

MEETING DATE: 11/07/11

AGENDA ITEM: Adoption of Resolution Approving a Three (3) Year Memorandum of Understanding with the Culver City Police Officers Association for the Period of July 1, 2011 through June 30, 2014 and Rescind Resolution No 2010-R011

ATTACHMENTS

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RESOLUTION NO. 2011-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE CULVER CITY POLICE OFFICERS ASSOCIATION AND RESCINDING RESOLUTION NO. 2010-R011.

WHEREAS, the Culver City Police Officers Association employee representatives and City representatives have met and conferred and executed a "Master" Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Culver City, DOES HEREBY RESOLVE AS FOLLOWS:

1. The Master Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, is hereby approved for the period July 1, 2011, through June 30, 2014.

2. The City Manager and Chief Financial Officer are hereby authorized to adjust the budget and the records of employees necessary to pay the salaries and costs related to the terms of the approved Master Memorandum of Understanding.

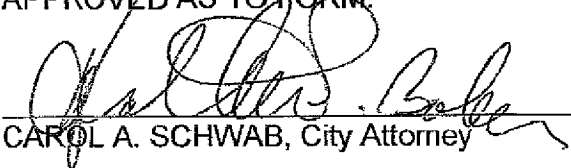
APPROVED and ADOPTED this _____ day of _____ 2011.

MICHEAL O'LEARY, MAYOR
City of Culver City, California

ATTEST:

MARTIN R. COLE, City Clerk

APPROVED AS TO FORM:

for 
CAROL A. SCHWAB, City Attorney

MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY
AND
THE CULVER CITY POLICE OFFICERS ASSOCIATION

JULY 1, 2011 through JUNE 30, 2014

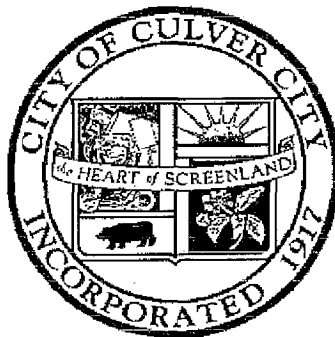


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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY, CALIFORNIA
AND
THE CULVER CITY POLICE OFFICERS ASSOCIATION

ARTICLE ONE

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Culver City, California, hereinafter called the "City", and The Culver City Police Officers Association, representing Police Officers and Police Sergeants, hereinafter called the "Association". This MOU is made pursuant to the California Government Code Section 3500, et seq.

II. RECOGNITION

The City hereby recognizes the Association as the exclusive representative of Police Officers and Sergeants in the Police Safety Service, hereinafter called "Unit Employees".

III. BARGAINING UNIT CHANGES

Any change in the classes which compose the Police Safety Employees Unit shall be in accordance with the provisions of the City's Resolution No. 2008-R009, as amended.

IV. NONDISCRIMINATION

A. POLICY

No employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of his or her political opinions or affiliations, race, religious belief, age, sex, sexual orientation,

ARTICLE ONE

gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

B. UNION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, the Association agrees not to discriminate against an employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in the Association for any of the above enumerated reasons.

V. AGENCY SHOP

The City will afford the Association the opportunity to exercise the Agency Shop provisions of Government Code Section 3502.5.

VI. DEDUCTIONS

A. DUES/INSURANCE CHECKOFF

1. During the term of this MOU and upon compliance with such rules and regulations as the City may establish, Association dues and insurance plan fees (uniform in dollar amount for all unit employees) shall be deducted by the City bi-weekly from the salary of each employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. A fee of ten (\$.10) cents for the processing of each deduction taken will be assessed by the City and deducted bi-weekly. The aggregate amount of such deductions, less the aggregate amount of the charges assessed, shall be remitted to the Association.
3. A unit employee may cancel a dues deduction at any time by filing a written authorization, on the appropriate City form, that such deduction be discontinued.
4. Changes in the amount to be deducted for dues/insurance plans may only be made twice a year during the first payroll period beginning in January and the first payroll period beginning in July.

B. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the City against all claims, including costs of suit and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Section.

VII. RIGHTS

A. EMPLOYEE RIGHTS

Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. CITY'S RIGHTS

The City reserves the right to make the final determination as to all matters which are necessary to manage, control and administer the City's operations including, but not limited to:

1. Determining the mission of the City's constituent departments, commissions and boards;
2. Setting standards of service;
3. Determining the procedures and standards of selection for employment and promotions, directing employees, and taking disciplinary action;
4. Relieving employees from duty because of lack of work or other legitimate reasons, maintaining the efficiency of governmental operations;
5. Determining the methods, means and personnel by which governmental operations are to be conducted;
6. Determining content of job classifications;

ARTICLE ONE

7. Taking all necessary actions to carry out the City's mission in emergencies;
8. Exercising control and discretion over the City's organization and the technology of performing its work;
9. Regulating the use of all equipment and other property of the City;
10. Establishing, altering or disposing of operations, departments, commissions or boards;
11. Determining the work to be contracted out;
12. Determining the complement of employees needed or assigned to a particular function or work location;
13. Establishing and modifying employee staffing levels including any impacts resulting from changes to staffing levels;
14. Establishing, changing and/or modifying work schedules for employees as set forth in this MOU; and
15. Performing all other functions not specifically delegated to employees elsewhere in this MOU; and

C. IMPACT OF MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the POA over the exercise of these City rights which significantly impact terms and conditions of employment.
2. If any provision of Subsection "B" above is found to be inapplicable and/or in conflict with final court decision or decree or state law affecting Culver City, the remainder of this subsection shall continue in effect.

VIII. PAID TIME OFF FOR ASSOCIATION REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with pay is authorized for representatives of the Association to attend conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).

ARTICLE ONE

2. The total leave granted for the calendar year for the bargaining unit shall not exceed one hundred twenty (120) hours per calendar year.
3. "Police Officer of the Year" selected annually by the Association, may receive up to forty (40) hours of Association Release Time, to be deducted from the one hundred twenty (120) hours of Association Release Time, in recognition of this award.
4. Such leave is subject to the prior approval of Police Chief or designee, and may be denied if approval requires overtime expenditures for operational coverage.
5. In using this leave for such purpose, the Association agrees that said release time shall not constitute hours worked for computation of overtime in the respective work period.

B. USE OF OTHER LEAVES

1. This special leave of absence will not prohibit employees from requesting and being granted Vacation Leave, Leave of Absence without Pay, or the use of Accumulated Compensatory Time off within governing rules and department policies.
2. Arrangements for the individual unit employee(s) involved will be made in advance with Police Management, and a "Request for Leave of Absence" form shall be submitted to Police Management.

C. RELEASE TIME CERTIFICATION

An officer of the Association will certify that the Association is authorizing the unit employee to use the release time as set forth in Article One, Section VIII. This certification shall be on or attached to the "Request for Leave of Absence" form.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARIES

A. SALARY INITIATIVE ORDINANCE

It is the City's desire to continue the intent of the Police Salary Initiative Ordinance to set Police Officers' salaries at an amount not less than the average of the base monthly salaries of City of Los Angeles Police Department and Los Angeles County Sheriff Department.

During the term of this MOU, should the City of Los Angeles Police Department or the County of Los Angeles Sheriff Department receive an adjustment in base monthly salary, Culver City Police Officers shall receive one-half of any such increases. For example, if LAPD obtains an increase of two percent, Culver City Police officers would receive a one percent increase.

Only the City Council has the right and the final authority to pay salaries above the average of LA City and LA County, unless otherwise required by this MOU, if they so desire.

"Section 1. SHORT TITLE. This ordinance shall be known as "The Salary Ordinance for Police Officers and Fire Fighters of the City of Culver City."

"Section 2. DEFINITIONS. The words and terms defined in this section shall have the following meanings in this ordinance:

- a. Base Monthly Salary - the compensation attached to the positions occupied by employees of the Police Department or the Fire Department, in the job classifications listed in this ordinance. Overtime pay, bonuses, longevity, retirement, assignment pay, or other special pays are excluded.
- b. Salary Steps - specific salary levels for the classifications of Police Officer and Fire Fighter. The number of steps and time intervals of their occurrence is determined by the City and County of Los Angeles' salary steps and time intervals for comparable positions.
- c. Salary Rate - each hourly salary listed in the Schedule of Salary Ranges adopted by Resolution CS-7714, as amended."

