

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF MANHATTAN BEACH

AND

THE MANHATTAN BEACH POLICE OFFICERS ASSOCIATION

This Side Letter of Agreement (Agreement) between the City of Manhattan Beach (“City”) and the Manhattan Beach Police Officer Association (“MBPOA”), collectively “Parties”, is entered into with respect to the following:

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

WHEREAS, the City Council authorized changes to benefits and other terms and conditions of employment during the term of the parties’ MOU in order to provide additional recruitment and retention incentives; and

WHEREAS, the parties have met and conferred on these changes; and

WHEREAS, the following sets forth the Parties’ Agreement:

1. Effective the pay period that includes January 1, 2024, each employee in the MBPOA will receive a new Paid Time Off (PTO) leave bank of 100 hours. The PTO bank is non-cashable and must be used on or before December 31, 2025. Any new employee accepting an offer of employment as a Police Officer by June 30, 2024 will receive the 100 hour PTO leave bank on their first date of service as a Police Officer (this will be the date a Police Academy Trainee is sworn in as a Police Officer following academy graduation or the first date of employment for lateral Police Officers).
2. The parties agree to modify Chapter 4 of their MOU as follows:

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 16: VACATION

- 1) **Vacation Leave Accrual and Caps**: Employees will begin to earn vacation at the time of appointment. ~~The Police Chief may authorize an initial bank of vacation leave hours for lateral Police Officers at the time of hire. The initial bank of hours granted, which may include vacation and sick leave hours, shall not exceed 80 hours combined. If an employee terminates employment with the City and then returns, vacation shall be earned at the same rate as if they were a new employee.~~ Vacation shall be earned for continuous periods of City of Manhattan Beach service (including full-time, non-sworn service), plus total full-time equivalent sworn law enforcement experience (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of state equivalent). ~~Should there be any question as to whether prior sworn law enforcement experience~~

should apply to the vacation accrual, the determination will be made by the Police Chief, subject to the review and approval of the Human Resources Director. employment to the following maximum vacation accumulation amounts as follows:

<u>Tenure City of MB + Total Sworn LE Experience</u>		Vacation Accrual (Hours/Mo.)	Vacation Cap
<i>Greater than:</i>	<i>Less than or equal to:</i>		
6 months	5 full years	8.667	260 hours
5 full years	10 full years	10.833	315 hours
10 full years	15 full years	13.0	370 hours
15 full years	20 full years	15.167	425 hours
More than 20 full years		17.333	480 hours

If an employee reaches the vacation accrual maximum, the employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.

- 2) **Vacation Cash Out:** On or before the pay period that includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to one hundred and five (105) hours of accrued vacation, which will be earned in the following calendar year, at the employee's base rate of pay. ~~On the pay day for the first pay period in~~ December ~~of each year in~~ the following year, the employee will receive cash for the amount of vacation leave that the employee irrevocably elected to cash out in the prior year.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1st, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out. However, if in the first pay period in December, an employee does not have the amount vacation on the books that they irrevocably elected to cash out in the prior year, the employee will be cashed out for the hours the employee has on the books at that time.

ARTICLE 17: HOLIDAYS

1) Holiday Pay: Non-probationary employees are entitled to 110 hours off in lieu of paid holidays each year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period. If an employee is on unpaid leave during the year, their holiday leave accrual will be reduced by a proportionate amount to account for the unpaid leave.

Employees will be advanced the entire 110 hours of holiday leave hours effective the first full pay period of each calendar year. Sworn new hire employees shall be advanced holiday bank hours prorated for each remaining biweekly pay period in the year at a rate of 4.231 hours each bi-weekly pay period.

