

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES
(LBAEE)**



OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Approved by City Council on TBD

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I – Parties 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 them self individually or appearing on their own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through 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 a Payroll Deduction Request Form, 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 sent to the City via e-mail or hard copy by the designated Association official. For Association dues deduction requests, the employee signature will not be required. 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 350 hours to be used for general Association business. The Association shall provide the Director with a monthly accounting of how this time is being used, listing: name, department, date, and work hours used, rounded off to 12-minute increments. Unused time cannot be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Bulletin Boards

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

G. Work Access and Distribution of Notices

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

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

H. Representational Information

Unless an employee notifies the City in writing that they do not want the social security number released, the City shall provide the Association with the following information:

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

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

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

I. Union Access to New Employee Orientations and Employee Information

1. Notice and Access

- a. Written Notice: The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs.

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

- c. Citywide NEOs: The Association of Engineering Employees conveyed interests to attend Department employee orientations and to be notified of Citywide NEOs. New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled bi-annually for

every other month and any Citywide NEO may be cancelled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the bi-annual schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.

- d. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.
- e. Union Access and Presentation at NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented new employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The new employees attending the NEO, including meeting with the Union shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator. At all NEOs, the Union shall limit its presentation to a general introduction to its organization, history, by-laws, benefits of membership and to answer questions from the new employees. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures or other topics that would be considered beyond

general discussion of the benefits of Union membership. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is scheduled to work and is needed by the Union to meet with new employees at a scheduled Department NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other union's presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other unions, or any other individuals.

f. Audio Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the City and Department NEO.

2. New Hire Employee Information

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

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

Section VI – City Obligations and Responsibilities

A. City Obligations

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

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.

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

B. Definition of City Obligations

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

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

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

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

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

Section VIII – Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities. The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

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

Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights. The City agrees that there shall be no general lockout of LBAEE bargaining unit members.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive, as full compensation for their 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 A 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:

1. Effective the pay period that includes April 1, 2020, bargaining unit members shall receive a three percent (3%) general wage increase.
2. Effective the pay period that includes September 30, 2021, bargaining unit members shall receive a two and one-half percent (2.5%) general wage increase.
3. Effective the pay period that includes September 30, 2022, bargaining unit members shall receive a one and a half (1.5%) general wage increase.
4. Effective the pay period that includes September 30, 2023, bargaining unit members shall receive a one percent (1%) general wage increase.

Section II – Equity Adjustment Classifications

A. Effective the first day of the pay period that includes September 30, 2021, the following classifications shall receive a one and a half percent (1.5%) equity adjustment:

- Senior Civil Engineer
- Civil Engineer
- Civil Engineering Assistant
- Civil Engineering Associate
- Geographic Info Sys Analyst II
- Geographic Info Sys Analyst III
- Chief Surveyor
- Senior Surveyor

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

- Senior Engineering Tech I
- Senior Engineering Tech II
- Engineering Tech I
- Engineering Tech II
- Surveyor
- Senior Traffic Engineer

C. Effective the first day of the pay period that includes September 30, 2022, the following classifications shall receive a one and a half percent (1.5%) equity adjustment:

- Civil Engineering Assistant
- Civil Engineering Associate
- Geographic Info Sys Analyst II
- Geographic Info Sys Analyst III
- Chief Surveyor
- Senior Surveyor

D. Effective the first day of the pay period that includes September 30, 2022, the following classifications shall receive a one percent (1.0%) equity adjustment:

- Senior Civil Engineer
- Senior Engineering Tech I
- Senior Engineering Tech II
- Engineering Tech I
- Engineering Tech II
- Senior Traffic Engineer
- Comb Bldg Inspector
- Construction Inspector I
- Construction Inspector II
- Combination Bldg Inspector Aide I
- Combination Bldg Inspector Aide II
- Deputy Chief Harbor Engineer I
- Deputy Chief Harbor Engineer II
- Deputy Fire Marshal
- Electrical Engineer
- Environmental Specialist I
- Environmental Specialist II
- Geologist I
- Geologist II
- Plan Check Fire Prevention I
- Plan Check Fire Prevention II
- Plan Check Mechanical II
- Plan Check Electrical II
- Plan Check Plumbing II
- Environmental Specialist Assoc
- Environmental Specialist Asst
- Principal Building Inspector
- Senior Combination Bldg Insp
- Chief Construction Inspector
- Principal Construction Inspector
- Petroleum Engineer I
- Petroleum Engineer II
- Permit Technician I
- Permit Technician II
- Project Scheduler I
- Project Scheduler II
- Senior Electrical Engineer
- Senior Electrical Inspector
- Senior Mechanical Inspector
- Senior Plumbing Inspector
- Senior Program Manager
- Senior Program Manager-Water
- Senior Scheduler
- Senior Structural Engineer
- Structural Engineer
- Traffic Engineer
- Traffic Engineering Assistant
- Traffic Engineering Associate I
- Traffic Engineering Associate II
- Environ Remediation I
- Environ Remediation II

