valid Wastewater Treatment Operator Certification issued by the State Water Resources Control Board – Wastewater Operator Certification Program and/or Advanced Water Treatment Operator Certification issued jointly by the American Water Works Association California-Nevada Section and the California Water Environment Association. The employee must maintain a valid and active certification to receive the bi-weekly bonus. The employee is required to submit renewed certificates no later than the Monday three weeks prior to the certification expiration date. If a certificate has expired and the employee fails to provide a new certificate within the above time, there will be no incentive paid until the employee provides the valid certificate. There will be no retroactive pay unless the employee can demonstrate that the certificate was earned, but not issued, through no fault or omission of the employee. A list of eligible classifications is listed in Exhibit E

G. Environmental Compliance Inspector Certification

An employee in the Water Resources Protection Programs who obtains an Environmental Compliance Inspector Certification from the California Water Environment Association (CWEA) that is either one, two, or three level(s) above the employee's job classification minimum requirements shall receive a bi-weekly bonus per the schedule below. The bi-weekly bonuses are not cumulative.

The bi-weekly bonus is eligible to all employees within the Water Resources Division where their job classification requires the employee to possess a valid Environmental Compliance Inspector Certification issued by CWEA. The employee must maintain a valid and active certification to receive the bi-weekly bonus. The employee is required to submit renewed certificates no later than the Monday three weeks prior to the certification expiration date. If a certificate has expired and the employee fails to provide a new certificate within the above time, there will be no incentive paid until the employee provides the valid certificate. There will be no retroactive pay unless the employee can demonstrate that the certificate was earned, but not issued, through no fault or omission of the employee. A list of eligible classifications is listed in Exhibit F.

H. HoST Assignment Bonus

An employee who is assigned full-time to supervise the City staff responsible for homeless clean-up efforts as part of the Homeless Support

Team (HoST) shall receive a bi-weekly bonus equal to 7% of their bi-weekly base salary rate.

In order to retain these benefits, the employee must maintain the certification or license. Additional positions may be determined to qualify for the skill pays listed above, during the term of the MOU.

## **2.06 Call-Back Pay**

- A. If the City calls back any full-time employee after their normal working hours to perform work, the City shall pay the employee the appropriate overtime compensation, but not less than a minimum of four hours' pay regardless of time actually worked as a result of being called back to work to perform services for the City.
- B. If an employee in the Police, Fire Department or an employee who works in the Communications Center within the Office of Emergency Management receives a work-related telephone call during their off-duty hours for purposes of gaining information or doing other work, the employee is entitled to compensation at the minimum of one-half hour at the appropriate overtime rate. All work-related phone calls will be compensated in quarter-hour increments after the minimum of one-half hour has been met.
- C. Employees outside of the Police or Fire Departments who are provided City-issued cell phones may be eligible to receive a bi-weekly amount of \$50 for the inconvenience of receiving phone calls during their off-duty hours. The City has identified certain classifications for which the current incumbents are eligible to receive the allowance. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. A copy of the current list is attached as Exhibit C to this MOU. Employees who receive the allowance will not receive call-back pay for the time spent on phone calls during their off-duty hours.

## **2.07 Pay Rate on Appointment/Supervisory Differential**

- A. During the term of this MOU, employees shall maintain a differential in pay over their subordinate employees. The supervisory differential for all employees who hold positions in job classifications represented by STA as of the end of FY1992-93 shall be determined by setting the step 5 salary for the job classification at a level that provides at least 15% more than the step 5 salary of the job classification of the employee's highest paid subordinate. The supervisory differential for employees who hold positions in job classifications not represented by STA as of June 30, 1993, shall be determined by setting the step 5 salary for the supervisory job classification at a level that provides at least 10% more than the step 5 salary of the job classification of the employee's highest paid subordinate.



- B. A supervisory differential of 2.7% shall be paid to employees who are assigned to regularly supervise other employees in the same job classification and who are not covered under the terms of the section of this MOU covering pay for serving in a higher classification. Subsections A. and D. do not apply whenever an employee is assigned to regularly supervise other employees in the same job classification.
- C. If the rate of pay received by an employee appointed on promotion to a classification covered by this MOU is equal to or greater than the entrance salary of the new position, the employee's salary shall be increased to that salary step for their new job classification that provides a minimum 5% salary increase, except as provided in Subsection D. or E. below.  
  
A reclassification of a permanent employee to a higher level job classification is considered a promotion and the employee's salary will be increased to the higher salary rate in the new classification that provides a minimum 5% salary increase, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the new classification.
- D. In any event, an employee appointed to a job classification covered by this MOU shall be placed at the step in the pay range for the job classification that provides not less than approximately 5% more than the highest rate being paid to subordinates.
- E. In no event may an employee's pay rate exceed the established salary step 5 for the job classification.

## **2.08 Pay for Serving in a Higher Job Classification**

When, in the determination of the Department Head, it is necessary to specifically assign an employee the significant duties and responsibilities of a higher classification, the employee so assigned shall be compensated as follows:

- A. If the assignment is temporary due to the vacation, sick leave, jury duty or other temporary absence of the employee in the higher classification and the temporary assignment lasts a minimum of 14 consecutive calendar days, the employee temporarily assigned shall receive the salary rate for the temporarily vacant job classification at the lowest salary step that provides a minimum 5% salary increase, provided, however, in no event shall the salary rate exceed the maximum salary rate for the vacant classification being filled by the employee on a temporary basis.
- B. If the position to be filled is vacant and there is no valid eligible list for the classification, the Department Head, if they have initiated procedures to fill the vacancy on a permanent basis, may assign an employee who meets the minimum qualifications of the vacant position to fill the position on a temporary (i.e., "acting") basis. The employee shall receive the salary rate for the vacant classification at the lowest salary step that provides an

increase of at least 5% over their current salary, provided, however, that in no event shall the salary rate exceed the maximum salary rate for the vacant classification being filled by the employee on a temporary basis. If an eligible list exists for the vacant position, the Department Head shall appoint an employee from the eligible list at the earliest possible date, and the provisions of this paragraph shall apply to the employee assigned to cover the vacancy in any interim period.

- C. The provisions of Section 1.13.B. regarding movement through the salary range shall apply in cases where the temporary (i.e., “acting”) assignment is for a duration of one year or more.
- D. An employee specifically assigned to perform the duties and responsibilities of a higher classification may, after 20 working days, choose to return to the employee’s original job classification, provided that another qualified employee is available to serve in the higher classification.

Nothing in this section requires the City to make temporary assignments of employees.

## **2.09 Bilingual Skill Pay**

Qualified employees who meet the following criteria shall receive a bilingual skill pay of a bi-weekly amount of \$23.08:

- A. The employee must be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
- B. There is no limit on the number of employees who can be assigned to speak or translate a language other than English, as long as the employee regularly utilizes such skill during the course of their duties or upon request of City management.
- C. An employee must be certified as qualified through an examination administered by the Human Resources Department.
- D. An employee who holds the position of Communication Center Supervisor and who qualifies for bilingual skill pay under this Section because of Spanish language skills shall receive an additional bi-weekly amount of \$23.08, for a total of \$46.16 bi-weekly.

## **2.10 Reclassifications**

Reclassifications will be conducted in accordance with Exhibit B to this agreement.