"Section 3. SALARIES

- a. The salary steps for the classification of Police Officer in the Police Department of the City of Culver City shall be set at an amount not less than the average of Base Monthly Salaries for comparable steps in classifications in the Police Department of the City of Los Angeles and the Sheriff's Department of the County of Los Angeles.
- b. The salary steps for the classification of Fire Fighter in the Fire Department of the City of Culver City shall be set at an amount not less than the average of Base Monthly Salaries for comparable steps in classifications in the Fire Department of the City of Los Angeles and the Fire Department of the County of Los Angeles.
- c. The salary for all other classifications in the Police Department shall be set at an amount not less than the percentages listed below:

Police Classification	Salary not less than:
Police Sergeant	Top Step Police Officer + 15%
Police Lieutenant	Police Sergeant + 19%
Police Captain	Police Lieutenant + 15%
Assistant Chief of Police	Police Captain + 10%
Chief of Police	Police Captain + 20%

- d. The salary for all other classifications in the Fire Department shall be set at an amount not less than the percentages listed below:

Fire Classification	Salary not less than:
Fire Engineer	Top Step Firefighter + 15%
Fire Captain	Fire Engineer + 15%
Battalion Chief	Fire Captain + 19%
Battalion Chief/Fire Marshal	Battalion Chief + 15%
Battalion Chief/Assistant Chief	Battalion Chief + 15%
Fire Chief	Assistant Chief + 15%

- e. Notwithstanding subsections 3a. through 3d., each salary step for Culver City Police Officers and Fire Fighters shall be set at the Salary Rate nearest the amount described in subsections 3a. through 3d.
- f. Whenever Base Monthly Salaries for Police Officers or Fire Fighters are approved for adjustment by the elected governing body of the City of Los Angeles or the County of Los Angeles, or both, the City Council of the City of Culver City within thirty days shall adjust salaries of Culver City Police Officers or Fire Fighters,

or both, in accordance with this ordinance. Said salary adjustments shall be effective the first pay period following the effective date in the City of Los Angeles or the County of Los Angeles including any retroactive adjustment of the Base Monthly Salary”.

B. "Section 4. APPLICABLE LAWS

- a. Conditions of employment, except the setting of salaries as herein above stated, are based upon and pursuant to applicable law.
- b. If any section of this Ordinance or part thereof shall be declared unconstitutional or illegal for any purpose, then the illegal section shall not affect the validity or legality of the remaining portion or portions of this Ordinance.

Police Officers employed by the City of Culver City prior to November 3, 1982, shall progress through the salary steps in accordance with the formula in effect as of August 2, 1982. All other terms of the Initiative Ordinance shall apply to these employees."

C. CLARIFICATION OF PROCESS

It is agreed that these interpretive provisions shall not be construed by either party to be an effort to negotiate changes to the Salary Initiative Ordinance, but are clarifications of processes authorized or directed by the Ordinance.

II. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE

1. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two thousand and eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

III. FREQUENCY OF PAYCHECK ISSUANCE

1. Employees shall be paid once every two (2) weeks, either by paycheck or by direct deposit, as elected by the employee.

2. The City will, upon request, mail payroll checks for those employees who expect to be away at the regular disbursing time.

IV. INITIAL PAY RATE DETERMINATION

A. INITIAL PAY RATES FOR POLICE OFFICERS

1. The initial pay rate for entry level Police Officers shall be a minimum of salary Step A for the classification of Police Officer.
2. The initial pay rate for Police Officers shall be based upon the knowledge, skills and experience of the Police Officer as approved by Police Management.

B. INITIAL PAY RATE FOR POLICE RECRUIT

1. The initial pay rate for Police Recruit shall be equal to Police Officer Step A as set forth in City Council Resolution No. 84-R068 as amended.
2. Police Recruits:
 - Are not represented by any bargaining unit,
 - Are non-sworn;
 - Shall be a limited-term appointment not to exceed one year;
 - Do not have Civil Service status; and
 - Receive benefits granted to employees by classifications in the General Service Bargaining unit.
3. Upon appointment to Police Officer, Police Recruits shall receive a one-time bonus of two hundred and twenty five dollars (\$225).
4. The purpose of referencing Police Recruits in this MOU is to clarify their relationship to the Police Officers Association and identify how their initial pay rate is determined. Their reference here does not imply they have any other rights of any unit employees as set forth in this MOU.

V. VOLUNTARY DEFERRED COMPENSATION

1. Unit employees covered herein may voluntarily participate in City-sponsored deferred compensation plans.

2. The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

VI. ACTING PAY

A. ELIGIBILITY

1. Any permanent or probationary employee who is required to, and does act and perform duties included within a higher classification and which are broader than the specifications governing such employee's position shall be paid in accordance with the step and salary range appropriate for such higher classification in the event that the hours actually worked during such acting service is in excess of eighty (80) scheduled working hours.
2. During that period of acting service an employee off on a scheduled in-lieu day or compensatory day shall be paid at the acting pay rate for such time.
3. When an employee has worked in one continuous acting assignment in excess of three (3) months, he/she shall receive the acting pay rate for vacation, sick, or emergency leave(s).
4. An employee working overtime during such acting service shall not be paid at the acting pay rate for such time.
5. Unit employees receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

VII. SPECIAL ASSIGNMENT PAYS

A. PURPOSE

The purpose of Special Assignment Pay is to recognize and compensate unit employees who regularly and routinely work assignments as set forth in the following Section "B."

B. COMPENSATION

1. Unit employees assigned to the following assignments shall receive extra compensation Special Assignment Pay of four percent (4%) above their base rate of pay:

ARTICLE TWO

<u>Administration/Investigations Bureau</u>	<u>Operations Bureau</u>	<u>Traffic Bureau</u>
Adult Detectives Court Liaison Crime Impact Team Juvenile Detectives School Resource Officers Victim's Assistance Unit Personnel & Training	K-9 Assignment Patrol Section	Computer Services Unit Accident Investigator Vehicle Impounds / Reserve Coordinator Commercial Enforcement Motor Unit Parking Enforcement Communications Photo Enforcement

2. In addition to Special Assignment Pay, unit employees assigned to the K-9 Assignment shall receive three (3) hours of overtime per week for time spent caring for and exercising their K-9 partner.
3. In addition to Special Assignment Pay, unit employees assigned to the Motor Unit shall receive two (2) hours of overtime per week for time spent maintaining and cleaning their motorcycles, on and off duty.

C. TIME FOR SPECIAL DUTIES

Unit employees assigned to K-9 Assignment and Motor Unit shall be entitled to up to three (3) hours of administrative leave per calendar week as a result of duties performed in time spent caring for and exercising their K-9 partner, or maintaining and cleaning their motorcycle.

VIII. FIELD TRAINING OFFICER PAY

A. PURPOSE

Unit employees assigned as Field Training Officers by Police Management are required to train probationary Police Officers and/or Reserve Police Officers as part of their assigned duties.

B. COMPENSATION

1. Unit employees assigned as Field Training Officers who train, as their primary duty, probationary Police Officers shall receive extra compensation of five percent (5%) above their base rate of pay.
2. Unit employees assigned as Field Training Officers to train Reserve Police Officers or a probationary Police Officer not routinely

assigned to them, shall receive one-half (1/2) hour of overtime pay for each work shift that they train Reserve Police Officers or probationary Police Officers not regularly assigned to them.

IX. CHANGE OF ASSIGNMENT

A. REGULAR ASSIGNMENTS

1. Regular assignments of unit employees to specialized functions or operations (investigations, juvenile, motors, canine, SES, etc) and scheduled watch rotations, whether or not Assignment pay is involved, may be made with specific duration as provided by Police Department policy.
2. Changes to regular assignments or scheduled watch rotations shall not be made without fourteen (14) calendar days notice.
3. The Chief of Police retains the exclusive right to make reassignments, transfers or modifications to such assignments as he/she deems necessary to respond to operational necessities, emergencies or for the welfare of an employee.
4. The intent of this provision is not to affect assignments to task forces, hire-back, order-back, or mobilization to various degrees. This does not preclude Police Management from changing the hours of assignment to address operational needs.
- 5a. All regular assignments are of temporary duration, not a separate job classification, does not have civil service status, and is not subject to civil service selection procedures, appeals, or seniority; it is not a property right and may be revoked by police management at any time for job related reasons or operational necessity.
- b. If a unit employee is transferred prior to the end of their regular rotation, the unit employee may appeal this action to the Police Chief whose decision shall be final.

X. POST CERTIFICATE PAY

- A. Unit employees hired by the City after the adoption of this MOU shall receive the following POST Certificate Pay.

1. INTERMEDIATE POST CERTIFICATE

Police Officers and Police Sergeants possessing an Intermediate POST Certificate shall be paid nine and one-half percent (9.5%) over the base hourly rate for their classification.

