

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

October 2, 2004 to September 30, 2008

TABLE OF CONTENTS

ARTICLE ONE - MEMORANDUM

<u>Section</u>	<u>Page</u>
I - Parties to Memorandum of Understanding	1
II - Recognition.....	1
III - Purpose	1
IV - Nondiscrimination	1
V - Employee Organizational Rights and Responsibilities	2
A. Association List.....	2
B. Notification of Classification Specification Changes	2
C. Representational Time-Off	2
D. Posting and Dissemination of Information	2
E. Representational Information	2
VI - City Obligations and Responsibilities.....	3
A. City Obligations.....	3
B. Definition of City Obligations.....	3
VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations	4
VIII - Peaceful Performance of City Services	4

ARTICLE TWO - SALARIES AND COMPENSATION

I - Classifications - Pay Rates - Salary Increases.....	5
A. Listing of Classifications and Rates of Pay.....	5
B. General Salary Increase	5
C. Step Advancement.....	5

TABLE OF CONTENTS

D. Deferred Compensation 7

II - Overtime..... 8

III - Skill Pay..... 8

IV - Higher Classification Pay 8

V - Call Back..... 9

VI - In-Lieu Compensation 9

VII - Professional/Technical Training..... 10

VIII - Mileage Reimbursement..... 10

IX - Bilingual Pay 11

X - Miscellaneous 11

ARTICLE THREE - PAID TIME OFF BENEFITS

I - Vacation 12

II - Sick Leave..... 12

A. Sick Leave Credits 12

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness... 13

C. Preservation of Sick Leave (Vacation) During Extended Leave 13

**D. Continuation of Health Insurance for Surviving Spouse and/or
Eligible Dependents 13**

E. Medical Certification 13

III - Bereavement Leave..... 14

IV - Holidays Enumerated 14

V - Jury Service..... 15

VI - Standby Pay..... 15

TABLE OF CONTENTS

ARTICLE FOUR - HEALTH INSURANCE BENEFITS

I - Health, Dental and Life Insurance..... 16

II - Disability/Life Insurance 17

A. Short-term/Long-term Disability Benefits 17

B. Life Insurance..... 17

ARTICLE FIVE - RETIREMENT AND WORKERS' COMPENSATION

I - Retirement..... 18

A. Continuation of Retirement Benefits 18

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)..... 18

C. Report the Value of Employer-Paid Member Contributions (EPMC) – Special Compensation..... 18

D. Superfunding..... 18

II - Workers' Compensation 18

ARTICLE SIX - OTHER BENEFITS AND EMPLOYMENT CONDITIONS

I - Employee Parking 20

II - Transfer/Reassignment/Change of Shifts 20

III - Rest Periods 20

ARTICLE SEVEN - GRIEVANCE PROCEDURE

I - Definition..... 21

II - Grievance Presentation 21

III - Grievance Forms 21

IV - Time Off For Processing Grievances 22

A. Informal..... 22

B. Formal..... 22

TABLE OF CONTENTS

V - Cost of Witnesses at Grievance 22

VI - Extension of Time Limits..... 22

VII - Informal Procedure 22

VIII - Formal Procedure 23

Step One - Department Head 23

Step Two - Human Resources Department Head/Designee 23

Step Three - City Manager 24

ARTICLE EIGHT - GENERAL PROVISIONS

I - Conclusiveness of Agreement 25

II - Support of Agreement..... 25

III - Separability 25

IV - Ratification and Implementation..... 25

V - Term and Renegotiation 26

VI - Execution of Agreement..... 27

APPENDIX A CONFIDENTIAL UNIT LISTING 28

APPENDIX B SALARY SCHEDULE..... 29

APPENDIX C SKILL PAY 30

APPENDIX D APPROVED SITES FOR MEETING..... 31

ARTICLE ONE
MEMORANDUM

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City"), and the Long Beach Association of Confidential Employees ("Association") pursuant to Government Code Sections 3500 et seq.

Section II - Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources, and shall be entitled to pursue California or federal statutory rights.

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information:

A downloaded file on diskette with the following information for each employee:

Name, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

Section VI - City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Association.

The Association reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII - Amendments to Personnel Policies and Procedures and

Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU.

Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall notice the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII - Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his/her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule A established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

Salary Ranges

1. The Salary Resolution will be amended to provide for the following salary increases for the permanent classifications (excluding non-career classifications) included in Section A above on the effective dates indicated:

04/15/06	3%
01/01/07	2%
07/01/07	3%
07/01/08	3%

In the event IAMAW represented employees receive a general salary increase between 10/01/07 and 09/30/08 that exceeds 3%, LBACE employees will receive an equivalent increase.

The provisions of Article Two, Section I.B. shall not be subject to Article Seven, Grievance Procedures, of the MOU.

C. Step Advancement

Section 4 of the Salary Resolution, Automatic Steps, will be amended effective July 1, 2001 as follows:

1. Performance Increases

Effective July 1, 2001, step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

This step advancement policy will be effective April 1, 2001. Employees hired prior to April 1, 2001, will continue their step advancement in accordance with the step placement in effect on that date, but subject to the performance provision set forth in Section C.3. below.

3. Performance System

The performance program set forth below will be implemented July 1, 2001.

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.
- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

Effective January 1, 2001, the City will contribute \$600 to deferred compensation for all members of the Confidential Unit. Effective January 1, 2007, the City will contribute \$75 per month for all permanent members of the Association.

Section II - Overtime

1. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding sick leave) in a work week up to 60 work hours. Hours charged to sick leave shall not be considered when determining premium pay under the provision of the FLSA. However, if the employee has actually worked more than 40 hours in the work week, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.
2. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.
4. Paid sick leave will be excluded from overtime calculation when determining premium pay under the provisions of the Fair Labor Standards Act.

Section III - Skill Pay

All employees in the classifications listed in Appendix C, who meet the requirements for receipt of skill pay shall receive additional compensation at the designated rates.

Section IV - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional seventy-five cents (\$0.75) per hour and, effective 07/01/06, eighty cents (\$0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per fiscal year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular employee or vacant due to resignation, termination or other such action.

3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources.

Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

1. 0.5 hours worked
2.0 travel time (1.0 hour travel time)
2.5 total time = 2.0 hours paid (minimum)
2. 0.5 hours worked
1.0 travel time
1.5 total time = 2.0 hours paid (minimum)
3. 2.5 hours worked
1.5 travel time (1.0 hour travel time)
4.0 total time = 3.5 hours paid
4. 2.0 hours worked
0.5 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

Section VI - In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$400.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$500 per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

- A. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at \$0.365 cents per mile effective 10/01/2003, and \$0.385 cents per mile effective 07/01/06 for mileage incurred on City business.
 - 1. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.365 cents per mile and effective July 1, 2006, \$0.385 per mile.

- B. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 - 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.

- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.0.12 per mile for each mile incurred on City business.

- E. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.

- F. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section IX – Bilingual Pay

As soon as practicable, the City will amend the Salary Resolution such that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications in which the top step hourly rates are equal to or less than Salary Range 560.

Section X – Miscellaneous

The City agrees to conduct a compensation study on the classifications and grade levels of Administrative Analyst I-III and Personnel Analyst I-III. This study will include the Standard 10 survey agencies and will be completed by July 1, 2008.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

<u>Vacation Allowance</u> <u>Service Completed</u>	<u>Equivalent Vacation Days</u> <u>Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II - Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six [96] hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to Eighty (80) hours of sick leave/vacation/holiday pay in the system. However, previously-scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The employee has an effective retirement date of July 1, 1983 or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV - Holidays

1. New Year's Day - January 1
Martin Luther King Jr. Day - 3rd Monday in January
Washington's Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving - Fourth Thursday and following Friday in November
Christmas Day - December 25
Personal Holiday Leave - (32.0 hours)
2. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.
3. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).

4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
5. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.
7. The following holiday/personal holiday leave hours will be credited on a one-time basis to employees on July 1, 2006.

Permanent Full-Time Employees – 40.0 hours of holiday/personal holiday leave
Permanent Part-Time Employees – 32.0 hours of holiday/personal holiday leave

Section V - Jury Service

Employees receiving a jury summons will be provided paid release time up to Eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 2 hours prior to the completion of the shift must report back to work.

Section VI - Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.
- D. Standby duty shall be compensated at eighty-five cents (\$0.85) per hour, and ninety-five (\$0.95) per hour effective 07/01/06, for each full hour of standby duty.

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.
- B. Effective December 1, 2005, and every December 1st thereafter, through December 1, 2007, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1st thereafter through December 1, 2007, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
- a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction

for family coverage: and the restructured cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter through December 1, 2007, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

- C. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Disability/Life Insurance

- A. **Short-term/Long-term Disability Benefits** - Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.
- B. **Life Insurance** - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$75,000 life insurance or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall continue to pay to CalPERS on behalf of each eligible employee, who is a CalPERS member, an amount equal to seven-eighths ($7/8$) of his/her eight percent (8%) individual employee contribution.
2. Effective the first pay period in January 2007, the City shall contribute on behalf of each eligible employee who is a CalPERS member an amount equal to six-eighths ($6/8$) of his/her eight percent (8%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.5% at 55 Modified retirement formula.

C. Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deduction for employee contributions shall resume as prescribed in Section I.A.

Section II - Workers' Compensation

A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
2. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section III - Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

Section I - Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.

- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.

- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

Section III - Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;
- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and

- procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;
- e. Indicates the persons contacted at the informal stage; and
 - f. States the corrective action desired.

Section IV - Time Off For Processing Grievances

- A. **Informal** - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. **Formal** - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance, without loss of pay. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

Section VI - Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association, and the designated management representative.

Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Water and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

- A. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.
- B. Within 10 working days, the Department Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources Department Head/Designee

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit, to the Director of Human Resources, or designee, a copy of the second step response and a copy of the grievance. A meeting shall be held by the Human Resources, Department Head/designee. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the Director of Human Resources, or designee, shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources, or designee.

Step Three - City Manager

- A. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I - Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by federal or California law or City Charter.

Section II - Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III - Separability

This MOU is subject to all applicable federal and California laws. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section IV - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding which was ratified by the Association membership. This MOU constitutes

a mutual recommendation to be jointly submitted to the City Council for implementation on. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

Section V - Term and Renegotiation

The term of this MOU shall commence on October 2, 2004, and shall remain in effect through September 30, 2008. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2008 to May 15, 2008 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of June, 2006.

LONG BEACH ASSOCIATION OF
CONFIDENTIAL EMPLOYEES

CITY OF LONG BEACH

Christopher Daclan, Interim President

Gerald R. Miller, City Manager

Stephanie Kemp, Negotiator

Kevin Boylan, Director of Human
Resources

APPENDIX A - CONFIDENTIAL UNIT

<u>Title</u>	<u>Department</u>
Clerk Typist III	Human Resources
Personnel Analyst II	Human Resources
Personnel Assistant	Human Resources
Personnel Analyst I	Human Resources
Personnel Analyst II	Human Resources
Personnel Analyst III	Human Resources
Secretary	Human Resources
Personnel Assistant	Human Resources
Administrative Aide	Human Resources
Admin Aide II	Human Resources
Clerk Typist III	Human Resources
Safety Specialist II	Human Resources
Secretary	Human Resources
Systems Analyst I	Human Resources
Personnel Assistant	Human Resources
Clerk Typist III	Human Resources
Business Systems Specialist VI	Info Svcs/Payroll
Business Systems Specialist V	Info Svcs/Payroll
Business Systems Specialist IV	Info Svcs/Payroll
Secretary	Info Svcs/Payroll
Admin Analyst III	Financial Management
Admin Analyst II	Financial Management
Secretary	Financial Management
Executive Secretary	Law
Office Manager	City Prosecutor
Personnel Analyst III	Civil Service
Personnel Analyst II	Civil Service
Personnel Analyst I	Civil Service
Assistant Admin Analyst II	Civil Service
Senior Accountant	Financial Management
Secretary	Harbor
Admin Analyst III	Harbor
Sec to Deputy Chief	Police
Sec to Deputy Chief	Police
Sec to Deputy Chief	Police

APPENDIX B

SALARY SCHEDULE

The current Salary Resolution for will contain the correct pay rate schedules.

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560.	For regular and frequent use of certified oral and written bilingual skills.	\$0.70 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person for employee health insurance programs.	\$2.00 per hour

APPENDIX D

APPROVED SITES FOR MEETING

<u>Location</u>	<u>Site</u>	<u>Contact</u>
<u>CITY HALL</u>		Director of Human Resources
7th Floor Civil Service	Board Rooms or Testing Rooms Hall	
12th Floor Technology Services	Conference Room	
13th Floor City Manager	Conference Rooms	
Library	Meeting Room	

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

OCTOBER 2, 2004 TO SEPTEMBER 30, 2008

TABLE OF CONTENTS

ARTICLE ONE – Memorandum of Understanding

Section I	-	Parties to Memorandum of Understanding	1
Section II	-	Recognition	1
Section III	-	Purpose	1
Section IV	-	Nondiscrimination	1
Section V	-	Employee Organization Rights and Responsibilities	2
		A. Dues and Benefit Deductions Program	2
		B. Association of Representatives	2
		C. Notification of Job Classifications Changes	2
		D. Notification of Changes in Work Rules	2
		E. Representational Time-Off	3
		F. Bulletin Boards	3
		G. Work Access and Distribution of Notices	3
		H. Representational Information	4
Section VI	-	City Obligations and Responsibilities	4
		A. City Obligations	4
		B. Definition of City Obligations	5
Section VII	-	Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations	5
Section VIII	-	Peaceful Performance of City Services	6

ARTICLE TWO – Salaries and Compensation

Section I	-	Classifications – Pay Rates – Salary Increases	7
		A. Listing of Classifications and Rates of Pay	7
		B. General Salary Increase	7
		C. Step Advancement/Performance System	7
Section II	-	Overtime	9
Section III	-	Skill Pay	10
Section IV	-	Night Shift Differential	10
Section V	-	Higher Classification Pay	11
Section VI	-	Mileage Reimbursement	11
Section VII	-	Call Back	12
Section VIII	-	In-Lieu Compensation	13

ARTICLE THREE – Paid Time Off Benefits

Section I	-	Vacation	14
Section II	-	Sick Leave	14
		A. Sick Leave Credits	14
		B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness	15

TABLE OF CONTENTS

ARTICLE THREE – Paid Time Off Benefits (Continued)

	C. Preservation of Sick Leave (Vacation) During Extended Leave	15
	D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee	15
	E. Medical Certification	16
Section III -	Bereavement Leave	16
Section IV -	Holidays	16
Section V -	Jury Service	17
Section VI -	Standby Pay	17

ARTICLE FOUR – Benefits

Section I -	Health, Dental and Life Insurance	19
Section II -	City Health Insurance Advisory Committee	20
Section III -	On-the-Job Death Benefit.....	20

ARTICLE FIVE – Retirement and Workers' Compensation

Section I -	Retirement	22
	A. Continuation of Retirement Benefits.....	22
	B. Amendment to contract with CalPERS.....	22
	C. Report the Value of Employer-Paid Member contribution	22
	D. Superfunding.....	22
Section II -	Workers' Compensation	22

ARTICLE SIX – Other Benefits and Employment Conditions

Section I -	Employee Parking	24
Section II -	Rest Periods	24
Section III -	Personnel Files	24
Section IV -	Transfer/Reassignment/Change of Shifts	25
Section V -	Accident Review	25
Section VI -	Labor/Management Meetings.....	25

ARTICLE SEVEN – Grievance Procedure

Section I -	Definition	26
Section II -	Grievance Presentation	26
Section III -	Grievance Forms	26
Section IV -	Time Off For Processing Grievances	27
	A. Informal	27
	B. Formal	27

TABLE OF CONTENTS

ARTICLE SEVEN – Grievance Procedure (continued)

Section V	-	Cost of Witnesses at Grievance/Arbitration	27
Section VI	-	Number of Witnesses at Arbitration	27
Section VII	-	Extension of Time Limits	27
Section VIII	-	Informal Procedure	28
Section IX	-	Formal Procedure	28
		Step One – First Level Division/Bureau Head	28
		Step Two – Departmental Head	29
		Step Three – Director of Human Resources/Designee	29
		Step Four – City Manager	29
		Step Five – Arbitration	30

ARTICLE EIGHT – General Provisions

Section I	-	Conclusiveness of Agreement	32
Section II	-	Support of Agreement	32
Section III	-	Separability	32
Section IV	-	Ratification and Implementation	32
Section V	-	Term and Renegotiation	33
Section VI	-	Execution of Agreement	34

APPENDIX A – LISTING OF CLASSIFICATIONS BY BARGAINING UNITS	35
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APPENDIX B – PAY RATE SCHEDULE	36
---	-----------

APPENDIX C – SKILL PAY	39
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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I – Parties of Memorandum of Understanding

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the City Of Long Beach, a Municipal Corporation (“City”), and the Long Beach Association of Engineering Employees (“Association”) pursuant to Government Code Sections 3500 et seq.

Section II – Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III – Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV – Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources or Civil Service, and shall be entitled to pursue California or federal statutory rights.

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for Association dues and benefit program premiums shall be certified to the City by the designated Association official. For such purposes, the City shall charge the Association for each employee five and one-half cents (\$.055) per deduction for Association dues and five and one-half cents (\$.055) per deduction for all other deductions. The deductions shall be made twice a month.

The Association hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.

B. Association Representatives

The Association shall submit a current list of Association representatives (Board Members and alternates) to the Director of Human Resources ("Director"). Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Association and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter.

D. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing departmental work rules affecting conditions of employment, the City shall give the Association reasonable notice as defined by the Government Code prior to placing the new rules, or changes in such existing rules, into effect. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Association, the City, and the employees.

E. Representational Time-Off

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 100 hours to be used for general Association business. The Association shall provide the Director with a monthly accounting of how this time is being used, listing: name, department, date, and work hours used, rounded off to 12-minute increments. Unused time cannot be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Bulletin Boards

The Association shall have access to a reasonable number of bulletin boards for the purpose of posting notice of official Association business. Notices to be posted shall receive the prior approval of the Director. In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official.

G. Work Access and Distribution of Notices

1. Authorized Association staff, field representatives or employee representatives (Board Members and alternates pursuant to Article I Section V-B) shall be given access to work locations during working hours to conduct Association business so long as it is not unreasonably disruptive of normal working processes. Management may deny access if it feels it will unreasonably interfere with work. The Association representative must advise management when he/she has arrived on site.
2. The Association shall give to all department heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list.
3. With prior City approval, the Association may have access to available conference rooms and/or City facilities during non-work hours.
4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without

the prior permission of the appointing authority or designee. Any written information to be distributed to employees must be furnished to management.

H. Representational Information

Unless an employee notifies the City in writing that he/she does not want the social security number released, the City shall provide the Association with the following information:

1. A quarterly listing (hardcopy) which shall list the following information for each unit employee:

Name, occupation code and title, Association membership dues amount, department and division, home address, birth date, age, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other deductions.
2. A bi-weekly listing (hardcopy) of dues and all other deductions.

Section VI – City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.

8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Association.

The Association reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII – Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII – Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Association shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions.

Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights.

The City agrees that there shall be no general lockout of LBAEE bargaining unit members.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his or her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section I.A on the effective dates indicated:

07/01/2006	3%
01/01/2007	2%
07/01/2007	3%
07/01/2008	3%

C. Step Advancement/Performance System

1. Performance Increases

Effective October 1, 2001, step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in C.3. below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the Pay Rate Schedule for the classification, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee

has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

This step advancement policy will be effective October 1, 2001. Employees hired prior to September 1, 2001, will continue their step advancement in accordance with the step placement in effect on that date, but subject to the performance provision set forth in Section C.3. below.

3. Performance System

The performance program set forth below will be implemented October 1, 2001.

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which

acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.

- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint. (For employees in the Water Department and Harbor Department, this shall constitute the final step of the appeal process.)
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources or designee shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

Section II – Overtime

- A. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 hours paid (excluding sick leave) in a work week, up to 40 work hours. Hours charged as sick leave will be excluded from overtime calculation for exempt and non-exempt employees when determining premium pay under the provisions of FLSA. However, if the employee has actually worked more than 40 hours in the workweek, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations

are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.

- B. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted if it results in the disruption of departmental operations. It may also not be granted in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
- C. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

(26.67 straight time hours x 1 ½ = 40)

- D. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
- E. All banked time-off hours not taken prior to the effective date of a salary range decreases which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section III – Skill Pay

All employees in the classifications listed in Appendix C, who meets the requirements for receipt of skill pay shall received additional compensation at the designated rates.

Section IV – Night Shift Differential

Night shift differential shall be compensated at seventy cents (\$.70) per hour. Effective July 1, 2006, night shift differential shall be compensated at eighty cents (\$.80) per hour.

Night shift differential shall be paid to any permanent full-time employee whose regular schedule requires the employee to work between the hours of 6:00 p.m. and 6:00 a.m. provided that either:

- A. The employee works ½ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or

- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a "split shift." Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section V – Higher Classification Pay

Effective July 1, 2002, each employee who is required to perform the full range of duties in a vacant, higher classification, up to and including division manager, shall be paid an additional sixty cents (\$0.60) per hour. Effective July 1, 2006, higher classification pay shall be compensated at eighty cents (\$0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per calendar year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.
3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by the appointing authority or designee.

Section VI – Mileage Reimbursement

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- B. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.365 cents per mile effective 10/01/03. Effective 07/01/06, mileage will be reimbursed at a rate of \$0.385 cents per mile.
- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.
- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.10 per mile for each mile incurred on City business. Effective 07/01/06, the per mile rate will be reimbursed at \$0.12 per mile.
- E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at the designated rate per mile for mileage incurred on City business.
- F. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- G. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to a City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations.

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

Section VIII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$400.00.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

ARTICLE THREE

PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

<u>Service Completed</u>	<u>Equivalent Vacation Days Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II – Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six [96] hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child or, parent, spouse or same-sex domestic partner

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to 80 hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The employee has an effective retirement date of July 1, 1983, or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III – Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where the death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV – Holidays

A. Holidays

- New Year's Day – January 1
- Martin Luther King, Jr. Day – 3rd Monday in January
- Washington's Birthday – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Thanksgiving – Fourth Thursday and fourth Friday in November
- Christmas Day – December 25
- Personal Holiday Leave – (32.0 hours)

B. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees

receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the state or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.

- C. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
- D. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
- E. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
- F. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.

Section V – Jury Service

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees, who are on jury service, will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service, in time to arrive at work at least 2 hours prior to the completion of the shift, must report back to work. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

Section VI – Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient

to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.

- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.

- D. Standby duty shall be compensated at sixty cents (\$.60) per hour for each full hour of standby duty. Effective July 1, 2006, standby duty shall be compensated at ninety-five cents (\$.95) per hour for each full hour of standby duty.

ARTICLE FOUR

BENEFITS

Section I – Health, Dental and Life Insurance

A. City Contribution:

1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.

B. Effective December 1, 2005, and every December 1st thereafter, through December 1, 2007, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1st thereafter through December 1, 2007, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
 - a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the restructured cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter through December 1, 2007, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

Section II – City Health Insurance Advisory Committee (HIAC)

The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The committee reviews plan costs and make recommendations to the City Manager on plan changes, benefit levels, payroll deductions, and deletion or addition of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section III – On-the-Job Death Benefit

Effective July 1, 2002, if an employee is a victim of violence in the workplace and is killed on the job, the City shall continue to provide health insurance and dental insurance benefits as follows:

1. For the surviving spouse until his/her marriage, death, or Medicare eligibility, whatever occurs first.
2. For the surviving children until their 19th birthday or until age 26 if a full-time student in an accredited college or university.

Violence in the workplace does not include accidents or acts of God.

ARTICLE FIVE

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement Program

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall pay to CalPERS on behalf of each eligible employee, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual contribution.
2. Effective July 22, 2006, the City shall contribute on behalf of each current bargaining unit member, a maximum of six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System

As soon as practicable, the City shall amend its contract with the CalPERS to implement a new tier of retirement benefits for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefits will be 2.5% @ 55 Modified retirement formula.

C. Report the Value of Employer Paid Member Contributions (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employee's contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deductions for employee contributions shall resume as prescribed in Section I.A.

Section II – Workers' Compensation

- A. Any Association employee, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of

and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than fourteen (14) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime, night shift differential, or higher classification pay.

ARTICLE SIX

OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

- A. Employee parking shall be provided on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
- B. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II – Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

Section III – Personnel Files

An employee or his/her Association representative, with written consent of the employee shall be entitled to review all of his/her existing personnel folders upon request.

The employee shall, in advance, be advised of, entitled to read and challenge, all statements written by the employee's supervisor, division head, bureau head, or department head, of his/her work performance or conduct, if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to challenge any such material. Tardy slips and notes of absenteeism shall be excluded from this requirement since they are not considered to be disciplinary statements.

At the employee's request in writing, disciplinary memoranda for minor offenses, including suspensions not to exceed two (2) days and all tardy slips and notes of absenteeism, shall be "sealed" for reasons that such items shall not be used against the employee thereafter, if no further disciplinary action has been taken against the employee within two (2) years following issuance of the memoranda.

Any item that is sealed shall be removed from access from personnel except the department head or designee. If the employee believes there is material in the personnel file that should be removed or sealed, he/she may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources and Affirmative Action unless there is some other alleged violation of the MOU within the grievance.

Section IV – Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section V – Accident Review

Employees who are involved in accidents and are being questioned, where the results of the investigation may lead to discipline, are entitled to representation at each level of the accident review process. If the employee requests representation, an Association representative shall be permitted to attend.

Section VI – Labor/Management Meetings

The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under a different Article of this MOU.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.

- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission;
 - 4. Loss of skill pay due to a change of assignment, work or duties.

- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this Agreement, may be pursued under this Article.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative (Board member, or alternate) or Association staff. Grievances may also be presented by a group of employees or by the Association.

Section III – Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and Affirmative Action and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;

- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted or misapplied;
- e. Indicates the persons contacted at the informal stage; and
- f. States the corrective action desired.

Section IV – Time Off For Processing Grievances

- A. **Informal** – The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. **Formal** – The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure and arbitration at Steps I through V, without loss of pay for the time so spent.

Section V – Cost of Witnesses at Grievance/Arbitration

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance/arbitration, without loss of pay for the time so spent. City employees called as witnesses, not on duty at the time, may receive compensation by the party of parties who request the witnesses.

Section VI – Number of Witnesses at Arbitration

Calling of witnesses by either party shall be done with a reasonable amount of constraint. Approximately three or four witnesses may be called by each party. In the event that more witnesses are desired by either party, the arbitrator shall make the final decision as to the number of witnesses permitted by each party.

Section VII – Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association staff, or Association representative (Association board member or alternate) and the designated management representative.

Section VIII – Informal Procedure

Both the City and the Association agree that grievance resolution at the informal level is preferred and should be encouraged by both parties.

Within 10 working days of the occurrence or knowledge of the matter, which causes the complaint, the employee shall discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

Section IX – Formal Procedure

The Association has the right to be present if invited by the grievant at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this MOU. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One – First Level Division/Bureau Head

- A. Within 10 working days of the occurrence or knowledge of the matter, which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau Head.
- B. Within 10 working days the Division/Bureau Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

Step Two – Department Head

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head a copy of the first step response and a copy of the grievance. A meeting shall be held by the Department Head. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the Department Head shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Administrative Officer or equivalent for Department Head/designee.

Step Three – Director of Human Resources /Designee

- A. Within 10 working days of the response from the second level, the grievant, if dissatisfied, may submit, to the Director of Human Resources or designee a copy of the second step response and a copy of the grievance.

A meeting shall be held by the Director of Human Resources or designee. An Association representative shall be present if requested by grievant(s).

- B. Within 10 working days the Director of Human Resources and or designee shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources or designee.

Step Four – City Manager

- A. Within 10 working days of the response from the third level, the grievant(s), if dissatisfied, may submit to the City Manager copy of the third step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

Step Five – Arbitration

If the City Manager (Water or Harbor – Department Head) does not satisfactorily dispose of the complaint, the Association may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Human Resources and Affirmative Action Department shall meet with the Association representative to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached as to the specific issue(s) so agreed shall be reduced to writing, and the submission agreement shall be submitted to arbitration. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold a hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
2. Upon receipt of the panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making a stenographic record shall be borne equally;
8. Seventy-five percent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported;
9. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;

10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement;
11. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by Federal or California law or City Charter.

Section II – Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III – Separability

This MOU is subject to all applicable Federal and California law. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable Federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section IV – Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding, which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council

for adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

The Association shall be provided copies of all proposed amendments to all applicable City ordinances including the Personnel Ordinance and the Salary Resolution prior to submission to the City Council for enactment.

Section V – Term and Renegotiation

The term of this MOU shall commence on October 2, 2004, and shall remain in effect through September 30, 2008. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2008 to May 15, 2008, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2006.

THE LONG BEACH ASSOCIATION OF
ENGINEERING EMPLOYEES

CITY OF LONG BEACH

WILLIAM GATOFF
President

GERALD R. MILLER
City Manager

PHIL CARROLL
Vice President

KEVIN BOYLAN
Director of Human Resources

MARGO BERDANIS
Secretary

ISAAC PAI
Director of Engineering, Chief Engineer

CHUCK CARR
Chief Negotiator

SHERRIEL MURRY
Personnel Analyst

MICHAEL ZUKOSKI
Negotiator

RON BRISSON
Negotiator

DAVE VASQUEZ
Negotiator

APPROVED AS TO FORM

_____, 2006
ROBERT E. SHANNON, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

Assistant Chief Harbor Engineer	Petroleum Engineering Technician
Chief Building Inspector	Plan Checker-Electrical
Chief Construction Inspector	Plan Checker-Fire Prevention
Chief Surveyor	Plan Checker-Mechanical
Civil Engineer	Plan Checker-Plumbing
Civil Engineering Assistant	Plumbing Inspector
Civil Engineering Associate	Principal Building Inspector
Combination Building Inspector	Principal Construction Inspector
Combination Building Inspector Aide I/II	Principal Geological Drafting Technician
Construction Inspector I/II	Senior Architectural Engineer
Corrosion Control Supervisor	Senior Civil Engineer
Deputy Chief Harbor Engineer I/II	Senior Combination Building Inspector
Electrical Engineer	Senior Electrical Engineer
Electrical Engineering Associate	Senior Electrical Inspector
Electrical Inspector	Senior Engineering Technician II/I
Engineering Aide I/II/III	Senior Geological Drafting Technician
Engineering Technician I/II	Senior Geologist (T)
Environmental Remediation Specialist I/II	Senior Mechanical Engineer
Environmental Specialist Assistant	Senior Mechanical Inspector
Environmental Specialist Associate	Senior Petroleum Engineer (T)
Environmental Specialist I/II	Senior Petroleum Engineering Associate (T)
Geographic Information System Analyst I/II/III	Senior Plumbing Inspector
Geologist (T)	Senior Program Manager
Geologist I/II	Senior Structural Engineer
Landscape Architect	Senior Survey Technician
Manager of Rail Transportation Systems	Senior Surveyor
Manager-Environmental Planning	Senior Traffic Engineer
Material Testing Chemist	Structural Engineer
Materials Inspector	Structural Engineering Associate
Mechanical Engineer	Survey Technician
Mechanical Engineering Associate	Surveyor
Oil Field Gauger I/II	Traffic Engineer
Petroleum Engineer (T)	Traffic Engineering Aide I/II
Petroleum Engineering Assistant	Traffic Engineering Associate I/II
Petroleum Engineering Associate I/II	Water Quality Process Engineer

APPENDIX B

PAY RATE SCHEDULE

Pay Rate Schedule was not available for distribution at this time. Salary Resolutions to be distributed at a later date will contain these pay rate tables.

In addition to the salary increases provided for in Article Two, Section I.B., equity adjustments will be made on the dates indicated:

1. On July 1, 2006, all classifications represented by the Association will receive an equity adjustment of 3%.
2. On October 1, 2006, the following classifications represented by the Association will receive an equity adjustment of 3%.

Assistant Chief Harbor Engineer
Civil Engineer
Civil Engineering Assistant
Civil Engineering Associate
Corrosion Control Supervisor
Deputy Chief Harbor Engineer I/II
Electrical Engineer
Electrical Engineering Associate
Engineering Aide I/II/III
Engineering Technician I/II
Environmental Remediation Specialist I/II
Environmental Specialist Assistant
Environmental Specialist Associate
Environmental Specialist I/II
Geographic Information System Analyst I/II/III
Geologist (T)
Geologist I/II
Landscape Architect
Manager of Rail Transportation Systems
Manager-Environmental Planning
Material Testing Chemist
Mechanical Engineer
Mechanical Engineering Associate
Oil Field Gauger I/II
Petroleum Engineer (T)
Petroleum Engineer I/II
Petroleum Engineering Assistant
Petroleum Engineering Associate (T)
Petroleum Engineering Associate I/II
Petroleum Engineering Technician

Principal Geological Drafting Technician
Senior Architectural Engineer
Senior Civil Engineer
Senior Electrical Engineer
Senior Engineering Technician II/I
Senior Geological Drafting Technician
Senior Geologist (T)
Senior Mechanical Engineer
Senior Petroleum Engineer (T)
Senior Petroleum Engineering Associate (T)
Senior Program Manager
Senior Structural Engineer
Senior Traffic Engineer
Structural Engineer
Structural Engineering Associate
Traffic Engineer
Traffic Engineering Aide I/II
Traffic Engineering Assistant
Traffic Engineering Associate I/II
Water Quality Process Engineer

3. The City will complete a classification study on the Plan Checker classification by January 1, 2007.
4. On January 1, 2007, the salary range for Chief Surveyor will be changed from range 674 to range 694.
5. On January 1, 2007, the following classifications represented by the Association will receive an equity adjustment of 3%.

Chief Building Inspector
Chief Construction Inspector
Chief Surveyor
Combination Building Inspector
Combination Building Inspector Aide I/II
Construction Inspector I/II
Electrical Inspector
Materials Inspector
Plan Checker-Electrical
Plan Checker-Fire Prevention
Plan Checker-Mechanical
Plan Checker-Plumbing
Plumbing Inspector
Principal Building Inspector
Principal Construction Inspector
Senior Combination Building Inspector

Senior Electrical Inspector
Senior Mechanical Inspector
Senior Plumbing Inspector
Senior Survey Technician
Senior Surveyor
Survey Technician
Surveyor

6. On July 1, 2007, the classifications identified in Item #3 above will receive an equity adjustment of 2%.
7. On January 1, 2008, the classifications identified in Item #6 above will receive an equity adjustment of 2%.

