

RESOLUTION NO. 2020 - 79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
AMENDING THE CITY'S CLASSIFICATION PLAN
AND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE
HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ORGANIZATION (MEO) BY
ADOPTING THE SIDE LETTER OF AGREEMENT

WHEREAS, the City Council of Huntington Beach approved the Fiscal Year 2020/21 budget at a Special Meeting on June 29, 2020, which projected a \$20 million drop in General Fund revenues resulting from the negative economic impacts of COVID-19; and,

WHEREAS, in order to address this budget shortfall, the City Council approved the use of a voluntary Separation Incentive Program, and directed staff to reorganize the City's operations following the vacancies created by the Program to balance the Fiscal Year 2020/21 budget and to create ongoing operational savings; and,

WHEREAS, the City Council of Huntington Beach desires to amend the City's Classification Plan to incorporate the positional adjustments outlined in the Fiscal Year 2020/21 Reorganization Plan; and,

WHEREAS, on April 20, 2020, the City Council of Huntington Beach adopted Resolution 2020-20 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Huntington Beach Management Employees' Organization (MEO); and,

Subsequent to the adoption of the MOU, the City of Huntington Beach and MEO met and conferred and agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement attached hereto as Exhibit A and incorporated herein by this reference. The Side Letter of Agreement pertains to modifications to the City's Classification Plan resulting from the Fiscal Year 2020/21 Reorganization Plan.

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

1. The Side Letter of Agreement attached hereto as Exhibit A is approved and adopted.
2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and MEO.
3. The Side Letter of Agreement amends the MEO Salary Schedule attached hereto as Exhibit B.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the _____ day of _____, 2020.

Mayor

REVIEWED AND APPROVED:

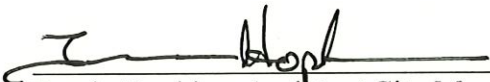
APPROVED AS TO FORM:

Oliver Chi, City Manager



Michael Gates, City Attorney

INITIATED AND APPROVED:



Travis Hopkins, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF HUNTINGTON BEACH
AND THE
HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ORGANIZATION (MEO)**

Representatives of MEO and the City of Huntington Beach (City) have negotiated this *Side Letter of Agreement* to modify the following sections of the MEO MOU dated November 1, 2019, through October 31, 2020:

ARTICLE I – REPRESENTATIONAL UNIT/CLASSIFICATIONS

The City of Huntington Beach proposes to modify/add the following classifications to the City's Classification Plan and the MEO MOU (see Exhibit A – Salary Schedule):

Code Enforcement Supervisor (modify)
Human Resources Manager (modify)
Deputy Fire Marshal (formerly Fire Protection Analyst)
Fire Marshal (formerly Assistant Fire Marshal)
Economic Development Manager
Police Support Services Manager
Administrative Services Manager
Operations Manager
Senior Information Technology Manager
Water Distribution Superintendent
Permit and Plan Check Manager

The parties agree that some of the above classifications are new and that the class specifications and minimum qualifications have not been completed. The parties agree to meet and confer on these class specifications and minimum qualifications before final implementation of the new classifications.

The parties agree that no incumbent employee shall be required to serve a probationary period as a result of being reclassified, retitled, reassigned, or placed under new supervision, a new department, or new reporting relationship as a result of this reorganization.

The parties agree that all of the intended additions or deletions of MEO positions are encompassed in this side letter agreement. If the City proposes any additional additions and/or deletions to MEO positions following the adoption of this agreement, the parties agree to meet and confer on those matters.

ARTICLE XII – LEAVE BENEFITS

G. Personal Time

Each full-time unit employee will be entitled to utilize a maximum of ten (10) hours as “personal time.”

- a. Supervisor approval is required to utilize Personal Time.
- b. Personal Time has no cash value.
- c. All Personal Time (10 hours) must be used by not later than June 30, 2021.
- d. No portion of unused Personal Time may be carried over beyond June 30, 2021.
- e. Part-time employees shall be granted ten (10) hours as Personal Time on a proportional hours computation to full-time equivalent employee status.
 - i. Half-time employees shall be granted a total of five (5) hours.
 - ii. Three-quarter employees shall be granted a total of seven and one half (7.5) hours.

