



CITY OF LONG BEACH

DEPARTMENT OF HUMAN RESOURCES

R-20

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

February 15, 2011

HONORABLE MAYOR AND CITY COUNCIL

City of Long Beach
California

RECOMMENDATION:

1. Adopt the attached Resolution approving the Memoranda of Understanding with the Long Beach Management Association and the Long Beach Association of Confidential Employees, and allowing those matters that affect compensation to be implemented on the effective dates set forth in the Memorandum of Understanding and apply to unrepresented Miscellaneous management employees as approved by the applicable appointing authorities;
2. Adopt the attached Resolution for paying and reporting the value of the employer paid member contributions to the California Public Employees' Retirement System for Miscellaneous managers represented by the Management Association and for unrepresented management Miscellaneous employees;
3. Adopt the attached Resolution for paying and reporting the value of the employer paid member contributions to the California Public Employees' Retirement System for sworn Police managers represented by the Management Association;
4. Adopt the attached Resolution for paying and reporting the value of the employer paid member contributions to the California Public Employees' Retirement System for sworn Fire managers represented by the Management Association;
5. Adopt the attached Resolution for paying and reporting the value of the employer paid member contributions to the California Public Employees' Retirement System for sworn Marine Safety managers represented by the Management Association; and,
6. Adopt the attached Resolution for paying and reporting the value of the employer paid member contributions to the California Public Employees' Retirement System for employees represented by the Association of Confidential Employees. (Citywide)

DISCUSSION

City management representatives and representatives of the Long Beach Management Association (LBMA) and the Long Beach Association of Confidential Employees (LBACE) have had a number of meet and confer sessions regarding changes in wages, hours and working conditions. Meetings have been concluded and Memoranda of Understandings

(MOUs) have been jointly signed by City representatives and representatives of the named employee organizations. The MOUs for the LBMA and the LBACE are for the period of October 1, 2010 through September 30, 2011.

The major provisions of the MOUs with the LBMA and the LBACE are: no cost-of-living increases over the term of the agreement; agreement to full CalPERS pick-up for new City employees; agreement to a lower retirement formula of 2.0% at 60; and three-year average final compensation for new employees represented by the two Associations. These provisions shall also apply to unrepresented management Miscellaneous employees. For Police, Fire and Marine Safety managers represented by the LBMA, unit members agree to a new tier of retirement benefit as executed by the applicable Association representing non-management Safety members.

Pursuant to the MOUs and pending approval of the Resolutions, effective February 26, 2011, new City employees represented by these Associations, shall pay 100 percent of the member contribution which, at this time, is eight percent. Additionally, the Resolutions provide that any new unrepresented management Miscellaneous employees, hired on or after February 26, 2011, shall pay 100 percent of the member contribution which, at this time, is eight percent.

In order for the City to make changes to the employer paid member contribution, it is necessary for the City Council to adopt the attached Resolutions as prepared by the City Attorney.

This matter was reviewed by Deputy City Attorney Christina L. Checel January 28, 2011 and Budget Management Officer Victoria Bell on January 31, 2011.

TIMING CONSIDERATIONS

City Council action is requested on February 15, 2011 to ensure implementation of the MOU provisions and that CalPERS receives these Resolutions for processing consistent with the effective date of the action.

FISCAL IMPACT

As new hires join the LBMA, LBACE, unrepresented management Miscellaneous employees and Police, Fire and Marine Safety managers, savings will be generated by those employees paying 100 percent of their member contribution. Future savings to the City will be realized as a result of the lower retirement formula of 2.0% at 60 and three-year average final compensation for new employees in LBMA, LBACE, unrepresented management Miscellaneous employees, once all Miscellaneous associations agree to the new tier. There is no local job impact associated with this recommendation.