## **2.11 Y-rating**

When a personnel action, e.g., transfer to a position in another job classification as a result of a reorganization or reclassification to another job classification as a result of a change in duties, results in the lowering of the salary range of a permanent employee, the employee's salary shall be Y-rated. An employee who has demoted into a lower paying classification in lieu of a layoff shall not have his or her salary subject to Y-rating and, instead, shall receive the salary applicable to the lower pay classification to which he/she 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 a lower salary range. The employee's salary shall remain at such level until the salary range of the new classification equals or exceeds the Y-rated salary. Any employee whose position is abolished shall be transferred to the highest position under the employee's supervision for which he/she qualifies and subject to the "Y-rating" provisions above. The employee shall be represented by the bargaining unit that represents the job classification to which the affected employee has been transferred as the result of a personnel action and the employee shall be covered by the terms and conditions of the Memorandum of Understanding between the City and that bargaining unit.

## **2.12 Portal to Portal Compensation**

The City and the STA acknowledge that the Santa Monica Fire Department ("SMFD") is a mutual aid provider through the California Fire Service and Rescue Emergency Mutual Aid System; SMFD receives requests to dispatch employees occupying positions in classifications represented by STA and emergency apparatus under the terms of the California Fire Assistance Agreement to local, state, or federal emergencies throughout California and the country.

The City and STA agree that employees occupying positions in classifications represented by STA, and who are away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for an emergency response, consistent with a formal request for mutual aid assistance, shall be compensated portal-to-portal, beginning at the time of dispatch from their official duty station until the time of their return to their official duty station, when equipment and personnel are available to be placed back in service within the City of Santa Monica. Overtime as provided for in section 2.03 of this MOU shall apply.

## **2.13 Standby Pay**

An employee required to serve on standby duty shall be paid a bonus of 8.5% of their base salary for those hours that they serve on standby duty. If the employee is called in to work, the employee shall remain on standby pay until they arrive at the work site, at which time they will be compensated for hours worked at the appropriate regular or overtime rate of pay. If the employee goes back on standby duty upon completion of the work for which they were called in, they will receive standby pay for the remaining hours

that they are on standby duty. To be eligible for standby pay, the employee must be able to respond to their work location within 60 minutes. In addition, the employee will be reimbursed for mileage in accordance with the prevailing IRS rate if the employee is required to use their personal vehicle to drive from their regularly assigned place of work (e.g., City Yard) to and/or from the actual work site location to which they are required to respond as a part of their standby assignment.

#### **2.14 Temporary Hazard Assignment Bonus**

In the event that an STA employee temporarily performs the duties of a subordinate employee whom they supervise, and such subordinate position is eligible for and receives hazard pay, the STA employee shall receive a flat-rate bonus of \$2.00 per hour for all hours worked in the performance of those duties. This bonus shall be in addition to the STA employee's regular salary and shall apply only during the period in which the STA employee is performing the subordinate duties.

## **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 that covers City bargaining units represented by the Coalition, which is comprised of the following recognized employee organizations: Administrative Team Associates (ATA), Management Team Association (MTA), Supervisory Team Association (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA), SMART-TD, International Brotherhood of Teamsters Local 911 (Teamsters), members of the Executive Pay Plan (EPP), and members of the Confidential Unrepresented Employees Pay Plan (CUE).

#### **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.

#### **C. Vision Insurance**

The City will provide vision care insurance, at no cost, to employees. 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 or the level of benefits provided under that 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 are set forth in the Umbrella Agreement between the City and a Coalition of recognized employee organizations, as identified in Section 3.01.A.

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

1. The 2.7% @ 55 benefit formula with a final compensation period calculated as the 12 consecutive months of compensation earnable

selected by the employee, as specified in Government Code Section 20042.

2. The employee pays the entire normal member contribution rate as set by CalPERS.
- B. Tier 2 employees hired by the City on or after July 1, 2012, are provided the following retirement benefits:
1. The 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 36 consecutive month period designated by the employee, as specified in California Government Code Section 20037.
  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 (Gov. Code, § 7522.04(f)) are provided the following retirement benefits:
1. 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 36 month period designated by the employee, in accordance with Government Code Section 7522.32.
  2. “New members” shall be required to contribute at least one-half of the total normal cost as calculated and established in the annual CalPERS valuation report. Should the total normal cost of the plan change 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 Tuition Reimbursement**

The City will reimburse permanent full-time employees for the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to appeal to and approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided however, that:

- A. The maximum amount per employee shall not exceed \$2,750 per fiscal year.
- B. The course of study must be approved in advance by the employee's Department Head and the Human Resources Director. The course of study must be taken from an accredited college or university.
- C. The course must be directed to qualify the employee for employment in a position represented in the City work force or to enhance current job skills.
- D. Only employees who have completed an initial probationary period with the City are eligible for this program.
- E. Courses covered by this provision must be taken on the employee's time or on authorized vacation leave.
- F. The employee must exhibit some reasonable expectation of qualifying for the new position upon successful completion of the study course if that was the reason for the course.
- G. The tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the Department Head and the Director of Human Resources. Proof of completion must be provided to the Human Resources Department.
- H. In no event shall the amount of this City-paid benefit be reduced when there is an outside source of aid except in those cases where the aid from any outside source, plus the amount of the City-paid benefit, exceeds the cost of tuition and study material for the approved study course.
- I. The procedure to be followed with regard to the administration of the tuition payment program shall be established by the Human Resources Department. Prior to the implementation of any revisions to the procedure, the Human Resources Department will meet with STA to review the changes.
- J. If the employee does not pass the pre-authorized course or separates from City employment before completing the course, the employee is required to reimburse the City for any payment made by the City under this provision.

### **3.04 Deferred Compensation Plan**

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

The City shall contribute \$125 per month on behalf of each employee to this deferred compensation plan.

### **3.05 Uniform Allowance**

- A. Each permanent full-time or part-time employee, if required to wear a uniform and such uniform is not furnished by the City, shall receive a bi-weekly uniform maintenance allowance of \$35.

If, during the term of this Agreement, the uniform allowance provided to any employees in a unit composed of subordinates to employees in this bargaining unit exceeds a bi-weekly amount of \$35, the employees in this bargaining unit shall receive the higher amount.

- B. In addition to a continuation of the current bi-weekly uniform allowance described in Subsection A. above, the City will provide one new uniform each fiscal year for employees occupying the following job classifications in the Police Department, provided that the employees are required to wear a uniform: Animal Care and Control Supervisor, Crossing Guard Supervisor, Forensic Section Supervisor, Jail Supervisor, Police Records Supervisor, Police Services Management Supervisor, Property/Evidence Supervisor, Public Services Supervisor, and Traffic Services Supervisor.

In addition, provided that receipts are presented for approval at the time of purchase to the Police Captain supervising their division, the City will reimburse employees in the classifications covered in the above paragraph, for the necessary replacement of two uniform shirts and pants, or, in lieu thereof, other department pre-approved equipment of equal value annually and one uniform jacket every three years.

In addition, if the employee can demonstrate that additional uniform items need to be replaced and the employee receives pre-approval from the Police Captain supervising their division, the employee will be reimbursed for the purchase of those additional uniform items upon submittal of receipts for those items. This includes department-required boots or shoes.