APPENDIX C

SKILL PAY

EFFECTIVE DATE: July 1, 2006

	Classification	Skill	Additional Compensation
1.	Non-management classifications in the current Salary Resolution with a base hourly rate of \$20.038 or lower	For regular and frequent use of certified oral and/or written bilingual skills	\$0.30 per hour
*2.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Electrical Inspector; Sr. Electrical Inspector; Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Plan Checker-Electrical; Plan Checker-Mechanical; Plan Checker-Plumbing; Plan Checker-Fire Prevention; Principal Building Inspector; Chief Building Inspector	When possessing certifications issued by nationally recognized trades organizations that must be re-certified annually and approved by the City Building Official or Fire Marshall. No more than one skill pay shall be awarded for each trade (\$0.75 per hour for one specialty certification, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four certifications)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour
*3.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Electrical Inspector; Sr. Electrical Inspector; Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Principal Building Inspector; Chief Building Inspector	When registered by the Int'l Conference of Building Officials or the Int'l Code Conference and re-certified on an annual basis in accordance with Planning and Building Department regulations (\$0.75 per hour for one specialty certification, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four certifications)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour

	Classification	Skill	Additional Compensation
4.	Combination Building Inspector Aide I and II; Combination Building Inspector; Senior Combination Building Inspector; Principal Building Inspector; Senior Electrical Inspector; Senior Plumbing Inspector; Senior Mechanical Inspector	Counter plan checking	\$6.40 per diem
*5.	Construction Inspector I; Construction Inspector II; Principal Construction Inspector; Chief Construction Inspector; Pipeline Welding Inspector	When fully qualified to perform deputy inspection work and while possessing valid deputy inspector cards in specified fields of expertise (\$0.75 per hour for one deputy inspector card, \$1.00 per hour for two cards, \$1.25 per hour for three cards, up to a maximum \$1.50 per hour for four cards)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour
6.	Construction Inspector II	When performing field supervisory duties	\$5.00 per diem
7.	Civil Engineer; Sr. Civil Engineer	When possessing a California Structural Engineers license and assigned to perform Structural Engineering duties	\$10.00 per diem
8.	Plan Checker	When appropriately certified in the discipline of plumbing, mechanical or electrical inspection and assigned to perform as a Plan Checker	\$4.00 per diem

	Classification	Skill	Additional Compensation
*9.	Corrosion Control Supervisor; Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing an American Welding Society certificate for gas pipeline welding inspections or a National Association of Corrosion Engineers certificate (\$0.75 per hour for one specialty certification, up to a maximum of \$1.00 per hour for two certifications)	\$0.75 per hour \$1.00 per hour

*A bargaining unit member may receive only one of these skill pays. They cannot be stacked.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH MANAGEMENT ASSOCIATION

OCTOBER 2, 2004 TO SEPTEMBER 30, 2008

TABLE OF CONTENTS

ARTICLE ONE – GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation	1
A. Purpose.....	1
B. Intent.....	1
C. Philosophy	1
Section II - Term	2
Section III - City Rights Reserved	2
Section IV - Nondiscrimination	3
Section V - Peaceful Performance of City Service	3
Section VI - Association Composition.....	4
Section VII - Association Dues	4
Section VIII - Association Communications.....	4
Section IX - Association Officers Responsibilities	4

ARTICLE TWO - SALARY AND COMPENSATION

Section I - Compensation.....	5
A. Pay for Performance System	5
B. Exceptional Performance Incentives	5
C. Hay Salary Survey	6
Section II - Acting Appointments.....	6
Section III - Auto Allowance/Reimbursement.....	6
Section IV - Specialty Pay	6
Section V - Severance Pay	6

ARTICLE THREE – PAID TIME OFF

Section I - Holidays	7
Section II - Vacation Leave	7

TABLE OF CONTENTS

Section III - Sick Leave	8
Section IV - Executive Leave	8
Section V - Bereavement Leave.....	8
Section VI - Jury Duty.....	8

ARTICLE FOUR – INSURANCE BENEFITS

Section I - Health, Dental & Life Insurance	9
Section II - Continuation of Health Insurance for Surviving Spouse.....	9
Section III - Short-term/Long-term Disability Benefits	11
Section IV - Life Insurance	11
Section V - Annual Physical Exam	11

ARTICLE FIVE - RETIREMENT

Section I - Retirement	12
A. Continuation of Retirement Benefits.....	12
B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)	12
C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation	12
D. Superfunding.....	13

ARTICLE SIX – EMPLOYMENT CONDITIONS

Section I - Employee Parking.....	14
Section II - Tuition Reimbursement.....	14
Section III - Management Rotation Program.....	14

APPENDIX A	16
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ARTICLE ONE

GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation

The Long Beach Management Association (LBMA) is hereby recognized as the exclusive representative for employees of the Long Beach Managers in the positions indicated in Appendix "A," attached hereto and made a part hereof.

- A. Purpose - The parties agree that the purpose of this Memorandum of Understanding (MOU) is:
1. To promote and provide harmonious relations, cooperation and understanding between the City of Long Beach (City) appointing authorities and the employees covered herein;
 2. To provide an orderly and equitable means of resolving differences which may arise under this memorandum; and,
 3. To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by LBMA.
- B. Intent - It is understood the intent of the MOU is to set forth a joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation, and shall not be binding unless and until the City Council:
1. Approves the provisions contained in this Memorandum;
 2. Adopts the required ordinances and/or resolutions; and,
 3. Appropriates the funds required to implement the provisions hereof.
- C. Philosophy - It is further understood that:
1. The City's goal is to provide residents with management leadership that can develop and implement high quality programs and services. The City's compensation programs can be used to foster the attainment of the City's mission, goals, and the directives of the City Council and the appointing authorities.
 2. The City seeks to successfully attract, retain and motivate high quality management employees.

3. The City's management compensation programs are designed to reward productivity, improve employee skills, increase customer satisfaction, and encourage effective resource utilization.
4. The City's management compensation system is intended to be internally equitable, competitive with marketplace practices consistent with budgetary constraints, and non-discriminatory in its design.
5. The performance appraisal plan is intended to help all employees to assess their effectiveness in meeting job standards while establishing goals and objectives that will lead to continuous improvement.
6. All employees represented by this agreement are "at will" employees who serve at the pleasure of their appointing authority.

Section II - Term

The term of this Memorandum shall commence October 2, 2004 and terminate at midnight on September 30, 2008.

Section III - City Rights Reserved

The City retains all rights not specifically limited by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job duties and personnel by which government operations are to be conducted.
- E. Determine issues of public policy and the overall mission of the City.
- F. Maintain and improve the efficiency and effectiveness of government operations.

- G. Take any necessary actions to carry out the mission of the City in situations of emergency.
- H. All rights of management, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the rights of management which are included in this agreement, exclusive of a competent court having subject matter jurisdiction.

Section IV – Non-Discrimination

The provisions of this MOU shall be applied equally to all employees and no person shall be discriminated against or benefited in any manner that is inconsistent with the standards set forth in Federal and State statutes, or with any ordinance, resolution or policy of the City.

Section V - Peaceful Performance of City Service

The LBMA members fully support the business of the City to provide services to the citizens of Long Beach. They also support the actions of the appointing authority and stand ready to implement any of the appointing authority's directives.

It is mutually understood and agreed that participation by any employee in a strike or concerted work stoppage or slowdown terminates the employment relationship of those individuals involved, in the absence of specific written waiver of such termination by an authorized City official.

- A. It is further understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the appointing authority cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

- C. Neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Article shall apply for the same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this Agreement in addition to whatever other remedies may be to the City at law or in equity.
- D. The City agrees that there shall be no general lockout of LBMA bargaining unit members.

Section VI – Association Composition

The Bargaining Unit composition represented by the Long Beach Management Association shall be that described in Appendix "A". Any changes to the unit composition must be made in accordance with the provisions of the City's Employer-Employee Relations Resolution, common fair labor practices, and any applicable State and Federal Statutes.

Section VII – Association Dues

Upon receipt of a written voluntary authorization from the employee, the City shall deduct Association dues from the pay of represented employees. The City shall charge the employee organization five and one-half cents (\$0.055) per deduction. The Association agrees to indemnify and holds the City harmless for any loss or damages, claims or causes of action arising from the operation of this provision of the agreement.

Section VIII – Association Communications

Department and public area bulletin boards will be made available for posting Association notices.

Section IX – Association Officers Responsibilities

The parties agree that from time to time, it will be necessary for the Board of Directors to meet and conduct the business of the Association. The Association will make every effort to conduct these meetings during non-office hours. The City will provide access to City facilities when they are available, i.e. community rooms. Opportunity for the Board to participate in these meetings will not be withheld so long as the work of the City is not adversely impacted.

ARTICLE TWO

SALARY AND COMPENSATION

Section I – Compensation

A. Pay for Performance System

1. The City will continue to use the HAY job evaluation system to develop appropriate compensation for various positions in the E00 (management) classifications.
2. On or about January 1, 2007, and each January thereafter, the City will develop a salary administration guide. This guide will set forth a matrix for salary adjustments based on an employee performance evaluation and the position of the manager's salary within the salary range.
3. It is understood that the pay for performance system may be adversely impacted by budget constraints. It is the intent of the parties, however, that a merit pay plan be re-instituted.
4. Every attempt shall be made to establish reasonable salary differential between management personnel and their subordinates. Overtime of subordinates shall not be considered in determining the compression differential. Incentives, if any, shall be added to base calculations of subordinate compensation calculation. In cases where a differential does not exist, the parties agree to meet to discuss the basis for the compression and attempt to resolve the situation.

B. Exceptional Performance Incentives

Represented employees who have demonstrated exceptional performance beyond established goals and objectives for their position may be considered for a Performance Incentive Award. Consideration for such awards will be based upon the recommendation of the department head. Awards may be granted in the form of a lump sum bonus payment or a merit increase added to the employee's base rate.

These awards will be based on the availability of funds, and consideration of budget constraints. They will be awarded based on the sole discretion of the appointing authority.

C. Hay Salary Survey

On or about January 1, 2007, the City will complete a comprehensive external review of salary range control points for representative benchmark classifications under the City Manager's direction. The purpose of this review will be to establish salary control points that are competitive with the marketplace and to create a process by which the ranges can be adjusted biennially to reflect pay practices within the marketplace. The Association may designate two managers to participate in this study.

Section II – Acting Appointments

When acting appointments are made, the appointee shall receive a salary adjustment of 10 percent, or no less than the minimum salary of that range, which ever is greater.

Section III – Auto Allowance/Reimbursement

Managers shall be entitled to an auto allowance/reimbursement in such amounts as determined by the appropriate appointing authority.

Section IV – Specialty Pay

Sworn Management staff of the Police Department shall continue to be eligible for the same Marksmanship pay and Wellness pay provided to other sworn members of the department.

Section V – Severance Pay

In the event a bargaining unit member's position is eliminated as a result of a reduction in force, and that member has not been offered a reasonable alternative management position with the City, the City shall pay to the bargaining unit member severance compensation. The amount of this compensation shall be calculated at one week of base pay for every full year of City service with a maximum allowance of sixteen (16) weeks of severance pay. Health insurance coverage shall continue for four full months after the month in which the bargaining unit member is terminated provided the bargaining unit member is not eligible for health insurance coverage through a spouse or other carrier.

The bargaining unit member will not be eligible for this benefit if he/she is terminated for cause, resigns in lieu of termination, retires or voluntarily separates service from the City.

ARTICLE THREE

PAID TIME OFF

Section I – Holidays

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Section II – Vacation Leave

A. Permanent, full-time employees covered herein shall accrue vacation leave with pay on the following basis:

Service Completed	Equivalent Vacation Days Earned Per Year
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18

18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

- B. Effective August 1, 2006, upon retirement, each bargaining unit member shall have 75% of his/her outstanding vacation leave balance converted to sick leave. This leave may be used under the same terms and conditions as all other accumulated sick leave. It is the intent that this mandatory conversion not create a taxable event. If such conversion is subsequently found to create tax consequences, the parties agree that this provision shall be discontinued.

Section III – Sick Leave

Permanent, full-time employees covered by this MOU shall earn a maximum of ninety-six (96) hours [twelve (12) days] of sick leave per year, with unlimited accrual.

Section IV – Executive Leave

Employees represented herein shall be granted forty (40) hours of executive leave on January 1 of each calendar year by the proper appointing authority. Additional executive leave to a maximum of forty (40) additional hours may be granted at the sole discretion of the appointing authority. Such additional leave, if awarded, shall be based on a manager's demonstrated performance during the preceding fiscal year. Determinations regarding the award of such leave shall be made during January of each year. Executive leave shall not accrue from one year to the next. Nor shall there be any pay off of executive leave upon separation from the City for any reason.

Section V – Bereavement Leave

Represented employees may be absent from duty with pay for 3 days for the death or critical illness where death appears imminent of the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Section VI – Jury Duty

Employees will be eligible for up to 80 hours of paid jury time each calendar year.

ARTICLE FOUR

INSURANCE BENEFITS

Section I – Health, Dental and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.
- B. Effective December 1, 2005, and every December 1st thereafter, during the term of this agreement, the City contribution for health, dental and life insurance shall be established in the following manner:
1. On December 1, 2005, and every December 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
- a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter during the term of the agreement, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

- C. The LBMA shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the Union of his recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

Section II – Continuation of Health Insurance for Surviving Spouse

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continued payments by the

City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983, or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premiums shall continue until:

- A. The spouse remarries;
- B. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Short-term/Long-term Disability Benefits

Eligible employees will receive short-term and long-term disability benefits. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

Section IV – Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of three (3) times their annual salary up to \$500,000 per year of term life insurance. The City will pay the full cost of the annual premiums. The City will provide employees the ability to purchase increased coverage at their own expense based on conditions established by the insurance carrier. If such increased coverage is offered, it shall be in increments designated by the City.

Section V – Annual Physical Exam

Employees covered hereunder are eligible to receive an annual physical examination at City expense through the City-provided program.

ARTICLE FIVE

RETIREMENT

Section I –Retirement

A. Continuation of Retirement Benefits

1. For bargaining unit employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall pay to CalPERS on behalf of each eligible miscellaneous employee, who is a CalPERS member, an amount equal to seven-eighths ($7/8$) of his/her eight percent (8%) individual employee contribution, and for safety members, an amount equal to nine-ninths ($9/9$) of his/her nine percent (9%) individual contribution.
2. The City agrees to contribute on behalf of each new miscellaneous bargaining unit member hired by the City after October 1, 2004, an amount equal to three-eighths ($3/8$) of his/her eight percent (8%) individual employee contribution; and for each new safety bargaining unit member hired by the City after October 1, 2004, an amount equal to four-ninths ($4/9$) of his/her nine percent (9%) individual employee contribution. Commencing upon the date of hire of a new bargaining unit member, the respective contribution levels described above will remain in effect for a five (5) year period in accordance with the provisions of California Code of Regulations, Title 2, Section 569 (or any successor regulation thereto). Commencing in the sixth year of employment, the member shall be entitled to employer paid member contributions based upon the same terms that apply to those employees in this bargaining unit hired prior to October 1, 2004.
3. Beginning with the first pay period following adoption of this agreement, the City will eliminate the provision listed in paragraph A.2 above. Managers who are currently subject to this provision will then be considered in the same manner as all other managers as described in paragraph A.1 above.
4. Effective January 6, 2007, the City shall pay to CalPERS on behalf of each eligible miscellaneous bargaining unit member, an amount equal to six-eighths ($6/8$) of his/her eight percent individual employee contribution.

5. Effective April 1, 2006, the City shall contribute on behalf of each eligible safety bargaining unit member, a maximum of eight-ninths (8/9) of his/her nine percent (9%) individual employee contribution. Effective, April 1, 2007, the City shall contribute on behalf of each eligible safety bargaining unit member, a maximum of seven-ninths (7/9) of his/her nine percent (9%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for miscellaneous employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.5% at 55 Modified retirement formula.

C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable under Government Code section 20636(c)(4) and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at future date, payroll deduction for employees' contributions shall resume as prescribed in Section 1.A.2 and 1.A.3.

ARTICLE SIX

EMPLOYMENT CONDITIONS

Section I – Employee Parking

Employee parking will be made available without charge. If SCAQMD subsequently promulgates regulations in conflict with this provision, the City will meet and confer with the Association regarding any required changes.

Section II – Tuition Reimbursement

Management employees shall be eligible for tuition reimbursement as established by City policy and practice.

Section III – Management Rotation Program

Managers selected for the management professional development rotation program shall be given adequate prior notice. At a minimum, such notice shall consist of a written communication notifying the manager of the reassignment delivered no less than 10 working days before the new assignment takes effect. This provision is in no way intended to restrict an appointing authority's discretion to make immediate reassignments, if necessary, to respond to operational requirements and emergencies.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____ 2006.