E. Effective the first day of the pay period that includes September 30, 2022, the following classifications shall receive a half percent (0.5%) equity adjustment:

- Civil Engineer
- Senior Mechanical Engineer
- Mechanical Engineer
- Mechanical Engineering Assoc
- Petroleum Engineering Assoc
- Petroleum Engineering Assoc I
- Petroleum Engineering Assoc II
- Petroleum Engineering Asst
- Petroleum Engineering Tech

F. Effective the first day of the pay period that includes September 30, 2023, the following classifications shall receive a one percent (1%) equity adjustment:

- Civil Engineering Assistant
- Civil Engineering Associate
- Geographic Info Sys Analyst II
- Geographic Info Sys Analyst III
- Chief Surveyor
- Senior Surveyor
- Geographic Info Sys Supervisor

Section III – Labor Cost Savings Reopener

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

Section IV - Recruitment and Retention Study

The City and LBAEE will conduct a joint study on the recruitment and retention issues within the Bargaining Units. Upon completion, the study will be presented to the City Manager, General Manager of the Water Department, and the Executive Director of the Harbor Department so that each Appointing Authority may conduct a Labor/Management Committee to address the results of the study.

Section V – Step Advancement/Performance System

A. Performance Increases

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

B. 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 of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon their successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, their pay rate thereafter, shall, upon their successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

C. Performance System

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if they receive 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, they shall be advanced to the next successive step. They 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, they will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

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

D. Appeal Process

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

1. A complaint shall be presented 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.

2. If the employee is dissatisfied with the results of the supervisor's response, they 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.)
3. 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.
4. If the matter is submitted to the Director of Human Resources, they 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.
5. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
6. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

Section VI – Overtime & Compensatory Time

A. Overtime

1. FLSA Overtime
 - a. FLSA Overtime for all work performed in the excess of 40 hours per workweek will be paid pursuant to the FLSA or may be accrued as compensatory time off at the rate of one and one-half times for each FLSA overtime hour worked.
2. MOU Overtime

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

B. Compensatory Time Off

1. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of forty (40) hours.
2. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

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

3. Employees will be paid for all accrued CTO annually with the final pay period of each fiscal year or in the pay period immediately preceding a general salary increase. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee on the pay period prior to promotion.
4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
5. Department Heads or designees retain the sole discretion in granting the request to accrue CTO or paying it as overtime worked.
6. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
7. All banked time-off hours not taken prior to the effective date of a salary range decreases which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section VII – Skill Pay

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

Section VIII – Night Shift Differential

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

Section IX – Higher Classification Pay

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

- A. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.
- B. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.

- C. The temporary appointment to the higher classification must be approved by the appointing authority or designee.

Section X– 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.
- B. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.
- B. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at the IRS 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 four hundred and fifty dollars (\$450.00) 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 requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use their personal vehicle for the performance of official duties and will be reimbursed by the City at the Internal Revenue Service rate per mile for authorized mileage actually driven by an employee on official City business. When authorized mileage actually driven by an employee on official City business is 300 or more miles in a calendar month, said employee shall receive the Internal Revenue Service rate per mile plus an additional ten cents (\$0.10) per mile
- E. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- F. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public 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 XI – Call Back

- A. An employee shall be eligible for call-back pay when all of the following conditions are met:

1. The employee is unexpectedly ordered to return to duty because of unanticipated work requirements and does, in fact, return to work.
 2. The order to return to work is given following termination of the employee's normal shift, and their departure from their work location
 3. Such return to work occurs within more than two (2) hours prior to the established starting time of the employee's next shift.
- B. Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:
- a. Three (3) hours at rate of time and one-half (1½); or
 - b. Each hour or fraction thereof, when called back to work, from the time the employee leaves home to the time employee returns home at the rate of time and one half (1½).
- C. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before they leave home, shall receive 30 minutes of pay at the employees' regular rate of pay.
- D. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to take action to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive 15 minutes minimum at the rate of time and one-half the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours.