If an employee covered by this section assumes a different position in one of the other job classifications covered by Subsection B., the City shall provide the employee with the uniform and equipment required for the position, as specified by management. If an employee covered by Subsection B. assumes a different work assignment in their current job classification, the City shall provide the employee with any new uniform and equipment items required for that work assignment, as specified by management.

- C. The City will furnish and maintain coveralls to those employees that are required to do work that may damage their personal clothing.



- D. Employees not covered under Subsection B. above will be furnished with a distinctive work uniform as prescribed by the City. The City will provide at least nine sets of such uniforms. Maintenance of these uniforms will be in accordance with existing City contracts concerning said uniforms.
- E. The City shall provide to all employees who are required to “work in the field” a voucher or allowance up to \$400 annually for employees to purchase safety shoes at City-designated vendors. If an employee's safety shoes become worn or damaged to such a degree that they are no longer adequate from a safety standpoint, the City shall provide another pair of safety shoes not to exceed the annual maximum.

### **3.06 Mileage Reimbursement and Energy Conservation**

Reimbursement to employees for the authorized use of private vehicles for City business shall be made pursuant to the City Mileage Reimbursement Administrative Instruction.

Employees are encouraged to participate in one of the City Rideshare programs.

### **3.07 Sick Leave Cash-Out**

The employee has the annual option to cash out certain unused sick leave on the terms noted below or to “bank” unused sick leave. An employee can also elect to split the number of sick leave days subject to cash-out 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 96 hours. 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 ten years of service shall be made according to the following schedule:

| <u>Sick Leave Hours Used<br/>In the Fiscal Year</u> | <u>Sick Leave Hours Payable<br/>At Fiscal Year End</u> |
|---|--|
| 16  | 48   |
| 24  | 40   |
| 32  | 32   |
| 40  | 24   |

|            |    |
|------------|----|
| 48         | 16 |
| 56         | 8  |
| 64 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, provided that there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

| <u>Sick Leave Hours Used<br/>In the Fiscal Year</u> | <u>Sick Leave Hours Payable<br/>At Fiscal Year End</u> |
|---|--|
| 16 or less  | 96   |
| 24  | 88   |
| 32  | 80   |
| 40  | 72   |
| 48  | 64   |
| 56  | 56   |
| 64  | 48   |
| 72  | 40   |
| 80  | 32   |
| 88  | 24   |
| 96  | 16   |
| 104   | 8  |
| 112 or more   | 0  |

The use of Code 40 (leave without pay) should be limited to situations where no other appropriate paid leave is available. The use of Code 40 in lieu of sick leave or other paid time off not appropriately scheduled in advance disqualifies an employee from eligibility for payment under this Section for the year in which the unauthorized leave occurs.

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, shall 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.

An employee who retires from the City may cash out up to 25% of their unused, accrued sick leave at the time of retirement. To qualify for this benefit, the employee's retirement date must align with the minimum age requirement of their CalPERS retirement tier formula at the time of separation. For example, if an employee's CalPERS retirement formula is 2.7% @ 55, the employee is eligible for this sick leave cash-out if they retire from the City at age 55 or older.

### **3.08 Vacation Cash-Out**

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

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

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

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation leave than elected vacation hours, only available vacation hours at the time of cash-out will be processed.

### **3.09 Term Life Insurance**

The City will provide and maintain for each permanent employee a term life insurance plan, with individual coverage of two times the employee's annual base salary. The term life insurance premium will be provided to employees at no cost. Employees will be responsible to pay any tax liability through payroll deductions as a result of this fringe benefit.

### **3.10 Disability Insurance**

#### **A. State Disability Insurance**

The City shall contract for State Disability Insurance coverage for employees. State Disability Insurance coverage will be at the City's expense. Eligibility for benefits provided under said plan is subject to the waiting period required by the State of California.

#### **B. The City will maintain a long-term disability insurance plan for permanent employees at no cost to the employee. The long-term disability insurance benefits will be equal to 60% of either the employee's base salary or \$8,333 per month, whichever amount is less, reduced by the employee's income from other sources.**

### **3.11 Professional Development Program**

Employees are eligible to attend, at City expense, professional seminars, conferences and workshops, inclusive of reasonable travel, parking, and accommodation expenses, provided that the seminar or workshop meets the following criteria as determined by the employee's Department Head: 1) is related to the employee's job duties and responsibilities; 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 their Department Head. Training tapes, books, and pamphlets may be acquired under the terms of this Section provided that such materials remain the property of the City.

Requests for professional development shall be submitted to the Director of Human Resources, or their designee, with a copy of the request submitted to the employee's Department Head. The Director of Human Resources, or their designee, will meet with the Department Head to determine whether or not the request for professional development meets the criteria set forth in the first paragraph of this section.

### **3.12 Professional Dues**

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 employee's Department Head 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 to the City as a result of the employee's membership in said organization(s); and 3) the employee has received the prior approval of their Department Head for the payment of the dues.

## **ARTICLE IV: LEAVES**

### **4.01 Paid Holidays**

- A. Employees receive paid holidays as provided below:

New Year's Day - January 1  
Martin Luther King'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 4  
Labor Day - First Monday in September  
Veteran's Day – November 11  
Thanksgiving Day - Fourth Thursday in November  
The Friday Following Thanksgiving Day  
The Half Day Immediately Before Christmas Day  
Christmas Day - December 25  
The Half Day Immediately Before New Year's Day  
One non-cashable floating holiday  
One cashable floating holiday  
All Other Holidays Declared by the City Council

- B. A non-cashable floating holiday becomes available at the beginning of each fiscal year, July 1st. Only those employees who are on the payroll as of July 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 floating holiday is not taken by the end of the fiscal year, the holiday cannot be cashed out and is forfeited.
- C. A cashable floating holiday becomes available at the beginning of each fiscal year, July 1st, and must be taken before the end of that fiscal year. Only those employees who are on the payroll as of July 1st are entitled to receive the cashable floating holiday for the fiscal year. A cashable floating holiday not taken by the end of the fiscal year may be paid to the employee by the employee entering the day on the timecard for the last paycheck of the fiscal year. A floating holiday that is cashed out at the end of the fiscal year shall be paid in an amount equal to eight hours of the employee's straight time base salary rate of pay. Failure to take the cashable floating holiday or to put the holiday on the last timecard for the fiscal year shall constitute a forfeiture by the employee. If an employee terminates their employment before the end of the fiscal year and if the employee was eligible to receive a cashable floating holiday but has not used the holiday by the date on which their employment is terminated, the employee will be paid for the cashable floating holiday on their final paycheck, with the

employee receiving eight hours of pay at the employee's base salary rate of pay at the time of termination.