FOR THE LONG BEACH MANAGEMENT ASSOCIATION:

Craig Beck
Long Beach Management Association

Mark Sutton
Long Beach Management Association

Toni Whitesell
Long Beach Management Association

Karen Owens
Long Beach Management Association

Keith Kilmer
Long Beach Management Association

FOR THE CITY OF LONG BEACH:

Gerald R. Miller, City Manager

Richard Steinke
Executive Director, Harbor Department

Kevin Wattier
General Manager, Water Department

Kevin Boylan
Director of Human Resources

Mario R. Beas
Director of Civil Service

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX A

Positions Represented:

ACCOUNTING OFFICER
ACCOUNTING OPERATIONS OFFICER
ADMIN ASSISTANT-CITY MANAGER
ADMIN OFFICER-AIRPORT
ADMIN OFFICER-CIVIL SERVICE
ADMIN OFFICER-COMMUNITY DEV
ADMIN OFFICER-ENGINEERING
ADMIN OFFICER-FLEET
ADMIN OFFICER-LIBRARY SERVICES
ADMIN OFFICER-OIL PROPERTIES
ADMIN OFFICER-PLANNING/BLDG
ADMIN OFFICER-POLICE
ADMIN OFFICER-PUB SVC/IR
ADMIN OFFICER-PUBLIC WORKS
ADMIN OFFICER-TOWING
ADMINISTRATIVE OFFICER
ADVANCE PLANNING OFFICER
AIRPORT PROPERTY MGMT OFFICER
AIRPORT PUBLIC AFFAIRS OFFICER
APPLICATIONS DEV OFFICER
APPLICATIONS PROGRAMMING OFCR
ASST CHIEF OF POLICE
ASST FIRE CHIEF
ASST GEN MGR/CHIEF GAS ENGR
ASST TO EXEC DIRECTOR
BUDGET SYSTEMS OFFICER
BUILDING INSPECTION OFFICER
BUSINESS ASSISTANCE OFFICER
BUSINESS LOAN OFFICER
BUSINESS SERVICES OFFICER
BUSINESS TECHNOLOGY OFFICER
CHIEF HARBOR ENGINEER
CHIEF OF POLICE
CITY CONTROLLER
CITY ENGINEER
CITY HEALTH OFFICER
CITY SAFETY OFFICER
CITY TREASURE/REVENUE OFFICER
CLEAN WATER OFFICER
COMMERCIAL & RETAIL DEV OFCR
COMMUNITY SERVICES OFFICER

CONSTRUCTION SERVICES OFFICER
CONTRACTS OFFICER
CUSTOMER RELATIONS OFFICER
CUSTOMER SERVICES OFFICER
CUSTOMER SUPPORT OFFICER
DATA ADMINISTRATION OFFICER
DATA CENTER OFFICER
DATA SECURITY ADMINISTRATOR
DEPARTMENT SAFETY OFFICER
DEPUTY CHIEF OF POLICE
DEPUTY DIRECTOR-CIVIL SERVICE
DEPUTY FIRE CHIEF
DESKTOP COMPUTING OFFICER
DIRECTOR - LONG BEACH ENERGY
DIRECTOR OF ADMINISTRATION
DIRECTOR OF COMMUNICATIONS
DIRECTOR OF COMMUNITY DEVELOPMENT
DIRECTOR OF COMMUNITY RELATIONS & GOVERNMENT AFFAIRS
DIRECTOR OF FINANCE
DIRECTOR OF FINANCIAL MGMT
DIRECTOR OF HEALTH & HUMAN SVC
DIRECTOR OF INFORMATION MGMT
DIRECTOR OF LIBRARY SERVICES
DIRECTOR OF MAINTENANCE
DIRECTOR OF OIL PROPERTIES
DIRECTOR OF PLANNING & BLDG
DIRECTOR OF PLNG/ENVRMTL AFFRS
DIRECTOR OF PRKS, REC & MARINE
DIRECTOR OF PROPERTIES
DIRECTOR OF PUBLIC WORKS
DIRECTOR OF SECURITY
DIRECTOR OF SPECIAL EVENTS
DIRECTOR OF TECHNOLOGY SVCS
DIRECTOR OF TRADE/MARITIME SVC
DIRECTOR-ENG & PLNG/CHIEF ENGR
DIRECTOR-WTR/SWR & SPPRT SVCS
DIVERSITY OUTREACH OFFICER
DIVISION ENGINEER
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-PUBLIC WORKS
EMERGENCY MEDICAL SVCS OFFICER
EMERGENCY SERVICES COORDINATOR
EMPLOYEE ASSISTANCE OFF-POLICE
EMPLOYEE BENEFITS/SVCS OFF
EMPLOYMENT SVCS OFCR-CIVIL SVC
ENERGY CONSERVATION OFFICER

ENGINEERING PLAN CHECK OFFICER
ENVIRONMENTAL PLANNING OFFICER
EQUAL EMPLOYMENT/ADA OFFICER
EXEC SECY TO ASST CTY MGR
EXEC SECY TO CITY MANAGER
EXECUTIVE SECRETARY
EXECUTIVE SECRETARY-HARBOR
FINANCIAL SERVICES OFFICER
FINANCIAL SVCS OFFICER-COM DEV
FINANCIAL SYSTEMS OFFICER
FIRE CHIEF
FOOD SERVICES ADMINISTRATOR
GAS MARKETING ENGINEER
GEN SUPT-PARKS/MARINE MAINT
GEN SUPT-RECREATION
GENERAL SUPT-FLEET SERVICES
GEOGRAPHIC INFO SYS OFFICER
GRANTS ACCOUNTING OFFICER
GROUPWARE APPLICATIONS OFFICER
HAZARDOUS WASTE OPTNS OFFICER
HISTORIC SITES OFFICER
HOUSING ASSISTANCE OFFICER
HOUSING DEVELOPMENT OFFICER
HOUSING OPERATIONS OFFICER
HUMAN DIGNITY OFFICER
LABORATORY SERVICES OFFICER
LABORATORY SERVICES SUPERVISOR
LIBRARY YOUTH SERVICES OFFICER
MANAGING DIRECTOR - HARBOR
MANAGEMENT INFO SYS OFFICER
MARINE SAFETY CHIEF
MARKETING OFFICER
MGR-ACCOUNTING
MGR-ADMIN & FINANCIAL SERVICES
MGR-ADMIN & PLANNING
MGR-ADMIN SERVICES
MGR-ADMINISTRATION
MGR-ADMINISTRATION
MGR-AIRPORT
MGR-ANIMAL CONTROL
MGR-AUTOMATED SERVICES
MGR-BUDGET MANAGEMENT
MGR-BUSINESS OPERATIONS
MGR-COMMERCIAL SERVICES
MGR-COMMUNITY PARKS PROGRAM
MGR-COMPUTING SERVICES

MGR-CUSTOMER SERVICE-TECH SVC
MGR-ECONOMIC DEVELOPMENT
MGR-ELECTRIC GENERATION
MGR-ENERGY RECOVERY
MGR-ENERGY SERVICES
MGR-ENGINEERING
MGR-ENGINEERING & CONSTRUCTION
MGR-ENGINEERING DESIGN & CONST
MGR-ENVIRONMENTAL HEALTH
MGR-ENVIRONMENTAL SERVICES
MGR-FAULT BLOCKS & UPLANDS
MGR-FLEET SERVICES
MGR-GAS SERVICES
MGR-GOVERNMENT/PUBLIC AFFAIRS
MGR-HOUSING AUTHORITY
MGR-HOUSING SERVICES
MGR-HUMAN/SOCIAL SERVICES
MGR-INFORMATION SERVICES
MGR-LONG BEACH UNIT
MGR-MAIN LIBRARY SVCS
MGR-MAINTENANCE OPERATIONS
MGR-MARINE OPERATIONS
MGR-NEIGHBORHOOD LIBRARY SVCS
MGR-NEIGHBORHOOD SERVICES
MGR-NETWORK/DESKTOP SVCS
MGR-OPERATIONS & ADMIN
MGR-OPERATIONS SUPPORT
MGR-PLANNING
MGR-PLANNING & DEVELOPMENT
MGR-POLICE ADMINISTRATION
MGR-PREVENTIVE HEALTH
MGR-PROPERTY SERVICES
MGR-PUBLIC HEALTH
MGR-PUBLIC SERVICE
MGR-PUBLIC WORKS OPERATIONS
MGR-RECREATION SERVICES
MGR-REDEVELOPMENT
MGR-SPECIAL EVENTS
MGR-SR SVCS & SPECIAL PROG
MGR-SUPPORT SERVICES-GAS
MGR-SUPPORT SERVICES-HEALTH
MGR-TOWING
MGR-TRAFFIC & TRANSPORTATION
MGR-WATER QUALITY & PROCESS
MGR-WATER RESOURCES
MGR-WORKFORCE DEVELOPMENT

NEIGHBORHOOD IMPRVMT OFFICER
NEIGHBORHOOD RESOURCES OFFICER
NEIGHBRHD/HISTORIC PRES OFCR
NETWORK ADMINISTRATOR
NURSING SERVICES OFFICER
NUTRITION SERVICES OFFICER
OCCUPATIONAL HLTH SVCS OFFICER
OFFICE SERVICES OFFICER
OFFICE SYSTEMS OFFICER
OIL PROPERTIES ACCTG OFFICER
OPERATIONS CENTER OFFICER
OPERATIONS OFFICER-AIRPORT
OPERATIONS OFFICER-BLDG SAFETY
PARK DEVELOPMENT OFFICER
PERSONNEL & TRAINING OFFICER
POLICE COMMANDER
POLICE COMMUNITY RELATNS OFCR
POLICE INFO/TECHNOLOGY OFCR
POLICE PLANNING/RESEARCH OFCR
POLICE RECORDS ADMINISTRATOR
PREVENTION SERVICES OFFICER
PROCUREMENT & WAREHOUSE SUPV
PROJECT MANAGEMENT OFFICER
PUBLIC INFORMATION OFFICER
PUBLIC/GOV AFFAIRS MANAGER
PURCHASING AGENT
REAL ESTATE OFFICER
RECREATION SUPERINTENDENT
RECRUITMENT OFFICER-CIVIL SVC
RECYCLING & SUSTAINABILITY OFF
REDEVELOPMENT ADMINISTRATOR
REDEVELOPMENT PROJECT OFFICER
REHABILITATION SVCS OFFICER
REVENUE OFFICER-TREASURY
RISK MANAGER
SAFETY/WTR CONSRVATION OFFICER
SECRETARY TO THE BOARD-WATER
SECY TO GENERAL MANAGER
SENIOR ECON DEVELOPMENT OFCR
SERRF OPERATIONS OFFICER
SEWER OPERATIONS SUPT
SPECIAL ASST TO THE GEN MNGR
SPECIAL PROJ OFFICER-CITY CLRK
SPECIAL PROJ OFFICER-WATER
SPECIAL PROJECTS OFF-COMM DEV
SPECIAL PROJECTS OFF-ENGRG

SPECIAL PROJECTS OFF-HOUSING
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFF-PUB SVC
SPECIAL PROJECTS OFF-PUB WORKS
SUPPORT PROJECTS OFFICER
SUPPORT SERVICES SUPT
SUPT-ADMIN SERVICES
SUPT-AIRPORT OPERATIONS
SUPT-BUILDING AND SAFETY
SUPT-BUILDING SERVICES
SUPT-COMMUNITY INFORMATION
SUPT-CONTRACT MGMT/REVENUE DEV
SUPT-ELECTRONICS/TRAFFIC SGNLS
SUPT-ENGINEERING
SUPT-ENGR & GAS SYSTEM CONTROL
SUPT-ENVIRONMENTAL PROGRAMS
SUPT-FACILITY MANAGEMENT
SUPT-FINANCE & CONTROLS
SUPT-FLEET ACQUISITION
SUPT-FLEET MAINTENANCE
SUPT-FLEET OPERATIONS
SUPT-GANG INTERVENTION
SUPT-GOLF OPERATIONS
SUPT-LIEN SALES
SUPT-METERS & REGULATORS
SUPT-OPERATIONS
SUPT-PARK MAINTENANCE
SUPT-PERSONNEL & TRAINING
SUPT-PIPELINE CONST & MAINT
SUPT-PLANNING & DEVELOPMENT
SUPT-REFUSE & STREET SWEEPING
SUPT-REFUSE COLLECTION
SUPT-STREET LANDSCAPING/MAINT
SUPT-STREET SWEEPING
SUPT-STRUCTURAL SERVICES
SUPT-TOWING
SUPT-TOWING & LIEN SALES
SUPT-TRAFFIC OPERATIONS
SUPT-WAREHOUSE/INVENTORY OPRTN
SYSTEMS OFFICER
TECHNICAL SUPPORT OFFICER
TECHNICAL SVCS ADMINISTRATOR
TECHNICAL SVCS OFF-GEN SVCS
TELECOMMUNICATIONS OFFICER
TELEMETRY SYSTEMS SUPT
TRANSPORTATION PLANNING OFF

TRANSPORTATION PROGRAMMING OFF
TREASURY OPERATIONS OFFICER
UTILITY SERVICES OFFICER
VIDEO COMMUNICATIONS OFFICER
VOICE & DATA COMMUNICATN OFCR
WATER OPERATIONS SUPT
WATER TREATMENT SUPT
WORKFORCE DEVELOPMENT OFFICER
YOUTH SERVICES COORDINATOR
ZONING OFFICER

EXHIBIT A

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 RESOLUTION NO.
2

3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH APPROVING MEMORANDA OF
5 UNDERSTANDING WITH THE LONG BEACH ASSOCIATION
6 OF CONFIDENTIAL EMPLOYEES, THE LONG BEACH
7 ASSOCIATION OF ENGINEERING EMPLOYEES, AND THE
8 LONG BEACH MANAGEMENT ASSOCIATION; AND
9 APPLYING THE MEMORANDA OF UNDERSTANDING
10 PROVISIONS PERTAINING TO MATTERS OF
11 COMPENSATION TO UNREPRESENTED EMPLOYEES AS
12 APPROVED BY THE CITY MANAGER AND OTHER
13 APPLICABLE APPOINTING AUTHORITIES; AUTHORIZING
14 AND DIRECTING THE CITY MANAGER TO EXECUTE SUCH
15 MEMORANDA; AND DIRECTING CERTAIN IMPLEMENTING
16 AND RELATED ACTIONS
17

18 WHEREAS, on the date of this resolution, the City Council has considered
19 Memoranda of Understanding with the Long Beach Association of Confidential
20 Employees, the Long Beach Association of Engineering Employees, and Long Beach
21 Management Association, and has considered applying the Memoranda of
22 Understanding provisions pertaining to matters of compensation to unrepresented
23 employees, as approved by the City Manager and other applicable appointing
24 authorities;

25 WHEREAS, it is the desire of the City Council to approve such
26 Memorandum and to provide for its implementation;

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

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 Section 1. That the Memoranda of Understanding between the City of
2 Long Beach and the Long Beach Association of Confidential Employees, the Long
3 Beach Association of Engineering Employees, and the Long Beach Management
4 Association, which are hereby incorporated by reference in this resolution as Exhibit
5 "A", "B," and "C," respectively, are hereby approved, and the City Manager is hereby
6 authorized to execute said Memoranda on behalf of the City and to implement,
7 pursuant to Section 503 of the Long Beach City Charter, all matters affecting
8 compensation contained in and prescribed by the Memoranda as of the operative date
9 of this resolution.

10 Sec. 2. That the provisions of the Memoranda of Understanding relating
11 to matters of compensation shall apply to unrepresented employees, as approved by
12 the City Manager and other applicable appointing authorities.

13 Sec. 3. The City Manager is also authorized and directed to cause the
14 preparation of amendments to the Long Beach Salary Resolution, if necessary, and to
15 such other documents as may be necessary, to conform such resolution and
16 documents to the provisions of the Memoranda and this resolution, and to further cause
17 such conforming amendments to be brought before the City Council and such Boards
18 and Commissions as may be required by law to act upon them, and the City Attorney is
19 requested to cooperate fully with the City Manager in order to cause the required
20 documents to be prepared as required by law and brought before the appropriate
21 bodies.

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

24 I hereby certify that the foregoing resolution was adopted by the City
25 Council of the City of Long Beach at its meeting of _____, 2006,

26 //

27 //

28 //

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

October 2, 2004 to September 30, 2008

EXHIBIT A

TABLE OF CONTENTS

ARTICLE ONE - MEMORANDUM

<u>Section</u>	<u>Page</u>
I - Parties to Memorandum of Understanding	1
II - Recognition.....	1
III - Purpose	1
IV - Nondiscrimination	1
V - Employee Organizational Rights and Responsibilities	2
A. Association List.....	2
B. Notification of Classification Specification Changes.....	2
C. Representational Time-Off	2
D. Posting and Dissemination of Information	2
E. Representational Information.....	2
VI - City Obligations and Responsibilities	3
A. City Obligations.....	3
B. Definition of City Obligations	3
VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations	4
VIII - Peaceful Performance of City Services	4

ARTICLE TWO - SALARIES AND COMPENSATION

I - Classifications - Pay Rates - Salary Increases.....	5
A. Listing of Classifications and Rates of Pay	5
B. General Salary Increase.....	5
C. Step Advancement.....	5
D. Deferred Compensation.....	7

TABLE OF CONTENTS

II - Overtime 8

III - Skill Pay 8

IV - Higher Classification Pay 8

V - Call Back 9

VI - In-Lieu Compensation 9

VII - Professional/Technical Training 10

VIII - Mileage Reimbursement 10

IX - Bilingual Pay 11

X - Miscellaneous 11

ARTICLE THREE - PAID TIME OFF BENEFITS

I - Vacation 12

II - Sick Leave 12

A. Sick Leave Credits 12

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness... 13

C. Preservation of Sick Leave (Vacation) During Extended Leave..... 13

**D. Continuation of Health Insurance for Surviving Spouse and/or
Eligible Dependents..... 13**

E. Medical Certification 13

III - Bereavement Leave 14

IV - Holidays Enumerated..... 14

V - Jury Service 15

VI - Standby Pay..... 15

ARTICLE FOUR - HEALTH INSURANCE BENEFITS

I - Health, Dental and Life Insurance 16

II - Disability/Life Insurance 17

TABLE OF CONTENTS

A. Short-term/Long-term Disability Benefits	17
B. Life Insurance	17

ARTICLE FIVE - RETIREMENT AND WORKERS' COMPENSATION

I - Retirement	18
A. Continuation of Retirement Benefits	18
B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)	18
C. Report the Value of Employer-Paid Member Contributions (EPMC) – Special Compensation	18
D. Superfunding	18
II - Workers' Compensation	18

ARTICLE SIX - OTHER BENEFITS AND EMPLOYMENT CONDITIONS

I - Employee Parking	20
II - Transfer/Reassignment/Change of Shifts	20
III - Rest Periods	20

ARTICLE SEVEN - GRIEVANCE PROCEDURE

I - Definition	21
II - Grievance Presentation	21
III - Grievance Forms	21
IV - Time Off For Processing Grievances	22
A. Informal	22
B. Formal	22
V - Cost of Witnesses at Grievance	22
VI - Extension of Time Limits	22
VII - Informal Procedure	22
VIII - Formal Procedure	23

TABLE OF CONTENTS

Step One - Department Head23
Step Two - Human Resources Department Head/Designee.....23
Step Three - City Manager.....24

ARTICLE EIGHT - GENERAL PROVISIONS

I - Conclusiveness of Agreement25
II - Support of Agreement.....25
III - Separability25
IV - Ratification and Implementation.....25
V - Term and Renegotiation26
VI - Execution of Agreement.....27

APPENDIX A CONFIDENTIAL UNIT LISTING.....28
APPENDIX B SALARY SCHEDULE.....29
APPENDIX C SKILL PAY30
APPENDIX D APPROVED SITES FOR MEETING.....31

ARTICLE ONE MEMORANDUM

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City"), and the Long Beach Association of Confidential Employees ("Association") pursuant to Government Code Sections 3500 et seq.

