

RESOLUTION NO. 2011-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
AND THE MUNICIPAL EMPLOYEES' ASSOCIATION (MEA), BY ADOPTING THE
SIDE LETTER OF AGREEMENT**

WHEREAS, the City of Huntington Beach elects to implement a holiday closure for the period December 27, 28, 29, and 30, 2011, which will result in City Hall and other City of Huntington Beach operations being closed to the public over the entire closure period; and

WHEREAS, on November 19, 2007, the City Council of Huntington Beach adopted Resolution No. 2007-85 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Municipal Employees' Association (MEA);

Subsequent to the adoption of the MOU, the City of Huntington Beach and MEA agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and MEA ("Side Letter Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference. The Side Letter Agreement pertains to Holiday Closure (UPDATED).

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

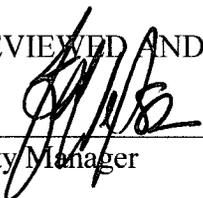
- Section 1. The Side Letter Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter Agreement amends the MOU between the City of Huntington Beach and MEA.
- Section 3. Resolution No. 2011-79 and The Side Letter Agreement attached thereto as Exhibit A is repealed.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 21st day of November, 2011.



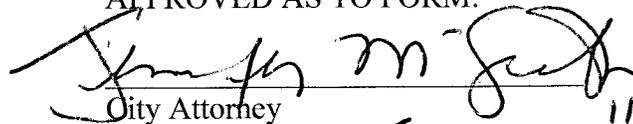
Mayor

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney 11.9.11

INITIATED AND APPROVED:



Director of Human Resources

City of Huntington Beach
SIDE LETTER AGREEMENT

Representatives of the Municipal Employees' Association ("MEA") and the City of Huntington Beach ("CITY") hereby agree to the following terms related to the MEA MOU with respect to the following:

Article IX – HOURS OF WORK/OVERTIME

A. Work Schedule

4. Holiday Closure

- i. December 27, 28, 29, 30, 2011, will be known and referred to as "Holiday Closure" for the dates specified.
- ii. Employees will not report to work during the "Holiday Closure" and may be required to take up to thirty-six (36) hours of time off (dependent upon the employee's work schedule). Full time (40 hours per week) employees will be required to take 2 days/18 hours as FURLOUGH (unpaid time) for the closure period. Less than full time employees will be required to take a proportional equivalent as FURLOUGH (unpaid time) based upon a proportional percentage of full time employment (e.g. 75%/50%).
- iii. Employees must elect time off without pay (2-days furlough), and employees may use approved leave accruals (general leave or compensatory time) to account for the remaining time away from work during the "Holiday Closure".
- iv. The City may require or permit, at the discretion of the department head, certain employees to work a regular or partial schedule on one or more of the "Holiday Closure" days. (12/27/11, 12/28/11, 12/29/11, 12/30/11).
- v. MEA and the City agree to develop implementation language regarding Holiday Closure for December 2012, by not later than May 1, 2012.

Time Accounting

- i. Members of this unit will be required to account via payroll, for the appropriate time associated with the "Holiday Closure".
- ii. The payroll accounting of the "Holiday Closure" will include, but is not limited to, furlough, use of approved leave accruals (general leave or compensatory time) or alternative equivalent time taken in-lieu of the specific "Holiday Closure" dates referenced herein. Payroll accounting for the "Holiday Closure" not specifically listed herein must be approved by the City Administrator or designee.
- iii. Employees required or permitted to work during any period of the "Holiday Closure" will be paid their regular salary for the hours worked, and will be required to account for all remaining "Holiday Closure" hours via furlough, use of approved leave accruals (general leave or compensatory time), or alternative equivalent time taken in-lieu of the specific "Holiday Closure" dates worked.

- iv. The payroll accounting methods listed herein may be used in any approved combination for a period not to exceed six-months or the end of the pay period ending July 06, 2012, whichever is later.
- v. Employees without adequate leave accruals may borrow against future accruals earned – up to and including time accrued as of the end of the pay period ending July 06, 2012.
- vi. All “Holiday Closure” hours are to be accounted for via payroll within six-months or the end of the pay period ending July 06, 2012.
- vii. Any “Holiday Closure” hours not voluntarily accounted for via payroll as of the end of the pay period ending July 06, 2012, shall be accounted for in the following order until a zero-balance is achieved:
 - 1. Furlough Hours
 - 2. General Leave
 - 3. Compensatory Time
- viii. Employees separating from City service must reconcile all unaccounted “Holiday Closure” hours at time of separation. Time will be accounted for in the following order until a zero-balance is achieved:
 - 1. Furlough Hours
 - 2. General Leave
 - 3. Compensatory Time
- ix. Payroll accounting of the “Holiday Closure” by furlough shall not impact service for purposes of seniority, shall not affect probationary periods, and shall not affect health or retirement benefits.

b. Scheduling - New Years Day – Flex Day/Holiday Substitute

Employees assigned to Schedule A flex schedule may select an alternative flex day in lieu of Friday, December 30, 2011, within the pay period of 12/24/11 – 01/06/12. The alternative flex day may not include 12/27/11, 12/28/11, 12/29/11 or 12/30/11.

- i. All provisions pursuant to MEA MOU Exhibit E – Leave Benefits 4(a) and 4(b) shall apply.
- ii. All provisions pursuant to MEA MOU Exhibit F – Leave Benefits 4(a) and 4(b) shall apply.

Side-Letter Implementation

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters nor Article XIV-Miscellaneous (A) – Grievance Arbitration, or otherwise appealed either administratively or in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this SIDE LETER AGREEMENT to be executed by and through their authorized officers on

NOVEMBER 21, 2011.
Huntington Beach
Municipal Employees' Association

City of Huntington Beach



Gregorio Daniel
Teamsters 911

Dated: 11/17/11



Judy Demers
MEA President

Dated: 11/17/11



Fred A. Wilson
City Manager

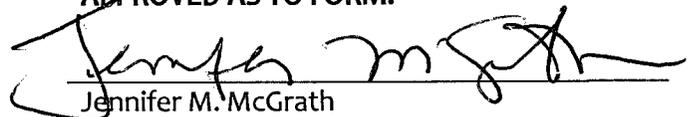
Dated: _____



Michele Carr
Director of Human Resources

Dated: _____

APPROVED AS TO FORM:



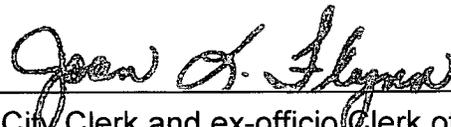
Jennifer M. McGrath
City Attorney

Dated: 11.9.11

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **November 21, 2011** by the following vote:

AYES: Shaw, Harper, Hansen, Carchio, Bohr, Dwyer, Boardman
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California