

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF MANHATTAN BEACH

AND

THE CALIFORNIA TEAMSTERS, LOCAL 911

This Side 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, it has come to the attention of the parties that the MOU does not contain language to address a separate workweek for an employee working a non-traditional 4/10 schedule (e.g., Friday – Monday); and

WHEREAS, ambiguity in the MOU language related to what constitutes hours worked for the purposes of calculating overtime has caused some confusion regarding the payment of overtime; and

WHEREAS, the parties desire to enter into an Agreement addressing these ambiguities and clarifying the MOU language going forward; and

WHEREAS, the following sets forth the Parties' Agreement:

1. The parties agree to modify Article 16 (Work Schedules, Workweek, Overtime and Compensatory Time) of their MOU, as follows:

ARTICLE 16: WORK SCHEDULES, WORKWEEK, OVERTIME AND COMPENSATORY TIME

- 1) **Work Schedules:** All employees are assigned to work a 5/40, 9/80 or 4/10 work schedule. During an employee's probationary period, the employee may be assigned a 5/40 work schedule if needed for training purposes. Additionally, the City may periodically propose positions or assignments who are required to work a 5/40 schedule, which is subject to negotiation.

If, based on operational need, there is a desire to modify an employee's work schedule, the City will provide the Union at least 14 days' notice to give the Union the opportunity to negotiate over any impacts of such schedule change. The City reserves the right to modify the employee's alternating regular day off (for employees working a 9/80) to the Friday of its choosing without meeting and conferring regarding the impacts. However, the City will provide any employee whose alternating regular day is changed with at least two weeks' notice of the change.

Employees may request a different work schedule than their regularly assigned schedule, which is subject to the approval of their supervisor and department head.

Employees in this unit work different work schedules depending on their assignment and work location, as follows:

- a) City Hall Employees (and employees not assigned to Public Safety or Public Works): Employees assigned to City Hall shall generally be assigned a 9/80 work schedule which consists of four nine-hour workdays and an eight-hour workday in one workweek followed by four nine-hour workdays in the following workweek. With the 9/80, employees will get three (3) regular days off in a row every other calendar week followed by Saturday and Sunday off in the following week. The City may affix a 5/40 (five consecutive eight-hour days) schedule to new employees during their probationary period.

Code Enforcement Officers and Building Inspectors may be assigned to work a regular work schedule that includes evenings, weekends, and differing shifts.

- b) Employees Assigned to the Public Works Department: Employees assigned to the Public Works Department shall work a 4/10 work schedule. The 4/10 work schedule will consist of four consecutive ten-hour workdays ~~per workweek~~.

Employees in the classifications of Water Plant Operator and Senior Water Plant Operator may be required to work a 9/80 or a 5/40 (five consecutive eight-hour days).

- c) Employees Assigned to the Police and Fire Departments: Employees assigned to the Police and Fire Departments shall work a 4/10 work schedule, unless departmental needs dictate the need for a different work schedule, such as a 9/80 work schedule.

- 2) **Workweek**: For employees working the 9/80 work schedule, the FLSA designated workweek used to calculate overtime will end exactly four hours after the start time of their work shift on the employee's alternating regular day off. For example, if an employee's workday starts at 7:30 a.m. on Friday and their regular day off is Friday, their workweek for calculating overtime shall start at 11:30 a.m. on Friday and end the following Friday at 11:29 a.m.

For employees working a 4/10 or 5/40 work schedule, the FLSA designated workweek that will be used to calculate overtime shall begin at Saturday at 12:00 a.m. and end at 11:59 p.m. on Friday. If an employee is assigned a 4/10 or 5/40 where the 4 or 5 days do not fall consecutively within this established work week, the designated work week will begin at midnight on the first day following their consecutive day schedule. For example, if an employee is assigned a 4/10 Friday through Monday, their work week will begin at midnight on Tuesday and end the following Monday at 11:59 a.m.

- 3) **Overtime Earned**: Non-exempt employees shall receive overtime if the employee works in excess of forty (40) hours in their defined workweek. For the purposes of determining eligibility for overtime in

a given workweek, hours worked shall ~~not include any leave time, with the exception of~~ City-recognized holidays, ~~vacation, and compensatory time, provided that the employee requests and is approved to take the leave prior to the start of their work shift. Sick leave does not count as hours worked for the purposes of calculating overtime and pre-approved paid leave (excluding sick leave).~~ All approval for overtime must be granted prior to the overtime being worked, except in emergency situations. Employees must be able to perform all the required functions of the overtime responsibilities to be eligible to work overtime, and employees on light duty may not be eligible to work overtime for designated assignments.

Employees required to work more than forty (40) hours in a workweek shall receive overtime pay at one and one-half (1-1/2) times their regular rate of pay or compensatory time-off at the option of the employee, subject to supervisory approval. Overtime shall be paid on the payday following the pay period in which it is earned.

- 4) **Compensatory Time Off:** Employees who accrue compensatory time off shall accrue it at the rate of time and one-half to a maximum amount not to exceed 60 hours (i.e., 40 overtime hours accrued at time and one half).

An employee desiring to use earned compensatory time-off must first obtain approval from their supervisor. If at least 10 days' notice is provided, compensatory time off will not be denied unless it would be unduly disruptive to the City to grant it. If compensatory time off is requested with less than 10 days' notice, it may still be granted within the discretion of the employee's supervisor.

FOR THE CITY OF MANHATTAN BEACH

Signed by: Talyn Mirzakhanian, Acting City Manager 9/12/2024
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Talyn Mirzakhanian Date
Acting City Manager

DocuSigned by: Lisa Jenkins 8/30/2024
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Lisa Jenkins Date
Human Resources Director

FOR THE CALIFORNIA TEAMSTERS, LOCAL 911

DocuSigned by: Michael Grijalva 8/30/2024
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Michael Grijalva Date
Business Representative,
Teamsters, Local 911 Union Bargaining
Committee Chief Negotiator

APPROVED AS TO FORM

Signed by:

Peter J. Brown, UAW

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Peter Brown
Chief Negotiator

8/29/2024

Date