- D. For employees who follow the City Hall schedule, whenever a holiday falls on a Saturday, it shall be celebrated on the immediately preceding Friday. Whenever an actual holiday falls on a Sunday, it shall be observed on the immediately following Monday. When an observed holiday falls on an employee's regularly scheduled day off, that employee will receive a non-cashable floating holiday. This non-cashable floating holiday must be used by the end of the fiscal year and will not carry over from one year to the next.
- E. When an employee is required to work on an observed holiday, the employee will earn overtime as set forth in Section 2.03, which includes overtime for all hours worked on the observed holiday in addition to eight hours of holiday pay. Alternatively, at the employee's option and with the approval of their supervisor, an employee will work the required holiday and earn overtime for all hours worked and will accrue a non-cashable floating holiday. When an employee is required to work on an actual holiday and is not scheduled to work on the observed holiday, the employee will earn overtime as set forth in Section 2.03, which includes overtime for all hours worked on the observed holiday in addition to eight hours of holiday pay.
- F. Whenever any actual holiday listed herein is observed on any day other than Saturday or Sunday or on a day when a City facility (including department, division or work unit) is already scheduled to be closed, employees who work at said City facility will receive a non-cashable floating holiday. This floating holiday cannot be carried over to the next fiscal year, and the floating holiday cannot be cashed out at the end of the fiscal year. This floating holiday must be taken by the end of the fiscal year in which it is granted to the employee or be forfeited.

#### **4.02 Vacation Leave**

Employees 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 10 completed years of service, 1.25 working days for each completed calendar month of service.
- D. Thereafter, up to and including 15 completed 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.
- F. Accrual of vacation leave shall not exceed three times the employee's annual accrual of vacation.
- G. An employee will be allowed to accrue up to 100 hours of personal leave if the employee reaches their 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 banked personal leave can be carried over from fiscal year to fiscal year, but cannot be cashed out when the employee separates from City employment.

Employees are expected to take their vacation each year. An employee who has accrued vacation to the maximum vacation accrual limit (Subsection F.) and has accrued the maximum number of banked personal leave hours, as described above, may be required to take vacation leave in order to reduce the employee's vacation accrual balance. The scheduling of vacation shall be according to department or division policies and contingent on the service needs of the department. If an employee is denied the time off required to maintain a vacation balance below the maximum allowed and has accrued 80 hours of personal leave, the Department Head shall authorize payment to the employee for such vacation as would exceed the maximum accumulation limit. However, if the employee is scheduled to take vacation and fails or refuses to do so, he/she forfeits the excess accrual without compensation and will not accrue vacation until their vacation accrual balance is less than the vacation accrual limit (Subsection F.).

- H. Except as otherwise provided herein, the administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling, and payment for such leave shall be as prescribed in the civil service provisions of the Santa Monica Municipal Code.

#### **4.03 Sick Leave**

- A. The use of sick leave shall be defined as in the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:
- B. Sick leave is defined as absence from duty because of the employee's illness; the employee's 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, with proper advance notification to the employee's supervisor; or illness or injury of the employee's spouse, children, parents, or other

family members as provided under applicable law. 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.

- C. Employees accrue sick leave with pay on the following basis, provided that permanent part-time employees accrue sick leave in that proportion as the number of hours budgeted for the position bears to the full-time work week:
- Six working days upon hire; after the completion of six months of employment, sick leave accrues one working day for each completed month of service.
  - A new (probationary) employee may use sick leave, accrued one working day per month, during the first six months of his or her continuous service with the City. If the employee separates prior to completing six months of continuous service with the City, the employee must reimburse the City for any sick leave that was paid during the first six-month period.
- D. Any employee who is absent because of illness or disability shall notify their Department Head or other immediate supervisor as soon as possible but in any event in accordance with department rules and regulations.

#### **4.04 Leave of Absence Without Pay**

A permanent employee may be granted a leave of absence without pay upon application approved by the Department Head 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 the employee's services even at the cost of some inconvenience to the City.

An individual reinstated following a leave of absence without pay shall receive full seniority rights as if fully employed during the leave only if said leave of absence lasted four months or less, was for the purpose of parental leave, or as otherwise required by applicable state or federal law.

Unless prohibited by the Family Medical Leave Act, or similar state and/or federal legislation, the employee's service date shall be adjusted for unpaid leaves of absence which exceed thirty (30) calendar days, with the employee's service date being moved forward by the same number of days as the unpaid leave of absence. In the event a permanent employee separates from the City but is rehired within twelve (12) months, the break in service between the last date of employment and the date on which the employee is rehired will be treated as an unpaid leave of absence for the purpose of establishing the employee's service date with the City.



#### **4.05 Military Leave**

The City will observe the military leave requirements of state and federal law.

#### **4.06 Workers' Compensation Leave**

Employees who receive 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 full salary.

#### **4.07 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 the employee's: spouse, domestic partner, child, stepchild, child of the employee's domestic partner, brother, sister, parent, stepparent, stepbrother, stepsister, parent-in-law, son-in-law, daughter-in-law, grandparent, and 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, and 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 bereavement leave through use of additional paid leave benefits such as sick leave or vacation shall not be unreasonably denied by the City.

#### **4.08 Jury Duty**

An employee who is duly called to serve on any jury and is unable to be excused therefrom, shall receive their regular base salary less all jury fees received, excluding mileage for the time required to be spent in court. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

Whenever daily jury duty scheduling permits, employees shall return to their regular daily job assignment to complete their regular daily work hours.

Where operationally possible, any employee called to jury duty shall, for administrative purposes, be placed on a Monday through Friday schedule, which incorporates the operational hours of the court, for the duration of their jury duty.

#### **4.09 Parental Leave**

Employees who demonstrate that they have primary responsibility for the care of a new child, are entitled to a leave of absence totaling up to four months immediately following the child's birth or adoption and upon expiration of the four months, shall be returned to the same line-item position occupied before the leave. Primary responsibility may be established by providing documentation that the employee's spouse or domestic partner is medically incapacitated, or the spouse or domestic partner is gainfully employed during the same hours that the employee is normally scheduled to work and no schedule change for the employee's spouse or domestic partner is possible, or by demonstrating other extraordinary circumstances (such as adoption of a disabled child who requires constant parental supervision). Paid vacation leave, sick leave (if applicable), and unpaid leave shall be counted toward the four-month total. Additional leave may be requested under Section 4.04 of this MOU.

In the event of a conflict with state or federal law, the City will comply with applicable state or federal law.

Maternity leave and pregnancy disability leave are not the same as parental leave and shall be administered in accordance with state and federal law. When an employee returns to work following maternity leave, said employee shall be reinstated to her former position.

#### **4.10 Supervisory Leave**

As partial recognition of the supervisory and sensitive nature of the employer-employee relationship regarding employees covered hereunder, the City will provide paid supervisory leave time per fiscal year, as follows:

- A. Employees accrue a total of 48 hours of cashable supervisory leave.

The 48 hours of supervisory leave time shall be granted in four equal increments of 12 hours, effective at the beginning of each three-month quarter of the fiscal year.

Supervisory leave time can be used in one-hour increments to supplement eight hours of paid leave time for a regularly scheduled work day comprised of more than eight hours.

Unused supervisory leave time cannot be accrued from one fiscal year to the next. At the end of the fiscal year, the employee shall receive payment, at the employee's straight-time base salary rate of pay, for any unused supervisory leave time.

- B. In addition, employees accrue 32 hours of non-cashable supervisory leave. An employee must be on the payroll as of the first day of the fiscal year (July 1st) in order to be eligible to receive the 32 hours of non-cashable leave.

