

RESOLUTION NO. 2016-R 023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING AND ADOPTING A SIDE LETTER OF AGREEMENT WITH THE CULVER CITY FIREFIREFIGHTERS ASSOCIATION LOCAL 1927, AFL-CIO.

WHEREAS, the Culver City Fire Firefighters Association Local 1927, AFL-CIO (CCFFA) representatives and Culver City (City) representatives have met and conferred and executed a "Master" Memorandum of Understanding; and

WHEREAS, the City Council of the City of Culver City approved and adopted the Memorandum of Understanding on June 22, 2015; and

WHEREAS, the City and CCFFA have mutually agreed to amend the adopted 2015 – 2019 Memorandum of Understanding; and

WHEREAS, representatives of the City and CCFFA have met and conferred in good faith and have reached tentative agreement on a Side Letter of Agreement attached hereto as Exhibit A and made a part hereof.

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

1. The City Manager shall be authorized to execute and implement the terms and conditions of the Side Letter of Agreement attached hereto as Exhibit A and made a part hereof.

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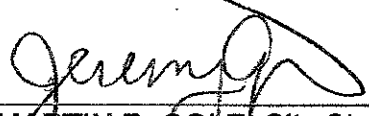
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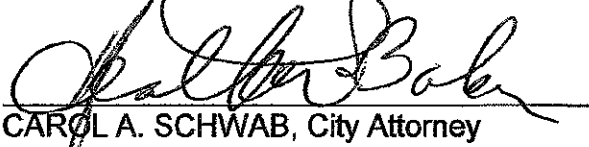
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2. The City Manager and Chief Financial Officer are authorized to adjust the budget and the records of employees necessary to pay the salaries and costs related to the terms of the Side Letter of Agreement.

APPROVED and ADOPTED this 28 day of March 2016.


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

ATTEST:

MARTIN R. COLE, City Clerk
Jeremy Edeen,
A16-00262
Deputy City Clerk

APPROVED AS TO FORM:

CAROL A. SCHWAB, City Attorney

SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY FIREFIGHTERS' LOCAL 1927, AFL-CIO

Representatives of the City of Culver City ("City") and the Culver City Firefighters' Local 1927, AFL-CIO ("CCFF") (collectively "Parties") have met and conferred and reached agreement on this Side Letter of Agreement to the 2014 – 2019 Memorandum of Understanding ("MOU"). This Side Letter of Agreement is not intended to supersede any of the other terms and conditions of employment contained in the MOU unless specifically mentioned herein. The following provisions of this Side Letter of Agreement represent the mutual understanding and consent of both parties.

1. Article Three, Section VI is amended as specified in Attachment "A" attached hereto.
2. This Side Letter of Agreement shall be incorporated into and made part of the parties Memorandum of Understanding.

This Side Letter of Agreement is executed on March 28, 2016.

FOR THE CITY:



John M. Nachbar, City Manager

FOR CCFF:



David Rindels, President

VI. OVERTIME COMPENSATION

G. FILMING AND SPECIAL EVENT ASSIGNMENTS

Unit employees shall be required to work overtime assignments to provide public safety for filming and other special events taking place within the Culver City boundaries in accordance with Culver City Municipal Codes § 11.14.035 and § 17.520.030 (Filming and Special Event Overtime Assignments).

When needed, Filming and Special Event Overtime Assignments shall be assigned by the Fire Chief or designee. Said overtime assignments shall be offered, assigned, and distributed in an equitable and impartial manner to the extent possible, and distributed in an equitable and impartial manner to the extent possible, utilizing the Telestaff system. If there are an insufficient number of unit employees available to work the overtime assignment, the Fire Chief or designee may order unit employees to work said assignment to fill this need.

1. COMPENSATION

Unit employees assigned to work Filming and Special Event Overtime Assignments shall receive overtime compensation as follows:

Filming Assignments		Special Event Assignments	
Monday – Friday	1.5 x 40- hour regular rate of pay	Monday – Friday	1.5 x 40- hour regular rate of pay
Saturday – Sunday, recognized holidays and weekday assignments beyond 12 hours	2 x 40- hour regular rate of pay	Saturday – Sunday, recognized holidays and weekday assignments beyond 12 hours	2 x 40- hour regular rate of pay
8-hours minimum per assignment		6-hours minimum per assignment	
For assignments cancelled within 24-hours, unit employees shall receive 4 hours		For assignments cancelled within 24-hours, unit employees shall receive 4 hours	

2. LIMITATIONS

- a. Unit employees are prohibited from being considered for any Filming or Special Event Overtime Assignment while on any Leave of Absence from the City.
- b. All hours worked on Filming and Special Event Overtime Assignments shall not be counted for the purposes of establishing further overtime eligibility.
- c. Unit employees shall be precluded from accruing Compensatory Time when assigned to work Filming or Special Event Assignments.