

RESOLUTION NO. 2009-73

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 28, 29, 30, and 31, 2009, 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.

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.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 16th day of November 2009.



Mayor

REVIEWED AND APPROVED:



City Administrator

INITIATED AND APPROVED:



Director of Human Resources

APPROVED AS TO FORM:



City Attorney

11/9/09
MV-11-9-09

**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 28, 29, 30, 31, 2009, will be known and referred to as "Holiday Closure" for the dates specified.
- ii. Employees will not report to work during the designated "Holiday Closure" and may be required to take up to thirty six (36) hours of time off (dependent upon the employee's work schedule).
- iii. Employees may elect time off without pay (furlough) or employees may use approved leave accruals (general leave or compensatory time) to account for the 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 (12/28/09, 12/29/09, 12/30/09 and 12/31/09).

a. 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 pay period July 9, 2010, 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 9, 2010.

- vi. All "Holiday Closure" hours are to be accounted for via payroll within six-months or the end of the pay period ending July 9, 2010.
 - vii. Any "Holiday Closure" hours not voluntarily accounted for via payroll as of the end of the pay period ending July 9, 2010, shall be accounted for in the following order until a zero-balance is achieved:
 - 1. General Leave
 - 2. Compensatory Time
 - 3. Furlough Hours
 - 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. General Leave
 - 2. Compensatory Time
 - 3. Furlough Hours
 - 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 and employees with 4/10 Tuesday – Friday flex schedule may select an alternative flex day in lieu of Friday, January 1, 2010, within the pay period of 12/26/2009 – 01/08/10. The alternative flex day may not include 12/28/09, 12/29/09, 12/30/09 or 12/31/09.
- 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.

F. Acting Assignment

- i. Acting assignments are not intended to exceed six (6) months unless extraordinary circumstances warrant an extension as recommended and approved by the Human Resources Director.
- ii. An acting assignment is not anticipated to exceed one (1) year nor shall it be considered a reclassification or a promotion.
 - a. However, an acting assignment may be extended for an additional period of up to one (1) year, for a total of two (2) years should conditions substantiate the need for an additional extension of time. [This provision {F(ii).(a.)} shall expire as of June 30, 2011].
- iii. Employees on acting assignment obtain no property rights in the acting assignment and may be returned to their regular position at any time.

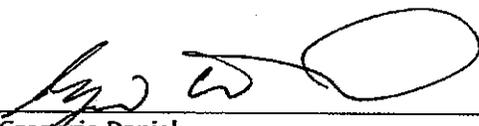
Side-Letter Implementation

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 LETTER AGREEMENT to be executed by and through their authorized officers on NOVEMBER 16, 2009.

**Huntington Beach
Municipal Employees' Association**

City of Huntington Beach



Gregorio Daniel
Teamsters 911



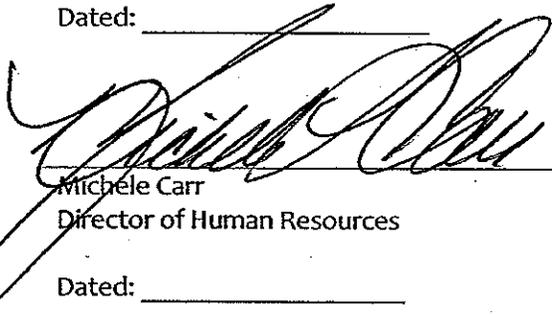
Fred A. Wilson
City Administrator

Dated: 11/12/09

Dated: _____



Judy Demers
MEA President

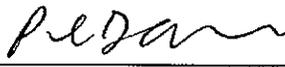


Michele Carr
Director of Human Resources

Dated: 11-12-09

Dated: _____

APPROVED AS TO FORM:



Jennifer M. McGrath
City Attorney

11/9/09
MV 11-9-09

Dated: _____

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 16, 2009** by the following vote:

AYES: Carchio, Dwyer, Green, Bohr, Coerper, Hardy, Hansen
NOES: None
ABSENT: None
ABSTAIN: None



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