2. ADVANCED POST CERTIFICATE

Police Officers and Police Sergeants possessing an Intermediate POST Certificate shall be paid twelve and one-half percent (12.5%) over the base hourly rate for their classification.

3. SUPERVISORY POST CERTIFICATE

Police Sergeants possessing a Supervisory POST Certificate shall be paid fifteen and one-half percent (15.5%) over the base hourly rate for their classification.

B. Effective January 1, 2012, Unit employees employed by the City prior to the adoption of this MOU shall receive the following POST Certificate Pay.

1. BASIC POST CERTIFICATE

Police officers possessing an intermediate POST Certificate shall be paid nine percent (9%) over the base hourly rate for their classification.

2. INTERMEDIATE POST CERTIFICATE

Police Officers and Police Sergeants possessing an Intermediate POST Certificate shall be paid eighteen and one-half percent (18.5%) over the base hourly rate for their classification.

3. ADVANCED POST CERTIFICATE

Police Officers and Police Sergeants possessing an Advanced POST Certificate shall be paid twenty-one and one-half percent (21.5%) over the base hourly rate for their classification.

4. SUPERVISORY POST CERTIFICATE

Police Sergeants possessing a Supervisory POST Certificate shall be paid twenty-four and one-half percent (24.5%) over the base hourly rate for their classification.

C. EFFECTIVE DATE

Employees will receive the above pay rate(s) effective the first pay period following the date awarded as stated on the Intermediate or Advanced POST Certificate.

D. POST CERTIFICATE REDUCTION

The 9% increase provided to employees hired prior to the adoption of this MOU is achieved through shifting the first 2% of the 5% increase required as a result of the City of Los Angeles 2011 - 2014 MOU with LAPD and is due under the Salary Initiative Ordinance (the remaining 3% will be provided in salary increases), providing 3% credit in lieu of participating in Government Code section 20636 (c) (4), and the final 4% is an advance of future increases granted by the County of Los Angeles and/or the City of Los Angeles (beyond the 10% granted in the 2011 - 2014 LAPD contract).

The POST certificate pay provided to employees hired prior to this MOU shall be reduced commensurate with salary increases provided pursuant to the Salary Initiative Ordinance as a result of future increases provided by the aforementioned County or City of Los Angeles salary increases up to 4% (excluding the 10% granted in the 2011-2014 LAPD contract). Therefore, at the conclusion of the 4% reduction, the Intermediate POST certificate shall be reduced to 14.5%, the Advanced POST certificate shall be reduced to 17.5% and the Supervisory POST certificate shall be reduced to 20.5%.

The parties mutually agree that shifting the above described 2% salary increases into POST shall place the unit employees Base Monthly Salary at the average of comparable classifications of the City of Los Angeles and County of Los Angeles.

G. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved POST Certificate as specified in the above section.
2. The minimum specified standards shall be at least those prescribed by POST as of the effective date of this agreement.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. SCHEDULES/BRIEFING TIME

A. WORK SCHEDULES

1. The City shall establish work schedules for employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
2. Work schedules shall be posted by the City in such a manner so all employees may be aware of the work schedule.

B. HOURS OF WORK

1. Effective April 14, 1986, the City establishes a twenty-eight (28) day work cycle for the purposes of calculating FLSA overtime pursuant to the Section 7 (k) exemptions of the Fair Labor Standards Act as amended November 1985.
2. Employees shall be compensated in such manner as required by the FLSA for hours worked which exceed one hundred and seventy one hours (171) of work in the twenty-eight (28) day cycle.
3. Except as provided below in subsection B. 4. all sworn personnel shall work a schedule of four ten-hour days (4/10) in a seven-day period, inclusive of mandatory briefing and/or dressing period and thirty-minute meal period.
- 4a. The City and POA have agreed to implement a 3/12.5 work schedule for unit employees assigned to the Patrol division, except those working Motor assignments. It is the intent that the 3/12.5 work schedule will provide benefits to the City and the Police Department without risking the safety of employees and/or increasing costs.
- b. The new work schedule, unless modified by the parties, shall include three (3) shifts: 0700-1930, 1400 – 0230, and 1900 – 0730. This schedule will accommodate any needed briefing and dressing time. The first five and the last five minutes of these paid shifts shall be for employees to don (i.e., dress into) and doff (i.e., undress out of) their uniforms (including gear such as body armor

ARTICLE THREE

and equipment belts). If occasional shift activity does not allow an employee to (1) don his/her uniform and gear during the first five minutes of his/her paid work shift, or (2) doff his/her uniform and gear during the last five minutes of his/her paid work shift, the employee shall follow the City's established overtime procedures and report any extra time on their timekeeping records.

- c. The new modified work schedule shall resolve any and all alleged donning and doffing issues with no liability to the City for donning and doffing time after the implementation of this section. It is further agreed upon between the parties that the provision of time in the work schedule for uniformed Patrol division employees to don and doff their uniforms and gear is based on the City acting out of an abundance of caution. The parties agree that if a decision of the Ninth Circuit U.S. Court of Appeals or the U.S. Supreme Court finds that donning and doffing of either a uniform or gear is not compensable work time for law enforcement personnel, the Chief of Police may unilaterally revise work shift schedules, upon proper notification.

II. OPTIONAL WORK ASSIGNMENTS

A. SCHEDULING OPTIONAL WORK ASSIGNMENTS

1. Police Management may schedule optional work assignments for employees to work during regular off-duty hours.
2. Such optional assignments shall be on a voluntary basis and scheduled in advance.

B. COMPENSATION OPTIONS

1. Upon advance notification to the unit employee, Police Management may specify the accrual of compensatory time or overtime, paid at one and one-half (1 ½) times the base hourly rate of pay, for these optional work assignments.
2. No minimum hour guarantee will be paid for optional work.
3. Optional work is assigned by Police Management.

III. SHIFT TRADE AGREEMENT

A. TRADE SHIFTS

Following the effective date of this MOU, eligible employees may trade shifts subject to the approval of the Chief of Police and subject to the City not incurring any additional costs as a result of the shift trade.

B. TRANSFER VESTED HOURS

Employees shall be allowed to transfer vested hours upon mutual agreement of both employees.

IV. TIME RECORDS

The City shall provide for the maintenance of records of time worked including overtime, time docked, and time on leave of absence.

V. OVERTIME

A. DEFINITION AND ELIGIBILITY

Whenever a unit employee is required to work beyond the established work schedule, the City shall pay overtime pay for the overtime worked at the rates set forth below. All overtime must receive prior approval of an authorized supervisor before such time can be credited.

B. EXTENSION OF DUTY

When a unit employee is required to continue working overtime beyond the regular duty day, overtime shall be credited at one and one-half times the straight hourly rate to the nearest one-half (1/2) hour after the first fifteen (15) minutes of overtime worked.

C. ON-CALL DETECTIVES ASSIGNMENT – (NON PERSABLE):

1. Unit employees assigned to the Investigations Bureau who are required to be on-call over a week-end shall be compensated with a bonus equivalent to two (2) hours straight-time pay for each weekend day of stand-by duty to a maximum of four (4) hours pay each week.
2. This is not pay for time worked, but pay for time waiting to be called, and shall not count as hours worked for overtime.
3. Any actual time worked responding to a call will be paid as overtime in addition to the minimum 4-hour stand-by pay.

4. On-call detectives shall not be eligible for the 4-hour minimum emergency recall pay during such assignments.

D. EMERGENCY RECALL

1. When a unit employee, other than an on-call detective, is called back to duty during their off-duty time for emergency purposes, overtime shall be credited at one and one-half times (1½) the unit employee's straight hourly rate for such emergency recall, commencing at the time of reporting for emergency duty, with a guarantee of a minimum of four (4) hours of overtime credit.
2. Limitations: If the emergency recall occurs within two (2) hours of the start of the employee's regular assigned shift, the unit employee shall be compensated in the manner as set forth in Extension of Duty, Section B above.

E. COURT DUTY

1. On Duty: When a unit employee is required to appear in court during scheduled work hours, and the combination of court duty and scheduled on-duty work is in excess of the regular scheduled working day, such employee will be credited overtime for hours in excess of the regular scheduled working day in the manner provided for Extension of Duty.
2. Off Duty Time:
 - a. When a unit employee is required to appear in court on behalf of the City during a time which is scheduled off-duty, the unit employee shall be credited overtime for all hours in court at one and one-half (1½) times the unit employee's straight hourly rate.
 - b. A unit employee who is off duty shall receive a minimum of four (4) hours at time-and-one-half (1½) credited for any one (1) such court day.
 - c. This minimum guarantee is intended to compensate the employee inclusively for:
 - Disruption of off-duty time,
 - Travel time, and
 - Preparation for the court appearance as well as actual court time.