Section II - Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources, and shall be entitled to pursue California or federal statutory rights.

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information:

A downloaded file on diskette with the following information for each employee:

Name, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

Section VI - City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Association.

The Association reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures and departmental rules and regulations. Except as specifically

modified by this MOU, these rules, regulations, and policies and procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU.

Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall notice the Association regarding the changes in accordance with Government Code Sections 3500 *et seq.* Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII - Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his/her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule A established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

Salary Ranges

1. The Salary Resolution will be amended to provide for the following salary increases for the permanent classifications (excluding non-career classifications) included in Section A above on the effective dates indicated:

04/15/06	3%
01/01/07	2%
07/01/07	3%
07/01/08	3%

In the event IMAW represented employees receive a general salary increase between 10/01/07 and 09/30/08 that exceeds 3%, LBACE employees will receive an equivalent increase.

The provisions of Article Two, Section I.B. shall not be subject to Article Seven, Grievance Procedures, of the MOU.

C. Step Advancement

Section 4 of the Salary Resolution, Automatic Steps, will be amended effective July 1, 2001 as follows:

1. Performance Increases

Effective July 1, 2001, step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

This step advancement policy will be effective April 1, 2001. Employees hired prior to April 1, 2001, will continue their step advancement in accordance with the step placement in effect on that date, but subject to the performance provision set forth in Section C.3. below.

3. Performance System

The performance program set forth below will be implemented July 1, 2001.

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.
- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

Effective January 1, 2001, the City will contribute \$600 to deferred compensation for all members of the Confidential Unit. Effective January 1, 2007, the City will contribute \$75 per month for all permanent members of the Association.

Section II - Overtime

1. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours

(excluding sick leave) in a work week up to 60 work hours. Hours charged to sick leave shall not be considered when determining premium pay under the provision of the FLSA. However, if the employee has actually worked more than 40 hours in the work week, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.

2. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.
4. Paid sick leave will be excluded from overtime calculation when determining premium pay under the provisions of the Fair Labor Standards Act.

Section III - Skill Pay

All employees in the classifications listed in Appendix C, who meet the requirements for receipt of skill pay shall receive additional compensation at the designated rates.

Section IV - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional seventy-five cents (\$0.75) per hour and, effective 07/01/06, eighty cents (\$0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per fiscal year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular employee or vacant due to resignation, termination or other such action.
3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by

both the Department Head or designee and the Director of Human Resources.

Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

1. 0.5 hours worked
2.0 travel time (1.0 hour travel time)
2.5 total time = 2.0 hours paid (minimum)
2. 0.5 hours worked
1.0 travel time
1.5 total time = 2.0 hours paid (minimum)
3. 2.5 hours worked
1.5 travel time (1.0 hour travel time)
4.0 total time = 3.5 hours paid
4. 2.0 hours worked
0.5 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

Section VI - In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$400.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$500 per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

- A. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at \$0.365 cents per mile effective 10/01/2003, and \$0.385 cents per mile effective 07/01/06 for mileage incurred on City business.
 - 1. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.365 cents per mile and effective July 1, 2006, \$0.385 per mile.

- B. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 - 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.

- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.0.12 per mile for each mile incurred on City business.

- E. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.

- F. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section IX – Bilingual Pay

As soon as practicable, the City will amend the Salary Resolution such that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications in which the top step hourly rates are equal to or less than Salary Range 560.

Section X – Miscellaneous

The City agrees to conduct a compensation study on the classifications and grade levels of Administrative Analyst I-III and Personnel Analyst I-III. This study will include the Standard 10 survey agencies and will be completed by July 1, 2008.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

<u>Vacation Allowance</u> <u>Service Completed</u>	<u>Equivalent Vacation Days</u> <u>Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II - Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six [96] hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to Eighty (80) hours of sick leave/vacation/holiday pay in the system. However, previously-scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The employee has an effective retirement date of July 1, 1983 or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV - Holidays

1. New Year's Day - January 1
Martin Luther King Jr. Day - 3rd Monday in January
Washington's Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving - Fourth Thursday and following Friday in November
Christmas Day - December 25
Personal Holiday Leave - (32.0 hours)
2. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.
3. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1,

he/she shall owe the City two days pay for the two personal holidays taken but not earned.

5. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.
7. The following holiday/personal holiday leave hours will be credited on a one-time basis to employees on July 1, 2006.

Permanent Full-Time Employees – 40.0 hours of holiday/personal holiday leave
Permanent Part-Time Employees – 32.0 hours of holiday/personal holiday leave

Section V - Jury Service

Employees receiving a jury summons will be provided paid release time up to Eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 2 hours prior to the completion of the shift must report back to work.

Section VI - Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.
- D. Standby duty shall be compensated at eighty-five cents (\$0.85) per hour, and ninety-five (\$0.95) per hour effective 07/01/06, for each full hour of standby duty.

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.

- B. Effective December 1, 2005, and every December 1st thereafter, through December 1, 2007, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1st thereafter through December 1, 2007, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

- a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
- b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
- c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the restructured cost of that plan increases by \$50

per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter through December 1, 2007, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

- C. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Disability/Life Insurance

- A. **Short-term/Long-term Disability Benefits** - Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.
- B. **Life Insurance** - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$75,000 life insurance or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall continue to pay to CalPERS on behalf of each eligible employee, who is a CalPERS member, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual employee contribution.
2. Effective the first pay period in January 2007, the City shall contribute on behalf of each eligible employee who is a CalPERS member an amount equal to six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.5% at 55 Modified retirement formula.

C. Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deduction for employee contributions shall resume as prescribed in Section I.A.

Section II - Workers' Compensation

- A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:
1. Employee is hospitalized.
 2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.
 3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
 4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
2. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section III - Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

ARTICLE SEVEN GRIEVANCE PROCEDURE

Section I - Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

Section III - Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;
- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;

- e. Indicates the persons contacted at the informal stage; and
- f. States the corrective action desired.

Section IV - Time Off For Processing Grievances

- A. **Informal** - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. **Formal** - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance, without loss of pay. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

Section VI - Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association, and the designated management representative.

Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Water and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

- A. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.
- B. Within 10 working days, the Department Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources Department Head/Designee

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit, to the Director of Human Resources, or designee, a copy of the second step response and a copy of the grievance. A meeting shall be held by the Human Resources, Department Head/designee. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the Director of Human Resources, or designee, shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources, or designee.

Step Three - City Manager

- A. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy

of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).

- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

ARTICLE EIGHT **GENERAL PROVISIONS**

Section I - Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by federal or California law or City Charter.

Section II - Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III - Separability

This MOU is subject to all applicable federal and California laws. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section IV - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for implementation on. After the City Council acts, by majority vote, to formally approve this MOU, the City Council

shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

Section V - Term and Renegotiation

The term of this MOU shall commence on October 2, 2004, and shall remain in effect through September 30, 2008. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2008 to May 15, 2008 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of June, 2006.

**LONG BEACH ASSOCIATION OF
CONFIDENTIAL EMPLOYEES**

CITY OF LONG BEACH

Christopher Daclan, Interim President

Gerald R. Miller, City Manager

Stephanie Kemp, Negotiator

Kevin Boylan, Director of Human
Resources

APPENDIX A - CONFIDENTIAL UNIT

<u>Title</u>	<u>Department</u>
Clerk Typist III	Human Resources
Personnel Analyst II	Human Resources
Personnel Assistant	Human Resources
Personnel Analyst I	Human Resources
Personnel Analyst II	Human Resources
Personnel Analyst III	Human Resources
Secretary	Human Resources
Personnel Assistant	Human Resources
Administrative Aide	Human Resources
Admin Aide II	Human Resources
Clerk Typist III	Human Resources
Safety Specialist II	Human Resources
Secretary	Human Resources
Systems Analyst I	Human Resources
Personnel Assistant	Human Resources
Clerk Typist III	Human Resources
Business Systems Specialist VI	Info Svcs/Payroll
Business Systems Specialist V	Info Svcs/Payroll
Business Systems Specialist IV	Info Svcs/Payroll
Secretary	Info Svcs/Payroll
Admin Analyst III	Financial Management
Admin Analyst II	Financial Management
Secretary	Financial Management
Executive Secretary	Law
Office Manager	City Prosecutor
Personnel Analyst III	Civil Service
Personnel Analyst II	Civil Service
Personnel Analyst I	Civil Service
Assistant Admin Analyst II	Civil Service
Senior Accountant	Financial Management
Secretary	Harbor
Admin Analyst III	Harbor
Sec to Deputy Chief	Police
Sec to Deputy Chief	Police
Sec to Deputy Chief	Police

APPENDIX B
SALARY SCHEDULE

The current Salary Resolution for will contain the correct pay rate schedules.

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560.	For regular and frequent use of certified oral and written bilingual skills.	\$0.70 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person for employee health insurance programs.	\$2.00 per hour

APPENDIX D

APPROVED SITES FOR MEETING

<u>Location</u>	<u>Site</u>	<u>Contact</u>
<u>CITY HALL</u>		Director of Human Resources
7th Floor Civil Service	Board Rooms or Testing Rooms Hall	
12th Floor Technology Services	Conference Room	
13th Floor City Manager	Conference Rooms	
Library	Meeting Room	

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

OCTOBER 2, 2004 TO SEPTEMBER 30, 2008

EXHIBIT B

TABLE OF CONTENTS

ARTICLE ONE – Memorandum of Understanding

Section I	-	Parties to Memorandum of Understanding	1
Section II	-	Recognition	1
Section III	-	Purpose	1
Section IV	-	Nondiscrimination	1
Section V	-	Employee Organization Rights and Responsibilities	2
		A. Dues and Benefit Deductions Program	2
		B. Association of Representatives	2
		C. Notification of Job Classifications Changes	2
		D. Notification of Changes in Work Rules	2
		E. Representational Time-Off	3
		F. Bulletin Boards	3
		G. Work Access and Distribution of Notices	3
		H. Representational Information	4
Section VI	-	City Obligations and Responsibilities	4
		A. City Obligations	4
		B. Definition of City Obligations	5
Section VII	-	Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations	5
Section VIII	-	Peaceful Performance of City Services	6

ARTICLE TWO – Salaries and Compensation

Section I	-	Classifications – Pay Rates – Salary Increases	7
		A. Listing of Classifications and Rates of Pay	7
		B. General Salary Increase	7
		C. Step Advancement/Performance System	7
Section II	-	Overtime	9
Section III	-	Skill Pay	10
Section IV	-	Night Shift Differential	10
Section V	-	Higher Classification Pay	11
Section VI	-	Mileage Reimbursement	11
Section VII	-	Call Back	12
Section VIII	-	In-Lieu Compensation	13

ARTICLE THREE – Paid Time Off Benefits

Section I	-	Vacation	14
Section II	-	Sick Leave	14
		A. Sick Leave Credits	14
		B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness	15

TABLE OF CONTENTS

ARTICLE THREE – Paid Time Off Benefits (Continued)

	C. Preservation of Sick Leave (Vacation) During Extended Leave	15
	D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee	15
	E. Medical Certification	16
Section III -	Bereavement Leave	16
Section IV -	Holidays	16
Section V -	Jury Service	17
Section VI -	Standby Pay	17

ARTICLE FOUR – Benefits

Section I -	Health, Dental and Life Insurance	19
Section II -	City Health Insurance Advisory Committee	20
Section III -	On-the-Job Death Benefit.....	20

ARTICLE FIVE – Retirement and Workers' Compensation

Section I -	Retirement	22
	A. Continuation of Retirement Benefits.....	22
	B. Amendment to contract with CalPERS.....	22
	C. Report the Value of Employer-Paid Member contribution	22
	D. Superfunding.....	22
Section II -	Workers' Compensation	22

ARTICLE SIX – Other Benefits and Employment Conditions

Section I -	Employee Parking	24
Section II -	Rest Periods	24
Section III -	Personnel Files	24
Section IV -	Transfer/Reassignment/Change of Shifts	25
Section V -	Accident Review	25
Section VI -	Labor/Management Meetings.....	25

ARTICLE SEVEN – Grievance Procedure

Section I -	Definition	26
Section II -	Grievance Presentation	26
Section III -	Grievance Forms	26
Section IV -	Time Off For Processing Grievances	27
	A. Informal	27
	B. Formal	27

TABLE OF CONTENTS

ARTICLE SEVEN – Grievance Procedure (continued)

Section V	-	Cost of Witnesses at Grievance/Arbitration	27
Section VI	-	Number of Witnesses at Arbitration	27
Section VII	-	Extension of Time Limits	27
Section VIII	-	Informal Procedure	28
Section IX	-	Formal Procedure	28
		Step One – First Level Division/Bureau Head	28
		Step Two – Departmental Head	29
		Step Three – Director of Human Resources/Designee	29
		Step Four – City Manager	29
		Step Five – Arbitration	30

ARTICLE EIGHT – General Provisions

Section I	-	Conclusiveness of Agreement	32
Section II	-	Support of Agreement	32
Section III	-	Separability	32
Section IV	-	Ratification and Implementation	32
Section V	-	Term and Renegotiation	33
Section VI	-	Execution of Agreement	34
APPENDIX A – LISTING OF CLASSIFICATIONS BY BARGAINING UNITS			35
APPENDIX B – PAY RATE SCHEDULE			36
APPENDIX C – SKILL PAY			39

ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I – Parties of Memorandum of Understanding

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the City Of Long Beach, a Municipal Corporation (“City”), and the Long Beach Association of Engineering Employees (“Association”) pursuant to Government Code Sections 3500 et seq.

Section II – Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III – Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV – Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.
- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources or Civil Service, and shall be entitled to pursue California or federal statutory rights.

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for Association dues and benefit program premiums shall be certified to the City by the designated Association official. For such purposes, the City shall charge the Association for each employee five and one-half cents (\$.055) per deduction for Association dues and five and one-half cents (\$.055) per deduction for all other deductions. The deductions shall be made twice a month.

The Association hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.

B. Association Representatives

The Association shall submit a current list of Association representatives (Board Members and alternates) to the Director of Human Resources ("Director"). Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Association and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter.

D. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing departmental work rules affecting conditions of employment, the City shall give the Association reasonable notice as defined by the Government Code prior to placing the new rules, or changes in such existing rules, into effect. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Association, the City, and the employees.

E. Representational Time-Off

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 100 hours to be used for general Association business. The Association shall provide the Director with a monthly accounting of how this time is being used, listing: name, department, date, and work hours used, rounded off to 12-minute increments. Unused time cannot be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Bulletin Boards

The Association shall have access to a reasonable number of bulletin boards for the purpose of posting notice of official Association business. Notices to be posted shall receive the prior approval of the Director. In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official.

G. Work Access and Distribution of Notices

1. Authorized Association staff, field representatives or employee representatives (Board Members and alternates pursuant to Article I Section V-B) shall be given access to work locations during working hours to conduct Association business so long as it is not unreasonably disruptive of normal working processes. Management may deny access if it feels it will unreasonably interfere with work. The Association representative must advise management when he/she has arrived on site.
2. The Association shall give to all department heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list.
3. With prior City approval, the Association may have access to available conference rooms and/or City facilities during non-work hours.
4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without

the prior permission of the appointing authority or designee. Any written information to be distributed to employees must be furnished to management.

H. Representational Information

Unless an employee notifies the City in writing that he/she does not want the social security number released, the City shall provide the Association with the following information:

1. A quarterly listing (hardcopy) which shall list the following information for each unit employee:

Name, occupation code and title, Association membership dues amount, department and division, home address, birth date, age, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other deductions.

2. A bi-weekly listing (hardcopy) of dues and all other deductions.

Section VI – City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.

8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Association.

The Association reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII – Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding the changes in accordance with Government Code Sections 3500 *et seq.* Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII – Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Association shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions.

Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights.

