

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF MANHATTAN BEACH

AND

THE MANHATTAN BEACH FIREFIGHTERS ASSOCIATION

This Side Letter of Agreement (Agreement) between the City of Manhattan Beach ("City") and the Manhattan Beach Firefighters' Association ("MBFA"), collectively "Parties", is entered into with respect to the following:

WHEREAS, the City and the MBFA are currently parties to a Memorandum of Understanding (MOU) with a term of July 1, 2023 through June 30, 2026; 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 MBFA identified the lack of a bereavement leave provision within their MOU and requested to add 48 hours of leave (equivalent to two full suppression shifts); and

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

WHEREAS, the following sets forth the Parties' Agreement:

1. The parties agree to modify their MOU as follows:

ARTICLE 20 - HOLIDAYS

Employees assigned to suppression will be paid thirteen and nine-tenths (13.9) hours of holiday in lieu pay for each of the following holidays as they occur:

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Christmas (December 25)

In addition, each employee will be provided 10 hours of holiday in lieu pay for their birthday in recognition of the City-provided "birthday holiday", which should be recorded in the City's timekeeping system on the employee's birthday and paid on the pay date for the pay period in which the employee's birthday occurs.

Holiday-in-Lieu Pay is not included in the regular rate of pay.


The parties agree that to the extent permitted by law, the City shall report holiday compensation as special compensation as defined CalPERS special compensation regulations, pursuant to Title 2 CCR, Section 571(a)(5) or 571.1(b)(4), Holiday Pay.

- 2. The City agrees to add the following bereavement leave provision to the MOU as "Article 23 – Bereavement Leave", and reorder the remaining articles of the MOU as a result. The parties agree that the bereavement leave can be utilized at any time during the term of the current MOU, and will be applied retroactively to previous periods of leave.:

a) Bereavement Leave:


Employees may use up to forty-eight hours of paid bereavement leave per calendar year for grieving, receiving counseling, making arrangements or carrying out last wishes as a result of a death of a member of the employee's immediate family. For bereavement leave purposes, immediate family members include spouse, registered domestic partner, parent, brother, sister, child, mother-in-law father-in-law, sister-in-law, brother-in-law, foster child, foster parent, grandparent and grandchild. Bereavement leave will not be charged to the employee's accrued leave balances.

FOR THE CITY OF MANHATTAN BEACH

DocuSigned by:

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 Bruce Moe
 City Manager

1/3/2024

 Date

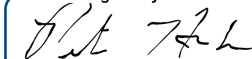
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 Lisa Jenkins
 Human Resources Director

1/3/2024

 Date

FOR THE MANHATTAN BEACH FIREFIGHTERS ASSOCIATION

DocuSigned by:



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Peter Heck

President

1/3/2024

Date

APPROVED AS TO FORM

DocuSigned by:



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Peter Brown

Liebert Cassidy Whitmore

1/3/2024

Date