Section XII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$440.00, unless the employee chooses to enroll in one of the City's health plans.

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

Section XIII – Professional Certification Incentive Program

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

Section XIV – License Renewal Fees

The City shall reimburse the following classifications for License Renewal Fees upon sufficient proof of payment, when possessing a valid/current State of California Engineer and/or Surveyor License as required: Civil Engineer, Structural Engineer, Traffic Engineer, Senior Civil Engineer, Senior Structural Engineer, Senior Traffic Engineer, Mechanical Engineer, Senior Mechanical Engineer, Senior Program Manager, Civil Engineering Associate, Senior Surveyor, and Chief Surveyor.

ARTICLE THREE

PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

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

- A. Effective the first full pay period of calendar year 2021, the City will implement a maximum vacation accrual based on years of service as detailed in Appendix E.
- B. Effective January 1, 2021, new permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

Section II – Sick Leave

A. Sick Leave Accrual

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.

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

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

C. Expanded Use of Sick Leave Accruals

Effective the first pay period of calendar year 2021, the City will expand the usage of sick leave accruals as follows:

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

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

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

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee 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.

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

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

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

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

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child reaches age twenty-six (26) unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s).
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

F. Medical Certification

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

Section III – Bereavement Leave

- A. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for their absence, and with the consent of the employee's department head, in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse,

grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.

- C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
- D. Bereavement leave must be taken within 60 days of immediate family member death.
- E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
- F. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
- G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section IV – Holidays

A. List of Holidays

- 1. New Year's Day – January 1
- 2. Martin Luther King, Jr. Day – 3rd Monday in January
- 3. Washington's Birthday – 3rd Monday in February
- 4. Memorial Day – Last Monday in May
- 5. Independence Day – July 4
- 6. Labor Day – First Monday in September
- 7. Election Day – First Tuesday after November 1st – Effective January 2021
- 8. Thanksgiving – Fourth Thursday in November
- 9. Day After Thanksgiving – Friday after Thanksgiving
- 10. Christmas Day – December 25
- 11. Personal Holiday Leave – (32.0 hours)

- B. Effective the first full pay period of calendar year 2021, the City shall provide one additional City observed Holiday (first Tuesday after November 1st) to eligible permanent full-time and permanent part-time employees.
- C. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.
- D. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.

- E. Employees that start employment after the first of the calendar year will receive holidays prospectively for the remainder of the year.
- F. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.
- G. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.
- H. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.
- I. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four (4) personal holidays (32 hours). Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off. A personal holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix F.
- J. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, they shall owe the City two day's pay for the two personal holidays taken but not earned.
- K. Employees on in-lieu schedules will continue to receive 13 holidays per year (14 holidays beginning January 1, 2021). An in lieu holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix G.
- L. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 2hours 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 one dollar and fifty cents (\$1.50) per hour for each full hour of standby duty.

ARTICLE FOUR

BENEFITS

Section I – Health, Dental and Supplemental Life Insurance

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

Effective January 1, 2020 — \$1713.84 per month. Please note the maximum amounts are subject to change based on annual review of the City's Benefits package.

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

- B. Effective every January 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for the applicable coverage tier, and will not exceed the following amounts:
1. Employees with single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.
 2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.
 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family coverage), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted, or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

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

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

Section II – City Health Insurance Advisory Committee (HIAC)

The parties agree to work through the HIAC to mitigate employee benefit program cost increases during the term of this agreement. The Union shall maintain one (1) representative and an alternate representative on the City's Health Insurance Advisory Committee (HIAC). The representative(s) shall be enrolled in one of the City's health plans.

Each year the Health Insurance Advisory Committee meets monthly to review the status and solvency of the health, dental, vision 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 during the term of this agreement. Every effort shall 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 their final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the Association of the recommendations in writing, at least seven (7) calendar days before submitting them to the City Council for approval.

