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**RESOLUTION NO. 2020-R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF CULVER CITY, CALIFORNIA, APPROVING AND  
ADOPTING A MASTER MEMORANDUM OF  
UNDERSTANDING WITH THE CULVER CITY  
MANAGEMENT GROUP

WHEREAS, the Culver City 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  
July 1, 2020 through June 30, 2021.

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 9<sup>th</sup> day of November 2020.

\_\_\_\_\_  
GÖRAN ERIKSSON, Mayor  
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JEREMY GREEN, City Clerk

  
\_\_\_\_\_  
CAROL A. SCHWAB, City Attorney

A20-00348

**MASTER MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF CULVER CITY**

**AND**

**CULVER CITY MANAGEMENT GROUP**

*July 1, 2020 through June 30, 2021*



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF CULVER CITY, CALIFORNIA  
AND  
CULVER CITY MANAGEMENT GROUP (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, 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. 2008-R009 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.

**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**

## ARTICLE ONE

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;
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;

## **ARTICLE ONE**

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.

**ARTICLE TWO**

**SALARIES AND COMPENSATION**

**I. SALARIES**

There shall be no base salary increase during the term of this MOU. The salary schedules specifying the salary range for each classification covered herein is set forth in Appendix "A," as may be amended.

**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. City agrees to provide a deferred compensation plan for employees covered herein pursuant to IRS Code Section 457. The City's maximum contribution to deferred compensation shall be one hundred sixty dollars (\$160.00) per pay period for employees that contribute a minimum of seventy-six dollars and twenty-five cents (\$76.25) per pay period and a dollar per dollar match for employees that contribute less than seventy-six dollars and twenty-five cents (\$76.25) per pay period.

The deferred compensation plan is a benefit, and as such the contribution by the City on behalf of the employee shall not change the employee's salary range. Employees may, at their option, contribute in excess of the City's matching contribution per pay period to the plan.



1. **Conversion of Excess Accruals**

The City will permit employees to convert and defer the dollar value of excess accruals of floating holiday hours or vacation time.

2. **Changing Contributions**

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.

Employees may increase the amount of their bi-weekly deferred compensation contribution during quarterly open enrollment.

V. **LONGEVITY PAY**

A. **PURPOSE**

In recognition of full-time City employment the City shall provide Longevity Pay as follows:

B. **COMPENSATION**

<b><u>Years of City Service</u></b>	<b><u>Monthly Amount</u></b>	<b><u>Bi-weekly Amount</u></b>
10	\$175 per month	\$80.77 per pay period
15	\$275 per month	\$126.92 per pay period
20	\$475 per month	\$219.23 per pay period
25	\$600 per month	\$276.92 per pay period

C. **LIMITATIONS**

Longevity Pay is not cumulative and shall only be awarded 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 Human Resources Director.
2. To be eligible, the unit employee must be assigned to work in the acting higher classification a minimum of one full pay period.
3. The employee's department shall submit a Personnel Action Form to start the Acting Pay effective the beginning of the first full pay period in which the employee is acting. The department shall submit another Personnel Action Form to stop the Acting Pay at the end of the pay period in which the acting assignment ceases.
4. Unit employees who have been assigned to an acting capacity on a continuous basis for a minimum of 90 days shall receive acting pay for up to six (6) weeks if not appointed on a permanent basis to the higher classification and the employee is required by management to provide training to the appointed individual.

**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 Step 1 of the acting classification whichever is greater; and
  - Shall in no instance be entitled to be paid more than Step 5 of the acting classification.
2. During that period of acting service a unit employee:
  - Shall be paid at the acting pay rate when off due to an official City holiday, floating holiday or any approved leave of absence, and
  - Shall not be paid at the acting pay rate for bi-weekly leave payoffs and/or cash-outs.
3. 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.

- Shall be eligible to receive their regular annual step increases while placed in an acting assignment.

**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.
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.

## ARTICLE TWO

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 a full pay period. 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) 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.

## **VIII. TRANSLATOR PAY**

### **A. PURPOSE/SCOPE**

1. The purpose of Translator Pay is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community. The current eligible languages are Arabic, Farsi and Spanish.
2. This service is provided through unit employees who have been certified as proficient in the eligible foreign languages described in the above paragraph and which is regularly utilized in providing

## ARTICLE TWO

services to the community. The level of proficiency shall be “conversational” in the applicable language.

### **B. QUALIFICATION**

1. The Human Resources Department will conduct oral proficiency tests, as needed, in designated language(s) as described in section “A” above.
2. The Human Resources Department will then certify an eligible list of qualified translators so certified to speak in a designated foreign language.

