

1 **RESOLUTION NO. 2021-R**

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY
4 OF CULVER CITY, CALIFORNIA, APPROVING AND
5 ADOPTING A MASTER MEMORANDUM OF
6 UNDERSTANDING WITH THE CULVER CITY POLICE
7 RESO-OFFICERS' ASSOCIATION

8 WHEREAS, the Culver City Police Officers' Association employee
9 representatives and City representatives have met and conferred and executed a
10 revised Master Memorandum of Understanding.

11 NOW, THEREFORE, the City Council of the City of Culver City, DOES
12 HEREBY RESOLVE AS FOLLOWS:

13 1. The revised Master Memorandum of Understanding, a copy of
14 which is attached hereto and made a part hereof, is hereby approved for the period
15 July 1, 2019 through June 30, 2022.

16 2. The City Manager and Chief Financial Officer are hereby
17 authorized to adjust the budget and the records of employees necessary to pay the
18 salaries and costs related to the terms of the approved revised Master Memorandum of
19 Understanding.

20 APPROVED and ADOPTED this ____ day of February 2021.

21
22 _____
23 ALEX FISCH, Mayor
24 City of Culver City, California

25 ATTEST:

26 APPROVED AS TO FORM:

27 _____
28 JEREMY GREEN, City Clerk

29 
30 _____
31 CAROL A. SCHWAB, City Attorney

LETTER OF 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 ("POA") (collectively "Parties") have met and conferred and reached agreement on this Letter of Agreement to the 2019 – 2022 Memorandum of Understanding ("MOU"). This 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 Letter of Agreement represent the mutual understanding and consent of both parties.

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

This Letter of Agreement is executed on January 4, 2021.

FOR THE CITY:



John M. Nachbar, City Manager

FOR POA:

 *CULVER CITY POLICE ASSOCIATION PRESIDENT*

Ryan Thompson, President

XIV. LATERAL INCENTIVE AND EMPLOYEE REFERRAL PROGRAM

A. PURPOSE

The Lateral Incentive and Employee Referral Program (LIERP) has been established as a means of attracting well-qualified employees from other agencies for the position of Police Officer. This program will assist with the City's recruitment and retention efforts.

B. QUALIFICATION

1. Candidates must possess a Basic POST Certification and served a minimum of 12 months in a sworn position with a California law enforcement agency, currently or within the previous 12 months. All candidates must have successfully completed a probationary period with the former or current law enforcement agency.
2. Unit members may refer a candidate who meets the criteria established in Article Two, Section XIV.B.1. Any referral must be submitted via chain of command. Approval shall be at the sole discretion of the Bureau Commander and is not subject to appeal.

C. COMPENSATION

1. Lateral Police Officers hired under the LIERP shall receive \$5000 upon successful completion of a one-year probationary period.
2. Unit members that refer a Lateral Police Officer who successfully completes a one-year probationary period shall receive \$1000.

D. LIMITATIONS

1. Unless approved by the Chief of Police, former Culver City Police Department Police Officers shall not be eligible to participate in LIERP.
2. Unit members assigned to the Personnel & Training Section shall not be eligible to participate in LIERP.

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:

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

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

Effective January 1, 2020, in order to comply with IRS rules regarding Constructive Receipt, eligible unit employees requesting to cash out Holiday In-Lieu time must provide a written request to Human Resources by December 15th of the prior year designating the amount of Holiday In-Lieu leave the employee will cash out in the subsequent year. An employee may elect to receive the cash out in any pay period, but the request must be submitted prior to the HR payroll deadline for the pay period in which the payout is being requested. ~~An employee who fails to submit their annual election form is deemed to have requested the maximum cash-out of 112 hours in the first pay period in December.~~

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.