

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

RESOLUTION NO. RES-20-0122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH APPROVING MEMORANDA OF UNDERSTANDING WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AND THE LONG BEACH SUPERVISORS EMPLOYEES ASSOCIATION; 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 Memoranda of Understanding (MOU) with the International Association of Machinists and Aerospace Workers and Long Beach Supervisors Employees Association; and

WHEREAS, it is the desire of the City Council to approve such Memoranda 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 the Memoranda of Understanding between the City of Long Beach and the International Association of Machinists and Aerospace Workers and Long Beach Supervisors Employees Association, which are hereby incorporated by reference in this resolution as Attachments "A" and "B," are hereby approved.

Section 2. Additionally, the terms of the International Association of Machinists and Aerospace Workers ("IAM") MOU shall be extended to unrepresented non-management employees as indicated on Attachment "C" which is attached hereto and incorporated herein by this reference.

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1 Section 3. The City Manager is also authorized and directed to cause the
2 preparation of amendments to the Long Beach Salary Resolution, if necessary, and to
3 such other documents as may be necessary, to conform such resolution and documents
4 to the provisions of the Memoranda of Understanding and this resolution, and to further
5 cause such conforming amendments to be brought before the City Council and such
6 Boards and Commissions as may be required by law to act upon them, and the City
7 Attorney is requested to cooperate fully with the City Manager in order to cause the
8 required documents to be prepared as required by law and brought before the
9 appropriate bodies.

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

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

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I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of September 15, 2020, by the following vote:

Ayes: Councilmembers: Zendejas, Pearce, Supernaw,
Mungo, Uranga, Austin,
Richardson, Andrews.

Noes: Councilmembers: None.

Absent: Councilmembers: Price.

Recusal(s): Councilmembers: None.

sp. De Jo Yayo
City Clerk

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ATTACHMENT A

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:
 - 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 Adjustments
 - a. Effective the first day of the first pay period that includes September 30, 2021, the following bargaining units will receive a 1.25 percent Equity Increase to the base hourly rate:
 - IAM-Office & Tech Svcs-Basic
 - IAM-Office & Tech Svcs-Supv.
 - IAM-Peace Officer-Basic
 - IAM-Peace Officer-Supv.
 - IAM-Refuse-Supv.
 - IAM-Professional-Basic
 - IAM-Professional- Supv.
 - IAM-Protection-Basic
 - IAM-Protection-Supv.
 - b. In addition, effective the first day of the pay period that includes September 30, 2021, the following classifications will receive a 1.25 percent Equity Increase, totaling a 2.50 percent equity adjustment:
 - Special Services Officer I – IV
 - Supervising Park Ranger
 - Park Ranger I – II
3. Peace Officer Assignment Pay:
 - a. Effective January 1, 2021, the current skill pay for employees assigned to patrol the Airport (#866) will be increased from \$1.50 to \$2.50.
 - b. Effective January 1, 2021, a skill pay will also be added for Park Rangers for patrolling the Park (El Dorado) at the rate of \$2.50.
4. Bilingual Pay Increase: Bilingual Pay will increase from \$0.70 to \$1.20.
5. Night-Shift Differential Rate Increase: Effective the first day of the pay period that includes April 1, 2022, Night Shift Differential pay will increase from \$1.25 to \$1.50.
6. Higher Classification Pay Rate Increase: Effective the first day of the pay period that includes April 1, 2021, Higher Classification Pay will increase from \$0.80 to \$1.00.
7. Refuse Supervisor Pay Rate Change: Effective the first day of the pay period that includes October 1, 2021, Refuse Supervisor range will increase from range 520 to 530.

ATTACHMENT A

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8. Refuse Field Investigator Pay Rate Change: Effective the first day of the pay period that includes October 1, 2021, Refuse Field Investigator range will increase from 460 to 470.
9. Compensatory Time: Updated Compensatory Time language. Non-supervisory employees may bank up to 40.0 expanded hours, and supervisory employees may bank up to 60.0 expanded hours.

For Additional General Provisions please refer to Council letter or IAM MOU.

ATTACHMENT B

LONG BEACH SUPERVISORS EMPLOYEES ASSOCIATION TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:

- a. 4 percent effective April 1, 2020
- b. 2 percent effective September 30, 2021
- c. 2 percent effective September 30, 2022

3. Equity Adjustments

a. Effective the first day of the first full pay period that includes April 1, 2020, the following classifications will receive a 2.0 percent equity adjustment:

- Fleet Services Supervisor I
- Fleet Services Supervisor II
- Garage Supervisor I
- Garage Supervisor I – Harbor
- Garage Supervisor II
- Garage Supervisor II - Harbor
- General Maintenance Supervisor I
- General Maintenance Supervisor II
- Park Maintenance Supervisor
- Building Services Supervisor

b. Effective the first day of the first full pay period that includes September 30, 2020, the following classifications will receive a 1.0 percent equity adjustment:

- Building Services Supervisor
- Fleet Services Supervisor I
- Fleet Services Supervisor II
- Garage Supervisor I
- Garage Supervisor I – Harbor
- Garage Supervisor II
- Garage Supervisor II - Harbor
- General Maintenance Supervisor I
- General Maintenance Supervisor II
- Park Maintenance Supervisor

4. Salary Range Changes: Effective the first day of the first full pay period that includes April 1, 2020, the following classifications will receive salary range adjustments as follows:

	From Range	To Range
• Gas Distribution Supervisor I	580	564
• Gas Distribution Supervisor II	620	630
• Water Treatment Supervisor I	660	700
• Water Treatment Supervisor II	700	740

5. Skill Pay Changes: Effective the first day of the first full pay period that includes April 1, 2020, skill pays will be established and/or adjusted as outlined in the attached MOU.

6. Standby Pay Increase: Effective the first day of the first full pay period following approval by City Council, standby pay will be increased from \$1.50 to \$2.00 for eligible classifications represented by LBSEA.

ATTACHMENT B

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7. **Boot Allowance:** Effective the first day of the first full pay period following approval by City Council, the boot allowance for LBSEA represented classifications will be increased to up to \$250.00 per year for required footwear and will include orthotics and footwear accessories provided the total will not exceed a maximum of \$250.00 per year. If the required footwear becomes unserviceable before the one-year period expires, they will be replaced at the department's discretion.
8. **Supervisory Differential Program:** Effective the first day of first period including October 1, 2022, the City will implement a Supervisory Differential Pilot Program to ensure a 5.5 percent salary differential exists between a bargaining unit member and subordinate who directly reports to them.
9. **Compensatory Time:** Effective January 1, 2021, the current Overtime provision will be replaced with new language clarifying hours eligible for overtime banking.
10. **Labor-Management Committee (LMC) Language:** The parties agreed to add a new LMC provision to the MOU.
11. **Safety Language:** Addition of new Safety provision to the MOU.
12. **Dues Deduction Language:** Amendments to Employee Organizational Rights and Responsibilities provision.
13. **Skill Pay Change:** Effective the second full pay period after City Council ratification, the Grade III Department of Public Health Distribution Operator Certificate skill pay in the amount \$0.25 per hour will be eliminated for Water Treatment Supervisor I-II.
 - a. Effective the second full pay period after City Council ratification, a new salary range will be established for Water Treatment Supervisor I-II to reflect an increase of \$0.25 in each pay step in alignment with the elimination of this skill pay. The transfer of the skill pay into the base hourly rate is intended to be cost neutral.

For Additional General Provisions please refer to Council letter or LBSEA MOU.

ATTACHMENT C

UNREPRESENTED NON-MANAGEMENT (NON-SWORN) EMPLOYEE TERMS

Summary of Unit-Specific Provisions

The compensation terms listed in items 1 through 2 below apply to unrepresented non-management, non-sworn employees.

1. General Wage Increases effective the first day of the pay period that includes the following dates:
 - 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. Furloughs – All permanent full-time non-sworn management will participate in the 26-day furlough (208 hours) in FY 21, with an alternative option for critical positions on an exception basis. This will include permanent full-time employees and permanent part-time employees that work at least than 20 hours per week on a regular basis.

The benefit terms listed in items 3 through 8 will apply to eligible unrepresented non-management employees as determined by the Human Resources Department:

3. Short-Term/Long-Term Disability Insurance: Extends employer-paid short-term and long-term disability plan(s), in addition to a voluntary supplemental long-term disability option to miscellaneous employees.
4. 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.
5. Additional City Holiday - In 2021, employees will receive one additional paid City holiday (Election Day – 1st Tuesday after November 1st every year).
6. Vacation, Holiday In-Lieu and Personal Holiday Accrual Maximum:
 - a. 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.
 - b. New employees may utilize accrued vacation hours upon completing 6 months of employment versus the current 12-month wait period.
 - c. 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 the three years effective January 1, 2024.

ATTACHMENT C

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7. Bereavement Leave Program that establishes clarifying non-eligible employees, adding new eligible family members, and establishing clarifying language regarding annual maximums.
8. Sick Leave Usage Program that 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH CITY EMPLOYEES LOCAL LODGE
1930, DISTRICT LODGE 947, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS**



OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Approved by City Council on TBD

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ARTICLE ONE
MEMORANDUM OF UNDERSTANDING

Section I – Parties to Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Long Beach, a Municipal Corporation (“City”), and the Long Beach City Employees’ Local Lodge 1930, District Lodge 947, International Association of Machinists and Aerospace Workers, AFL-CIO (“Union”) pursuant to Government Code Sections 3500 et seq.

Section II – Recognition

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

Section III – Purpose

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

Section IV – Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the 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 V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

1. During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues (not to exceed the current 39-hourly wage brackets) and benefit program premiums 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 certified 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. The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.
3. The City shall have no obligation to modify the manner in which it currently makes deductions on behalf of the Union.

B. Union Employee Representative (Union Officers, Shop Stewards, and Site Representatives)

A current list of Union employee representatives (Union Officers, Shop Stewards, and Site Representatives) and the bureau(s)/department(s) and/or bargaining unit which they represent, shall be submitted to the Director of Human Resources ("Director"). Any changes to this list shall be submitted with the same required information as stated above, to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Union and provide a copy of any proposed changes in the duty statement 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 parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of the proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter. 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.

D. 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 give 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. 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. 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.

E. Representational Time-Off

1. Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Union employee representatives (Union Officers, Shop Stewards, and Site Representatives), 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.
2. Each fiscal year, the Union shall receive a bank of 1,000 hours to be used for general Union business. The Union or President shall provide the Director with a monthly accounting of how this time is being used listing name, department, date, and work hours used, rounded off to 12-minute increments. Unused time shall be carried over to future fiscal years. 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.

