

MEETING DATE: 11/14/11

AGENDA ITEM: Adoption of a Resolution Approving A Four Year
Memorandum of Understanding with the Culver City Police
Management Group for the Period of January 1, 2012
through December 31, 2015

ATTACHMENTS

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RESOLUTION NO. 2011-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE CULVER CITY POLICE MANAGEMENT GROUP AND RESCINDING RESOLUTION NO. 2007-R042.

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

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

1. The Master Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, is hereby approved for the period January 1, 2012, through December 31, 2015.

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

APPROVED and ADOPTED this ____ day of _____ 2011.

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

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk



CAROL A. SCHWAB, City Attorney

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CULVER CITY, CALIFORNIA
AND
THE CULVER CITY POLICE MANAGEMENT GROUP

ARTICLE ONE
EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU", is made by and between the City of Culver City, California, hereinafter called the "City" and the Culver City Police Management Group ("PMG"), representing the City's sworn police management employee classifications of Chief of Police, Police Captain/Assistant Chief of Police, Police Captain, and Police Lieutenant, hereinafter called the "Unit Employees." This MOU is made pursuant to the California Government Code Section 3500 et seq.

II. RECOGNITION

The City hereby recognizes the Culver City Police Management Group as the exclusive representative of Chief of Police, Assistant Chief of Police, Police Captain, and Police Lieutenant, hereinafter called the "Unit Employees."

III. BARGAINING UNIT CHANGES

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

IV. 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 unit employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of the exercise of his or her rights under this MOU or because of political opinions or affiliations, race, religious belief, age, sex, gender orientation, physical or mental disability, color, national origin, ancestry, medical condition, marital status and sexual orientation.

B. GROUP AGREES NOT TO DISCRIMINATE

In accordance with the above policy, the Police Management Group 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 the Police Management Group for any of the above enumerated reasons.

V. DUES DEDUCTIONS

A. DUES / INSURANCE CHECK OFF

1. During the term of this MOU and upon compliance with such rules and regulations as the City may establish, the Police Management Group dues and insurance plan fees (uniform in dollar amount for all unit employees) shall be deducted by the City bi-weekly from the salary of each unit employee who has filed a written authorization on the appropriate City form that such deduction be made.
2. A fee of ten (\$0.10) cents for the processing of each deduction taken will be assessed by the City and deducted bi-weekly. The aggregate amount of such deductions, less the aggregate amount of

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the charges assessed, shall be remitted to the Police Management Group.

3. A unit employee may cancel a deduction at any time by filing a written authorization, on the appropriate City form, that such deduction be discontinued.
4. Changes in the amount to be deducted for dues/insurance plans may only be made twice a year, during the first payroll period beginning in January and the first payroll period beginning in July.

B. INDEMNIFICATION

The Police Management Group agrees to indemnify and hold harmless the City against all claims, including costs of suit and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of Article One, Section V 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.
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

The City reserves the right 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, 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;
8. Exercising control and discretion over the City's organization and the technology of performing its works;
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;

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13. Establishing and modifying employee staffing levels including any impacts resulting from changes to staffing levels;
14. Establishing, changing and/or modifying work schedules for employees; and
15. Performing all other functions not specifically delegated to employees elsewhere in this MOU.

C. IMPACT OF MANAGEMENT RIGHTS

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

VII. PAID TIME OFF FOR POLICE MANAGEMENT GROUP REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with pay is authorized for representatives of the Police Management Group to attend conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Police Chief and may be denied if approval impacts police operational coverage.
3. Police Management Group business shall not be conducted by on-duty employees unless approved by the Police Chief.

ARTICLE II

SALARIES AND COMPENSATION

I. SALARIES

A. SALARY INITIATIVE

1. The parties agree that salary adjustments for unit employees covered herein shall be as provided for by the Police and Fire Initiative Ordinance.

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

- C. DEFINITIONS.** The words and terms defined in this section shall have the following meanings in this ordinance:

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

D. SALARIES

1. The salary steps for the classification of Police Officer in the Police Department of the City of Culver City shall be set at an amount not

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less than the average of Base Monthly Salaries for comparable steps in classifications in the Police Department of the City of Los Angeles and the Sheriff's Department of the County of Los Angeles.

