

CITY OF LONG BEACH

R-17

DEPARTMENT OF HUMAN RESOURCES

333 West Ocean Boulevard 13th Floor • Long Beach, CA 90802

February 1, 2011

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Adopt the attached Resolution declaring impasse and authorizing implementation of the terms of the City's last, best and final offer to the Long Beach Association of Engineering Employees (LBAEE), pursuant to Government Code Section 3505.4. (Citywide)

DISCUSSION

The City's agreement with the Long Beach Association of Engineering Employees (LBAEE) expired on September 30, 2008. Since July 2008, City management representatives acting in good faith, attempted to negotiate a successor agreement with the LBAEE. City representatives and representatives of the LBAEE have had over thirty meet and confer sessions regarding changes in wages, hours and other terms and conditions of employment. After engaging in this lengthy period of bargaining, and a fair consideration of the Association's proposals, the City and the Association are at impasse in these negotiations. The City's last, best and final offer made to the LBAEE on October 6, 2010 (Attachment A) and the LBAEE's last, best and final counter proposal made to the City on October 29, 2010 are attached (Attachment B).

Government Code section 3505.4 authorizes the City to implement terms of its last, best, and final offer. Section 3504.4 provides:

If after meeting and conferring in good faith, an impasse has been reached between the public agency and the recognized employee organization, and impasse procedures, where applicable, have been exhausted, a public agency that is not required to proceed to interest arbitration may implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law.

The City Council's adoption of the attached Resolution authorizes the implementation of the terms of the City's last, best, and final offer of October 6, 2010. The adoption of the Resolution will not and cannot establish a new Memorandum of Understanding, but will change some of the terms and conditions of employment under which the parties are currently operating.

This matter was reviewed by Deputy City Attorney Christina L. Checel on January 12, 2011 and Budget Management Officer Victoria Bell on January 6, 2011.

TIMING CONSIDERATIONS

City Council action is requested on February 1, 2011 to ensure implementation of the terms of the City's last, best, and final offer.

FISCAL IMPACT

There is no immediate fiscal impact associated with the City's last, best and final offer. If and when new hires join the LBAEE, there will be savings to the City from the new terms presented in this last, best and final offer.

SUGGESTED ACTION:

Approve recommendation.

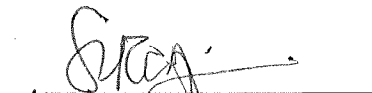
Respectfully submitted,



DEBORAH R. MILLS
DIRECTOR OF HUMAN RESOURCES

DRM:tb

APPROVED:



PATRICK H. WEST
CITY MANAGER

Attachment A – City's Last, Best & Final Offer
Attachment B – LBAEE's Last, Best & Final Proposal
Resolution

ATTACHMENT A

CITY OF LONG BEACH
LAST BEST AND FINAL
PROPOSAL

**CITY OF LONG BEACH
LAST, BEST AND FINAL OFFER TO
LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES
OCTOBER 6, 2010**

- Three year agreement retroactive to October 1, 2008
(Term of agreement October 1, 2008 through September 30, 2011)
- No salary adjustments
- Reduce CalPERS pension formula to 2% at 60, 36 month final comp
for new hires (when mutually agreed to by other groups)
- New hires from outside the City will pay entire member contribution
(after Council approves Resolution to revise the EPMC amount)

ATTACHMENT B

LBAEE
LAST BEST AND
FINAL PROPOSAL

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

OCTOBER 1, 2008 TO SEPTEMBER 30, 2012

The Specific Proposed Language Disputed by the City is Underlined.

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I – Parties of Memorandum of Understanding

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

Section II – Recognition

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

Section III – Purpose

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

Section IV – Nondiscrimination

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

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

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for Association dues and benefit program premiums shall be certified to the City by the designated Association official. For such purposes, effective July 1, 2006, the City shall charge the Association for each employee five and one-half cents (\$.055) per deduction for Association dues and five and one-half cents (\$.055) per deduction for all other deductions. The deductions shall be made twice a month.

