

MEETING DATE: October 23, 2006

AGENDA ITEM : A Resolution to Adopt a Five (5) Year Memorandum of Understanding with the Culver City Management Group for the Period of October 1, 2005 through September 30, 2010 and Rescind Resolution No 99-R090

ATTACHMENTS

1. Resolution

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3. Resolution No. 99-R090 is hereby rescinded.

APPROVED and ADOPTED this _____ day of _____ 2006.

GARY SILBIGER, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

CHRISTOPHER ARMENTA, City Clerk
A06-00665

CAROL A. SCHWAB, City Attorney

MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY
AND
CULVER CITY MANAGEMENT GROUP EMPLOYEES
(CCMG)

October 1, 2005 to September 30, 2010



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A

ARTICLE ONE

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CULVER CITY, CALIFORNIA AND CULVER CITY MANAGEMENT GROUP EMPLOYEES (CCMG)

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 Culver City Management Group Employees, hereinafter called "CCMG", representing the full-time, non-safety general management employees. This MOU is made pursuant to the California Government Code Section 3500, et seq.

II. RECOGNITION

A. FULL-TIME GENERAL MANAGEMENT EMPLOYEES

The City hereby recognizes the Culver City Management Group as the exclusive representative of the full-time, non-safety general management employee classifications of the City, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. CS-7938 as amended.

III. NONDISCRIMINATION

A. POLICY

No unit 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 political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

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B. CCMG AGREES NOT TO DISCRIMINATE

In accordance with the above policy, CCMG agrees not to discriminate against a unit 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 CCMG for any of the above enumerated reasons.

IV. DUES / INSURANCE CHECK-OFF

The City shall, on behalf of CCMG:

A. DUES DEDUCTION

1. Provide official payroll deductions for CCMG dues, and approved insurance plans, to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. Permit a unit employee to cancel a dues deduction, at any time by filing a written authorization on the appropriate City form, that such deduction be discontinued.
3. Provide assistance to CCMG by identifying newly hired unit employees in the representation unit.
4. Inform all new hires in the representation unit that CCMG is the employee organization designated as the representative of the employees in the unit.

B. INSURANCE DEDUCTION

Changes in the amount to be deducted for insurance plans may only be made during open enrollment periods.

V. INDEMNIFICATION

CCMG 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 provisions of Article One, Section IV of this MOU.

VI. RIGHTS

A. EMPLOYEE RIGHTS

1. 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.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations, subject to provisions of law.
3. No unit 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

Subject to law, 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;
7. Taking all necessary actions to carry out the City's mission in emergencies;

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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 changes;
14. Establishing, changing and/or modifying work schedules for employees after meeting and conferring over significant impacts; and
15. Performing all other functions not specifically delegated to employees elsewhere in this MOU.

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SALARIES AND COMPENSATION

I. SALARIES

A. SALARY ADJUSTMENTS - October 1, 2005 through September 30, 2006

Effective on the first day of the pay period which includes October 1, 2005, all classifications in the unit shall receive a retroactive four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on September 30, 2005.

B. SALARY ADJUSTMENTS - October 1, 2006 through September 30, 2007

Effective on the first day of the pay period which includes October 1, 2006, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on September 30, 2006.

C. SALARY ADJUSTMENTS - October 1, 2007 through September 30, 2008

Effective on the first day of the pay period which includes October 1, 2007, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on September 30, 2007.

D. SALARY ADJUSTMENTS - October 1, 2008 through September 30, 2009

Effective on the first day of the pay period which includes October 1, 2008, all classifications in the unit shall receive a four percent (4%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on September 30, 2008.

E. SALARY ADJUSTMENTS - October 1, 2009 through September 30, 2010

Effective on the first day of the pay period which includes October 1, 2009, all classifications in the unit shall receive a four percent (4%) salary

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adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on September 30, 2008.

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

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the employee.

IV. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. Plan specifications and details are determined pursuant to IRS Code Section 457 and the organizations providing the investment and savings program for such deferred compensation.
3. Plan documents and participation rules under Section 457 are maintained by and available from the Personnel Department.

B. CITY CONTRIBUTION TO DEFERRED COMPENSATION

1. The City's maximum contribution to deferred compensation shall be one hundred forty two dollars and twenty five cents (\$142.25) per pay period effective the pay period commencing June 7, 2002.
2. The maximum City contribution shall only be paid to Management employees contributing a minimum of seventy six dollars and twenty five cents (\$76.25) per pay period.

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3. The City will contribute a dollar per dollar match for Management employees that contribute less than seventy six dollars and twenty five cents (\$76.25) per pay period.
4. The deferred compensation plan is a benefit, and as such the contribution by the City on behalf of the unit employee shall not change the employee's salary classification range.
5. Unit employees may, at their option, contribute in excess of the City's matching contribution per pay period to the plan.

C. CONVERSION OF FLOATING HOLIDAY HOURS

1. The City will permit unit employees to convert the dollar value of excess accruals of floating holiday hours or vacation time, which would otherwise be paid to the employee in his/her paycheck, to prospectively defer such excess accruals to his/her deferred compensation account, or upon receiving a new bank of Floating Holiday time each October, direct the dollar value of that bank to deferred compensation.
2. The Personnel Department will assist employees in calculating and arranging such deferrals.

D. CHANGING YOUR CONTRIBUTION

1. Unit employees may reduce the amount of their bi-weekly deferred compensation contribution at any time with a minimum of two (2) weeks advance written notice on the appropriate form to the Personnel Department.
2. Unit employees may increase the amount of their bi-weekly deferred compensation contribution during quarterly open enrollment.

E. LIMITATIONS

1. 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.
2. The City retains the right to change plan administrators and investment vehicles to preserve the integrity of deposited assets,

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but will discuss proposed changes with affected employee organizations prior to making the change.