ARTICLE XIV – DURING THE TERM OF THE AGREEMENT

A. COVID-19 Restructure Plan

To address the fiscal impacts from COVID-19, the City has worked to develop a comprehensive restructuring plan of City operations. Given the adjustments contemplated through this Side Letter of Agreement, no additional employee impacts will be contemplated for Fiscal Year 2020/21.

Due to the volume of vacancies and open and promotional examinations needed as a result of the Separation Incentive Program and the COVID-19 Restructure Plan, both parties agree to modify the examination process as follows:

1. Management reserves the right to determine if a position will be advertised as a promotional or open recruitment. This decision may be appealed to the Personnel Director.
2. When the decision has been made to conduct a promotional examination, as long as one or more internal candidate applies who meets the minimum qualifications, the Hiring Manager may forego an open recruitment, certify, and appoint from this list.

Side Letter Implementation

Should the MOU between MEO and the City of Huntington Beach continue beyond October 31, 2020, either through a successor MOU or an extension of the current MOU, all terms and conditions of this side letter shall remain in full force and effect unless changes are mutually agreed to by both parties.

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

City of Huntington Beach

By: _____
Oliver Chi
City Manager

By: _____
Travis Hopkins
Assistant City Manager

Management Employees Organization

By: _____
Debra Jubinsky
MEO President

By: _____
Aaron Peardon
OCEA Representative

APPROVED AS TO FORM:

Michael Gates
City Attorney

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE

Job No	Job Description	Pay Grade	A	B	C	D	E
0025	Admin Analyst	MEO025	37.65	39.72	41.92	44.23	46.65
0084	Admin Analyst Principal	MEO084	46.91	49.48	52.21	55.07	58.10
0089	Admin Analyst Sr	MEO089	43.33	45.71	48.21	50.86	53.66
0622	Administrative Services Manager	MEO622	52.61	55.50	58.55	61.77	65.16
0626	Police Support Services Manager	MEO626	43.33	45.71	48.21	50.86	53.66
0078	Assistant City Attorney	MEO078	66.53	70.18	74.03	78.10	82.40
0132	Assistant City Clerk	MEO132	40.40	42.61	44.95	47.42	50.03
0595	Assistant Fire Marshal Fire Marshal	MEO595	48.33 60.49	50.99 63.82	53.79 67.33	56.76 71.02	59.86 74.93
0057	Assistant to the City Manager	MEO057	50.55	53.32	56.26	59.35	62.62
0123	Associate Civil Engineer	MEO123	43.75	46.15	48.69	51.37	54.20
0071	Associate Planner	MEO071	41.00	43.24	45.62	48.14	50.79
0569	Beach Maint Operations Mgr	MEO569	52.61	55.50	58.55	61.77	65.16
0044	Beach Operations Supervisor	MEO044	43.11	45.47	47.97	50.61	53.40
0064	Budget Analyst Senior	MEO064	41.62	43.90	46.33	48.87	51.56
0598	Building Manager	MEO598	60.49	63.82	67.33	71.02	74.93
0024	City Engineer	MEO024	68.87	72.67	76.66	80.87	85.33
0125	Code Enforcement Supervisor	MEO125	42.88 55.01	45.24 58.04	47.72 61.23	50.35 64.59	53.13 68.14
0471	Community Relations Officer	MEO471	46.91	49.48	52.21	55.07	58.10
0353	Community Services Manager	MEO353	52.61	55.50	58.55	61.77	65.16
0097	Construction Manager	MEO097	52.61	55.50	58.55	61.77	65.16
0085	Contract Administrator	MEO085	44.85	47.32	49.92	52.67	55.56
0081	Deputy City Attorney I	MEO081	43.75	46.15	48.69	51.37	54.20
0080	Deputy City Attorney II	MEO080	52.61	55.50	58.55	61.77	65.16
0079	Deputy City Attorney III	MEO079	60.49	63.82	67.33	71.02	74.93
0068	Deputy City Engineer	MEO068	58.69	61.92	65.34	68.93	72.72
0571	Deputy Dir of Econ Development	MEO571	59.60	62.87	66.33	69.99	73.83
0486	Detention Administrator	MEO486	43.33	45.71	48.21	50.86	53.66