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

B. Association Representatives

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

C. Notification of Job Classification Changes

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

D. Notification of Changes in Work Rules

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

E. Representational Time-Off

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

Each fiscal year, the Association shall receive a bank of 1000 hours to be used for general Association business. Upon request the Association shall provide the Director with a monthly accounting of how this time is being used, listing: name, department, date, and work hours used, rounded off to 12-minute increments. Unused time shall be carried over to future fiscal years . Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

The City will provide the Association two (2) parking permits/passes for the Lincoln Parking Garage for the purpose of efficiently conducting Association business in the Civic Center area.

F. Bulletin Boards

A reasonable number of bulletin boards will be provided upon which the Association may post notices of official Association 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 Association-identified paper and a copy sent to the Director. No department shall arbitrarily remove said posting without consent of the Association (except for dated material). In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official. 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.

G. Work Access and Distribution of Notices

1. Authorized Association staff, (Association Officers, Shop Stewards, and Site Representatives) pursuant to Article I Section V-B) shall be given access to work locations and the City's e-mail system during working hours to conduct Association grievances, to conduct investigations, to observe working conditions, and to disseminate information to the membership, so long as it is not unreasonably disruptive of normal working processes. Upon request the Association representative(s) desiring

access to a work location shall state the purpose of his/her 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. 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. Management may deny access if it feels it will unreasonably interfere with work.

2. Upon request the Association shall give to all department heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list.

3. In addition, the Association's Designated Business Representative or authorized Association representative(s) may have access to conference rooms and/or City facilities with seventy-two (72) hours advanced 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.

4. Association distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises must be furnished to management upon request.

The City will provide notification of new employee orientations to the Association as far in advance as possible but not less than ten (10) working days. The Association may set up an "information table" and meet with new LBAEE represented employees at the end of the new employee orientations to provide information.

H. Representational Information

1. A monthly electronic report (Microsoft Excel spreadsheet) which shall list the following information for each employee:

Name, phone number, occupation code and title, Association membership dues amount, department and 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 deductions. The City shall provide the Association, at their request, two additional runs of this listing (hardcopy) and electronic report in any fiscal year.

2. A bi-weekly listing (electronic report - Microsoft Excel spreadsheet) of dues and all other deductions.

3. An annual report, which averages the hourly rate (including skill pay) for dues-paying Association represented employees on August 31 of each year, will be provided in an electronic report (Microsoft Excel spreadsheet) no later than September 30 of each year

Section VI – City Obligations and Responsibilities

A. City Obligations

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

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

Such notification will be given before a decision to contract out is made; and the Association will have an opportunity to comment prior to a determination by the City to enter into contracting arrangements.

B. Definition of City Obligations

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

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

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

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Per Government Code section 3505, meet and good faith means that a public agency, or such representatives as it may designate, representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue reasonable period of time in order to exchange freely information, opinions, proposals, and to endeavor to reach agreement on matters within the representation. Nothing provided herein shall prevent the City from implementing any regulations provided it has met with the Association as required by law. Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII – Peaceful Performance of City Services

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

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

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

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

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

ARTICLE TWO

SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

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

10/1/08	0%
10/1/09	0%
10/1/10	0%
10/1/11	0%

C. Additional Compensation

1. Classification and Compensation Study

The City and the Association agree to conduct and implement a classification and compensation study by 2/1/12, as a component of the compensation adjustments for Association represented employees over the life of the current agreement. The goal of the study is to:

a. Review the current LBAEE classification specifications/descriptions and pay structure and propose revisions that provide fair and rational internal and external relationships.

b. Identify the median pay of those same classifications within the agreed upon comparable organizations defined in The Classification and Compensation Study Letter of Understanding included in Appendix D.

c. A joint job evaluation/compensation committee will be established to oversee the Study and develop a plan to apply the negotiated increases for classification specific salary adjustments to all classifications determined to be below the median and work to bring as many classifications as possible to the median pay of the comparable organizations within the negotiated parameters over the life of the agreement. The

Classification and Compensation Study Letter of Understanding included in Appendix D provides further detail on conducting and implementing the Classification and Compensation Study.

2. Classification and Compensation Study Equity Adjustments

6/01/2012 – Bring any LBAEE classifications identified in Appendix A to within 10% below the median as provided for in Article Two, Section I. C. 2. when it is determined that the pay of any LBAEE job classification, is greater than 10% below the median pay of the comparables.