Section III – On-the-Job Death Benefit

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

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

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

Section IV – Supplemental Life Insurance

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

Section V – Long-Term (LTD) and Short-Term (STD) Disability Insurance

A. Short-Term Disability

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

B. Long-Term Disability

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

ARTICLE FIVE

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004.
2. Effective October 1, 2013, employees shall pay the full employee share of eight percent (8%) of their annual salary towards their individual employee contribution.
3. Effective January 26, 2013, the City shall no longer designate the Employer Paid Member Contribution (EPMC) as compensation earnable and shall not report it as such to CalPERS.

B. Public Employees' Pension Reform Act (PEPRA)

Employees hired on or after January 1, 2013, and who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 (2% @ 62) pension benefits in accordance with California Government Code section 7522 (PEPRA).

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 their regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than fourteen (14) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.

4. The injury or illness 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.

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

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

ARTICLE SIX

OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

- 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 Air Quality Management District (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 their Association representative, with written consent of the employee, shall be entitled to review all of their existing personnel folders upon request.

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

At the employee's written request, 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, they may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources unless there is some other alleged violation of the MOU within the grievance.

Section IV – Transfer/Reassignment/Change of Shifts

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

Section V – Accident Review

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

Section VI – Labor/Management Meetings

A. Purpose

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

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

B. Committee Participants

Association: President of Association, or designee and/or a maximum of two (2) employee representatives of the Association.

City: Department Level Management (i.e. Administrative Officer) and/or a maximum of two (2) designated management representatives, who are not represented by the Association.

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

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desirable. The two (2) Association representatives and the two (2) designated management representatives may be rotated every twelve (12) months.

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

C. Conduct of Meetings

Meetings shall be held as needed, but not more frequently than once a month. Additionally, the meetings shall be no more than one (1) hour in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

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

D. General Guidelines

1. It is not the intent of LMC Committees to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
2. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.
3. Topics that could lead to grievances may be discussed.
4. Alternative types of uniforms and equipment shall be addressed during these meetings.
5. Each topic shall be discussed fully, and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

6. The parties, by mutual agreement, may make recommendations on issues that have been discussed.
7. Each party shall be responsible for maintaining their own records of these meetings.

Section VII – Work Schedules/Hours of Work

A. Increments of Time Reporting.

Hours worked shall be accounted for in increments of six (6) minutes. Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

B. Work Schedule Alternatives

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

1. 5/40 Work Schedule

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

2. 9/80 Work Schedule

For employees working a 9/80, work schedule the FLSA work week shall begin exactly in the middle of their 8-hour shift on the day of the week which constitutes their alternate day off. Effective the first full pay period following approval by City Council or upon implementation of LBCOAST, the guidelines for 9/80 schedules will be as follows:

- a. The standard work schedule is five (5) days per week, eight (8) hours per day.
- b. Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.
- c. Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.

- d. A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1), eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).
- e. Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.
- f. Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
- g. 9/80 work schedules will be limited to four schedules available for non-24-hour facilities. They include:
- 1st Friday of the Pay Period as the Regular Day Off
 - 2nd Friday of the Pay Period as the Regular Day Off
 - 1st Monday of the Pay Period as the Regular Day Off
 - 2nd Monday of the Pay Period as the Regular Day Off
- h. Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9-hour work days. The other alternating Monday or Friday will be considered the eight (8)-hour work day.
- i. Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.
- j. Upon Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off. Employees may not flex time on their Regular Day Off or 8-hour day.
- k. 24-Hour or 7 Day Hour Facility Schedule
- The 24-hour 9/80 option is reserved for 24-hour facilities whose employees may flex on any days other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday or Saturday. Sunday and Monday would be 'regular' days off from work.
 - Note: A 24-hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's

regular workweek is Monday – Friday and their regular days off are Saturday and Sunday.

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

3. 4/10 Work Schedule

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

4. Other Work Schedules

Other work schedule alternatives may be approved by the City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

C. Holidays

Employees on 9/80 work schedules may be required to take an hour of qualified leave from their leave accrued leave for each holiday that falls on a 9-hour work day.

Alternatively, supervisors may give their employees the option of working an additional hour during the workweek, not the pay period, in lieu of using eligible leave time.

D. Work Schedule Approvals

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

E. Alternative Work Schedules and Premium Pay

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

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission;
 - 4. Loss of skill pay due to a change of assignment, work or duties.
- C. If an employee alleges that their rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this 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 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 their representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure and arbitration at Steps I through V, without loss of pay for the time so spent. One Association Staff or one Association Board Member may also observe the grievance meeting(s).