ARTICLE THREE

- d. The unit employee shall receive the greater of:
 - Overtime pay for all actual hours worked (if the court appearance exceeds four (4) hours); or
 - The four (4) hour minimum.

F. COURT "ON-CALL" SUBPOENA

1. When a unit employee receives an "on-call" subpoena, the employee may elect to:
 - Report for duty at the Culver City Police station for watch assignment; or
 - Remain at home and be available for call by the court.
2. If a unit employee is on an "on-call" subpoena, and chooses to report for duty, all hours worked shall be paid at one and one-half (1½) times the straight-time hourly rate with a minimum of four (4) hours at time-and-one-half (1 ½) credited for any one such court "on call" day.
3. Police Management, or issuing authority (court, district attorney, DMV, etc.), shall determine when the employee may be released from their "court on-call" without further limitation or compensation.
4. If the unit employee elects to remain at home on "court on-call," the unit employee shall notify the Watch Commander or designee, and the court, and shall be paid an "court on-call" bonus equivalent to two (2) hours at the unit employee's straight-time hourly rate for each three (3) hour period (9:00 a.m. to Noon, or 1:00 p.m. to 4:00 p.m.).
5. Such compensation shall not be considered pay for hours worked. The employee must notify the Watch Commander or designee, when he/she is held over from a morning "court on-call" to and including an afternoon "court on-call."
6. The maximum compensation for any one (1) "court on-call at home" day shall be equivalent to four (4) hours at the unit employee's straight-time hourly rate.
7. Limitations: A court order resulting in "court on-call" status is subject to verification by the City. It shall be the employee's responsibility to respond to and maintain contact with the court while at home "court on-call." Failure to be available or to report when called will cause forfeiture of any "on call" bonus.

ARTICLE THREE

8. If such voluntary "on call at home" elections are determined by the Department of Labor or court of competent jurisdiction to be "hours worked" within the definitions of the Fair Labor Standards Act (FLSA) and, therefore, subject to overtime compensation, the voluntary election provision shall become null and void and employees shall report to work at the station when subject to an "court on call" subpoena.

VI. TIME INCREMENTS – OVERTIME

All authorized time worked which is in excess of the unit employee's regular assigned shift shall be compensated as set forth below:

<u>Time Increments</u>	<u>Overtime Credit</u>
0-15 minutes	No overtime credit
16-45 minutes	One-half (1/2) hour overtime credit
46-75 minutes	One (1) hour overtime credit

VII. COMPENSATORY TIME

A. MAXIMUM ACCUMULATION

Unit employees may accumulate compensatory time to a maximum of two hundred forty (240) hours after conversion which shall be paid at the unit employee's base hourly rate.

B. EXCESS COMPENSATORY TIME

Unit employees that have reached two hundred forty (240) hours of accumulated compensatory time shall be paid on a bi-weekly basis for all excess accumulated hours, known as "comp time payoff". Special assignment pays shall not be included in the comp time payoff calculations.

C. SEPARATION FROM SERVICE

In the event of separation from service, the employee shall be entitled to cash payment of one-hundred percent (100%) accumulated compensatory time paid at the unit employee's hourly rate.

ARTICLE FOURSUPPLEMENTAL BENEFITSI. PERS RETIREMENT BENEFITS

As of the effective date of this M.O.U. the City agrees to provide retirement benefits under the California Public Employees' Retirement System as follows:

GOVERNMENT CODE SECTION	BENEFIT
20037	<u>For unit employees hired on or after July 1, 2011:</u> <u>Three-year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months.
20042	<u>For unit employees hired prior to July 1, 2011:</u> <u>One-Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20996	<u>Military Service Credit:</u> Unit employees may elect to purchase up to four (4) years of service credit.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21363.1	<u>3% at Age 55:</u> Base retirement plan of three percent (3%) at age 55 for all unit employees hired on or after July 1, 2011.

GOVERNMENT CODE SECTION	BENEFIT
21362.2	3% at Age 50: Base retirement plan of three percent (3%) at age 50 for all unit employees hired prior to July 1, 2011.
21548	Pre-retirement Option 2: Upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected Option 2W.
21574	Fourth Level of 1959 Survivor Benefits
21624 – 21626	Post-Retirement Survivor Allowance

II. MEMBER PAID NINE PERCENT (9%) PERS EMPLOYEE RETIREMENT CONTRIBUTION (NON-PERSABLE)

A. PERS EMPLOYEE RETIREMENT CONTRIBUTIONS

Effective the first pay period after January 1, 2012, all unit employees shall pay to the Public Employees' Retirement System (PERS) for the account of each employee covered by this MOU the amount of the employee's retirement contribution as required by Government Code Section 20678, which is currently nine percent (9%) of eligible compensation. Said member contributions paid by the employee shall be pre-tax in accordance with IRS Code Section 414(h) (2).

B. SOCIAL SECURITY EXCLUDED

This does not include Social Security nor any special or additional contribution to PERS contracted for by the employee.

C. NON-PERSABLE

The member payment of nine percent (9%) PERS employee contribution rate is non-PERSable.

III. MEDICAL INSURANCE

A. MEDICAL INSURANCE – PERS MEDICAL PLANS

The City contracts with the Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. Effective January 1, 2012 the City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as 1) an enrolled employee and eligible dependents 2) an enrolled retiree and eligible dependents and 3) a surviving annuitant. The PEMHCA statutory minimum for 2012 is \$112 per month. Inclusive of the statutory minimum, flexible benefits shall be provided as follows.

The City and POA must mutually agree in writing to change from PERS Health Care to another health care plan.

B. CAFETERIA PLAN

The City shall implement a full flex cafeteria plan in accordance with IRS Code Section 125 for all active employees. Unit employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits offered under the full flex cafeteria plan. The following health care benefits shall be offered through the cafeteria plan: medical, dental, vision and life. The monthly dollar allowance, which is inclusive of the statutory PEMHCA minimum, shall be:

Employee only:	\$ 642.00
Employee + 1:	\$ 1,103.00
Family:	\$ 1,370.00

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After the mandatory insurance has been purchased, the employee has the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

The City will pay up to an additional 4% towards the increased cost of medical premiums in a calendar year. The average increase in PERS

monthly health care premiums for active employees shall be calculated by subtracting the average cost of premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this percentage is less than 4%, then the City allowances shall be increased only by that percentage. If this percentage equals or exceeds 4%, the City allowances shall be increased by 4%. If there is a year where the average premium increase is 0%, or there is an overall decrease, the City contribution shall not be adjusted. In addition, the City shall continue to provide flex dollars to cover 100% of HMO dental, vision and life insurance premiums.

C. MEDICAL INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, "opt out," of the PERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

D. PROOF OF COVERAGE / WAIVE CITY LIABILITY

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

E. OPT-OUT

Upon proof of other coverage, unit employees may elect to waive the City's medical insurance and use the above allotted single-party flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

F. EMPLOYEE SPOUSES / DEPENDENTS NOT ELIGIBLE FOR OPT OUT

1. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Each employee have a flex dollar amount of a single employee; or

- one (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

G. RE-ENROLLMENT IN CITY MEDICAL INSURANCE PLAN

1. After electing this provision, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations. Employees shall be re-enrolled per the Cafeteria Plan as provided in Article Four Section V.B.
2. A qualifying event shall be defined as set forth in the PERS medical Plan and the City's Cafeteria Plan document, a copy of which is available to unit employees in the Human Resources Department.

H. RETIREE MEDICAL INSURANCE

1. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees that retire on or before December 31, 2011, shall be as follows:

All plans except PERSCare:

- City shall pay ninety-five percent (95%) of the monthly medical plan premium; and
- Employees and retirees shall pay five percent (5%) of the monthly medical plan premium.

PERSCare Plan:

- City shall pay seventy percent (70%) of the monthly PERSCare premium; and
- Employee and retirees shall pay thirty percent (30%) of the monthly PERSCare premium.

2. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees hired prior to July 1, 2011 that retire after December 31, 2011, shall be as follows:

Upon retirement with a minimum of 5 years City service, employees who were hired prior to July 1, 2011 shall be eligible to receive up to \$500.65/mo based on plan enrollment for retiree only; and pre-65 spousal/dependent coverage shall be provided up to an additional \$437.00/mo subject to vesting. Vesting for pre-65 spousal/dependent coverage is contingent upon the employees' years of City service. Employees who retire with 6 years of City service shall be eligible to

ARTICLE FOUR

receive 20% of the maximum pre-65 spousal/dependent allowance, and another 20% for each additional year of City service up to 100% of the maximum dependent allowance after 10 years of City service (i.e. 6 years = 20%, 7 years = 40%, 8 years = 60%, 9 years = 80%, 10 years = 100%). The City's contribution towards retiree medical insurance shall not increase by more than 4% annually based on the CalPERS rates in effect as of January 1, 2012. If the average premium increase of CalPERS medical insurance plans exceeds 4%, any additional amount shall be borne by the annuitant. The City will pay up to an additional 4% towards the increased cost of medical premiums in a calendar year. The average increase in PERS monthly health care premiums shall be calculated by subtracting the average cost of premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this percentage is less than 4%, then the City allowances shall be increased only by that percentage. If this percentage equals or exceeds 4%, the City allowances shall be increased by 4%. If there is a year where the average premium increase is 0%, or there is an overall decrease, the City contribution shall not be adjusted.

Effective July 1, 2012, or as soon as implementation can occur; the City shall make available a retiree health care trust (RHS) to enable employees to prefund retiree health care expenses while employed by the City. The City shall match the first \$25 per pay period of the employee contribution to the RHS. The individual accounts can be utilized after separation of service for reimbursement of all qualified medical expenses, including insurance premiums, in accordance with IRS Section 213. Employees who separate from City service for any reason shall be eligible to receive the full amounts in the RHS at the time of separation. The Retiree Health Savings Trust shall reimburse expenses in accordance with the Internal Revenue Code. POA understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

3. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees hired on or after July 1, 2011 shall be as follows:

Upon retirement, employees shall be eligible to receive a City contribution for retiree medical in accordance with Government Code 22892. The City shall contribute an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. The statutory minimum amount for 2012 is \$112/mo.

Effective July 1, 2012, or as soon as implementation can occur; in addition to the receipt of the CalPERS statutory minimum as provided in the previous paragraph, the City shall make available a retiree health care trust (RHS) to enable employees to prefund retiree health care expenses while employed by the City. Mandatory participation is required. The City shall match the first \$25 per pay period of the employee contribution to the RHS. The individual accounts can be utilized after separation of service for reimbursement of all qualified medical expenses, including insurance premiums, in accordance with IRS Section 213. Employees who separate from City service for any reason shall be eligible to receive the full amounts in the RHS at the time of separation. The Retiree Health Savings Trust shall reimburse expenses in accordance with the Internal Revenue Code. POA understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

Longevity Retiree Medical Stipend

Unit employees hired prior to July 1, 2011 that retire with twenty (20) or more years of City service that also carry more than one (1) dependent, shall be eligible to receive a \$300 monthly stipend towards their retiree medical premium until the dependent is no longer eligible to be carried.

I. JOINT LABOR / MANAGEMENT HEALTH BENEFITS STUDY COMMITTEE

1. PURPOSE OF COMMITTEE AND STUDY

The City and the Association agree to continue utilizing the Joint Labor/Management Health Benefit Committee for ongoing review of benefit programs, cost containment and cost savings options. It is understood that this Committee does not have the authority to alter terms of this MOU or meet and confer with the City on behalf of the Association.

2. MUTUAL AGREEMENT IN WRITING

The City and the Association must mutually agree in writing to make any amendments to the existing health care programs.

IV. DENTAL INSURANCE

1. The City shall continue contracting for the current or comparable program. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For dental insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

V. VISION CARE INSURANCE

1. The City shall continue contracting for the current or comparable program. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For vision insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

VI. LIFE INSURANCE

The City shall continue contracting for the current or comparable program for Term Life Insurance Group coverage of \$50,000.

VII. IRS SECTION 125 FLEXIBLE SPENDING ACCOUNT

The City provides a flexible spending account for medical expenses and dependent care, pursuant to Section 125 of the Internal Revenue Service Code (Section 125), as amended. Under Section 125, the maximum annual amount an employee may contribute on a pre-tax basis for future dependent care expenses reimbursement is five thousand dollars (\$5,000). For 2012, the maximum annual allowable amount an employee may contribute on a pre-tax basis for future medical expenses reimbursement is \$5,000. For 2013 and beyond, the maximum annual allowable amount an employee may contribute on a pre-tax basis is two thousand five hundred dollars (\$2,500).

Pursuant to Section 125, employees may contribute pre-tax earnings into these accounts. The medical expense contribution may be used for reimbursement of medical expenses such as deductibles, co-pays and expenses in excess of what insurance covers. Dependent care expenses may not be reimbursed until after they are actually incurred - i.e., after the care has been provided, and not when the participant is formally billed. Reimbursable dependent care expenses are non-health care expenses that include insuring a qualified dependent's well-being and protection. Qualified dependents are children under age 13, disabled spouses and other dependents who are physically or mentally incapable of self-care, and who regularly spend at least eight hours each day in the taxpayer's household.

Pursuant to Section 125, eligible reimbursable expenses must be incurred within the calendar year, January 1st through December 31st, and must be submitted for reimbursement no later than March 31st of the following calendar year. Receipts submitted after March 31st in the following calendar year shall be forfeited.

There are other limitations and restrictions set forth by the Internal Revenue Service.

VIII. CITY RIGHTS – CONTENT AND CONTRACTORS

1. The City retains the exclusive right to determine the content and contractor(s) for dental, vision and life insurance plans, and any other employee benefits except as otherwise provided for in this MOU.
2. The City agrees to consult with representatives of POA over any City-proposed change in the benefit levels of dental, life or vision care insurance during the term of this agreement.
3. It is understood that no significant changes in benefit levels will occur without the agreement of POA.

IX. ON-DUTY DEATH/ FUNERAL BENEFIT

A. BENEFIT

1. In recognition of services rendered, should any unit employee die in the line of duty, the City will provide the beneficiary or estate of the unit employee a funeral benefit payment of \$7,500.
2. This benefit shall be payable over and above any benefits payable through PERS or Labor Code provisions.

B. DEFINITION

"In the Line of Duty" shall include optional work assignments as described in this MOU.

C. PAYMENT

Payment to the unit employee's beneficiary or estate shall be made as soon as possible, but in no event later than fifteen (15) working days following the death.

X. UNIFORM ALLOWANCE

A. INITIAL UNIFORM ALLOWANCE – PERMANENT APPOINTMENT

Unit employees required to wear uniforms during the performance of their duties will be reimbursed, upon receiving permanent appointment, an amount not to exceed two hundred and sixty dollars (\$260) for the total cost of the initial supply of uniform articles the employees are required to purchase.

B. ANNUAL UNIFORM ALLOWANCE – UNIFORM REPLACEMENT AND MAINTENANCE

The City will provide all unit employees an annual lump-sum payment of nine hundred and fifty dollars (\$950) in the first paycheck in January each year for uniform replacement and maintenance for the upcoming calendar year.

C. ANNUAL UNIFORM ALLOWANCE – EQUIPMENT REPLACEMENT AND MAINTENANCE – (NON-PERSABLE)

1. The city will provide all eligible unit employees in the Association an annual lump sum payment of five hundred forty dollars (\$540) for equipment acquisition and maintenance.
2. Payment will be made by warrant no later than January 31 of each year (non-PERSable).

D. LIMITATIONS

1. Safety equipment will not be purchased from clothing allowance funds.
2. Uniform items purchased by the City remain the property of the City.

3. The parties agree and understand that employees may use these annual lump-sum payments to pay vendors for maintenance tasks if they so choose (e.g., dry cleaners, shoe shine, etc.)

XI. SAFETY EQUIPMENT

A. SUPPLY AND REPLACEMENT

1. The City will supply and replace for use by the unit employee the following items of safety equipment:

- Ammunition
- Baton
- Flashlight
- Handcuffs
- Handgun
- One off-duty holster
- Protective vest
- Raincoat
- Safety helmet
- Sam Brown Leather:
 - Baton ring holder
 - Cartridge and handcuff cases
 - Duty belt
 - Four belt keepers
 - Key holder
 - Holster
 - Trouser belt

2. Unit employees shall provide flashlight batteries and bulbs.

B. MOTOR DUTY ASSIGNMENT

The City will provide and replace for unit employees assigned to motor duty, departmentally approved:

- Leather gloves
- Leather jacket
- Motorcycle boots
- Plastic safety helmet
- Riding breeches
- Suitable eye protective glasses for day and night duty

C. LIMITATIONS

1. No equipment provided by the City pursuant to this section shall be taken from the annual uniform allowance provided in this section; and
2. All equipment provided by the City pursuant to this section shall remain the property of the City; and
3. All equipment provided by the City pursuant to this section shall be returned to the City whenever a unit employee terminates their employment with the Police Department.