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE

0621	Econ Development Manager	MEO621	55.01	58.04	61.23	64.59	68.14
0039	Econ Development Proj Mgr	MEO039	47.84	50.48	53.25	56.17	59.26
0580	Energy Project Manager	MEO580	47.84	50.48	53.25	56.17	59.26
0923	Environmental Services Manager	MEO923	47.84	50.48	53.25	56.17	59.26
0474	Facilities, Devel & Conc Mgr	MEO474	50.05	52.80	55.70	58.76	61.99
0050	Facilities Maint Supervisor	MEO050	43.11	45.47	47.97	50.61	53.40
0879	Finance Manager - Accounting	MEO879	54.20	57.17	60.33	63.65	67.14
0889	Finance Manager - Budget	MEO889	54.20	57.17	60.33	63.65	67.14
0899	Finance Manager - Fiscal Services	MEO899	54.20	57.17	60.33	63.65	67.14
0869	Finance Manager - Treasury	MEO869	54.20	57.17	60.33	63.65	67.14
0131	Fire Medical Coordinator	MEO131	42.65	45.00	47.49	50.09	52.86
0130	Fire Protection Analyst Deputy Fire Marshal	MEO130	42.65	45.00	47.49	50.09	52.86
0590	Fleet Operations Supervisor	MEO590	43.11	45.47	47.97	50.61	53.40
0581	General Services Manager	MEO581	58.13	61.32	64.70	68.25	71.99
0498	GIS Manager	MEO498	55.57	58.63	61.84	65.26	68.84
0043	Housing Manager	MEO043	55.01	58.04	61.23	64.59	68.14
0006	Human Resources Manager	MEO006	57.26 59.28	60.40 62.56	63.72 65.99	67.23 69.62	70.93 73.45
0489	Info Technology Mgr- Infrastructure	MEO489	55.57	58.63	61.84	65.26	68.84
0200	Info Technology Mgr-Operations	MEO200	55.57	58.63	61.84	65.26	68.84
0500	Info Technology Mgr-Systems	MEO500	59.60	62.87	66.33	69.99	73.83
0075	Inspection Manager	MEO075	53.37	56.32	59.42	62.69	66.14
0073	Inspection Supervisor	MEO073	45.53	48.03	50.67	53.46	56.40
0251	Investigator	MEO251	37.08	39.13	41.29	43.56	45.95
0158	Landscape Architect	MEO158	42.65	45.00	47.49	50.09	52.86
0049	Landscape Maint Supervisor	MEO049	43.11	45.47	47.97	50.61	53.40
0572	Liability Claims Coordinator	MEO572	38.99	41.13	43.40	45.80	48.31
0623	Operations Manager	MEO623	68.87	72.67	76.66	80.87	85.33
0030	Maintenance Operations Mgr	MEO030	58.13	61.32	64.70	68.25	71.99
0490	Network Systems Administrator	MEO490	49.78	52.53	55.41	58.47	61.69

