

RESOLUTION NO. RES-16-0116

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH APPROVING THE AMENDMENT
TO THE MEMORANDUM OF UNDERSTANDING WITH THE
LONG BEACH LIFEGUARD ASSOCIATION; AND
AUTHORIZING AND DIRECTING THE CITY MANAGER TO
EXECUTE SUCH AMENDMENT; AND DIRECTING
CERTAIN IMPLEMENTING AND RELATED ACTIONS

WHEREAS, on the date of this resolution, the City Council has considered
an amendment to the Memorandum of Understanding with the Long Beach Lifeguards
Association; and

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

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

Section 1. That the amendment to the November 1, 2005 to September
30, 2008 Memorandum of Understanding between the City of Long Beach and the Long
Beach Lifeguards Association, which is hereby incorporated by reference in this
resolution as Exhibit "A", is hereby approved, and the City Manager is hereby authorized
to execute said amendment to the Memorandum of Understanding on behalf of the City
and to implement, pursuant to Section 503 of the Long Beach City Charter, all matters
affecting compensation contained in and prescribed by the Memorandum of
Understanding as of the operative date of this resolution.

Section 2. The City Manager is also authorized and directed to cause the
preparation of amendments to the Long Beach Salary Resolution, if necessary, and to
such other documents as may be necessary, to conform such resolution and documents

1 to the provisions of the amendment to the Memorandum of Understanding and this
2 resolution, and to further cause such conforming amendments to be brought before the
3 City Council and such Boards and Commissions as may be required by law to act upon
4 them, and the City Attorney is requested to cooperate fully with the City Manager in order
5 to cause the required documents to be prepared as required by law and brought before
6 the appropriate bodies.


7 Section 3. This resolution shall take effect immediately upon its adoption
8 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

9
10 I hereby certify that the foregoing resolution was adopted by the City
11 Council of the City of Long Beach at its meeting of November 22, 2016, by the
12 following vote:

13 Ayes: Councilmembers: Gonzalez, Pearce, Price,
14 Supernaw, Uranga, Austin,
15 Richardson.
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17 Noes: Councilmembers: None.
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19 Absent: Councilmembers: Mungo, Andrews.
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24 ASSISTANT City Clerk
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**FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LONG BEACH AND
THE LONG BEACH LIFEGUARDS ASSOCIATION**

The City of Long Beach and the Long Beach Lifeguards Association (LBLGA) agree to amend the November 1, 2005 to September 30, 2008 Memorandum of Understanding as follows:

The labor agreement will be extended to expire on December 31, 2016. All existing terms and conditions set forth in that agreement shall remain unchanged for the term of the extension, except as modified below.

1) Article Two – Salaries and Compensation, Section II

Salary will be amended as follows:

C. Wage Adjustment

1. Effective at the start of the pay period following City Council adoption of the fourth MOU Amendment City shall make a one-time ad hoc lump sum payment of three percent (3%) of annual base pay (salary or wages). For the purposes of payment of the one-time ad hoc lump sum payment, base pay excludes any additional compensation over and above an affected employee's normal base pay, such as, but not limited to, overtime, night differential pay, higher classification pay, skill pay, call back pay, or bilingual pay.
2. The one-time payment shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.

2) Article Two – Salaries and Compensation, Section IV – EMT-D Certification:

Recurrent Lifeguards provision will be amended by adding the following:

- H. Effective at the start of the pay period following City Council adoption of the fourth MOU Amendment Emergency Medical Technician I (EMT-D) certification pay will no longer be tied to step advancement. Recurrent Lifeguards who have attained EMT-D certification shall receive EMT skill pay specified in Section V (Skill Pay 800), effective the beginning of the pay period following submittal of documentation to the department. Recurrent Lifeguards who fail to recertify shall have the skill pay removed effective the pay period of EMT-D certification expiration.

3) Article Two – Salaries and Compensation, Section V – Skill Pay

Skill Pay will be amended as follows effective the start of the pay period following City Council adoption of the fourth MOU Amendment:

	Classification	Skill	Rate
A.	Lifeguard - Seasonal (T): Lifeguard - Hourly - NC	For being certified as Emergency Medical Technician (EMT) and recertified as required by law. Effective the adoption of Fourth MOU Amendment.	1.102 per hour

4) Article Six – Grievance Procedure: Section VIII – Formal Procedure: F. Step Six-Advisory Arbitration will be amended as follows:

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within fifteen (15) calendar days, request the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Association representative to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached, such agreement shall be reduced to writing, and submitted to the Arbitrator. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association or employee(s), and shall have no authority to make a decision on any other issue(s) not so submitted.

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

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed fifteen (15) calendar days, either party may request a panel of five (5) Arbitrators from the American Arbitration Association;
2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within fifteen (15) calendar days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The finding of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;

7. Costs of making stenographic record shall be born equally. The Arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the Arbitrator's findings, except in the case of compromise decisions, the Arbitrator shall be empowered to allocate the fee;
8. The Arbitrator shall not have the authority to amend, modify, or add to the provisions of this Agreement;
9. 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.
10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance.

The decision of the Arbitrator shall be final and binding.

In witness thereof, the parties hereto have caused the Amendment to the Memorandum of Understanding to be executed this ____ day of _____, 2016.

FOR THE LONG BEACH LIFEGUARD ASSOCIATION:

Aaron Fletcher, President
Long Beach Lifeguard Association

James Reinheimer, Vice President
Long Beach Lifeguard Association

Derek Pakiz, Director
Long Beach Lifeguard Association

Cameron Abel
Long Beach Lifeguard Association

FOR THE CITY OF LONG BEACH:

Patrick H. West
City Manager

Alejandrina Basquez
Director of Human Resources

Ken Walker
Manager-Labor Relations

Stephanie Kemp
Personnel Analyst III