3. If more than one (1) plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

V. LONGEVITY PAY

A. PURPOSE

In recognition of continuous full-time employment, excluding unpaid breaks in service, by Management employees to the City of Culver City, the City shall provide Longevity Pay in certain on-going compensation amounts and service time as follows:

B. COMPENSATION

<u>Years of Continuous Service</u>	<u>Monthly Amount</u>	<u>Bi-weekly Amount</u>
15	\$100 per month	\$46.16 per pay period
20	\$200 per month	\$92.31 per pay period
25	\$250 per month	\$115.39 per pay period

C. EFFECTIVE DATE

Effective October 1, 2007, employees shall receive the above Longevity Pay effective the first pay period following the date of completion of the years of continuous service required.

D. LIMITATIONS

Longevity Pay shall be awarded only for the highest level of continuous service achieved as specified in the above section.

VI. ACTING PAY

A. ELIGIBILITY

1. Any unit 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 eligible for acting pay upon written approval by Department Head and the Personnel Employee Relations Director.

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2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of eighty (80) consecutive scheduled working hours, including official paid holidays, but not floating holidays.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or "A" Step of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step E of the acting classification.
2. During that period of acting service a unit employee:
 - Shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
 - Shall not be paid at the acting pay rate when off on administrative leave, emergency leave, floating holiday, or vacation time, except as further authorized in sub-section 3 below.
3. When a unit employee has worked in one (1) continuous acting assignment in excess of ninety (90) days, he/she shall receive the acting pay rate for vacation, floating holiday or other paid leaves taken on the 91st day and thereafter.
4. Unit employees receiving acting pay as set forth above:
 - Shall continue to receive the benefits associated his/her permanent position; and
 - Shall not receive the benefits associated with the acting position.

C. LIMITATIONS

1. The City strongly encourages departments not to use acting pay for long-term assignments and to fill vacancies as soon as practicable.
2. Pursuant to Administrative Policy, "domino" assignments, in which two (2) or more employees are assigned acting assignments, may not be approved.
3. Department and division heads are required to minimize "domino" assignments by filling the actual vacancy only.

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4. Department and division heads may also absorb an absent manager's functions laterally or upward in the organization thereby eliminating the need for acting pay.
5. Vacant positions created by acting assignments shall not be deemed vacancies for the purposes of this provision.

VII. SPECIAL COMPENSATION PAY

A. PURPOSE

An employee may be assigned additional duties beyond the scope of the employee's regular classification when operational conditions necessitate prioritizing these duties as an essential function of the division and/or department and the qualifications and skill level of the employee are appropriate to fulfill the duties.

1. Such additional pay shall not be considered a promotion, and may be reduced or removed without cause, notice or appeal rights.
2. No person shall receive both special compensation and acting pay as set forth in respective MOUs.
3. Special Compensation is not an assignment to a vacant, higher level position, but is an assignment of duties that are added to current classification/position duties.
4. Special Compensation is temporary in nature.
5. Special Compensation is distinct from assignment of collateral duties in that the duties for which the employee receives special compensation are of a higher or more complex nature than the employee's permanent classification.

B. ELIGIBILITY

Special compensation shall only be given when an employee is assigned higher level duties that are in excess of eighty (80) consecutive hours. Employees shall be precluded from receiving special compensation while on any type of leave of absence.

C. PROCESS

1. The City Manager may approve special pay commensurate with the additional duties, while such duties are assigned, for up to six (6)

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months. Such special pay may be an amount not to exceed 10% of the employee's regular base pay.

2. If at the end of six (6) months the department needs an extension of special compensation, the request shall be submitted to the City Manager in writing, who may then renew the special compensation for another six (6) months. By the end of the extension period the department must determine the long-term nature of the additional duties and operational needs; only one renewal period is allowed.
3. By the end of the first or second six (6) month period, the department must cease the situation leading to special compensation, request a permanent reclassification, or make other such personnel or operational changes that will absorb the additional duties. The additional duties must cease at the same time as the special compensation ceases.

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ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. EXEMPT FROM OVERTIME

1. All Management positions covered herein are considered exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
2. The Management Group understands and agrees it is the nature of Management work assignments that some incidental overtime may be periodically required to accomplish City functions.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

The city may establish work schedules for unit employees according to the Civil Service Rules. City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

1. **5/40 Work Schedule:** The 5/40 work schedule shall consist of a forty (40) hour week schedule consisting of five (5) eight (8) paid work hour days in seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.
2. **9/80 Work Schedule:** The 9/80 work schedule shall consist of an eighty (80) work hour two (2) week schedule consisting of eight (8) nine (9) hour days and one (1) eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two (2) forty (40) work hour work period segments exclusive of any meal periods as assigned by management.
3. **4/10 Work Schedule:** The 4/10 work schedule shall consist of a forty (40) work hour week schedule consisting of four (4) ten (10) paid work hour days in a seven (7) consecutive calendar day period exclusive of any meal periods.

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B. ADJUSTING WORK SCHEDULES

Management employees may adjust their work schedule as approved by their Department Head or designee.

ARTICLE FOURSUPPLEMENTAL BENEFITSI. RETIREMENTA. PERS RETIREMENT BENEFITS

The City agrees to provide retirement benefits to eligible unit employees under the California Public Employees' Retirement System (PERS) as follows:

GOVERNMENT CODE SECTION	BENEFIT
20037	For unit employees that retire on or before <u>December 31, 2006:</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; the City also coordinates with Social Security, therefore the final compensation will be reduced by \$133.33.
20042	For unit employees that retire on or after <u>January 1, 2007:</u> <u>One-Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months; the City also coordinates with Social Security, therefore the final compensation will be reduced by \$133.33.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20124	<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.
21354.4	<u>2.5% at Age 55:</u> Base retirement plan of two and one-half percent (2.5%) at age 55 for all eligible unit employees.

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21548	<u>Pre-retirement Option 2:</u> 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.
21551	<u>Death Benefit Continues:</u> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21620	<u>Retired Death Benefit of \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.