~~Sworn, initial hire probationary employees are entitled to 55 hours off in lieu of paid holidays each six (6) months. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday bank shall be advanced the 55 hours each July 1 and January 1 or pro-rata portion if their service as an initial hire probationary employee begins after these dates. For the purposes of cash out of holidays, employees are regarded as initial hire probationary employees until the end of the calendar year that they pass probation.~~

If any of the employee's holiday hours are not used during the calendar year, the employee has the following options with any remaining unused hours:

a) Any unused holiday hours at the end of each calendar year can be added to the employee's vacation accrual. If the placement of vacation in the employee's vacation accrual bank will cause the employee to be at or above their maximum accrual, the employee will not be permitted to accrue additional vacation until the vacation accrual amount is below the vacation accrual cap.

b) An employee may make an irrevocable election by December 15 of each calendar year to cash out up to 30 hours of unused holiday leave in the next calendar year. Any leave the employee elected to cash out will be paid to the employee in ~~December~~ the final pay period of the following calendar year. In addition to electing this cash out option, an employee may convert any remaining holiday leave to vacation leave as described in option 1.

Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

2) Birthday Holiday: Beginning January 1, 2024, each employee will receive one day (equivalent hours to the employee's normal work shift, for example 12.5 hours for employees working a 3/12.5 + 10 and 10 hours for employees working a 4/10) as a "birthday holiday". The employee may utilize their birthday holiday 1) on any day in their birthday month or 2) on any day within the pay period of, immediately before, or immediately after their birthday. The birthday holiday should be requested in the same manner vacation is requested and is subject to supervisor approval. The birthday holiday is non-cashable and cannot be carried forward if it is not used in the specific time period.

3) Christmas Eve and New Year's Eve: Beginning in calendar year 2024, City Hall and other facilities observing City Hall hours will close at noon on Christmas Eve and New Year's Eve. Subject to the discretion of the Police Chief based on operational feasibility, employees assigned to work on either holiday whose presence is not required for field coverage (e.g. employees in administrative assignments) may be released to leave work and receive paid holiday leave for the remainder of their work hours. Employees taking paid leave for all or part of the holiday will not receive this holiday closure pay.

ARTICLE 18: SICK LEAVE

- 1) **Sick Leave Accrual:** Employees shall earn sick leave at the rate of 7.67 hours per month for a total of 92 hours per year, and will begin accruing sick leave from the date of hire. The Police Chief may authorize an initial bank of sick leave hours for lateral Police Officers at the time of hire. The initial bank of hours granted, which may include vacation and sick leave hours, shall not exceed 80 hours.

- 2) **Sick Leave Use:** Sick leave is permitted to be used once accrued for an appropriate sick leave reason contained herein or allowable under the law.
 - a) Three days continuous sick leave usage may require a note from a doctor verifying that the employee can return to work.

 - b) An employee shall be able to use his or her accumulated sick leave to supplement any temporary disability pay received by the employee.

 - c) When an employee uses sick leave for a purpose that qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the sick leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of sick leave, the City may do so.

 - d) Per Labor Code section 233, employees may use one half of one year's annual accrued sick leave (46 hours per calendar year) to care for a 1) child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), 2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, 3) the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, 4) a grandparent, 5) a grandchild, ~~or~~ 6) a sibling, or 7) A designated person, which, for purposes of this article, means a person identified by the employee at the time the employee requests paid sick days. An employer may limit an employee to one designated person per 12-month period for paid sick days.

- 3) **Sick Leave Conversion:** An employee is eligible to convert sick leave to vacation leave based on the amount of unused sick time remaining at the end of each fiscal year, as follows:
 - o 70-92 unused hours of sick leave earned remaining: one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.

- o 46-69 unused hours of sick leave earned remaining: one-quarter of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- o 45 hours or less of unused sick leave earned remaining: no conversion to vacation and the entire unused sick leave is carried over as sick leave.

If an employee is at or near their vacation accrual maximum, sick leave may only be converted up to the amount of his or her vacation limit. The sick leave conversion is processed in the second full pay period after June 30 of each year.

- 4) **Sick Leave Credit Upon Retirement:** At retirement, an employee may apply any unused accrued sick leave as additional service credit in accordance with applicable CalPERS regulations, as provided by in Government Code Section 20965.

FOR THE CITY OF MANHATTAN BEACH

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Bruce Moe, City Manager

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Bruce Moe
City Manager

12/22/2023

Date

DocuSigned by:
Lisa Jenkins

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Lisa Jenkins
Human Resources Director

12/28/2023

Date

FOR THE MANHATTAN BEACH POLICE OFFICERS ASSOCIATION

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Daniel Brandt, POA President

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12/21/2023

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APPROVED AS TO FORM

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