

# R-71

November 17, 2020

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

## RECOMMENDATION:

Adopt a Resolution approving Memorandum of Understanding with the Service Employees International Union, Local 721. (Citywide)

## DISCUSSION

In accordance with instructions from the City Council, an agreement has been reached with the Service Employees International Union, Local 721 (SEIU), who represent approximately 100 Refuse Operator employees. City management has had over 30 meetings with SEIU since July 2019. The current MOU expired on September 30, 2019, and the proposed successor MOU provides for a four-year term that would expire on September 30, 2023.

## **MOU Terms**

The tentative agreement includes a phased-in approach for structural wage increases that are in line with the specific needs of the bargaining unit to remain competitive with other public sector agencies. The following is a summary of the wage increases:

1. General Wage Increases:
  - a. 3 percent effective April 1, 2020
  - b. 2 percent effective September 30, 2021
  - c. 2 percent effective September 30, 2022
  - d. 1 percent effective April 1, 2023
2. Equity Increases: Effective the first day of the pay period that includes September 30, 2021, the following eligible classifications will receive a 1 percent equity adjustment:

a. Refuse Operator I	d. Refuse Operator IV
b. Refuse Operator II	e. Refuse Operator I – NC
c. Refuse Operator III	f. Refuse Operator II – NC
3. Automatic Grade Advancement: Effective January 16, 2021, employees at the Refuse Operator I grade level will automatically advance to Refuse Operator II grade level after satisfactory completion of 2,088 hours (12 months) at Step 7.
4. New Refuse Operator IV Position: Effective the first day of the pay period including January 16, 2021, the City will establish a Refuse Operator IV position at range 450.

5. Increase RX Pay and Addition of Program Guidelines: Effective the first day of the pay period that includes April 1, 2021, the City will increase RX Incentive Pay for attaining markers in accordance with the program developed by the Labor Management Committee to \$80.00 for an eight-hour shift and \$100.00 for a ten-hour shift. The RX program guidelines will be outlined in the MOU.

The tentative agreement also contains key benefit enhancements that apply to other recently-approved bargaining units, to enhance employees' ability to balance work and personal lives. Key provisions found in the tentative agreement are:

1. New Paid Parental Leave: Full-time employees eligible for City health benefits who have completed 6 months of full-time City service will be eligible for up to 30 consecutive days (160 hours-4/10 shift; 192 hours-platoon shift) of Paid Parental Leave following the birth of a child, adoption of a child, or placement of a foster child in their home.
2. Additional City Holiday: In 2021, employees will receive one additional paid City holiday (Election Day – 1<sup>st</sup> Tuesday after November 1<sup>st</sup> every year).
3. Short-Term/Long-Term Disability Insurance: Extend employer-paid short-term and long-term disability plan(s), in addition to a voluntary supplemental long-term disability option to miscellaneous employees.
4. Vacation, Holiday In-Lieu and Personal Holiday Accrual Maximum: In 2021, the City will implement revised vacation, personal holiday, and in-lieu holiday accrual maximums. This will provide greater clarity on the accruals and accommodate the City's LB COAST HR system requirements.
  - a. New employees may utilize accrued vacation hours upon completing 6 months of employment versus the current 12-month wait period.
  - b. In light of the COVID-19 pandemic, the vacation accrual maximum will be temporarily increased to four years through December 31, 2023 and will revert to three years effective January 1, 2024.
5. Bereavement Leave: Replaces current bereavement leave provision with new language clarifying non-eligible employees, adding new eligible family members, and establishing clarifying language regarding annual maximums.
6. Sick Leave Usage: Expands the number of sick leave accruals employees can use for absence from duty for personal medical appointments or to attend to their ill, eligible family member(s) while on a protected leave.

### **COVID-19 Impact**

In recognition of the emerging financial conditions caused by the COVID-19 pandemic, the association has agreed to include a Labor Costing Savings Re-Opener clause in the event the Mayor and City Council officially declare an economic emergency.

Additionally, SEIU will participate in cost savings measures to address these financial impacts. Specifically, the union has agreed to participate in the City's Alternate Furlough Program (13 days) in Fiscal Year 2021 (FY 21), given the public health necessity of maintaining refuse services particularly in light of increased residential waste due to COVID-19. The furloughs are expected to generate \$0.3 million in All Funds (\$0.01 million in the General Fund) in one-time savings.

This matter was reviewed by Principal Deputy City Attorney Gary J. Anderson and Budget Manager Grace H. Yoon on October 21, 2020.

**TIMING CONSIDERATIONS**

City Council action is requested on November 17, 2020, to ensure timely implementation of the MOU provisions.

**FISCAL IMPACT**

The table below shows the breakdown of the cost of the contract by fiscal year, General Fund and All Funds:

**SEIU Contract Cost by Fiscal Year (in \$ millions)**

<b>Fund</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>Total</b>
General Fund	0.00	0.01	0.01	0.01	0.00	0.02
All Funds	0.10	0.20	0.30	0.20	0.04	0.80

The net fiscal impact of the agreement includes the cost of the wage increases and other wage and benefit costs. The FY 21 cost savings related to furloughs or other similar concessions, which are not included in the above net fiscal impact of the agreements, are estimated as follows (the savings only occurs in one year – FY 21):

**Cost Savings in FY 21**

<b>Association</b>	<b>General Fund</b>	<b>All Funds</b>
SEIU	\$0.01 million	\$0.3 million

For FY 21, both the FY 20 and FY 21 structural costs (\$0.01 million in the General Fund Group and \$0.3 million in All Funds) will need to be included in the FY 21 Budget; the FY 21 Budget for the General Fund already includes a placeholder estimate for these potential bargaining results and is factored into the FY 21 Budget balancing. For FY 22 and FY 23, the net cost (as different from any placeholders for those years) will be factored into future projections and any necessary adjustments to balance the budget will take place as part of the proposed budget development process in those years. This recommendation has a moderate staffing impact to implement the payroll changes but is within the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



FRED VERDUGO  
ACTING HUMAN RESOURCES DIRECTOR

ATTACHMENT: RESOLUTION

APPROVED:



THOMAS B. MODICA  
CITY MANAGER

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH APPROVING MEMORANDUM OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SUCH MEMORANDUM

WHEREAS, on the date of adoption of this resolution, the City Council has considered a Memorandum of Understanding (MOU) with the Service Employees International Union, Local 721; and

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

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

Section 1. That Memorandum of Understanding between the City of Long Beach and the Service Employees International Union, Local 721, which is hereby incorporated by reference in this resolution as Attachment "A," is hereby approved.

Section 2. The City Manager is also authorized and directed to cause the preparation of an amendment to the Long Beach Salary Resolution, to add a new pay grade, Refuse Operator IV, with a salary range of 450, and to prepare any additional amendments if necessary and to execute such other documents, as may be needed, to conform such resolution and documents to the provisions of the Memorandum of Understanding and this resolution, and to further cause such conforming amendments to be brought before the City Council and such Boards and Commissions as may be required by law to act upon them, and the City Attorney is requested to cooperate fully

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1 with the City Manager in order to cause the required documents to be prepared as  
2 required by law and brought before the appropriate bodies.

3 Section 4. The City Manager is also authorized to correct any clerical  
4 errors or make necessary technical corrections with City Attorney concurrence  
5 subsequent to City Council approval.

6 Section 5. This resolution shall take effect immediately upon its adoption  
7 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

8  
9 I hereby certify that the foregoing resolution was adopted by the City Council of the  
10 City of Long Beach at its meeting of \_\_\_\_\_, 2020, by the  
11 following vote:

12 Ayes: Councilmembers: \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 Noes: Councilmembers: \_\_\_\_\_

17 \_\_\_\_\_

18 Absent: Councilmembers: \_\_\_\_\_

19 \_\_\_\_\_

20 Recusal(s): Councilmembers: \_\_\_\_\_

21 \_\_\_\_\_

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23  
24 City Clerk

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF LONG BEACH**

**AND**

**Service Employees International Union  
SEIU Local 721**



**OCTOBER 1, 2019 TO SEPTEMBER 30, 2023**

**Approved by City Council on November 17, 2020**

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**ARTICLE ONE**  
**MEMORANDUM OF UNDERSTANDING**

**Section I – Parties to Memorandum of Understanding**

- A. This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Long Beach, a Municipal Corporation (“City”), and the Service Employees International Union Local 721 (“Union” or “SEIU Local 721”) pursuant to Government Code Sections 3500 et seq.
- B. The City’s authorized agent shall be the City Manager or designated Employee Relations Officer (Address: 411 W Ocean Blvd, Long Beach, California 90802; Telephone: (562) 570-5000.
- C. The SEIU Local 721 principal authorized agent shall be the Executive Director or their duly authorized representative (Address: 1545 Wilshire Blvd Suite 100, Los Angeles, California 90017; Telephone: (213) 368-8660.