XII. TUITION REIMBURSEMENT

The City agrees to reimburse unit employees up to one hundred dollars (\$100) per applicable accredited college unit, plus the actual costs of books, registration fees and parking permit fees, pursuant to Administrative Policy II-08, as amended.

XIII. PRACTICE AMMUNITION

A. CITY PROVIDED AMMUNITION

1. The City will continue to provide ammunition on a monthly basis for qualification and proficiency purposes.
2. In addition, the City will provide fifty (50) rounds of lead free practice ammunition for service weapons, of a type determined by the Police Department, every other month upon the employee's request.
3. Unit employees must be actively at work during the month for which the ammunition is requested.

E. LIMITATIONS

1. Unit employees on long-term IOD or other leave of absence for one (1) month or more will be ineligible for the practice ammunition benefit.
2. The parties understand and agree that provision of practice ammunition is not an authorization or agreement to provide for compensable (on-duty) practice time.

ARTICLE FIVE

LEAVES OF ABSENCE

I. POLICY

It shall be the policy of the City to grant leaves of absence to permanent and probationary employees for the purpose of rest and relaxation, and for recuperation from illness, based on each employee's total length of service with the City. Employees are expected to take advantage of the vacation provisions afforded them in order to maintain their mental and physical health.

II. ACCUMULATION, USE AND REQUESTS FOR LEAVE

A. ACCUMULATION OF LEAVE

1. The unit employee's anniversary date (date of original benefited employment adjusted for breaks in service) shall determine the category of leave accumulation.
2. Unit employees shall continue to accumulate sick, holiday in-lieu and vacation leave when on authorized leave with pay of any kind.

B. USE OF LEAVE

1. Leave shall be taken in multiples of one (1) hour.
2. Unit employees can take up to the total amount of accumulated leave credit.
3. Charges against sick leave or vacation leave accruals shall be made for only those days on which regularly assigned work would be performed.

C. ADVANCE OF VACATION OR SICK LEAVE

A request for one (1) year's advance of vacation or sick leave credit may be approved for use by the City Manager.

D. REQUESTING LEAVE

1. Except as otherwise provided, no leave of absence with pay shall be granted to any unit employee without the approval of the Police Chief or designee.

2. Whenever possible, unit employees shall file a request for a leave of absence on a form provided by the appointing authority, and shall receive written approval before taking such leave period.
3. When conditions prevent a prior request, the employee, upon return from said leave, may be required to file a report explaining the conditions which prevented a prior request.

E. FAILURE TO FILE A PRIOR REQUEST

Failure to file a prior leave request, in the absence of extenuating conditions, shall be grounds for disciplinary action.

III. IN-LIEU OF HOLIDAYS

A. BI-WEEKLY ACCRUAL RATE

Unit employees shall be credited with leave in-lieu of holidays, to be accrued each bi-weekly pay period on a pro-rata annual basis, as follows:

Bi-weekly accrual rate	Annual accrual rate	Maximum accrual rate
4 hours (104 hours / 26 pay periods)	104 hours (26 pay periods X 4 hours)	104 hours

B. ACCRUAL BALANCE NOT TO EXCEED MAXIMUM ANNUAL IN-LIEU OF HOLIDAYS

1. A balance not to exceed the maximum annual accrual of one hundred and four (104) hours of in-lieu holidays may be maintained by the unit employee.
2. Accruals which would exceed this maximum balance will be paid to the affected employee as accrued.

C. ONE-TIME ANNUAL ELECTION – 104 HOURS (NON-PERSABLE)

1. ELIGIBILITY

The City will permit unit employees a one-time annual election each fiscal year to cash out up to one hundred and four (104) hours of Holiday In-lieu time at each unit employee's base hourly rate (non-PERSable).

2. CASH-OUT OPTION

Eligible unit employees requesting to cash out Holiday In-Lieu time must provide a written request to the Human Resources Department a minimum of thirty (30) calendar days prior to the requested pay date.

3. CONVERSION TO DEFERRED COMPENSATION

Eligible unit employees requesting to convert Holiday In-Lieu time to their deferred compensation plan must do so during a quarterly open enrollment period for Deferred Compensation.

4. LIMITATION

At no time shall a unit employee be permitted to receive, in any fiscal year, an excess of one hundred and four (104) hours of Holiday In-lieu time through bi-weekly payoff, leave time and/or annual cash out option.

IV. PAYOFF UPON SEPARATION FROM EMPLOYMENT

Upon separation from employment, all unused accrued in-lieu holidays time, up to the maximum, shall be paid to the unit employee.

V. VACATION LEAVE

A. ELIGIBILITY FOR VACATION LEAVE

1. All unit employees shall be eligible for vacation leave after serving twelve (12) months of employment with the City.
2. At the completion of the twelve (12) month period, the unit employee shall be credited with vacation leave earned during the prior twelve (12) month period, including time spent on provisional or temporary appointments.

B. ACCRUAL OF VACATION LEAVE

1. Vacation hours shall accrue each pay period at one twenty-sixth (1/26) of the annual rate (i.e., annual accrual rate divided by 26).
2. Exceptions to the maximum allowable accruals may be granted by the City Manager or his/her designee, to meet exceptional departmental staffing needs.

3. No vacation shall be authorized, for leave or payment, unless accrued prior to the time for use or payment, except as authorized by the City Manager.

C. TABLE OF VACATION LEAVE BENEFITS

1. The Table of Vacation Leave Benefits shown below sets forth the number of working hours per year to which a unit employee is entitled as a vacation leave benefit.
2. The benefit shown in each category shall commence upon entering the first day of the new category as follows:

TABLE OF VACATION LEAVE BENEFITS				
1 st Year	2 nd thru 4 th Year	5 th thru 14 th Year	15 th thru 20 th Year	21 st Year and thereafter
40 hours	80 hours	120 hours	160 hours	160 hours, plus 8 hours per year of service over twenty (20) years

D. ACCUMULATION OF VACATION LEAVE

1. Vacation time may be accumulated by unit employees to a maximum of twice the annual accumulation of vacation hours for which the unit employee is eligible.
2. Once a unit employee has accrued the maximum amount of vacation leave, no further vacation leave shall be accrued until the unit employee's level of accrued vacation has been reduced to less than the maximum. At that time, the unit employee shall again begin accruing vacation but at no time may he/she accrue more than the maximum allowed pursuant to this section.

E. LIMITATIONS

Vacation shall not be used in lieu of accumulated sick leave or when sick leave request is disapproved.

F. BI-WEEKLY PAYOFF OF EXCESS VACATION ACCRUALS – NON-PERSABLE

Vacation time which accumulates in excess of the maximum allowed each employee, shall be paid in cash (non-PERSable) on the next regular bi-

weekly paycheck, thereby bringing the employee's vacation balance to no more than the maximum allowable (except as provided in this Article).

G. VACATION PAYOFF UPON TERMINATION – NON-PERSABLE

1. Any unit employee who terminates employment shall be paid (non-PERSable) for such vacation time accrued but unused as of the date of the termination.
2. It shall not be necessary to carry such employee on the payroll for the vacation period.

VI. SICK LEAVE

A. ELIGIBILITY FOR SICK LEAVE

No sick leave shall be granted until the unit employee has completed three (3) full months of service, including time spent on provisional or temporary appointment.

B. ACCRUAL OF SICK LEAVE

Sick leave credit accrues each bi-weekly pay period pro-rated on an annual basis and shall be credited as follows:

Bi-weekly accrual rate	Monthly accrual rate	Annual accrual rate
3.69 hours (96 hrs / 26 pay periods)	8 hours	96 hours

C. PROCEDURE, USE AND VERIFICATION OF SICK LEAVE

1. Sick leave may be taken in increments of one (1) hour or more.
2. Sick leave may be allowed for:
 - Personal illness or injury of the employee;
 - Serious illness of the employee's spouse, registered domestic partner, or child;
 - Medical or dental appointments;
 - Cases of quarantine; or
 - Where exposure to contagious diseases would endanger the health of other employees.

ARTICLE FIVE

3. The responsibility for proving the validity of a request for sick leave shall be upon the unit employee.
4. The unit employee shall notify his immediate supervisor within one (1) day of the beginning of sick leave, or pursuant to the rules of the Police Department.
5. At the end of the second day of sick leave, Police Management or a supervisor may request verification to be made by a qualified person.
6. For absences of over two (2) days, a medical certificate from a qualified physician, chiropractor or practitioner may be required.
7. Upon return to duty, the unit employee shall present evidence of the necessity of sick leave, if so requested by the Police Management or a supervisor.