HONORABLE MAYOR AND CITY COUNCIL

February 15, 2011

Page 3

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



DEBORAH R. MILLS
DIRECTOR OF HUMAN RESOURCES

DRM:tb

Attachments: LBMA MOU
LBACE MOU
6 Resolutions

APPROVED:



PATRICK H. WEST
CITY MANAGER

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH MANAGEMENT ASSOCIATION

OCTOBER 1, 2010 TO SEPTEMBER 30, 2011

ARTICLE ONE – GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation 1
 A. Purpose..... 1
 B. Intent..... 1
 C. Philosophy 1

Section II - Term 2

Section III - City Rights Reserved 2

Section IV - Nondiscrimination 3

Section V - Peaceful Performance of City Service 3

Section VI - Association Composition..... 4

Section VII - Association Dues 4

Section VIII - Association Communications..... 4

Section IX - Association Officers Responsibilities 4

ARTICLE TWO - SALARY AND COMPENSATION

Section I - Compensation..... 5
 A. Pay for Performance System 5
 B. Exceptional Performance Incentives 5
 C. Hay Salary Survey 6

Section II - Acting Appointments..... 6

Section III - Auto Allowance/Reimbursement..... 6

Section IV - Specialty Pay 6

Section V - Severance Pay 6

ARTICLE THREE – PAID TIME OFF

Section I - Holidays..... 7

Section II - Vacation Leave 7

Section III - Sick Leave	8
Section IV - Executive Leave	8
Section V - Bereavement Leave.....	8
Section VI - Jury Duty.....	8

ARTICLE FOUR – INSURANCE BENEFITS

Section I - Health, Dental & Life Insurance	9
Section II - Continuation of Health Insurance for Surviving Spouse.....	9
Section III - Short-term/Long-term Disability Benefits	11
Section IV - Life Insurance	11
Section V - Annual Physical Exam	11

ARTICLE FIVE - RETIREMENT

Section I - Retirement	12
A. Continuation of Retirement Benefits.....	12
B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)	12
C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation.....	12
D. Superfunding.....	13

ARTICLE SIX – EMPLOYMENT CONDITIONS

Section I - Employee Parking.....	14
Section II - Tuition Reimbursement.....	14
Section III - Management Rotation Program.....	14

APPENDIX A	16
-------------------------	----

ARTICLE ONE

GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation

The Long Beach Management Association (LBMA) is hereby recognized as the exclusive representative for employees of the Long Beach Managers in the positions indicated in Appendix "A," attached hereto and made a part hereof.

- A. Purpose - The parties agree that the purpose of this Memorandum of Understanding (MOU) is:
1. To promote and provide harmonious relations, cooperation and understanding between the City of Long Beach (City) appointing authorities and the employees covered herein;
 2. To provide an orderly and equitable means of resolving differences which may arise under this memorandum; and,
 3. To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by LBMA.
- B. Intent - It is understood the intent of the MOU is to set forth a joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation, and shall not be binding unless and until the City Council:
1. Approves the provisions contained in this Memorandum;
 2. Adopts the required ordinances and/or resolutions; and,
 3. Appropriates the funds required to implement the provisions hereof.
- C. Philosophy - It is further understood that:
1. The City's goal is to provide residents with management leadership that can develop and implement high quality programs and services. The City's compensation programs can be used to foster the attainment of the City's mission, goals, and the directives of the City Council and the appointing authorities.
 2. The City seeks to successfully attract, retain and motivate high quality management employees.

3. The City's management compensation programs are designed to reward productivity, improve employee skills, increase customer satisfaction, and encourage effective resource utilization.
4. The City's management compensation system is intended to be internally equitable, competitive with marketplace practices consistent with budgetary constraints, and non-discriminatory in its design.
5. The performance appraisal plan is intended to help all employees to assess their effectiveness in meeting job standards while establishing goals and objectives that will lead to continuous improvement.
6. All employees represented by this agreement are "at will" employees who serve at the pleasure of their appointing authority.

Section II - Term

The term of this Memorandum shall commence October 1, 2010 and terminate at midnight on September 30, 2011.