Up to 24 hours of unused non-cashable supervisory leave hours can be carried over from one fiscal year to the next. Any remaining unused non-cashable supervisory leave hours cannot be carried over from one fiscal year to the next, nor shall the employee be compensated for unused non-cashable leave hours at the end of the fiscal year in which the hours accrued.

- C. The supervisory leave time shall be in addition to any other regular benefits provided by this Agreement.

#### **4.11 Family Leave**

The City shall comply with the provisions of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

When granted family leave, the employee may choose to use available accrued sick leave at their discretion. However, except for sick leave, the employee is required to exhaust all other available leave time, if applicable, before he/she can go on unpaid status.

## **ARTICLE V: WORKING CONDITIONS**

### **5.01 Safety and Loss Prevention**

The City shall make every reasonable effort to provide and maintain a safe place of employment. The City shall provide and maintain all equipment required by applicable safety laws and regulations and shall comply with all other applicable health and safety laws and regulations. Employees shall report unsafe practices, equipment, or conditions to their supervisors. The use of safety devices and protective equipment provided by the City is mandatory.

An employee who is directed to perform a task that the employee has good reason to believe is unsafe may request an immediate review by their Department Head and the Human Resources Director, who shall consult with the City Building Officer, Fire Marshal, County health officials, or State health officials, as appropriate. During the period of review or investigation the employee is not required to perform the task complained of, will not suffer loss of pay or benefits, and will be assigned other appropriate duties, if possible.

If the task complained of is deemed safe by the appropriate official, the employee must then perform the work as instructed.

Both parties recognize the role that supervisory officials play in loss prevention and safety and agree that measures of loss prevention and safety are one appropriate indicator of performance of an employee subject to this MOU.

Both parties to this MOU agree to fully support the City's Risk Control Policy and Injury and Illness Prevention Program. Said policy sets forth the City's commitment to maintaining a safe and healthy work environment, to preventing accidents and injuries, and minimizing risk and loss wherever possible. Said policy outlines the safety responsibilities of the City, City managers and supervisors, and City employees.

### **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 shall have the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation in exchange for a monthly payment (cash-out) in the amount of \$100. Employees will not be eligible for cash-out if they drive alone (SOV) 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, participating employees may drive to work alone or park at employee-designated parking locations up to five times- per month without any

effect on the employee's monthly cash-out. Any additional parking utilization or drive-alone trips will be deducted from the monthly cash-out at the rate of \$10 per day with the deduction not to exceed \$100 per month. The cash-out is currently taxable.

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

The employees covered by this Agreement 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 Bargaining Unit'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 STA before any employee(s) would be subject to such a charge.

### **5.03 Effect of Job Performance on Salary**

The City Manager, in exceptional cases, based upon specific appraisal of the importance and difficulty of the work, experience, and ability of the person to be employed, or of the employee, may authorize entrance salaries higher than the minimum, and special increases above the amount prescribed in the salary schedule for the class and length of service of the employee. In no event, however, shall the rate exceed the maximum rate for that class.

### **5.04 Effect of Reassignment/Recertification on Bonus/Skill Pay**

When a bonus, skill pay, or additional pay referenced in various sections of this MOU is the result of assignment to specified duties or hours, or of maintenance of a registration, certificate, or other credential, the loss of the bonus, skill pay, or additional pay due to the end of the assignment or failure to maintain the required registration, certificate, or credential does not constitute a demotion.

### **5.05 Supervisory Training**

The City recognizes the importance of maintaining supervisor awareness of policies, regulations, laws, and procedures that pertain to the duties and responsibilities of employees covered herein. The City will provide annual training to supervisors covering subjects that are designed to increase their supervisory skills.

Employees are encouraged to use training and tuition reimbursement programs to seek additional skill development in supervisory function and responsibility.

## 5.06 Work Schedules

Except in the case of emergency, an employee shall be provided with 21 calendar days' advance notice of what will be an on-going (i.e., not temporary) change in the employee's regularly scheduled work hours. This provision does not apply to operational areas where work schedules need to remain flexible in order to meet the operational needs of the City. If the City determines that, from an operational standpoint, a flexible schedule is needed where one is currently not in effect, STA and the employee affected shall be provided with 21 calendar days' notice of the change in their work schedule. The City, if a request is made by STA, will meet and confer with STA regarding the manner in which the proposed flexible schedule will be implemented. However, nothing in this MOU precludes the City from implementing a new work schedule if the parties fail to reach agreement by the end of the 21 calendar-day notification period.

If a permanent employee desires to modify their work schedule to accommodate specific work schedule needs of the employee (e.g., dependent care arrangements) that do not fall within the normal work schedule established for the employee's position, the employee shall submit a request for a work schedule modification to their Department Head. As long as the operational needs of the department and the City will still be met, upon approval of the Department Head, the employee's request shall be approved. If it is later determined that the operational needs of the department and the City can no longer be met with the employee's modified work schedule, the employee shall receive at least 30 days' notice that their modified work schedule can no longer be continued. If the employee cannot change their outside scheduling needs to fit within the regular work schedule established for their position, the City will make every reasonable effort to place said employee in another comparable position where the employee's specific scheduling needs can be accommodated. While nothing in this section requires that the employee's modified work schedule be granted or that the employee be transferred to a comparable position to meet the employee's outside scheduling needs, requests shall not be unreasonably denied.

If an employee's request for a modified work schedule is denied and the employee does not agree with the decision that has been reached, the employee can grieve such decision under Section 6.04 (Grievance and Complaint Policy) of this Agreement. Failure to successfully transfer an employee under this Section will not be grievable.

The parties will continue to discuss during the term of this MOU the manner in which Motor Coach Operator Supervisor assignments shall be determined.

Employee lunch periods are duty-free. If the City seeks to direct or require an employee to provide services during the duty-free lunch period, the employee shall be compensated at the applicable rate of pay for the period of time in question. Employees working in the following classifications: Pier and Harbor Services Supervisor, Custody Officer Supervisor, Forensics Supervisor, Public

Services Supervisor, Traffic Services Supervisor, Animal Control Supervisor and Crossing Guard Supervisor are expected to remain on duty during their lunch period, which is incorporated into their work schedule.

#### **5.07 Promotion**

If, upon promotion, an employee fails to satisfactorily complete their probationary period in the position to which he/she has been promoted, or during the probationary period wishes to return to their former position, he/she has the right to return to their former position, if vacant, or to a comparable position in the same job classification if a vacancy exists. If no vacancy exists, the employee will have any reappointment rights to their former position as provided by the Santa Monica Municipal Code.

#### **5.08 Probationary Period**

Any appointment made from an eligible list is subject to a probationary period of 12 months. However, upon the determination of the Department Head, the probationary period can be extended for up to two additional three-month periods.

If a probationary employee is absent from the workplace for 30 or more calendar days, his or her probationary period shall be automatically extended by the number of calendar days that the probationary employee has been absent. The absences need not be consecutive and can be paid or unpaid.

No probationary employee shall acquire permanent civil service status until he or she successfully completes a probationary period.

#### **5.09 Layoffs**

Provisions of the Santa Monica Municipal Code governing layoff or abolition of a permanent position are hereby incorporated into this Agreement by reference.