**Section II – Recognition**

SEIU Local 721 was recognized by the City as the majority representative for the Refuse Basic Bargaining Unit effective March 23, 2019 (ten days following the tally of ballots) pursuant to a Public Employment Relations Board election to select a majority representative for the employees in said unit.

**Section III – Exclusive Recognition**

Management agrees that it shall recognize SEIU Local 721, as the exclusive representative of the employees in this unit.

**Section IV – 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 V – 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 Union or to have the Union represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing themselves individually or appearing on their

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 procedures established by the Department of Human Resources or Civil Service and shall be entitled to pursue California or federal statutory rights.

## **Section VI – Employee Organizational Rights and Responsibilities**

### **A. Dues and Benefit Deductions Program**

1. During the term of this MOU, upon receipt of a Payroll Deduction Request form, the City shall deduct Union dues and supplemental benefit deductions from the pay of employees represented by the Union. The form for this purpose shall be provided by the City and the amounts to be deducted for Union dues and benefit program premiums shall be sent to the City by the designated Union official. For such purposes, the City shall charge the Union for each employee five and one-half cents (\$.055) per deduction for Union dues and five and one-half cents (\$.055) per deduction for all other deductions. The deductions shall be made twice a month.
2. A bi-weekly listing (electronic report) of dues and all other deductions shall be sent in MS Excel format to dues@seiu721.org including the following information: employee name, employee identification number, department code, deduction ID, deduction name, dues amount, and current pay period base salary.
3. The City shall make the dues and other applicable deductions from the employee's paychecks and remit such deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday.
4. The City shall have no obligation to modify the manner in which it currently makes deductions on behalf of the Union.

### **B. Indemnification**

SEIU Local 721 hereby agrees to indemnify and hold the City, its officers and employees, harmless from any loss, damages, claims, demands, suits, or any other causes of action arising from the operation of this provision of the Agreement.

C. Union Employee Representative (Union Officers, Shop Stewards, and SEIU Worksite Organizers)

It is agreed by the parties of the MOU that SEIU Local 721, may select a reasonable number of stewards for this Unit, but in no event less than one (1) Steward for every twenty (20) Bargaining Unit members. SEIU Local 721 shall give to each department head a written list of employees from their department who have been selected as stewards.

A current list of Union employee representatives (Union Officers, Shop Stewards and SEIU Worksite Organizers) and the bargaining unit which they represent, shall be submitted to the Director of Human Resources ("Director"). This list shall be kept current by SEIU, and any changes to the list shall be submitted to the Director within ten (10) working days following such changes.

D. Notification of Job Classification Changes or Creation of New Job Classifications

The City shall notify the Union and provide a copy of any proposed changes in the minimum requirements for existing classifications represented by the Union as far in advance as possible but not less than ten (10) working days prior to consideration by the Civil Service Commission. The City shall notify the Union and any proposed new classification to be represented by the Union as far in advance as possible but 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 the proposed changes in the minimum requirements or new classifications 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. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

E. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing department work rules affecting conditions of employment, the City shall provide the Union reasonable notice as far in advance as possible but not less than ten (10) working days prior to placing the new rules, or changes in such existing rules, into effect and where requested, meet and confer in good faith. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Union, the City, and the employees.

## F. Representational Time-Off

- a. Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Union employee representatives (Union Officers, Shop Stewards, and SEIU Worksite Organizers), and/or employees, as needed, 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.
- b. Each fiscal year, the Union shall receive a bank of three-hundred and fifty (350) hours to be used for general Union business. The Union or President shall provide the Human Resources Director with a monthly accounting of how this time is being used listing name, department, date, and work hours used, rounded off to twelve (12)-minute increments. Unused time, up to one hundred (100) hours per year, shall be carried over to the next fiscal year, but the maximum banked hours shall not exceed four hundred and fifty (450) hours. Employees using Union 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.

## G. Bulletin Boards

Management will furnish reasonable bulletin board space to SEIU Local 721. Bulletin board space will be visible and accessible for all bargaining unit members.

The boards shall be used for the following subjects:

1. SEIU Local 721, recreational, Social and related SEIU Local 721, news bulletins;
2. Scheduled SEIU Local 721, meetings;
3. Information concerning SEIU Local 721, elections or the results thereof;
4. Reports of official business of SEIU Local 721, including SEIU Local 721 newsletters, reports of committees or the Board of Directors; and
5. Any other Union-related written material which first has been approved by the Director of Human Resources (or designee). The designated representative must either approve or disapprove a request for posting within forty-eight (48) hours, excluding Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

Each item to be posted shall have a remove-by-date, except for those items designated by the Union for permanent posting.

No department representative shall arbitrarily remove said posting without consent of the Union (except for dated material).



In any event, no posting shall contain any material defamatory or derogatory about any City employee or elected official, and no campaign information shall be posted except for the internal Union elections. City management shall have the right, upon notice to the Union, to immediately remove such information from circulation or posting.

At the time of distribution, the Union shall provide a copy of the information to the Human Resources Director (or designee).

## H. Work Access and Distribution of Notices

### 1. Definitions

- a. "Working or work locations" are those areas where actual work duties are performed.
- b. "Non-working or non-work locations" are those areas where most employees are free to use the area for non-work activities.
- c. "Working time" or "working hours" refer to periods when employees are performing actual job duties which do not include employees' own time such as before shift starts, break periods, lunch or at after completion of shift.

### 2. Union Access to Work Locations During Working Hours:

- a. Authorized Union representatives, (SEIU Worksite Organizers, Union Officers, Shop Stewards, and Site Representatives), pursuant to Article One Section V-B, shall be given access to work locations during working hours to conduct investigations in connection with Union grievances, and to observe working conditions in connection with Union grievances, so long as it is not unreasonably disruptive of normal working operations.
- b. The Union representative(s) desiring access to a work location during working hours shall state the purpose of their visit and request authorization of the department head or designee(s) within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.
- c. Reasonable notice shall be defined as twenty-four (24) hours in advance, whenever possible. However, it is not unreasonable to give less notice when the situation merits immediate access.
- d. If the request is denied, an alternative to the requested time will be provided. Management may deny access if it feels it will unreasonably interfere with work.
- e. The Union agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof or attempt to access work areas

or facilities that were not authorized. The Union representative must advise management when they has arrived on site.

3. The Union 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 Union. Access to work locations will only be granted to representatives on the list.
4. The City shall give the Union the contact information of the Department Head or designee for purposes of notification.
5. Authorized Union representatives may have access to conference rooms and/or City facilities during non-working hours, subject to availability, with seventy-two (72) hours advance-notice and the approval of the Department Head (or designee) and the Director of Human Resources (or designee) for purposes of conducting union business meetings. Exceptions to the seventy-two (72) hour requirement may be granted by the Director of Human Resources (or designee).
6. The Union agrees that, except as specifically provided by the Employer-Employee Relations Resolution or provisions of this MOU, employees shall not be permitted to engage in Union activity during time in which they are being compensated by the City.
7. The Union will not distribute on City premises or at City work sites information which Union representatives know to be or have reason to believe is false or defamatory. City management shall have the right, upon notice to the Union, to immediately remove such information from circulation or posting. At the time of distribution, the Union shall provide a copy of the information to the Human Resources Director or designee.

I. Representational Information

The City shall provide the Union with the following information, unless an employee notifies the City in writing that they do not want the information released.

A monthly electronic report which shall list the following information for each employee:

Name, phone number, occupation code and title, department/bureau, division, home address, birth date, age, sex, part-time/full-time, bargaining unit code, original date of employment, and hourly rate of pay. The City shall provide the Union, at their request, two additional runs of this listing (hardcopy) and electronic report in any fiscal year.

J. Investigations

An employee required to attend an investigatory interview with the employee's supervisor(s) is entitled to Union representation where the employee has a reasonable basis to believe that they may be disciplined as a result of the meeting. The employee must request Union representation. The right to Union representation does not apply to an investigatory meeting concerning another employee's conduct where the employee questioned at the meeting is a witness to the incident or has possible knowledge of the incident, unless the employee has a reasonable basis to believe that they may be disciplined as a result of the meeting. The right to Union representation does not apply in coaching and mentoring sessions, where the employee is given work performance direction, assistance or guidance from their supervisors. For non-investigatory meetings, the City shall comply with all applicable laws, including the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

## **Section VII –New Employee Orientation and Employee Information**

### **A. Purpose**

Pursuant to Government Code Sections 3555-3559, the City shall allow the Union access to New Employee Orientations (hereinafter, NEOs) and for certain employee information provided to the Union by the City.