2. The salary steps for the classification of Fire Fighter in the Fire Department of the City of Culver City shall be set at an amount not less than the average of Base Monthly Salaries for comparable steps in classifications in the Fire Department of the City of Los Angeles and the Fire Department of the County of Los Angeles.
3. The base monthly salary for all other classifications in the Police Department shall be set at an amount not less than the percentages listed below:

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

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

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

5. Notwithstanding subsections 3a. through 3d. of the Salary Initiative Ordinance, each salary step for Culver City Police Officers and Fire Fighters shall be set at the Salary Rate nearest the amount described in subsections 3a. through 3d.
6. Whenever Base Monthly Salaries for Police Officers or Fire Fighters are approved for adjustment by the elected governing body of the City of Los Angeles or the County of Los Angeles, or both, the City Council of the City of Culver City within thirty days shall adjust salaries of Culver City Police Officers or Fire Fighters, or both, in accordance with this ordinance. Said salary adjustments shall be effective the first pay period following the effective date in the City of Los Angeles or the County of Los Angeles including any retroactive adjustment of the Base Monthly Salary.

E. APPLICABLE LAWS

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

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

F. SALARY CALCULATIONS

1. Effective July 1, 2005, delete the language in the previous PMG MOU describing the salary calculations.
2. The following language shall continue as set forth in the MOU's between the City and the PMG.
3. Continue the intent of the Police Salary Initiative Ordinance to set Police Officer's salaries at an amount not less than the average of the base monthly salaries of LA City Police Officers and LA County Deputy Sheriff.
4. Only the City Council has the right and the final authority to pay salaries above the average of LA City and LA County if they so desire.
5. Therefore, if the salaries of the Culver City Police Officer are higher than the average of L.A. City Police Officers and L.A. County Sheriffs, no salary adjustments are required until such time that the Culver City Police Officer salaries fall below the average of L.A. City Police Officers and L.A. County Sheriffs.

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6. Then, the salary of the Culver City Police Officers would be raised to the average of the L.A. City Police Officers and L.A. County Sheriffs.
7. In accordance with the Salary Initiative Ordinance, should the Culver City Police Officers salaries fall below the average of LA City Police Officers and LA County Sheriffs, the City Council shall adjust Culver City Police Officers salaries within thirty (30) days of the increase from either agency.

G. CLARIFICATION OF PROCESS

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

II. SPECIAL ASSIGNMENT PAY – POLICE LIEUTENANTS

A. COMPENSATION

All Police Lieutenant unit employees who meet the minimum requirements to possess a Management POST Certificate, as approved by the Police Chief, shall receive additional compensation "Special Assignment Pay" of four percent (4%) above their base hourly rate of pay inclusive of POST pay.

B. QUALIFICATIONS

Police Lieutenant unit employees that do not currently possess the minimum qualifications necessary to possess a Management POST Certificate will be eligible for the "Special Assignment Pay" upon qualification of a Management POST Certificate, to become effective the date the Police Chief approves that the unit employee meets the minimum qualifications to possess a Management POST Certificate.

C. PURPOSE

The purpose of the Special Assignment Pay is to:

1. Recognize and compensate Police Lieutenant unit employees for the diverse special assignments they supervise or perform during their tenure as a Police Lieutenant with Culver City; and
2. Encourage all Police Lieutenant unit employees that do not possess a Management POST Certificate to achieve the job-related Management Certificate.

III. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE

A. EQUIVALENCY

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.

IV. FREQUENCY OF PAYCHECK ISSUANCE

A. PAYCHECK ISSUANCE

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

B. MAIL UPON REQUEST

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

V. RATES OF PAY

The salaried rates of pay for unit employees shall be based on an hourly rate calculated to the nearest cent.

VI. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.

1. 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.
2. Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Department.

B. CITY CONTRIBUTION TO DEFERRED COMPENSATION

1. The City's maximum contribution to deferred compensation shall be one hundred twenty five dollars (\$125.00) per pay period.
2. The maximum City contribution shall only be paid to unit employees contributing a minimum of seventy six dollars and twenty five cents (\$76.25) per pay period.
3. The City will contribute a dollar per dollar match for unit 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 VACATION HOURS

1. The City will permit unit employees to convert the dollar value of excess accruals of vacation time, which would otherwise be paid to the employee in his/her paycheck, and prospectively defer the dollar value of such excess accruals to his/her deferred compensation account.
2. The Human Resources Department will assist employees in calculating and arranging such deferrals.

D. CHANGING 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 Human Resources Department.
2. Unit employees may increase the amount of their bi-weekly deferred compensation contribution only 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, but will discuss proposed changes with affected unit 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.