Section III - City Rights Reserved

The City retains all rights not specifically limited by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job duties and personnel by which government operations are to be conducted.
- E. Determine issues of public policy and the overall mission of the City.
- F. Maintain and improve the efficiency and effectiveness of government operations.

- G. Take any necessary actions to carry out the mission of the City in situations of emergency.
- H. All rights of management, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the rights of management which are included in this agreement, exclusive of a competent court having subject matter jurisdiction.

Section IV – Non-Discrimination

The provisions of this MOU shall be applied equally to all employees and no person shall be discriminated against or benefited in any manner that is inconsistent with the standards set forth in Federal and State statutes, or with any ordinance, resolution or policy of the City.

Section V - Peaceful Performance of City Service

The LBMA members fully support the business of the City to provide services to the citizens of Long Beach. They also support the actions of the appointing authority and stand ready to implement any of the appointing authority's directives.

It is mutually understood and agreed that participation by any employee in a strike or concerted work stoppage or slowdown terminates the employment relationship of those individuals involved, in the absence of specific written waiver of such termination by an authorized City official.

- A. It is further understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the appointing authority cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.
- C. Neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal

absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Article shall apply for the same term as this Agreement, or during any renewal or extension thereof. Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this Agreement in addition to whatever other remedies may be to the City at law or in equity.

- D. The City agrees that there shall be no general lockout of LBMA bargaining unit members.

Section VI – Association Composition

The Bargaining Unit composition represented by the Long Beach Management Association shall be that described in Appendix "A". Any changes to the unit composition must be made in accordance with the provisions of the City's Employer-Employee Relations Resolution, common fair labor practices, and any applicable State and Federal Statutes.

Section VII – Association Dues

Upon receipt of a written voluntary authorization from the employee, the City shall deduct Association dues from the pay of represented employees. The City shall charge the employee organization five and one-half cents (\$0.055) per deduction. The Association agrees to indemnify and holds the City harmless for any loss or damages, claims or causes of action arising from the operation of this provision of the agreement.

Section VIII – Association Communications

Department and public area bulletin boards will be made available for posting Association notices.

Section IX – Association Officers Responsibilities

The parties agree that from time to time, it will be necessary for the Board of Directors to meet and conduct the business of the Association. The Association will make every effort to conduct these meetings during non-office hours. The City will provide access to City facilities when they are available, i.e. community rooms. Opportunity for the Board to participate in these meetings will not be withheld so long as the work of the City is not adversely impacted.

ARTICLE TWO

SALARY AND COMPENSATION

Section I – Compensation

A. Pay for Performance System

1. The City will continue to use the HAY job evaluation system to develop appropriate compensation for various positions in the E00 (management) classifications.
2. Each year on or about January 1, , the City will develop a salary administration guide. This guide will set forth a matrix for salary adjustments based on an employee performance evaluation and the position of the manager's salary within the salary range.
3. It is understood that the pay for performance system may be adversely impacted by budget constraints. It is the intent of the parties, however, that a merit pay plan be re-instituted.
4. Every attempt shall be made to establish reasonable salary differential between management personnel and their subordinates. Overtime of subordinates shall not be considered in determining the compression differential. Incentives, if any, shall be added to base calculations of subordinate compensation calculation. In cases where a differential does not exist, the parties agree to meet to discuss the basis for the compression and attempt to resolve the situation. Responses to requests to address compression issues shall be in writing within sixty (60) business days.

B. Exceptional Performance Incentives

Represented employees who have demonstrated exceptional performance beyond established goals and objectives for their position may be considered for a Performance Incentive Award. Consideration for such awards will be based upon the recommendation of the department head. Awards may be granted in the form of a lump sum bonus payment or a merit increase added to the employee's base rate.

These awards will be based on the availability of funds, and consideration of budget constraints. They will be awarded based on the sole discretion of the appointing authority.

Section II – Acting Appointments

When acting appointments are made, the appointee shall receive a salary adjustment of 10 percent, or no less than the minimum salary of that range, which ever is greater.