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

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

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 – Division/Bureau Head

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

Step Two – Department Head

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

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

Step Three – Director of Human Resources

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

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

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

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

Step Four – City Manager

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

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

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

Step Five – Arbitration

If the City Manager (Water or Harbor – Department Head) does not satisfactorily dispose of the complaint, the Association may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Human Resources 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 them 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.

Once the matter is submitted to arbitration the following shall apply:

- A. 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;
- B. 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;
- C. The Arbitrator shall hold a hearing as soon as practicable;
- D. Employees called as witnesses shall be released from duty as needed;
- E. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
- F. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;
- G. Each party shall bear the expenses of presenting its own case;
- H. Costs of making a stenographic record shall be borne equally;
- I. 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;

- J. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;
- K. 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;
- L. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

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

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

Section II – Support of Agreement

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

Section III – Economic Crisis Clause

The Parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds." "Fiscal hardship" is defined in City of Long Beach Municipal Code Section 3.94.030.C. The Parties further agree that any changes to the MOU will be based on mutual agreement.

Section IV – 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 V – 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 VI – Term and Renegotiation

The term of this MOU shall commence on October 1, 2019 and shall remain in effect through September 30, 2023. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

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

Section VII – Execution of Agreement

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

THE LONG BEACH ASSOCIATION OF
ENGINEERING EMPLOYEES

CITY OF LONG BEACH

JASON RODRIGUEZ
President

TOM MODICA
City Manager

JEFF NATKE
Chief Negotiator

ALEJANDRINA BASQUEZ
Director of Human Resources

KRISTI RECCHIA
Chief Negotiator, LCW

DANA ANDERSON
Labor Relations Manager

ELIZABETH CALIXTRO
Labor Relations Officer

GARY ANDERSON
Principal Deputy City Attorney

KARA MUSICK
Personnel Analyst

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

ENGINEERING – BASIC

CIVIL ENGINEER
CIVIL ENGINEERING ASSISTANT
CIVIL ENGINEERING ASSIST-NC
CIVIL ENGINEERING ASSOCIATE
CIVIL ENGINEERING ASSOC-NC
CIVIL ENGINEERING ASST-NC
CIVIL ENGINEER-NC
COMB BLDG INSP AIDE I
COMB BLDG INSP AIDE II
COMB BLDG INSP AIDE II-NC
COMB BLDG INSP AIDE I-NC
COMB BLDG INSPECTOR
COMB BLDG INSPECTOR-NC
CONSTRUCTION INSP II-NC
CONSTRUCTION INSP II-NC
CONSTRUCTION INSP I-NC
CONSTRUCTION INSP I-NC
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
ELECTRICAL ENGINEER
ELECTRICAL ENGINEERING ASSOC
ELECTRICAL INSPECTOR
ENGINEERING AIDE I
ENGINEERING AIDE II
ENGINEERING AIDE III
ENGINEERING AIDE III-NC
ENGINEERING AIDE II-NC
ENGINEERING AIDE I-NC
ENGINEERING TECH I
ENGINEERING TECH II
ENGINEERING TECHNICIAN II-NC
ENGINEERING TECHNICIAN II-NC
ENGINEERING TECHNICIAN I-NC
ENGINEERING TECHNICIAN I-NC
ENVIRON REMEDIATION SPEC I
ENVIRON REMEDIATION SPEC II
ENVIRONMENTAL SPEC ASSOC-NC
ENVIRONMENTAL SPEC ASST-NC
ENVIRONMENTAL SPECIALIST
ASSOC

ENGINEERING - BASIC

ENVIRONMENTAL SPECIALIST
ASSOC
ENVIRONMENTAL SPECIALIST ASST
ENVIRONMENTAL SPECIALIST I
ENVIRONMENTAL SPECIALIST II
GEOGRAPHIC INFO SYS ANALYST I
GEOGRAPHIC INFO SYS ANALYST II
GEOGRAPHIC INFO SYS ANALYST III
GEOLOGIST I
GEOLOGIST II
LANDSCAPE ARCHITECT
MATERIALS INSPECTOR
MATERIALS TESTING CHEMIST
MECHANICAL ENGINEER
MECHANICAL ENGINEERING ASSOC
OIL FIELD GAUGER I
OIL FIELD GAUGER II
PERMIT TECHNICIAN I
PERMIT TECHNICIAN II
PETROLEUM ENGINEER I
PETROLEUM ENGINEER II
PETROLEUM ENGINEERING ASSOC
PETROLEUM ENGINEERING ASSOC I
PETROLEUM ENGINEERING ASSOC
II
PETROLEUM ENGINEERING ASST
PETROLEUM ENGINEERING TECH
PLAN CHECKER-ELECTRICAL
PLAN CHECKER-ELECTRICAL I
PLAN CHECKER-ELECTRICAL II
PLAN CHECKER-FIRE PREVENTION
PLAN CHECKER-FIRE PREVENTION I
PLAN CHECKER-FIRE PREVNTN II
PLAN CHECKER-MECHANICAL
PLAN CHECKER-MECHANICAL I
PLAN CHECKER-MECHANICAL II
PLAN CHECKER-PLUMBING
PLAN CHECKER-PLUMBING I
PLAN CHECKER-PLUMBING II
PLUMBING INSPECTOR