### **B. Application**

This shall apply to classifications as outlined in Appendix A for which the Union is the recognized employee organization. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the City.

### **C. Notice and Access**

1. **Written Notice:** The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs. The City will notify the Union of any changes.
2. The City shall provide the Union written notice to the SEIU Worksite Organizer and to [membership@seiu721.org](mailto:membership@seiu721.org) of both Employer-wide and department level new employee orientations, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event, except that a shorter notice may be provided where there is an unforeseeable event critical to the employer's operations that would require less than ten (10) days' notice.

3. Citywide NEOs: The Union conveyed interests to attend Department employee orientations and to be notified of Citywide NEOs. New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled monthly and any Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the bi-annual schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.
4. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.
5. Union Access and Presentation at NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented new employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit.
6. The new employees attending the NEO, including meeting with the Union shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO.
7. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator.
8. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures.
9. The Union NEO Coordinator may request the release of one (1) SEIU represented employee to serve as an SEIU Union representative for the purpose of meeting with

new SEIU represented employees during a scheduled Department NEO. The release is subject to approval and will not be unreasonably withheld with the exception of an impact to a Department's operation demands. The requested release will only be approved for the employee's regularly scheduled work hours.

10. The employee shall be paid one (1) scheduled hour at the base hourly rate to include travel time during regularly scheduled work hours. Employees will not be paid to attend the NEO on their off day off or outside of their regularly scheduled work hours. Employees will not be paid overtime to attend the NEO.
11. All said Union release requests shall be made to the Manager of Labor Relations or designee in no less than five (5) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other Union's presentations.
12. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other Unions, or any other individuals.
13. Audio/Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Department NEO & City NEO.

#### D. Employee Information

1. City Reports to Union: The City shall provide the Union with the information subject to the limitations contained in California Government Code Section 3558, on newly-hired employees to the extent it is made available to the City.

#### E. Hold Harmless

1. The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

### **Section VIII – 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 pursuant to Government Code Section 3500 et seq. 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 consistent with the Civil Service Rules and Regulations.
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 workforce 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.
11. Contracting, Outsourcing or In-Sourcing

The City agrees to comply with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et. seq., before it contracts out work or transfers out work to non-bargaining unit employees where the work is regularly performed by bargaining unit employees. The City also agrees to comply with the provisions of Section 1806 of the Long Beach City Charter.

## 12. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the City of an order to garnish.

## B. Underpayment

City will rectify an underpayment of ten percent (10%) or more of the employee's regular rate of pay (excluding overtime and any additional pays) within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of a written request approved by the Department Head (or appointing authority) to the Central Payroll

Division. The payment will be made by check and must be picked up by the employee or the employee's department representative.

City will rectify an underpayment of less than ten percent (10%) of regular rate of pay, overtime pay or any additional pay in the first full pay period following receipt of a written request approved by the Department Head (or appointing authority) to the Central Payroll Division within the payroll processing deadline.

#### C. Overpayment

City management will meet with employee and establish a reasonable method of repayment when the overpayment is considered unreasonable in one payment by both parties. Any payment schedule outstanding at time of separation of employment will be deducted from employee's final pay or accruals due to the employee at separation.

#### D. Notice

Upon written request of the employee, any underpayment determined to be an error of the City, will be formally documented to the employee as to the error and the reason.

#### E. 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 Union.

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

### **Section IX – Amendments to Personnel Policies and Procedures and Department 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 Union 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 Union as required by law. Employee wages and fringe benefits will not be reduced unless agreed to by the Union.

Each Department shall post on its bulletin board information on the links to the Civil Service and Human Resources Departments of the City where current information on the employee-employer relationship can be obtained through the Internet.

Upon written or electronic request of the Union, any such information not found on, or linked to, the Internet, shall be provided to the Union either electronically or posted on the Internet within ten (10) business days of the request. Any request for an extension to respond shall not be unreasonably denied.

If an employee's regularly assigned essential job duties are significantly impacted by the introduction of new technology, the impacted employee shall receive appropriate training on the new equipment or new technology.

If technological change results in a reduction in force of employees covered by this Agreement, the City will make reasonable efforts to provide retraining and/or alternate job placement within the City for all affected incumbent employees.

### **Section X – Peaceful Performance of City Services**

For the life of the Agreement, the Union, 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 a work action by its members, the Union shall, request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Union shall notify the Director of Human Resources within twenty-four (24) hours after the commencement of work interruptions as to the measures taken to comply with these provisions.

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



**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 B established for such classifications as set forth in Appendix A attached.**

B. General Salary Increase

Wage increase to all bargaining unit members as follows:

1. Effective the first day of the pay period including April 1, 2020 all bargaining unit members shall receive a three percent (3.0 %) General Increase to the base hourly rate.
2. Effective the first day of the pay period September 30, 2021, all bargaining unit members shall receive a two percent (2.0%) General Increase to the base hourly rate.
3. Effective the first day of the pay period that includes September 30, 2022, all bargaining unit members shall receive a two percent (2.0%) General Increase to the base hourly rate.
4. Effective the first day of the pay period that includes April 1, 2023, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.

Effective the first day of the pay period including September 30, 2021, the following classifications shall receive a one percent (1.0%) equity adjustment:

- |                        |                            |
|------------------------|----------------------------|
| 1. Refuse Operator I   | 5. Refuse Operator I - NC  |
| 2. Refuse Operator II  | 6. Refuse Operator II - NC |
| 3. Refuse Operator III |                            |
| 4. Refuse Operator IV  |                            |

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

C. Labor Cost Savings Reopener

Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and SEIU ("the parties") agree that during the period commencing August 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened in accordance with Appendix H on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

#### D. Performance Increases

Step increases will be based on performance as set forth below:

##### 1. Step Advancement

Subject to satisfactory performance, as set forth in Section 2 below, after an employee has served an initial six (6)-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 (6)-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 (6)-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as 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 their successive completion of a one (1)-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, their pay rate thereafter, shall, upon their successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

##### 2. Performance System

As set forth in D.1. above, an employee will advance to the next step of the salary schedule if they receives an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The rating will be based on the most recently completed Employee Performance Appraisal form. Employee appraisals are not arbitrary or capricious. All parties desire consistency in the appraisal process throughout the City. Performance that may result in ratings below "meets job requirements" should be discussed with the employee as needed throughout the rating period and should also be shared with the employee in a timely manner.

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 (6)-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, they shall be advanced to the next successive step. They will receive their next step increase in accordance with the provisions of item D.1. above, i.e., either six (6)-months or one (1) year. In the event the employee does not receive an overall Meets Job Requirements rating, they 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.

#### E. Automatic Grade Advancement

1. Effective January 16, 2021, eligible employees in the Refuse Operator I classification shall automatically advance to the level of Refuse Operator II upon the satisfactory completion of twelve (12) months at Step 7.
2. For the purpose of this procedure, "twelve months" shall be defined as 2088 scheduled hours.
3. An employee for whom an "unsatisfactory" or "needs improvement" performance evaluation has been filed or whom has an unexcused absence or received discipline within past twelve (12) months may be denied the grade advancement upon completing the required twelve months at Step 7.
4. Employees not eligible for the automatic grade advancement after completion of the twelve months at Refuse Operator I Step 7, shall be reevaluated for grade advancement to Refuse Operator II after the completion of an additional 6-month period.
5. The City retains the right to promote an employee to a higher-grade level prior to the completion of hours outlined in this provision.

#### F. Appeal Process

If an employee does not receive a step increase because of their performance rating, they may appeal the rating as follows:

1. A complaint shall be presented in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs or refuses to sign the Employee Appraisal form, which acknowledges that

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

2. If the employee is dissatisfied with the results of the supervisor's written response, they may appeal the matter to the Department Head or designee, ten (10) working days from the 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.
3. If the employee is dissatisfied with the response from the Department Head or designee, the employee may appeal by written request to the Director of Human Resources within ten (10) working days from the date of decision by the Department Head.
4. If the matter is submitted to the Director of Human Resources or designee, within twenty (20) working days after the receipt of the written request from the employee, the Director of Human Resources shall review and may conduct investigations and hearings on the matter. Employees called as witnesses will be released from duty as needed.
5. 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.
6. In all the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.
7. The timelines set forth in Section 1.E.3 may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

## **Section II – Overtime**

### **A. Work Week and Increments of Time Reporting**

Bargaining Unit members work a seven-day FLSA workweek (168 recurring hours). Hours worked shall be accounted for in increments of six (6) minutes. Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

### **B. FLSA Overtime**

FLSA Overtime for all work performed in excess of forty (40) hours per week, will be paid at the regular hourly rate at one and one-half times.