Section III – Auto Allowance/Reimbursement

Managers shall be entitled to an auto allowance/reimbursement in such amounts as determined by the appropriate appointing authority.

Section IV – Specialty Pay

Sworn Management staff of the Police Department shall continue to be eligible for the same Marksmanship pay and Wellness pay provided to other sworn members of the department.

Section V – Severance Pay

In the event a bargaining unit member's position is eliminated as a result of a reduction in force, and that member has not been offered a reasonable (within fifteen percent (15%) of current salary) alternative management position with the City, the City shall pay to the bargaining unit member severance compensation. The amount of this compensation shall be calculated at one week of base pay for every full year of City service with a maximum allowance of sixteen (16) weeks of severance pay. Health insurance coverage shall continue for four full months after the month in which the bargaining unit member is terminated or retires provided the bargaining unit member is not eligible for health insurance coverage through a spouse or other carrier.

The bargaining unit member will not be eligible for this benefit if he/she is terminated for cause, resigns in lieu of termination, or voluntarily separates service from the City.

ARTICLE THREE

PAID TIME OFF

Section I – Holidays

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

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.

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.

Section II – Vacation Leave

- A. Permanent, full-time employees covered herein shall accrue vacation leave with pay on the following basis:

Service Completed	Equivalent Vacation Days Earned Per Year
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18

18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

- B. Upon retirement, each bargaining unit member may have 75% of his/her outstanding vacation leave balance converted to sick leave. This leave may be used under the same terms and conditions as all other accumulated sick leave. It is the intent that this conversion does not create a taxable event. If such conversion is subsequently found to create tax consequences, the parties agree that this provision shall be discontinued.

Section III – Sick Leave

Permanent, full-time employees covered by this MOU shall earn a maximum of ninety-six (96) hours [twelve (12) days] of sick leave per year, with unlimited accrual.

Section IV – Executive Leave

Employees represented herein shall be granted forty (40) hours of executive leave on January 1 of each calendar year by the proper appointing authority. Additional executive leave to a maximum of forty (40) additional hours may be granted at the sole discretion of the appointing authority. Such additional leave, if awarded, shall be based on a manager’s demonstrated performance during the preceding fiscal year. Determinations regarding the award of such leave shall be made during January of each year. Executive leave shall not accrue from one year to the next. Nor shall there be any pay off of executive leave upon separation from the City for any reason.

Section V – Bereavement Leave

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

this section of the MOU in accordance with the California Family Code section 297.5 for registered same-sex domestic partners.

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

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the three (3) scheduled working days/shifts leave for death or critical illness in the immediate family. The three (3) days of sick leave used in connection with bereavement leave will not be considered in determining sick leave abuse.

Section VI – Jury Duty

Employees will be eligible for up to 80 hours of paid jury time each calendar year.

ARTICLE FOUR

INSURANCE BENEFITS

Section I – Health, Dental and Life Insurance

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

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule, and will include any increases incurred up to the date of the change.
- B. 1. Every January 1st during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be paid by the employee but will not exceed 30% of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above.
2. Every January 1st during the term of the agreement, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.
- C. The LBMA shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year.

The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the Union of his recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

Section II – Continuation of Health Insurance for Surviving Spouse

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 continued payments by the City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

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

Said premiums shall continue until:

- A. The spouse remarries;
- B. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
- C. 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; or
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Short-term/Long-term Disability Benefits

Eligible employees will receive short-term and long-term disability benefits. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

Section IV – Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of three (3) times their annual salary up to \$500,000 per year of term life insurance. The City will pay the full cost of the annual premiums. The City will provide employees the ability to purchase increased coverage at their own expense based on conditions established by the insurance carrier. If such increased coverage is offered, it shall be in increments designated by the City.

Section V – Annual Physical Exam

Employees covered hereunder are eligible to receive an annual physical examination at City expense through the City-provided program.