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

D. Gain Sharing

The City and the Association agree that much of the economic package that the parties agreed to during the negotiation process was based upon a joint commitment to identify and realize cost savings and improved efficiencies in the City's operations that would result in lower costs. The parties hereby agree to develop joint labor-management Department teams tasked with developing strategies to lower costs and improve efficiencies of City operations. A Citywide Oversight Committee lead by the City Manager or his designee will track and measure savings. The Oversight Committee will be made up of three departmental managers appointed by the City Manager and three Association representatives appointed by the LBAEE. The Committee will hear and/or generate ideas with gain sharing potential. Savings will be shared with employees on a 50/50 basis after the savings have been realized and in a manner agreed upon by the Oversight Committee. Improvements or changes already under consideration and disclosed by Management will not be included as part of the Gain Sharing effort. The Departmental teams and Oversight Committee will be implemented by October 1, 2011.

C. Step Advancement/Performance System

1. Performance Increases

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

2. Step Advancement

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

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

3. Performance System

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

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

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

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

4. Appeal Process

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

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

- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

The City shall contribute \$75 each month for deferred compensation for the LBAEE classifications identified in Appendix A. – Parity with Confidential Employees who received this benefit and a salary increase.

Section II – Overtime

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

(40.00 straight time hours x 1 ½ = 60)
- D. Employees who work overtime between midnight and the start of their regular day shift shall be compensated at the double time rate for such hours worked. Provided, however, employees who work two (2) hours or less prior to the start of their regular shift shall not receive the double time rate.
- E. Employees who work eight (8) hours or more immediately prior to his/her regular work shift will be paid at the double time rate for those hours worked on the regular shift immediately following the shift worked.

- F. Employees who work on Sunday, not as part of their regular work schedule, shall be compensated at the double time rate for such hours worked.

Section III – Skill Pay

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

Section IV – Night Shift Differential

Night shift differential shall be compensated at \$1.25 per hour.

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

- A. The employee works ½ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or
- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a "split shift." Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section V – Higher Classification Pay

Each employee who is required to perform a range of duties in a vacant, higher classification, up to and including division manager, shall be paid at the lowest step of the higher classification or five percent (5%) more than the current hourly rate of that employee, whichever is higher. Higher classification pay shall be compensated providing the following conditions are met:

1. After ratification of this agreement by the City Council, a qualification period will no longer be required.
2. The higher-level duties performed must be those of a position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.

3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by the appointing authority or designee. Each temporary appointment may be terminated at any time, but in no event shall the temporary appointment continue beyond one hundred eighty (180) calendar days.

Section VI – Mileage Reimbursement

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.
- B. Routine transportation to after-hours meetings and similar work-related functions may be provided by the employee, and expenses incurred in this context shall be reimbursed at the current Internal Revenue Service (IRS) mileage reimbursement rate.
- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.
- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized but not required to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.12 per mile for each mile incurred on City business.
- E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, shall be authorized but not required to utilize his or her personal vehicle for the performance of official duties and shall be reimbursed at the designated rate per mile for mileage incurred on City business. The City shall indemnify the employee and his/her personal vehicle while he/she is conducting official City business.

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

Section VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must conduct City business to qualify for call back pay.

Employees that are able to take action to resolve an after-hours situation via phone or other electronic means without reporting to duty shall receive one (1) hour minimum at time and one-half or the actual time worked at time and one-half, whichever is greater.

Employees who are called back to work after completion of their regular shift shall receive three (3) hours minimum at time and one-half, or travel time plus time actually worked at time and one-half, whichever is greater.

Section VIII – In-Lieu Compensation

In lieu of insurance benefits, employees in this Association working less than full-time, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked, be paid the following:

\$430.00 effective 10/1/10

\$440.00 effective 10/1/11

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

ARTICLE THREE

PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

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

Section II – Sick Leave

A. Sick Leave Credits

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

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

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

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

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

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

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

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

Said premium payment shall continue until:

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

E. Medical Certification

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

F. Sick Leave Attendance/Abuse

All parties recognize that a healthy, productive workforce is critical to providing quality service to the community. To achieve this goal, a one-year pilot sick leave incentive program will be implemented by the end of calendar year 2010, and a work group comprised of management and Association representatives will be formed to address and resolve current sick leave abuse and attendance issues.