F. Local Lodge President

1. The Union will be permitted release time for a current City employee serving as a full-time local lodge President. Hours for the local lodge President shall be reported and compensated as paid leave time (OL-Other Leave). This release time will be at no cost to the City. Recovery of the costs for salary and benefits will be accomplished in the following manner:
 - a. Each January 1st, the City will deduct one (1) hour of vacation leave from the leave account of every permanent full-time and permanent part-time employee to recover the costs for salary and benefits for a full-time employee released to serve as local lodge President.
 - b. If a local lodge President is not a current City employee, no such deduction shall be made.
 - c. If a local lodge President is a current permanent part-time employee, the City shall prorate the leave time to recover the full costs for salary and benefits. Deductions in excess of those required to cover costs for salary and benefits shall be credited to the bank for Union business described in Section V, E.2 above, not to exceed 500 additional hours at the end of the fiscal year.
 - d. If the full-time/part-time status of the local lodge President is changed after the deduction of the vacation leave, and sufficient hours were not captured to recover the salary and benefits of the local lodge President, another prorated deduction will occur the next October to recover the difference.

G. Bulletin Boards

A reasonable number of bulletin boards will be provided upon which the Union may post notices of official Union business which may include recreational and social affairs, notices of meetings, benefit programs, trips, elections, appointments, and results of elections, excerpts from the Salary Resolution and Personnel Ordinance, bulletins of employee rights, notices of City Council and Civil Service Commission actions, notices of employer/employee-relations updates, and reports of grievance and arbitration matters, provided that any notice must be on official Union-identified paper and a copy sent to the Director. Each item to be posted shall have a remove-by-date, except for those items designated by the Union for permanent posting. No department shall arbitrarily remove said posting without consent of the Union (except for dated material). In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official and no campaign information shall be posted except for the internal union elections. The posting of any other classes of notices at City workstations or premises is prohibited without the prior permission of the City Manager or the Director.

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" refers to periods when employees are performing actual job duties which do not include employees' own time such as lunch or break periods.

2. Union Access to Work Locations During Working Hours:

- a. Authorized Union representatives, (Union International Representatives, Business Representatives, 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 Union grievances, 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 processes.
 - 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) a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.
 - c. Reasonable notice shall be defined as 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 have 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. In addition, authorized Union representatives may have access to conference rooms and/or City facilities with seventy-two (72) hours advance notice and the approval of the Department Head or designee and the Director of Human Resources or designee. Exceptions to the seventy-two (72) hour requirement may be granted by the Director of Human Resources or designee.
6. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without the prior permission of the City Manager or the Director. Any written information to be distributed to employees must be furnished to management.

I. New Employee Orientations

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. Single Point of Contact

The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.

3. 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 NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the 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 employe'rs operations that was not reasonably foreseeable. Any scheduled Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Citywide NEO. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator email notice within five (5) days to make any reasonable arrangements requested by the Union for their presentation at the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability. No representative of management shall be present during the Union's presentation.

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 department'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. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Departmental NEO. No representative of management shall be present during the Union's presentation.

5. Union Access and Presentation

The Union shall be allowed twenty (20) minutes following the City's presentation at each of the Citywide NEOs and following the Department's presentation at each of the Department NEOs to meet with their represented new employees who are present. 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. The new employees attending the NEOs including meeting with the Union shall be on City paid work time. At all NEOs, the Union's presentation will focus on matters related to Union membership, primarily the benefits of membership and a general introduction to its organization, history, and by-laws. The Union agrees its NEO presentation will not be for the purpose of

campaigning on behalf of an individual running for public elected office or regarding ballot measures. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is an employee represented by the Union to meet with new employees at a scheduled NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of any the scheduled NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other unions' presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union and/or other unions.

6. Audio and Visual Equipment

The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Citywide and Department NEO's.

7. New Hire Reports to Union:

The City shall provide the Union with all the information on newly-hired employees within its custody or possession, subject to any applicable limitations contained in California Government Code Section 3558.

J. 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.

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

Name, phone number, occupation code and title, Union membership dues amount, department/bureau, division, home address, birth date, age, sex, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other Union deductions. The City shall provide the Union, at their request, two additional runs of this listing (hardcopy) and electronic report in any fiscal year.

2. A bi-weekly listing (electronic report) of dues and all other deductions.
3. An annual report, which averages the hourly rate (including skill pay) for dues-paying Union represented employees on August 31st of each year, will be provided in hardcopy no later than September 30th of each year.

K. 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 from 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. 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 VI – City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City 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.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
4. To determine and/or change the size and composition of the City work force and assign work to employees.
5. To determine the issues of public policy and the overall mission of the City.
6. To maintain order and efficiency in City facilities and operations.
7. 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.

8. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
9. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.
10. 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.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended to, diminish the rights of the 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 VII – 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. 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. 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 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 VIII – 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 any concerted effort, the President or authorized representative of the Union shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Union shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions.

This Section VIII 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 their services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule A established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

1. Salary Ranges

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section 1.A above on the effective dates indicated:

- A. Effective the first day of the pay period including April 1, 2020, all bargaining unit members shall receive a three percent (3%) General Increase to the base hourly rate.
- B. Effective the first day of the first full pay period including 9/30/2021, all bargaining unit members shall receive a two percent (2%) General Increase to the base hourly rate.
- C. Effective the first day of the first full pay period including 9/30/2022, all bargaining unit members shall receive a two percent (2.0%) General Increase to the base hourly rate.
- D. Effective the first day of the first full pay period including April 1, 2023, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.

2. The provisions of Article Two, Section I.B.1 shall not be subject to Article Seven, Grievance Procedures, of the MOU.

3. Labor Cost Savings Reopener

Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and IAM ("the parties) agree that during

the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened in accordance with Appendix I.

C. Equity Adjustments

Effective the first day of the first full pay period that includes September 30, 2021, the following classifications shall receive a one and a quarter percent (1.25%) equity adjustment:

IAM-Office & Tech Svcs-Basic	IAM-Professional-Basic & Supv
IAM-Office & Tech Svcs-Supv	IAM-Protection-Basic & Supv
IAM-Peace Officer-Basic & Supv	IAM-Refuse Supervisory

Effective the first day of the pay period including September 30, 2021, the following classifications will receive a one and quarter percent (1.25%) equity adjustment in addition to the above, totaling a two and one half (2.50%) equity adjustment:

Special Services Officer I – IV	Park Rangers I – II
Park Ranger Supervisor	

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-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon their successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, 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 the employee 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-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. The employee will receive their next step increase in accordance with the provisions of item D.1. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, the employee 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.

3. Appeal Process

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

- a. 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.
- b. 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.

- c. 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.
- d. 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, they shall review and may conduct investigations and hearings on the matter. Employees called as witnesses will be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. Should the Director of Human Resources not meet the established deadlines as indicated in subsections "d" and "e" above, then the City shall be untimely in the processing of the appeal, and the employee will advance to the next Step Advancement retroactive to the date the step increase was scheduled.
- g. In all the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.
- h. The timelines set forth in Section 1.D.3 may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

Section II – Overtime/Compensatory Time

- A. The following sections A-D shall expire effective December 31st, 2020: An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding vacation leave) in a work week up to 40 work hours.
- B. Hours charged to vacation leave shall not be considered when determining premium pay under the provisions of the FLSA. However, if the employee has actually worked more than 40 hours in the workweek, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control

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

- C. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted in the pay period in which it is earned, or if it results in the disruption of departmental operations. Banked time-off hours must be taken prior to the last pay period in September. All banked time off hours not taken off in accordance with the above shall automatically be paid to the employee the last pay period in September of each year.
- D. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.

(40 straight time hours x 1-1/2 = 60)

E. During the term of this Agreement, the City will be reviewing its overtime policies, ordinances and resolutions. During the term of this Agreement, the parties agree to meet and confer over changes to City overtime policies, overtime ordinances and overtime resolutions as required by the Meyers Millias Brown Act. The IAM retains the right to negotiate any changes to the fullest extent permitted by the law.

The parties agree to modify provisions of the Memorandum of Understanding (MOU) pertaining to Overtime and Compensatory Time Off (CTO), effective January 1, 2021 as follows:

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 the excess of 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 provisions of this MOU. MOU Overtime (in excess of 40 hours

per workweek, excluding vacation) will be paid at time and one half the regular hourly rate or accrued as Compensatory Time Off (CTO).

D. Compensatory Time Off

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 forty (40) hours.
2. Banked overtime credits shall not exceed 40.0 expanded hours for any non-supervisory bargaining unit employee (i.e., Office & Tech Svcs-Basic, Professional-Basic, Protection-Basic, Peace Officer-Basic) at any one time.
(26.67 straight time hours x 1 ½ = 40)
3. Banked overtime credits shall not exceed 60.0 expanded hours for any supervisory bargaining unit employee (Office & Tech Svcs-Supervisory, Professional-Supervisory, Protection-Supervisory, Peace Officer-Supervisory, Refuse-Supervisory) at any one time.
(40 straight time hours x 1 ½ = 60)
4. 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 on the pay period prior to promotion.
5. 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.
6. Management retains the sole discretion in granting the request to accrue CTO or to pay it as overtime worked.

Section III – Skill Pay

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

Section IV – Night Shift Differential

Night shift differential shall be compensated at one dollar and twenty-five cents (\$1.25) per hour.

Effective the first day of the pay period that includes April 1, 2022, Night Shift Differential shall increase from \$1.25 to \$1.50.

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 1/2 (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or
- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a “split shift.” Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section V – Higher Classification Pay

Each employee who is 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 eighty cents (\$.80) per hour.

Effective the first day of the pay period including April 1, 2021, the City will increase Higher Classification pay from \$0.80 to \$1.00 per hour for eligible permanent full-time bargaining unit members, provided 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 their designee, in writing.

Section VI – Mileage Reimbursement

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

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 their 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 300 or more miles in any calendar month in the performance of their duties shall be reimbursed at the current IRS mileage rate plus an additional \$0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional \$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 VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. Except as otherwise indicated in the provisions below, an employee must report for work in order to be eligible for compensation.

- A. Employees who are called back to work after completion of their regular shift, and have left the work location, shall receive three (3) hours minimum at time and one-half, or one (1) hour travel time plus time actually worked, whichever is greater, except as provided for in Section VII.B below:

Examples:

0.5 hours worked
2.0 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid (minimum)

0.5 hours worked
1.0 travel time
1.5 total time = 3.0 hours paid (minimum)

2.5 hours worked
1.5 travel time (1.0 hour travel time)
4.0 total time = 3.5 hours paid

2.0 hours worked
0.5 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid

- B. 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 he/she leaves home, shall receive 30 minutes of pay at straight time.
- C. 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 15 minutes minimum at time and one-half 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 VIII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$440.

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 IX – 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.

Effective the first day of the first full pay period following City Council adoption, employees who meet all the criteria shall be paid an additional one dollar and twenty cents (\$1.20) per hour, or . 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.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I – Vacation

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

A new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021 in accordance with Appendix_F

Effective January 1, 2021, new permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

Section II – Sick Leave

A. Sick Leave Credits

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

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, 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. Effective the first pay period of calendar year 2021, and superseding provisions in the Salary Resolution, Personnel Ordinance, and/or legislative requirements, the City will expand the usage of sick leave accruals as follows:

Use of Sick Leave for Medical Appointments or Family Illness

In conjunction with a protected and/or extended medical leave of absence (i.e. FMLA, PDL, CFRA, etc.) and in addition to the usage of sick leave accruals, when an employee is personally ill or disabled, they 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.