ARTICLE FIVE

RETIREMENT

Section I –Retirement

A. Continuation of Retirement Benefits

1. The City will continue to provide pension benefits in accordance with the contract in effect on October 1, 2010 and shall continue to pay an amount equal to six-eighths (6/8) of the eight percent (8%) individual employee contribution for each miscellaneous employee, and an amount equal to seven-ninths (7/9) of the nine percent (9%) individual contribution for safety members, to CalPERS on behalf of bargaining unit employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) prior to the effective date of the CalPERS amendment in B. below and prior to City Council approval of the resolution in A.2 below.
2. Employees represented by the LBMA that are hired by the City of Long Beach on or after the date of the City Council's approval by resolution shall contribute from his/her annual salary his/her full employee contribution to CalPERS.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for miscellaneous employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.0% at 60 Modified retirement formula. Final compensation shall be calculated based on a three (3) year average.

Eligible safety bargaining unit members agree to a new tier of retirement benefit for safety employees as agreed to by the applicable Association representing non-management safety members. As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for safety employees hired on or after the effective date of the CalPERS contract amendment. Final compensation shall be calculated based on a three (3) year average.

C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable under Government Code section 20636(c)(4) and report it as such to CalPERS.

D. Superfunding

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

ARTICLE SIX

EMPLOYMENT CONDITIONS

Section I – Employee Parking

Employee parking will be made available without charge. If SCAQMD subsequently promulgates regulations in conflict with this provision, the City will meet and confer with the Association regarding any required changes.

Section II – Tuition Reimbursement

Management employees shall be eligible for tuition reimbursement as established by City policy and practice.

Section III – Management Rotation Program

Managers selected for the management professional development rotation program shall be given adequate prior notice. At a minimum, such notice shall consist of a written communication notifying the manager of the reassignment delivered no less than 10 working days before the new assignment takes effect. This provision is in no way intended to restrict an appointing authority's discretion to make immediate reassignments, if necessary, to respond to operational requirements and emergencies.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____ 2011.

FOR THE LONG BEACH MANAGEMENT ASSOCIATION:

Jim Kuhl
Long Beach Management Association

David White
Long Beach Management Association

Diko Melkonian
Long Beach Management Association

Laura Farinella
Long Beach Management Association

Jonathan Stafford
Long Beach Management Association

Rebecca Jimenez
Long Beach Management Association

John Black
Long Beach Management Association

Dan Ramos
Long Beach Management Association

Amy Manning
Long Beach Management Association

Juan Lopez-Rios
Long Beach Management Association

FOR THE CITY OF LONG BEACH:

Patrick H. West, City Manager

Richard Steinke
Executive Director, Harbor Department

Kevin Wattier
General Manager, Water Department

Deborah R. Mills
Director of Human Resources

Mario R. Beas
Executive Director, Civil Service

Ken Walker
Manager of Personnel Operations

Tara Brewer
Personnel Analyst

Nani Blyleven
Administrative Analyst

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX A

Positions Represented:

ACCOUNTING OFFICER
ACCOUNTING OPERATIONS OFFICER
ACCOUNTING OPERATIONS OFFICER
ACCOUNTING OPERATIONS OFFICER
ADMIN ASSISTANT-CITY MANAGER
ADMIN OFFICER-AIRPORT
ADMIN OFFICER-COMMUNITY DEV
ADMIN OFFICER-DEVELOPMENT SVCS
ADMIN OFFICER-LIBRARY SERVICES
ADMIN OFFICER-OIL PROPERTIES
ADMIN OFFICER-POLICE
ADMIN OFFICER-POLICE
ADMIN OFFICER-PUBLIC WORKS
ADMIN OFFICER-PUBLIC WORKS
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER-WATER
ADMINISTRATIVE SVCS OFFICER
ASSISTANT TO THE CITY MANAGER
ASSISTANT TO THE CITY MANAGER
ASSISTANT TO THE CITY MANAGER
ASST CHIEF FINANCIAL OFFICER
ASST DIR SEC-HOMELAND SECURITY
ASST DIR-COMMUNCTNS/COMM RELTNS
ASST DIRECTOR-ENVRNMNTL PLNG
ASST DIRECTOR-ENVRNMNTL PLNG
ASST DIRECTOR-HUMAN RESOURCES
ASST DIRECTOR-INFORMATION MGMT
ASST FIRE CHIEF
ASST FIRE CHIEF
ASST MANAGING DIR-ENGINEERING
ASST TO EXEC DIRECTOR
BUDGET MANAGEMENT OFFICER
BUILDING INSPECTION OFFICER
BUSINESS INFO SYSTEMS OFFICER
BUSINESS INFO TECH OFFICER
CHIEF FINANCIAL OFFICER
CHIEF OF POLICE
CITY CLERK BUREAU MANAGER

