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

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**JIM CLARKE, MAYOR**  
City of Culver City, California

**ATTEST:**

~~APPROVED AS TO FORM:~~

**MARTIN R. COLE, City Clerk**

**CAROL A. SCHWAB, City Attorney**

A16-00456

# **ATTACHMENT “A”**

## **SIDE LETTER OF AGREEMENT**

between

**CITY OF CULVER CITY**

and

**CULVER CITY POLICE MANAGEMENT GROUP**

Representatives of the City of Culver City (“City”) and the Culver City Police Management Group (“PMG”) (collectively “Parties”) have met and conferred and reached agreement on this Side Letter of Agreement to the 2015 – 2020 Memorandum of Understanding (“MOU”). This Side Letter of Agreement is not intended to supersede any of the other terms and conditions of employment contained in the MOU unless specifically mentioned herein. The following provisions of this Side Letter of Agreement represent the mutual understanding and consent of both Parties.

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

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

FOR THE CITY:

FOR PMG:

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John M. Nachbar, City Manager

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Allen Azran, President

## **ATTACHMENT "A"**

### **V. VOLUNTARY DEFERRED COMPENSATION PLAN**

#### **A. VOLUNTARY DEFERRED COMPENSATION PLAN**

City agrees to provide a 457 deferred compensation plan as a benefit to Police Management employees. The City shall also provide a 401(a) deferred compensation plan to the Police Chief.

1. Plan specifications and details are determined pursuant to IRS Code Sections 457 and 401(a) and the organizations providing the investment and savings program for such deferred compensation.
2. Plan documents and participation rules 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.

## **ATTACHMENT "A"**

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.