Eligible Family Member shall be defined as child, parent or spouse, in accordance with FMLA.

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 covered by STD or LTD, if applicable, whether the donations are requested to cover a personal or family related illness.

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

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee 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 the beginning of calendar year 2021, upon implementation of Paid Parental Leave program (Appendix F), the Preservation of Sick Leave (Vacation) During Extended Leave provision shall be eliminated.

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:

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

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 Seven of this MOU.

Section III – 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 their 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 1 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 IV – Holidays

- A. The following ten days shall be observed as holidays (14 total including personal holiday leave).
 - 1. New Year's Day – January 1
 - 2. Martin Luther King Jr. Day – 3rd Monday in January
 - 3. Washington's Birthday – 3rd Monday in February
 - 4. Memorial Day – Last Monday in May
 - 5. Independence Day – July 4
 - 6. Labor Day – First Monday in September
 - 7. Election Day – First Tuesday after November 1st (Effective January 1, 2021)
 - 8. Thanksgiving – Fourth Thursday in November
 - 9. Day after Thanksgiving – Friday after Thanksgiving
 - 10. Christmas Day – December 25
 - 11. Personal Holiday Leave – (4 days/ 32.0 hours)
- B. Effective the first full pay period of calendar year 2021, the City will provide one additional City observed Holiday (Election Day, First Tuesday after November 1st) 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, and 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. 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.
- E. Employees that start employment after the first of the calendar year will receive holidays prospectively for the remainder of the year.
- F. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.
- G. 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.
- H. 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.
- I. 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).
- J. 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 1st, they shall owe the City two days pay for the two personal holidays taken but not earned.
- K. Employees on in-lieu schedules will continue to receive 13 holidays per year (plus an additional day in accordance with section B above). Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
- L. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of two (2.0) hours for every one hundred and seventy-four (174) hours of regular paid hours.

Section V – Jury Service

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they

are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 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 VI – Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.
- D. Standby duty shall be compensated at one dollar and fifty cents (\$1.50) per hour for each full hour of standby duty.

ARTICLE FOUR
BENEFITS

Section I – Health, Dental and Life Insurance

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to \$796 per month for employees in permanent full-time positions.
2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

- B. Effective January 1, 2009 and every January 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

Employees shall pay 30% of the increase or an additional \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.

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

The increase limits addressed in this section refer to plans in existence during the 2008 plan year only. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

Any future changes in the maximum City contribution for health, dental and life insurance benefits or employee contributions made through payroll deductions agreed to by other unions in the City will be applied to IAM members in the same manner and in equivalent amounts.

- C. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for Plan Year 2018. 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 for the period January 1, 2009 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 15th 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 their recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

D. Additional Life Insurance Option

In addition to the 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 II – 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 and dental 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 their 19th birthday or until age 26 if a full-time student in an accredited college or university

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

Section III– 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 H.

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 H

Section IV – Paid Parental Leave

Effective January 1, 2021, the City of Long Beach shall implement a Paid Parental Leave program, in accordance with Appendix F.

Section V – Benefits Eligibility Date

- A. Employees will become eligible and may enroll into eligible benefits plans effective the first (1st) 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 1st 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 1st 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.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement

A. Continuation of Retirement Benefits

2. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, an amount equal to six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.
3. The City amended its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after October 1, 2006. The new tier benefit is 2.5% at 55 Modified retirement formula.
4. Effective January 1, 2013, or shortly thereafter, for employees who are eligible for and enrolled in the California Public Employee Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, zero percent (0%) of his or her individual employee contribution. Effective January 1, 2013, or shortly thereafter, employees shall contribute from their annual salary their full employee contribution to CalPERS.
5. In accordance with state law, the IAM agrees to implement a new retirement formula of 2.0% @ 62 for those employees hired on or after January 1, 2013, who are new members to CalPERS as defined by California Government Code section 7522.04. These employees shall contribute from their annual salary their full employee contribution to CalPERS in the amount legally mandated pursuant to California government Code sec. 7522.30. Final compensation for employees hired on or after January 1, 2013, who are new members to CalPERS will be calculated based on a three-year average in accordance with California Government Code sec. 7522.32.

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

Effective January 26, 2013, the City will no longer designate EPMC as compensation earnable and report it as such to PERS.

C. CalPERS/PARS Retirement Option

Both parties agree to jointly explore and pursue a retirement option through a combination of the California Public Employees Retirement System (CalPERS) and the Public Agency Retirement Services (PARS) that will provide a similar benefit of 2.5%@55, for those employees hired after the CalPERS contract has been amended and a PARS contract has been approved. In order for employees covered under this provision to qualify for the 2.5%@55 benefit, they must retire from the City of Long Beach with at least five years of service and are age 55 or over.

PARS is a private firm that establishes and administers public pension plans and will utilize a defined benefit plan under Section 401(a) of the Internal Revenue Code.

D. Superfunding

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

Section II – Workers' Compensation

- A. Any bargaining unit employee, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated their 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 is the first and second occurrence of temporary total disability during the fiscal year. This applies solely to employees represented by the Refuse Unit.
 5. 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.

6. 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 90 calendar days. The amount will be equal to seventy-five percent (75%) of their 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 their injury or illness, but the term "regular salary" shall not include any overtime, night shift differential, or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 300 spaces for members and those employees represented by the Union. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.

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

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

The minimum free from duty period between shifts for IAM represented employees excluding Public Safety Dispatcher, shall be no less than eight (8) hours, except where a longer rest period is mandated by law.

This requirement will be waived during an emergency as determined by the City Manager, Department Head, (e.g. Chief Executive, Chief of Police, Department Director, Executive Director, Fire Chief, General Manager) or their designee.

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. No such material shall be filed until an employee has had the opportunity to challenge any such material. Tardy slips and notes of absenteeism shall be excluded from the requirement since they are not considered to be disciplinary statements. A challenge shall be defined as a rebuttal, either oral or in writing, which

contests the written statements made about the employee. An employee may attach supplemental documentation to a document that is challenged as defined in this section. A challenge may result in modification of information contained in the employee's personnel file. Challenges must be made within 20 working days of the employee receipt of the written material.

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

Any item that is sealed shall be removed from access from personnel except the Department Head or designee. If the employee believes this section is being misinterpreted or misapplied, or if there is material in the personnel file that should be removed or sealed, they may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources 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 after the manager discovers the incident(s) which supports the written reprimand. 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 contents of the grievance can only be challenged as set forth above. 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 correct any deficiencies in 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 show up for their scheduled assignment, will receive a minimum of two (2) hours of pay if said employee(s)

are denied from working scheduled hours for that day. The City has the right to have the employee stay and work for the minimum hours of compensation under this Article.

Section VI – 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 VII – Labor/Management Meetings

- A. The parties agree to meet as needed, but not more frequently than one time per month, by Department, unless mutually agreed to by the parties, in an effort to resolve issues of mutual concern regarding employee relations. These meetings shall be comprised of City representatives, Union representatives, and employee representatives. The parties shall select their respective representatives. These meetings may involve discussion of issues such as work schedules, uniforms, or any matter that either party wishes to present for consideration. The parties, by mutual agreement, may make recommendations on issues that have been discussed. The parties shall have no authority, however, to delete, modify, or change the terms of this MOU, nor to settle any grievance being processed under a different article of this MOU. All matters presented shall be given due consideration. Follow up will be provided in writing within ten (10) working days, unless mutually agreed upon by both parties.
- B. The parties agree to convene a meeting of the Labor Management Committee (“LMC”) in any Department where the Union believes there is a problem with the current practice of vacation scheduling in any Bureau, Division, or Section.

Each Department shall post on its bulletin board, information on the links to the Human Resources Department of the City where current, relevant information can be obtained on vacation pay-off.

Section VIII – Safety Committee

The Risk Manager and City Safety Officer will meet quarterly with one Union representative and three 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 IX – 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.

The parties agree to convene a City-wide Labor Management Committee (“LMC”) to discuss educational and development opportunities for employees. The parties agree to convene the LMC no later than sixty (60) days after January 1, 2022. Each party shall be allowed up to three representatives. The parties agree to use their best efforts to reach agreement to make a joint recommendation for budget consideration by June 30, 2022 to the City Manager.

Section X – Training Program

The City and the Union recognize the advantages of job related training for City employees and agree to work together to identify increased funding that will aid in the technical and professional development of IAM members. The City will work with the Union in identifying, applying for, and administering any such training assistance funding. This cooperation will extend to creating equitable opportunities for training and attendance at training. In all instances the application of this language will be subject to departmental staffing requirements.

Section XI – 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 a 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 XII – Work Schedules

A. Work Schedule Alternatives

1. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days Monday through Friday each 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.

2. 9/80 Work Schedule

The City offers the 9/80 Work Schedule in order to provide a valuable employee benefit, support the City's Employee Commute Trip Reduction Program, and improve City operations by providing work schedule flexibility and enhancing employee morale. Effective the first full pay period of calendar year 2020 the guidelines for 9/80 schedules will be as follows:

- a. The standard work scheduled is five days per week, eight hours per day.
- b. Participation in the 9/80 work schedule is optional. No employee is required nor will they be compelled to participate.
- c. Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.
- d. Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.
- e. Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
- f. Business Hour Department Schedules

9/80 work schedules will be limited to four schedules available for non-24 hour facilities. They include:

- A. 1st Friday of the Pay Period as the Regular Day Off
- B. 2nd Friday of the Pay Period as the Regular Day Off

- C. 1st Monday of the Pay Period as the Regular Day Off
- D. 2nd Monday of the Pay Period as the Regular Day Off

Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9- hour work days.

Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

Upon Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off. Employees may not flex time on their Regular Day Off or 8-hour day.

g. 24-Hour or 7 Day Hour Facility Schedule

The 24-hour 9/80 option is reserved for 24-hour facilities whose employees may flex on any days other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday or Saturday. Sunday and Monday would be 'regular' days off from work.

Note: A 24-hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's regular workweek is Monday – Friday and their regular days off are Saturday and Sunday.

Use of the 24-Hour Facility Schedule must first be approved by the Department of Human Resources Director.

h. Regular Day Off (RDO)

For Business Hour facilities (non-24 hour departments), only alternating Mondays or Fridays may be designated as the 8-hour work day. The other alternating Mondays or Fridays will be considered your regular day off (RDO).

Employees on 9/80 work schedules may be required to take an hour of qualified leave from their leave accrued leave for each holiday that falls on a 9-hour work day. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek, not the pay period, in lieu of using eligible leave time.

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.

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.

B. 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.

C. Alternative Work Schedules and Premium Pay

1. 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.
2. An alternative work schedule should not increase requirements for over-time pay.

ARTICLE SEVEN
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.

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

- B. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;
- E. Indicates the persons contacted at the informal stage; and
- F. States the corrective action desired.