### C. MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this section by crediting sick leave, personal or in lieu holiday leave, etc. as hours worked. Hours charged to vacation leave shall be excluded and not be considered when determining premium pay under the provision of this MOU. MOU Overtime (in excess of 40 hours per week, excluding vacation) will be paid at time and one-half the regular hourly rate or accrued as Compensatory Time Off.

### D. Compensatory Time Off (CTO)

1. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of ninety (90) hours.
2. Banked overtime credits shall not exceed ninety (90) expanded hours for any employee at any one time.

(60 straight time hours x 1 ½ = 90 )

3. Employees will be paid for all accrued CTO annually with the final pay period of each fiscal year or in the pay period immediately preceding a general salary increase. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee at the rate of pay prior to promotion.
4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
5. Department Heads or designees retain the sole discretion in granting the request to accrue CTO or paying it has overtime worked.
6. 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.

### **Section III – Seniority for Overtime Scheduling**

For purposes of working scheduled overtime (e.g. Saturdays, etc.) the Supervisor will recruit the necessary crews on a voluntary basis. Failure to obtain the necessary volunteers will result in the Supervisor assigning overtime starting with the employee with the least seniority.

### **Section IV – Skill and Special Assignment Pay**

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

### **Section V – Night Shift Differential**

Night shift differential shall be compensated at one dollar and sixty cents (\$1.60) 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 fifty percent (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. For employees who work a twelve (12)-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 VI – Higher Classification Pay**

Employees who are required to perform the full range of duties in a vacant higher classification or grade level position, up to and including division manager, shall be paid an additional one dollar and sixty cents (\$1.60) per hour providing the following conditions are met:

- A. 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.

- B. 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.
- C. The employee receiving higher classification pay will be required to record the title of the vacant higher classification or grade, and in the case of a temporary vacancy, the name of the employee who holds the higher classification position, and the reason for the temporary higher classification assignment. This documentation of the higher classification assignment information on the employee's time card is required for auditing purposes.
- D. The temporary appointment to the higher classification must be approved by the Department Head or his or her designee, in writing.

### **Section VII – Refuse Incentive Pay**

Effective the first day of the pay period that includes April 1, 2021, the City will increase RX Incentive Pay for attaining markers in accordance with the RX program guidelines to eighty dollars (\$80.00) for an eight (8) hour shift and one hundred dollars (\$100.00) for a ten (10) hour shift. See **RX program guidelines** in Appendix K.

#### A. Refuse Incentive Pay Reopener

During the term of this agreement, the parties agree to re-open the MOU, at the City's option to discuss changes or the discontinuation of this program relating to required changes to trash collection materials. Any changes to the MOU as a result of this reopener will be based on mutual agreement.

### **Section VIII – Mileage Reimbursement**

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds five hundred (500) miles per month.

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. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, will be authorized to use his or her personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives three hundred (300) or more miles in any calendar month in the performance of his or her duties shall be reimbursed at the current IRS mileage rate plus an additional ten cents (\$0.10) per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over three hundred (300) miles per month, reimbursement of the additional ten cents (\$0.10) per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate.

Employees will not receive additional compensation for those miles already paid at the higher rate.

- C. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- D. With the approval of the City Manager or other appointing authority, 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.
- E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

### **Section IX – Call Back**

- A. An employee may be eligible for call-back pay when all the following conditions are met:
  - 2. The employee is unexpectedly ordered to return to work because of unanticipated work requirements and does, in fact, return to work.
  - 3. The order to return to work is given following termination of the employee's normal shift and their departure from their work location.
  - 4. Such return to work occurs within more than two (2) hours prior to the established starting time of the employee's next shift.
- B. Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:
  - 1. Three (3) hours at the rate of time and one-half (1½); or
  - 2. Each hour or fraction thereof worked from the time of the call-back to the time the employee leaves home to the time employee returns home at the rate of time and one-half (1½).
- C. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before the employee leaves home shall receive thirty (30) minutes of pay at the employee's regular rate of pay.
- D. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to take action to resolve an after-hours situation



via phone or other electronic means without reporting to duty, shall receive fifteen (15) minutes' minimum at time and one-half (1½) the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours

### **Section X – In-Lieu Compensation**

In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance), shall, for every one hundred and seventy-four (174.0) hours worked by such permanent part-time employee, be paid four hundred and forty dollars (\$440), unless the employee chooses to enroll in one of the City's health plans.

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 XI – Bilingual Pay**

The City agrees that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications.

Employees are eligible to receive bilingual skill pay if both of the following conditions are met:

- A. The employee has certified oral and/or written bilingual capacity in English and an additional eligible language. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager, or other appointing authority; and
- B. The employee is assigned to a position that has been determined by a Department Head to benefit from bilingual ability, and to have frequent or significant interactions with the public for the majority of the employee's regular, daily course of duty. Bilingual skill pay will be provided for employees who have skills in American Sign Language when their interaction with the public is in person, face-to-face.

Employees who meet all the criteria shall be paid an additional seventy cents (\$0.70) per hour. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager or other appointing authority and the Department Head on an as-needed basis. When an employee is not regularly assigned to use bilingual skills and uses on an as-needed basis the employee shall be compensated at a per diem rate. The per diem rate shall be the hourly rate of the bilingual pay, seventy cents (\$0.70), times the number of hours an employee

works in a day. The per diem shall only be paid for each work day the employee actually uses their bilingual skills to interact with the public.

**ARTICLE THREE**  
**PAID TIME OFF BENEFITS**

**Section I – Vacation**

A. Vacation Allowance

<u>Service Completed</u>	<u>Equivalent Vacation Days Earned Per Year</u>
Upon hire through 4 years, 5 months (Upon hire 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. Vacation Accrual Max

Subject to approval by City Council, the vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the attached letter of agreement (see Appendix E) The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021.

C. Vacation Split Option

Employees of the Refuse Unit shall have the option of either taking all of their vacation at one time, or splitting their vacation once during the calendar year, unless otherwise approved by the division superintendent.

## **Section II - Seniority for Vacation**

For purposes of vacation scheduling, subject to required staffing levels, seniority shall apply. The employee with the greatest amount of seniority by grade level in the bargaining unit shall be entitled to select their vacation schedule first, with the employee possessing the least seniority selecting their vacation schedule last.

## **Section III – Sick Leave**

### **A. Sick Leave Credits**

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. Accrual for sick leave credit will be prorated for employees who work less than full-time in a permanent part-time position.

Employees who are ineligible to earn sick leave (i.e. non-career employees), will be credited one (1) hour of sick leave for every thirty (30) hours worked after ninety (90) days of employment, up to a maximum accrual of forty-eight (48) hours. A maximum amount of twenty-four (24) hours can be used by the employee for diagnosis, care or treatment of a health condition, or for an employee who is the victim of domestic violence, sexual assault or stalking. Up to twelve (12) hours of the twenty-hour (24)-hour maximum can be used to cover absences taken to care for family illness.

### **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, they 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 their ill or injured child, parent, spouse, same-sex domestic partner, parent-in-law or siblings.

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

Whenever a permanent employee has requested an extended leave of absence [more than thirty (30) days], the employee has the option to retain up to eighty-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.

Effective January 2021, upon implementation of Paid Parental Leave program, the Preservation of Sick Leave (Vacation) During Extended Leave provision shall be eliminated.

### **D. Effective January 1, 2021, the City will expand the usage of sick leave accruals as follows:**

In conjunction with a protected and/or extended medical leave of absence (i.e. FMLA, PDL, CFRA, etc.) in addition to the usage of sick leave accruals, when an employee is personally ill or disabled, the employee shall be entitled to use any available earned sick leave accruals for an absence from duty for personal medical appointments or to attend to their ill, eligible family member.

Catastrophic Leave donations for eligible employees will only be allowed in circumstances where an employee has exhausted all available leave accruals, and are no longer receiving STD or LTD benefits, if applicable, whether the donations are requested to cover a personal or family-related illness.