B. COST SHARING PLAN, THROUGH DECEMBER 31, 2006, FOR THE PERS 2.5% AT AGE 55 RETIREMENT BENEFIT

1. The PERS employee contribution of eight percent (8%) is established by State legislation.
2. In order to help fund the additional cost incurred by the City through the adoption of the PERS two and one-half percent (2.5%) at age 55 for all eligible unit employees:
 - Each unit employee shall continue to pay one percent (1%) of the eight percent (8%) PERS employee contribution rate through bi-weekly payroll deduction, and
 - The City shall continue to pay the remaining seven percent (7%) of the PERS employee contribution rate.
3. The eight percent (8%) PERS employee contribution rate is non-PERSable.
4. The City continues to pay all other PERS costs related to PERS benefits provided by the City.
5. The City does not warrant that this contribution is "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.
6. This cost sharing agreement between the City and CCMG, for the PERS 2.5% @ 55 retirement benefit, shall not prejudice either party regarding any current legal action taken by either party related to Employer Paid Member Contributions (EPMC).

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C. COST SHARING PLAN, ~~EFFECTIVE JANUARY 1, 2007~~, FOR PERS 2.5% AT AGE 55 AND ONE-YEAR FINAL COMPENSATION RETIREMENT BENEFITS

1. The PERS employee contribution of eight percent (8%) is established by State legislation.
2. In order to help fund the additional cost incurred by the City due to the adoption of the PERS two and one-half percent, 2.5% at Age 55 and One-year Final Compensation retirement benefits for all eligible unit employees, each unit employee shall pay two percent (2%) of the eight percent (8%) PERS employee contribution rate through a bi-weekly payroll deduction.
3. The City shall pay the remaining six percent (6%) of the PERS employee contribution rate. The eight percent (8%) PERS employee contribution rate is non-PERSable.
4. It is understood that the two percent (2%) cost paid by each unit employee represents twenty-five percent (25%) of the PERS employee contribution rate of eight percent (8%).
5. All unit employees will continue to pay two percent (2%) of the eight percent (8%) PERS employee contribution rate as long as the City provides the two and one-half percent, 2.5% at Age 55 and One-Year Final Compensation retirement benefits.
6. The City continues to pay all other PERS costs related to PERS benefits provided by the City.
7. The City does not warrant that this contribution is "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.
8. This cost sharing agreement between the City and CCMG, for the PERS 2.5% @ 55 retirement and one-year final compensation benefits, shall not prejudice either party regarding any current legal action taken by either party related to Employer Paid Member Contributions (EPMC).

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II. MEDICAL INSURANCE

A. MEDICAL INSURANCE – PERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents, and retirees and their eligible dependents with medical insurance provided through the California Public Employees Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. JOINT LABOR / MANAGEMENT HEALTH BENEFITS STUDY COMMITTEE

1. PURPOSE OF COMMITTEE AND STUDY

The City and the CCMG agree to participate in a Joint Labor/Management Health Benefit Committee which will study the feasibility of withdrawing from the PERS Health Care Plan and participating in other employee medical benefit plans.

2. MUTUAL AGREEMENT IN WRITING

The City and the CCMG must mutually agree in writing to change from CalPERS Health Care to another health care plan.

C. MEDICAL INSURANCE PREMIUMS – ACTIVE AND RETIRED EMPLOYEES – THROUGH DECEMBER 31, 2006

Effective through December 31, 2006, the City contribution for medical insurance provided through the PERS Health plan shall be set at an amount equal to Kaiser South rates (Employee/retiree, Employee/Retiree and Spouse, and Employee/retiree and Family, as applicable) plus fifty percent (50%) of the difference between Kaiser South rates and the most expensive plan rates. At all times during the term of this agreement, the City's contribution for medical insurance shall be sufficient to cover PERSCochoice rates. Unit employees and retirees selecting plans with premiums in excess of the City contribution shall be responsible for the remaining premium difference.

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D. MEDICAL INSURANCE PREMIUMS – ACTIVE AND FUTURE RETIRED EMPLOYEES - EFFECTIVE JANUARY 1, 2007

Effective with the pay period that includes January 1, 2007, the City's monthly contribution for medical insurance provided through the PERS Health plan, for active employees and employees that retire on or after January 1, 2007, 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.

E. ELIGIBILITY FOR RETIREE MEDICAL INSURANCE

All unit employees who are hired on or after January 1, 2007, or as permitted by law, shall complete a minimum of five (5) years, equivalent to a minimum of ten-thousand four hundred (10,400) hours, of paid service time with the City of Culver City to be eligible to participate in the City's retiree medical insurance plan upon their retirement from the City of Culver City.

F. ELIGIBILITY FOR RETIREE MEDICAL INSURANCE SHOULD THE CITY CEASE PARTICIPATION IN THE PERS HEALTH PLANS

Should the City cease participation in the PERS Health Plans, the City agrees to provide health insurance for retirees and eligible spouses in the following manner:

1. The City will include then-current retirees in the group coverage offered to unit employees and continue premium payment at the same levels as provided under the PERS plans.
2. After the date of conversion to a new insurance provider, future retirees will be provided medical insurance as follows:
 - a) Only those employees retiring after twenty-five (25) or more years of service, or those retiring with fifteen (15) or more years of service and who have reached their fifty-fifth (55th) birthday, shall be eligible for continued coverage under the City's plan.

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- b) The City will pay the premium for retiree, eligible spouse or registered domestic partner as defined by law, until such time as the retiree, and/or eligible spouse or registered domestic partner, reaches the age of sixty five (65), or becomes eligible for Medicare or a similar program, or has deceased. If either the retiree, eligible spouse or registered domestic partner becomes ineligible under these terms, the City contribution shall cease in regard to that individual, and participation in any City-sponsored health plan shall be terminated.
 - c) "Spouse" shall include a person joined by marriage after the date of the employee's retirement.
- 3. Retired unit employees may be eligible for continuation in the group plan under Federal law. In the event the retiree is not eligible as described above, he/she may be responsible for the premium for voluntary continuation. Employees/retirees should consult with the Personnel Department for more information.
 - 4. Retiree medical insurance is not intended to apply to any unit employee whose employment is terminated for any reason other than to retire for service or disability retirement as of the effective date of his/her termination.
 - 5. Coverage for a spouse or registered domestic partner of a unit employee who dies prior to retirement shall be dependent upon the spouse's election under Optional Settlement 2 Death Benefits. If the unit employee was eligible to retire, and the spouse or registered domestic partner elects a monthly beneficiary payment equivalent to what the unit employee would have received, he/she may be eligible for retirement medical insurance if the unit employee would otherwise have qualified under this section.