Section IV – Time Off for Processing Grievances

- A. Informal – The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. Formal – The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and 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 period 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 Site Representatives) and the designated management representative.

Section VIII – Informal Procedure

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.

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

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

Section IX – Formal Procedure

The Union has the right to be present if invited by the grievant at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this MOU. However, no settlement that interprets the agreement shall be made without the 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.
- B. Within ten (10) working days, the Division/Bureau head shall schedule a meeting and give their decision, in writing, 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. A Union representative shall be present if requested by grievant(s).

- 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.

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

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. A Union representative shall be present if requested by grievant(s).
- 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.

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

Step Four – City Manager

- A. If the City Manager (Water or Harbor Department Head) does not satisfactorily dispose of the complaint, the Union or the employee 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 or employee 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 the employee 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.

Step Five – Arbitration

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 per cent (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 EIGHT
UNIT PROVISIONS**

Section I - Refuse Unit (Basic and Supervisory)

1. Refuse Field Investigator Pay Rate Change

Effective the first day of the first full pay period that includes October 1, 2021, the City shall increase the following classification pay rate:

Classification	Current Range	New Range
Refuse Field Investigator	460	470

2. Refuse Supervisor Pay Rate Change

Effective the first day of the first full pay period that includes October 1, 2021, the City shall increase the following classification pay rate:

Classification	Current Range	New Range
Refuse Supervisor	520	530

3. Departmental Average Use of Sick Leave

Placement on the one-day sick list shall be based on one of two factors:

- a. Use of forty (40.0) hours of sick leave during a six-month period. Employees with extenuating circumstances may discuss the situation with their Superintendent.
- b. Pattern of sick leave usage in conjunction with vacations, weekends, and/or other paid regular time off.

Placement on the one-day sick list due to exactly 40 hours of sick leave usage in a six-month period shall not preclude an employee from training or promotional opportunities.

4. Holiday Worked Bank for Refuse Employees

Eight (8.0) additional hours shall be credited to the Holiday Worked Bank of all Refuse Unit employees who work the July Fourth and Thanksgiving holidays during the term of this MOU. Hours shall be credited on January 1 of the following year. In no event shall the overtime/holiday worked bank of any Refuse employee exceed eighty (80.0) hours. Employees shall be paid for all hours in excess of forty (40.0) hours at the end of each fiscal year.

5. Holiday Worked

Employees scheduled to work a holiday who are absent because they are sick, sick family or disabled shall receive sick leave pay. If they are not sick or disabled, they shall not receive the holiday pay.

6. Truck Spraying

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

7. Air Seats, Rear and Side Lights

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

8. Trash Code

The City will strictly enforce those sections of the Municipal Code relating to trash and rubbish. No employees will be required to perform any duty that is contrary to Municipal Code Sections 860.010 – 860.260, unless trash or debris problems which constitute a fire, health, or traffic hazard or a public nuisance exist which require immediate action.

The City will strictly enforce those sections of the Municipal Code relating to trash containers.

The City will continue its special pickups for which residents pay a fee, and special cleanup programs.

9. Vehicle, Equipment, and Uniform Purchase

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. Management, however, reserves the right to make the final decision on the selection and purchase of new vehicles, equipment, and/or uniform items.

10. 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.

11. Requesting Absence on Holiday

Refuse Unit Employees who wish to be off on a holiday shall notify the dispatcher in advance of the holiday. After minimum staffing requirements have been fulfilled,

employees desiring to be off on such holiday shall be selected on a first sign-up basis. The sign-up sheets shall be made available immediately following the celebration of a past holiday.

12. Seniority for Vacation and Overtime Scheduling

- a. For purposes of vacation scheduling, subject to required staffing levels, seniority shall apply. The employee with the greatest amount of seniority by classification in the Refuse Division shall be entitled to select his/her vacation schedule first with the employee possessing the lowest seniority selecting vacation schedule last.
- b. For purposes of working overtime, the District Supervisors will recruit the necessary crews on a voluntary basis. In the event that more employees than are required volunteer to work the overtime, the most senior employees by classification in the District shall be entitled to work the overtime. Failure to obtain the necessary volunteers will result in the District Supervisor assigning overtime starting with the employee with the least seniority by classification in the District.

13. Suggestion Box

The City shall provide a suggestion box for employees input for the effective operations of the Refuse Division. Suggestions are to be reviewed by the Joint Labor-Management Committee, if applicable.

14. 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.

15. Career Development Program

The City and Refuse Unit representatives will continue to work toward the implementation of a formal career development program through the Joint Labor-Management Committee. The City shall formally explore career development in the Joint Labor-Management Committee including such things as rotating employees out of terminal positions with no loss in pay or future pay increases, providing a per diem skill pay, and using overtime premium savings to offset the career development program. It is understood that if the unit goes to a holiday in-lieu schedule, any savings there from would be earmarked to the two different tiered groups respectively. Any change must be by mutual agreement.

16. Joint Labor-Management Committee

- a. Purpose

In order to achieve and maintain a beneficial relationship through continuing communications, the City and the Union do hereby establish a Joint Labor-Management Committee for the Refuse Unit. The purpose of the Committee is to discuss, explore, study, and resolve problems referred to it by the parties of this MOU.

The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied, and make recommendations for implementation.

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

b. Committee Membership

Union: Three employee representatives of the Refuse Unit, Designated Business Representative of the Union or his/her designee.

City: Superintendent – Refuse or his/her designee, three designated management representatives.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desired. The three (3) employee representatives and the three (3) designated management representatives may be rotated every eighteen (18) months.

c. Chairperson

Chairperson shall alternate monthly between the Union and management. Each party will determine whether it will have a permanent chairperson or rotating chairpersons.

d. Conduct of Meetings

Meetings shall be held once a month and shall be no more than two (2) hours in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

An agenda shall be submitted to both parties forty-eight (48) hours prior to the meetings. At the first meeting a specific day and time shall be selected

for future meetings. Topics not on the agenda shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The agenda shall include a brief discussion of each item to be discussed. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

e. General Guidelines

1. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
2. No grievances being processed under another part of this MOU shall be discussed and no bargaining shall take place.
3. Topics that could lead to grievances may be discussed.
4. Each person wishing to speak shall be recognized by the Chairperson before speaking.
5. The Chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.
6. Each topic shall be discussed fully and action reached 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.

17. Load Monitors

The Joint Labor-Management Committee will develop an implementation strategy for installation of reliable and easily comprehensible load monitors on all refuse trucks. This plan will include a regular schedule of calibration of the equipment with the intent to keep all monitors in working order.

18. 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, respirators, 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.

19. Refuse Supervisors – Holiday Worked

Eight (8.0) additional hours shall be credited to the overtime bank of all Refuse Supervisors who work the July Fourth and Thanksgiving holidays during the term of this MOU. Hours shall be credited on January 1 of the following year. In no event shall the overtime bank of any employee exceed forty (40) hours. Employees shall be paid for all hours in excess of forty (40) hours. Effective January 1, 2017, Refuse Field Investigators will be covered by this Section.

20. Increase Incentive Pay for attaining markers in accordance with the program developed by the Labor Management Committee to \$60.00 for an eight (8) hour shift and \$75.00 for a ten (10) hour shift. Effective October 1, 2008, incentive pay for attaining the Gain Sharing Program markers will be paid equivalent to two (2) hours of base pay or \$60.00 for an eight (8) hour shift and \$75.00 for a ten (10) hour shift, whichever is greater.

21. The following special pays for Refuse Operators are effective October 1, 2008:

- a. Frontloader-Single Driver - one dollar and fifty cents (\$1.50) per hour.
- b. Field Training - Eight dollars (\$8.00) per diem when assigned as trainer for new operator.

Section II - Professional Units (Basic And Supervisory)

1. Nurses, Nurse Practitioners and Public Health Nurses

Employees in the above classifications, who are required by California law to continue taking continuing educational units, shall either be released with pay during working hours or have their work schedules adjusted to accommodate non-work-hour course work for such time as it takes to attend the class. No time shall be authorized for any homework time. Management retains the final authority to decide which course work is job related but will not be unreasonable in its decision. The above employees must provide management with the available continuing educational programs and attempt to schedule classes that meet the needs of both parties.

2. Employees in the classifications of Criminalist I-III, and Public Health Associate III that are assigned to the jail ("Jail Nurse"), shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the employee officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

3. When certified in the USC Foundation for Cross Connection Control and Hydraulic Research:

Environmental Health Specialist III & IV	sixty cents (\$0.60) per hour when assigned to the Recreation Water Quality
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Program and responsible for cross connection monitoring or testing.

4. Animal Health Technicians

The Animal Health Technician classification will receive a title change to Registered Veterinary Technician.

5. The City shall provide Professional Bargaining unit members who qualify, a \$200 per month incentive pay for approved certifications in accordance with the Personnel Policy and Procedure regarding the Professional Certification Incentive Program.

Section III - Office And Technical Units (Basic And Supervisory)

1. Within forty-five (45) days of ratification of this agreement by the City Council, the Ambulance Operator classification and the Communications Dispatcher classification will move to the Protection Unit and the Communications Dispatcher classification will receive a title change to Public Safety Dispatcher when the Salary Resolution is next amended.
2. Employees in the classification of Communications Dispatcher I-III (Public Safety Dispatcher I-III), who are working a 4/10 work schedule, will be permitted to bank up to a total of 18 hours (27 hours expanded) of FLSA overtime at the sole and exclusive discretion of the Chief of Police.

This overtime bank may be used to, but is not limited to, supplement in-lieu holiday leave

Effective December 31, 2020, Section III will expire and will be replaced with Article Two, Section II – Overtime/Compensatory time section.

3. Employees in the classifications of Communications Dispatcher I-IV (Public Safety Dispatcher I-III) and Communications Center Supervisor shall be eligible to receive the following holiday accumulation:
 - a. Seven (7) holidays will be assigned to each employee on January 1st and an additional six holidays on July 1st of each year. If not used by June 30th, the January 1st days may be carried over to be taken with the July 1st days. A maximum of six (6) holidays earned during the calendar year may be carried over from one calendar year to the next. Under no condition may more than 18 holidays be accumulated at any time.
 - b. All requests for holidays require supervisor’s approval.
 - c. In all cases, the Department scheduling priority shall take precedence in order to meet the community’s needs.
4. Employees in the classifications of Identification Technician, Public Safety Dispatcher I-IV, Communications Center Supervisor and Communications Center Coordinator shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by

the Prosecutor or District Attorney, the employee shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

Section IV - Protection Unit (Basic And Supervisory)

1. The City shall provide all Security Officers (current and newly assigned) in the Jail Division with training per amended Section 831 as it relates to Section 832 of the California Penal Code (Jail Operations Course).

2. School Guards

Any School Guard that has accumulated four years of total City service (equivalent to over 8,350 hours) shall be placed on P Step 28.

3. Uniform Issue Standards

Applicable departments will develop and publish minimum standards for uniform issue, by assignment, within ninety (90) days of the execution of the Memorandum of Understanding.

