

MEETING DATE: 12/12/11

AGENDA ITEM: Adoption of Resolutions Approving a Side Letter of Agreement with the Culver City Employees Association and the Culver City Management Group; and Adoption of a Resolution Amending the Culver City Executive Compensation Plan

ATTACHMENTS

	<u>Pages</u>
1. Resolution amending the Culver City Employees Association Memorandum of Understanding with Exhibit A	1 - 4
2. Resolution amending the Culver City Management Group Memorandum of Understanding with Exhibit A	5 - 8
3. Resolution amending the Culver City Executive Compensation Plan with Exhibit A	9 - 11

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WHEREAS, the Culver City Employees Association (CCEA) representatives and Culver City (City) representatives have met and conferred and executed a "Master Memorandum of Understanding" valid from July 1, 2011 through June 30, 2013 (CCEA MOU); and,

WHEREAS, the City and CCEA have mutually agreed to amend the CCEA MOU; and,

WHEREAS, representatives of the City and CCEA have met and conferred in good faith and have reached tentative agreement on a Side Letter of Agreement attached hereto as Exhibit A and made a part hereof.

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

1. The City Manager is hereby authorized to execute and implement the terms and conditions of the Side Letter of Agreement attached hereto as Exhibit A and made a part hereof.
2. The City Manager and Chief Financial Officer are authorized to adjust the budget and the records of employees necessary to pay the salaries and costs related to the terms of the Side Letter of Agreement.

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3. Resolution No. 2011-R070 is hereby rescinded.

APPROVED and ADOPTED this _____ day of _____ 2011.

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

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk



CAROL A. SCHWAB, City Attorney
for

A11-00809

EXHIBIT A

SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY EMPLOYEES ASSOCIATION

Representatives of the City of Culver City ("City") and the Culver City Employees Association ("CCEA") (collectively "Parties") have met and conferred and reached agreement on this Side Letter of Agreement to the 2011 – 2013 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 Parties agree that this Side Letter of Agreement fully satisfies the "Me Too" clauses referenced in Article Four, Section I (D) and Article Four, Section II. The following provisions of this Side Letter of Agreement represent the mutual understanding and consent of both parties.

1. Article Two shall be amended to include that all unit employees hired prior to November 1, 2011 shall receive 2% Longevity Incentive Pay effective the first pay period after January 1, 2012.
2. Article Four, Section I (B) (1) shall be amended to reflect that unit employees shall be responsible for payment of the final 3% of the 8% PERS employee contribution rate as follows:
 - 1.5% (for a total of 6.5%) shall be paid effective January 1, 2013
 - 1.5% (for a total of 8%) shall be paid effective June 30, 2013
3. Article Four, Section II (B) shall be amended to reflect that, effective January 1, 2012, the Cafeteria Plan allowance will be increased as follows. The allowance is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum.
 - Employee only - \$595.00
 - Employee + 1 - \$1,075.00
 - Employee Family - \$1,364.00
4. Article Four, Section II (H) shall be amended to include the following clause:

Unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, unit employees that retire by January 1, 2022 with twenty-five (25) years of Culver City service shall be eligible to receive 95% of the monthly medical plan premium, for all plans except PERSCare, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s). For

EXHIBIT A

PERSCare, unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, that retire by January 1, 2022 with twenty-five (25) years of Culver City service shall be eligible to receive 70% of the monthly medical plan premium, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s).

5. This Side Letter of Agreement shall be incorporated into and made part of the parties Memorandum of Understanding for purposes of duration and contract enforcement.

This Side Letter of Agreement is executed on December ___, 2011.

FOR THE CITY:

FOR CCEA:

John M. Nachbar, City Manager

Desmond Burns, President

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WHEREAS, the Culver City Management Group (CCMG) representatives and Culver City (City) representatives have met and conferred and executed a "Master Memorandum of Understanding" for the period of July 1, 2011 through June 30, 2013 (CCMG MOU); and,

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3. Resolution No. 2011-041 is hereby rescinded.

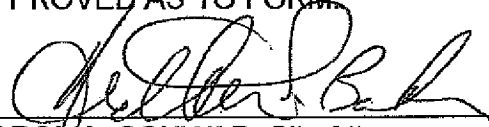
APPROVED and ADOPTED this _____ day of _____ 2011.