III. 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.

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A. EMPLOYEE SPOUSES / DEPENDENTS NOT ELIGIBLE FOR OPT OUT

1. For medical, dental and 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.
2. A unit employee who is covered as the dependent of a City employee in the City plan is not eligible for "opt-out" compensation
3. Unit employees may not both insure each other or the same dependents.
4. Electing to be covered as the dependent of a City employee in the City plan is not "opting-out," as the City would continue to pay the premium for the employee as a dependent.

B. PROOF OF COVERAGE / WAIVE CITY LIABILITY

Unit employees electing to cancel 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.

C. OPT-OUT CASH VALUE (NON PERSABLE)

1. Unit employee's electing to opt out will receive the cash value of the single party rate applicable to the plan he/she was enrolled in immediately prior to "opting-out," which will be added to the first paycheck of the month and is non-PERSable compensation.
2. If, for any reason, PERS determines that unit employees may not "opt out", this program becomes null and void.

D. 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 (proof of loss of coverage by the non-City plan). Coverage will commence per the plan document.

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2. A qualifying event shall be defined as set forth in the PERS medical plan, a copy of which is available to unit employees in the Personnel Department.

IV. DENTAL INSURANCE

The City will pay the full monthly premium for dental insurance for unit employees and eligible dependents.

V. VISION CARE INSURANCE

The City will pay the full monthly premium for vision care insurance for employees and eligible dependents.

VI. LIFE INSURANCE

The City will pay the full monthly premium for unit employees for Term Life Insurance Group Coverage of \$50,000, and Accidental Death and Dismemberment (AD&D) Insurance.

VII. 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 CCMG 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 CCMG.

VIII. IRS SECTION 125 FLEXIBLE SPENDING ACCOUNT

A. PURPOSE

1. The City provides unit employees with a flexible spending account for medical expenses and dependent care, as well as access to voluntary insurance programs, pursuant to Section 125 of the Internal Revenue Service Code (Section 125), as amended.

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2. Pursuant to Section 125 unit employees may contribute pre-tax earnings into these accounts.
3. The medical expense contribution may be used to pay excess insurance premiums, or for reimbursement of medical expenses such as deductibles, co-pays and expenses in excess of what insurance covers.

B. MAXIMUM ANNUAL SECTION 125 CONTRIBUTION FOR MEDICAL EXPENSE REIMBURSEMENT

1. The maximum annual amount an employee may contribute for future medical expense reimbursement is five thousand dollars (\$5,000) pursuant to Section 125, as amended.
2. The pre-tax funds can be withdrawn to reimburse actual medical care expenses as they are incurred, not to exceed the maximum annual contribution.

C. MAXIMUM ANNUAL SECTION 125 CONTRIBUTION FOR DEPENDENT CARE REIMBURSEMENT

1. The maximum annual amount an employee may contribute for dependent care reimbursement is five thousand dollars (\$5,000) pursuant to Section 125, as amended.
2. The pre-tax funds can be withdrawn to reimburse actual dependent care expenses as they are incurred, not to exceed the maximum annual contribution.

D. LIMITATIONS

1. 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.
2. Pursuant to Section 125, receipts for eligible reimbursable expenses incurred in the previous calendar year, January 1st through December 31st, which are submitted after March 31st in the following calendar year shall be forfeited.
3. There are other limitations and restrictions as set forth by the IRS.

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4. Unit employees should contact the Personnel Department for a complete plan description, or for the phone number of the City's Section 125 Plan Administrator.

IX. PHYSICAL WELL-BEING

A. PURPOSE

The parties agree that the physical well-being of an employee is a mutual benefit to the City and the employee.

B. REIMBURSEMENT

1. Certain Management employees, as conditions of their employment, are provided annual physical examinations at the City's expense.
2. The City agrees to make available to each unit employee, by means of reimbursement once each fiscal year, the following amounts (non-PERSable):

Fiscal Year (July 1 st – June 30 th)	Maximum Amount
2005 – 2006	\$400
2006 – 2007	\$400
2007 – 2008	\$450
2008 – 2009	\$500
2009 – 2010	\$500

3. The Physical Well-being benefit shall be used for one (1) or more of the following purposes:
 - Medical examination by the health provider of the employee's choice.
 - Membership in a health club or fitness center.
 - Other formal wellness programs provided by professionals (smoking cessation, weight control, nutrition, or similar programs).
 - Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental or vision insurance.
4. Reimbursement to the unit employee for his/her expenditure for one (1) or more of the above purposes shall be accomplished by submitting eligible receipts once-a-year and a request for reimbursement (Requisition) through the department head to the Accounting Division.

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D. FUNDING / CARRY-OVER

1. Funding for this program will be carried in each department budget in an amount sufficient to cover the number of eligible Management employees within the department.
2. Unused funds may be carried over from one (1) fiscal year to the next fiscal year only as set forth in the following table:

Fiscal Year (July 1st – June 30 th)	Benefit Amount	Maximum Amount (Prior fiscal year carry-over plus current fiscal year benefit amount)
2005 – 2006	\$400	\$ 800 (\$400 + \$400)
2006 – 2007	\$400	\$ 800 (\$400 + \$400)
2007 – 2008	\$450	\$ 850 (\$400 + \$450)
2008 – 2009	\$500	\$ 950 (\$450 + \$500)
2009 – 2010	\$500	\$1,000 (\$500 + \$500)

3. Each eligible unit employee and his/her department are responsible for maintaining the records necessary to implement a carry-over.

