

June 21, 2022

R-37

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Adopt a Resolution amending the Memorandum of Understanding between the City of Long Beach (City) and the Association of Long Beach Employees (ALBE) to provide Representational Time-off for ALBE to conduct union business. (Citywide)

DISCUSSION

City Council approval is requested to amend the Memorandum of Understanding (MOU) between the City of Long Beach (City) and the Association of Long Beach Employees (ALBE).

ALBE requested to meet with the City to discuss an approach to provide one (1) Association Representative with a union leave of absence to conduct general Association Business. This request is consistent with existing State laws that provide paid time off for employees to serve as a designated representative of an Association. ALBE provided its feedback and signed the attached letter of agreement on April 8, 2022. The effective date of the proposed amendment will be determined once the final details of the reimbursement process are worked out between ALBE, Human Resources, and Central Payroll.

This matter was reviewed by Assistant City Attorney Gary J. Anderson on June 3, 2022 and by Budget Manager Grace H. Yoon on June 8, 2022.

TIMING CONSIDERATIONS

City Council action is requested on June 21, 2022, to ensure timely implementation of the proposed amendment.

FISCAL IMPACT

This recommendation requests the adoption of a Resolution amending the Memorandum of Understanding between the City and the Association of Long Beach Employees (ALBE) to provide Representational Time-off for ALBE to conduct union business. Under this Resolution, one Association Representative will be granted a union leave of absence to conduct general Association Business. The full cost of this employee to the City including wages and all related overhead benefit costs shall be reimbursed by ALBE to the City. Central Payroll will issue an invoice to ABLE on a monthly basis and ALBE will submit payments monthly within thirty (30) business days from the invoice date. This

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recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



JOE AMBROSINI
HUMAN RESOURCES DIRECTOR

ATTACHMENTS: RESOLUTION
LETTER OF AGREEMENT

APPROVED:



THOMAS B. MODICA
CITY MANAGER

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH AUTHORIZING AN AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LONG BEACH (CITY) AND THE
ASSOCIATION OF THE LONG BEACH EMPLOYEES (ALBE)
TO PROVIDE REPRESENTATIONAL TIME-OFF FOR ALBE
TO CONDUCT UNION BUSINESS

WHEREAS, ALBE requested to meet with the City to discuss an approach
to provide one (1) Association Representative a union leave of absence to conduct
general ALBE union business. This request is consistent with existing State Laws that
provide paid time off for employees to serve as a designated representative of an
Association.

WHEREAS, the City's labor team met with ALBE representatives and
reached a tentative agreement illustrated by the Letter of Agreement on April 8, 2022.

WHEREAS, City Council approval is requested to formally amend the
Memorandum of Understanding (MOU) between the City of Long Beach (City) and the
Association of Long Beach Employees to provide representational time-off for ALBE to
conduct union business.

NOW, THEREFORE, the City Council of the City of Long Beach resolves as
follows:

Sec. 1. The Letter of Agreement ("LOA") amending the Memorandum
of Understanding with the Association of the Long Beach (ALBE) to provide
representational time-off for ALBE to conduct union business is hereby authorized and
approved.

Sec. 2. The effective date of the proposed amendment will be

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 W. Ocean Boulevard, 9th Floor
Long Beach, CA 90802

1 determined once final details of the reimbursement process are worked out between the
2 ALBE, Human Resources, and Payroll.

3 Sec. 3. This resolution shall take effect immediately upon its adoption
4 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

5 I hereby certify that the foregoing resolution was adopted by the City
6 Council of the City of Long Beach at its meeting of _____, 2022, by the
7 following vote:

8
9 Ayes: Councilmembers: _____

10 _____

11 _____

12 _____

13 Noes: Councilmembers: _____

14 _____

15 Absent: Councilmembers: _____

16 _____

17 Recusal(s): Councilmembers: _____

18 _____

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City Clerk

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**LETTER OF AGREEMENT
ALBE MEMORANDUM OF UNDERSTANDING 10/12019 – 9/30/2023
ASSOCIATION/UNION LEAVE OF ABSENCE**

The Memoranda of Understanding (MOU) between the City of Long Beach (City) and the Association of Long Beach Employees (ALBE) provides Representational Time-off for ALBE to conduct union business (Article One – Section V.E.).

This Letter of Agreement specifies that the City agrees to release one (1) Association/Union Employee Representative on a union leave of absence upon request, during the term of the MOU for a period of up to one (1) year, unless otherwise mutually agreed upon in writing. The parties agree to the following conditions with respect to the union leave of absence program:

1. Compensation shall be equal to full regular pay and benefits excluding any overtime that the Association/Union Employee Representative would earn while on a regular paid leave of absence. The employee shall not receive any specialty assignment pays or skill pays while on union leave.
2. Compensation shall include retirement fund contributions required of the public employer as an employer. The Association/Union Employee Representative shall earn full-service credit during the leave of absence and shall pay their member contributions to CalPERS.
3. The City shall not be responsible for any overtime compensation owed to the ALBE Association/Union Employee Representative accruing from Association/Union Activities.
4. The leave of absence, with full pay and benefits, shall be reported and compensated pursuant to California Government Code 3558.8.
5. The employee will be paid on an 80-hour per pay period basis in accordance with the City's Payroll Schedule.
6. The employee shall continue to accrue accruals at the normal rate while in a paid leave status and shall observe all City holidays. The employee is subject to the City's vacation and personal holiday/in lieu holiday accrual maximum provisions and accruals shall not be cashed out.
7. While on leave of absence, the Association/Union Employee Representative shall not conduct non-union business.
8. While on release time, the Association/Union Employee Representative shall not be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of Association/Union business.

9. The Association/Union shall indemnify and hold harmless the City of Long Beach, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the city of Long Beach, and shall defend, indemnify and hold harmless the city of Long Beach, its officers and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not limitation, workers compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of the Association/Union Employee Representative.
10. The Association/Union shall reimburse the City for the full cost of wages and roll-up costs related to wages (i.e., pension, benefits, FICA, Medicare, etc.) for the leave of absence of the Association/Union Employee Representative.
11. The Association/Union will submit payment on a monthly basis within thirty (30) business days from the invoice date to Central Payroll.
12. The Association/Union has no obligation to use the leave of absence under this section for an employee and may terminate that release at any time, for any reason in writing within ten (10) business days. The employee will be reinstated effective the first day of the next full pay period.
13. The provisions of this section shall sunset upon expiration of this MOU unless extended by mutual agreement.
14. At the conclusion or termination of the leave of absence, the Association/Union Employee Representative shall have a right of reinstatement to the same position and work location held prior to the leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification. The reinstatement shall be effective the first day of the pay period following the notification of conclusion or termination of the leave of absence.

THE PARTIES AGREE TO THE ABOVE:

FOR THE ASSOCIATION OF LONG BEACH EMPLOYEES:

4/8/2022

Date



Colin Lavin
Business Manager, IBEW Local 47

FOR THE CITY OF LONG BEACH:

4/8/2022

Date



Dana Anderson
Manager of Labor Relations & Benefits Administration

4/13/2022

Date



Tom Modica
City Manager

April 11, 2022

Date



Charles Parkin, City Attorney
Approved to Form