### **C. COMPENSATION**

Employees certified to the eligible list of qualified translators for speaking in a designated foreign language shall receive special compensation of five percent (5%) above their base hourly rate.

### **D. LIMITATIONS**

1. A qualified unit employee off on an official City holiday or sick leave shall be paid at their regular hourly rate plus translator assignment pay for such time taken.
2. Unit employees using vacation, floating holidays or comp time shall not be paid translator assignment pay.

## **IX. EDUCATION INCENTIVE PAY**

### **A. PURPOSE**

The purpose of Education Incentive Pay is to:

1. Motivate unit employees to achieve higher education;
2. Enhance career development;
3. Increase the professional standards of the department;  
and
4. Increase the level of service to the community.

### **B. COMPENSATION**

Unit employees who possess an accredited college degree shall receive the following compensation:

## ARTICLE TWO

<b>Accredited Degree</b>	<b><u>Annual Amount</u></b>
BA / BS	\$2,400
MA / MS / JD	\$4,800

Unit employees hired prior to July 1, 2017 who possess one of the certifications as set forth in Appendix "B" shall receive \$2,400, annually, in the first pay period beginning on or after July 1<sup>st</sup> and each subsequent pay period beginning on or after July 1<sup>st</sup> thereafter.

All compensation for Education Incentive Pay shall be awarded only for the highest level of degree achieved, compensation is non-cumulative.

### **C. ACCREDITED COLLEGE DEGREE**

Degrees must be from a college or university accredited by an organization recognized by the United States Department of Education (USED) or the Council for Higher Education Accreditation (CHEA).

Unit employees must provide proof of accredited college degrees to the City to be eligible to receive Education Incentive Pay. Education Incentive Pay shall be effective at the beginning of the pay period following the date that proof of eligibility was submitted.

### **X. CELL PHONE ALLOWANCE**

Unit employees shall receive a stipend of \$37.50 per pay period in acknowledgement of the unit employee being required to use his/her personal communication device to respond to City-related phone calls and emails during non-work hours.

### **XI. CIVIL ENGINEER CALIFORNIA REGISTRATION PAY**

#### **A. PURPOSE**

The purpose of the Civil Engineer California Registration Pay is to provide certain qualified unit employees with compensation in recognition of their attainment of their California Registration as a Civil Engineer.

#### **B. COMPENSATION**

## **ARTICLE TWO**

Unit employees occupying the following classifications, who possess California Registration as Civil Engineer, or a PhD in Civil Engineering or Environmental Engineering, shall be paid an additional five percent (5%) above their base hourly rate:

- Engineering Services Manager
- Senior Civil Engineer
- Traffic Engineer
- Traffic Engineering Analyst
- Traffic Engineering Manager

**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. City work schedules shall be as herein defined, except as otherwise provided for in this agreement or as approved by the appropriate Department Head or designee:

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.

**B. ADJUSTING WORK SCHEDULES**

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



**ARTICLE FOUR****SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. PERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible unit employees under the California Public Employees' Retirement System (PERS) as follows. The definition of "new" member and "classic" member are set forth in Appendix B of this MOU

<b>GOVERNMENT CODE SECTION</b>	<b>BENEFIT</b>
7522.20 (a)	<p><b><u>"New" Members, as defined by the Public Employees Pension Reform Act (PEPRA), hired on or after January 1, 2013</u></b></p> <p><u>2% @ Age 62:</u> Base retirement plan of two percent (2%) at age 62 for all unit employees defined as "new" members by AB 340 and hired on or after January 1, 2013.</p>
20037	<p><b><u>For unit employees hired on or after July 1, 2011:</u></b></p> <p><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.</p>
20042	<p><b><u>For unit employees hired prior to July 1, 2011:</u></b></p> <p><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.</p>
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.