4. Uniform Purchase

Employee input shall be sought on any proposed changes to uniforms or the selection and purchase of new uniform items. Management, however, reserves the right to make the final decision on the selection and purchase of new uniform items.

5. Court Appearance

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

6. In order to achieve and maintain a beneficial relationship through continuing communications, a Joint Labor-Management Committee shall be established in the Police Department-Jail.

7. Jail Security Officer Side Letter

The following practices shall apply to Detention Officers and Detention Officer Supervisors assigned to the Jail Division of the Police Department:

- a. The selection of vacation schedules shall be based upon "departmental seniority", except during periods of extreme critical shortage. "Departmental Seniority" is computed from date of assignment to the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.
- b. The selection of shift, days off, and holidays shall be based upon "division seniority", except during periods of extreme critical shortage. "Division Seniority" is computed from the date of assignment to the Jail Division of the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.
- c. If an employee resigns from the Police Department and is later re-hired in the Jail Division, the employee forfeits all seniority accumulated prior to their resignation, and seniority will be computed from their date of re-hire. This provision is not intended to impact on any previous agreements presently in effect with individual employees regarding the computation of seniority.

This provision shall affect all persons who resigned subsequent to December 12, 1977.

- d. For the purposes of this Side Letter, seniority (departmental and division) for Detention Officers and Detention Officer Supervisors shall operate independently.
- e. Once the shift and holiday schedule has been established, an employee shall not be allowed to "bump" a less senior employee. When an opening occurs in the shift schedule or holiday schedule, new schedules may be established on the basis of seniority.
- f. Employees, involuntarily assigned to a division other than the Jail Division or Department or other than Police Department will not lose "division/departmental seniority", as applicable, as a result of such assignment.
- g. Employees who voluntarily accept assignments to another division within the Police Department or with another City department will not accumulate "division/departmental seniority" within the Jail Division while working

outside the Jail. If an Officer returns to the Jail Division, they will be credited only for seniority earned working in the Jail.

- h. Employees who are absent from work due to lay-off or extended illness will retain their accumulated "division/departmental seniority" upon return to work.
- i. Employees who are on probation or otherwise being trained may be exempt from a change of work assignment based on inverse seniority. The Jail Division command officers shall review each case individually to determine if a change in work schedule would be detrimental to the employee's training program.
- j. The management of the Police Department may make adjustments to work assignments and vacation schedules to meet Departmental needs. It is understood that whenever such adjustments are made, the policy outlined above shall be adhered to as closely as possible.

It should be noted that seniority as defined in the Civil Service Rules and Regulations is applicable only under the conditions outlined in that document.

- 8. Special Services Officers assigned to the Harbor Department, Long Beach City College, or the Marine Patrol, will receive a skill pay of one dollar and fifty cents (\$1.50) per hour.
- 9. Special Services Officers assigned to the Jail will receive a skill pay of two dollars and fifty cents (\$2.50) per hour.
- 10. Special Services Officers will qualify for a special pay of two dollars and twenty-five cents (\$2.25) per hour when assigned by the department head to train new personnel as part of a structured training program.
- 11. The Public Safety Dispatcher II, when performing training duties, shall receive a special pay equivalent to the difference between top step Public Safety Dispatcher II and Public Safety Dispatcher III

Section V – Peace Officer Units (Basic And Supervisory)

1. Special Services Officers in the Peace Officer bargaining units who are assigned to patrol the Airport will receive a skill pay (#866) of one dollar and fifty cents (\$1.50) per hour.
 - a. Effective January 1, 2021, the current skill pay for employees assigned to patrol the Airport (#866) shall be increased from \$1.50 to \$2.50.
2. Effective January 1, 2021, a skill pay shall also be added for Park Rangers for patrolling the Park (El Dorado) at the rate of \$2.50.
3. Park Rangers qualify for a special pay of two dollars and twenty-five cents (\$2.25) per hour when assigned by the department head to train new personnel as part of a structured training program.
4. Marksmanship pay for Special Services Officers and Park Rangers authorized to carry a firearm, will be paid once a year on the first paycheck in December as follows:
 - a. Marksman \$4.00/mo.
 - b. Sharpshooter \$8.00/mo.
 - c. Expert \$16.00/mo.
 - d. Master \$32.00/mo.

5. Uniform Issue Standards

Applicable departments will develop and publish minimum standards for uniform issue, by assignment, within ninety (90) days of the execution of the Memorandum of Understanding.

6. Uniform Purchase

Employee input shall be sought on any proposed changes to uniforms or the selection and purchase of new uniform items. Management, however, reserves the right to make the final decision on the selection and purchase of new uniform items.

7. Court Appearance

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the officer

shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

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 MOU shall commence immediately upon ratification by the parties, or on October 1, 2019, whichever occurs earlier. This MOU shall remain in effect through September 30, 2023. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2023 to May 15, 2023, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2020.

THE LONG BEACH CITY EMPLOYEES’
LOCAL LODGE 1930, DISTRICT LODGE 947
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS – AFL-CIO

CITY OF LONG BEACH

Richard Suarez
Chief Negotiator, Grand Lodge
Representative

Thomas B. Modica
City Manager

Ashley Gunckel
IAMAW Business Representative

Irma Rodriguez Moisa
Chief Negotiator

Milton Duena
IAMAW Business Representative

Alejandrina Basquez
Director of Human Resources

Devin Ablard
IAMAW Business Representative

Dana Anderson
Manager of Labor Relations

Dan Gonzalez
President, IAMAW Committee Member

Elizabeth Calixtro
Labor Relations Officer

Jessica Antes
IAMAW Committee Member

Gary Anderson
Principal Deputy City Attorney

Doretha Archer
IAMAW Committee Member

Christian Cambridge
Administrative Analyst IV

John Comer
IAMAW Committee Member

Steve Covarubias
IAMAW Committee Member

Kit Gonzalez
IAMAW Committee Member

Natalie Gonzalez
IAMAW Committee Member

Patricia Kampa
IAMAW Committee Members

Sheridan Jay Cazarez
IAM Representative

Silke Kinoshita
IAM Representative

Roeun Khiev
IAMAW Committee Member

Norberto Ledesma
IAMAW Committee Member

Monica Lee
IAMAW Committee Member

Jeffrey Litzinger
IAMAW Committee Member

Natalie Mifflin
IAMAW Committee Member

Sashi Muralidharan
IAMAW Committee Member

Gina Robinson
IAMAW Committee Member

Jeffrey Rodriguez
IAMAW Committee Member

Nadith Schuster
IAMAW Committee Member

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

IAM-OFFICE & TECH SVCS-BASIC

ACCIDENT PREVENTION COORD I
ACCOUNTING CLERK I
ACCOUNTING CLERK II
ACCOUNTING CLERK III
ACCOUNTING CLERK III-NC
ACCOUNTING CLERK II-NC
ACCOUNTING CLERK I-NC
ACCOUNTING TECHNICIAN
ADMINISTRATIVE AIDE I
ADMINISTRATIVE AIDE II
ADMINISTRATIVE PROJECTS COORD
AIRPORT OPERATIONS ASST I
AIRPORT OPERATIONS ASST II
AIRPORT OPERATIONS ASST I-NC
ANIMAL HEALTH TECHNICIAN
ASSISTANT BUYER-NC
ASST BUYER
ASST BUYER I
ASST BUYER II
CARGO AUDIT CLERK I
CARGO AUDIT CLERK II
CARGO AUDIT CLERK III
CARGO AUDIT CLERK IV
CASE MANAGER I
CASE MANAGER II
CASE MANAGER III
CITY CLERK ANALYST
CITY CLERK ASSISTANT
CITY CLERK SPECIALIST
CLERICAL AIDE II-NC
CLERICAL AIDE I-NC
CLERK I
CLERK II
CLERK III
CLERK III-NC
CLERK II-NC
CLERK I-NC
CLERK TYPIST I
CLERK TYPIST II
CLERK TYPIST III
CLERK TYPIST III-NC
CLERK TYPIST II-NC
CLERK TYPIST I-NC
CLERK TYPIST IV
COMM DEVEL CLERICAL ASST I
COMM DEVEL CLERICAL ASST II
COMM DEVEL CLERICAL ASST III
COMMUNICATION SPECLST I
COMMUNICATION SPECLST II
COMMUNICATION SPECLST III
COMMUNICATIONS ASSISTANT I
COMMUNICATIONS ASSISTANT II
COMMUNICATIONS ASSISTANT III
COMMUNITY INFORMATION SPEC I
COMMUNITY INFORMATION SPEC II
COMMUNITY PROGRAM TECH I
COMMUNITY PROGRAM TECH II
COMMUNITY PROGRAM TECH III
COMMUNITY PROGRAM TECH IV
COMMUNITY WORKER
COMMUNITY WORKER-NC
COMPUTER OPERATOR I-NC
CONTRACT ADMINISTRATOR I
CONTRACT ADMINISTRATOR II
COUNCILMANIC SECRETARY
CUSTOMER SERVICE REP I
CUSTOMER SERVICE REP II
CUSTOMER SERVICE REP III
CUSTOMER SERVICE REP III-NC
CUSTOMER SERVICE REP II-NC
CUSTOMER SERVICE REP I-NC
DATA ENTRY OPERATOR II-NC
DATA ENTRY OPERATOR I-NC
DATA PROCESSING ASSISTANT
DEPUTY CITY CLERK I
DEPUTY CITY CLERK II
FINGERPRINT CLASSIFIER
FORENSIC SPECIALIST I
FORENSIC SPECIALIST II
FORENSIC SPECIALIST II-NC
GEOGRAPHIC INFO SYS TECH I
GEOGRAPHIC INFO SYS TECH II
GRAPHIC ARTIST

GRAPHICS TECHNICIAN
HOUSING AIDE I
HOUSING AIDE II
HOUSING REHABILITATION CNSLR
HOUSING SPECIALIST I
HOUSING SPECIALIST II
HOUSING SPECIALIST III
LABORATORY ANALYST I
LABORATORY ANALYST II
LABORATORY ANALYST III
LABORATORY ANALYST III-NC
LABORATORY ANALYST II-NC
LABORATORY ANALYST I-NC
LABORATORY ASSISTANT
LABORATORY ASSISTANT I
LABORATORY ASSISTANT II
LABORATORY ASSISTANT III
LABORATORY ASSISTANT-NC
LEGAL ADMINISTRATIVE ASSISTANT
LEGAL ASSISTANT
LEGAL ASSISTANT I
LEGAL ASSISTANT II
LEGAL ASSISTANT III
LEGAL ASSISTANT IV
LEGAL OFFICE ASSISTANT
LEGAL OFFICE SPECIALIST
LEGAL RECORDS ASSISTANT
LEGAL RECORDS SPECIALIST
LEGAL RECORDS SUPERVISOR
LEGAL SECRETARY I
LEGAL SECRETARY II
LEGAL STENOGRAPHER I
LEGAL STENOGRAPHER II
LEGAL STENOGRAPHER III
LIABILITY CLAIMS ASST I
LIABILITY CLAIMS ASST II
LIBRARY AIDE
LIBRARY AIDE-NC
LIBRARY ASSISTANT
LIBRARY CLERK I
LIBRARY CLERK II
LIBRARY CLERK III
LIBRARY CLERK III-NC
LIBRARY CLERK II-NC
LIBRARY CLERK I-NC
LIBRARY CLERK IV

