

MEETING DATE 7/11/05

AGENDA ITEM Approval of a Side-Letter Contract Amendment Agreement
between the City and the Culver City Firefighters Local
1927 AFL-CIO and Adoption of a Resolution to Amend the
2001 – 2004 Memorandum of Understanding

ATTACHMENTS

1 Resolution and Exhibit A

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RESOLUTION NO 2005-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CULVER CITY CALIFORNIA APPROVING A SIDE LETTER
CONTRACT AMENDMENT TO THE CURRENT 2001 – 2004
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF CULVER CITY AND THE CULVER CITY FIREFIGHTERS
LOCAL 1927, AFL-CIO

WHEREAS the Culver City Firefighters employee representatives and
City representatives have met and conferred and agreed on a side letter contract
amendment to the current 2001 – 2004 Memorandum of Understanding between the
City of Culver City and the Culver City Firefighters Local 1927, AFL-CIO

NOW, THEREFORE, the City Council of the City of Culver City, California,
DOES HEREBY RESOLVE as follows

The current 2001 - 2004 Memorandum of Understanding between the City
of Culver City and the Firefighters Local 1927 AFL-CIO, article IV – 4 Sick Leave,
subsection (C) is hereby amended as set forth in Exhibit “A”

APPROVED and ADOPTED this _____ day of _____ 2005

ALBERT VERA, Mayor
City of Culver City California

ATTEST

APPROVED AS TO FORM

CHRISTOPHER ARMENTA
City Clerk

CAROL A SCHWAB
City Attorney

EXHIBIT "A"

SIDE LETTER AGREEMENT TO 2001-2004 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CULVER CITY AND CULVER CITY FIREFIGHTERS LOCAL 1927, AFL-CIO EFFECTIVE UPON CITY COUNCIL APPROVAL

This side letter memorializes an agreement reached between the City of Culver City ("City") and the Culver City Firefighters Local 1927, AFL-CIO ("Union") to reflect agreed upon amendments to Article IV – Sick Leave, of the 2001-2004 Memorandum of Understanding ("MOU") entered into between the City and Union. All other terms and conditions of the existing MOU and/or side letters shall remain in full force and effect. The City and Union agree that this side letter agreement shall be incorporated into all future Memoranda of Understanding between both parties, unless modified or removed in writing by mutual agreement of the parties.

Article IV – 4 – Sick Leave, subsection (C) shall now read

- C Effective December 1, 1989, the excess time account balance of any covered employee who has, as of that date, more than 720 hours (1080 for 56-hour week suppression employees) of accrued sick leave shall be capped at that amount. Employees with an excess accrual of sick leave shall be entitled to retain that balance, without additional accruals, until the balance is reduced by usage to less than 720 hours (1080 for suppression). That balance shall be usable for all sick leave purposes, including pre-retirement distribution and payoff upon separation or retirement.

Employees with an accrual balance of less than 720 hours (1080 for suppression) shall be limited to a maximum cap of 720 hours (1080 for suppression) as of December 1, 1989 and thereafter.

- 1 When an employee has accumulated 384 hours for 40-hour week employees (576 hours for 56-hour week suppression employees) of unused sick leave credit, he/she will, thereafter, be paid in each pay period for one-half of the unused sick leave accrued in that

period. Such payments shall not be considered compensation or compensation earnable (i.e., they are Non-PERSable) for the purposes of PERS calculations. The remaining one-half will then be accumulated as additional sick leave credit until an overall total of 720 hours (1080 hours for 56-hour week employees) sick leave credit has been accumulated. Upon reaching the maximum accrual, the employee shall thereafter be paid full value (100%) for all the unused sick leave time accrual in each pay period that the employee's sick leave time accrual remains above 720 hours (40-hour per week employees) and above 1080 hours (56-hour per week suppression employees). Such payments shall not be considered compensation or compensation earnable (i.e., they are Non-PERSable) for the purposes of PERS calculations. The Union and City specifically acknowledge that the increase in the maximum bi-weekly payoff from three-quarters (75%) to full value (100%) is in settlement of a grievance filed in April 2004 and is given in exchange for a release of any and all claims by the Union that any of the sick leave payoffs described in this section are PERSable and reportable to PERS as compensation earnable.

2. Employees eligible for accrual or payoff under this provision may elect annually, on or before December 1 of each year, to accrue or be paid during the following calendar year. Once an election has been made it shall continue from year to year unless changed in writing to be effective the following January, or until the employee's accrual maximum has been reached.

It is the understanding of the City and Union that this side letter is of no force or effect whatsoever unless and until adopted by resolution of the City Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this side letter to the MOU this _____ day of July, 2005

Culver City Firefighters
Local 1927, AFL-CIO

City of Culver City

By _____
Joe Zimmerman, President
APPROVED AS TO FORM

By _____
Jerry Fulwood,
Chief Administrative Officer

Silver, Hadden & Silver

By _____
Robert Wexler
Attorneys for Culver City Firefighters
Local 1027, AFL-CIO

Liebert Cassidy Whitmore

By _____
Steven M. Berliner
Attorneys for City of Culver City