X. UNIFORMS

1. Non-safety management employees engaged in supervision of maintenance functions shall be provided vendor-supplied uniforms or coveralls consistent with those supplied to their subordinates.
2. The value of uniform allowances or provisions shall be reported to PERS as compensation as required by law.

XI. SAFETY EQUIPMENT

The City will furnish and replace, as needed, all items of safety equipment which the department head, subject to the approval of the City Manager, deems necessary for an employee to perform safely the duties required of the employee's classification.

XII. MILEAGE REIMBURSEMENT

The City agrees to provide mileage reimbursement to unit employees who use their personal vehicles for City business, pursuant to Council Policy. The reimbursement rate shall be the applicable IRS allowance rate.

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XIII. MANAGEMENT CAR POOL

City agrees to provide a Car Pool in addition to the assigned City fleet. Management employees may use the cars as needed to accomplish business travel to meetings, training or related purposes. In the alternative, Management employees required to drive personal vehicles may be reimbursed at the City's current mileage rate.

XIV. 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 or pursuant to subsequent amendments.

XV. JOB-RELATED TRAINING

1. The City will support job-related training, education and certification to enhance the unit employees' ability to perform his/her job, and will encourage unit employees to seek those opportunities.
2. Respective departments will budget funds for training and education courses which may include certification costs.
3. Commercial Driver's licenses are the personal and financial responsibility of the individual operator as a condition of employment.
4. The City may provide time and/or training to assist unit employees in obtaining a commercial license if their job duties change and such license becomes a requirement.

XVI. ON-DUTY DEATH/FUNERAL BENEFIT

1. In recognition of services rendered, should any unit employee covered by this MOU die in the line of duty, the City will provide the family of the employee a funeral benefit of seven thousand five-hundred dollars (\$7,500).
2. This benefit shall be payable over and above any benefits payable through PERS or Labor Code provisions.
3. Payment to the family shall be made as soon as possible, but in no event later than fifteen (15) working days following the death.

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LEAVES OF ABSENCE

I. POLICY

It shall be the policy of the City to grant leaves of absence to permanent and probationary unit employees for the purpose of rest and relaxation, and for recuperation from illness, based on each unit employee's total length of service with the City. Unit 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 vacation and sick leave when on authorized leave with pay of any kind.

B. USE OF LEAVE

1. Leave shall be taken in multiples of one half (1/2) hour.
2. Unit employees can take up to the total amount of accumulated leave credit accruals.
3. Charges against floating holidays, vacation or sick leave credit accruals shall be made for only regularly scheduled work day hours.
4. No charge to accumulated accrual balances (i.e., floating holidays, vacation, sick leave) shall be made when an official holiday occurs during an authorized period of paid leave.

C. ADVANCE OF VACATION OR SICK LEAVE

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

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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 Department Head 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 unit 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 request, in the absence of extenuating conditions, shall be grounds for disciplinary action.

III. OFFICIAL PAID CITY HOLIDAYS

A. OFFICIAL PAID CITY HOLIDAYS

1. Official Paid City Holidays for unit employees shall be considered eight (8) hours leave with pay.
2. Official City Paid Holidays for unit employees shall be as follows:
 - New Year's Day (The first day of January)
 - Martin Luther King Day (Third Monday in January)
 - Memorial Day (Last Monday in May)
 - Independence Day (The fourth day of July)
 - Labor Day (First Monday in September)
 - Thanksgiving Day (Fourth Thursday in November)
 - Friday After Thanksgiving Day
 - Christmas Day (Twenty-fifth day of December)
2. Any one-time special day designated by the President of the United States or the Governor of California requiring the City offices to close in recognition of a public feast, thanksgiving or holiday.
3. Any day authorized by the City Manager.
4. When an Official Holiday falls on a Saturday, the Friday immediately preceding the Saturday shall be deemed to be the day of the Official Paid City Holiday.

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5. When an Official Holiday falls on a Sunday, the Monday immediately following the Sunday shall be deemed to be day of the Official Paid City Holiday.

IV. FLOATING HOLIDAY LEAVE TIME

Unit employees shall also be eligible to receive forty (40) hours of paid Floating Holiday leave time each October.

A. ELIGIBILITY FOR FLOATING HOLIDAY LEAVE

- 1 Unit employees on the payroll as of October 1 each calendar year, shall receive a bank of forty (40) floating holiday hours which may be utilized immediately on or after October 1 of each calendar year, and will appear on the paycheck which includes the first full pay period in October.
- 2 Unit employees hired after October 1st of the calendar year shall receive pro-rated floating holiday leave time in proportion to the time remaining within the respective calendar year calculated from the first day of the month following the date of hire and September 30th of the following calendar year. Each full month is equal to 3.33 hours of floating holiday leave time based on a forty (40) hour annual accrual.
- 3 Unit employees appointed to classifications covered by this MOU after October 1st of the calendar year shall receive Floating Holiday leave upon appointment, prorated on the basis of the number of months remaining in the twelve-month period (e.g., one half year equals one-half credit) rounded to the nearest whole hour.

B. PAYOFF OF UNUSED FLOATING HOLIDAY LEAVE TIME

1. Floating Holiday hours unused as of September 30th of the calendar year shall be paid to eligible unit employees, at their base hourly rate which is/was in effect on October 1st of the calendar year, on the paycheck which includes October 1 of the calendar year.
2. Floating Holiday payoff, at the unit employee's discretion, may be:
 - Deposited into the unit employee's deferred compensation account by prior written notice through the Personnel Department, or
 - Donated to the City's Catastrophic Leave Bank.

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C. PAYOFF OF UNUSED FLOATING HOLIDAY LEAVE TIME UPON TERMINATION/SEPARATION

Unused floating holiday leave time shall be paid to eligible unit employees at their base hourly rate upon termination / separation.

