

SIDE LETTER OF AGREEMENT

BETWEEN

THE CITY OF LAGUNA BEACH

AND

THE LAGUNA BEACH MUNICIPAL EMPLOYEES' ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Laguna Beach ("City") and the Laguna Beach Municipal Employees' Association ("LBMEA") is entered into with respect to the following:

WHEREAS, the parties are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2022 through June 30, 2025; and

WHEREAS, the City had agreed to a pilot program for holiday closure during calendar 2022 and is now agreeing to holiday closure for 2023 and 2024; and

WHEREAS, the following sets forth the parties' Agreement:

1. In 2023, the City administrative offices will be closed between Monday, December 25, 2023 and Monday January 1, 2024.

In 2024, the City administrative offices will be closed between Wednesday, December 25, 2024 and Wednesday January 1, 2025.

2. December 25, 2023 and January 1, 2024 are already holidays for employees represented by the LBMEA. As such, City administrative offices would already be closed on December 25, 2023 and January 1, 2024. An employee represented by the LBMEA who is required to work on December 25, 2023 and/or January 1, 2024, shall be paid in accordance with Article 8.2 of the MOU.

December 25, 2024 and January 1, 2025 are already holidays for employees represented by the LBMEA. As such, City administrative offices would already be closed on December 25, 2024 and January 1, 2025. An employee represented by the LBMEA who is required to work on December 25, 2024 and/or January 1, 2025, shall be paid in accordance with Article 8.2 of the MOU.

3. December 29, 2023 is the off Friday for most employees represented by the LBMEA who work a 9/80 work schedule with alternating Fridays off. As such, for these employees this is their regular day off.

December 27, 2024 is the off Friday for most employees represented by the LBMEA who work a 9/80 work schedule with alternating Fridays off. As such, for these employees this is their regular day off.

4. For any employee whose alternating Friday off is December 22, 2023 and January 5, 2024, they are scheduled to work on December 29, 2023. For these employees they

will be required to use vacation for that day unless their supervisor requires that they work that day.

For any employee whose alternating Friday off is December 20, 2024 and January 3, 2025, they are scheduled to work on December 27, 2024. For these employees they will be required to use vacation for that day unless their supervisor requires that they work that day.

5. For employees whose regular days off are Wednesday, Thursday and alternating Friday, they will be on holiday closure leave on Tuesday, December 26, 2023, on their regular days off from work on Wednesday, and Thursday, December 27 and 28, 2023 and on leave for holiday closure on December 29, 2023. These employees will also be on leave for holiday closure on December 30, 2023. Even though December 30, 2023 is a Saturday, it is a workday for these employees.

For employees whose regular days off are Wednesday, Thursday and alternating Friday, they will be on holiday closure leave on their regular days off from work on Thursday, 26, 2024 and on leave for holiday closure on December 27, 2024. These employees will also be on leave for holiday closure on Monday and Tuesday December 30 and 31, 2024. Even though December 28, 2024 is a Saturday, it is a workday for these employees.

6. Unless informed otherwise by their supervisor, employees who are scheduled to work between December 26, 2023 and December 28, 2023, shall be given these days off from work with pay regardless of the number of regularly scheduled hours they are scheduled to work. Department Heads will coordinate with their staff to ensure appropriate standby staffing within their departments to cover emergency and urgent issues.

Unless informed otherwise by their supervisor, employees who are scheduled to work on December 26, 2024 as well as December 30 and 31, 2024, shall be given these days off from work with pay regardless of the number of regularly scheduled hours they are scheduled to work. Department Heads will coordinate with their staff to ensure appropriate standby staffing within their departments to cover emergency and urgent issues.

7. Any employee who is required to work on any or all of the days between December 26, 2023 and December 28, 2023, shall receive up to nine (9) hours of leave per day after January 8, 2024 that can be used up to December 22, 2024, as approved by the Department Head. This leave has no cash value and cannot be cashed out.

Any employee who is required to work on any or all of the following days December 26, 2024 and December 30 and 31, 2024, shall receive up to nine (9) hours of leave per day after January 6, 2025 that can be used up to December 21, 2025, as approved by the Department Head. This leave has no cash value and cannot be cashed out.