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE

903	Parks Development Facilities Project Coordinator	MEO903	41.00	43.24	45.62	48.14	50.79
0443	Payroll Systems Analyst	MEO443	45.53	48.03	50.67	53.46	56.40
0098	Permit & Plan Check Manager	MEO098	60.49 55.01	63.82 58.04	67.33 61.23	71.02 64.59	74.93 68.14
0209	Permit & Plan Check Supervisor	MEO209	42.88	45.24	47.72	50.35	53.13
0453	Personnel Analyst	MEO453	37.47	39.53	41.70	43.99	46.42
0060	Personnel Analyst Principal	MEO060	46.91	49.48	52.21	55.07	58.10
0464	Personnel Analyst Senior	MEO464	42.65	45.00	47.49	50.09	52.86
0099	Plan Check Engineer	MEO099	51.06	53.86	56.82	59.96	63.25
0444	Planning Manager	MEO444	55.57	58.63	61.84	65.26	68.84
0625	Police Admin Division Svcs Mgr	MEO625	60.49	63.82	67.33	71.02	74.93
0594	Police Admin Services Manager	MEO594	48.33	50.99	53.79	56.76	59.86
0022	Police Communications Manager	MEO022	43.33	45.71	48.21	50.86	53.66
0094	Police Records Administrator	MEO094	43.33	45.71	48.21	50.86	53.66
0028	Principal Accountant	MEO028	44.18	46.62	49.17	51.88	54.73
0096	Principal Civil Engineer	MEO096	57.85	61.02	64.38	67.92	71.65
0072	Principal Electrical Inspector	MEO072	41.41	43.70	46.09	48.63	51.30
896	Principal Finance Analyst	MEO0896	47.84	50.48	53.25	56.17	59.26
0076	Principal Inspector Plb/Mech	MEO076	41.41	43.70	46.09	48.63	51.30
0482	Principal Librarian	MEO482	41.20	43.47	45.86	48.39	51.05
0074	Principal Planner	MEO074	52.86	55.77	58.83	62.08	65.48
0579	Project Manager	MEO579	47.84	50.48	53.25	56.17	59.26
0037	Project Manager Assistant	MEO037	41.00	43.24	45.62	48.14	50.79
0496	Public Safety Systems Manager	MEO496	56.41	59.51	62.78	66.23	69.87
0497	Public Safety Systems Supv	MEO497	54.47	57.47	60.63	63.95	67.48
0839	Real Estate & Project Manager	MEO839	47.84	50.48	53.25	56.17	59.26
0619	Risk Management Analyst	MEO619	37.47	39.53	41.70	43.99	46.42
0054	Risk Manager	MEO054	55.01	58.04	61.23	64.59	68.14
0069	Senior Civil Engineer	MEO069	48.83	51.51	54.34	57.33	60.48
0484	Senior Deputy City Attorney	MEO484	63.59	67.09	70.77	74.65	78.77
868	Senior Finance Analyst	MEO868	45.49	47.99	50.62	53.41	56.35

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE

499	Senior Info Technology Analyst	MEO499	49.55	52.28	55.14	58.18	61.38
0627	Senior Info Technology Manager	MEO627	63.20	66.68	70.35	74.22	78.30
0077	Senior Librarian	MEO077	35.47	37.43	39.49	41.65	43.94
0036	Senior Planner	MEO036	47.84	50.48	53.25	56.17	59.26
0575	Senior Sprvsr Cultural Affairs	MEO575	40.40	42.61	44.95	47.42	50.03
0578	Senior Sprvsr Human Services	MEO578	40.40	42.61	44.95	47.42	50.03
0519	Senior Risk Management Analyst	MEO519	42.65	45.00	47.49	50.09	52.86
0034	Senior Traffic Engineer	MEO034	48.83	51.51	54.34	57.33	60.48
0333	Senior Trial Counsel	MEO333	68.87	72.67	76.66	80.87	85.33
0457	Special Events Coordinator	MEO457	34.09	35.97	37.94	40.03	42.23
0488	Street Maint Supervisor	MEO488	43.11	45.47	47.97	50.61	53.40
0133	Supervisor, Prkng & Cmping Fac	MEO133	40.40	42.61	44.95	47.42	50.03
0033	Transportation Manager	MEO033	60.19	63.49	66.99	70.67	74.56
0051	Tree Maintenance Supervisor	MEO051	43.11	45.47	47.97	50.61	53.40
0483	Utilities Manager	MEO483	59.28	62.56	65.99	69.62	73.45
0487	Wastewater Supervisor	MEO487	43.11	45.47	47.97	50.61	53.40
0052	Water Distribution Supervisor	MEO052	43.11	45.47	47.97	50.61	53.40
0624	Water Distribution Superintendent	MEO624	47.84	50.48	53.25	56.17	59.26
0053	Water Production Supervisor	MEO053	43.11	45.47	47.97	50.61	53.40
0056	Water Quality Supervisor	MEO056	43.11	45.47	47.97	50.61	53.40