STA will be provided with 30 days' notice of the layoff of a permanent employee or of the abolition of any positions held by permanent employees. If the employee is subject to layoff or positions represented by STA are going to be abolished, the City will meet and confer in good faith with STA with regard to the decision to layoff or to abolish STA positions, if the motivation for that decision is to contract out to other City employees or other entities services currently performed by STA-represented employees. If the parties reach final impasse, however, the City is not precluded from proceeding with the proposed layoffs or abolition of positions. On the other hand, if the motivation for the decision is a perceived economic necessity, the City need only meet and confer in good faith with regard to the impact of the layoffs or abolished positions.

## **5.10 Job Sharing**

The City shall consider requests from permanent employees to job share a budgeted full-time position. Upon the receipt of a request from two permanent employees to job-share, the Department Head, in consultation with Human Resources, shall determine whether or not a job-share arrangement is operationally feasible. If the job-share arrangement is granted, nothing in this provision requires the Department to maintain the job-share arrangement for the full-time budgeted position.

Upon the determination of the Department Head, the job-share arrangement can be ended at any time upon notification to the two job-share employees. Said notification shall be made at least three months in advance of the date on which the job-share arrangement is to end. If one of the job-share participants elects to discontinue the job-share arrangement, the job-share arrangement will be immediately discontinued for both employees, with no advance notification being required.

If a job-share arrangement is discontinued, the job-share participants will be offered full-time budgeted positions, provided that full-time positions are available. The job-share employees will be placed in any vacant full-time positions based on seniority in the Department. The job-share employees cannot bump a less senior employee out of their permanent fulltime budgeted position.

The job-share employees are not eligible to receive voluntary overtime assignments. Each employee in a job share arrangement shall be compensated in that proportion of the compensation for full-time employment as the number of hours the employee is regularly scheduled to work bears to the full-time work week, with the total number of regularly scheduled work hours for the job-share employees not to exceed 40 hours per week. Compensation includes base salary, and any other compensation, including bonuses and skill pays, provided by this Agreement.

Each employee in a job-share arrangement shall accrue vacation, sick leave, and other time off in the same ratio as the number of hours the employee is regularly scheduled to work bears to the full-time work week, with the total number of regularly scheduled work hours for the job-share employees not to exceed 40 hours per week. Participation in the City's Employee Assistance Program (EAP) and medical, dental, vision and life insurance benefits shall be provided to employees in a job-share arrangement as if they were employed on a full-time basis. An employee who is denied a job-share position is entitled to receive the reasons for denial; however, a denial is not grievable past the Director of Human Resources or their designee.



## **ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS**

### **6.01 Payroll Deductions**

The City will, with proper authorization from employees, process deductions from employee pay. Any or all such payroll deductions must be submitted to the payroll office during the pay period preceding the start of the deduction. Agency shop service fees shall be deducted and transmitted to STA irrespective of employee authorization.

Any or all such payroll deductions are subject to termination by the City Manager upon 24 hours' notice for failure to comply with the provisions of this MOU.

### **6.02 Reasonable Notice**

- A. It is mutually understood and agreed that a copy of the City Council or Personnel Board agenda for each meeting sent by U.S. Mail, E-mail or interoffice mail, to the authorized representative of STA shall constitute reasonable written notice, and notice of an opportunity to meet with such agency, on all matters within the scope of representation upon which the City Council or Personnel Board may act.
- B. The City will notify STA of any change in status of its membership upon request of the STA President, or their designee. The City will also provide STA with at least ten days' notice of any change in classification, except that the STA President may waive any time limits.

### **6.03 Time Off for Association Business**

Authorized STA representatives are allowed to utilize a total of 40 hours of time off with pay during each fiscal year to conduct necessary STA business. These 40 hours per annum represent the aggregate maximum use for all authorized representatives of STA per fiscal year, as opposed to 40 hours per representative. Prior to using such time, authorized representatives must receive permission from the Department Head, or their authorized designee, in writing. For accounting purposes, all such time off shall be reported to the Human Resources Director by copy of the authorization memo signed by the Department Head or designee.

### **6.04 Grievance and Complaint Policy**

A grievance is a complaint by one or more employees concerning the application or interpretation of the MOU, ordinances, resolutions, policies, practices or procedures affecting the employee's wages, hours, and/or working conditions, provided, however, that grievances regarding disciplinary actions must be lodged by the employee being disciplined and that appeals arising from suspensions, demotions, and removals are subject to the procedures outlined in the Santa Monica Municipal Code.

Employees shall be afforded all due process rights provided by applicable law.

The rights of probationary employees are limited to those provided under the Santa Monica Municipal Code and City Charter.

- Step 1. The aggrieved employee(s) shall meet with the immediate supervisor regarding the grievance, which must be stated in writing, specifically citing the MOU provision, ordinance, resolution, rule, policy, practice, or procedure that is the subject of the grievance and the circumstances giving rise to the grievance within 30 days of the event giving rise to the grievance.
- Step 2. If the grievance is not resolved by the end of the employee's third regularly scheduled day following the day on which presentation of the grievance to the immediate supervisor occurred, the employee may, within five regularly scheduled days thereafter, appeal to the second level supervisor, if any.
- Step 3. If the grievance is not resolved by the end of the employee's fifth regularly scheduled day following presentation of the grievance to the second level supervisor, if any, the employee may, within five regularly scheduled days appeal to the Department Head. The Department Head shall meet with the employee and the employee's representative to attempt to resolve the grievance.
- Step 4. If the grievance is not resolved by the end of the employee's tenth regularly scheduled day following presentation of the grievance to the Department Head, the employee may, within five days, appeal to the Human Resources Director, who will investigate the grievance and make recommendations to the City Manager, whose decision shall be final. The decision of the City Manager shall be issued no later than the end of the thirtieth day following presentation of the grievance to the Human Resources Director.

It is mutually understood and agreed that:

- A. Written reprimands are not grievable beyond the Department Director. The employee may also attach a rebuttal to the written reprimand before it is included in their personnel file.
- B. All time periods in this section may be extended by mutual consent of the employee and the management representative involved.
- C. A grievance is considered untimely if not presented by the employee or STA within 30 days of the incident giving rise to the grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

D. Employees have the right to be represented in grievance matters in the following manner:

- (1) Employees have the right to represent themselves individually in grievance matters.
- (2) Employees may designate a member of the Department or of STA to represent them in grievance matters at Steps 1 and 2 of the grievance process.
- (3) Employees may designate a member of the Department, an STA representative, or a legal representative to represent them in Steps 3 and 4 of the procedure.
- (4) For the purposes of this section, “days” shall mean regularly scheduled work days of the employees in the affected department or division.
- (5) Reasonable time off without loss of pay or benefits shall be given to a grievant or STA grievance representative to investigate or process grievances, and to witnesses in any grievance hearing or meeting held during working hours.

Before performing any grievance work, STA representatives, the grievant, or witness shall obtain permission from the immediate supervisor and shall report back to work when the grievance work is completed. Neither the grievant nor representative nor witness shall interrupt or leave work if the supervisor determines that such interruption or absence will unduly interfere with the work of the employee. However, if the supervisor denies such time off when requested, time off must be granted within 24 hours of such request.

E. An employee who has initiated a grievance, or assisted another employee in initiating or processing a grievance, shall not in any way be coerced, intimidated, discriminated, or retaliated against.