VII. ACTING PAY

A. ELIGIBILITY

1. Any permanent or probationary 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 paid in accordance with the step and salary range appropriate for such higher classification in the event that the hours actually worked during such acting service is in excess of eighty (80) consecutive scheduled working hours.
2. During that period of acting service unit employee off on a scheduled holiday in-lieu day or compensatory day shall be paid at the acting pay rate for such time.
3. When unit employee has worked in one continuous acting assignment in excess of three (3) months, he/she shall receive the acting pay rate for vacation, or other paid leaves taken after the 90th calendar day.
4. Unit employees receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

VIII. POST CERTIFICATE PAY

A. MANAGEMENT POST CERTIFICATE

1. In accordance with POST requirements, Police Lieutenants with two (2) years experience as a Police Lieutenant, Police Captains, Assistant Chief of Police and Chief of Police who meet the minimum qualifications to possess a Management POST certificate,

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as approved by the Chief of Police, shall be eligible to receive fifteen and one-half percent (15.5%) over the base hourly rate of their classification.

2. Effective the first pay period commencing after January 1, 2012, the compensation for possession of a Supervisory or Management POST certificate shall increase by two percent (2%), to 17.5%. This increase is derived as a result of shifting the September 1, 2011 and July 1, 2012 City of Los Angeles salary increases that are due under the Salary Initiative Ordinance. The parties mutually agree that shifting the salary increases into POST shall place the unit employees Base Monthly Salary at the average of comparable classifications of the City of Los Angeles and County of Los Angeles.
3. Effective the first pay period commencing after January 1, 2012, for all unit employees hired by the City prior to the adoption of this MOU, the compensation for possession of a Supervisory or a Management POST certificate shall be increased an additional four percent (4%), to 21.5%. This 4% POST certificate increase is an advance of future salary increases granted by the County of Los Angeles and/or the City of Los Angeles. These POST certificate increases shall be reduced commensurate with any County of Los Angeles salary increases and any City of Los Angeles increases excluding those granted on September 1, 2011 and July 1, 2012, up to a cumulative total of four percent (4%). Therefore, at the conclusion of the 4% reduction, the Supervisory and Management POST certificate shall be 17.5%, and the 4% salary increases shall be added to PMG base monthly salary in accordance with the Salary Initiative Ordinance.

B. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved POST Certificate as specified in the above section.

2. The minimum specified standards shall be at least those prescribed by POST as of the effective date of this agreement.

C. TRANSFER OF POST CERTIFICATE PAY UPON PROMOTION TO POLICE MANAGEMENT (PERSABLE)

All sworn Police employees who are already or will be promoted to a Police Management Classification (Police Lieutenant, Police Captain, Assistant Police Chief or Police Chief) will receive POST Certificate Pay for the POST Certificate they possess (Advanced or Supervisor) not to exceed the value of the Management POST Certificate Pay as set forth above.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. EXEMPT FROM OVERTIME

A. EXEMPT

All Police Management positions covered herein are considered exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

B. UNDERSTANDING

The Police 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 work schedule for unit employees shall be defined as follows:

4/10 Work Schedule

The 4/10 work schedule shall consist of a forty (40) hour week schedule consisting of four (4) consecutive days of ten (10) consecutive paid work hours each in a seven (7) consecutive calendar day period. Each work shift shall be inclusive of paid breaks and one paid 30-minute meal period.

MODIFYING WORK SCHEDULES

Modification to work schedules may be made by meeting and conferring with the City and Police Management Group representatives.

B. ADJUSTING WORK SCHEDULES

Police Management employees may adjust their work schedule as approved by the Police Chief or designee.

ARTICLE FOURSUPPLEMENTAL BENEFITSI. RETIREMENTA. PERS RETIRMENT BENEFITS

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

GOVERNMENT CODE SECTION	BENEFIT
20037	<u>For unit employees hired on or after January 1, 2012:</u> <u>Three Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months.
20042	<u>For unit employees hired prior to January 1, 2012:</u> <u>One-Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.

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GOVERNMENT CODE SECTION	BENEFIT
21042	<u>Military Service Credit</u> : Unit employees may elect to purchase up to four (4) years of service credit.
21329	<u>Two percent (2%) COLA</u> : Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21363.1	<u>3% at Age 55</u> : Base retirement plan of three percent (3%) at age 55 for all unit employees hired on or after January 1, 2012.
21362.2	<u>3% at Age 50</u> : Base retirement plan of three percent (3%) at age 50 for all unit employees hired prior to January 1, 2012.
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.
21574	Fourth Level of 1959 Survivor Benefits
21624 – 21626	Post-Retirement Survivor Allowance

II. **CITY PAID NINE PERCENT (9%) PERS EMPLOYEE RETIREMENT CONTRIBUTION**

A. **PERS EMPLOYEE RETIREMENT CONTRIBUTIONS**

Except as may be provided for herein, the City shall pay to the Public Employees' Retirement System (PERS) for the account of each employee covered by this MOU the amount of the employee's retirement contribution as required by Government Code Section 20678, which is currently nine percent (9%) of eligible compensation.

