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WHEREAS, the Culver City Fire Management Group (CCFMG) representatives and Culver City (City) representatives have met and conferred and executed a “Master” Memorandum of Understanding; and

WHEREAS, the City and CCFMG have mutually agreed to amend the adopted 2015 – 2019 Memorandum of Understanding; and

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

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1 2. The City Manager and Chief Financial Officer are authorized to
2 adjust the budget and the records of employees necessary to pay the salaries and
3 costs related to the terms of the Side Letter of Agreement.

4
5 APPROVED and ADOPTED this _____ day of _____ 2016.
6
7

8 _____
9 JIM B. CLARKE, MAYOR
City of Culver City, California

10
11 ATTEST:

APPROVED AS TO FORM:

12
13 _____
MARTIN R. COLE, City Clerk

14 _____
CAROL A. SCHWAB, City Attorney

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ATTACHMENT “A”

SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY FIRE MANAGEMENT GROUP

Representatives of the City of Culver City (“City”) and the Culver City Fire Management Group (“FMG”) (collectively “Parties”) have met and conferred and reached agreement on this Side Letter of Agreement to the 2015 – 2019 Memorandum of Understanding (“MOU”). This Side Letter of Agreement is not intended to supersede any of the other terms and conditions of employment contained in the MOU unless specifically mentioned herein. The following provisions of this Side Letter of Agreement represent the mutual understanding and consent of both Parties.

1. Article Four, Section XIV is amended as specified in Attachment “A” attached hereto.
2. This Side Letter of Agreement shall be incorporated into and made part of the Parties Memorandum of Understanding.

This Side Letter of Agreement is executed on June ____, 2016.

FOR THE CITY:

FOR FMG:

John M. Nachbar, City Manager

Michael Nagy, President

ATTACHMENT "A"

XIV. DEFERRED COMPENSATION

A. VOLUNTARY DEFERRED COMPENSATION PLAN

1. City agrees to provide a 457 deferred compensation plan as a benefit to Fire Management employees. The City shall also provide a 401(a) deferred compensation plan to the Fire Chief.
2. Plan specifications and details are determined pursuant to IRS Code Sections 457 and 401(a) and the organizations providing the investment and savings program for such deferred compensation.
3. Plan documents are maintained by and copies may be obtained from the Human Resources Department.
4. 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.

B. CONVERSION OF HOLIDAY PAY TO VOLUNTARY DEFERRED COMPENSATION

1. The City will permit unit employees covered hereunder a one-time annual election to convert In-lieu (holiday) pay, at each unit employee's regular hourly rate of pay, for deposit into their deferred compensation plan, up to a maximum of:
 - 56-hour employees: 144 hours per calendar year
 - 40-hour employees: 96 hours per calendar year
2. Such election must be made by December 10, for deposits to the plan commencing in January of the succeeding year.
3. Amounts deferred for deposit shall be deducted from the employee's bi-weekly accrual.

C. CITY CONTRIBUTION TO VOLUNTARY DEFERRED COMPENSATION (NON-PERSABLE)

1. The City's total contribution to deferred compensation 401(a) or 457 plans shall be one-hundred forty-two dollars and twenty-five cents (\$142.25) per pay period (non-PERSable), as applicable. The maximum contribution shall only be paid on behalf of Fire Management employees contributing at

ATTACHMENT "A"

least \$76.25 per pay period. For unit employees contributing less than \$76.25, the City will contribute a dollar-per-dollar match.

2. The City retains the right to change plan administrators and investment vehicles to preserve the integrity of deposited assets, but will discuss proposed changes with affected employee organizations prior to making the change.
3. The plan is a benefit, and as such the contribution by the City on behalf of the unit employee shall not change the unit employee's salary classification range.
4. Unit employees may, at their option, contribute in excess of the City's matching contribution per pay period to the plan.