D. BI-WEEKLY PAYOFF PLAN: UNUSED SICK LEAVE ACCRUAL (NON-PERSABLE)

1. When an employee shall have accumulated three hundred and eighty-four hours (384) hours of unused sick leave credit, the employee will, thereafter, be eligible for payment in each pay period of a portion of the unused sick leave accrued during the preceding pay period, subject to the following conditions:

TIER 1: SICK LEAVE PAYOFF AT THREE HUNDRED AND EIGHTY FOUR (384) HOURS			
Bi-weekly Accrual Rate	Tier 1 Maximum Accumulation	Amount of Bi-weekly Sick Leave Payoff @ 50% (Non-PERSable)	Amount of Bi-weekly Sick Leave Accrued @ 50%
3.7 hours	384 hours	1.85 hrs X hourly rate (1/2 [50%] of bi-weekly accrual rate of 3.7 hours)	1.85 hours
- The unit employee must maintain at least three hundred and eighty four (384) hours of sick leave accruals. - If the sick leave accrual balance falls below three hundred and eighty four (384) hours at any time, the unit employee will become ineligible for any unused sick leave payment until such time as her/her sick leave accruals again exceed three hundred and eighty four (384) hours.			

ARTICLE FIVE

2. An eligible unit employee may elect on or before December 1 of each year not to participate in the bi-weekly payoff plan and will then accrue unused sick leave for the ensuing calendar year (January through December). However, eligible employees may only accrue to a maximum of seven hundred and twenty (720) hours.
- 3 a. Unit employees with at least three hundred and eighty four (384) hours but less than seven hundred and twenty (720) hours of accrued sick leave may be paid for one-half (50%) of sick leave accrued and unused in each pay period as set forth in the Tier 1 table above.
- b. The remaining unused sick leave in each pay period shall be added to the unit employee's accruals up to the seven hundred and twenty (720) hour maximum.
- c. Unit employees at the maximum accrual of seven hundred and twenty (720) hours, or who reach maximum accrual thereafter, will be paid for three-fourths (75%) of accrued unused sick leave in each pay period and shall forfeit the remaining accruals as set forth in the following Tier 2 table:

TIER 2: SICK LEAVE PAYOFF AT SEVEN HUNDRED AND TWENTY (720) HOURS			
Bi-weekly Accrual Rate	Tier 2 Maximum Accumulation	Amount of Bi-weekly Sick Leave Payoff @ 75% (Non-PERSable)	Amount of Bi-weekly Sick Leave Forfeited @ 25%
3.7 hours	720 hours	2.7 hrs X hourly rate (3/4 [75%] of bi-weekly accrual rate of 3.7 hours)	.92 hours

E. SICK LEAVE CONVERSION PAYOFF UPON RETIREMENT OR FAVORABLE RESIGNATION – (NON PERSABLE)

Unit employees who retire or terminate are eligible to convert unused accumulated sick leave accrual to their vacation accrual bank (non-PERSable) on the following basis:

1. With favorable resignation after ten (10) or more years of satisfactory service, one-half (1/2) of the accumulated sick leave accrual will be converted to the unit employee's vacation accrual bank.
2. With retirement after ten (10) or more years of satisfactory service, three-fourths (3/4) of the accumulated sick leave accrual will be converted to the unit employee's vacation accrual bank.
3. With retirement after fifteen (15) or more years of service, one hundred percent (100%) of the accumulated sick leave accrual will be converted to the unit employee's vacation accrual bank.

F. SICK LEAVE PAYOFF UPON THE DEATH OF AN EMPLOYEE – NON-PERSABLE

1. Upon a unit employee's death, his/her beneficiaries or estate shall be entitled to receive the same accumulation and conversion benefit payoff as the unit employee would have received were he/she alive and had favorably resigned or retired.
2. Any payoff under this benefit is non-PERSable.

VII. PRE-RETIREMENT DISTRIBUTION OF LEAVE ACCRUALS – NON-PERSABLE

A unit employee giving irrevocable notice of his/her intent to retire within three (3) years (36 calendar months) may have accrued leaves (which are otherwise payable upon retirement) distributed in equal installments to his/her paychecks over the months preceding retirement, with a minimum duration of six (6) months and a maximum duration of thirty-six (36) months.

Such distributions may be taken as taxable earnings, or may be used for deposit in the deferred compensation account under the terms of the Section 457 Catch-up provisions.

VIII. MISCELLANEOUS LEAVES WITH PAY

A. BEREAVEMENT LEAVE

1. Any unit employee who is absent from duty because of a death in the immediate family shall be allowed time necessary to be absent with pay for not more than forty (40) hours per incident without deduction from accrued sick leave or vacation.

2. Immediate family is defined as follows:

- Brothers
- Children
- Child's Spouse
- Grandchildren
- Grandparents
- Parents
- Registered Domestic Partner
- Siblings' Spouse
- Sisters
- Spouse
- Spouse's Brothers
- Spouse's Grandparents
- Spouse's Parents
- Spouse's Sisters
- Stepchildren
- Stepparents

3. Should the list of specified family members be increased in any other Culver City bargaining unit MOU, the additional provisions shall apply to this unit.

4. The City may require verification of the death of a member of the immediate family. Verification may include any printed record or notice of the death (e.g., newspaper obituary notice, mortuary leaflet or card, etc.).

5. If special circumstance exists wherein a unit employee believes another person reasonably substitutes for one of the foregoing, (i.e., foster parent, legal guardian, foster child, legal ward, etc.) the unit employee must register that special circumstance with the Human Resources Department in writing in advance in order to qualify for the bereavement leave.

B. EMERGENCY LEAVE

1. An emergency leave of absence with pay may be granted by Police Management or designee to any unit employee because of family illness, legal matters, non-work-related court appearances, home emergencies (e.g., burst water heater, or sudden structural damage, etc.), providing the employee may have such leave charged to his/her sick leave, in-lieu (holiday), compensatory time, service award leave or vacation leave accounts.

2. All emergency leaves of absence shall be limited to forty (40) working hours within any calendar year.

3. Verification of all emergency leaves may be required by Police Management.

C. JURY DUTY LEAVE

1. A unit employee called to active jury service during scheduled work days shall receive his/her regular compensation for such time served to a maximum of ten (10) working days for each jury summons.
2. The unit employee will forfeit jury fees to the City, but shall retain any mileage compensation provided.
3. Unit employees working other than a Monday through Friday daytime schedule may be reassigned to such a schedule during jury duty service if possible.
4. Jury service required on an employee's off-duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
5. Unit employees whose work schedule cannot be modified, whose regular work day may be Saturday or Sunday, and/or who serve jury duty and then work some portion of the same day, shall receive their regular compensation for the scheduled work day and may retain jury pay.
6. Jury duty time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
7. In the event the unit employee is required to serve in excess of ten (10) compensated work days, he/she may use accrued leave and retain excess jury fees for that period.
8. The unit employee shall be responsible for providing proof of jury service upon his/her return to work.
9. Specific procedures for jury duty leave with pay, consistent with this provision, shall be established in City Administrative Policy.

D. OUTSTANDING PERFORMANCE LEAVE

The City may grant up to three (3) days off with pay to unit employees rewarded for outstanding performance, or provide other forms of recognition pursuant to Civil Service Rules.

E. RELIGIOUS SERVICES

1. Unit employees shall be permitted to attend or observe religious services, or holidays of major theological importance, which occur during work hours, provided that:
 - The work load of the organization so permits; and
 - Police Management authorized the absence.
2. Time taken shall be charged to the unit employee's accumulated vacation, in-lieu (holiday), compensatory leave or service award leave time.

F. MILITARY LEAVES OF ABSENCE

Military leave with pay shall be granted in accordance with applicable state law, federal law and municipal law, and applicable City policies.

G. VOTING LEAVE

1. Employees shall be permitted leave to vote as required by California Elections Code Section 14350-14352, if the employee cannot otherwise get to the polling place during non-working hours.
2. Leave may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Voting leave properly requested in advance shall not be denied.

H. SCHOOL ACTIVITY LEAVE

1. Pursuant to California Labor Code Sections 230.7 and 230.8, parents of school-age children shall be allowed voting leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

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4. Unit employees must give reasonable advance notice to the Police Management or designee, to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
6. Unit employees may take accrued leave with pay (vacation, compensatory time, in-lieu holiday, or service award leave) for School Activity Leave purposes.

I. PAYOFF OF ACCRUALS UPON DEATH OF AN EMPLOYEE – NON-PERSABLE

1. When separation is caused by the death of a unit employee, separation pay and other accrued moneys owed shall be paid (non-PERSable) to the designated beneficiary of such employee as filed with the Human Resources Director.
2. If there is no beneficiary, the accruals shall be paid to the deceased employee's estate.