LIBRARY CLERK IV-NC
LICENSE INSPECTOR I
LICENSE INSPECTOR II
MARINA AGENT I
MARINA AGENT II
MARINA AGENT III
MARINE AIDE-NC
MECHANICAL EQUIP STK CLRK I
MECHANICAL EQUIP STK CLRK II
MEDICAL ASSISTANT I
MEDICAL ASSISTANT II
MEDICAL ASSISTANT-NC
MICROFILM TECHNICIAN
MINUTE CLERK
NEIGHBORHOOD SVCS SPCLST I
NEIGHBORHOOD SVCS SPCLST II
NEIGHBORHOOD SVCS SPCLST III
NUTRITION AIDE I
NUTRITION AIDE II
NUTRITION AIDE-NC
OCCUPANCY SPECIALIST I
OCCUPANCY SPECIALIST II
OCCUPANCY SPECIALIST III
OUTREACH WORKER I
OUTREACH WORKER II
PAGE-NC
PARKING OPERATNS ATTNDT II-NC
PARKING OPERATNS ATTNDT I-NC
PAYROLL SPECIALIST I
PAYROLL/PERSONNEL ASST I
PAYROLL/PERSONNEL ASST II
PAYROLL/PERSONNEL ASST III
PHOTOGRAPHER
POLICE PROPERTY & SPLY CLRK I
POLICE PROPERTY & SUPPLY CLERK
POLICE SERVICES SPECLST I-NC
POOL LIFEGUARD II-NC
POOL LIFEGUARD I-NC
PORT RISK ASSISTANT I
PORT RISK ASSISTANT II
PORT SECURITY SYS OPER I-NC
PORT SECURITY SYSTEM OPER I
PORT SECURITY SYSTEM OPER II
PORT SECURITY SYSTEM OPER III
PROPERTY MGMT SPECIALIST I
PROSECUTOR ASSISTANT

PROSECUTOR ASSISTANT I
PROSECUTOR ASSISTANT II
PROSECUTOR ASSISTANT III
PROSECUTOR ASSISTANT III-NC
PROSECUTOR ASSISTANT II-NC
PROSECUTOR ASSISTANT I-NC
PROSECUTOR ASSISTANT IV
PROSECUTOR ASSISTANT IV-NC
PROSECUTOR ASSISTANT-NC
PUBLIC HEALTH ASSOC I
PUBLIC HEALTH ASSOC II
PUBLIC HEALTH ASSOC III
PUBLIC HEALTH ASSOCIATE-NC
PUBLIC HEALTH REGISTRAR
REAL ESTATE TECHNICIAN I
REAL ESTATE TECHNICIAN II
RECORDS MANAGER-CITY CLERK
RECREATION ASSISTANT
RECREATION LDR/SPECLST III-NC
RECREATION LDR/SPECLST IV-NC
RECREATION LDR/SPECLST IX-NC
RECREATION LDR/SPECLST VIII-NC
RECREATION LDR/SPECLST VII-NC
RECREATION LDR/SPECLST VI-NC
RECREATION LDR/SPECLST V-NC
RECREATION LDR/SPECLST X-NC
SECRETARY
SECRETARY TO CITY AUDITOR
SECRETARY TO THE MAYOR
SENIOR LEGAL SECRETARY I
SENIOR LEGAL SECRETARY II
SENIOR MINUTE CLERK
SENIOR SECRETARY
STOCK & RECEIVING CLERK
STOCK & RECEIVING CLERK-NC
STOREKEEPER I
STOREKEEPER II
STOREKEEPER I-NC
SYSTEMS ANALYST I
SYSTEMS TECHNICIAN I
SYSTEMS TECHNICIAN II
SYSTEMS TECHNICIAN III
TECHNICAL AIDE
TECHNICAL ASSISTANT
TERMINAL SERVICES REP II
WATER COMM DISPATCHER I

WATER COMM DISPATCHER II
WORKERS COMP ADMIN ASST
WORKERS' COMP CLAIMS ASST
WORKERS' COMP OFFICE ASST

IAM-OFFICE & TECH SVCS-SUPV

ASST TERMINAL SVCS MANAGER
CHIEF WHARFINGER
CLERK SUPERVISOR
CUSTOMER SVCS SUPERVISOR I
CUSTOMER SVCS SUPERVISOR II
FORENSIC SPECIALIST SUPERVISOR
HARBOR CONTROL CENTER SUPV
HOUSING ASSISTANCE COORDINATOR
HOUSING REHABILITATION SUPV I
HOUSING REHABILITATION SUPV II
LEGAL RECORDS MGMT SUPERVISOR
LIBRARY CIRCULATION SUPERVISOR
MARINA SUPERVISOR I
MARINA SUPERVISOR II
OFFICE ADMINISTRATOR
PAYROLL SPECIALIST II
POLICE PROPERTY & SPLY CLRK II
POLICE SYSTEMS SUPERVISOR
PORT RECORDS CENTER SUPERVISOR
PROPERTY MGMT SPECIALIST II
SENIOR RECORDS CLERK
SUPERVISING SENIOR LEGAL SECY
SUPERVISING WORKERS' COMP SECY
SUPERVISOR-STORES & PROPERTY
WATER COMMUNICATION CENTER SPV

IAM-PROFESSIONAL-BASIC

ACCOUNTANT I
ACCOUNTANT II
ACCOUNTANT III
ACCOUNTANT II-NC
ACCOUNTANT I-NC
ADMINISTRATIVE ANALYST I
ADMINISTRATIVE ANALYST II
ADMINISTRATIVE ANALYST III
ADMINISTRATIVE ANALYST III-NC
ADMINISTRATIVE ANALYST II-NC
ADMINISTRATIVE ANALYST I-NC
AIRPORT OPERATIONS SPECLST I
AIRPORT OPERATIONS SPECLST II

ASST ADMIN ANALYST I	ENVIRONMENTAL HEALTH SPEC I
ASST ADMIN ANALYST II	ENVIRONMENTAL HEALTH SPEC II
ASST BAND CONDUCTOR-NC	ENVIRONMENTAL HEALTH SPEC III
ASST MARKETING MANAGER I	ENVIRONMENTAL HEALTH SPEC IV
ASST MARKETING MANAGER II	ENVIRONMENTAL HLTH SPCLST-NC
ASST MARKETING MANAGER III	EPIDEMIOLOGIST
ASST PLANNER I	EVENTS COORDINATOR I
ASST PLANNER II	EVENTS COORDINATOR II
ASST TRAFFIC MANAGER	FINANCIAL CONTROLS ANALYST
BROADCAST PRODUCTION SPECLST	GENERAL LIBRARIAN
BUSINESS DEVELOPMENT ANALYST	GENERAL LIBRARIAN I-NC
BUSINESS SYSTEMS SPECLST I	HANDWRITING EXAMINER-MISC
BUSINESS SYSTEMS SPECLST II	HAZARDOUS MATERIALS SPEC I
BUSINESS SYSTEMS SPECLST III	HAZARDOUS MATERIALS SPEC-NC
BUSINESS SYSTEMS SPECLST III-U	HAZARDOUS WASTE COORDINATOR
BUSINESS SYSTEMS SPECLST II-U	HEALTH EDUCATOR I
BUSINESS SYSTEMS SPECLST I-U	HEALTH EDUCATOR II
BUYER I	INTELLIGENCE ANALYST
CAPITAL PROJECTS COORD	INTERMODAL OPERATIONS COORD
CAPITAL PROJECTS COORD I	LEGISLATIVE ASSISTANT
CAPITAL PROJECTS COORD II	LEGISLATIVE ASSISTANT-NC
CAPITAL PROJECTS COORD III	LICENSED VOCATIONAL NURSE
CAPITAL PROJECTS COORD IV	LICENSED VOCATIONAL NURSE-NC
COMMUNITY PROGRAM SPCLST I	MANAGEMENT ANALYST-NC
COMMUNITY PROGRAM SPCLST II	MARKET PLANNING ASSISTANT
COMMUNITY PROGRAM SPCLST III	MEDICAL SOCIAL WORKER I
COMMUNITY PROGRAM SPCLST IV	MEDICAL SOCIAL WORKER II
COMMUNITY PROGRAM SPCLST V	MEDICAL SOCIAL WORKER I-NC
CONTRACT COMPLIANCE ANALYST I	MICROBIOLOGIST
CONTRACT COMPLIANCE ANALYST II	MICROBIOLOGIST I
CONTRACT COMPLIANCE ANALYST IV	MICROBIOLOGIST II
CONTRCT COMPLIANCE ANALYST III	MICROBIOLOGIST SUPERVISOR
COUNSELOR I	MICROBIOLOGIST-NC
COUNSELOR II	MUSICIAN-NC
CRIMINALIST II-MISC	NURSE PRACTITIONER
CRIMINALIST I-MISC	NURSE PRACTITIONER-NC
CURATOR	OFFICE AUTOMATION ANALYST I
DEVELOPMENT PROJECT MGR I	OFFICE AUTOMATION ANALYST II
DEVELOPMENT PROJECT MGR II	OFFICE AUTOMATION ANALYST III
DEVELOPMENT PROJECT MGR III	OFFICE AUTOMATION ANALYST I-NC
DIVERSION PROGRAM COORDINATOR	OFFICE AUTOMATION ANALYST IV
ECONOMIC DEVELOPMENT SPEC I	OFFICE SYSTEMS ANALYST III
ECONOMIC DEVELOPMENT SPEC II	OFFICE SYSTEMS ANALYST IV
ECONOMIC DEVELOPMENT SPEC III	PARK NATURALIST
EMERGENCY MED EDUCATION COORD	PERSONNEL ANALYST I
EMERGENCY MEDICAL EDUCATOR	PERSONNEL ANALYST II

PERSONNEL ANALYST III
PHYSICIAN ASSISTANT
PLANNER I
PLANNER II
PLANNER III
PLANNER III-NC
PLANNER II-NC
PLANNER I-NC
PLANNER IV
PLANNER V
PLANNING AIDE
PLANNING AIDE-NC
POLYGRAPH EXAMINER-MISC
PORT COMMERCIAL APPRAISER
PORT COMMUNICATIONS SPCLST III
PORT COMMUNICATIONS SPECLST IV
PORT COMMUNICATIONS SPECLST V
PORT FINANCIAL ANALYST I
PORT FINANCIAL ANALYST II
PORT FINANCIAL ANALYST III
PORT LEASING SALES OFFICER I
PORT LEASING SALES OFFICER II
PORT PLANNER I
PORT PLANNER II
PORT PLANNER III
PORT PLANNER IV
PORT PLANNER V
PROGRAMMER
PROGRAMMER/ANALYST I
PROGRAMMER/ANALYST II
PROGRAMMER/ANALYST III
PROJECT BUDGET ANALYST I
PROJECT BUDGET ANALYST II
PROJECT BUDGET ANALYST III
PUBLIC AFFAIRS ASSISTANT
PUBLIC HEALTH NURSE I
PUBLIC HEALTH NURSE II
PUBLIC HEALTH NURSE III
PUBLIC HEALTH NURSE-NC
PUBLIC HEALTH NUTRITIONIST I
PUBLIC HEALTH NUTRITIONIST II
PUBLIC HEALTH NUTRITIONIST III
PUBLIC HEALTH PHYSICIAN
PUBLIC HEALTH PHYSICIAN-NC
PUBLIC HEALTH PROFESSIONAL-NC
REAL ESTATE PROJECT COORD I