## ARTICLE FOUR

GOVERNMENT CODE SECTION	BENEFIT
21329	<u>Two percent (2%) COLA</u> : Beginning the 2 <sup>nd</sup> 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.
21353	<u>2% at Age 60</u> : Base retirement plan of two percent (2%) at age 60 for all unit employees hired on or after July 1, 2011.
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 unit employees hired prior to July 1, 2011.
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. CALPERS EMPLOYEE CONTRIBUTION FOR "CLASSIC MEMBER" EMPLOYEES HIRED PRIOR TO JULY 1, 2011**

1. The PERS employee contribution rate of eight percent (8%) for the 2.5% @ 55 retirement plan is established by State legislation. Unit employees shall be responsible for the full PERS employee contribution payment which is currently eight percent (8%)
2. The City continues to pay all other PERS employer related costs for PERS benefits provided by the City, except as indicated in Article Four, Section I(E) below.
3. The City has adopted the CalPERS resolution in accordance with Internal Revenue Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

**C. CALPERS EMPLOYEE CONTRIBUTION FOR “CLASSIC MEMBER”  
EMPLOYEES HIRED ON OR AFTER JULY 1, 2011**

1. The PERS employee contribution rate of seven percent (7%) for the 2% @ 60 retirement plan is established by State legislation. Unit employees shall be responsible for the full PERS employee contribution payment which is currently seven percent (7%).
2. The City continues to pay all other PERS employer related costs for PERS benefits provided by the City, except as indicated in Article Four, Section I(E) below.
3. The City has adopted the CalPERS resolution in accordance with Internal Revenue Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

**D. CALPERS EMPLOYEE CONTRIBUTION FOR “NEW MEMBER”  
EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013**

1. Unit employees defined as new members by PEPRA are covered under the 2% at age 62 retirement formula. New members shall be responsible for paying the employee contribution rate of one-half of the total normal cost of the plan as determined by CalPERS.
2. The City continues to pay all other PERS employer related costs for PERS benefits provided by the City, except as indicated in Article Four, Section I(E) below.
3. The City has adopted the CalPERS resolution in accordance with Internal Revenue Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

**E. CALPERS EMPLOYEE COST SHARING**

Employer contribution requirements are calculated and adjusted annually by CalPERS. The total employer contribution requirement is comprised of the Employer Normal Cost Rate (a percentage) and the Employer Payment of Unfunded Liability (a fixed dollar amount). The Employer Payment of Unfunded Liability is converted to a percentage by dividing the CalPERS projected payroll. Adding the Employer Normal Cost Rate to the percentage equivalent of the Employer Payment of Unfunded Liability results in the Total Employer Contribution Rate. It is agreed that, effective July 1, 2019, in the event that the Total Employer Contribution Rate exceeded 25% of pensionable income, unit employees shall pay 50% of the increase, up to 3.5% of pensionable income. For example, if the employer contribution rate

## ARTICLE FOUR

increases to 27% of pensionable income, the City would pay 26% of pensionable income and the unit employee would pay 1% of pensionable income.

The Total Employer Contribution Rate for Fiscal Year 2020-21 is 29.86% of pensionable income. Therefore, the employee share of is the Total Employer Contribution Rate for Fiscal Year 2020-21 is 2.43%. The City agrees to pause the 2.43% employee cost sharing effective with the pay period beginning January 4, 2021 through pay period ending June 20, 2021. The 2.43% employee cost sharing shall resume with the pay period beginning June 21, 2021. Employees shall not be required to reimburse the City for any amounts not paid during the pay period beginning January 4, 2021 through pay period ending June 20, 2021.

### F. **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 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".

## II. **MEDICAL INSURANCE**

### A. **MEDICAL INSURANCE – PERS MEDICAL PLANS**

## ARTICLE FOUR

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. The City and CCMG must mutually agree in writing to change from PERS Health Care to another health care plan. Eligible new hires are covered under the program on the first day of the month following enrollment. 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 2021 is \$143 per. Inclusive of the statutory minimum, flexible benefits shall be provided as follows.

### **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 for 2021, which is inclusive of the statutory PEMHCA minimum, shall be:

Employee only:	\$ 818.00
Employee + 1:	\$ 1,440.00
Family:	\$ 1,801.00

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 medical insurance plan has been made 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.

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.

The City will contribute up to an additional 4% towards the increased cost of medical premiums in a calendar year. The average increase in PERS monthly health care premiums for active employees shall be calculated by subtracting the average cost of Los Angeles area Basic premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of Los Angeles area Basic premiums for all available City-offered CalPERS health-care plans for the upcoming year. If this

## ARTICLE FOUR

percentage is less than 4%, then the City allowances shall be increased only by that 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. In addition, the City shall continue to provide flex dollars to cover 100% of HMO dental, vision and life insurance premiums.

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

Unit employees may elect to discontinue participation in the PERS Health Plan medical insurance coverage (“Opt Out”). 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.

### **D. PROOF OF COVERAGE / WAIVE CITY LIABILITY**

Unit employees electing to waive 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.