#### E. 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:

3. The spouse remarries.
2. A dependent child reaches age twenty- six (26), unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s).
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 or Medicare Advantage plan underwritten by the City's health insurance carrier(s).
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

#### F. 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 Eight of this MOU.

#### **Section IV – Bereavement Leave**

- A. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for his or her absence, 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 immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
- D. Bereavement leave must be taken within 60 days of immediate family member death.
- E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
- F. In addition to approved paid bereavement leave, eligible members under Section A above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
- G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

## **Section V – Holidays**

A. The following are City observed Holidays:

- 1) New Year's Day – January 1<sup>st</sup>
- 2) Martin Luther King Jr. Day – 3<sup>rd</sup> Monday in January
- 3) Washington's Birthday – 3<sup>rd</sup> Monday in February
- 4) Memorial Day – Last Monday in May
- 5) Independence Day – July 4<sup>th</sup>
- 6) Labor Day – 1<sup>st</sup> Monday in September
- 7) Thanksgiving – 4<sup>th</sup> Thursday in November
- 8) Day after Thanksgiving – Friday after Thanksgiving
- 9) Christmas Day – December 25<sup>th</sup>
- 10) New Holiday - Election Day (First Tuesday after November 1st) - **Effective January 2021**
- 11) Personal Holiday Leave (32 hours)

B. Effective the first full pay period of calendar year 2021, the City shall provide one additional City observed Holiday, Election Day (first Tuesday after November 1<sup>st</sup>) to eligible permanent full-time and permanent part-time employees.

C. 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 Union 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.

D. 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). A personal holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix F.

E. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 2.0 hours for every 174 hours of regular paid hours.

F. 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, they shall owe the City two days' pay for the two personal holidays taken but not earned. Employees on in-lieu schedules will continue to receive 9 holidays per year and 4 personal days for a combined total of 13 days (104 hours). Effective January 1, 2021, this shall increase to

14 days (112 hours). Holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off. Further, a holiday-in lieu accrual maximum shall be established effective calendar year 2021, in accordance with Appendix G.

- G. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.
- H. Employees on alternate work schedules (e.g. 9/80 or 4/10) may be required to apply additional eligible leave from their leave accruals for each holiday that falls on a work day exceeding 8 hours.
- I. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.
- J. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

### **Section VI – 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 two (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 VII – 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 thirty (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 two dollars (\$2.00) per hour for each full hour of standby duty.

**Section VIII – Paid Parental Leave**

Subject to approval by City Council, the City of Long Beach proposes to implement a paid parental leave policy effective the first full pay period of calendar year 2021, in accordance with Appendix D.

## ARTICLE FOUR

### BENEFITS

#### Section I – Health, Dental and Life Insurance

- A. The City shall contribute up to the maximum amounts indicated below for employees in permanent full-time positions (or permanent part-time positions) enrolled in health, dental and life insurance benefits,

Effective January 1, 2020 - \$1713.84 per month.

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 annual rate schedule and will include any increases incurred up to the date of the change.

- B. Effective every January 1<sup>st</sup> during the term of this 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:

1. Employees with the single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional twenty-five dollars (\$25) whichever is less, over the rates in effect in the prior year for the plan options selected.
2. Employees with the family plan health coverage shall pay thirty percent (30%) of the increase or thirty dollars (\$30), whichever is less, over the rates then in effect in the prior year for the plan options selected.
3. If the employee's portion is in the excess of their cap twenty-five dollars (\$25) for single or two-party coverage, or thirty dollars (\$30) for family, the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted, or the increase equals the cap, whichever is less.
4. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

## **Section II – Benefits Eligibility Date**

- A. Employees will become eligible and may enroll into eligible benefits plans effective the first (1<sup>st</sup>) of the month following their hire date and submittal of enrollment documents.
- B. Benefit enrollment forms must be received by the Department of Human Resources Benefits Division by the end of the month of the employee's hire date for benefits to become effective 1<sup>st</sup> of the following month.
- C. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1<sup>st</sup> of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.

Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks.

## **Section III – City Health Insurance Advisory Committee (HIAC)**

- A. The parties agree to work through the HIAC to mitigate employee benefit program cost increases. The Union shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health plans.

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 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August of each year. The City Manager will consider these recommendations prior to making their 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 Union of his recommendations in writing at least seven (7) calendar days before they submits them to the City Council for approval.

## **Section IV – Voluntary Life Insurance Option**

In addition to the employer-paid life insurance currently provided to all full-time City employees, the City will provide employees covered by this MOU the ability to purchase increased term life insurance coverage at their own expense based on conditions established by the insurance carrier.

## **Section V – On-the-Job Death Benefit**

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, dental insurance and vision insurance benefits as follows:

- A. For the surviving spouse until their marriage, death, or Medicare eligibility, whatever occurs first.
- B. For the surviving children until age twenty-six (26).

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

## **Section VI – Long-Term (LTD) and Short-Term (STD) Disability Insurance**

### A. Short-Term Disability

Effective January 1, 2021, the City shall provide a Short-Term Disability (STD) Plan to employees in the unit that provides disability payments to employees in accordance with Appendix J.

### B. Long-Term Disability

Effective January 1, 2021, the City shall provide a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to employees in accordance with Appendix J.

**ARTICLE FIVE**  
**RETIREMENT AND WORKERS' COMPENSATION**

**Section I – Retirement**

**A. Continuation of CalPERS Retirement Benefits**

For employees in the bargaining unit employed in the classifications set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006 but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a classic CalPERS member), in accordance with the Public Employee's Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

**B. Public Employees' Pension Reform Act (PEPRA)**

Employees hired on or after January 1, 2013 who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.20.

**Section II – Workers' Compensation**

A. Any bargaining unit employee 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, banked 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 ninety (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

### SAFETY

#### **Section I – Quarterly Safety Committee**

The Risk Manager, City Safety Officer, and Department Representative will meet quarterly with one (1) Union representative and three (3) employee representatives on employee safety issues. An agenda for the meeting, including all items to be addressed, will be submitted by the Union in writing one month in advance of the meeting. Meetings will be scheduled at mutually agreeable times and locations.

#### **Section II – Department Safety Meetings**

The City shall hold scheduled safety and training meetings for all Refuse Unit employees. Said meetings shall include such topics as: Vehicle Code, OSHA regulations, proper use of safety equipment, and City health regulations.

#### **Section III – Safety Training**

Employees will be provided safety training pursuant to statutory regulations appropriate to the requirements of the job. Requisite training will be identified by departments and the City Safety Officer.

#### **Section IV – Safety Protocol (TA)**

- A. Safety clothing and devices currently provided by the City shall continue to be provided, as long as the need exists; the Union will encourage all employees in the Unit to utilize said safety clothing and devices to the fullest extent possible.
- B. The City will make every reasonable effort to provide safe working conditions. The Union will encourage all employees in the unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to the employee's immediate supervisor. The supervisor must:
  1. Correct and eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
  2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.

- C. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the employee shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Officer about the problem.
- D. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or the employee's representative may call the City Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

### **Section V – Safety Equipment**

All employees exposed to hazards which could lead to injury will be provided with appropriate personal protective equipment as required by law. Equipment will include steel-toed boots, safety glasses with side shields, required face coverings, and aprons. Refuse Division management and the City Safety Officer will determine which employees are actually exposed to hazards requiring use of the equipment. Input will be sought from members of the Labor Management Committee on the selection of equipment. However, management reserves the right to set equipment standards and make the final decisions on selection and purchase. Use of this equipment will be mandatory. In no event will an employee who is on disability leave receive safety equipment under this program.

### **Section VI– First Aid Kits**

There shall be complete first aid kits in all City vehicles operated by bargaining unit members while performing their job duties. The employee assigned to the vehicle is responsible for informing management regarding the necessary replenishment of first aid items. In addition to first aid kits, all City vehicles operated by bargaining unit members shall also include eye wash kits.

### **Section VII – 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, a Union representative shall be permitted to attend.

### **Section VIII – Truck Spraying**

Refuse packers shall be sprayed for insects, rodents, maggots, etc., on a quarterly basis.



### **Section IX – Air Seats, Rear and Side Lights**

Air seats, rear, and side lights shall be provided on all Refuse packers.

### **Section XI – Boot Allowance**

The current boot allowance of up to \$250.00 per year for required footwear shall include orthotics and footwear accessories provided the total shall not exceed a maximum of \$250.00 per year. If the required footwear becomes unserviceable before the one-year period expires, they shall be replaced at the department's discretion.

### **Section XII – PPE**

Management shall provide all necessary PPE for the job, including, without limitation the following:

- A. One pair of gloves per work week (or additional pairs as needed);
- B. One facial covering as required (to be replaced as needed);

The Joint Labor Management Committee shall discuss and make recommendations regarding the PPE to be provided.