CITY CLERK BUREAU MANAGER
CITY CONTROLLER
CITY HEALTH OFFICER
CITY SAFETY OFFICER
CITY TREASURER/REVENUE OFFICER
CODE ENFORCEMENT OFFICER
COMMUNICATIONS OFFICER
COMMUNICATIONS OFFICER
COMMUNITY INFORMATION OFFICER
CONSTRUCTION SERVICES OFFICER
CUSTOMER SERVICES OFFICER
DEPARTMENT SAFETY OFFICER
DEPARTMENT SAFETY OFFICER
DEPARTMENT SAFETY OFFICER
DEPUTY CHIEF OF POLICE
DEPUTY CHIEF OF POLICE
DEPUTY CHIEF OF POLICE
DEPUTY DIRECTOR/CITY ENGINEER
DEPUTY DIRECTOR-CIVIL SERVICE
DEPUTY FIRE CHIEF
DEPUTY FIRE CHIEF
DEPUTY FIRE CHIEF
DIRECTOR OF COMMUNICATIONS
DIRECTOR OF DEVELOPMENT SVCS
DIRECTOR OF ENGINEERING
DIRECTOR OF FINANCIAL MGMT
DIRECTOR OF HEALTH & HUMAN SVC
DIRECTOR OF INFORMATION MGMT
DIRECTOR OF LIBRARY SERVICES
DIRECTOR OF LONG BEACH AIRPORT
DIRECTOR OF MAINTENANCE
DIRECTOR OF PRKS, REC & MARINE
DIRECTOR OF PUBLIC WORKS
DIRECTOR OF RISK MANAGEMENT
DIRECTOR OF SECURITY
DIRECTOR OF TECHNOLOGY SVCS
DIRECTOR OF TRADE RELATIONS
DIRECTOR OF WATER RESOURCES
DIRECTOR-CONSTRUCTION MGMT
DIRECTOR-ENGINEERING DESIGN
DIRECTOR-ENVIRONMENTAL PLNG
DIRECTOR-GOVERNMENT AFFAIRS
DIRECTOR-LONG BEACH GAS & OIL
DIRECTOR-PLANNING
DIRECTOR-PROGRAM MANAGEMENT
DIRECTOR-REAL ESTATE

DIRECTOR-TRANSPORTATION PLNG
DIR-GOV AFFAIRS/STRATEGIC INIT
DIR-HR/SPCL SVCS-HARBOR
DIVISION ENGINEER
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-PUBLIC WORKS
EMPLOYEE ASSISTANCE OFF-POLICE
ENGINEERING/DEVELPMNT SVCS OFF
EXEC ASST TO ASST CTY MGR
EXEC ASST TO CITY MANAGER
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
FACILITIES MANAGEMENT OFFICER
FACILITIES MANAGEMENT OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SYSTEMS OFFICER
FIRE CHIEF
FORENSIC SCIENCE SVCS ADMINSTR
GEN SUPT-RECREATION
GENERAL SUPT OF OPERATIONS
HISTORIC SITES OFFICER

