SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF MANHATTAN BEACH

AND

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 entered into a Memorandum of Understanding with the term of January 1, 2013 through December 31, 2015; and

WHEREAS, the City and the Teamsters have modified Article 18, ALTERNATIVE WORK SCHEDULE – <u>Trial Period for Both Alternative Work Schedules</u> via a Side Letter Agreements extending the trial period through April 6, 2015; and

WHEREAS, the parties wish to modify Article 18 ALTERANTIVE WORK SCHEDULE – Trial Period for Both Alternative Work Schedules;

NOW THEREFORE, the parties agree as follows:

Article 18 ALTERNATIVE WORK SCHEDULE – <u>Trial Period for Both Alternative</u> <u>Work Schedules</u>, is modified as can be seen with track changes below as follows:

ARTICLE 18: OVERTIME/COMPESNATORY TIME/WORK SCHEDULE

Trial Period for Both Alternative Work Schedules

Both the 9/80 for City Hall employees and the possible 4/10 for Public Works yard assigned maintenance employees are on a trial basis for one year starting effective within 90 days of approval of this MOU by the City Council, with the goal of a sooner implementation date. In the month prior to one year anniversary of the effective date of the alternative work schedules, tThe City may advise the Union that either of these work schedules are not meeting the City's operational needs and will come to an end by July 3, 2015 unless the parties affirmatively agree in writing to extend the schedule or make it permanently part of their MOU. the workweek following the one year anniversary of the effective date of the work schedule. The City will inform the Union by June 5, 2015 as to its intentions of either letting the alternative work schedule end on July 3, 2015 or whether it intends to modify it or have it continue beyond that date. The Union may request to meet with the City to discuss the City's decision to end the alternative work schedule(s). However, the decision is the City's to make and is not subject to meet and confer. If the City does not advise the Union prior to the one year anniversary of the effective day of the alternative work schedule of its decision to end the work schedule(s), such

work schedule(s) shall continue and be the work schedule(s) during the remainder of the term of this MOU.

FOR THE CITY OF MANHATTAN BEACH		
Mark Danaj, City Manager	Date	
FOR THE CALIFORNIA TEAMSTER	S LOCAL 911	
Teamster Representative	Date	
APPROVED AS TO FORM		
Peter Brown	Date	