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2. The Chief Financial Officer and the City Manager 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 amended Master Memorandum of Understanding.

APPROVED and ADOPTED this _____ day of _____ 2018.

THOMAS AUJERO SMALL, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

JEREMY GREEN, City Clerk

CAROL A. SCHWAB, City Attorney

A18-00676

SIDE LETTER AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY POLICE OFFICERS' ASSOCIATION

Representatives of the City of Culver City ("City") and the Culver City Police Officers' Association ("CCPOA") (collectively "Parties") have met and conferred and have agreed to the following amendments to the current July 1, 2014 – June 30, 2019 Memorandum of Understanding ("MOU") between the parties. All other terms and conditions of the MOU for July 1, 2014 – June 30, 2019 shall remain in force and effect, except as to the specific changes as stated below.

1. Article Two, Section XIID is deleted, as specified in Attachment "A" attached hereto.
2. Article Five, Section III.C.2 is amended as specified in Attachment "B" attached hereto.
3. This Side Letter of Agreement shall be incorporated into and made part of the Parties Memorandum of Understanding.

The Side Letter is subject to ratification by the CCPOA membership and approval by the City Council. Each party warrants that each person below has the authority to execute this Agreement on behalf of their constituents. Except for the terms provided above, the current MOU shall remain in effect.

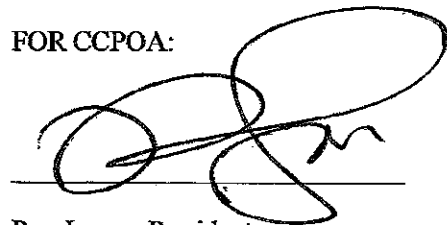
This Side Letter of Agreement is executed on August 21, 2018.

FOR THE CITY:



John M. Nachbar, City Manager

FOR CCPOA:



Roy Lopez, President

XIII. BILINGUAL PAY

A. PURPOSE

1. The purpose of bilingual pay is to compensate unit employees who provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community. The current languages are Arabic, Farsi and Spanish.
2. This service is provided through unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community. The level of proficiency shall be "conversational" in the applicable language.

B. QUALIFICATION

1. The Human Resources Department will conduct proficiency tests, as needed, in designated language(s) as described in "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 plus POST.

Pursuant to the California Code of Regulations (CCR) Section 571, Bilingual Pay shall be reported to CalPERS as special compensation under the category of Special Assignment Pay – Bilingual Premium.

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 bilingual assignment pay for such time taken.~~
- ~~2. Vacation, floating holidays or comp time leave taken while on translator assignment pay service shall not be paid bilingual assignment pay.~~

III. IN-LIEU OF HOLIDAYS

A. BI-WEEKLY ACCRUAL RATE

Unit employees shall be credited with leave in-lieu of holidays, to be accrued each bi-weekly pay period on a pro-rata annual basis, as follows:

<u>Bi-weekly accrual rate</u>	<u>Annual accrual rate</u>	<u>Maximum accrual rate</u>
4.31 hours (112 hours / 26 pay periods)	112 hours (26 pay periods X 4.31 hours)	112hours

B. ACCRUAL BALANCE NOT TO EXCEED MAXIMUM ANNUAL IN-LIEU OF HOLIDAYS

1. A balance not to exceed the maximum annual accrual of one hundred and twelve (112) hours of in-lieu holidays may be maintained by the unit employee.
2. Accruals which would exceed this maximum balance will be paid to the affected employee as accrued.

C. ONE-TIME ANNUAL ELECTION – 112 HOURS (NON-PERSABLE)

1. ELIGIBILITY

The City will permit unit employees a one-time annual election each fiscal year to cash out up to one hundred and twelve (112) hours of Holiday In-lieu time at each unit employee's base hourly rate (non-PERSable).

2. CASH-OUT OPTION

Eligible unit employees requesting to cash out Holiday In-Lieu time must provide a written request to the Human Resources Department ~~a minimum of thirty (30) calendar days~~ This request must be submitted prior to the HR payroll deadline for the pay period in which the payout is being requested-pay date.

3. CONVERSION TO DEFERRED COMPENSATION

Eligible unit employees requesting to convert Holiday In-Lieu time to their deferred compensation plan must do so during a quarterly open enrollment period for Deferred Compensation.

4. LIMITATION

At no time shall a unit employee be permitted to receive, in any fiscal year, an excess of one hundred and twelve (112) hours of Holiday In-lieu time through bi-weekly payoff, leave time and/or annual cash out option.