HOMELESS SERVICES OFFICER
HOUSING ASSISTANCE OFFICER
HOUSING DEVELOPMENT OFFICER
HOUSING OPERATIONS OFFICER
HUMAN RESOURCES OFFICER
HUMAN RESOURCES OFFICER
HUMAN RESOURCES OFFICER
HUMAN SERVICES OFFICER
JAIL ADMINISTRATOR
LABORATORY SERVICES OFFICER
LABORATORY SERVICES SUPERVISOR
MANAGEMENT INFO SYS OFFICER
MANAGER OF ACCOUNTING
MANAGER OF PORT PROJECTS
MANAGER OF PORT PROJECTS
MARINE SAFETY CHIEF
MGR-ADMIN & FINANCIAL SERVICES
MGR-ADMINISTRATION
MGR-ADMINISTRATION
MGR-ANIMAL CARE SERVICES
MGR-AUTOMATED SERVICES
MGR-BUSINESS INFORMATION SVCS
MGR-BUSINESS OPERATIONS
MGR-BUSINESS OPERATIONS
MGR-BUSINESS RELATIONS
MGR-COMMERCIAL SERVICES
MGR-CONTRACT ADMINISTRATION
MGR-CUSTOMER SERVICE-TECH SVC
MGR-DISASTER MANAGEMENT
MGR-ELECTRIC GENERATION
MGR-EMERGENCY MANAGEMENT
MGR-ENGINEERING & CONSTRUCTION
MGR-ENVIRONMENTAL HEALTH
MGR-ENVIRONMENTAL SERVICES
MGR-FACILITIES MAINTENANCE
MGR-FLEET SERVICES
MGR-FLEET/ENVIRONMENTAL SVCS
MGR-GAS SERVICES
MGR-GOVERNMENT/PUBLIC AFFAIRS
MGR-HOUSING AUTHORITY
MGR-HOUSING SERVICES
MGR-INFRASTRUCTURE MAINTENANCE
MGR-MAIN LIBRARY SVCS
MGR-MAINTENANCE OPERATIONS
MGR-MARINE OPERATIONS
MGR-NEIGHBORHOOD LIBRARY SVCS

MGR-NEIGHBORHOOD LIBRARY SVCS
MGR-NEIGHBORHOOD SERVICES
MGR-OIL OPERATIONS
MGR-PLANNING
MGR-PLANNING & DEVELOPMENT
MGR-PREVENTIVE HEALTH
MGR-PROPERTY SERVICES
MGR-PUBLIC HEALTH
MGR-PUBLIC SERVICE
MGR-RECREATION SERVICES
MGR-SAFETY/BUSINESS CONTINUITY
MGR-SECURITY & EMERGENCY PREP
MGR-SPECIAL EVENTS & FILMING
MGR-SUPPORT SERVICES-HEALTH
MGR-TECH INFRASTRUCTURE SVCS
MGR-WORKFORCE DEVELOPMENT
NEIGHBORHOOD IMPRVMT OFFICER
NEIGHBORHOOD RESOURCES OFFICER
NURSING SERVICES OFFICER
NUTRITION SERVICES OFFICER
OCCUPATIONAL HLTH SVCS OFFICER
PARK DEVELOPMENT OFFICER
PARKING OPERATIONS OFFICER
PLANNING OFFICER
POLICE ADMIN BUREAU CHIEF
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE RECORDS ADMINISTRATOR
PREVENTION SERVICES OFFICER
PROCUREMENT & WAREHOUSE SUPV
REAL ESTATE OFFICER
RECREATION SUPERINTENDENT
RECREATION SUPERINTENDENT
REDEVELOPMENT ADMINISTRATOR
REDEVELOPMENT PROJECT OFFICER
REDEVELOPMENT PROJECT OFFICER
REDEVELOPMENT PROJECT OFFICER