V. OFFICIAL HOLIDAYS OCCURRING ON A SCHEDULED DAY OFF

A. PAYMENT OR CARRY-OVER WITHIN THE CURRENT FISCAL YEAR

Official Holidays occurring on a unit employee's regularly scheduled day off may, at the unit employee's discretion, be:

- Paid to the unit employee in the same pay period; or
- Carried-over for use on another day no later than June 30th of the *same fiscal year*.

B. LIMITATIONS

1. Official Holidays carried over have no cash value, and therefore, cannot be cashed out at a later date.
2. Unit employees must use official holiday time carried-over no later than June 30th of the same fiscal year or forfeit it effective July 1st of the next fiscal year ("use it by June 30th or lose it").

VI. 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 accrual rate (i.e., annual accrual rate divided by 26).

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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 in detail the number of working-hours per year to which a full-time 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 FOR FULL TIME UNIT EMPLOYEES			
1 st thru 4 th Year	5 th thru 14 th Year	15 th thru 20 th Year	21 st Year and thereafter
80 hours	120 hours	160 hours	8 hours per year for each year of service

D. ACCUMULATION OF VACATION LEAVE

1. Vacation time may be accumulated by unit employees to a maximum of twice the annual accrual 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.

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

Vacation time which accumulates in excess of the maximum allowed each employee, shall be paid (non-PERSable) on the next regular bi-weekly paycheck, thereby bringing the employee's vacation balance to no more than the maximum allowable.

F. LIMITATIONS

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

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.

VII. SABBATICAL LEAVE

A. PURPOSE

The purpose of Sabbatical Leave is to provide unit employees with the opportunity to participate in programs including but not limited to:

- Internships in conjunction with advanced degree programs;
- On-loan executive programs;
- Travel/study programs related to the employee's City responsibilities;
- Directed research pursuant to a pre-approved outline and submission of a report on a subject of benefit to the City/City employees; and/or,
- Professional development or certification programs.

B. ELIGIBILITY FOR SABBATICAL LEAVE

The City will provide a paid sabbatical leave of absence for unit employees under the following conditions:

- Unit employees must have ten (10) or more years of service with Culver City.

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- Sabbatical Leave may be granted only once within a five (5) year period, beginning with year eleven (11), and as of the fifth anniversary thereafter (year 16, year 21, etc.).
- Sabbatical Leave time:
 - Does not accrue,
 - Is not eligible for conversion to cash value, and
 - If not taken within an eligible five (5) year period is no longer available.

C. TUITION / TRAINING EXPENSES

The City may provide tuition reimbursement or training expenses for eligible programs, pursuant to Administrative Policy II-08, as amended.

D. REQUEST FOR APPROVAL OF SABBATICAL LEAVE

1. A request for sabbatical leave must be submitted through the appointing authority to the City Manager, who has sole discretion in granting the leave request.
2. Approval of a sabbatical leave will be based upon:
 - Submission of an outline of the proposed activity to be undertaken and completed during the leave period, including the purpose of the chosen activity and identification of the benefit to the City; and,
 - The ability of the City to continue the employee's job functions in his/her absence, with approval of the employee's appointing authority.
 - If Sabbatical Leave is approved each participant will be required to submit a report through his/her appointing authority to the City Manager detailing or summarizing, as appropriate, the program or activities attended and the value gained, and will be required to share his/her experience as training for other City employees within sixty (60) days after his/her return to active duty.

E. LENGTH OF SABBATICAL LEAVE

1. A Sabbatical Leave of absence with pay may be authorized for up to three (3) weeks, or one-hundred-twenty (120) hours.
2. A unit employee may request to take additional leave, using his/her own accrued leaves, depending on the ability of the City to permit additional absence from the City.

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3. To minimize disruption of City services, only one (1) Management employee at a time may be on leave from a single department.

F. LIMITATIONS

If a unit employee voluntarily leaves City employment within six (6) months after taking a paid sabbatical, he/she shall repay the City for all salary and benefits paid during the leave.

VIII. SICK LEAVE

A. ELIGIBILITY FOR SICK LEAVE

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

B. ACCRUAL OF SICK LEAVE

1. Each full-time unit employee shall accrue sick leave each bi-weekly pay period pro-rated on an annual basis and shall be credited as follows:

Sick Leave Accrual Rate		
Bi-weekly accrual rate	Monthly Accrual rate	Annual accrual rate
3.693 hours (96 hrs / 26 pay periods)	8 hours	96 hours

C. PURPOSE, PROCEDURE, USE AND VERIFICATION OF SICK LEAVE

1. Sick leave is intended for the illness or injury of a unit employee as follows. With proper verification, sick leave may be allowed for:
 - Personal illness or injury of the employee;
 - Authorized emergency leave;
 - Serious illness or injury of the employee's spouse, State 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.
2. Sick leave may be taken in increments of one (1) hour or more.

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3. Vacation time may not be used for disapproved sick leave.
4. The responsibility for proving the validity of a request for sick leave shall be upon the unit employee.
5. 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 Department.
6. At the end of the second day of sick leave, Management or designee may request verification to be made by a qualified person.
7. For absences of over two (2) days, a medical certificate from a qualified physician, chiropractor or practitioner may be required.
8. Upon return to duty, the unit employee shall present evidence of the necessity of sick leave, if so requested by Management or designee.

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%
3.693 hours	384 hours	1.85 hrs X hourly rate (1/2 [50%] of bi-weekly accrual rate of 3.693 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.			

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2. 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.
3. 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.
4. As an alternative to Tier 1 Sick Leave payoff, eligible employees 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 ; or
 - Unit employees who accumulate and maintain a minimum credit of 384 hours of unused sick leave may elect, once annually, to have a lump sum of ninety-six (96) hours of accrued sick leave paid to him/her. In order to qualify for this benefit, this time would need to be otherwise payable to the employee upon separation from employment.
5. 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 portion 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%
3.693 hours	720 hours	2.7 hrs X hourly rate (3/4 [75%] of bi-weekly accrual rate of 3.693 hours)	.92 hours

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

With retirement or favorable resignation after 10 years (120 months) or more of City service, all accumulated sick leave accruals shall be paid off at the unit employee's base hourly rate.