## **6.05 Performance Evaluation Appeal Process**

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluations. However, a probationary employee may attach a response to their performance evaluation, with the response to be filed in their personnel file.

A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or their representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.
- (4) Overall performance evaluation ratings of "Distinguished Performance," or "Solid Performance" are not appealable beyond the Department Head.
- (5) An employee can elect to file a response to their performance evaluation: a) in lieu of appealing the performance evaluation; b) at any time during the appeal procedure if he/she decides not to take the appeal to the next level listed in the appeal procedure; or c) if he/she is not satisfied with the final decision. The response will be attached to the performance evaluation and filed in the employee's personnel file.

B. An appeal involving a performance evaluation with an overall performance rating of "Needs Improvement" shall be processed in the following manner:

(1) Informal Discussion

If an employee believes that their performance evaluation does not correspond to the facts, the employee is encouraged to meet with their supervisor who completed the evaluation.

(2) First Step

The employee must submit their appeal to the Department Head within ten calendar days following the employee's receipt of their performance evaluation, and the appeal to the Department Head must be submitted in writing, with the employee specifically stating the reasons why he/she believes the performance evaluation needs to be revised.

(3) Second Step

The Department Head, or their designee, shall meet with the employee within seven calendar days from the date on which the Department Head's office receives the appeal from the employee. Within seven calendar days following such meeting, the Department Head, or their designee, shall give a written decision to the employee.

(4) Third Step

If the employee is not satisfied with the decision of the Department Head, within seven calendar days following receipt of the Department Head's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or their designee, shall meet with the employee within seven calendar days following receipt of the performance evaluation appeal. The Human Resources Director, or their designee, shall make such investigation as required and make recommendations to the City Manager no more than seven calendar days following the meeting with the employee. Within seven calendar days following receipt of the Human Resources Director's recommendation, the City Manager shall render a written decision, which shall be final.

C. Representation

- (1) An employee has the right to represent themselves individually or to be represented by STA if the employee elects to appeal their performance evaluation.

**6.06 Bargaining Unit Security**

Employee payroll deduction authorizations for STA dues are voluntary on the part of the employee but are not subject to unilateral cancellation by the employee during the term of the MOU. Employees who are members of STA 30 days after the ratification date of this MOU by the City Council and employees who thereafter become members of STA shall remain members of STA for the term of this MOU.

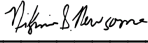
**6.07 Joint Labor Management Committee**


The City and STA agree to form a Joint Labor Management Committee (JLMC) with the Motor Coach Operator Supervisors at the Big Blue Bus; and, upon full execution of this Agreement, the parties will begin to meet as soon as possible to discuss issues within the bargaining unit as they relate to operations, work rules and interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 8th day of October, 2025.

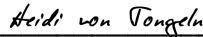
ATTEST:

CITY OF SANTA MONICA  
a municipal corporation

DocuSigned by:  
  
\_\_\_\_\_  
NIKIMA NEWSOME  
City Clerk

Signed by:  
  
By: \_\_\_\_\_  
OLIVER CHIU  
City Manager

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
HEIDI VON TONGELN  
Acting City Attorney

SUPERVISORY TEAM ASSOCIATION

DocuSigned by:  
  
\_\_\_\_\_  
MARGARITA VERDUZCO  
President

Signed by:  
  
\_\_\_\_\_  
ELIZABETH SILVER

Supervisory Team Association (STA)  
MOU 2025-2030, Contract No. 11742 (CCS)

## **EXHIBIT A**

### **Represented Classifications:**

ANIMAL CONTROL SUPERVISOR  
AQUATIC SITE SUPERVISOR  
BEACH MAINTENANCE SUPERVISOR  
BILLING SUPERVISOR  
BUILDING & SAFETY SUPERVISOR  
BUSINESS LICENSE SUPERVISOR  
CIRCULATION SUPERVISOR  
CODE ENFORCEMENT SUPERVISOR  
COMMUNICATIONS CENTER SUPV  
COMMUNITY SVS PGM SUPV  
COMMUNITY SVS PGM SUPV-YOUTH  
CROSSING GUARD SUPERVISOR  
CUSTODIAL SUPERVISOR  
CUSTODY OFFICER SUPERVISOR  
CUSTOMER SERVICE SUPERVISOR  
FACILITIES SUPERVISOR  
FARMERS' MARKET SUPERVISOR  
FLEET MAINTENANCE SUPT  
FLEET MAINTENANCE SUPV  
FORENSIC SUPERVISOR  
INSPECTION SUPERVISOR  
LIBRARY SERVICES OFFICER SUPV  
MOTOR COACH CLEANER SUPERVISOR  
MOTOR COACH OPERATOR SUPV  
PARKS MAINTENANCE SUPERVISOR  
PIER & HARBOR SERVICES SUPV  
POLICE RECORDS SUPERVISOR  
PR COMMUNITY SERVICES SUPV  
PROMENADE MAINTENANCE SUPV  
PROPERTY/EVIDENCE SUPERVISOR  
PUBLIC SAFETY DISPATCH SUPV  
PUBLIC SERVICES OFFICER SUPV  
RESOURCE REC & RECYC BUSN SUPV  
RESOURCE REC & RECYC COLL SUPT  
RESOURCE REC & RECYC SUPV  
STREET SERVICES SUPERINTENDENT  
STREET SERVICES SUPERVISOR  
SUPERVISING HOUSING SPECIALIST  
SUPPORT SERVICES SUPERVISOR  
TRAFFIC OPERATIONS SUPERVISOR  
TRAFFIC SERVICES SUPERVISOR  
TRANSIT FACILITIES MAINT OFFIC  
TRANSIT FACILITIES MAINT SUPV

TRANSIT MAINTENANCE OFFICER  
TRANSIT MECHANIC SUPV  
TRANSIT OPERATIONS SUPT  
TRANSIT TRAINING SUPERVISOR  
TRANSIT VEHICLE MAINTENANCE SUPERINTENDENT  
TREASURY OPERATIONS SUPERVISOR  
URBAN FOREST SUPERVISOR  
WAREHOUSE SUPERVISOR  
WASTEWATER SUPERVISOR  
WATER DISTRIBUTION SUPERVISOR  
WATER PROD/TREATMENT PLANT SUP  
WATER RESOURCES PROTECT PGM CD

\*Per Section 2.07.A. of this MOU, these classifications were established within the STA as of June 30, 1993, and receive a 15% supervisory differential over step 5 of the job classification of their highest paid subordinate.

The remaining classifications listed in this Exhibit A were not represented by STA as of June 30, 1993, and receive a 10% supervisory differential over step 5 of the job classification of their highest paid subordinate.



## **EXHIBIT B**

### **CLASSIFICATION AND COMPENSATION STUDIES**

#### **Classification Study**

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

Should a reclassification occur, the employee shall be represented by the bargaining unit which represents the job classification to which the affected employee has been reclassified and the employee shall be covered by the terms and conditions of the Memorandum of Understanding between the City of Santa Monica and that bargaining unit.

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. (Section 2.11, 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 bargaining units of the classification and/or compensation study decisions. Reclassifications are subject to the approval of the City Council.