ENGINEERING – BASIC

PORT HYDROGRAPHER
PRINCIPAL BUILDING INSP-NC
PROJECT SCHEDULER I
PROJECT SCHEDULER II
SENIOR CIVIL ENGINEER-NC
SENIOR COMB BLDG INSP-NC
SENIOR COMBINATION BLDG INSP
SENIOR ELECTRICAL INSPECTOR
SENIOR ESTIMATOR
SENIOR GEOLOGICAL DRAFTNG
TECH
SENIOR MECHANICAL INSPECTOR
SENIOR PLUMBING INSPECTOR
SENIOR SCHEDULER
SENIOR STRUCTURAL ENGINEER
SENIOR SURVEY TECHNICIAN
SENIOR SURVEY TECHNICIAN-NC
STRUCTURAL ENGINEER
STRUCTURAL ENGINEERING ASSOC
STRUCTURAL ENGINEERNG ASSOC-
NC
SURVEY TECHNICIAN
SURVEY TECHNICIAN-NC
SURVEYOR
SURVEYOR-NC
TRAFFIC ENGINEER
TRAFFIC ENGINEERING AIDE I
TRAFFIC ENGINEERING AIDE II
TRAFFIC ENGINEERING AIDE I-NC
TRAFFIC ENGINEERING ASSIST-NC
TRAFFIC ENGINEERING ASSOC I
TRAFFIC ENGINEERING ASSOC II
WATER QUALITY PROCESS ENGR

ENGINEERING – SUPERVISORY

ASST CHIEF HARBOR ENGINEER
CHIEF BUILDING INSPECTOR
CHIEF CONSTRUCTION INSPECTOR
CHIEF SURVEYOR
CONSTRUCTION MANAGER
CORROSION CONTROL
SUPERVISOR
DEPUTY CHIEF HARBOR ENGINEER I
DEPUTY CHIEF HARBOR ENGR II
DEPUTY CHIEF SURVEYOR
DEPUTY FIRE MARSHAL
GEOGRAPHIC INFO SYS SUPV
HARBOR MARINE ENGINEER
MANAGER OF RAIL
TRANSPORTATION
PERMIT CENTER SUPERVISOR
PRINCIPAL BUILDING INSPECTOR
PRINCIPAL CONSTRUCTION
INSPCTR
PRINCIPAL GEOL DRAFTING TECH
PROGRAM SCHEDULER
PROJECT ESTIMATOR
SENIOR ARCHITECTURAL
ENGINEER
SENIOR CIVIL ENGINEER
SENIOR ELECTRICAL ENGINEER
SENIOR ENGINEERING TECH I
SENIOR ENGINEERING TECH II
SENIOR ENGINEERING TECH II-NC
SENIOR ENGINEERING TECH I-NC
SENIOR MECHANICAL ENGINEER
SENIOR PROGRAM MANAGER
SENIOR PROGRAM MANAGER-
WATER
SENIOR SURVEYOR
SENIOR TRAFFIC ENGINEER