B. **PERS Benefit Provided by Government Code section 20636 (c) (4)**

Effective January 1, 2012, pursuant to Government Code section 20636 (c) (4), the City shall continue to pay and begin reporting to CalPERS as compensation earnable the monetary value of contributions, known as "employer-paid member contributions", paid by the City on behalf of each unit employee.

In the event that legislation prohibits public agencies from paying any portion of the employees' required CalPERS member contribution and/or reporting as compensation earnable to CalPERS the monetary value of employer-paid member contributions such that members' final compensation is augmented by the value of the employer-paid member contributions, the parties agree to concomitantly increase Supervisory and Management POST certificate pays by 3% in lieu of City paying for such contributions and thus participating in Government Code section 20636 (c) (4), terminating any cost sharing pursuant to subparagraph D, below, and having all unit employees pay their share of employees' required CalPERS member contributions .

Unit employees hired after January 1, 2012 shall be responsible for the 9% payment of the PERS member contribution rate and shall not be subject to Government Code section 20636 (c) (4).

The City hereby adopts the provisions of IRC Section 414(h)(2). Any payment or pick up of required member contributions set forth in this Section shall be regarded as "pre-tax" in accordance therewith.

C. SOCIAL SECURITY EXCLUDED

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

D. COST SHARING

In accordance with Government Code 20516 (f), unit employees shall share the costs of optional benefits as follows. Participation in Cost Sharing shall be mandatory and said contributions shall be designated as employee contributions.

- Effective the first full pay period after January 1, 2012, unit employees shall pay a total of 4% of the PERS employer contribution rate;
- Effective the first full pay period after January 1, 2013, unit employees shall pay an additional 3%, for a total of 7% of the PERS employer contribution rate;
- Effective the first full pay period after January 1, 2014, unit employees shall pay an additional 2%, for a total of 9% of the PERS employer contribution rate.

E. TAX LIMITATIONS

Cost Sharing contributions shall be made on a pre-tax basis unless and until a Private Letter Ruling (PLR) by the Internal Revenue Service is issued to the City by the Internal Revenue Service designating that the payments must be post-tax.

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.

The City has retained specialized legal counsel in order to render a written opinion as to whether or not said employee contributions to the employer contribution rate can be considered on a "pre-tax" basis. The rendered legal opinion is supportive of City treatment of said contributions as "pre-tax"; therefore, the City shall take the steps necessary, including adoption

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of appropriate City Council resolution(s), to allow the Payroll Section to treat these distributions as "pre-tax". It is expressly understood and agreed to by the parties that the City has no authority or jurisdiction by which to bind CalPERS, the Internal Revenue Service (IRS), the Franchise Tax Board or any other agency (collective "Entities") to a determination that such contributions are indeed "pre-tax". Thus, the parties agree and acknowledge that the City shall have no liability to any individual unit employee or collective bargaining unit, should any of the aforementioned Entities reject treatment of said contributions as "pre-tax".

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

A. IRREVOCABLE NOTICE

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

B. DISTRIBUTIONS

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.

C. NON-PERSABLE

Such distributions are not reportable to PERS as compensation and will not affect PERS retirement benefits.

IV. MEDICAL INSURANCE

A. MEDICAL INSURANCE – PERS MEDICAL PLANS

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

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

It is understood that no significant changes in benefit levels will occur without meeting and conferring with PMG.

B. CAFETERIA PLAN

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

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

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

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

Effective January 1, 2012 and each January 1, thereafter, the City will increase its contributions to employees' flex cafeteria plans by the average increase of the PERS monthly health insurance premiums under plan, capped at 4% per year, plus 100% of the cost of HMO dental, vision and life insurance. The average increase in PERS monthly health care premiums shall be calculated by subtracting the average cost of premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this percentage is less than 4%, then the City allowances shall be increased by that actual percentage. If this percentage equals or exceeds 4%, the City allowances shall be increased by 4%. If there is a year where the average premium increase is 0%, or there is an overall decrease, the City contribution shall not be adjusted.

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

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

D. PROOF OF COVERAGE / WAIVE CITY LIABILITY

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

E. OPT-OUT

Upon proof of other coverage, unit employees who "opt-out" shall be allotted the value of single-party flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

F. EMPLOYEE SPOUSES/ REGISTERED DOMESTIC PARTNERS/ DEPENDENTS

1. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Each employee have a flex dollar amount of a single employee; or
 - one (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.
2. Dependents of City employees, that are also employed by the City, may not participate in opt out unless he/she is able to provide proof of coverage through another (non-City) benefit plan.