### **E. OPT-OUT**

Upon proof of other coverage, unit employees may elect to waive the City's medical insurance and use the above allotted single-party flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

### **F. EMPLOYEE SPOUSES / DEPENDENTS NOT ELIGIBLE FOR OPT OUT**

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.

### **G. RE-ENROLLMENT IN CITY MEDICAL INSURANCE PLAN**

## ARTICLE FOUR

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 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 II.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 hired prior to July 1, 2011, and who retired 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
- 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.

"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.

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 after December 31, 2011, 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 up to \$675.32/mo based on plan enrollment for retiree only; and pre-65 spousal/dependent coverage shall be provided up to an additional \$589.47/mo subject to vesting. Vesting for pre-65 spousal/dependent coverage is contingent upon the employees' years of City service. Employees who retire with 6 years of City service shall be eligible to receive 20% of the maximum pre-65 spousal/dependent allowance, and another 20% for each additional year of City service up to 100% of

## ARTICLE FOUR

the maximum dependent allowance after 10 years of City service (i.e. 6 years = 20%, 7 years = 40%, 8 years = 60%, 9 years = 80%, 10 years = 100%).

The City's contribution towards retiree medical insurance shall not increase by more than 4% annually. If the average premium increase of CalPERS Basic (non-Medicare) Los Angeles area medical insurance plans exceeds 4%, any additional amount shall be borne by the annuitant. The average increase in PERS monthly health care premiums shall be calculated by subtracting the average cost of Los Angeles area Basic (non-Medicare) premiums for all available City-offered CalPERS health-care plans for the current year from the average cost of Los Angeles area Basic (non-Medicare) 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 only by that 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. Employees shall only be eligible to receive the City contribution towards retiree medical insurance based on his or her family status at the time of retirement. This amount shall only be increased by up to 4% of the average cost of CalPERS Basic (non-Medicare) Los Angeles area premiums as described above.

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. Mandatory participation is required. 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. CCMG understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

4. 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:



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Upon retirement, employees shall be eligible to receive a City contribution for retiree medical in accordance with Government Code 22892. The City contribution shall be provided until the retiree is Medicare eligible. The City shall contribute an amount not to exceed the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution, as determined by CalPERS on an annual basis. The statutory minimum amount for 2021 is \$143 per month.

In addition to the receipt of the CalPERS statutory minimum as provided in the previous paragraph, 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. Mandatory participation is required. 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. CCMG understands that changes to contributions and/or disbursements from the RHS can change at any time pursuant to federal laws and regulations.

### **I. 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. 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 (55<sup>th</sup>) birthday, shall be eligible for continued coverage under the City's plan.
  - 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 the

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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.
2. 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 Human Resources Department for more information.
3. 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.
4. 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 retiree medical insurance if the unit employee would otherwise have qualified under this section.

### III. **DENTAL INSURANCE**

1. The City shall continue contracting for the current or comparable program. 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.

### IV. **VISION CARE INSURANCE**

1. The City shall continue contracting for the current or comparable program. All unit employees shall be eligible to enroll qualified dependents and will

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

### **V. LIFE INSURANCE**

The City shall continue contracting for the current or comparable program for Term Life Insurance Group coverage of \$50,000.

### **VI. 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.

### **VII. 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 for future medical and dependent care expenses reimbursement is two thousand five hundred dollars (\$2,500), exclusively.

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 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.

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

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

### **VIII. 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. ALLOWANCE**

1. Certain Management employees, as conditions of their employment, are provided annual physical examinations at the City's expense.
2. The City agrees to provide \$500 to each unit employee effective the first full pay period after July 1<sup>st</sup>.
3. The Physical Well-being benefit is recommended to 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.

### **IX. UNIFORMS**

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.

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

### **X. SAFETY EQUIPMENT**

## ARTICLE FOUR

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 safely perform the duties required of the employee's classification.

### **XI. MILEAGE REIMBURSEMENT**

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

### **XII. 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, based upon availability, 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.

### **XIII. TUITION REIMBURSEMENT**

The City agrees to reimburse unit employees up to two hundred fifty dollars (\$250) per applicable accredited college unit, plus the actual costs of books, registration fees and parking permit fees. Applicable procedures and eligibility requirements shall be pursuant to Administrative Policy II-08, as amended or pursuant to subsequent amendments.

### **XIV. 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.

### **XV. ON-DUTY DEATH/FUNERAL BENEFIT**

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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 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.

**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 nine (9) hours leave with pay or equivalent to the actual number of regularly scheduled work day hours.
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)
3. Any one-time special day designated by the President of the United States or the Governor of California requiring the City offices to close.
4. Any day authorized by the City Manager or City Council.