APPENDIX B

LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

MOU TERM OCTOBER 1, 2019 – SEPTEMBER 30, 2023

PAY RATES AND STEP SCHEDULE

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

APPENDIX C
CITYWIDE SKILL PAYS

	Classification	Skill	Skill Pay #	Additional Compensation
1.	Non-management classifications represented by the LB Assoc. of Engineering Employees	For regular and frequent use of certified oral and/or written bilingual skills	560	\$0.70 per hour
*2.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Electrical Inspector; Sr. Electrical Inspector; Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Plan Checker-Electrical; Plan Checker-Mechanical; Plan Checker-Plumbing; Plan Checker-Fire Prevention; Principal Building Inspector; Chief Building Inspector; Plan Checker-Electrical I-II; Plan Checker-Fire Prevention I-II; Plan Checker-Mechanical I-II; Plan Checker-Plumbing I-II; Permit Technician I-II; Permit Center Supervisor	When possessing certifications issued by nationally recognized trades organizations that must be re-certified annually and approved by the City Building Official or Fire Marshall. No more than one skill pay shall be awarded for each trade. (Maximum of four certifications)	502	\$0.75 per hour (1 certification)
			503	\$1.00 per hour (2 certifications)
			504	\$1.25 per hour (3 certifications)
			564	\$1.50 per hour (4 certifications)

3.	Combination Building Inspector Aide I and II; Combination Building Inspector; Senior Combination Building Inspector; Principal Building Inspector; Senior Electrical Inspector; Senior Plumbing Inspector; Senior Mechanical Inspector	Counter plan checking		\$6.40 per diem
*4.	Construction Inspector I; Construction Inspector II; Principal Construction Inspector; Chief Construction Inspector	When fully qualified to perform deputy inspection work and while possessing valid deputy inspector cards in specified fields of expertise. (Maximum of four cards)	505	\$0.75 per hour (1 card)
			506	\$1.00 per hour (2 cards)
			507	\$1.25 per hour (3 cards)
			565	\$1.50 per hour (4 cards)
5.	Construction Inspector II	When performing field supervisory duties		\$5.00 per diem
6.	Civil Engineer; Sr. Civil Engineer	When possessing a California Structural Engineers license and assigned to perform Structural Engineering duties		\$10.00 per diem
7.	Plan Checker; Plan Checker-Electrical I-II; Plan Checker-Fire Prevention; Plan Checker-Fire Prevention I-II; Plan Checker-Mechanical; Plan Checker-Mechanical I-II; Plan Checker-Plumbing; Plan Checker-Plumbing I-II	When appropriately certified in the discipline of plumbing, mechanical or electrical inspection and assigned to perform as a Plan Checker in more than one specialty area.		\$4.00 per diem

*8.	Corrosion Control Supervisor; Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing an American Welding Society certificate for gas pipeline welding inspections or a National Association of Corrosion Engineers certificate.	813	\$0.75 Per hour (1 certification)
			814	\$1.00 Per hour (2 certifications)
9.	Structural Engineer, Senior Structural Engineer, Civil Engineering Assistant, Civil Engineering Associate, Civil Engineer, Senior Civil Engineer, Plan Checker - Plumbing, Plan Checker - Mechanical, Plan Checker - Electrical, Plumbing Inspector, Electrical Inspector, Chief Building Inspector, Principal Building Inspector, Building Inspector, Senior Combination Building Inspector, Senior Electrical Building Inspector, Senior Plumbing Building Inspector, Senior Mechanical Building Inspector, Combination Building Inspector, Construction Inspector I-II, Principal Construction Inspector, Chief Construction Inspector, Senior Survey Technician, Engineering Technician I-II, Senior Engineering Technician I-II	When possessing a State (CA) Certified Access Specialist (CASp) certification and assigned to perform such duties.	NEW	\$1.50 Per hour
10.	Corrosion Control Supervisor; Construction Inspector I-II; Principal Construction Inspector	When possessing the classification appropriate City of Long Beach Department of	853	\$2.20 Per hour

		Transportation -49 Code of Federal Regulations Subpart N Operator Qualification Plan certifications for journey level		
11.	Corrosion Control Supervisor	When serving as an evaluator, for the City of Long Beach in compliance with Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan, to certify personnel for operator qualification.		\$10.00 Per Diem
12.	Corrosion Control Supervisor	When certified and training in-house personnel and contractors for annual PE fusion certification.		\$10.00 Per Diem

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

HARBOR DEPARTMENT SKILL PAYS

1.	Construction Inspector II	Performing as Lead Inspector on projects of directing annual contract work		\$8.00 per diem
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WATER DEPARTMENT SKILL PAYS

1.	Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing a California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	584	\$0.22 per hour (Grade I)
			585	\$0.39 per hour (Grade II)
			586	\$0.50 per hour (Grade III)
			587	\$0.66 per hour (Grade IV)
2.	Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing a Department of Public Health Distribution Operator Certificate (Grade II-V).	880	\$0.20 per hour (Grade II)
			881	\$0.35 per hour (Grade III)
			882	\$0.45 per hour (Grade IV)
			883	\$0.60 per hour (Grade V)
3.	Engineering Technician I; Engineering Technician II	When performing plan check duties at the Development Services counter		\$6.40 per diem

APPENDIX D

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

PAID PARENTAL LEAVE

Subject to approval by City Council, the City of Long Beach proposes to implement the following paid parental leave policy effective the first full pay period of calendar year 2021:

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

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

Purpose/Objective

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

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

Eligibility

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

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.