G. RE-ENROLLMENT IN CITY MEDICAL INSURANCE PLAN

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

H. RETIREE MEDICAL INSURANCE

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

All plans except PERSCare:

- City shall pay ninety-five percent (95%) of the monthly medical plan premium; 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
- Retirees shall pay thirty percent (30%) of the monthly PERSCare premium.

"Grandfathered employees" is defined as 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 on or before January 1, 2022 with twenty-five (25) years or more of Culver City service. In addition, an employee who promotes into PMG and has completed three (3) or more months as an acting Lieutenant by January 1, 2012, shall have the option of being either a "grandfathered employee" if he/she meets the program criteria, above, or continuing to receive the Longevity Retiree Medical Stipend as described in the 2011 – 2014 CCPOA MOU.

All other unit employees that promote into the Police Management Group (PMG) from the Culver City Police Officers' Association (CCPOA) shall continue to be eligible to receive the Longevity Retiree Medical Stipend as described in the 2011 – 2014 CCPOA MOU.

2. The City's monthly contribution for medical insurance provided through the PERS Health plan, for employees hired prior to July 1, 2011 that retire on or after January 1, 2012, shall be as follows:

Upon retirement with a minimum of 5 years City service, employees who were hired prior to July 1, 2011 shall be eligible to receive, inclusive of the PEMHCA minimum, up to \$500.65/mo based on plan enrollment for retiree only; and pre-65 spousal/dependent coverage shall be provided up to an additional \$437.00/mo subject to vesting. Vesting for pre-65 spousal/dependent coverage is contingent upon the employees' years of City service at retirement such that the additional amount for pre-65 spousal/dependent coverage vests as follows: 6 years = 20%, 7 years = 40%, 8 years = 60%, 9 years = 80%, 10 years = 100%). Upon retirement with 10 or more years of service, 100% of the pre-65 spousal/dependent coverage is vested. The City's contribution towards retiree and pre-65 spousal/dependent coverage shall increase January 1, 2012 and each January 1 thereafter in the same manner and by the same percentage increase as Active medical insurance.

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

Upon retirement, employees shall be eligible to receive a City contribution for retiree medical in accordance with the minimum established by Government Code 22892. The statutory minimum amount for 2012 is \$112/mo.

4. For all City employees regardless of date of hire, effective July 1, 2012, or as soon as implementation can occur; the City shall make available a retiree health care trust (RHS) to enable employees to prefund retiree health care expenses while employed by the City. The City shall match the first \$25 per pay period of the employee contribution to the RHS. The individual accounts can be utilized after separation of service for reimbursement of all qualified medical

expenses, including insurance premiums, in accordance with IRS Section 213. Employees who separate from City service for any reason shall be eligible to receive the full amounts in the RHS at the time of separation. The Retiree Health Savings Trust shall reimburse expenses in accordance with the Internal Revenue Code. PMG understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

V. DENTAL INSURANCE

1. The City shall continue contracting for the current dental insurance program. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties during the meet and confer process. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For dental insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or
 - one (1) employee may select a plan and list the spouse as a dependent.

VI. VISION CARE INSURANCE

1. The City shall continue contracting for the current vision insurance program. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties in the meet and confer process. All unit employees shall be eligible to enroll qualified dependents and will pay the premium costs for such enrollment through the full flex cafeteria plan.
2. For vision insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - individual coverage; or

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- one (1) employee may select a plan and list the spouse as a dependent.

VII. LIFE INSURANCE

The City shall continue contracting for the current program for Term Life Insurance Group coverage of \$50,000. Any alternate program must provide substantially identical benefits, unless otherwise agreed by the parties in the meet and confer process.

VIII. CITY RIGHTS – CONTENT AND CONTRACTORS

1. The City retains the exclusive right to determine the content and contractor(s) for dental, vision and life insurance plans, and any other employee benefits except as otherwise provided for in this MOU.
2. The City agrees to consult with representatives of PMG 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 meeting and conferring with PMG.

IX. IRS SECTION 125 FLEXIBLE SPENDING ACCOUNT

The City provides a flexible spending account for medical expenses and dependent care, pursuant to Section 125 of the Internal Revenue Service Code (Section 125), as amended. Under Section 125, the maximum annual amount an employee may contribute on a pre-tax basis is statutorily set.

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

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spouses and other dependents who are physically or mentally incapable of self-care, and who regularly spend at least eight hours each day in the taxpayer's household.

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

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

X. ON-DUTY DEATH / FUNERAL BENEFIT

A. BENEFIT

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

B. DEFINITION

"In the Line of Duty" shall include optional work assignments as approved by the Chief of Police or designee.