The City agrees that there shall be no general lockout of LBAEE bargaining unit members.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his or her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section I.A on the effective dates indicated:

07/01/2006	3%
01/01/2007	2%
07/01/2007	3%
07/01/2008	3%

C. Step Advancement/Performance System

1. Performance Increases

Effective October 1, 2001, step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in C.3. below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the Pay Rate Schedule for the classification, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee

has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

This step advancement policy will be effective October 1, 2001. Employees hired prior to September 1, 2001, will continue their step advancement in accordance with the step placement in effect on that date, but subject to the performance provision set forth in Section C.3. below.

3. Performance System

The performance program set forth below will be implemented October 1, 2001.

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which

acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.

- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint. (For employees in the Water Department and Harbor Department, this shall constitute the final step of the appeal process.)
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources or designee shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

Section II – Overtime

- A. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 hours paid (excluding sick leave) in a work week, up to 40 work hours. Hours charged as sick leave will be excluded from overtime calculation for exempt and non-exempt employees when determining premium pay under the provisions of FLSA. However, if the employee has actually worked more than 40 hours in the workweek, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations

are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.

- B. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted if it results in the disruption of departmental operations. It may also not be granted in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
- C. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

$$(26.67 \text{ straight time hours} \times 1 \frac{1}{2} = 40)$$

- D. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
- E. All banked time-off hours not taken prior to the effective date of a salary range decreases which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section III – Skill Pay

All employees in the classifications listed in Appendix C, who meets the requirements for receipt of skill pay shall received additional compensation at the designated rates.

Section IV – Night Shift Differential

Night shift differential shall be compensated at seventy cents (\$.70) per hour. Effective July 1, 2006, night shift differential shall be compensated at eighty cents (\$.80) per hour.

Night shift differential shall be paid to any permanent full-time employee whose regular schedule requires the employee to work between the hours of 6:00 p.m. and 6:00 a.m. provided that either:

- A. The employee works $\frac{1}{2}$ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or

- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a "split shift." Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section V – Higher Classification Pay

Effective July 1, 2002, each employee who is required to perform the full range of duties in a vacant, higher classification, up to and including division manager, shall be paid an additional sixty cents (\$0.60) per hour. Effective July 1, 2006, higher classification pay shall be compensated at eighty cents (\$0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per calendar year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.
3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by the appointing authority or designee.

Section VI – Mileage Reimbursement

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- B. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.365 cents per mile effective 10/01/03. Effective 07/01/06, mileage will be reimbursed at a rate of \$0.385 cents per mile.
- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.
- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.10 per mile for each mile incurred on City business. Effective 07/01/06, the per mile rate will be reimbursed at \$0.12 per mile.
- E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at the designated rate per mile for mileage incurred on City business.
- F. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- G. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to a City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations.

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

Section VIII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$400.00.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

ARTICLE THREE

PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

<u>Service Completed</u>	<u>Equivalent Vacation Days Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II – Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six [96] hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child or, parent, spouse or same-sex domestic partner

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to 80 hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The employee has an effective retirement date of July 1, 1983, or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III – Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where the death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV – Holidays

A. Holidays

- New Year's Day – January 1
- Martin Luther King, Jr. Day – 3rd Monday in January
- Washington's Birthday – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Thanksgiving – Fourth Thursday and fourth Friday in November
- Christmas Day – December 25
- Personal Holiday Leave – (32.0 hours)

B. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees

receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the state or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.

- C. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
- D. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
- E. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
- F. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.

Section V – Jury Service

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees, who are on jury service, will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service, in time to arrive at work at least 2 hours prior to the completion of the shift, must report back to work. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

Section VI – Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient

to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.

- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.
- D. Standby duty shall be compensated at sixty cents (\$.60) per hour for each full hour of standby duty. Effective July 1, 2006, standby duty shall be compensated at ninety-five cents (\$.95) per hour for each full hour of standby duty.

ARTICLE FOUR

BENEFITS

Section I – Health, Dental and Life Insurance

A. City Contribution:

1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.

B. Effective December 1, 2005, and every December 1st thereafter, through December 1, 2007, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1st thereafter through December 1, 2007, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
 - a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the restructured cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter through December 1, 2007, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

Section II – City Health Insurance Advisory Committee (HIAC)

The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The committee reviews plan costs and make recommendations to the City Manager on plan changes, benefit levels, payroll deductions, and deletion or addition of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section III – On-the-Job Death Benefit

Effective July 1, 2002, if an employee is a victim of violence in the workplace and is killed on the job, the City shall continue to provide health insurance and dental insurance benefits as follows:

1. For the surviving spouse until his/her marriage, death, or Medicare eligibility, whatever occurs first.
2. For the surviving children until their 19th birthday or until age 26 if a full-time student in an accredited college or university.

Violence in the workplace does not include accidents or acts of God.

ARTICLE FIVE

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement Program

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall pay to CalPERS on behalf of each eligible employee, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual contribution.
2. Effective July 22, 2006, the City shall contribute on behalf of each current bargaining unit member, a maximum of six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System

As soon as practicable, the City shall amend its contract with the CalPERS to implement a new tier of retirement benefits for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefits will be 2.5% @ 55 Modified retirement formula.

C. Report the Value of Employer Paid Member Contributions (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employee's contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deductions for employee contributions shall resume as prescribed in Section I.A.

Section II – Workers' Compensation

- A. Any Association employee, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of

and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than fourteen (14) consecutive days:
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime, night shift differential, or higher classification pay.

ARTICLE SIX

OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

- A. Employee parking shall be provided on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
- B. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II – Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

Section III – Personnel Files

An employee or his/her Association representative, with written consent of the employee shall be entitled to review all of his/her existing personnel folders upon request.

The employee shall, in advance, be advised of, entitled to read and challenge, all statements written by the employee's supervisor, division head, bureau head, or department head, of his/her work performance or conduct, if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to challenge any such material. Tardy slips and notes of absenteeism shall be excluded from this requirement since they are not considered to be disciplinary statements.

At the employee's request in writing, disciplinary memoranda for minor offenses, including suspensions not to exceed two (2) days and all tardy slips and notes of absenteeism, shall be "sealed" for reasons that such items shall not be used against the employee thereafter, if no further disciplinary action has been taken against the employee within two (2) years following issuance of the memoranda.

Any item that is sealed shall be removed from access from personnel except the department head or designee. If the employee believes there is material in the personnel file that should be removed or sealed, he/she may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources and Affirmative Action unless there is some other alleged violation of the MOU within the grievance.

Section IV – Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section V – Accident Review

Employees who are involved in accidents and are being questioned, where the results of the investigation may lead to discipline, are entitled to representation at each level of the accident review process. If the employee requests representation, an Association representative shall be permitted to attend.

Section VI – Labor/Management Meetings

The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under a different Article of this MOU.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission;
 - 4. Loss of skill pay due to a change of assignment, work or duties.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this Agreement, may be pursued under this Article.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative (Board member, or alternate) or Association staff. Grievances may also be presented by a group of employees or by the Association.

Section III – Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and Affirmative Action and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;

- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted or misapplied;
- e. Indicates the persons contacted at the informal stage; and
- f. States the corrective action desired.

Section IV – Time Off For Processing Grievances

- A. **Informal** – The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. **Formal** – The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure and arbitration at Steps I through V, without loss of pay for the time so spent.

Section V – Cost of Witnesses at Grievance/Arbitration

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance/arbitration, without loss of pay for the time so spent. City employees called as witnesses, not on duty at the time, may receive compensation by the party of parties who request the witnesses.

Section VI – Number of Witnesses at Arbitration

Calling of witnesses by either party shall be done with a reasonable amount of constraint. Approximately three or four witnesses may be called by each party. In the event that more witnesses are desired by either party, the arbitrator shall make the final decision as to the number of witnesses permitted by each party.

Section VII – Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association staff, or Association representative (Association board member or alternate) and the designated management representative.

Section VIII – Informal Procedure

Both the City and the Association agree that grievance resolution at the informal level is preferred and should be encouraged by both parties.

Within 10 working days of the occurrence or knowledge of the matter, which causes the complaint, the employee shall discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

Section IX – Formal Procedure

The Association has the right to be present if invited by the grievant at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this MOU. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One – First Level Division/Bureau Head

- A. Within 10 working days of the occurrence or knowledge of the matter, which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau Head.
- B. Within 10 working days the Division/Bureau Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

Step Two – Department Head

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head a copy of the first step response and a copy of the grievance. A meeting shall be held by the Department Head. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the Department Head shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Administrative Officer or equivalent for Department Head/designee.

Step Three – Director of Human Resources /Designee

- A. Within 10 working days of the response from the second level, the grievant, if dissatisfied, may submit, to the Director of Human Resources or designee a copy of the second step response and a copy of the grievance.

A meeting shall be held by the Director of Human Resources or designee. An Association representative shall be present if requested by grievant(s).

- B. Within 10 working days the Director of Human Resources and or designee shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources or designee.

Step Four – City Manager

- A. Within 10 working days of the response from the third level, the grievant(s), if dissatisfied, may submit to the City Manager copy of the third step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

Step Five – Arbitration

If the City Manager (Water or Harbor – Department Head) does not satisfactorily dispose of the complaint, the Association may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Human Resources and Affirmative Action Department shall meet with the Association representative to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached as to the specific issue(s) so agreed shall be reduced to writing, and the submission agreement shall be submitted to arbitration. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold a hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
2. Upon receipt of the panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making a stenographic record shall be borne equally;
8. Seventy-five percent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported;
9. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;

10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement;
11. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by Federal or California law or City Charter.

Section II – Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III – Separability

This MOU is subject to all applicable Federal and California law. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable Federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section IV – Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding, which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council

for adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

The Association shall be provided copies of all proposed amendments to all applicable City ordinances including the Personnel Ordinance and the Salary Resolution prior to submission to the City Council for enactment.

Section V – Term and Renegotiation

The term of this MOU shall commence on October 2, 2004, and shall remain in effect through September 30, 2008. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2008 to May 15, 2008, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2006.

THE LONG BEACH ASSOCIATION OF
ENGINEERING EMPLOYEES

CITY OF LONG BEACH

WILLIAM GATOFF
President

GERALD R. MILLER
City Manager

PHIL CARROLL
Vice President

KEVIN BOYLAN
Director of Human Resources

MARGO BERDANIS
Secretary

ISAAC PAI
Director of Engineering, Chief Engineer

CHUCK CARR
Chief Negotiator

SHERRIEL MURRY
Personnel Analyst

MICHAEL ZUKOSKI
Negotiator

RON BRISSON
Negotiator

DAVE VASQUEZ
Negotiator

APPROVED AS TO FORM

_____, 2006
ROBERT E. SHANNON, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

Assistant Chief Harbor Engineer	Petroleum Engineering Technician
Chief Building Inspector	Plan Checker-Electrical
Chief Construction Inspector	Plan Checker-Fire Prevention
Chief Surveyor	Plan Checker-Mechanical
Civil Engineer	Plan Checker-Plumbing
Civil Engineering Assistant	Plumbing Inspector
Civil Engineering Associate	Principal Building Inspector
Combination Building Inspector	Principal Construction Inspector
Combination Building Inspector Aide I/II	Principal Geological Drafting Technician
Construction Inspector I/II	Senior Architectural Engineer
Corrosion Control Supervisor	Senior Civil Engineer
Deputy Chief Harbor Engineer I/II	Senior Combination Building Inspector
Electrical Engineer	Senior Electrical Engineer
Electrical Engineering Associate	Senior Electrical Inspector
Electrical Inspector	Senior Engineering Technician II/I
Engineering Aide I/II/III	Senior Geological Drafting Technician
Engineering Technician I/II	Senior Geologist (T)
Environmental Remediation Specialist I/II	Senior Mechanical Engineer
Environmental Specialist Assistant	Senior Mechanical Inspector
Environmental Specialist Associate	Senior Petroleum Engineer (T)
Environmental Specialist I/II	Senior Petroleum Engineering Associate (T)
Geographic Information System Analyst I/II/III	Senior Plumbing Inspector
Geologist (T)	Senior Program Manager
Geologist I/II	Senior Structural Engineer
Landscape Architect	Senior Survey Technician
Manager of Rail Transportation Systems	Senior Surveyor
Manager-Environmental Planning	Senior Traffic Engineer
Material Testing Chemist	Structural Engineer
Materials Inspector	Structural Engineering Associate
Mechanical Engineer	Survey Technician
Mechanical Engineering Associate	Surveyor
Oil Field Gauger I/II	Traffic Engineer
Petroleum Engineer (T)	Traffic Engineering Aide I/II
Petroleum Engineering Assistant	Traffic Engineering Associate I/II
Petroleum Engineering Associate I/II	Water Quality Process Engineer

APPENDIX B

PAY RATE SCHEDULE

Pay Rate Schedule was not available for distribution at this time. Salary Resolutions to be distributed at a later date will contain these pay rate tables.

In addition to the salary increases provided for in Article Two, Section I.B., equity adjustments will be made on the dates indicated:

1. On July 1, 2006, all classifications represented by the Association will receive an equity adjustment of 3%.
2. On October 1, 2006, the following classifications represented by the Association will receive an equity adjustment of 3%.

Assistant Chief Harbor Engineer
Civil Engineer
Civil Engineering Assistant
Civil Engineering Associate
Corrosion Control Supervisor
Deputy Chief Harbor Engineer I/II
Electrical Engineer
Electrical Engineering Associate
Engineering Aide I/II/III
Engineering Technician I/II
Environmental Remediation Specialist I/II
Environmental Specialist Assistant
Environmental Specialist Associate
Environmental Specialist I/II
Geographic Information System Analyst I/II/III
Geologist (T)
Geologist I/II
Landscape Architect
Manager of Rail Transportation Systems
Manager-Environmental Planning
Material Testing Chemist
Mechanical Engineer
Mechanical Engineering Associate
Oil Field Gauger I/II
Petroleum Engineer (T)
Petroleum Engineer I/II
Petroleum Engineering Assistant
Petroleum Engineering Associate (T)
Petroleum Engineering Associate I/II
Petroleum Engineering Technician

Principal Geological Drafting Technician
Senior Architectural Engineer
Senior Civil Engineer
Senior Electrical Engineer
Senior Engineering Technician II/I
Senior Geological Drafting Technician
Senior Geologist (T)
Senior Mechanical Engineer
Senior Petroleum Engineer (T)
Senior Petroleum Engineering Associate (T)
Senior Program Manager
Senior Structural Engineer
Senior Traffic Engineer
Structural Engineer
Structural Engineering Associate
Traffic Engineer
Traffic Engineering Aide I/II
Traffic Engineering Assistant
Traffic Engineering Associate I/II
Water Quality Process Engineer

3. The City will complete a classification study on the Plan Checker classification by January 1, 2007.
4. On January 1, 2007, the salary range for Chief Surveyor will be changed from range 674 to range 694.
5. On January 1, 2007, the following classifications represented by the Association will receive an equity adjustment of 3%.

Chief Building Inspector
Chief Construction Inspector
Chief Surveyor
Combination Building Inspector
Combination Building Inspector Aide I/II
Construction Inspector I/II
Electrical Inspector
Materials Inspector
Plan Checker-Electrical
Plan Checker-Fire Prevention
Plan Checker-Mechanical
Plan Checker-Plumbing
Plumbing Inspector
Principal Building Inspector
Principal Construction Inspector
Senior Combination Building Inspector

Senior Electrical Inspector
Senior Mechanical Inspector
Senior Plumbing Inspector
Senior Survey Technician
Senior Surveyor
Survey Technician
Surveyor

6. On July 1, 2007, the classifications identified in Item #3 above will receive an equity adjustment of 2%.
7. On January 1, 2008, the classifications identified in Item #6 above will receive an equity adjustment of 2%.