8. Since Marine Safety employees represented by the LBMEA will be working their regularly scheduled hours between Monday December 25 and Friday December 29, 2023 (subject to leave usage like any other time of the year), the City agrees to provide twenty-seven (27) hours of leave for all Marine Safety employees in the bargaining

unit represented by the LBMEA after January 8, 2024 that can be used as leave up to December 22, 2024. This leave has no cash value and cannot be cashed out.

Since Marine Safety employees represented by the LBMEA will be working their regularly scheduled hours between Wednesday December 25 and Tuesday December 31, 2024 (subject to leave usage like any other time of the year), the City agrees to provide twenty-seven (27) hours of leave for all Marine Safety employees in the bargaining unit represented by the LBMEA after January 6, 2025 that can be used as leave up to December 21, 2025. This leave has no cash value and cannot be cashed out.

9. If there is any employee to whom paragraphs 3-8 above does not apply, (i.e., employees who are scheduled to work on one, two or all of the days of the 2023 holiday closure of December 26 – December 28, 2023) City agrees to provide up to nine (9) hours of leave per day and up to twenty-seven (27) hours of leave (if they work all three days) after January 8, 2024 that can be used as leave up to December 22, 2024. This leave has no cash value and cannot be cashed out.

If there is any employee to whom paragraphs 3-8 above does not apply, (i.e., employees who are scheduled to work on one, two or all of the days of the 2024 holiday closure of December 26, December 30 and 31, 2024) City agrees to provide up to nine (9) hours of leave per day and up to twenty-seven (27) hours of leave (if they work all three days) after January 6, 2025 that can be used as leave up to December 21, 2025. This leave has no cash value and cannot be cashed out.

FOR THE CITY OF LAGUNA BEACH


Sean Joyce (Nov 2, 2023 09:36 PDT)


Sean Joyce,
Interim City Manager

Nov 2, 2023
Date


Gavin Curran (Nov 2, 2023 09:33 PDT)

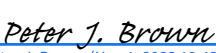
Gavin Curran,
Assistant City Manager

Nov 2, 2023
Date



Aggie Nesh, Director of Human
Resources & Risk Management

Nov 2, 2023
Date


Peter J. Brown (Nov 1, 2023 19:43 PDT)

Peter Brown

Nov 1, 2023
Date

FOR THE LAGUNA BEACH MUNICIPAL EMPLOYEES' ASSOCIATION


Austin Comp

Austin Comp, President MEA

Nov 1, 2023
Date


Mike Powell (Oct 31, 2023 16:29 PDT)

Mike Powell, Labor Negotiator

Oct 31, 2023
Date











Side Letter of Agreement re Holiday Closure with LBMEA - 2023-2024

Final Audit Report

2023-11-02


| | |
|-----------------|--|
| Created: | 2023-10-26 |
| By: | Christi Giannone (cgiannone@lagunabeachcity.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAp3kCb7rO5IHu9lqY3CXvqXO7MHChnFXp |

"Side Letter of Agreement re Holiday Closure with LBMEA - 2023-2024" History

-  Document created by Christi Giannone (cgiannone@lagunabeachcity.net)
2023-10-26 - 3:21:09 PM GMT
-  Document emailed to mpowell@emp-serv.com for signature
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-  Email viewed by mpowell@emp-serv.com
2023-10-31 - 11:28:22 PM GMT
-  Signer mpowell@emp-serv.com entered name at signing as Mike Powell
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-  Document e-signed by Mike Powell (mpowell@emp-serv.com)
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-  Document emailed to austin comp (acompl@lagunabeachcity.net) for signature
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-  Email viewed by austin comp (acompl@lagunabeachcity.net)
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-  Document e-signed by austin comp (acompl@lagunabeachcity.net)
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-  Document emailed to pbrown@lcwlegal.com for signature
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-  Email viewed by pbrown@lcwlegal.com
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 Signer pbrown@lcwlegal.com entered name at signing as Peter J. Brown


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 Agreement completed.

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