C. PAYMENT

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

XI. 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

- i. Police Management employees, as conditions of their employment, may be required to undergo an annual physical examinations at the City's expense.
- ii. If the Human Resources Director and the Police Chief agree that the annual physical examination is optional, the Police Management unit employee may elect to waive the annual physical examination appointment and request reimbursement for up to four hundred dollars (\$400) per fiscal year as set forth in B(3) as follows.
- iii. 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 1st – June 30th)	Maximum Amount
2012 – 2013	\$400
2013 – 2014	\$400
2014 – 2015	\$400
2015 – 2016	\$400

- iv. The Physical Well-being benefit shall be used for one (1) or more of the following purposes:
 - a. Medical examination by the health provider of the employee's choice.

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- b. Membership in a health club or fitness center.
- c. Other formal wellness programs provided by professionals (smoking cessation, weight control, nutrition, or similar programs).
- d. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental or vision insurance.
- v. 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.

C. FUNDING / CARRY-OVER

- i. 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.
- ii. 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 30th)	Benefit Amount	Maximum Amount (Prior fiscal year carry-over plus current fiscal year benefit amount)
2012 – 2013	\$400	\$ 800 (\$400 + \$400)
2013 – 2014	\$400	\$ 800 (\$400 + \$400)
2014 – 2015	\$400	\$ 800 (\$400 + \$400)
2015 – 2016	\$400	\$ 800 (\$400 + \$400)

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

XII. TUITION REIMBURSEMENT

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

XIII. UNIFORM ALLOWANCE

A. ANNUAL UNIFORM ALLOWANCE

The City will provide all unit employees an annual lump-sum payment of nine hundred and fifty dollars (\$950.00) in the first paycheck in January each year for uniform replacement and maintenance for the upcoming calendar year.

B. NEWLY PROMOTED POLICE MANAGEMENT EMPLOYEE

An employee newly promoted on or after the effective date of this Agreement shall be eligible for reimbursement up to three hundred twenty-five dollars (\$325) to provide one dress uniform (those items determined by the Police Chief which are not part of the uniform required prior to promotion). Such reimbursement shall be made at the successful completion of the probationary period.

C. PERSABLE – UNIFORM ALLOWANCE

The value of uniform allowances shall be reported to PERS as compensation as required by law.

XIV. SAFETY EQUIPMENT

The City will furnish and replace, as needed, all items of safety equipment required under the applicable sections of the Government Code. Safety equipment items purchased by the City pursuant to this section are and at all times shall remain City property and shall be returned to the City upon termination of employment with the Culver City Police Department.

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LEAVES OF ABSENCE

I. POLICY

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

II. ACCUMULATION, USE AND REQUESTS FOR LEAVES

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 accrue leave benefits when on any authorized leave with pay.

B. USE OF LEAVE

1. Leave shall be taken in multiples of one half ($\frac{1}{2}$) hour.
2. Upon approval, unit employees can take up to the total amount of accumulated leave credit.
3. Charges against vacation or sick leave credit accrual shall be made for only regularly scheduled work day hours.

C. ADVANCE OF VACATION OR SICK LEAVE

A request for one (1) year's advance of vacation or sick leave accrual may be approved for use by the Police Chief and 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 Police Chief or designee.
2. Wherever 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.
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 LEAVE REQUEST

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

III. IN-LIEU OF HOLIDAYS

A. BI-WEEKLY ACCRUAL RATE

The biweekly, annual and maximum rates are as follows:

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

B. BI-WEEKLY HOLIDAY IN-LIEU PAY

Unit employees shall be paid each biweekly pay period on a pro-rated annual basis for all in-lieu holiday hours accrued in excess of one hundred and four (104) hours and is PERSable.

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

1. A balance not to exceed the maximum annual accrual of one hundred and four (104) hours of in-lieu holiday may be maintained by the unit employee.
2. Accruals which would exceed this maximum balance will be paid to the affected unit employee as accrued.
3. If time is taken off to reduce the individual employee's balance to less than the maximum, he/she can accrue once again to the maximum allowable.

IV. PAYOFF UPON SEPARATION FROM EMPLOYMENT (NON-PERSABLE)

Upon separation from employment, all unused in-lieu holiday time, up to the maximum, or one hundred and four (104) hours, will be paid to the unit employee and is non-PERSable.

V. VACATION LEAVE

A. ELIGIBILITY FOR VACATION LEAVE

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

B. ACCRUAL OF VACATION LEAVE

1. Vacation hours shall accrue each pay period at one twenty-sixth (1/26) of the annual rate (i.e., annual accrual rate divided by 26).
2. Exceptions to the maximum allowable accruals may be granted by the City Manager or his/her designee, to meet exceptional departmental staffing needs.
3. No vacation shall be authorized, for leave or payment, unless accrued prior to the time for use or payment, except as authorized by the City Manager.

