RESOLUTION NO. 2009-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MANAGEMENT EMPLOYEES ORGANIZATION (MEO), BY ADOPTING THE SIDE LETTER 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 May 21, 2007, the City Council of Huntington Beach adopted Resolution No. 2007-33 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Management Employees Organization (MEO);

Subsequent to the adoption of the MOU, the City of Huntington Beach and MEO agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter Agreement between the City of Huntington Beach and MEO ("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 MEO.

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:

11/9/09

City Attorney MV- 11-9-09

City of Huntington Beach
SIDE LETTER AGREEMENT

Representatives of the Management Employees' Organization ("MEO") and the City of Huntington Beach ("City") have met and conferred regarding the City's Five Year Financial Plan (the "Plan"). Pursuant to the Plan, the City has determined that it may be necessary to reduce labor costs. In an effort to assist the City in this endeavor, MEO agrees to the following terms with the mutual understanding that resulting savings to the City will be acknowledged as a contribution by MEO.

ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

A. CalPERS

Within 90 days of Council approval of this side-letter agreement, the City will commence an actuarial study in accordance with Government Code 7507 regarding the impact on future short and long term costs for retirement and/or other post employment benefits as it relates to joining CalPERS Health.

ARTICLE IX – HOURS OF WORK/ADMINISTRATIVE LEAVE

A. 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 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 to furlough (time off without pay) or employees may use approved leave accruals (general leave or administrative leave) to account for the time away from work during the Holiday Closure.

iv. The City may require at the request of the department head, that certain employees work a regular or partial schedule on one or more of the Holiday Closure days. Any employee required by their Department Head to work during any portion of the Holiday Closure will be required to take the equivalent time off between January 2, 2010 and July 9, 2010.

B. Time Accounting

i. All employees not required to report to work during the Holiday Closure will be paid their regular salary for the Holiday Closure but will be required to account via payroll, as set forth below, for the appropriate time associated with the Holiday Closure.

ii. The payroll accounting options for the Holiday Closure includes, furlough and use of leave accruals (general leave or administrative leave). Payroll accounting for the Holiday Closure not specifically listed herein must be approved by the City Administrator or designee.

iii. Employees required to work during any portion of the Holiday Closure will be paid their regular salary for the Holiday Closure and will be required to account for the equivalent amount of Holiday Closure hours via furlough, use of approved leave accruals (general leave or administrative leave), or alternative equivalent time taken notwithstanding having worked during the Holiday Closure dates worked.

iv. The payroll accounting methods (furlough, use of leave accruals, alternative equivalent time taken in-lieu of Holiday Closure dates), listed herein may be used in any approved combination for a period not to exceed six-months but not later than the pay period ending July 9, 2010.

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 but not later than 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. Administrative Leave
2. General Leave
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. Administrative Leave
2. General Leave
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.

C. 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 MEO MOU Exhibit E – Leave Benefits - #5 Holidays, shall apply.
ii. All provisions pursuant to MEO MOU Exhibit F – Leave Benefits – #5 Holidays, shall apply.

Side-Letter

The parties agree that this side-letter agreement is not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters or otherwise appealable 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 Management Employees' Organization

Leonie Mulvihill
MEO President

Dated: 11/10/09

City of Huntington Beach

Fred A. Wilson
City Administrator

Dated: _____

Michele Carr
Director of Human Resources

Dated: 11/9/09

APPROVED AS TO FORM:

11/9/09

Jennifer M. McGrath MV - 11-9-09
City Attorney

Dated: _____

Res. No. 2009-74

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

Joan L. Flynn

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