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WHEREAS, the Culver City Police Officers Association (CCPOA) representatives and Culver City (City) representatives have met and conferred and executed a “Master” Memorandum of Understanding; and

WHEREAS, City and CCPOA have mutually agreed to amend the adopted 2019 – 2022 Memorandum of Understanding; and

WHEREAS, representatives of City and CCPOA 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:

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


5
6 APPROVED and ADOPTED this _____ day of _____, 2022.
7

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9 _____
10 DR. DANIEL LEE, Mayor
11 City of Culver City, California

12 ATTEST:

13 APPROVED AS TO FORM:

14 _____
15 JEREMY BOCCHINO, City Clerk

16 
17 _____
18 HEATHER BAKER, City Attorney

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A22-00041

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF CULVER CITY AND
AND THE CULVER CITY POLICE OFFICERS ASSOCIATION**

The City of Culver City ("City") and The Culver City Police Officers Association ("POA") (collectively, the "Parties") entered into a Master Memorandum of Understanding ("MOU") that commenced on July 1, 2019, and expires on June 30, 2022.

The MOU contains a Holiday-In-Lieu provision at Article Five. The Parties met and conferred in good faith and determined that Article Five, Sections III (B)(2) and III(C)(1) needs to be modified retroactively to October 9, 1989, which includes time when POA was known as Culver City Police Relief Association, in order to accurately reflect the Parties' intent that cash outs of holiday time are to be made at the employee's base salary at the time of the cash out plus the employee's Peace Officer Standards and Training ("POST") pay at the time of the cash out per Article Two, Section XI of the MOU.

In order to effectuate the Parties' intent, Article Five, Sections III (B)(2) and III(C)(1) shall be modified to read as follows:

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

2. Accruals which would exceed this maximum balance will be paid to the affected employee as accrued, at the employee's base hourly rate plus the employee's Peace Officer Standards and Training ("POST") pay at the time of the cash out per Article Two, Section XI of the MOU.

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 plus the employee's Peace Officer Standards and Training ("POST") pay at the time of the cash out per Article Two, Section XI of the MOU (non-PERSable).

The MOU shall remain in full force and effect except to the extent modified by this Side Letter of Agreement. This Side Letter of Agreement shall not be effective until ratified by the City Council and the membership of the POA. Upon ratification, it shall be incorporated into the MOU immediately and will be effective retroactively to October 9, 1989, which includes time when POA was known as Culver City Police Relief Association.

For the City of Culver City:

The Culver City Police Officers Association:

City Manager

POA President