C. TABLE OF VACATION LEAVE BENEFITS

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

1st thru 4th Year	5th thru 14th Year	15th thru 19th Year	20th Year and thereafter
80 hours	120 hours	160 hours	192 hours, plus 8 hours per year of service over twenty (20) years

D. ACCUMULATION OF VACATION LEAVE

1. Vacation time may be accumulated by unit employees to a maximum of twice the annual accumulation of vacation hours for which the unit employee is eligible.
2. Once a unit employee has accrued the maximum amount of vacation leave, no further vacation leave shall be accrued until the unit employee's level of accrued vacation

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has been reduced to less than the maximum. At that time, the unit employee shall again begin accruing vacation but at no time may he/she accrue more than the maximum allowed pursuant to this section.

E. LIMITATIONS

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

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

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

G. VACATION PAYOFF UPON TERMINATION – NON-PERSABLE

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.

It shall not be necessary to carry such unit employee on the payroll for the vacation period.

VI. SICK LEAVE

A. ELIGIBILITY FOR SICK LEAVE

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

B. ACCRUAL OF SICK LEAVE

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

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

C. PROCEDURE, USE AND VERIFICATION OF SICK LEAVE

1. Sick leave may be taken in increments of one (1) hour or more.
2. With proper verification, sick leave may be allowed for:
 - Personal illness or injury of the unit employee;
 - Authorized Emergency Leave;
 - Serious illness 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.
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 Police Department.
6. At the end of the second day of sick leave, the Police Chief or designee may request a medical certificate from a qualified physician, chiropractor or practitioner.

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7. Upon return to duty, the unit employee shall present evidence of the necessity of sick leave, if so requested by the Police Chief or designee.

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

1. When a unit employee has accumulated three hundred and eighty-four hours (384) hours of unused sick leave credit, the unit employee will, thereafter, be eligible for payment in each pay period for 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 Accumulati on	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 his/her sick leave accruals again exceed three hundred and eighty four (384) hours.			

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

TIER 2:			
SICK LEAVE PAYOFF AT SEVEN HUNDRED AND TWENTY (720) HOURS			
Bi-weekly Accrual Rate	Tier 2 Maximum Accumulation	Amount of Bi- weekly Sick Leave Payoff @ 75%	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 CONVERSION PAYOFF UPON RETIREMENT OR FAVORABLE RESIGNATION – (NON PERSABLE)

1. Unit employees who retire or terminate are eligible to convert unused accumulated sick leave accrual to their vacation accrual bank (non-PERSable) on the following basis.
2. With retirement or favorable resignation after 10 years (120 months) or more years of City service, all accumulated sick leave accruals will be converted to the unit employee's vacation leave accrual bank.

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

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

VII. WORKERS' COMPENSATION

A. ELIGIBILITY – LABOR CODE SECTION 4850

When a unit employee covered herein is injured in the course of employment and unable to work, he/she may be placed on a paid leave of absence pursuant to the Worker's Compensation laws of the State of California and Labor Code Section 4850 ("4850 time").

B. EXPIRATION OF 4850 TIME

If a unit employee is medically unable to return to work after expiration of their 4850 time, the unit employee may supplement temporary disability payments with their accrued sick leave, holiday in-lieu time, and accrued vacation leave, if any, to continue on paid leave.

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C. EXPIRATION OF TEMPORARY DISABILITY PAYMENTS

When a disabled unit employee's temporary disability payments stop, the unit employee may elect to utilize accrued accumulated sick leave, holiday in-lieu time, or accrued vacation leave, if any, credits to continue on paid leave, subject to normal deductions.

D. DISABILITY RETIREMENT APPLICATION

The City or affected unit employee may initiate a disability retirement application subject to PERS law.

VIII. 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 with pay for the equivalent of the employee's regular work schedule, not to exceed forty (40) hours per incident without deduction from accrued sick leave or vacation.
2. Immediate family is defined as follows:
 - Brothers
 - Sisters
 - Children
 - Spouse
 - Child's Spouse
 - Spouse's Brothers
 - Grandchildren
 - Spouse's Grandparents
 - Grandparents
 - Spouse's Parents
 - Parents
 - Spouse's Sisters
 - Registered Domestic Partner
 - Stepchildren
 - Siblings' Spouse
 - Stepparents

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3. If additional leave time is required, the unit employee may request sick leave, or vacation time.
4. Should the list of specified family members be increased in any other Culver City bargaining unit MOU, the additional provisions shall apply to this unit.
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 Human Resources Department in writing in advance in order to qualify for the bereavement leave.