### **Section XIII – Labor Management Committee (Personal Lavatory Devices)**

The parties agree to convene a Labor Management Committee ("LMC") to discuss the use of personal lavatory devices for the Refuse Basic Unit. The parties agree to convene the LMC no later than sixty (60) days following January 1, 2021. Each party shall be allowed up to three representatives in the LMC. The use and selection of personal lavatory devices is subject to approval by the department director.

## ARTICLE SEVEN

### OTHER BENEFITS AND EMPLOYMENT CONDITIONS

#### Section I – Employee Parking

- A. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis.
- 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 Union regarding the impact of any required changes.

#### Section II – Rest Periods

- A. Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a work day, which insofar as practicable shall be in the middle of each work period. Rest periods may not be combined with lunch periods; nor may they be moved to the beginning or ending of the work day. Rest periods may be scheduled by the department and time taken shall be counted as time worked.

Management reserves the right to suspend the rest period terms and provisions of this Agreement only in an emergency. However, such a suspension shall not extend beyond forty-eight (48) hours and shall be limited to those provisions for an adequate response to the emergency. "Emergency" is defined where the City declares an emergency in response to an unforeseen circumstance or event, natural calamity, civil disorder or community need. Should the emergency extend beyond forty-eight hours, the City shall notify the Union of those provisions that may be suspended for the necessary and adequate response and the estimated duration of the suspension.

- B. Lunch Periods: Unless otherwise determined by the department, each workday of five hours or more shall include a lunch period of not less than thirty (30) minutes to be taken approximately midpoint during the workday, as practicable. The lunch period may be scheduled by the department. The lunch period shall not be considered hours of work except at work sites where the employee continues to work during the lunch period.
- C. The minimum free from duty period between shifts for Union represented employees shall be no less than eight (8) hours, except where a longer rest period is mandated by law. Employees on standby, call back or on voluntary overtime are excluded from this provision.
- D. Management reserves the right to suspend the lunch period terms and provisions of this Agreement only in an emergency. However, such a suspension shall not extend beyond forty-eight (48) hours and shall be limited to those provisions for an adequate response

to the emergency. "Emergency" is defined where the City declares an emergency in response to an unforeseen circumstance or event, natural calamity, civil disorder or community need. Should the emergency extend beyond forty-eight hours, the City shall notify the Union of those provisions that may be suspended for the necessary and adequate response and the estimated duration of the suspension.

### **Section III – Personnel Files**

An employee or their Union representative (Union Officers or Shop Stewards) with written consent of the employee, shall be entitled to review all of their 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 their work performance or conduct, if such statement is to be placed in the employee's file. An employee may submit a written rebuttal, which contest the written statements made about the employee. The written rebuttal shall be placed in the employee's personnel file. Rebuttals must be submitted within twenty (20) working days of the employee receipt of the document challenged. Written reprimands are not subject to the Grievance Procedure.

At the employee's written request, written reprimands may be sealed if no further disciplinary action directly relating to the original written reprimand has been taken against the employee within two (2) years following the issuance of the memoranda. Disciplinary actions, including written reprimands, that involve violations of the City's harassment, discrimination, retaliation, violence or theft in the work place policies shall not be sealed under any circumstances.

Any item that is sealed shall be removed from access from personnel except the Department Head or designee. If the employee believes this section is being misinterpreted or misapplied, or if there is material in the personnel file that should be removed or sealed, the employee may file a grievance pursuant to Article \_\_. However, the grievance resolution shall be final and binding at the Department of Human Resources level unless there is some other alleged violation of the MOU within the grievance.

Written reprimands shall be served on an affected employee within a reasonable period of time and not later than ninety (90) days after the manager discovers the incident(s) which supports the written reprimand. Any day the employee is off work due to sick, vacation, holiday, bereavement or CTO leave shall be excluded from the ninety (90) day limit. Notwithstanding the foregoing, the City may extend the ninety (90) day period in cases requiring significant investigation. If an employee believes the reprimand was not served in a reasonable time, they can only appeal the timeliness of the service to the Director of Human Resources or designee. The decision of the Director of Human Resources or designee is final and not subject to arbitration.

#### **Section IV – Selection Criteria for Graded Positions**

It is understood that there exists distinguishing characteristics between graded levels within classifications. It is also recognized that selection criteria utilized for the selection of individuals to these graded levels may vary throughout the City. In order to promote equal opportunity for advancement, the City and the Union agree to work together in an attempt to resolve any concerns regarding the selection process on an on-going basis, and to seek dissemination of notices of such vacancies, when appropriate.

#### **Section V – 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.

Non-career and Seasonal employee(s) who are scheduled to work, and report for their scheduled assignment, will receive a minimum of two (2) hours of pay if said employee(s) is not needed to work for that day. The City has the right to have the employee stay and work for the minimum hours of compensation under this Section.

#### **Section VI – Labor/Management Meetings**

##### A. Purpose

In order to achieve and maintain a mutually beneficial relationship through continuing communications, the City and the Union do hereby establish a Joint Labor/Management Committee. The purpose of the Committee is to discuss, communicate, explore, study and resolve concerns referred to it by the parties of this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those concerns that have been discussed, explored and studied, and make recommendations for implementation.

In order to have an open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the MOU, nor to settle any grievance being processed under a different article of the MOU. When mutually agreed upon, the Committee's discussions will not be publicized.

##### B. Committee Participants

Union: The SEIU Worksite Organizer, or their designee and/or a maximum of five (5) employee representatives of the Union

City: Department Level Management (i.e. Administrative Officer) and/or a maximum of five (5) designated management representatives, who are not represented by the Union.

The Labor Relations Manager or designee shall attend these meetings upon request by either party.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desirable. The five (5) Union representatives and the five (5) designated management representatives may be rotated every twelve (12) months.

Each party is permitted to have present an expert or experts (a reasonable number) in order to facilitate the resolution of problems.

### C. Conduct of Meetings

Meetings shall be held as needed, but not more frequently than once a month. Additionally, the meetings shall be no more than ninety (90) minutes in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

A list of discussion topics shall be submitted to both parties forty-eight (48) hours prior to the meetings. Topics not disclosed in advance of the meeting shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The combined list of discussion topics shall be prepared by the Administrative Officer and shall include a brief description of each item to be discussed. Designation of the first topic discussed at each meeting will be alternated between the parties every month. Discussion of additional agenda topics will be alternated until the allotted time has been exhausted or there are no additional items to discuss.

### D. General Guidelines

1. It is not the intent of LMC Committees to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
2. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.
3. Topics that could lead to grievances may be discussed.
4. Employee input regarding the selection and purchase of new vehicles, equipment, and/or uniform items shall be sought from members of the Joint Labor-Management Committee.
5. Each topic shall be fully discussed before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

6. The parties, by mutual agreement, may make recommendations on topics that have been discussed.
7. The City shall provide a suggestion box for employees input for the effective operations of the Long Beach Clean Team and Refuse Division. Suggestions are to be reviewed by the Joint Labor-Management Committee, if applicable.
8. Each party shall be responsible for maintaining their own records of these meetings.
9. Employees attending LMC will be released from regularly scheduled work shift to participate as long as there is not an impact to business operations. Employees will not be compensated for attendance outside of regularly scheduled shift or on off day.

**Section VII – Education Assistance**

Permanent full-time or permanent part-time employees who are enrolled in an accredited job and/or career-related college or university study program during off-duty hours are eligible to receive tuition reimbursement in accordance with the following schedule:

Semester/Quarter Payment Schedule

1.0 through 5.9 semester units	\$375.00
1.0 through 7.9 quarter units	\$375.00
6.0 or more semester units	\$400.00
8.0 or more quarter units	\$400.00
Community College	\$120.00
Total maximum per fiscal year	\$800.00

Requests for Education Assistance will be considered in order of the date received and reimbursement will be made until the funds budgeted for Education Assistance are no longer available.

**Section VIII –Termination of Unclassified (including Non-Career) Employment**

When an unclassified, as-needed, temporary or seasonal, employee is terminated, the employee will be provided an opportunity to meet with a management employee, and an Union Representative upon the employee’s request, to discuss the reason for the termination unless the termination is due to the end of an as-needed, temporary or seasonal assignment, a reduction in hours, or the elimination of the position.

**Section IX – Work Schedules/Hours of Work**

A. Work Schedule Alternatives

Bargaining Unit members work a seven day FLSA work week (168 recurring hours).

1. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days per work week with a one-hour lunch during each work shift, totaling a forty (40) hours work week. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority, if it is determined to be operationally advantageous. Employees working the 5/40 shall have a FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on Friday

2. 9/80 Work Schedule

The 9/80 work schedule shall be defined as working eight (8) nine (9) hour days and one (1) eight (8) hour day in a two (2)-week pay period, plus a one (1)-hour lunch during each work shift, totaling forty hours in each FLSA work week. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority if it is determined to be operationally advantageous. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority. Employees working the 9/80 shall have a FLSA work week designated as beginning exactly four (4) hours after the start time of the employee's eight-hour shift on the day that corresponds with the employee's alternating regular day off (eight (8)-hour day).

3. 4/10 Work Schedule

The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week plus a one-hour lunch during each work shift, totaling a forty (40) hour work week. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA and other applicable laws. A shorter lunch hour can be approved by the City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority. Employees working the 4/10 shall have a FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on Friday

4. Other Work Schedules

Other work schedule alternatives may be approved by the City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce

service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

5. Work Schedule Approvals

Alternative Work Schedules (work schedules other than the traditional 5/40 work schedule) must be approved by the City Manager or the appropriate appointing authority. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10 or other schedule) with seven (7) calendar days' notice.

6. Alternative Work Schedules and Premium Pay

Back-up assignments associated with an alternative work schedule are not justification for higher-class pay unless otherwise specified in this agreement or other personnel policy.

An alternative work schedule should not increase requirements for over-time pay.

- B. Hours of work are considered reasonably permanent but may be changed by the department to accommodate providing service to the community. A change in regular work hours that will impact an employee for more than one work week requires a minimum of ten (10) days' notice. The impacts of the change to regular hours of work are subject to the meet and confer process and upon request, the City will meet with the Union during the ten (10)-day period. The City may implement the schedule change, should the impact negotiations continue past the ten-day notice timeframe.



## ARTICLE EIGHT

### GRIEVANCE PROCEDURE

#### Section I – Definition

- A. A grievance is a complaint by the Union 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 Union.
- 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. The loss of skill pay, due to a change of assignment, work or duties.
- C. If an employee alleges that their rights protected by Title VII of the Civil Rights Act or the California Fair Employment and Housing Act are being violated, an employee may pursue alleged discrimination or harassment claims through procedures established by the Department of Human Resources and shall be entitled to pursue California or federal statutory rights and administrative procedures through 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 MOU, 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 Union representative (Union Officers, Shop Stewards, and SEIU Worksite Representatives). Grievances may also be presented by a group of employees or by the Union.

#### Section III – Grievance Forms

Grievance forms can be obtained from the City or the Union. 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 person(s) 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 their 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 or parties who request the witnesses.

#### **Section VI – Number of Witnesses at Arbitration**

Calling of witnesses by either party shall be done with 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), Union staff, or Union representative (Union Officers, Shop Stewards, and SEIU Worksite Organizer) and the designated management representative.

### **Section VIII – Informal Procedure**

- A. Within ten (10) working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with their immediate supervisor, unless the supervisor is the subject of the grievance. The Union's presence may be requested by either party. Employees shall be encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.
- B. 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 Union has the right to be present 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 Union's knowledge and input.

#### **Step One – First Level Division/Bureau Head**

- A. Within ten (10) working days of the occurrence or knowledge of the matter which causes the grievance, or within ten (10) working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Union, 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. A meeting shall be held by the Division/Bureau head. A meeting shall be held by the Division/Bureau Head.
- B. Within ten (10) working days, the Division/Bureau head shall schedule a meeting and shall give their decision, in writing 10 days after the meeting is held to the grievant(s) and to the Union representative, if one was present at the meeting.

#### Step Two – Department Head/Designee

- A. Within ten (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.
- B. Within ten (10) working days after the meeting, the Department Head shall give their decision, in writing, to the grievant(s) and to the Union representative, if one was present at the meeting.

#### Step Three – Human Resources Department Head/Designee

- A. Within ten (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.
- B. Within ten (10) working days after the meeting, the Director of Human Resources or designee shall give their decision in writing, to the grievant(s) and to the Union representative, if one was present at the meeting.

#### Step Four – City Manager

- A. Within ten (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.
- B. Within ten (10) working days after the meeting, the City Manager shall give their decision, in writing, to the grievant(s) and to the Union representative, if one was present at the meeting.

#### Step Five – Arbitration

If the City Manager does not satisfactorily dispose of the complaint, only the Union may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Union representative to determine what issue(s) the Union desires to submit to arbitration. If agreement is reached as to the specific issue(s), the so agreed issue 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 them in writing by the City and the Union 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 transmitted 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 MOU.
10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with federal or California 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 MOU.
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 Union, 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 NINE

### 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 Union have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Union 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 Union 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 Union.

The management representatives and the representatives of the Union have reached an understanding which was ratified by the Union 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 Union 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 Memorandum of Understanding shall commence upon adoption by the City Council, or on October 1, 2019, whichever occurs earlier.

This Memorandum of Understanding shall remain in effect through September 30, 2023. All provisions in this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, during the period of April 15, 2023 to May 15, 2023, its written request to commence negotiations for such successor Memorandum of Understanding. Negotiations shall begin no later than thirty (30) days from the 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 \_\_\_\_\_, 2020.

THE SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 721:

CITY OF LONG BEACH:

\_\_\_\_\_  
Elmo Bradford  
Refuse Basic Unit, SEIU Local 721

\_\_\_\_\_  
Thomas B. Modica  
City Manager

\_\_\_\_\_  
Gary Flynn Refuse Basic Unit SEIU Local 721

\_\_\_\_\_  
Alejandrina Basquez  
Director of Human Resources

\_\_\_\_\_  
Kenneth Blackston  
Refuse Basic Unit, SEIU Local 721

\_\_\_\_\_  
Irma Rodriguez Moisa  
Chief Negotiator, AALRR

\_\_\_\_\_  
Kenneth Williams  
Refuse Basic Unit, SEIU Local 721

\_\_\_\_\_  
Dana Anderson  
Labor Relations Manager

\_\_\_\_\_  
Saul Williams  
Refuse Basic Unit, SEIU Local 721

\_\_\_\_\_  
Elizabeth Calixtro  
Labor Relations Officer

AGREED TO FORM

\_\_\_\_\_  
Gary Anderson  
Principal Deputy City Attorney

\_\_\_\_\_  
James Fagen  
Chief Negotiator, SEIU Local 721

\_\_\_\_\_  
Christian Cambridge  
Administrative Analyst IV



**APPENDIX A**

**LISTING OF CLASSIFICATIONS**

REFUSE – BASIC BARGAINING UNIT (EFFECTIVE OCTOBER 1, 2019)

<b>TITLE</b>	<b>SALARY RANGE</b>
REFUSE OPERATOR I-NC	380
REFUSE OPERATOR I	380
REFUSE OPERATOR II-NC	410
REFUSE OPERATOR II	410
REFUSE OPERATOR III	440

NEW REFUSE OPERATOR IV POSITION (NEW)

Effective the first day of the pay period including January 16, 2021, the City shall establish a Refuse Operator IV position at range 450.

REFUSE – BASIC BARGAINING UNIT (EFFECTIVE JANUARY 16, 2021)

<b>TITLE</b>	<b>SALARY RANGE</b>
REFUSE OPERATOR I-NC	380
REFUSE OPERATOR I	380
REFUSE OPERATOR II-NC	410
REFUSE OPERATOR II	410
REFUSE OPERATOR III	440
REFUSE OPERATOR IV	450

## **APPENDIX B**

### **PAY RATE SCHEDULE**

Rates not yet available, they will be added upon verification of increased amounts.

## APPENDIX C

### SKILL PAYS

Skill pays by classification may be found in the City of Long Beach Salary Resolution.

CODE	SKILL PAY DESCRIPTION	RATE	CLASSIFICATION
PER DIEM	WHEN PERFORMING AS A TRAINER FOR A NEW OPERATOR	\$8.00	REFUSE OPERATOR I-IV
860	FRONT LOADER – SINGLE DRIVER	\$1.50	REFUSE OPERATOR I-IV

## APPENDIX D

### PAID PARENTAL LEAVE

Effective the first full pay period of calendar year 2021, the City will provide the following Paid Parental Leave benefit policy:

The proposed policy institutes a new program offered by the City which provides 30 consecutive calendar days of Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

The leave must be taken in full day increments, and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave accruals.

#### **Purpose/Objective**

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive calendar days in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

#### **Eligibility**

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six (6) months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

### **Amount, Time Frame and Duration**

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two consecutive weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The 30 consecutive calendar days of Paid Parental Leave will begin on the first day of Paid Parental Leave used, and in no event, shall exceed 30 calendar days within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (i.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than 30 consecutive calendar days of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

### **Coordination with Other Policies**

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's 30 consecutive calendar days of Paid Parental Leave.