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

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk



CAROL A. SCHWAB, City Attorney

A11-00810

EXHIBIT A

SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY MANAGEMENT GROUP

Representatives of the City of Culver City ("City") and the Culver City Management Group ("CCMG") (collectively "Parties") have met and conferred and reached agreement on this Side Letter of Agreement to the 2011 – 2013 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 Two shall be amended to include that all unit employees hired prior to November 1, 2011 shall receive 2% Management Incentive Pay effective the first pay period after January 1, 2012.
2. Article Four, Section I (B) (1) shall be amended to reflect that unit employees shall be responsible for payment of the final 3% of the 8% PERS employee contribution rate as follows:
 - 1.5% (for a total of 6.5%) shall be paid effective January 1, 2013
 - 1.5% (for a total of 8%) shall be paid effective June 30, 2013
3. Article Four, Section II (B) shall be amended to reflect that, effective January 1, 2012, the Cafeteria Plan allowance will be increased as follows. The allowance is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum.
 - Employee only - \$595.00
 - Employee + 1 - \$1,075.00
 - Employee Family - \$1,364.00
4. Article Four, Section II (H) shall be amended to include the following clause:

Unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, unit employees that retire by January 1, 2022 with twenty-five (25) years of Culver City service shall be eligible to receive 95% of the monthly medical plan premium, for all plans except PERSCare, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s). For PERSCare, unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, that retire by January 1, 2022 with

EXHIBIT A

twenty-five (25) years of Culver City service shall be eligible to receive 70% of the monthly medical plan premium, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s).

5. This Side Letter of Agreement shall be incorporated into and made part of the parties Memorandum of Understanding for purposes of duration and contract enforcement.

This Side Letter of Agreement is executed on December __, 2011.

FOR THE CITY:

FOR CCMG:

John M. Nachbar, City Manager

Glenn Heald, President

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WHEREAS, the City Council of the City of Culver City approved and adopted an Executive Compensation Plan on June 13, 2011 that outlined the wages, hours, terms and conditions of employment for the following unrepresented classifications:

WHEREAS, the City Council of the City of Culver City wishes to amend the Executive Compensation Plan attached hereto as Exhibit A and made a part thereof.

1. The City Manager is hereby authorized to execute and implement the terms and conditions of the amended Executive Compensation Plan attached hereto as Exhibit A and made a part hereof.

1 2. The City Manager and Chief Financial Officer are hereby
2 authorized to adjust the budget and the records of employees necessary to pay the
3 salaries and costs related to the terms of the approved Executive Compensation Plan.

4 3. Resolution No. 2011-R056 is hereby rescinded.

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6 APPROVED and ADOPTED this _____ day of _____ 2011.

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10 MICHEÁL O'LEARY, MAYOR
11 City of Culver City, California

12 ATTEST:

13 APPROVED AS TO FORM:

14 _____
15 MARTIN R. COLE, City Clerk

16 _____
17 CAROL A. SCHWAB, City Attorney

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EXHIBIT A

EXECUTIVE COMPENSATION PLAN

AMENDMENT NO. 1

This Amendment to the Executive Compensation Plan (Plan) amends the following provisions and is not intended to supersede any of the other terms and conditions of employment contained within the Plan unless specifically mentioned herein.

1. Section III shall be amended to include that all unit employees hired prior to November 1, 2011 shall receive 2% Management Incentive Pay effective the first pay period after January 1, 2012.
2. Section V (B) shall be amended to reflect that unit employees shall be responsible for payment of the final 3% of the 8% PERS employee contribution rate as follows:
 - 1.5% (for a total of 6.5%) shall be paid effective January 1, 2013
 - 1.5% (for a total of 8%) shall be paid effective June 30, 2013
3. Section VI (A) shall be amended to reflect that, effective January 1, 2012, the Cafeteria Plan allowance will be increased as follows. The allowance is inclusive of the Public Employees' Medical and Hospital Care Act (PEMHCA) statutory minimum.
 - Employee only - \$595.00
 - Employee + 1 - \$1,075.00
 - Employee Family - \$1,364.00
4. Section VI (G) shall be amended to include the following clause:

Unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, unit employees that retire by January 1, 2022 with twenty-five (25) years of Culver City service shall be eligible to receive 95% of the monthly medical plan premium, for all plans except PERSCare, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s). For PERSCare, unit employees that, as of December 31, 2011, have twenty (20) or more years of CalPERS service (excluding "Air Time") or, that retire by January 1, 2022 with twenty-five (25) years of Culver City service shall be eligible to receive 70% of the monthly medical plan premium, including coverage for a spouse, registered domestic partner and/or any eligible dependent(s).

5. This Amendment shall be incorporated into and made part of the Executive Compensation Plan for purposes of duration and contract enforcement.