5. 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.
6. 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. 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 the last day of the pay period containing June 30<sup>th</sup> 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 the last day of the pay period containing June 30<sup>th</sup> of the same fiscal year or forfeit it effective the pay period beginning on or after July 1<sup>st</sup> of the next fiscal year ("use it by June 30<sup>th</sup> or lose it").

**V. FLOATING HOLIDAY LEAVE TIME**

Unit employees shall be eligible to receive forty-eight (48) hours of paid Floating Holiday leave time each July. Eight (8) of these hours have been provided in recognition of Cesar Chavez day.

**A. ELIGIBILITY FOR FLOATING HOLIDAY LEAVE**

Employees shall be eligible to receive forty – eight (48) hours of paid Floating Holiday leave annually. Floating Holiday hours taken as time off must be used prior to the first pay check in July. Remaining Floating Holiday balances shall be paid in the first pay check in July and the new accrual bank will be available and eligible for use in the first full pay period that begins after July 1<sup>st</sup>.

Employees hired after July 1<sup>st</sup> shall receive pro-rated floating holiday leave time in proportion to the months remaining within the respective fiscal year calculated from the first day of the month following the date of hire divided

by twelve, rounded to the nearest hour. For example, an employee hired on October 4<sup>th</sup> would be prorated at 8/12<sup>th</sup> (November through June, divided by twelve).

## **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. Vacation leave shall accrue during the first twelve (12) month period, but not be available for use.

### **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).
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:

<b>TABLE OF VACATION LEAVE BENEFITS FOR FULL TIME UNIT EMPLOYEES</b>			
<b>1<sup>st</sup> thru 4<sup>th</sup> Year</b>	<b>5<sup>th</sup> thru 14<sup>th</sup> Year</b>	<b>15<sup>th</sup> thru 20<sup>th</sup> Year</b>	<b>21<sup>st</sup> Year and thereafter</b>
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.

**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. BI-ANNUAL ACCRUAL CASH OUT ELECTION**

**A. ELIGIBILITY**

The City shall provide unit employees' the option to cash out vacation and floating holiday leave banks. Unit employees must maintain a minimum vacation leave bank balance of forty (40) hours in order to be eligible.

**B. PROCEDURE**

Accrual cash outs shall only be permitted each June 1<sup>st</sup> and December 1<sup>st</sup>. Unit employees must submit a written request to the Human Resources Department by December 15th of the prior year designating the number of hours in each leave bank the employee will cash out in the subsequent year. . Upon proper notification, cash out elections shall be included in the paycheck for the first full pay period that includes June 1<sup>st</sup> and December 1<sup>st</sup> as requested.

**VIII. 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.
- 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.
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.

**IX. 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**

- 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:

<b>Sick Leave Accrual Rate</b>		
<b>Bi-weekly Accrual rate</b>	<b>Monthly Accrual rate</b>	<b>Annual accrual rate</b>
4.0 hours (104 hrs / 26 pay periods)	8.667 hours	104 hours

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

- 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, parent or child;
  - Medical or dental appointments;
  - Cases of quarantine; or
  - Where exposure to contagious diseases would endanger the health of other employees.
- Sick leave may be taken in increments of one (1) hour or more.
- Sick leave may not be used for disapproved vacation time.
- The responsibility for proving the validity of a request for sick leave shall be upon the unit employee.
- 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.

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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:

<b>TIER 1: SICK LEAVE PAYOFF AT THREE HUNDRED AND EIGHTY FOUR (384) HOURS</b>			
<b>Bi-weekly Accrual Rate</b>	<b>Tier 1 Maximum Accumulation</b>	<b>Amount of Bi-weekly Sick Leave Payoff @ 50% (Non-PERSable)</b>	<b>Amount of Bi-weekly Sick Leave Accrued @ 50%</b>
4.0 hours	384 hours	2.0 hrs X hourly rate  (1/2 [50%] of bi-weekly accrual rate of 4.0 hours)	2.0 hours
<ul style="list-style-type: none"><li>• The unit employee must maintain at least three hundred and eighty four (384) hours of sick leave accruals.</li><li>• 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.</li></ul>			

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 one hundred percent (100%) of accrued unused sick leave in each subsequent pay period

**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.

**X. PRE-RETIREMENT DISTRIBUTION OF LEAVE ACCRUALS – (NON-PERSABLE)**

1. A unit employee giving 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.



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

**XI. 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 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, 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.