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 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.

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

1. 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 maximum duration of thirty-six (36) months.
1. 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.
3. Such distributions are not reportable to PERS as compensation and will not affect PERS retirement benefits.

X. INJURY ON DUTY LEAVE (IOD)

A. UP TO SIX (6) MONTHS MAXIMUM SALARY CONTINUANCE

1. If injured-on-duty (IOD) and the claim is determined to be compensable, a unit employee may be eligible for salary continuance. Salary continuance is to be paid during the period for which temporary disability is required pursuant to Workers' Compensation Laws of the State of California, an amount which, when added to such temporary disability benefits and earnings from

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other employment, will equal the unit employee's normal base salary for the period.

2. Such salary continuance payments shall be subject to normal tax deductions and other mandatory or voluntary deductions, but without deduction from sick leave or vacation leave accruals, and shall be provided for a period not to exceed six (6) calendar months from the date of the injury.
3. In no case shall such compensation be paid for a period of time in excess of the unit employee's continuous service immediately prior to such injury.

B. EXTENSION OF LEAVE AND SALARY CONTINUANCE

If a unit employee's temporary disability exceeds the six (6) calendar months of salary continuance set forth above, the City may extend this salary continuance for up to an additional six (6) months if the unit employee is not otherwise eligible for retirement, vocational rehabilitation, light or modified duty or disability transfer and with the approval of the City Manager.

C. EXHAUSTION OF SALARY CONTINUANCE

1. If the unit employee exhausts such salary continuance as set forth above, or is denied extension of salary continuance, he/she may elect to utilize accumulated sick leave or vacation leave accruals which, when added to temporary disability payments and earnings from other employment, will equal his/her normal base salary, subject to normal deductions.
2. When a unit employee's temporary disability payments stop, and he/she is still unable to return to work, he/she may elect to utilize accumulated sick leave or vacation leave accruals equal to his/her normal base salary, subject to normal deductions.

D. CITY INITIATED DISABILITY RETIREMENT

If, at any time during a temporary disability absence, the City receives medical information which indicates that the employee will not be able to return to performance of the duties of his/her position, the City may initiate disability retirement procedures even if there is unexpended leave available to the employee.

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E. LIMITATIONS

A unit employee who is absent, as a result of compensable injury in the course of employment, for a period of time less than three days, shall have such leave deducted from sick leave credit unless temporary disability payments are required to be paid pursuant to Workers' Compensation Laws of the State of California.

XI. ADMINISTRATIVE LEAVE

The City policy on administrative leave provides for the granting of administrative leave under certain circumstances. Further details are as set forth in the Administrative Leave Policy II-02, as amended.

XII. MISCELLANEOUS LEAVES WITH PAY

A. BEREAVEMENT LEAVE

1. Any unit employee who is compelled to be absent from duty because of a death in the immediate family shall be allowed time necessary to be absent from work at their base hourly rate of pay for the equivalent of the employee's regular workweek, but not more than forty (40) working hours per incident, without charge to accrued sick leave, vacation, or floating holiday time.
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. If additional leave time is required, the employee may request sick leave, vacation or floating holiday time.
4. Should the list of immediate family members be increased in any other Culver City bargaining unit MOU, the additional provisions shall apply to this unit.

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5. 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.).
6. 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 Personnel 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 the Department Head 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 unit employee may have such leave charged to his/her sick leave, service award leave or vacation leave accounts.
2. Emergency leave shall automatically be deducted from sick leave unless the unit employee requests it to be deducted from another leave as set forth in B.1 above.
3. All emergency leaves of absence shall be limited to twenty-four (24) working hours within any calendar year taken in increments of at least one-half (1/2) hour.
4. Verification of all emergency leaves may be required by the Department Head or designee.

C. JURY DUTY

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. 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.

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4. 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.
- 5a. Unit employees who are compelled by the Court to serve longer than ten (10) days on a jury may submit a request to their Department Head to approve additional jury leave.
 - b. If the request is approved, the City shall provide pay for one-half (1/2) of the hours spent on jury duty in excess of the original ten (10) days up to an additional ten (10) half days of the unit employees regularly scheduled workday hours.
 - c. The unit employee may use accrued vacation, administrative leave (if any), or floating holiday time for the remainder of the half regularly scheduled workday hours.
6. The unit employee shall be responsible for providing proof of jury service upon his/her return to work.
7. Specific procedures for jury duty leave with pay, consistent with this provision, shall be established in City Administrative Policy, as amended.

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
 - Management authorized the absence.
2. Time taken shall be charged to the unit employee's accumulated vacation, administrative leave (if any) or floating holiday 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.

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G. VOTING LEAVE

1. Unit employees shall be permitted leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit 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. Unit 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.

H. SCHOOL ACTIVITY LEAVE

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity 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.
4. Unit employees must give reasonable advance notice to the employer 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.
5. Leave properly requested in advance shall not be denied.
6. Unit employees may take accrued leave with pay, vacation, administrative leave (if any) or floating holiday time, for School Activity Leave purposes.

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XIII. 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 Personnel Department.
3. Unit employees and department management must contact Personnel 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 by 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;
 - or
 - The employee's own serious health condition.
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.
2. Leave may be taken as days off, or intermittent or modified work schedules.

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ARTICLE FIVE

3. The unit employee is guaranteed a return to his/her position at the end of approved leave.
4. 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 Personnel 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.

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XIV. 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.

XV. MAINTENANCE OF BENEFITS WHILE ON LEAVE

1. Unit employees must be paid a minimum of thirty-five percent (35%) of their regularly scheduled bi-weekly working hours to be eligible to receive City provided benefits including vacation and sick leave accruals.

Example: A unit employee who regularly works eighty (80) hours each bi-weekly pay period, must be paid a minimum of twenty eight (28) hours (35% of 80 = 28) of his/her accruals when out on leave to be eligible for City provided benefits including vacation and sick leave accruals.