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

Coordination with Other Policies

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

Requests for Paid Parental Leave

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

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

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, all parties agree to eliminate applicable provisions for the Preservation of Sick Leave (Vacation) During Extended Leave which states:

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

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

APPENDIX E

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

VACATION ACCRUAL MAXIMUM

Subject to approval by City Council, and agreement with all other bargaining units the vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021. The City will implement a three (3) year vacation accrual maximum based on years of service completed.

As a result of COVID-19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire December 31, 2023. The vacation cap will revert to three (3) year maximum effective January 1, 2024. See the following chart for illustration purposes:

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

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

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

APPENDIX F

**LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE
LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES**

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

PERSONAL HOLIDAY ACCRUAL

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

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

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

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

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

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

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

APPENDIX G

**LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE
LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES**

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

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

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

* Effective the first pay period of calendar year 2021

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

APPENDIX H

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

Upon approval by City Council, the City of Long Beach proposes to provide an employer-paid short-term and long-term disability plan(s), in addition to a voluntary, supplemental long-term disability option. If agreement is reached, the following options would be implemented effective the first pay period of calendar year 2021:

Short-Term Disability

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

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

Long-Term Disability

The City provides a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to employees under the following basic provisions:

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

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

APPENDIX I

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

LABOR COST SAVINGS REOPENER

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

In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify AEE in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Miliias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and an AEE representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees. The provisions of Article One, Section VIII, "Peaceful Performance of City Services," shall continue in full force and effect regardless of any re-opening of negotiations.

APPENDIX J

FURLOUGH - FISCAL YEAR 21

To minimize layoffs during Fiscal Year 2021, the City and AEE agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full-time employees) will be taken during the period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.

Permanent full-time employees will be required to take two hundred and eight (208) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.

All employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.

For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.

Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.

Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between October 1, 2020 and the pay period including September 30, 2021. The City will provide the Union with a list of positions, assignments and individuals to be included in this alternative approach to generate savings.

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

APPENDIX K

FURLOUGH PARITY LANGUAGE

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

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

APPENDIX L

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach proposes to offer a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary. The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

The proposed Gym Membership pilot program, referred to as Gympass, provides employees access to multiple gyms and exercise activity studios, as well as various types of activities for a single monthly fee, starting at \$10 per month, to be paid by the employee directly to Gym pass. Employees will have multiple price platforms to choose from and will be able to attend any of the participating gyms and/or available classes based upon the platform chosen. Enrolled employees will have unlimited access to the facilities in their chosen platform, and can opt out at any time. Employees will not be charged an initiation fee, annual fee or cancellation fee to participate in Gympass. To build awareness of this unique program, the union will be invited to attend an informational kickoff meeting with Gympass and/or Human Resources staff regarding the Gympass platforms and pricing. We would like to partner with the unions/associations in communicating and distributing HR-developed communications to union members to promote the program.

Gym pass will be implemented on a two-year term as a pilot program, and extended to all active employees, regardless of length of employment and hours worked. Upon the conclusion of the Gympass pilot program, the program will be evaluated by the HIAC Committee to review and make recommendations regarding the effectiveness, continuation and or decision to end the program.

*The effective date will be based on conclusion of meet and confer process and City procurement process.

APPENDIX M

**LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES**

GEOGRAPHIC INFORMATION SYSTEMS SUPERVISOR

Effective the first day of the first pay period following Council ratification, the City shall adjust the salary range of the Geographic Information Systems Supervisor classification.

The above-mentioned salary range shall be adjusted as follows:

Occ Code	Classification	Current Range	Current Hrly Max.	New Range	Proposed Hrly Max
NL5NN	Geographic Information Systems Supervisor	634	\$51.373	690	\$53.785