The work group will conduct a collaborative assessment of current sick leave abuse practices, study best practice approaches used in other agencies and make recommendations for effective strategies and consistent approaches that encourage positive attendance and avoid unplanned absences.

Section III – Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed three (3) working days/shifts and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where the death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

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

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

Section IV – Holidays

A. Holidays

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

- B. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the state or City Council mandates a Cesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.
- C. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
- D. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
- E. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
- G. LBAEE classifications identified in Appendix A working less than full-time shall be eligible to accrue personal holiday leave at the rate of 2.0 hours for every 174 hours of regular paid hours.

Section V – Jury Service

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

Section VI – Standby Pay

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

ARTICLE FOUR

BENEFITS

Section I – Health, Dental and Life Insurance

A. City Contribution:

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

Effective December 1, 2004 - \$796 per month

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

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

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

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

2. Example:

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

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

Section II – City Health Insurance Advisory Committee (HIAC) and City Deferred Compensation Advisory Committee

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

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

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

The Association shall maintain one representative on the City's Deferred Compensation Advisory Committee.

Section III – On-the-Job Death Benefit

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

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

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

Section IV – Disability/Life Insurance

- A. Short –term/Long-term Disability Benefits – Employees in the Association will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.
- B. Life Insurance – Employees in the Association will receive the same life insurance benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

C. **ARTICLE FIVE**

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement Program

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004. The City shall pay to CalPERS on behalf of each eligible employee, an amount equal to seven-eighths (7/8) of his/her eight percent (8%) individual contribution.
2. Effective July 22, 2006, the City shall contribute on behalf of each current bargaining unit member, a maximum of six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.
3. Effective January 1, 2011, the City shall contribute on behalf of each current bargaining unit member, a maximum of four-eighths (4/8) of his/her eight percent (8%) individual employee contribution.
4. Effective January 1, 2012, the City shall contribute on behalf of each current bargaining unit member, a maximum of two-eighths (2/8) of his/her eight percent (8%) individual employee contribution.

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

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

B1 .CalPERS Retirement Options

When majority of City of Long Beach miscellaneous employees agree to a change in the current California Public Employees Retirement System (CalPERS) contract, both parties agree to jointly explore and pursue new retirement options such as 2.0%@60.

C. Superfunding

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

Section II – Workers' Compensation

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

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

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

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

ARTICLE SIX

OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

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

Section II – Rest Periods

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

Section III – Personnel Files

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

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

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

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

Section IV – 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 Association 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 and the Association agree to work together to resolve any situations disrupting the workplace.

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

Section 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, an Association representative shall be permitted to attend.

Section VII – Labor/Management Meetings

It is the intent of the Long Beach Association of Engineering Employees and the City of Long Beach to hold regularly scheduled Joint Labor Management Committee meetings during the term of the current MOU. Both parties agree to use the RESOLVE process to arrive at satisfiers to issues raised during the meetings. The meetings are not to be considered as satisfying the meet and confer obligations of MMBA unless mutually agreed by both parties.

The goal is to hold meetings that are scheduled citywide every six months and at the department level every six months in such a manner that JLMC meetings are held quarterly. Dates will be established as soon as practicable following ratification of the MOU. This schedule may be deviated from by canceling a scheduled meeting if there

are no issues of interest to either party or calling an additional meeting to discuss a time sensitive issue.

Both parties will identify participants and exchange issues for the development of an agenda at least two weeks prior to a scheduled meeting date.

Section VIII – Safety Committee

The Risk Manager and City Safety Officer will meet quarterly with one Association 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 Association in writing one month in advance of the meeting. Meetings will be scheduled at mutually agreeable times and locations.

Section IX – Education and Continuing Education Assistance

Employees in LBAEE classifications identified in Appendix A who are enrolled in an accredited college or university study program during off-duty hours are entitled to receive tuition reimbursement with a total maximum per fiscal year of \$800.

Employees, who are required by California law to continue taking continuing educational units, shall either be released with pay during work 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 not be unreasonable in its decision. The employees must provide management with the available continuing education programs and attempt to schedule classes that meet the needs of both parties.