2. Unit employees who are not paid the minimum number of hours required: Shall be responsible for the payment of their insurance benefits, and Shall not be eligible for vacation and sick leave accruals.

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

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 Personnel and Employee Relations Director.

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XVII. PAYOFF OF ACCRUALS UPON CHANGE OF BARGAINING UNIT

1. When a unit employee covered by the terms of this MOU is promoted or otherwise becomes a member of another bargaining unit under a different MOU, he/she shall be paid off at his/her CCMG base hourly rate for any accrued leave benefit unique to this bargaining unit (i.e., floating holiday) and shall cease participation in any special pay or other benefit plan of the CCMG unit.
2. Vacation and sick leave accumulations shall carry over.
3. Thereafter, the employee shall immediately be eligible to accrue such benefits as provided by their new bargaining unit MOU.

XVIII. LEAVES OF ABSENCE WITHOUT PAY

A. VOLUNTARY LEAVE WITHOUT PAY

1. Any unit employee is entitled to present to Management a request for a 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 Management 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.

B. CITY INITIATED LEAVE WITHOUT PAY

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.

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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 a unit 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. A unit employee on unpaid leave of absence, except when on protected leave, 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 the Department Head 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 the Department Head and 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
- conduct is not consistent with the approved leave of absence without pay; or
- the basis of the leave is no longer valid.

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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.

XIX. 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 Management to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the third shift of absence.
2. The unit employee shall be notified by Management that the City considers him/her to be absent without leave, and that, under this section, a separation (resignation) will be processed.

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3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in 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 Management prior to the end of the notification period.

ARTICLE SIX

WORKING CONDITIONS

I. SENIORITY

A. SENIORITY LISTS

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 and leave schedules where the City is able to offer employees a choice.

B. SENIORITY WITHIN CURRENT CLASSIFICATION

Seniority, as used herein, is determined by the length of service a unit employee has in the position of the current appointment and is only applicable for the purpose set forth in A above.

II. CLASSIFIED EMPLOYEE GRIEVANCE

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

III. DISCIPLINE

A. DISCIPLINE OF CLASSIFIED UNIT EMPLOYEES

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

B. DISCIPLINE OF UNCLASSIFIED UNIT EMPLOYEES

1. Unclassified (at-will) employees may be subject to discipline under those same policies, but do not have a right of appeal to the Civil Service Commission.
2. Unclassified (at-will) employees shall receive disciplinary process as set forth in Administrative Policy II-16, as amended.

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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.
3. 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. DRUG-FREE WORKPLACE AND DRUGS AND ALCOHOL IN THE WORKPLACE

1. CCMG and the City agree that City Council Policy No. 4004, as amended, regarding drugs and alcohol in the workplace is incorporated herein by this reference.
2. Testing procedures agreed to and in effect prior to the adoption of this MOU continue in full force and effect.

VI. LEGAL DEFENSE

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

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ARTICLE SEVEN

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective October 1, 2005 and together with all the terms, conditions and effects thereof, shall expire as of midnight on September 30, 2010.

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 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 Management Group 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 CCMG 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 POLICY

1. Reference is made in this MOU to certain Civil Service Rules. Nothing in this MOU shall preclude the City from amending the Civil Service Rules as provided therein.
2. Unit employees appointed to a position in the Classified Service are subject to the provisions of the Civil Service Rules.

ARTICLE SEVEN

3. Unit employees appointed to exempt or Unclassified positions are not subject to the protections afforded Classified employees in regard to regular or "permanent" status, seniority, layoff rights, or appeals of discipline or grievances to the Civil Service Commission.
4. Other basic employment policies in Civil Service Rules may apply to exempt or Unclassified employees, subject to the determination of the City Manager or City Council.
5. The parties agree that all conditions of employment provided for by the City's Civil Service Rules, Ordinances, Resolutions or Policy Statements in effect prior to the date of this M.O.U. - which are not amended or repealed by the provisions of this M.O.U. remain in force and effect during the term of this M.O.U., and which are in conflict with the terms of this M.O.U. shall be considered to have been superseded by this M.O.U.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT

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. 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. SALARY SURVEY

1. It is understood that the City conducts salary surveys which may result in upward salary adjustments for certain unit employees.
2. The City agrees to meet and review these adjustments with the CCMG prior to implementation.
3. Nothing shall prevent the implementation of higher salary adjustments after the City has met and reviewed said adjustment with CCMG.

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4. It is further understood that CCMG does not waive the right to meet and confer with the City over other salary adjustments.

C. CITY-CCMG DISCUSSION ITEMS

1. Agency Shop

CCMG reserves the right to meet and confer with the City during the term of this MOU regarding the feasibility of adopting an Agency Shop provision, as permitted by law.

2. Executive Management Classifications

During the term of this MOU, the CCMG reserves the right to discuss with the City the feasibility of modifying the unit regarding Executive Management classes as set forth in this MOU pursuant to the City's Employer-Employee Relations Resolution in the NO. CS-7938 as amended.

D. 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.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and the Culver City Management Group 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 Management Group 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 Management Group.

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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 Management Group, and entered into this _____ day of _____.

ARTICLE SEVEN

PARTIES TO THE AGREEMENT

CULVER CITY MANAGEMENT GROUP

CITY OF CULVER CITY, CALIFORNIA

Richard Levine, Chief Negotiator
Attorney at Law

John F. Hoffman, Chief Negotiator
Personnel & Employee Relations Consultant

Jane Leonard
Culver City Management Group

Marlee Chang
City Controller

Margarita Lee
Culver City Management Group

Serena Wright
Personnel & Employee Relations Director

Linda Coll
Personnel Services Analyst

In witness whereof, the parties hereto have caused this agreement to be executed this
_____ day of _____.

CULVER CITY MANAGEMENT GROUP

CITY OF CULVER CITY, CA

Jane Leonard, President

Jerry Fulwood, City Manager

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