REAL ESTATE PROJECT COORD II
REAL ESTATE PROJECT COORD III
RECYCLING SPECIALIST I
RECYCLING SPECIALIST II
REGISTERED NURSE I
REGISTERED NURSE II
REGISTERED NURSE II-NC
REGISTERED NURSE I-NC
RESEARCH ASSISTANT-WATER
SAFETY SPECIALIST I
SAFETY SPECIALIST II
SAFETY SPECIALIST III
SR. CITY CLERK ANALYST
SYSTEMS ANALYST II
SYSTEMS SUPPORT SPECLST I
SYSTEMS SUPPORT SPECLST II
SYSTEMS SUPPORT SPECLST III
SYSTEMS SUPPORT SPECLST IV
SYSTEMS SUPPORT SPECLST V
TRANSPORTATION PLANNER I
TRANSPORTATION PLANNER II
TRANSPORTATION PLANNER III
TRANSPORTATION PLANNER IV
TRANSPORTATION PROG PLANNER
WATER CONSERVATION SPECIALIST
WATER QUALITY ORGANIC CHEMIST

IAM-PROFESSIONAL-SUPV

AQUATICS SUPERVISOR I
AQUATICS SUPERVISOR II
BAND CONDUCTOR-NC
BUSINESS SYSTEMS SPECLST IV
BUSINESS SYSTEMS SPECLST IV-U
BUSINESS SYSTEMS SPECLST V
BUSINESS SYSTEMS SPECLST VI
BUSINESS SYSTEMS SPECLST VII
BUSINESS SYSTEMS SPECLST VII-U
BUSINESS SYSTEMS SPECLST VI-U
BUSINESS SYSTEMS SPECLST V-U
BUYER II
COMMUNICATION SPECLST IV
COMMUNICATION SPECLST V
COMMUNICATION SPECLST VI
COMMUNICATION SPECLST VII
COMMUNICATIONS OFFICER
COMMUNITY SERVICES SUPERVISOR

CULTURAL PROGRAM SUPERVISOR
EPIDEMIOLOGIST-SUPERVISOR
FINANCIAL RPRTNG/CONTROLS OFF
LEGAL ASSISTANT-SUPERVISOR
LEGAL SYSTEMS SUPPORT SPECLST
LEGAL TECHNOLOGIST-PROSECUTOR
LEGAL TECHNOLOGIST-PROS-NC
MARKET RESEARCH ECONOMIST
MARKETING MANAGER
MICROBIOLOGIST III
OFFICE SYSTEMS ANALYST I
OFFICE SYSTEMS ANALYST II
PORT LEASING SALES OFFICER III
PORT LEASING SALES OFFICER IV
PORT LEASING SALES OFFICER V
PORT RISK MANAGER I
PORT RISK MANAGER II
PROGRAMMER/ANALYST IV
PROGRAMMER/ANALYST V
PROGRAMMER/ANALYST VI
PUBLIC HEALTH NURSE SUPERVISOR
PUBLIC HLTH PROFESSIONAL I
PUBLIC HLTH PROFESSIONAL II
PUBLIC HLTH PROFESSIONAL III
SENIOR ACCOUNTANT
SENIOR BUYER
SENIOR LIBRARIAN
SENIOR PORT LEASING OFFICER
SENIOR PROSECUTOR ASST
SUPERVISING PROSECUTOR ASST
SYSTEMS SUPPORT SPECLST VI
SYSTEMS SUPPORT SPECLST VII
SYSTEMS TECHNICIAN IV
TRAFFIC MANAGER
VISUAL ARTS SPECIALIST I
VISUAL ARTS SPECIALIST II
WORKFORCE DEVELOPMENT SUPV I

IAM-PROTECTION-BASIC

AMBULANCE OPERATOR
AMBULANCE OPERATOR-NC
ANIMAL CONTROL OFFICER I
ANIMAL CONTROL OFFICER II
ANIMAL CONTROL OFFICER I-NC
DETENTION OFFICER I
INSTITUTIONAL COOK

INSTITUTIONAL COOK-NC
PARKING CONTROL CHECKER I
PARKING CONTROL CHECKER II
PARKING CONTROL CHECKER I-NC
POLICE CADET-NC
POLICE SERVICES SPECLST I
POLICE SERVICES SPECLST II
POLICE SERVICES SPECLST III
PROTECTION AIDE
PUBLIC SAFETY DISP II-NC
PUBLIC SAFETY DISP I-NC
PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II
PUBLIC SAFETY DISPATCHER III
PUBLIC SAFETY TELECOMMNCTR I
PUBLIC SAFETY TELECOMMNCTR II
PUBLIC SAFETY TELECOMMNCTR III
SCHOOL GUARD
SPCL SVCS OFFICER II-NC -ARMED
SPECIAL SERVICES OFFICER I
SPECIAL SERVICES OFFICER II
SPECIAL SERVICES OFFICER III
SPECIAL SERVICES OFFICER II-NC
SPECIAL SERVICES OFFICER I-NC
SPECIAL SVCS OFFICER III-ARMED

IAM-PROTECTION-SUPV

ANIMAL CONTROL OFFICER III
ANIMAL SVCS OPERATIONS SUPV
CHIEF PORT SECURITY OFFICER
COMMUNICATIONS CENTER COORD
COMMUNICATIONS CENTER SUPVR
CRIMINALIST III-MISC
CRIMINALIST IV-MISC
CRIMINALIST SUPERVISOR
DETENTION OFFICER II
EMERGENCY COMMNCTNS SUPV I
EMERGENCY COMMNCTNS SUPV II
HAZARDOUS MATERIALS SPEC II
PARKING CONTROL SUPERVISOR
PUBLIC SAFETY DISPATCHER IV
SENIOR ANIMAL CONTROL OFFICER
SPECIAL SERVICES OFFICER V
SPECIAL SVCS OFFICER IV
SPECIAL SVCS OFFICER IV-ARMED
SPECIAL SVCS OFFICER V-ARMED

VETERINARIAN

IAM-REFUSE-SUPV
REFUSE FIELD INVESTIGATOR
REFUSE SUPERVISOR

APPENDIX B

PAY RATE SCHEDULE

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

APPENDIX C
PER DIEM SKILL PAYS (GENERAL)

Classification		Skill	Rate
1	Animal Control Officer II	When regularly assigned to and performing the duties of Sr Animal Control Officer. May not be combined with Higher Class Pay.	\$6.00/per diem
2	Clerk Typist III	Employees of the Police in the Records Section when regularly assigned to and performing the duties of the Records Supervisor during the supervisor's regular days off.	\$6.40/per diem
3	Planner I – III; Planning Aide Asst Planner I - II	When assigned to work the Development Service Counter and performing over the counter plan checking.	\$5.60/per diem
4	Public Safety Dispatcher IV	When regularly assigned to and performing the duties of a Communications Center Supervisor during the Communications Center Supervisor's regularly scheduled days off. This skill pay may not be combined with Higher Class Pay.	\$7.50/per diem
5	School Guard	When assigned as School Guard Trainer.	\$3.10/per diem
6	Special Services Officer II	When assigned to and performing as School Guard Supervisor.	\$4.00/per diem
7	Special Services Officer III	When regularly assigned to the Police Department Marine Patrol and performing the duties of a Security Officer IV during the Security Officer IV's regularly scheduled days off. This skill pay may not be combined with Higher Class Pay.	4.54/per diem

APPENDIX C
HOURLY SKILL PAYS (GENERAL)

Classification	Skill	Rate
1	Clerk Typist I - III	\$0.300
2	Customer Service Rep II	\$0.472
3	Customer Service Rep III	\$1.000
4	Customer Service Rep III	\$0.586
5	Community Worker I; Medical Social Worker II; Nutrition Aide; Nutrition Aide I – II; Public Health Nurse; Public Health Nurse I – II; Public Health Nutritionist I; Registered Nurse I – II;	\$0.633
6	Special Services Officer II	\$0.433
7	Non-management classifications in the current Salary Resolution represented by the IAM.	\$1.200
8	Payroll/Personnel Asst III	\$1.157
9	Special Services Officer I - V	\$2.500

APPENDIX C
HOURLY SKILL PAYS (GENERAL)

Classification	Skill	Rate
10	Special Services Officer I	When regularly assigned and performing in the Police Dept Traffic Division (T-4/1/01).
11	Environmental Health Spec III - IV	When possessing a University of Southern California Foundation for Cross Connection Control and Hydraulic Research certificate as a Specialist in Cross Connection Control or equivalent.
12	Public Safety Dispatcher I; Public Safety Dispatcher II; Public Safety Dispatcher III; Public Safety Dispatcher IV; Communications Center Supervisor; Communications Center Coordinator	Compensation to employees routinely and consistently assigned to train on the operation of telephone lines for both the Police and Fire Department dispatch.
13	Public Safety Dispatcher I; Public Safety Dispatcher II; Public Safety Dispatcher III; Public Safety Dispatcher IV; Communications Center Supervisor; Communications Center Coordinator	Compensation to employees routinely and consistently assigned to train on the operation of radio communications for both the Police and Fire Department dispatch.
14	Public Safety Dispatcher I; Public Safety Dispatcher II; Public Safety Dispatcher III; Public Safety Dispatcher IV; Communications Center Supervisor; Communications Center Coordinator	Compensation to employees who complete the Public Safety Dispatcher dual (Police & Fire) telephone certification program.