## **Compensation Study**

Employee-initiated compensation studies are suspended during the term of this Agreement.

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 their immediate supervisor and their 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 their 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 or bargaining unit might want to make available regarding an equity adjustment for a given classification.

In the event 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 their designee.

Should a compensation study indicate 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. The Human Resources Department will then notify the affected bargaining units of the classification and/or compensation study decisions.

Equity adjustments described herein will be considered on an annual basis, either as a part of the annual budget process if no MOU negotiations should be occurring during the year in question or as a part of the MOU negotiations process should the MOU be up for negotiations. Like any other salary increase, equity adjustments are subject to the approval of the City Council.

**How a classification or compensation study can be initiated:**

- A request for a study can be submitted by the employee
- A request for a study can be submitted by the employee's Department Director
- The Director of Human Resources can determine that a study is needed
- During Contract Negotiations

**When a classification or compensation study request can be submitted:**

- The study request can be submitted at any time during a fiscal year, however, for implementation for the upcoming fiscal year annual budget, the completed request form and Position Description Questionnaire must be submitted to the Human Resources Department by September 1st.
- Studies received after September 1<sup>st</sup> shall be studied during the next fiscal year's annual budget cycle.

**When the results of a classification or compensation study can be implemented:**

- Included in an MOU that is up for negotiation
- Included during a budget adopted by City Council
- There will not be a retroactive implementation of any salary changes, unless the MOU is retroactively implemented or the MOU specifies a date for implementation.

**A job classification will be studied only if the following criteria are met:**

- There has been a substantive change in the duties and responsibilities of the Employee's position, as evidenced by the information contained in the classification study request form and Position Description Questionnaire that has been completed by the employee and submitted through their immediate supervisor and their Department Director to the Human Resources Department.
- The employee has been working outside their classification and he/she has not been compensated for the out of classification work.
- The position has not been studied within the past 36 months.

**How the results of a classification study will be implemented:**

- A reclassification to a higher-level job classification, with a higher salary range, will result in the employee being placed at whatever salary step results in at least a 5% increase, provided that the top step of the new salary range cannot be exceeded.
- A reclassification to a lower-level job classification, with a lower salary range, will result in the employee being placed in the salary range of the lower level job classification. The employee's salary will be Y-rated until the salary range of the lower-level job classification equals or exceeds the Y-rated salary.
- If the result of the classification study conducted by the Human Resources Department does not justify a reclassification of the employee(s) position, then the job classification will not change.

**How the results of a compensation study will be implemented:**

- If a higher salary is warranted, the salary increase will be implemented as a part of the annual budget or as part of an MOU that is up for negotiation. There will not be a retroactive implementation unless the MOU is retroactively implemented or the MOU specifies a date for implementation.
- If a lower salary or no salary change is warranted, the employee's salary will not be changed.

## **EXHIBIT C**

### **LIST OF CLASSIFICATIONS ELIGIBLE TO RECEIVE CELL PHONE STIPEND**

The City has identified certain classifications for which employees are eligible to receive a bi-weekly amount of \$34.62 for the inconvenience of receiving phone calls during their off-duty hours. The list of eligible classifications will be reviewed annually, at the beginning of the fiscal year. The following classifications are eligible:

Aquatics Site Supervisor  
Beach Maintenance Supervisor  
Circulation Supervisor  
Code Enforcement Supervisor  
Community Services Program Supervisor(s)  
Custodial Supervisor  
Facilities Supervisor  
Fleet Maintenance Supervisor  
Fleet Maintenance Superintendent  
Library Services Officer Supervisor  
Parks Maintenance Supervisor  
Principal Community Services Supervisor(s)  
Promenade Maintenance Supervisor  
Public Landscape Superintendent  
Resource Recovery and Recycling Collection Superintendent  
Resource Recovery and Recycling Supervisor  
Production Supervisor  
Street Services Supervisor  
Transit Operations Superintendent  
Transit Maintenance Officer  
Transit Facilities Maintenance Officer  
Urban Forest Supervisor  
Urban Forester  
Wastewater Supervisor  
Water Production and Treatment Supervisor  
Water Resources Protection Programs Coordinator,  
Water Supervisor – Construction  
Water Supervisor – Meters

**EXHIBIT D**

| <b>Water Production and Treatment Job Classifications<sup>1</sup></b> |  |                                      |
|---|--|--------------------------------------|
| <b>Job Classifications</b>  | <b>Water Production &amp; Treatment Plant Supervisor</b> | <b>Water Distribution Supervisor</b> |
| Water Treatment Operator Certification Grade T5                       | MQ <sup>2</sup>  | -                                    |
|   |  |                                      |
| Water Distribution System Operator Certification Grade D4             | MQ <sup>2</sup>  |                                      |
| Water Distribution System Operator Certification Grade D5             | \$75   | MQ <sup>2</sup>                      |
|   |  |                                      |
| Advanced Water Treatment Operator 3 <sup>3</sup>                      | \$75   |                                      |
| Advanced Water Treatment Operator 4 <sup>3</sup>                      | \$125  |                                      |
| Advanced Water Treatment Operator 5 <sup>3</sup>                      | \$175  |                                      |

<sup>1</sup>Certification issued by State Water Resources Control Board - Division of Drinking Water

<sup>2</sup>Minimum Qualification for Job Classification

<sup>3</sup>Advanced Water Treatment Operator certification is issued by the American Water Works Association California Nevada Section and the California Water Environment Federation.

## EXHIBIT E

| <b>Exhibit E - Wastewater Treatment Operations<sup>1</sup></b> |                                    |                                    |  |  |  |
|--|------------------------------------|------------------------------------|--|--|--|
| <b>Job Classifications</b>                                     | <b>Wastewater Operator Grade 1</b> | <b>Wastewater Operator Grade 2</b> | <b>Wastewater Operator Grade 3</b>               | <b>Wastewater Operator Grade 4</b>               | <b>Wastewater Operator Grade 5</b>               |
| Wastewater Supervisor  | -                                  |                                    |  | \$75   | \$125  |
|  |                                    |                                    |  |  |  |
|  |                                    |                                    | Advanced Water Treatment Operator 3 <sup>3</sup> | Advanced Water Treatment Operator 4 <sup>3</sup> | Advanced Water Treatment Operator 5 <sup>3</sup> |
| Wastewater Supervisor  |                                    |                                    | \$75   | \$125  | \$175  |

<sup>1</sup>Certification issued by State Water Resources Control Board - Wastewater Operator Certification Program

<sup>2</sup>Minimum Qualification for Job Classification

<sup>3</sup>Advanced Water Treatment Operator certification is issued by the American Water Works Association California-Nevada Section and the California Water Environment Association.

EXHIBIT F

| Exhibit F - Water Resources Protection Programs <sup>1</sup> |  |  |  |  |
|--|--|--|--|--|
| Job Classifications  | Environmental Compliance Inspector Grade 1 | Environmental Compliance Inspector Grade 2 | Environmental Compliance Inspector Grade 3 | Environmental Compliance Inspector Grade 4 |
| Water Resources Protection Programs Coordinator              | -  | -  | MQ <sup>2</sup>                            | \$75                                       |

<sup>1</sup>Certification issued by California Water Environment Association

<sup>2</sup>Minimum Qualification for Job Classification