APPENDIX C

SKILL PAY

EFFECTIVE DATE: July 1, 2006

	Classification	Skill	Additional Compensation
1.	Non-management classifications in the current Salary Resolution with a base hourly rate of \$20.038 or lower	For regular and frequent use of certified oral and/or written bilingual skills	\$0.30 per hour
*2.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Sr. Electrical Inspector; Sr. Electrical Inspector; Sr. Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Plan Checker-Electrical; Plan Checker-Mechanical; Plan Checker-Plumbing; Plan Checker-Fire Prevention; Principal Building Inspector; Chief Building Inspector	When possessing certifications issued by nationally recognized trades organizations that must be re-certified annually and approved by the City Building Official or Fire Marshall. No more than one skill pay shall be awarded for each trade (\$0.75 per hour for one specialty certification, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four certifications)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour
*3.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Sr. Electrical Inspector; Sr. Electrical Inspector; Sr. Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Principal Building Inspector; Chief Building Inspector	When registered by the Int'l Conference of Building Officials or the Int'l Code Conference and re-certified on an annual basis in accordance with Planning and Building Department regulations (\$0.75 per hour for one specialty certification, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four certifications)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour

	Classification	Skill	Additional Compensation
4.	Combination Building Inspector Aide I and II; Combination Building Inspector; Senior Combination Building Inspector; Principal Building Inspector; Senior Electrical Inspector; Senior Plumbing Inspector; Senior Mechanical Inspector	Counter plan checking	\$6.40 per diem
*5.	Construction Inspector I; Construction Inspector II; Principal Construction Inspector; Chief Construction Inspector; Pipeline Welding Inspector	When fully qualified to perform deputy inspection work and while possessing valid deputy inspector cards in specified fields of expertise (\$0.75 per hour for one deputy inspector card, \$1.00 per hour for two cards, \$1.25 per hour for three cards, up to a maximum \$1.50 per hour for four cards)	\$0.75 per hour \$1.00 per hour \$1.25 per hour \$1.50 per hour
6.	Construction Inspector II	When performing field supervisory duties	\$5.00 per diem
7.	Civil Engineer; Sr. Civil Engineer	When possessing a California Structural Engineers license and assigned to perform Structural Engineering duties	\$10.00 per diem
8.	Plan Checker	When appropriately certified in the discipline of plumbing, mechanical or electrical inspection and assigned to perform as a Plan Checker	\$4.00 per diem

	Classification	Skill	Additional Compensation
*9.	Corrosion Control Supervisor; Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing an American Welding Society certificate for gas pipeline welding inspections or a National Association of Corrosion Engineers certificate (\$0.75 per hour for one specialty certification, up to a maximum of \$1.00 per hour for two certifications)	\$0.75 per hour \$1.00 per hour

*A bargaining unit member may receive only one of these skill pays. They cannot be stacked.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH MANAGEMENT ASSOCIATION

OCTOBER 2, 2004 TO SEPTEMBER 30, 2008

EXHIBIT C

TABLE OF CONTENTS

ARTICLE ONE – GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation1
 A. Purpose1
 B. Intent1
 C. Philosophy1

Section II - Term..... 2

Section III - City Rights Reserved2

Section IV - Nondiscrimination.....3

Section V - Peaceful Performance of City Service.....3

Section VI - Association Composition.....4

Section VII - Association Dues4

Section VIII - Association Communications4

Section IX - Association Officers Responsibilities.....4

ARTICLE TWO - SALARY AND COMPENSATION

Section I - Compensation5
 A. Pay for Performance System.....5
 B. Exceptional Performance Incentives5
 C. Hay Salary Survey.....6

Section II - Acting Appointments6

Section III - Auto Allowance/Reimbursement6

Section IV - Specialty Pay6

Section V - Severance Pay.....6

ARTICLE THREE – PAID TIME OFF

Section I - Holidays7

Section II - Vacation Leave7

TABLE OF CONTENTS

Section III - Sick Leave8
Section IV - Executive Leave.....8
Section V - Bereavement Leave8
Section VI - Jury Duty.....8

ARTICLE FOUR – INSURANCE BENEFITS

Section I - Health, Dental & Life Insurance.....9
Section II - Continuation of Health Insurance for Surviving Spouse9
Section III - Short-term/Long-term Disability Benefits.....11
Section IV - Life Insurance.....11
Section V - Annual Physical Exam11

ARTICLE FIVE - RETIREMENT

Section I - Retirement12
 A. Continuation of Retirement Benefits.....12
 B. Amendment to Contract with the California Public
 Employees’ Retirement System (CalPERS).....12
 C. Report the Value of Employee-Paid Member
 Contribution (EPMC) – Special Compensation12
 D. Superfunding13

ARTICLE SIX – EMPLOYMENT CONDITIONS

Section I - Employee Parking14
Section II - Tuition Reimbursement14
Section III - Management Rotation Program14

APPENDIX A.....16

ARTICLE ONE
GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation

The Long Beach Management Association (LBMA) is hereby recognized as the exclusive representative for employees of the Long Beach Managers in the positions indicated in Appendix "A," attached hereto and made a part hereof.

- A. Purpose - The parties agree that the purpose of this Memorandum of Understanding (MOU) is:
1. To promote and provide harmonious relations, cooperation and understanding between the City of Long Beach (City) appointing authorities and the employees covered herein;
 2. To provide an orderly and equitable means of resolving differences which may arise under this memorandum; and,
 3. To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by LBMA.
- B. Intent - It is understood the intent of the MOU is to set forth a joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation, and shall not be binding unless and until the City Council:
1. Approves the provisions contained in this Memorandum;
 2. Adopts the required ordinances and/or resolutions; and,
 3. Appropriates the funds required to implement the provisions hereof.
- C. Philosophy - It is further understood that:
1. The City's goal is to provide residents with management leadership that can develop and implement high quality programs and services. The City's compensation programs can be used to foster the attainment of the City's mission, goals, and the directives of the City Council and the appointing authorities.
 2. The City seeks to successfully attract, retain and motivate high quality management employees.

3. The City's management compensation programs are designed to reward productivity, improve employee skills, increase customer satisfaction, and encourage effective resource utilization.
4. The City's management compensation system is intended to be internally equitable, competitive with marketplace practices consistent with budgetary constraints, and non-discriminatory in its design.
5. The performance appraisal plan is intended to help all employees to assess their effectiveness in meeting job standards while establishing goals and objectives that will lead to continuous improvement.
6. All employees represented by this agreement are "at will" employees who serve at the pleasure of their appointing authority.

Section II - Term

The term of this Memorandum shall commence October 2, 2004 and terminate at midnight on September 30, 2008.

Section III - City Rights Reserved

The City retains all rights not specifically limited by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job duties and personnel by which government operations are to be conducted.
- E. Determine issues of public policy and the overall mission of the City.
- F. Maintain and improve the efficiency and effectiveness of government operations.

- G. Take any necessary actions to carry out the mission of the City in situations of emergency.
- H. All rights of management, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the rights of management which are included in this agreement, exclusive of a competent court having subject matter jurisdiction.

Section IV – Non-Discrimination

The provisions of this MOU shall be applied equally to all employees and no person shall be discriminated against or benefited in any manner that is inconsistent with the standards set forth in Federal and State statutes, or with any ordinance, resolution or policy of the City.

Section V - Peaceful Performance of City Service

The LBMA members fully support the business of the City to provide services to the citizens of Long Beach. They also support the actions of the appointing authority and stand ready to implement any of the appointing authority's directives.

It is mutually understood and agreed that participation by any employee in a strike or concerted work stoppage or slowdown terminates the employment relationship of those individuals involved, in the absence of specific written waiver of such termination by an authorized City official.

- A. It is further understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the appointing authority cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.

- C. Neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Article shall apply for the same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this Agreement in addition to whatever other remedies may be to the City at law or in equity.

- D. The City agrees that there shall be no general lockout of LBMA bargaining unit members.

Section VI – Association Composition

The Bargaining Unit composition represented by the Long Beach Management Association shall be that described in Appendix "A". Any changes to the unit composition must be made in accordance with the provisions of the City's Employer-Employee Relations Resolution, common fair labor practices, and any applicable State and Federal Statutes.

Section VII – Association Dues

Upon receipt of a written voluntary authorization from the employee, the City shall deduct Association dues from the pay of represented employees. The City shall charge the employee organization five and one-half cents (\$0.055) per deduction. The Association agrees to indemnify and holds the City harmless for any loss or damages, claims or causes of action arising from the operation of this provision of the agreement.

Section VIII – Association Communications

Department and public area bulletin boards will be made available for posting Association notices.

Section IX – Association Officers Responsibilities

The parties agree that from time to time, it will be necessary for the Board of Directors to meet and conduct the business of the Association. The Association will make every effort to conduct these meetings during non-office hours. The City will provide access to City facilities when they are available, i.e. community rooms. Opportunity for the Board to participate in these meetings will not be withheld so long as the work of the City is not adversely impacted.

ARTICLE TWO

SALARY AND COMPENSATION

Section I – Compensation

A. Pay for Performance System

1. The City will continue to use the HAY job evaluation system to develop appropriate compensation for various positions in the E00 (management) classifications.
2. On or about January 1, 2007, and each January thereafter, the City will develop a salary administration guide. This guide will set forth a matrix for salary adjustments based on an employee performance evaluation and the position of the manager's salary within the salary range.
3. It is understood that the pay for performance system may be adversely impacted by budget constraints. It is the intent of the parties, however, that a merit pay plan be re-instituted.
4. Every attempt shall be made to establish reasonable salary differential between management personnel and their subordinates. Overtime of subordinates shall not be considered in determining the compression differential. Incentives, if any, shall be added to base calculations of subordinate compensation calculation. In cases where a differential does not exist, the parties agree to meet to discuss the basis for the compression and attempt to resolve the situation.

B. Exceptional Performance Incentives

Represented employees who have demonstrated exceptional performance beyond established goals and objectives for their position may be considered for a Performance Incentive Award. Consideration for such awards will be based upon the recommendation of the department head. Awards may be granted in the form of a lump sum bonus payment or a merit increase added to the employee's base rate.

These awards will be based on the availability of funds, and consideration of budget constraints. They will be awarded based on the sole discretion of the appointing authority.

C. Hay Salary Survey

On or about January 1, 2007, the City will complete a comprehensive external review of salary range control points for representative benchmark classifications under the City Manager's direction. The purpose of this review will be to establish salary control points that are competitive with the marketplace and to create a process by which the ranges can be adjusted biennially to reflect pay practices within the marketplace. The Association may designate two managers to participate in this study.

Section II – Acting Appointments

When acting appointments are made, the appointee shall receive a salary adjustment of 10 percent, or no less than the minimum salary of that range, which ever is greater.

Section III – Auto Allowance/Reimbursement

Managers shall be entitled to an auto allowance/reimbursement in such amounts as determined by the appropriate appointing authority.

Section IV – Specialty Pay

Sworn Management staff of the Police Department shall continue to be eligible for the same Marksmanship pay and Wellness pay provided to other sworn members of the department.

Section V – Severance Pay

In the event a bargaining unit member's position is eliminated as a result of a reduction in force, and that member has not been offered a reasonable alternative management position with the City, the City shall pay to the bargaining unit member severance compensation. The amount of this compensation shall be calculated at one week of base pay for every full year of City service with a maximum allowance of sixteen (16) weeks of severance pay. Health insurance coverage shall continue for four full months after the month in which the bargaining unit member is terminated provided the bargaining unit member is not eligible for health insurance coverage through a spouse or other carrier.

The bargaining unit member will not be eligible for this benefit if he/she is terminated for cause, resigns in lieu of termination, retires or voluntarily separates service from the City.

ARTICLE THREE

PAID TIME OFF

Section I – Holidays

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Section II – Vacation Leave

A. Permanent, full-time employees covered herein shall accrue vacation leave with pay on the following basis:

Service Completed	Equivalent Vacation Days Earned Per Year
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18

18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

- B. Effective August 1, 2006, upon retirement, each bargaining unit member shall have 75% of his/her outstanding vacation leave balance converted to sick leave. This leave may be used under the same terms and conditions as all other accumulated sick leave. It is the intent that this mandatory conversion not create a taxable event. If such conversion is subsequently found to create tax consequences, the parties agree that this provision shall be discontinued.

Section III – Sick Leave

Permanent, full-time employees covered by this MOU shall earn a maximum of ninety-six (96) hours [twelve (12) days] of sick leave per year, with unlimited accrual.

Section IV – Executive Leave

Employees represented herein shall be granted forty (40) hours of executive leave on January 1 of each calendar year by the proper appointing authority. Additional executive leave to a maximum of forty (40) additional hours may be granted at the sole discretion of the appointing authority. Such additional leave, if awarded, shall be based on a manager's demonstrated performance during the preceding fiscal year. Determinations regarding the award of such leave shall be made during January of each year. Executive leave shall not accrue from one year to the next. Nor shall there be any pay off of executive leave upon separation from the City for any reason.

Section V – Bereavement Leave

Represented employees may be absent from duty with pay for 3 days for the death or critical illness where death appears imminent of the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Section VI – Jury Duty

Employees will be eligible for up to 80 hours of paid jury time each calendar year.

ARTICLE FOUR

INSURANCE BENEFITS

Section I – Health, Dental and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.

- B. Effective December 1, 2005, and every December 1st thereafter, during the term of this agreement, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
- a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above.

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter during the term of the agreement, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

- C. The LBMA shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the Union of his recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

Section II – Continuation of Health Insurance for Surviving Spouse

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continued payments by the

City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983, or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premiums shall continue until:

- A. The spouse remarries;
- B. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Short-term/Long-term Disability Benefits

Eligible employees will receive short-term and long-term disability benefits. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

Section IV – Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of three (3) times their annual salary up to \$500,000 per year of term life insurance. The City will pay the full cost of the annual premiums. The City will provide employees the ability to purchase increased coverage at their own expense based on conditions established by the insurance carrier. If such increased coverage is offered, it shall be in increments designated by the City.

Section V – Annual Physical Exam

Employees covered hereunder are eligible to receive an annual physical examination at City expense through the City-provided program.

ARTICLE FIVE

RETIREMENT

Section I – Retirement

A. Continuation of Retirement Benefits

1. For bargaining unit employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall pay to CalPERS on behalf of each eligible miscellaneous employee, who is a CalPERS member, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual employee contribution, and for safety members, an amount equal to nine-ninths (9/9) of his/her nine percent (9%) individual contribution.
2. The City agrees to contribute on behalf of each new miscellaneous bargaining unit member hired by the City after October 1, 2004, an amount equal to three-eighths (3/8) of his/her eight percent (8%) individual employee contribution; and for each new safety bargaining unit member hired by the City after October 1, 2004, an amount equal to four-ninths (4/9) of his/her nine percent (9%) individual employee contribution. Commencing upon the date of hire of a new bargaining unit member, the respective contribution levels described above will remain in effect for a five (5) year period in accordance with the provisions of California Code of Regulations, Title 2, Section 569 (or any successor regulation thereto). Commencing in the sixth year of employment, the member shall be entitled to employer paid member contributions based upon the same terms that apply to those employees in this bargaining unit hired prior to October 1, 2004.
3. Beginning with the first pay period following adoption of this agreement, the City will eliminate the provision listed in paragraph A.2 above. Managers who are currently subject to this provision will then be considered in the same manner as all other managers as described in paragraph A.1 above.
4. Effective January 6, 2007, the City shall pay to CalPERS on behalf of each eligible miscellaneous bargaining unit member, an amount equal to six-eighths (6/8) of his/her eight percent individual employee contribution.

5. Effective April 1, 2006, the City shall contribute on behalf of each eligible safety bargaining unit member, a maximum of eight-ninths (8/9) of his/her nine percent (9%) individual employee contribution. Effective, April 1, 2007, the City shall contribute on behalf of each eligible safety bargaining unit member, a maximum of seven-ninths (7/9) of his/her nine percent (9%) individual employee contribution.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for miscellaneous employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.5% at 55 Modified retirement formula.

C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable under Government Code section 20636(c)(4) and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at future date, payroll deduction for employees' contributions shall resume as prescribed in Section 1.A.2 and 1.A.3.

ARTICLE SIX

EMPLOYMENT CONDITIONS

Section I – Employee Parking

Employee parking will be made available without charge. If SCAQMD subsequently promulgates regulations in conflict with this provision, the City will meet and confer with the Association regarding any required changes.

Section II – Tuition Reimbursement

Management employees shall be eligible for tuition reimbursement as established by City policy and practice.

Section III – Management Rotation Program

Managers selected for the management professional development rotation program shall be given adequate prior notice. At a minimum, such notice shall consist of a written communication notifying the manager of the reassignment delivered no less than 10 working days before the new assignment takes effect. This provision is in no way intended to restrict an appointing authority's discretion to make immediate reassignments, if necessary, to respond to operational requirements and emergencies.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____ 2006.