Section X – Training Program

The City and the Association 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 Association members. The City will work with the Association 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 – Unclassified Termination of 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 to discuss the reason for the termination unless the termination is due to the end of 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 break 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 9/80 work schedule shall be defined as working eight (8) nine (9) hour days and one (1) eight (8) hour day in a two-week pay period, plus one-hour lunch during each work shift, totaling forty (40) hours in each FLSA work week. The designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of the employee's eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority if it is determined to be operationally advantageous. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

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 overtime pay.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

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

Section II – Grievance Presentation

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

Section III – Grievance Forms

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

- a. Identifies the aggrieved;

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

Section IV – Time Off For Processing Grievances

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

Section V – Cost of Witnesses at Grievance/Arbitration

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

Section VI – Number of Witnesses at Arbitration

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

Section VII – Extension of Time Limits

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

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

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

Section VIII – Informal Procedure

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

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

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

Section IX – Formal Procedure

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

Step One – First Level Division/Bureau Head

- A. Within 10 working days of the occurrence or knowledge of the matter, which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Association, group of employees, or employee may file a formal written

grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau Head.

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

Step Two – Department Head

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

(Deleted Language)

Step Three – Director of Human Resources /Designee

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

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

(Deleted Language)

Step Four – City Manager

- A. Within 10 working days of the response from the third level, the grievant(s), if dissatisfied, may submit to the City Manager copy of the third step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).

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

(Deleted Language)

Step Five – Arbitration

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

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

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
2. Upon receipt of the panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making a stenographic record shall be borne equally;

8. Seventy-five percent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported;
9. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;
10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement;
11. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be non-binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

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

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

Section II – Support of Agreement

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

Section III – Separability

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

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

Section IV – Ratification and Implementation

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

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

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

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

Section V – Term and Renegotiation

The term of this MOU shall commence on October 1, 2008, and shall remain in effect through September 30, 2012 . All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2012 to May 15, 2012, 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 _____, 2010 .

THE LONG BEACH ASSOCIATION OF
ENGINEERING EMPLOYEES

CITY OF LONG BEACH

DAVE VASQUEZ
President

PATRICK H. WEST
City Manager

RON BRISSON
Vice President

DEBBIE MILLS
Director of Human Resources

MIKE ZUKOSKI
Negotiator

KEN WALKER
Personnel Operations Manager

ROD WILLIAMS
Negotiator

MARK CHRISTOFFELS
Negotiator

ED CAPALARAN
Negotiator

DOUG THIESSEN
Negotiator

RUSS CAVENESS Negotiator

ROBERT C. CHENG
Negotiator

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

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

APPENDIX B

PAY RATE SCHEDULE

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

As part of employee compensation equity adjustments will be made on the dates indicated:

1. On January 1, 2011 classifications represented by the LBAEE and listed in appendix A will receive an equity adjustment of 2%.
2. On January 1, 2012 classifications represented by the LBAEE and listed in appendix A will receive an equity adjustment of 2%.

APPENDIX C

Note: Many Rates in Appendix C are the same as the IAM Unit because there is job and duty overlap. The Rates in Green are adjustments to Skill Pays unique to LBAEE.

SKILL PAY

At no time shall skill pay compensation to the Association exceed 3% of the total Association compensation.

EFFECTIVE DATE: October 1, 2008

	Classification	Skill	Additional Compensation
1.	All Non-management classifications represented by the LBAEE and listed in appendix A	For regular and frequent use of certified oral and/or written bilingual skills	<u>\$0.70/hr or \$5.60 per diem</u>
2.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing certifications or valid deputy inspector cards issued by the City or an industry recognized organization approved by the City Building Official, Department Director, or Fire Marshal. (For example but not limited to: ICC, NFA, NFPA, OSHA, AWWA, API, PMP, LEED, etc.) Up to a maximum of 10% for four certifications.</u>	<u>\$0.75/hr for one specialty certification</u> <u>\$1.00/hr for two specialty certifications</u> <u>\$1.25/hr for three specialty certifications</u> <u>\$1.50/hr for four specialty certifications</u>
3.	All Non-management classifications represented by the LBAEE and listed in appendix A	Counter plan checking	\$6.40 per diem

