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WHEREAS, the Culver City Employees Association (CCEA) is the recognized bargaining unit for employees within the classification of Safety Services Communications Operator and are authorized to negotiate matters affecting wages, hours, terms and conditions of employment for said employees; and

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 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 Letter of Agreement.

4 APPROVED and ADOPTED this _____ day of _____ 2016

5
6
7 _____
JIM B. CLARKE, MAYOR
City of Culver City, California

8
9 ATTEST:

APPROVED AS TO FORM:

10
11 _____
JEREMY GREEN, Deputy City Clerk

12 _____
CAROL A. SCHWAB, City Attorney

13 A16-00887

LETTER OF AGREEMENT

between

CITY OF CULVER CITY

and

CULVER CITY EMPLOYEES ASSOCIATION

Representatives of the City of Culver City ("City") and the Culver City Employees Association ("CCEA") (collectively "Parties") have met and conferred and reached agreement on the decision and impact of outsourcing the City's emergency dispatch services. This Letter of Agreement ("Agreement") is not intended to supersede any of the terms and conditions of employment contained in the CCEA 2014-2017 Memorandum of Understanding ("MOU") unless specifically mentioned herein. The Parties agree that this Agreement, including attachments referenced and attached herein, shall constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, discussions, and representations concerning the subject matter hereof are merged herein. There are no agreements, discussions, or representations, expressed or implied, between the Parties regarding the subject matter hereof, except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by the contracting parties. The following provisions of this Agreement, including Attachment "A", represent the mutual understanding and consent of both parties.

1. The City proposes to contract out the following services currently performed by City employees to South Bay Regional Public Communications Center ("RCC" or "Contracting Agency"):
 - Fire and Police Emergency Dispatch Services (911)
 - Installation and maintenance of in-car radios, light bars, cameras, and computers in Fire and Police emergency vehicles
 - Vehicle buildout of in-car radios, light bars, cameras and computers, and repairs related to, shall be the responsibility of RCC, including:
 - All emergency lighting (including but not limited to light bars) and controllers
 - Radios & PA system
 - Sirens
 - Computers, cameras, monitors, and mounting
 - Consoles
 - Gun locks & mounts
 - Partitions
 - Prisoner seating
 - Push bars
 - Trunk trays
 - K-9 equipment for dogs which includes cage, temp control, and Ray Allen system

- All repairs (unrelated to buildout) and routine maintenance on all City vehicles will continue to be performed by Fleet Services
 - Initial diagnostic of all city vehicles will continue to be performed by Fleet Services
 - Transporting vehicles to RCC, or other designated locations, for repairs related to buildout will be the responsibility of Police and Fire Department personnel
2. The City agrees that outsourcing the current fleet duties of installing and maintaining in-car radios, light bars, cameras and computers to the RCC shall not have an effect on the staffing levels within the Fleet Services Division.
 3. The City agrees that outsourcing to the RCC shall not have an effect on the staffing levels of the Communications Technicians.
 4. The City agrees that it shall continue to provide the local radio e-trigger, with all the current functions and capabilities, for all unit members who currently have access.
 5. Employees within the classification of Safety Service Communications Operator shall be offered vacant, budgeted positions. Employees shall not be required to serve a new probationary period and will be provided with a y-rate in accordance with City Policy. Should more than one employee express interest in and meet the minimum qualifications for the same position, seniority preference and displacement rights shall be given in accordance with Civil Service Rule 14. The following employees shall be placed within these respective classifications effective upon full transition to RCC.

| <u>Name</u> | <u>Classification</u> |
|------------------------|------------------------------|
| Donna Piacentini | Property Technician |
| Jaysen Plowman | Jailer |
| Danielle Michel (Bell) | Police Records Technician |
| Jessica Murphy | Police Records Technician |

6. City shall provide a CalPERS Two-Year Additional Service Credit benefit ("Golden Handshake") to all eligible employees within the classification of Safety Services Communications Operator who retire within the 90-day window period between February and April 2017.
7. Employees within the classification of Safety Services Communications Operator, who meet the minimum qualifications established by the Contracting Agency and who pass a comprehensive background check, shall be provided with the starting hourly rate indicated on the following chart, which is commensurate with his/her current hourly rate. These rates are inclusive of the Special/Extra Compensation items included below. Said

employees shall be subject to a 15-month probationary period in accordance with Contracting Agency policy. Employees shall be considered for rehire with the City of Culver City within 15-months of separation in accordance with City policy, with the exception of those employees that have been terminated from the Contracting Agency for disciplinary reasons. Employees shall be allowed reasonable City time to complete pre-employment requirements.

- Special/Extra Compensation to be included in the calculation of the employee's salary step placement:
 - Jail Assignment Pay
 - Night Shift Differential Pay
 - Longevity Pay (both for employees hired prior to Nov 2011 and pay based on years of continuous service)

| st Name | First Name | Hourly Rate | Longevity % | Longevity \$ | Jail | Night Shift | CC Hrly Rate | RCC Step/Hrly Rat |
|---------|------------|-------------|-------------|--------------|------|-------------|--------------|-------------------|
| ADFORD | JASON | 30.8037 | 0.6161 | 0.5770 | N/A | | \$31.9968 | C \$33.4774 |
| 3SON | MALCOLM | 30.8037 | 0.6161 | N/A | N/A | 1.5402 | \$32.9600 | C \$33.4774 |
| AIR | COLLEEN | 30.8037 | N/A | N/A | Yes | | \$31.1887 | B \$31.9378 |
| LSON | BRET | 30.8037 | 0.6161 | 0.5770 | N/A | | \$31.9968 | C \$33.4774 |

8. Employees within the classification of Safety Services Communications Operator who separate from the City shall be permitted to cash out (or convert into a deferred compensation account at employee's choice) 100% cash value of all accrual banks.
9. City shall provide 1-week of base pay and benefits for each year of City service to Safety Services Communication Operators who do not choose any of the aforementioned continuing employment or retirement options. Eligible employees shall have the ability to exercise this option upon full approval of this Agreement.
10. The City shall provide CCEA with an opportunity to review the draft contract with the Contracting agency prior to execution.

This Letter of Agreement is executed on October ____, 2016.

FOR THE CITY:

FOR CCEA:

John M. Nachbar, City Manager

Scott Newton, President