**E. LIMITATIONS**

1. A unit employee who is absent, as a result of compensable injury i, for a period of three (3) days or less, 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.
2. Unit employees receiving IOD payments, salary continuance, and/or temporary disability payments:
  - a. Shall be available for follow-up treatment, diagnosis, therapy, and related matters, unless authorized to leave the area for extenuating circumstances with prior authorization from Risk Management, and
  - b. Shall be required to provide an address and phone number where they can be contacted, if they plan to be away from their residence.
  - c. Shall be required to notify Risk Management immediately upon change of residence and contact information.
  - d. May not receive CalPERS service credit during the time of absence.

**XII. ADMINISTRATIVE LEAVE**

Unit employees currently receive seventy-six (76) hours of Administrative Leave each fiscal year. Upon City Council approval of the MOU, unit employees shall receive an additional twenty (20) hours of Administrative Leave. Nine (9) of these hours have been provided in recognition of Juneteenth (June 19), also known as "Emancipation Day" or "Jubilee Day" commemorating the end of slavery in the United States, and shall be reoccurring each fiscal year. The additional eleven (11) hours shall be a one-time benefit in acknowledgement and appreciation for the additional work efforts created by COVID-19. Therefore, effective July 1, 2021 unit employees shall receive eighty-five (85) hours of Administrative Leave each fiscal year.

Administrative Leave shall be used at the employee's discretion. Administrative Leave time is not accrued and has no cash value. Unused Administrative Leave hours as of June 30 shall be forfeited. In light of COVID-19, the City has agreed to extend the ability of unit employees to use Administrative Leave earned during the Fiscal Year 2019/2020 to June 30, 2021.

Employees hired after July 1<sup>st</sup> shall receive pro-rated Administrative Leave time in proportion to the months remaining within the respective fiscal year calculated from the first day of the month following the date of hire divided by twelve, rounded to the nearest hour. For example, an employee hired on October 4<sup>th</sup> would be prorated at 8/12<sup>th</sup> (November through June, divided by twelve).

**XIII. 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.
5. The City may require verification of the death of a member of the immediate family. Verification may include any printed record or

## ARTICLE FIVE

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 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.

## ARTICLE FIVE

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 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.

**G. VOTING LEAVE**

1. Unit employees shall be permitted leave to vote as required by California Elections Code, 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 or floating holiday time, for School Activity Leave purposes.

**XIV. 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 Human Resources Department.
3. Unit employees and department management must contact 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.

**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
  - The employee's own serious health condition
  - Any qualifying exigency arising out of a spouse, child or parent called to active military duty
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 last date leave is used.

## ARTICLE FIVE

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 required by state and federal law.
5. During the 12-work week FMLA period, the City shall maintain the employee's medical, dental, life and vision care insurance. Employee shall continue to pay monthly contribution to maintain benefits.

### **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 Human Resources 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 the unit employee or family member's health condition.

### **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.



**XV. 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.

**XVI. MAINTAINANCE 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.

**XVII. 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 Human Resources Director.

**XVIII. PAYOFF OF ACCRUALS UPON CHANGE OF BARGAINING UNIT**

1. When a unit employee covered by the terms of this MOU 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 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 in compliance with the accrual levels provided within the new bargaining unit MOU. Employee shall be paid off at his/her CCMG base hourly rate for any accrued leave benefit that exceeds the levels of the new bargaining unit MOU.
3. Thereafter, the employee shall immediately be eligible to accrue such benefits as provided by their new bargaining unit MOU.

**XIX. 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.

**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.

**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.

**XX. 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.
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**

When necessary, the City shall establish seniority lists and, in certain situations, shall inform 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 paragraph "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 the same policies and rules outlined in the Civil Service Rules, but do not have a right of appeal to the Civil Service Commission.
2. Unclassified (at-will) employees shall be subject to the disciplinary process as set forth in Administrative Policy II-16, as amended.

**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, the City Attorney may at his or her sole discretion, prior to recommending any settlement of the litigation to the City Council, 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 at any session at which the settlement is to be discussed.

**ARTICLE SEVEN**

**GENERAL PROVISIONS**

**I. TERM OF MEMORANDUM OF UNDERSTANDING**

This MOU shall be effective July 1, 2020 and together with all the terms, conditions and effects thereof, shall expire as of midnight on June 30, 2021.

**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.
3. Unit employees appointed to exempt or Unclassified positions are not subject to the protections afforded Classified employees in regard to regular

## ARTICLE SEVEN

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 salary adjustments for 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.
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**

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.

**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 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.