### **Requests for Paid Parental Leave**

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resources Department forms and provide all documentation as required by the Human Resources Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program's impact on operations. The parties will agree to meet and confer modifications to the program to address unforeseen fiscal and/or operational impacts.

### **Applicable MOU Provision(s)**

Upon implementation of Paid Parental Leave program, the parties agree to eliminate Article III, Section Preservation of Sick Leave (Vacation) During Extended Leave which states:

- *Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-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.*

This Article III, Section C, will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

## APPENDIX E

### VACATION ACCRUAL MAXIMUM

The vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021. The City will implement a three (3) year vacation accrual maximum based on years of service completed. As a result of COVID-19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire December 31, 2023. The vacation cap will revert to three (3) year maximum effective January 1, 2024. See the following chart for illustration purposes:

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Current Vacation Maximum Accrual*	NEW Vacation Maximum Accrual*
Upon hire through 4 years, 5 months	3.70	96.2	288.6	384.8
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	480.5
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	512.7
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	545.0
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	576.2
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	608.4
19 years, 6 months or more	6.16	160.2	480.5	640.6

*\*NEW 4-Year Vacation Maximum – 1/1/2021 – 12/31/2023)*

- A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum, at which time employees shall immediately begin to accrue vacation hours until such time, if ever, that they reach the applicable maximum vacation accrual.
- C. Employees will not be allowed to have negative vacation hours.
- D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

## APPENDIX F

### PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021 or upon implementation of the City's LB Coast HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

#### PERSONAL HOLIDAY ACCRUAL

A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.

B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

<b>Personal Holiday Hours</b>	<b>Personal Holiday Advanced (Start of year)</b>	<b>Personal Holiday Maximum Accrual</b>
Regular/Other Schedule	32.0	64.0

\*Accounting tracks on accrual basis at rate of 1.24 hours per pay period

\*\*Employees will accrue prospectively if they are hired mid-year

C. Use of personal holiday time is subject to supervisor and/or department head approval.

D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.



## APPENDIX G

### IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021 or upon implementation of the City's LBCOAST HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

#### IN LIEU HOLIDAY ACCRUAL

- A. All employees on a regular/other in lieu holiday schedule will receive fourteen (14) eight-hour in lieu holidays (112 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and twenty-four (224) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below two hundred and twenty-four (224) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	104.0	4.0	208.0
Effective 2021*	112.0	4.3	224.0

\* Effective the first pay period of calendar year 2021

- B. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

## APPENDIX H

### LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE SERVICE EMPLOYEES INTERNATIONAL UNION

#### LABOR COST SAVINGS RE-OPENER

- A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and SEIU Local 721 ("the parties) agree that during the period commencing November 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.
- B. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify SEIU in writing of the declaration and the request to meet and confer. The parties agree that the following articles of this MOU may be reopened: Article II – Salaries and Compensation, Article III – Paid Time Off Benefits, and Article IV – Benefits. The Union agrees that they shall meet with the City within one week of the written request and shall meet daily, unless a different schedule is mutually agreed, until agreement is reached, or impasse is declared.
- C. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Miliias Brown Act (MMBA). If the Union requests factfinding regarding the impasse in negotiations, The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.
- D. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees. The provisions of Article One, Section VIII, "Peaceful Performance of City Services," shall continue in full force and effect regardless of any re-opening of negotiations.

## APPENDIX I

### LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE SERVICE EMPLOYEES INTERNATIONAL UNION

#### FURLOUGH (FISCAL YEAR 21 – 10/1/2020 – 9/30/2021)

- A. To minimize layoffs during Fiscal Year 2021, the City and SEIU agree that an unpaid work furlough equivalent to 5% percent of permanent employees pay (104 hours for permanent full time employees) will be taken during the period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.
- B. The Refuse Basic Unit will be placed on an Alternate Furlough Plan in which permanent full time employees will be required to take one hundred and four (104) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees. Employees will be required to take the full number of furlough hours (104 hours).
- C. All employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.
- D. For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.
- E. Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.
- F. Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between October 1, 2020

and the pay period including September 30, 2021. The City will provide the Union with a list of positions, assignments and individuals to be included in this alternative approach to generate savings.

- G. Non-career employees will not be scheduled to work on a scheduled business closure day. If based on operational necessity, there is a need for a non-career employee to work on a closure day, the department will schedule an alternate day off during the same work week.

## APPENDIX J

### **LONG-TERM (LTD) AND SHORT-TERM (STD) DISABILITY INSURANCE**

#### **A. Short-Term Disability**

Effective January 1, 2021, the City shall provide a Short-Term Disability (STD) Plan to employees in the unit that provides disability payments to employees. The plan includes the following provisions under Class 3 as identified in the plan document:

1. Seven (7) calendar day elimination period. Disability payments begin on the 8th day.
2. Payments shall not exceed 50% of the employee's salary up to \$1,000 per week.
3. Maximum duration is twenty-six weeks (180 days or 6 months) of STD payments.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. Disability payments are not provided for workers' compensation injuries when Total Temporary Disability (TTD) or 4850 workers' compensation benefits are being paid.
6. Requires employees to exhaust sick leave accruals first.

#### **B. Long-Term Disability**

Effective January 1, 2021, the City shall provide a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to as follows:

1. Disability payments will commence on the 181st day of the illness or injury.
2. Payments shall not exceed a total of 50% of the employee's salary or a maximum of \$4,000 per month (whichever is less) and will be coordinated in accordance with provisions as provided under the LTD plan.
3. The maximum benefit period for an individual under class 3 provisions is eighteen (18) months.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. In addition to the basic LTD plan provided by the City, the employee may elect to enroll in a supplemental LTD plan at the employee's cost, which provides supplemental LTD payments equal to 66.67% of the employee's salary up to a maximum of \$12,000 per month, will be coordinated in accordance with provisions as provided under the LTD plan.
6. Requires employees to exhaust sick leave accruals first.

The City will secure the STD & LTD provider via a contractual agreement. Should the City be unable to secure renewal of these plans, the plan benefits may change.

## APPENDIX K

### REFUSE INCENTIVE PAY GUIDELINES

Skill Pay (RX) is available to Refuse Operators who are able to collect a specified amount of trash (quantified in tons) during the regularly scheduled workday. The specified markers are as follows:

	<b>Truck Capacity</b>	<b>Tonnage Marker for RX Eligibility</b>
<b>8-hour shift</b>	6.50	16.50
	7.00	20.00
	7.50	22.00
	9.00	22.00
	9.50	22.00
	10.00	22.00
<b>10-hour shift</b>	9.00	34.00
	9.50	34.00
	10.00	34.00

In order to qualify for the RX pay, certain conditions must be met:

- Driver must return to Temple and Willow Operations center no later than ½ hour after end of shift.
- Driver must not overload their vehicle by more than .25 tons on any load.
- No vehicle accidents or property damage shall be incurred while working during the shift.
- Overtime and RX may not be received for the same work completed; (e.g. if an employee requires overtime to collect 22 tons, the employee will not receive RX).
- No other policies and procedures are violated during the course of the day.

In addition, will carry over tonnage on days that tonnage exceeds the RX marker and apply those additional tons on a day that the tonnage is below the marker within the same pay period. Only the tonnage that is greater than the RX marker will be carried over, ensuring that the employee will retain his RX for any day and achieves their tonnage and meets the conditions specified above. Carry over tonnage will apply in the following hierarchy:

- Any day within the pay period that the employee has not achieved a minimum of 18 tons for 8 hour employees or 27 tons for 10 hour employees.
- Whichever day within the same pay period that is nearest to reaching the RX.
- Application of carry over tonnage continues to the next day that is closest to achieving the RX marker.

As stated above, an employee cannot receive overtime and RX for the same work done on the same day. However, if an employee is assigned other responsibilities after completing their RX assignment, the employee will receive overtime for additional work.

An employee who feels they have been unjustly disqualified from receiving RX should bring this to their supervisor's attention immediately. The Environmental Services Bureau Manager (or designee) has sole discretion of granting exemptions to this policy.

### **Procedure**

- Data from SERRF and driver reports will be entered into TAMS on a daily basis.
- The RX rollover amount will not be calculated until after the end of the pay period, usually the Monday following.
- The RX rollover may appear on the paycheck one pay period after it is earned due to the need to await accurate driver and tonnage information from Supervisors and SERRF.