

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF MANHATTAN BEACH

AND

THE CALIFORNIA TEAMSTERS, LOCAL 911

This Letter of Agreement (Agreement) between the City of Manhattan Beach (City) and the California Teamsters, Local 911 (Teamsters) (collectively "Parties") is entered into with respect to the following:

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

WHEREAS, revisions were made to many provisions of the MOU to capture the terms of the parties' agreement, update and modernize language, and restructure provision of the MOU; and

WHEREAS, in the process of updating the MOU, some previously agreed upon language or details regarding the new agreements were inadvertently omitted; and

WHEREAS, the parties desire to enter into a letter of agreement correcting and updating MOU language to be consistent with the authorized terms and conditions of employment, to be incorporated into the MOU in the next update; and

WHEREAS, the following sets forth the Parties' Agreement:

1. The parties agree to modify Article 12 Safety Footwear Allowance, Section 2), as follows:
 - 2) Public Works employees/Building Inspectors/Code Enforcement Officers/General Services Division Warehouse employees: The City will provide reimbursement for ~~up to two (2) pairs~~~~one (1) pair~~ of safety footwear plus ~~one (1) resole~~ for a ~~maximum of total of up to~~ \$350.00 annually (for the boots and resole) in the method approved by the Finance Department, in the pay period including July 1 of each year of the MOU. If an employee purchases safety footwear which cost less than the maximum provided herein and wishes to purchase supplies for their footwear (e.g., laces, mink oil, orthotics, or socks), the employee may do so if the purchases are made at the same time as the purchase of the safety footwear and the receipt(s) is provided at the same time as the receipt for the safety footwear.
2. The parties agree to modify Article 13 Section 4-5 as follows:
 - 4) Specialty Assignment Pay for Property and Evidence Officer

Employees in the classifications of Police Services Officer ~~or Community Services Officer~~ who are assigned to perform the duties of property and evidence full time shall receive \$200.00 per month as specialty pay in acknowledgement of their specialized training and duties.

The parties agree that to the extent permitted by law, ~~these~~ specialty assignment ~~pays are~~ is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Police Records Assignment Premium ~~for Police Services Officers and Hazard Pay for Community Services Officer.~~

5) Specialty Assignment Pay for Animal Control Officer

Employees in the classification of Community Services Officer who are assigned to perform duties for animal control full time shall receive \$200.00 per month as specialty assignment pay in acknowledgement of their specialized training and duties.

The parties agree that to the extent permitted by law, this specialty assignment pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Hazard Pay.

3. The parties agree to modify Article 17 Uniforms, Section 2), as follows:

1) Police Department Employees:

Upon hire, the City will provide each employee with the following uniforms:

- a) Police Services Officer and (Lead) Police Records Technician, Office Assistant (assigned to Parking): three (3) shirts and three (3) pairs of pants each
- b) Community Services Officers and Park Services Enforcement Officer: four (4) shirts, two (2) pairs of pants, and two (2) shorts each

After completion of probation, each employee shall be provided additional uniforms to provide a total of five (5) sets of uniforms for each employee. Community Services Officers may choose long pants or shorts so they have some combination of both. Thereafter, the City shall provide replacements for those uniform items that are torn, badly stained, or in any way unsuitable in appearance as determined by the supervisor. The Department's practice of providing one (1) Class A dress uniform per employee, if needed, shall continue.

The employees in the classifications of Community Services Officer, Park Services Enforcement Officer, Police Services Officer, (Lead) Police Records Technician and Office Assistant (assigned to Parking) shall receive \$275.00 annually for their uniform maintenance allowance.

City supplied uniforms shall remain the property of the City and shall be returned to the City upon termination.

The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.


4. The parties agree to modify Article 20 Uniforms, Section 3), as follows:

3) Holiday Bank:

Employees in classifications that are required to work regular shifts on holidays (i.e., Community Services Officers, Police Service Officers, Water Plant Operators, Senior Water Plant Operators, ~~and~~ (Lead) Police Records Technicians/Specialists, Park Services Enforcement Officer, and Property and Evidence Officer) will be granted forty-four (44) hours of holiday leave during the first full pay period after July 1, and 44 hours during the first full pay period after January 1. Employees in technical/administrative support capacities regularly assigned to the Police Department (such as Public Safety Systems Specialist, Executive Assistant, Administrative Assistant, and Office Assistant) will receive the same holiday bank but may be required to take their holiday on the observed day because their support is not needed. New/revised classifications or other classifications deemed to meet the criteria to receive a holiday bank of hours may be assigned to work holidays and receive the corresponding holiday bank of hours. If an employee separates from service, Payroll will prorate the holiday hours allotment on a bi-weekly basis starting at July 1 or January 1, whichever is closer to the separation date. If a new employee is hired, the bank of holiday hours provided will be prorated to July 1 or January 1, whichever is closest.

All employees who receive a holiday bank may carry over up to ten (10) hours of holiday leave from year to year.

FOR THE CITY OF MANHATTAN BEACH

DocuSigned by:

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Lisa Jenkins
Human Resources Director

12/6/2022

Date

DocuSigned by:

Bruce Moe

B1A19C56804A441...

Bruce Moe
City Manager

12/6/2022

Date

FOR THE CALIFORNIA TEAMSTERS, LOCAL 911

DocuSigned by:

Michael Grijalva

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Michael Grijalva
Business Representative,
Teamsters, Local 911 Union

12/6/2022

Date

APPROVED AS TO FORM

DocuSigned by:

Peter Brown

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Peter Brown
Chief Negotiator

12/6/2022

Date