1 **RESOLUTION NO. 2018-R** 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY 3 OF CULVER CITY, CALIFORNIA, AMENDING THE EXISTING MEMORANDUM OF UNDERSTANDING 4 WITH THE CULVER CITY EMPLOYEES ASSOCIATION 5 6 WHEREAS. the Culver City **Employees** Association 7 representatives and City representatives have met and conferred and executed an 8 amendment to Page 4 of Article One Sections VI and VII of the "Master" Memorandum 9 of Understanding ("MOU"). 10 11 NOW, THEREFORE, the City Council of the City of Culver City, DOES 12 HEREBY RESOLVE AS FOLLOWS: 13 1. The amendment to Page 4 of Article One Sections VI and VII of the 14 MOU, a copy of which is attached hereto as Attachment "A" and made a part hereof, is 15 hereby effective on October 8, 2018 for the period of July 1, 2017 through June 30, 16 2020. This amendment shall replace and supersede Page 4 of Article One Sections VI 17 and VII of the existing MOU. 18 111 19 111 20 111 21 111 22 111 23 111 24 111 25 ///

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employee

| 1 | 2. The Chief Financial Officer and the City Manager are hereby |
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| 2 | authorized to adjust the budget and the records of employees necessary to pay the |
| 3 | salaries and costs related to the terms of the amended Master Memorandum of |
| 4 | Understanding. |
| 5 | APPROVED and ADOPTED this day of 2018. |
| 6 | AFFINOVED and ADOFTED this day of 2016. |
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| 8 | THOMAS AUJERO SMALL, MAYOR |
| 9 | City of Culver City, California |
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| 12 | ATTEST: APPROVED AS TO FORM: |
| 13 | ATTROVED AS TO TOKWI. |
| 14 | - Stoller |
| 15 | JEREMY GREEN, City Clerk CAROL A. SCHWAB, City Attorney |
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SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

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CULVER CITY EMPLOYEES ASSOCIATION

Representatives of the City of Culver City ("City") and the Culver City Employees Association ("CCEA") (collectively "Parties") have met and conferred and reached agreement on this Side Letter of Agreement to the 2017 – 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 One, Section VI is amended as specified in Attachment "A" attached hereto.
- 2. Article One, Section VII is deleted.
- 3. 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 August 15, 2018.

FOR THE CITY:

John M. Nachbar, City Manager

FOR CCEA:

Scott Newton, President

ATTACHMENT "A"

VI. AGENCY SHOP

A. OPTION TO JOIN CCEA OR PAY SERVICE FEE

- Unit employees in classifications represented by CCEA, have the option of joining the union or paying a service fee equivalent to union dues. This payroll deduction is mandatory.
- Unit employees must complete this payroll deduction form within fourteen (14) calendar days after receipt to elect to join CCEA, or pay the service fee, or deductions for the service fee will automatically begin in the next pay period.

A. EMPLOYEE RELATIONS CONFIDENTIAL / SUPERVISORY EMPLOYEES

Unit employees in Employee Relations Confidential positions are exempt from the provisions of this Agency Shop provision, but may voluntarily join CCEA and pay member dues.

B. CONSCIENTIOUS OBJECTIONS TO AGENCY SHOP

- 1. Unit employees who are members of a bona fide religion; body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations may submit evidence of active membership in such religion, body or sect.
- The unit employee will be required to pay a sum equivalent of the agency fee to one of the charitable organizations agreed upon by the City and CCEA.
- 3. The City will deduct such contribution from the paycheck of those unit employees and remit the contribution to the charitable organization.

VII. DUES / INSURANCE CHECK-OFF

The City shall, on behalf of CCEA during the term of this MOU, do the following:

1. Provide official payroll deductions for CCEA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted by 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.

ATTACHMENT "A"

- 2. Assist CCEA on a quarterly basis by identifying newly hired unit employees in the representation unit.
- Distribute CCEA membership packets, if provided to the City, to newly hired unit employees in the representation unit; and
- Inform all new hires in the representation unit that CCEA is the employee organization designated as the representative of the employees in the unit.

VI. Maintenance of Membership and Dues Deduction Agreement

- A. The City shall automatically deduct from unit employees who are CCEA members.
- B. Unit employees who are members of CCEA on the effective date of this agreement, or who become a member subsequent to the effective date of this agreement, shall continue to have such dues deductions made by the City until CCEA notifies the City of a termination of membership.
- C. Any unit employee may terminate his/her membership and cancel the dues deduction during the anniversary month of the employee's hire date, by notifying CCEA and completing the appropriate Membership Declination form provided by CCEA. This form shall be provided to Human Resources for processing.