FOR THE LONG BEACH MANAGEMENT ASSOCIATION:

Craig Beck
Long Beach Management Association

Mark Sutton
Long Beach Management Association

Toni Whitesell
Long Beach Management Association

Karen Owens
Long Beach Management Association

Keith Kilmer
Long Beach Management Association

FOR THE CITY OF LONG BEACH:

Gerald R. Miller, City Manager

Richard Steinke
Executive Director, Harbor Department

Kevin Wattier
General Manager, Water Department

Kevin Boylan
Director of Human Resources

Mario R. Beas
Director of Civil Service

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX A

Positions Represented:

ACCOUNTING OFFICER
ACCOUNTING OPERATIONS OFFICER
ADMIN ASSISTANT-CITY MANAGER
ADMIN OFFICER-AIRPORT
ADMIN OFFICER-CIVIL SERVICE
ADMIN OFFICER-COMMUNITY DEV
ADMIN OFFICER-ENGINEERING
ADMIN OFFICER-FLEET
ADMIN OFFICER-LIBRARY SERVICES
ADMIN OFFICER-OIL PROPERTIES
ADMIN OFFICER-PLANNING/BLDG
ADMIN OFFICER-POLICE
ADMIN OFFICER-PUB SVC/IR
ADMIN OFFICER-PUBLIC WORKS
ADMIN OFFICER-TOWING
ADMINISTRATIVE OFFICER
ADVANCE PLANNING OFFICER
AIRPORT PROPERTY MGMT OFFICER
AIRPORT PUBLIC AFFAIRS OFFICER
APPLICATIONS DEV OFFICER
APPLICATIONS PROGRAMMING OFCR
ASST CHIEF OF POLICE
ASST FIRE CHIEF
ASST GEN MGR/CHIEF GAS ENGR
ASST TO EXEC DIRECTOR
BUDGET SYSTEMS OFFICER
BUILDING INSPECTION OFFICER
BUSINESS ASSISTANCE OFFICER
BUSINESS LOAN OFFICER
BUSINESS SERVICES OFFICER
BUSINESS TECHNOLOGY OFFICER
CHIEF HARBOR ENGINEER
CHIEF OF POLICE
CITY CONTROLLER
CITY ENGINEER
CITY HEALTH OFFICER
CITY SAFETY OFFICER
CITY TREASURE/REVENUE OFFICER
CLEAN WATER OFFICER
COMMERCIAL & RETAIL DEV OFCR
COMMUNITY SERVICES OFFICER

CONSTRUCTION SERVICES OFFICER
CONTRACTS OFFICER
CUSTOMER RELATIONS OFFICER
CUSTOMER SERVICES OFFICER
CUSTOMER SUPPORT OFFICER
DATA ADMINISTRATION OFFICER
DATA CENTER OFFICER
DATA SECURITY ADMINISTRATOR
DEPARTMENT SAFETY OFFICER
DEPUTY CHIEF OF POLICE
DEPUTY DIRECTOR-CIVIL SERVICE
DEPUTY FIRE CHIEF
DESKTOP COMPUTING OFFICER
DIRECTOR - LONG BEACH ENERGY
DIRECTOR OF ADMINISTRATION
DIRECTOR OF COMMUNICATIONS
DIRECTOR OF COMMUNITY DEVELOPMENT
DIRECTOR OF COMMUNITY RELATIONS & GOVERNMENT AFFAIRS
DIRECTOR OF FINANCE
DIRECTOR OF FINANCIAL MGMT
DIRECTOR OF HEALTH & HUMAN SVC
DIRECTOR OF INFORMATION MGMT
DIRECTOR OF LIBRARY SERVICES
DIRECTOR OF MAINTENANCE
DIRECTOR OF OIL PROPERTIES
DIRECTOR OF PLANNING & BLDG
DIRECTOR OF PLNG/ENVRMTL AFFRS
DIRECTOR OF PRKS, REC & MARINE
DIRECTOR OF PROPERTIES
DIRECTOR OF PUBLIC WORKS
DIRECTOR OF SECURITY
DIRECTOR OF SPECIAL EVENTS
DIRECTOR OF TECHNOLOGY SVCS
DIRECTOR OF TRADE/MARITIME SVC
DIRECTOR-ENG & PLNG/CHIEF ENGR
DIRECTOR-WTR/SWR & SPPRT SVCS
DIVERSITY OUTREACH OFFICER
DIVISION ENGINEER
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-PUBLIC WORKS
EMERGENCY MEDICAL SVCS OFFICER
EMERGENCY SERVICES COORDINATOR
EMPLOYEE ASSISTANCE OFF-POLICE
EMPLOYEE BENEFITS/SVCS OFF
EMPLOYMENT SVCS OFCR-CIVIL SVC
ENERGY CONSERVATION OFFICER

ENGINEERING PLAN CHECK OFFICER
ENVIRONMENTAL PLANNING OFFICER
EQUAL EMPLOYMENT/ADA OFFICER
EXEC SECY TO ASST CTY MGR
EXEC SECY TO CITY MANAGER
EXECUTIVE SECRETARY
EXECUTIVE SECRETARY-HARBOR
FINANCIAL SERVICES OFFICER
FINANCIAL SVCS OFFICER-COM DEV
FINANCIAL SYSTEMS OFFICER
FIRE CHIEF
FOOD SERVICES ADMINISTRATOR
GAS MARKETING ENGINEER
GEN SUPT-PARKS/MARINE MAINT
GEN SUPT-RECREATION
GENERAL SUPT-FLEET SERVICES
GEOGRAPHIC INFO SYS OFFICER
GRANTS ACCOUNTING OFFICER
GROUPWARE APPLICATIONS OFFICER
HAZARDOUS WASTE OPTNS OFFICER
HISTORIC SITES OFFICER
HOUSING ASSISTANCE OFFICER
HOUSING DEVELOPMENT OFFICER
HOUSING OPERATIONS OFFICER
HUMAN DIGNITY OFFICER
LABORATORY SERVICES OFFICER
LABORATORY SERVICES SUPERVISOR
LIBRARY YOUTH SERVICES OFFICER
MANAGING DIRECTOR - HARBOR
MANAGEMENT INFO SYS OFFICER
MARINE SAFETY CHIEF
MARKETING OFFICER
MGR-ACCOUNTING
MGR-ADMIN & FINANCIAL SERVICES
MGR-ADMIN & PLANNING
MGR-ADMIN SERVICES
MGR-ADMINISTRATION
MGR-ADMINISTRATION
MGR-AIRPORT
MGR-ANIMAL CONTROL
MGR-AUTOMATED SERVICES
MGR-BUDGET MANAGEMENT
MGR-BUSINESS OPERATIONS
MGR-COMMERCIAL SERVICES
MGR-COMMUNITY PARKS PROGRAM
MGR-COMPUTING SERVICES

MGR-CUSTOMER SERVICE-TECH SVC
MGR-ECONOMIC DEVELOPMENT
MGR-ELECTRIC GENERATION
MGR-ENERGY RECOVERY
MGR-ENERGY SERVICES
MGR-ENGINEERING
MGR-ENGINEERING & CONSTRUCTION
MGR-ENGINEERING DESIGN & CONST
MGR-ENVIRONMENTAL HEALTH
MGR-ENVIRONMENTAL SERVICES
MGR-FAULT BLOCKS & UPLANDS
MGR-FLEET SERVICES
MGR-GAS SERVICES
MGR-GOVERNMENT/PUBLIC AFFAIRS
MGR-HOUSING AUTHORITY
MGR-HOUSING SERVICES
MGR-HUMAN/SOCIAL SERVICES
MGR-INFORMATION SERVICES
MGR-LONG BEACH UNIT
MGR-MAIN LIBRARY SVCS
MGR-MAINTENANCE OPERATIONS
MGR-MARINE OPERATIONS
MGR-NEIGHBORHOOD LIBRARY SVCS
MGR-NEIGHBORHOOD SERVICES
MGR-NETWORK/DESKTOP SVCS
MGR-OPERATIONS & ADMIN
MGR-OPERATIONS SUPPORT
MGR-PLANNING
MGR-PLANNING & DEVELOPMENT
MGR-POLICE ADMINISTRATION
MGR-PREVENTIVE HEALTH
MGR-PROPERTY SERVICES
MGR-PUBLIC HEALTH
MGR-PUBLIC SERVICE
MGR-PUBLIC WORKS OPERATIONS
MGR-RECREATION SERVICES
MGR-REDEVELOPMENT
MGR-SPECIAL EVENTS
MGR-SR SVCS & SPECIAL PROG
MGR-SUPPORT SERVICES-GAS
MGR-SUPPORT SERVICES-HEALTH
MGR-TOWING
MGR-TRAFFIC & TRANSPORTATION
MGR-WATER QUALITY & PROCESS
MGR-WATER RESOURCES
MGR-WORKFORCE DEVELOPMENT

NEIGHBORHOOD IMPRVMT OFFICER
NEIGHBORHOOD RESOURCES OFFICER
NEIGHBRHD/HISTORIC PRES OFCR
NETWORK ADMINISTRATOR
NURSING SERVICES OFFICER
NUTRITION SERVICES OFFICER
OCCUPATIONAL HLTH SVCS OFFICER
OFFICE SERVICES OFFICER
OFFICE SYSTEMS OFFICER
OIL PROPERTIES ACCTG OFFICER
OPERATIONS CENTER OFFICER
OPERATIONS OFFICER-AIRPORT
OPERATIONS OFFICER-BLDG SAFETY
PARK DEVELOPMENT OFFICER
PERSONNEL & TRAINING OFFICER
POLICE COMMANDER
POLICE COMMUNITY RELATNS OFCR
POLICE INFO/TECHNOLOGY OFCR
POLICE PLANNING/RESEARCH OFCR
POLICE RECORDS ADMINISTRATOR
PREVENTION SERVICES OFFICER
PROCUREMENT & WAREHOUSE SUPV
PROJECT MANAGEMENT OFFICER
PUBLIC INFORMATION OFFICER
PUBLIC/GOV AFFAIRS MANAGER
PURCHASING AGENT
REAL ESTATE OFFICER
RECREATION SUPERINTENDENT
RECRUITMENT OFFICER-CIVIL SVC
RECYCLING & SUSTAINABILITY OFF
REDEVELOPMENT ADMINISTRATOR
REDEVELOPMENT PROJECT OFFICER
REHABILITATION SVCS OFFICER
REVENUE OFFICER-TREASURY
RISK MANAGER
SAFETY/WTR CONSRVATION OFFICER
SECRETARY TO THE BOARD-WATER
SECY TO GENERAL MANAGER
SENIOR ECON DEVELOPMENT OFCR
SERRF OPERATIONS OFFICER
SEWER OPERATIONS SUPT
SPECIAL ASST TO THE GEN MNGR
SPECIAL PROJ OFFICER-CITY CLRK
SPECIAL PROJ OFFICER-WATER
SPECIAL PROJECTS OFF-COMM DEV
SPECIAL PROJECTS OFF-ENGRG

SPECIAL PROJECTS OFF-HOUSING
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFF-PUB SVC
SPECIAL PROJECTS OFF-PUB WORKS
SUPPORT PROJECTS OFFICER
SUPPORT SERVICES SUPT
SUPT-ADMIN SERVICES
SUPT-AIRPORT OPERATIONS
SUPT-BUILDING AND SAFETY
SUPT-BUILDING SERVICES
SUPT-COMMUNITY INFORMATION
SUPT-CONTRACT MGMT/REVENUE DEV
SUPT-ELECTRONICS/TRAFFIC SGNLS
SUPT-ENGINEERING
SUPT-ENGR & GAS SYSTEM CONTROL
SUPT-ENVIRONMENTAL PROGRAMS
SUPT-FACILITY MANAGEMENT
SUPT-FINANCE & CONTROLS
SUPT-FLEET ACQUISITION
SUPT-FLEET MAINTENANCE
SUPT-FLEET OPERATIONS
SUPT-GANG INTERVENTION
SUPT-GOLF OPERATIONS
SUPT-LIEN SALES
SUPT-METERS & REGULATORS
SUPT-OPERATIONS
SUPT-PARK MAINTENANCE
SUPT-PERSONNEL & TRAINING
SUPT-PIPELINE CONST & MAINT
SUPT-PLANNING & DEVELOPMENT
SUPT-REFUSE & STREET SWEEPING
SUPT-REFUSE COLLECTION
SUPT-STREET LANDSCAPING/MAINT
SUPT-STREET SWEEPING
SUPT-STRUCTURAL SERVICES
SUPT-TOWING
SUPT-TOWING & LIEN SALES
SUPT-TRAFFIC OPERATIONS
SUPT-WAREHOUSE/INVENTORY OPRTN
SYSTEMS OFFICER
TECHNICAL SUPPORT OFFICER
TECHNICAL SVCS ADMINISTRATOR
TECHNICAL SVCS OFF-GEN SVCS
TELECOMMUNICATIONS OFFICER
TELEMETRY SYSTEMS SUPT
TRANSPORTATION PLANNING OFF

TRANSPORTATION PROGRAMMING OFF
TREASURY OPERATIONS OFFICER
UTILITY SERVICES OFFICER
VIDEO COMMUNICATIONS OFFICER
VOICE & DATA COMMUNICATN OFCR
WATER OPERATIONS SUPT
WATER TREATMENT SUPT
WORKFORCE DEVELOPMENT OFFICER
YOUTH SERVICES COORDINATOR
ZONING OFFICER

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH IMPLEMENTING GOVERNMENT
5 CODE SECTION 20636(c)(4) PURSUANT TO SECTION
6 20691 BY PAYING AND REPORTING THE VALUE OF
7 EMPLOYER PAID MEMBER CONTRIBUTIONS FOR LONG
8 BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES TO
9 THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT
10 SYSTEM (CalPERS)

11
12 WHEREAS, the City of Long Beach has the authority to implement
13 Government Code Section 20636(c)(4) pursuant to Section 20691; and

14 WHEREAS, the City of Long Beach has a written labor policy or
15 agreement which specifically provides for the normal member contributions to be paid
16 by the employer, and reported as special compensation; and

17 WHEREAS, one of the steps in the procedures to implement this section
18 is the adoption by the governing body of the City of Long Beach of a resolution giving
19 notice of its intention to commence paying and reporting the value of employer paid
20 member contributions (EPMC) as compensation for all members of the group or class
21 as identified herein.

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

24 Section 1. Effective as of January 6, 2007, the governing body of the City
25 of Long Beach shall implement Government Code Section 20636(c)(4) pursuant to
26 Section 20691 by paying and reporting the value of Employer Paid Member
27 Contributions (EPMC) for all miscellaneous employees represented by the Long Beach
28 Association of Confidential Employees. This benefit shall consist of the City paying 6%

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1 of the normal contributions as EPMC, and reporting the same percent value of
2 compensation earnable, excluding special compensation pursuant to Government Code
3 Section 20636(c)(4) as additional compensation. The employee shall pay 2% of the
4 normal contribution.

5 Sec. 2. This resolution shall take effect immediately upon its adoption by
6 the City Council, and the City Clerk shall certify to the vote adopting this resolution.

7 I hereby certify that the foregoing resolution was adopted by the City
8 Council of the City of Long Beach at its meeting of _____, 2006,
9 by the following vote:

10 Ayes: Councilmembers: _____
11 _____
12 _____

13 Noes: Councilmembers: _____
14 _____

15 Absent: Councilmembers: _____
16 _____

17 _____
18 City Clerk

19 _____
20 _____
21 Approved: _____
22 (Date) Mayor

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH IMPLEMENTING GOVERNMENT CODE SECTION 20636(c)(4) PURSUANT TO SECTION 20691 BY PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

WHEREAS, the City of Long Beach has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691; and

WHEREAS, the City of Long Beach has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as special compensation; and

WHEREAS, one of the steps in the procedures to implement this section is the adoption by the governing body of the City of Long Beach of a resolution giving notice of its intention to commence paying and reporting the value of employer paid member contributions (EPMC) as compensation for all members of the group or class as identified herein.

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

Section 1. Effective as of July 22, 2006, the governing body of the City of Long Beach shall implement Government Code Section 20636(c)(4) pursuant to Section 20691 by paying and reporting the value of Employer Paid Member Contributions (EPMC) for all miscellaneous employees represented by the Long Beach Association of Engineering Employees. This benefit shall consist of the City paying 6%

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City Attorney of Long Beach
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1 of the normal contributions as EPMC, and reporting the same percent value of
2 compensation earnable, excluding special compensation pursuant to Government Code
3 Section 20636(c)(4) as additional compensation. The employee shall pay 2% of the
4 normal contribution.

6 Sec. 2. This resolution shall take effect immediately upon its adoption by
7 the City Council, and the City Clerk shall certify to the vote adopting this resolution.

8 I hereby certify that the foregoing resolution was adopted by the City
9 Council of the City of Long Beach at its meeting of _____, 2006,
10 by the following vote:

11 Ayes: Councilmembers: _____
12 _____
13 _____

14 Noes: Councilmembers: _____
15 _____

16 Absent: Councilmembers: _____
17 _____

19 _____
20 City Clerk

22 Approved: _____
23 (Date)

23 _____
24 Mayor

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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City Attorney of Long Beach
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1 RESOLUTION NO.
2

3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH IMPLEMENTING GOVERNMENT
5 CODE SECTION 20636(c)(4) PURSUANT TO SECTION
6 20691 BY PAYING AND REPORTING THE VALUE OF
7 EMPLOYER PAID MEMBER CONTRIBUTIONS FOR
8 UNREPRESENTED MANAGEMENT MISCELLANEOUS
9 EMPLOYEES, THE CITY ATTORNEY, CITY PROSECUTOR,
10 CITY AUDITOR, CITY MANAGER, CITY CLERK AND
11 MISCELLANEOUS EMPLOYEES REPRESENTED BY THE
12 LONG BEACH MANAGEMENT ASSOCIATION TO THE
13 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
14 (CalPERS)
15

16 WHEREAS, the City of Long Beach has the authority to implement
17 Government Code Section 20636(c)(4) pursuant to Section 20691; and

18 WHEREAS, the City of Long Beach has a written labor policy or
19 agreement which specifically provides for the normal member contributions to be paid
20 by the employer, and reported as special compensation; and

21 WHEREAS, one of the steps in the procedures to implement this section
22 is the adoption by the governing body of the City of Long Beach of a resolution giving
23 notice of its intention to commence paying and reporting the value of employer paid
24 member contributions (EPMC) as compensation for all members of the group or class
25 as identified herein.

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

28 Section 1. Effective as of July 22, 2006, the governing body of the City of

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1 Long Beach shall implement Government Code Section 20636(c)(4) pursuant to
2 Section 20691 by paying and reporting the value of Employer Paid Member
3 Contributions (EPMC) for all unrepresented management miscellaneous employees
4 paid pursuant to Executive Salary Rates (EOO) of the City's Salary Schedule and the
5 City Attorney, City Auditor, City Prosecutor, City Manager, City Clerk and miscellaneous
6 employees represented by the Long Beach Management Association. This benefit
7 shall consist of the City paying 7% of the normal contributions as EPMC, and reporting
8 the same percent value of compensation earnable, excluding special compensation
9 pursuant to Government Code Section 20636(c)(4) as additional compensation. The
10 employee shall pay 1% of the normal contribution. Effective January 6, 2007, this
11 benefit shall consist of the City paying 6% and the employee paying 2%.

12 Sec. 2. This resolution shall take effect immediately upon its adoption by
13 the City Council, and the City Clerk shall certify to the vote adopting this resolution.

14 I hereby certify that the foregoing resolution was adopted by the City
15 Council of the City of Long Beach at its meeting of _____, 2006, by
16 the following vote:

17 Ayes: Councilmembers: _____

18 _____

19 _____

20 Noes: Councilmembers: _____

21 _____

22 Absent: Councilmembers: _____

23 _____

24 _____

25 _____
City Clerk

26 _____

27 Approved: _____
(Date)

28 _____
Mayor