APPENDIX C
HOURLY SKILL PAYS (GENERAL)

Classification	Skill	Rate	
15	Public Safety Dispatcher I; Public Safety Dispatcher II; Public Safety Dispatcher III; Public Safety Dispatcher IV; Communications Center Supervisor; Communications Center Coordinator	Compensation to employees who complete the Public Safety Dispatcher dual (Police & Fire) telephone and the dual (Police & Fire) radio certification program.	\$4.000
16	Park Ranger I; Park Ranger II; Special Services Officer I; Special Services Officer II; Special Services Officer III; Special Services Officer IV; Special Services Officer V	When assigned by the Department Head to train new personnel as part of a structured training plan.	\$2.250
17	Special Services Officer I; Special Services Officer II; Special Services Officer III; Special Services Officer IV; Special Services Officer V;	When assigned to patrol within the Airport, Marine Patrol or Long Beach City College (LBCC)	\$1.500
18	Clerk Typist I; Clerk Typist II; Clerk Typist III; Payroll/Personnel Asst I; Payroll/Personnel Asst III; Payroll/Personnel Asst III	When regularly performing Payroll/Personnel Asst duties for the Police Department (May not be used in conjunction with skill pay 563.)	\$0.700
19	Police Property & Sply Clrk I; Police Property & Sply Clrk II	When regularly assigned and performing lead work.	\$1.500

APPENDIX C
HOURLY SKILL PAYS (GENERAL)

Classification		Skill	Rate
20	Planner I; Planner II	When assigned and performing special project duties related to the development of sustainability policy, the creation of a Sustainable Development Board, and the provision of technical assistance related to environmental policy.	\$0.7000
22	Public Hlth Professional III	When regularly assigned and performing the full duties as Director of the Employee Assistance Program.	\$3.000
23	Customer Svcs Supervisor I	When regularly assigned and performing as supervisor for License Inspectors.	\$1.630
24	Supervisor- Stores and Property	When regularly assigned to the maintenance and repair of City vehicles, or as supervisor to Equipment Mechanics within the Fleet Maintenance Division, and possessing two ASE Master certifications.	\$2.200
25	Supervisor- Stores and Property	When regularly assigned to the maintenance and repair of City vehicles, or as supervisor to Equipment Mechanics within the Fleet Maintenance Division and possessing one ASE Master certification, or for Supervisor-Stores and Property when possessing ASE Parts certification.	\$1.100

APPENDIX C
HOURLY SKILL PAYS (GENERAL)

Classification	Skill	Rate
26	Clerk Supervisor; Clerk Typist I; Clerk Typist II; Clerk Typist III; Clerk Typist V	\$1.200
27	Clerk Supervisor; Clerk Typist I; Clerk Typist II; Clerk Typist III; Clerk Typist V	\$0.900
28	Clerk Supervisor; Clerk Typist I; Clerk Typist II; Clerk Typist III; Clerk Typist V	\$0.600
29	Housing Specialist	\$0.500
30	Special Services Officer I; Special Services Officer II; Special Services Officer III; Special Services Officer IV	\$1.500
	Special Services Officer III Special Services Officer IV	\$2.500
31	Park Ranger I; Park Ranger II; Supervising Park Ranger	\$2.500

APPENDIX C
SKILL PAYS (HARBOR)

Classification		Skill	Rate
1	Non-Management classification in the current Salary Resolution represented by IAM	For regular and frequent use of certified and/or written bilingual skills.	\$1.20/hr
2	Clerk Typist I; Clerk Typist II; Clerk Typist III	For regular and frequent use of certified shorthand skills	\$0.30/hr
3	Special Services Officer III; Special Services Officer IV	When certified and regularly assigned Visible Emissions Evaluation duties in the Security Division (\$1.00 for one certifications, \$2.00 for two certifications)	\$1.00/hr \$2.00/hr
4	Special Services Officer III; Special Services Officer IV	When certified and performing Visible Emissions Evaluation duties in the Security Division (\$8.00 for one certification \$16.00 for two certifications)	\$8.00/per diem \$16.00/per diem
5	Special Services Officer III	When performing as shift Supervisor	\$0.90/hr
6	Special Services Officer III	When performing as shift traffic Supervisor over traffic officers	\$0.65/hr
7	Special Services Officer III	When acting as a field training officer	\$0.856/hr
8	Special Services Officer IV	When regularly assigned as project manager for technical initiatives associated with homeland security grants.	\$3.50/hr

APPENDIX C
SKILL PAYS (HARBOR)

Classification		Skill	Rate
9	Special Services Officer I; Special Services Officer III; Special Services Officer III	Employees assigned to dispatch or CCTV	\$10.00/per diem
10	Special Services Officer I; Special Services Officer II; Special Services Officer III; Special Services Officer IV	Assignment to patrol within Harbor Department Security	\$1.50/hr
11	Supervisor of Stores and Properties	When directing materials section of Maintenance Division	\$1.00/hr

**APPENDIX C
SKILL PAYS (WATER)**

Classification	Skill	Rate
1 Clerk Typist I; Clerk Typist II; Clerk Typist III; Clerk Typist IV	For regular and frequent use of certified shorthand skills	\$0.30/hr
2 Customer Service Representative I; Customer Service Representative II; Customer Services Representative III; Water Communications Dispatcher I; Water Communications Dispatcher II; Water Communications Center Supervisor	When possessing a Grade II Department of Public Health Distribution Operator Certificate.	\$0.20/hr
	Grade III	\$0.35/hr
	Grade IV	\$0.45/hr
	Grade V	\$0.60/hr
3 Non-management classifications, in accordance with the MOU's for the CESL and the Association, assigned to a position that has been determined 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.	For use of certified oral and/or written bilingual skills.	\$1.20/hr
4 Non-management classifications	When assigned to the LBWD Emergency Response Team (ERT) upon meeting and maintaining the Membership Requirements started in the Long Beach Water Department Policy VI.2 - Section B	\$0.50/hr
5 Customer Service Representative I; Customer Service Representative II; Customer Service Representative III	When possessing a Grade I California Water Environment Association Collection System Maintenance (CWEACSM) Certificate	\$0.20/hr
	Grade II	\$0.35/hr
	Grade III	\$0.45/hr
	Grade IV	\$0.60/hr

**APPENDIX C
SKILL PAYS (WATER)**

Classification	Skill	Rate
6	Laboratory Analyst I; Laboratory Analyst II; Laboratory Analyst III; Laboratory Assistant I; Laboratory Assistant II; Laboratory Assistant III	When possessing a Grade I Department of Public Health Water Treatment Certificate
	Grade II	\$0.35/hr

APPENDIX D

IN-LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

- A. All employees on a regular/other in lieu holiday schedule will receive 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, no additional in lieu hours will resume accruing until the next pay period in which accrual balance 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 E

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021, 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.

Personal Holiday Hours	Personal Holiday Advanced (Start of year)	Personal Holiday Maximum Accrual
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 F

VACATION ACCRUAL MAXIMUM

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 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	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 F

- 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.
- 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 G

PAID PARENTAL LEAVE

The City of Long Beach proposes to implement the following paid parental leave policy effective the first full pay period of calendar year 2021:

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 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 employees 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 their 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 Resource Department forms and provide all documentation as required by the Human Resource 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 impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, the following paragraph in Article Three, Section II shall be discontinued and be removed: :

- *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 provision will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

APPENDIX H

SHORT TERM AND LONG TERM DISABILITY

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 I

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS (IAM)

A. FISCAL YEAR 2021 COST SAVINGS FURLOUGH, PARITY AND REOPENER

1. To minimize layoffs during Fiscal Year 2021, the City and IAM agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 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.
2. Permanent full time employees will be required to take two hundred and eight (208) 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 the pay period including 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 unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.
3. 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.
4. 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.
5. 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.
6. 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 pay period including 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.

7. 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.

B. LABOR COST SAVINGS RE-OPENER

1. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and LBSEA ("the parties") agree that during the period commencing September 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.
2. 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 LBSEA in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.
3. 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. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and LBSEA representative. 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.
4. 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.

C. ALTERNATIVE FURLOUGH PROGRAM

1. Management reserves the right to add additional classifications as needed based on operational necessity. The City will provide notification in the event there are additions to this list.

<u>Classification</u>	<u>Department</u>	<u>Bargaining Unit</u>	<u>Alternate</u>
Communications Center Supervisor	Disaster Prep	IAM-PROTECTION-SUPV	13 days (104 hours)
Communications Center Coordinator	Disaster Prep	IAM-PROTECTION-SUPV	13 days (104 hours)
Public Safety Dispatchers I - IV	Disaster Prep	IAM-PROTECTION-BASIC	13 days (104 hours)
Ambulance Operator	Fire	IAM-PROTECTION-BASIC	13 days (104 hours)
Port Security Systems Operator I - III	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Port Systems Security Officers I-III	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Special Services Officers I -IV	Harbor	IAM-PROTECTION-BASIC	13 days (104 hours)
Storekeeper I	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Supervisor - Stores and Property	Harbor	IAM-OFFICE & TECH SVCS-SUPV	13 days (104 hours)
Medical Assistant I - II	Health	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Nurse Practitioner	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse II	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse III	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse Supervisor	Health	IAM-PROFESSIONAL-SUPV	13 days (104 hours)
Public Health Physician	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Registered Nurse II	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Medical Assistant II	HR-Occupational Health	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Physician Assistant	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Physician	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
X-Ray Technician	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Park Ranger I	Police	IAM-PEACE OFFICER-BASIC	13 days (104 hours)
Park Ranger II	Police	IAM-PEACE OFFICER-SUPV	13 days (104 hours)
SPCL SCS OF III-ARM ARPT PC OF	Police	IAM-PEACE OFFICER-BASIC	13 days (104 hours)
SPCL SCS OF IV-ARM ARPT PC OF	Police	IAM-PEACE OFFICER-SUPV	13 days (104 hours)
Special Services Officers I - IV	Police	IAM-PROTECTION-BASIC	13 days (104 hours)
Parking Control Checker I - II	Public Works	IAM-PROTECTION-BASIC	13 days (104 hours)
Parking Control Supervisor	Public Works	IAM-PROTECTION-SUPV	13 days (104 hours)
Refuse Field Investigator	Public Works	IAM-REFUSE-SUPV	13 days (104 hours)
Refuse Supervisor	Public Works	IAM-REFUSE-SUPV	13 days (104 hours)
Special Services Officer II	Public Works	IAM-PROTECTION-BASIC	13 days (104 hours)
Laboratory Analysts I - III	Water	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Laboratory Assistant I - III	Water	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Water Quality Organic Chemist	Water	IAM-PROFESSIONAL-BASIC	13 days (104 hours)

D. FURLOUGH PARITY LANGUAGE

1. IAM agrees to 26 workdays/208 hours (approx. 10%) of unpaid furlough days in FY 2021, provided that the City agrees to a "Furlough Parity Reopener" to guarantee that all non-sworn bargaining units (excluding public safety [POA, FFA and LGA] and miscellaneous groups with a closed contract) and full-time unrepresented employees will be subject to the same total number of furlough hours (26 days = 208). This also excludes employees on an Alternate Furlough Program (contribution half (13 days = 104 hours).

2. The City and IAM agree that it is the intent of this Section regarding furloughs that all non-sworn bargaining units serve the same total number of furlough hours FY 2021 (excluding Alternative Furlough Program). Therefore, should the City reach agreement with another non-sworn bargaining unit that provides for less furlough hours than has been agreed to in this Section, or if the City is not able to reach agreement and instead imposes terms on another non-sworn bargaining unit that are less than the value of the furlough cost savings agreed to in this Section, the parties agree to re-open the MOU to discuss how to provide LBSEA members with compensation that equals the difference in furlough hours they served in comparison to other non-sworn bargaining units. This limited re-opener can be exercised by either the City or IAM.