4.	<u>All Non-management classifications represented by the LBAEE and listed in</u>	<u>When possessing a California Water Environment Association</u>	<u>\$0.20/hr one for one Grade I certification</u>
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	<u>appendix A</u>	<u>Collection System Maintenance (CWEACSM) certificate</u>	<u>\$0.35/hr for one Grade II certification</u> <u>\$0.45/hr for one Grade III certification</u> <u>\$0.60/hr for one Grade IV certification</u>
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5.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>A NACE (National Association of Corrosion Engineers)/ Western States Fundamental Corrosion Course certification;</u>	<u>\$0.40/hr of base pay for Basic Level Certification</u> <u>\$0.80/hr for Tester Level Certification</u> <u>\$1.20/hr of base pay for Technician Level Certification</u> <u>\$1.60/hr of base pay for Technologist Level Certification</u>
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6.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing an American Welding Society Certificate for welding inspections; or a Gas Pipeline Welding Inspections Certification from a gas pipeline industry recognized agency; or a Fusion Trainer/Inspector Certification from a gas pipeline industry recognized agency; or a Pressure Control Certification from a gas pipeline recognized agency. Up to a maximum of 10% for four certifications.</u>	<u>\$0.60/hr for one specialty certification</u> <u>\$0.80/hr for two specialty certifications</u> <u>\$1.20/hr for three specialty certifications</u> <u>\$1.60/hr for four specialty certifications</u>
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	Classification	Skill	Additional Compensation
7.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When performing work on ladders, mechanical devices, etc. placing employees at heights in excess of 40 feet.</u>	<u>\$4.00 per diem</u>
8.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing the classification-appropriate City of Long Beach Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan certification for advanced level.</u>	<u>\$1.75/hr</u>
9.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When performing supervisory duties and it is not required by the job specification.</u>	<u>\$0.90/hr</u>
10.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing a California Structural Engineers license and it is not required by the job specification</u>	<u>\$1.60/hr</u>
118	Plan Checker	When appropriately certified in the discipline of plumbing, mechanical or electrical inspection and assigned to perform as a Plan Checker	<u>\$0.80/hr</u>

	Classification	Skill	Additional Compensation
12.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing a valid California EIT, LSIT, Professional Engineers or Land Surveyors license and it is not required by the job specification</u>	<u>\$1.60/hr</u>

	Classification	Skill	Additional Compensation
13.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing a second California Professional Engineers license and it is not required by the job specification</u>	<u>\$1.20 /hr</u>
14.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing a Degree from an accredited institution and it is not required by the job specification. This Skill Pay for Degrees may not be combined.</u>	<u>\$0.40/hr an Associate Degree</u> <u>\$0.80/hr for a Bachelors Degree</u>
15.	<u>All Non-management classifications represented by the LBAEE and listed in appendix A</u>	<u>When possessing CAD and GIS certifications and routinely using both CAD and GIS software and having proficiency in both is not required by the job specification.</u>	<u>\$0.90/hr</u>

1 RESOLUTION NO.
2

3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH DECLARING IMPASSE AND
5 AUTHORIZING IMPLEMENTATION OF THE TERMS OF
6 THE CITY'S LAST, BEST AND FINAL OFFER TO THE
7 LONG BEACH ASSOCIATION OF ENGINEERING
8 EMPLOYEES (LBAEE), PURSUANT TO GOVERNMENT
9 CODE SECTION 3505.4
10

11 WHEREAS, the City of Long Beach and the Long Beach Association of
12 Engineering Employees ("LBAEE") have a Memorandum of Understanding ("MOU")
13 governing the wages, hours and terms and conditions of employment for members of the
14 LBAEE bargaining unit; and

15 WHEREAS, the MOU expired on September 30, 2008; and

16 WHEREAS, the City is required by the Meyers-Milias-Brown Act
17 (Government Code Section 3500, et seq.), to meet and confer in good faith with the
18 LBAEE regarding wages, hours, and other terms and conditions of employment; and

19 WHEREAS, the City's negotiation team representatives began meeting and
20 conferring with the LBAEE in July 2008 in an attempt to negotiate a successor MOU and
21 did so in good faith; and

