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

4
5 APPROVED and ADOPTED this _____ day of _____ 2016.
6

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8 _____
MICHEÁL O'LEARY, MAYOR
City of Culver City, California
9

10
11 ATTEST:

APPROVED AS TO FORM:

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13 _____
MARTIN R. COLE, City Clerk

14 _____
CAROL A. SCHWAB, City Attorney

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ATTACHMENT "A"

SIDE LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY FIRE MANAGEMENT GROUP

Representatives of the City of Culver City ("City") and the Culver City Fire Management Group ("FMG") (collectively "Parties") have met and conferred and reached agreement on this Side Letter of Agreement to the 2015 – 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 III 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 __, 2016.

FOR THE CITY:

FOR FMG:

John M. Nachbar, City Manager

Michael Nagy, President

ATTACHMENT "A"

III. SUPPLEMENTAL COMPENSATION

D. FILMING AND SPECIAL EVENT ASSIGNMENTS

As specified in Article Three Section I. A. Fire Management is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Notwithstanding, unit employees that hold the permanent classification of Battalion Chief as of the effective date of the side letter agreement adopting this section shall be assigned 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 § 17.520.015.

Filming and Special Event assignments shall be assigned by the Fire Chief or designee. Said assignments shall be offered, assigned, and distributed in an equitable and impartial manner to the extent possible, utilizing Telestaff.

1. COMPENSATION

Unit Employees assigned to work such assignments shall receive overtime compensation as follows:

<u>Filming Assignments</u>		<u>Special Event Assignments</u>	
Monday – Friday	One and one-half times Hourly Rate*	Monday – Friday	One and one-half times Hourly Rate*
• Saturday – Sunday • Weekday assignments beyond 12 hours	Double times Hourly Rate*	• Saturday – Sunday • Weekday assignments beyond 12 hours	Double times Hourly Rate*
8-hours minimum per assignment		6-hours minimum per assignment	
24-hour cancellation = 4 hour minimum		24-hour cancellation = 4 hour minimum	

* Hourly Rate shall be defined as the base hourly pay rate of Fire Captain times the Emergency Medical Technician (EMT) Certificate and the Firefighter II Certificate rates.

2. LIMITATIONS

- a. Battalion Chiefs are prohibited from being considered for any Filming or Special Event Overtime Assignment while on any Leave of Absence from the City.
- b. Battalion Chiefs shall receive overtime compensation when assigned to work Filming and Special Event assignments. Nonetheless, overtime compensation for said assignments shall not change the unit employee's exempt status under the FLSA.
- c. Unit employees promoted to a probationary or permanent Battalion Chief classification after the effective date of the side letter agreement adopting this section shall be precluded from receiving overtime compensation for

ATTACHMENT "A"

participating in any filming and special event assignment. He/she may be assigned filming and special event assignments as part of his/her regular duties.

DRAFT