IX. LEAVES OF ABSENCE WITHOUT PAY

A. VOLUNTARY LEAVE WITHOUT PAY

1. Any unit employee is entitled to present to Police Management a request for leave of absence without pay not to exceed one (1) year. The unit employee shall indicate the basis of the leave in his/her request.
2. Leaves of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding pregnancy disability leave, special education, special duty for another governmental agency, extension of vacation time, seeking political office or any other reason which is deemed to be in the best interests of City government.
3. Verification of such requests shall be required by Police Management or designee, who shall attach the evidence of verification to the proper form (Personnel Action).
4. Any leave without pay must be approved by the City Manager or designee.

B. CITY INITIATED LEAVE WITHOUT PAY

When the unit employee's accrued leave time has been exhausted, the City may place a unit employee on leave without pay for non-disciplinary reasons when the status of the employee, due to injury or other involuntary circumstances, cannot be covered by paid leave time.

C. BENEFIT ELIGIBILITY WHILE ON LEAVE WITHOUT PAY

1. No biweekly period shall be counted for eligibility periods or for the accumulation of vacation or sick leave when the employee is absent on leave without pay including suspension from duty without pay, except when on protected leave, or has a break in service of more than sixty five percent (65%) of the working hours in the biweekly period.
2. An employee on unpaid leave of absence under this section shall be responsible for the payment of insurance premiums in any month when there is insufficient paid leave available or authorized to maintain benefited status.

D. LEAVE OF ABSENCE WITHOUT PAY IN EXCESS OF THIRTY (30) DAYS

1. NOTIFICATION TO DEPARTMENT

For any leave of absence without pay in excess of thirty (30) calendar days, the unit employee shall notify Police Management where he/she can be reached if not at his/her residence of record, and how long the employee will be absent.

2. CORRESPONDENCE

In the absence of such written notification, any notice or correspondence to the unit employee shall be mailed or delivered to the unit employee's residence of record.

3. DURATION OF LEAVE

Unit employees shall be advised of the duration of the approved leave of absence without pay, and that such approval may be cancelled at any time by Police Management and the City Manager if he/she determines that the unit employee:

- is not expected to return by the conclusion of the scheduled leave of absence without pay; or

- the unit employee's conduct is not consistent with the approved leave of absence without pay; or
- the basis of the leave is no longer valid.

4. **CANCELLATION OF LEAVE OF ABSENCE WITHOUT PAY**

If the City intends to cancel an approved leave of absence without pay in excess of thirty (30) calendar days, the unit employee shall be notified of the City's intent, and shall be given the opportunity to provide additional information in support of the leave of absence without pay or to return to work, within five (5) working days after receipt of such notice. If the unit employee fails to respond or return to work, he/she shall be deemed to have resigned his/her position.

E. **RETURN FROM LEAVE OF ABSENCE WITHOUT PAY EXCEEDING THIRTY (30) DAYS**

1. Upon returning from a leave of absence without pay exceeding thirty (30) calendar days, except when on protected leave, the unit employee's anniversary date shall be adjusted to exclude such leave time for the purpose of performance evaluation dates, step increase dates, seniority for promotional examinations and benefit accrual calculations.
2. Upon returning from a leave of absence without pay exceeding thirty (30) calendar days, except when on protected leave, due to illness or disability of the employee, the unit employee may be required to provide medical information upon the request of the City's physician in order to determine the employee's fitness-for-duty.
3. Failure or refusal to provide medical information, pursuant to this section, may delay the unit employee's return to work and constitute grounds for disciplinary action.

X. **UNAUTHORIZED LEAVE / ABANDONMENT OF POSITION**

1. A unit employee absent without authorization for three (3) or more consecutive work shifts, and who fails to contact Police Management to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the end of the third shift of absence.

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2. The unit employee shall be notified by Police Management (after Police Management has attempted to contact/locate the unit employee) that the City considers him/her to be absent without leave, and that, under this section, a separation (resignation) will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to Police Management prior to the end of the notification period.

XI. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.
3. Unit employees and department management must contact Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

A. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition;
 - The employee's own serious health condition; or
 - Any qualifying exigency arising out of a spouse, child or parent called to active military duty

ARTICLE FIVE

2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of 1,250 hours in the preceding twelve (12) months.

B. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve-month period is rolling, and is measured backward from the date leave is used.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the 12-work week FMLA period, the City shall maintain the employee's medical, dental, life and vision care insurance.

C. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the employee must give notice as soon as possible.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

D. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

E. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

F. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XII. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the unit employee, determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one year.
3. Pregnancy Disability Leave without pay shall not be granted until accrued sick leave has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

ARTICLE SIX

WORKING CONDITIONS

I. SENIORITY

A. SENIORITY LISTS

1. The City shall establish seniority lists and shall inform each unit employee of their seniority status. Seniority status shall give a unit employee priority preference in work schedules (i.e. days off) and leave schedules where the City is able to offer employees a choice.
2. Seniority preference shall only apply to leave requests made a minimum of thirty (30) days in advance. Leave requests submitted less than thirty (30) days shall be considered in the date and time order in which they were received.

B. SENIORITY WITHIN CURRENT CLASSIFICATION

1. Seniority, as used herein, is determined by the length of service a unit employee has in the position of the current appointment and is applicable for the two purposes stated, in addition to those provided in the City's Civil Service Rules.
2. When two (2) or more officers are hired on the same date, seniority among those officers shall be based upon the rank order of those officers on the eligible list from which they were appointed, with the highest ranking officer being considered the most senior.

II. GRIEVANCE

A unit employee grievance shall be processed as provided for in the City's Civil Service Rules.

III. DISCIPLINE

Disciplining of unit employees shall be as provided for in the City's Civil Service Rules.

IV. SAFETY RULES

A. PURPOSE

1. It is of mutual benefit to the City and to the unit employees represented in this MOU to be fully aware of all safety rules and regulations regarding employment duties.
2. The intent of this clause is to work towards preventing job-related injuries to unit employees and damage to both public and private property.

B. RESPONSIBILITY

It is the responsibility of all unit employees as a condition of employment with the City, to be aware of, to follow and to enforce the City's safety rules, regulations, policies and procedures or be subject to disciplinary action in accordance with the Civil Service Rules.

V. SERGEANT PROMOTIONS

The City agrees to consider Association input regarding the qualifications and procedures for Sergeant promotional examinations.

VI. DRUGS AND ALCOHOL IN THE WORKPLACE

City agrees to amend City Council Policy 4004, "Drugs and Alcohol in the Workplace," to define the specific and articulable behaviors which constitute "reasonable suspicion" for drug and alcohol testing, and POA agrees that the policy, as amended, applies to its members, but that random testing will not apply to Association members.

VII. LEGAL DEFENSE

1. CONSULT WITH UNIT EMPLOYEE

In the event a unit employee is named as a defendant in litigation involving conduct in his/her official capacity as an agent for the City, the City Attorney will, prior to recommending any settlement of the litigation to the City Council, consult with the employee concerning the proposed settlement and present the employee's oral or written comments concerning the proposed settlement to the City Council at any session at which the settlement is to be discussed.

ARTICLE SEVEN

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective July 1, 2011, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire as of midnight on June 30, 2014.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Culver City Police Officers Association shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the Union agree to meet and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision.

IV. CIVIL SERVICE RULES/CITY POLICIES

The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service

Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT - WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except by mutual agreement of the parties.
4. Each party acknowledges that it had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided herein.

B. COMPLIANCE

If the effective date or the implementation of any benefit in this MOU cannot be adhered to as the result of law, regulation, or policy outside the control of the City, the City will take action on the first date on which it has authority to take action in compliance with such law, regulation, or policy to effectuate the benefit.

C. OBLIGATION TO SUPPORT

The parties agree that upon tentative agreement being reached on a successor MOU and prior to the implementation of this successor MOU and during the time of its being considered by the City Council for action, neither the Association nor the City nor their authorized representatives will appear before the City Council, nor meet with the City Council members individually to advocate any addition or deletion to the terms and conditions to this MOU. However, this section shall not preclude the

ARTICLE SEVEN

parties from appearing before the City Council, nor meeting with individual members of the City Council to advocate or urge the adoption and approval of this MOU.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and the Culver City Police Officers Association acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by a simple majority vote of unit employees voting who are in classifications represented by the Culver City Police Officers Association set forth in this agreement and adopted in the form of a resolution of the City Council.

B. MUTUAL RECOMMENDATION – APPROVAL OF MOU

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the Culver City Police Officers Association.

C. RATIFICATION

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City and Culver City Police Officers Association, and entered into this ____ day of _____.