22 WHEREAS, the representatives of the City and the LBAEE have negotiated
23 for a reasonable period on matters with the scope of representation but have not reached
24 agreement on several issues of substantial interest to the parties; and

25 WHEREAS, on October 6, 2010, the City's designated negotiations
26 representatives presented the City's last, best, and final offer to the LBAEE; and

27 WHEREAS, on October 29, 2010, the LBAEE rejected the City's last, best,
28 and final offer and presented their counterproposal to the City's designated negotiation

1 team representatives; and

2 WHEREAS, the City's designated representatives advised the LBAEE that
3 the LBAEE's counterproposal was unacceptable as it had previously presented its last,
4 best, and final offer to the LBAEE; and

5 WHEREAS, the City Council finds and declares that the City of Long Beach
6 and the Long Beach Association of Engineering Employees are at impasse in these
7 negotiations; and

8 WHEREAS, the City Council of the City of Long Beach is vested by law with
9 the responsibility for making a final determination regarding wages, hours and other
10 terms and conditions of employment for employees of the City and the City Council is
11 desirous of making such final determination and resolving the impasse; and

12 WHEREAS, the City Manager has advised the City Council that the
13 implementation of the City's last, best, and final offer may be challenged through legal or
14 administrative proceedings; and

15 WHEREAS, if any of the terms of the City's last, best, and final offer, or the
16 application of any provision of said last, best, and final offer to any person or group, are
17 enjoined, stayed, restrained or suspended in any legal or administrative proceeding, then
18 said provision(s) of the last, best, and final offer adopted by this Resolution shall be
19 deemed immediately, automatically and completely suspended and of no further force
20 and effect for any purpose, until such point as the matter is fully and finally adjudicated.

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

23 Section 1. The City Council finds and declares that in accordance with
24 the Meyers-Milias-Brown Act, the City has met and negotiated in good faith with the
25 LBAEE for a reasonable period on matters within the scope of representation.

26 Section 2. The City Council finds and declares that the City presented
27 the Long Beach Association of Engineering Employees with the City's last, best, and final
28 offer.

1 Section 3. The City Council finds and declares that the Long Beach
2 Association of Engineering Employees rejected the City's last, best, and final offer.

3 Section 4. The City Council finds and declares that the City and the Long
4 Beach Association of Engineering Employees are at impasse in these negotiations.

5 Section 5. That the terms of the City's last, best, and final offer to the
6 Long Beach Association of Engineering Employees are hereby approved and adopted
7 insofar as these terms alter the terms of the previous MOU. To the extent that the last,
8 best, and final offer does not alter the terms of the previous MOU, the unaltered terms
9 shall remain in effect. A copy of said last, best, and final offer is attached to this
10 Resolution labeled Attachment "A" and is hereby incorporated herein by this reference as
11 a part of this Resolution.

12 Section 6. The City Manager is hereby authorized to implement all
13 matters contained in and prescribed by the City's last, best, and final offer.

14 Section 7. If any portion of the City's last, best, and final offer, approved
15 and adopted in Section 5 of this Resolution or the application of any provision of said last,
16 best, and final offer to any person or group is enjoined, stayed, restrained or suspended
17 in any legal or administrative proceeding, then said provision(s) shall be deemed
18 immediately, automatically and completely suspended and of no further force and effect
19 for any purpose until such legal and/or administrative proceeding is concluded by a final
20 adjudication including exhaustion of any and all appellate proceedings.

21 Section 8. This resolution shall take effect immediately upon its adoption
22 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 _____, 20__ by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

City Clerk

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

ATTACHMENT A

CITY OF LONG BEACH
LAST BEST AND FINAL
PROPOSAL

**CITY OF LONG BEACH
LAST, BEST AND FINAL OFFER TO
LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES
OCTOBER 6, 2010**

- Three year agreement retroactive to October 1, 2008
(Term of agreement October 1, 2008 through September 30, 2011)
- No salary adjustments
- Reduce CalPERS pension formula to 2% at 60, 36 month final comp
for new hires (when mutually agreed to by other groups)
- New hires from outside the City will pay entire member contribution
(after Council approves Resolution to revise the EPMC amount)