B. EMERGENCY LEAVE

1. An emergency leave of absence with pay may be granted by Police Chief or designee to any unit employee because of family illness, legal matters, non work-related court appearances, home emergencies (e.g., burst water heater, or sudden structural damage, etc.), providing the employee may have such leave charged to his/her sick leave, in-lieu (holiday), compensatory time, service award leave or vacation leave accounts.
2. All emergency leaves of absence shall be limited to twenty-four (24) working hours within any calendar year.
3. Verification of all emergency leaves may be required by Police Chief or designee.

C. JURY DUTY LEAVE

1. A unit employee called to active jury service during scheduled work days shall receive his/her regular

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compensation for such time served to a maximum of ten (10) working days for each jury summons.

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

D. OUTSTANDING PERFORMANCE LEAVE

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

E. RELIGIOUS SERVICES

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

F. MILITARY LEAVES OF ABSENCE

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

G. VOTING LEAVE

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

H. SCHOOL ACTIVITY LEAVE

1. Pursuant to California Labor Code Sections 230.7 and 230.8, parents of school-age children shall be allowed leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-

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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 Police Chief or designee to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
5. Leave properly requested in advance shall not be denied.
6. Unit employees may take accrued leave with pay (vacation, compensatory time, in-lieu holiday, or service award leave) for School Activity Leave purposes.

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

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, or the estate if no beneficiary, of such employee as filed with the Human Resources Director.

IX. LEAVES OF ABSENCE WITHOUT PAY

A. VOLUNTARY LEAVE WITHOUT PAY

1. Any unit employee is entitled to present to Police Chief or designee a request for leave of absence without pay not to exceed one (1) year. The unit employee shall indicate the basis of the leave in his/her request.

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2. Leaves of absence without pay may be granted for illness exceeding accumulated sick leave, child care absences exceeding pregnancy disability leave, special education, special duty for another governmental agency, extension of vacation time, seeking political office or any other reason which is deemed to be in the best interests of City government.
3. Verification of such requests shall be required by Police Chief or designee who shall attach the evidence of verification to the proper form (Personnel Action).
4. Any leave without pay must be approved by the City Manager.

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.

C. BENEFIT ELIGIBILITY WHILE ON LEAVE WITHOUT PAY

1. No biweekly period shall be counted for eligibility periods or for the accumulation of vacation or sick leave when the employee is absent on leave without pay 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 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.

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

A. GENERAL INTENT

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.

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2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.
3. Unit employees and department management must contact the Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

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

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.

C. EMPLOYEE RIGHTS UNDER FMLA

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

D. 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 eligible family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of any unit employee or eligible and qualified family member's health condition.

F. USE OF ACCRUALS WHILE ON FMLA

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.

G. 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.

XI. PREGNANCY DISABILITY LEAVE (PDL)

A. PROVISIONS

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.
5. FMLA shall run concurrently with Pregnancy Disability Leave.

XII. UNAUTHORIZED LEAVE / ABANDONMENT OF POSITION

A. PROVISIONS

1. A unit employee absent without authorization for three (3) or more consecutive work shifts, and who fails to contact the Police Chief or designee 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.

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

ARTICLE SIX

WORKING CONDITIONS

I. GRIEVANCE

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

II. DISCIPLINE

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

III. SAFETY RULES

A. PURPOSE

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

B. RESPONSIBILITY

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

ARTICLE SEVEN

GENERAL PROVISIONS

I. TERM

This MOU shall be effective January 1, 2012, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire at midnight December 31, 2015.

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 Police 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 Police Management Group 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

The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer,

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provided for by the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations, or Policy Statements in effect prior to the date of this MOU unless specifically provided for to the contrary in this MOU shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. The intent and purpose of this Master MOU is to identify and incorporate all the covenants, stipulations and provisions previously agreed upon by the parties.
2. Therefore, for purposes of the MOU, neither party shall be compelled to meet and confer with the other concerning any issue, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except by mutual agreement of the parties.
3. If either party feels that a relevant provision was inadvertently omitted from the Master MOU, during the terms of this Master MOU, both parties agree to meet and confer in good faith on the alleged omission and, if necessary, amend the Master MOU to include the omission.
4. Each party acknowledges that it had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided herein.

B. COMPLIANCE

If the effective date or the implementation of any benefit in this MOU cannot be adhered to as the result of law, regulation, or policy outside the control of the City, the City will take action on

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the first date on which it has authority to take action in compliance with such law, regulation, or policy to effectuate the benefit.

C. OBLIGATION TO SUPPORT

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

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

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

C. RATIFICATION

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by

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the authorized representatives of the City and Culver City Police Management Group, and entered into this.