REDEVELOPMENT PROJECT OFFICER
REVENUE MANAGEMENT OFFICER
RISK MANAGER
SECRETARY TO THE BOARD-WATER
SERRF OPERATIONS OFFICER
SEWER OPERATIONS SUPT
SPECIAL PROJECTS OFF-HOUSING
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFF-PUB WORKS
SPECIAL PROJECTS OFF-PUB WORKS
STRM WTR/ENVRN CMLNOC OFFICER
SUPT-AIRPORT OPERATIONS
SUPT-AIRPORT OPERATIONS
SUPT-FLEET ACQUISITION
SUPT-FLEET MAINTENANCE
SUPT-FLEET OPERATIONS
SUPT-OPERATIONS
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PERSONNEL & TRAINING
SUPT-PIPELINE CONST & MAINT
SUPT-REFUSE & STREET SWEEPING
SUPT-STREET MAINTENANCE
SUPT-TOWING & LIEN SALES
SUPT-TRAFFIC OPERATIONS
TECHNICAL SUPPORT OFFICER
TELECOMMUNICATIONS OFFICER
TELEMETRY SYSTEMS SUPT
TRANSPORTATION PROGRAMMING OFF
TREASURY OPERATIONS OFFICER
TREASURY OPERATIONS OFFICER
VIDEO COMMUNICATIONS OFFICER
WATER OPERATIONS SUPT
WATER TREATMENT SUPT
WIRELESS COMMUNICATIONS OFCR
WORKFORCE DEVELOPMENT OFFICER
WORKFORCE DEVELOPMENT OFFICER
WORKFORCE DEVELOPMENT OFFICER
ZONING OFFICER

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

October 1, 2010 to September 30, 2011

TABLE OF CONTENTS

ARTICLE ONE - MEMORANDUM

<u>Section</u>	<u>Page</u>
I - Parties to Memorandum of Understanding	1
II - Recognition.....	1
III - Purpose	1
IV - Nondiscrimination	1
V - Employee Organizational Rights and Responsibilities	2
A. Association List.....	2
B. Notification of Classification Specification Changes	2
C. Representational Time-Off	2
D. Posting and Dissemination of Information	2
E. Representational Information	2
VI - City Obligations and Responsibilities.....	3
A. City Obligations.....	3
B. Definition of City Obligations.....	3
VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations	4
VIII - Peaceful Performance of City Services	4

ARTICLE TWO - SALARIES AND COMPENSATION

I - Classifications - Pay Rates - Salary Increases.....	5
A. Listing of Classifications and Rates of Pay.....	5
B. General Salary Increase	5
C. Step Advancement.....	5

TABLE OF CONTENTS

D. Deferred Compensation 7

II - Overtime..... 8

III - Skill Pay..... 8

IV - Higher Classification Pay 8

V - Call Back..... 9

VI - In-Lieu Compensation 9

VII - Professional/Technical Training..... 10

VIII - Mileage Reimbursement..... 10

IX - Bilingual Pay 11

X - Miscellaneous 11

ARTICLE THREE - PAID TIME OFF BENEFITS

I - Vacation 12

II - Sick Leave..... 12

A. Sick Leave Credits 12

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness... 13

C. Preservation of Sick Leave (Vacation) During Extended Leave 13

**D. Continuation of Health Insurance for Surviving Spouse and/or
Eligible Dependents 13**

E. Medical Certification 13

III - Bereavement Leave..... 14

IV - Holidays Enumerated 14

V - Jury Service..... 15

VI - Standby Pay..... 15

TABLE OF CONTENTS

ARTICLE FOUR - HEALTH INSURANCE BENEFITS

I - Health, Dental and Life Insurance..... 16

II - Disability/Life Insurance 17

A. Short-term/Long-term Disability Benefits 17

B. Life Insurance..... 17

ARTICLE FIVE - RETIREMENT AND WORKERS' COMPENSATION

I - Retirement..... 18

A. Continuation of Retirement Benefits 18

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)..... 18

C. Report the Value of Employer-Paid Member Contributions (EPMC) – Special Compensation..... 18

D. Superfunding..... 18

II - Workers' Compensation 18

ARTICLE SIX - OTHER BENEFITS AND EMPLOYMENT CONDITIONS

I - Employee Parking 20

II - Transfer/Reassignment/Change of Shifts 20

III - Rest Periods 20

ARTICLE SEVEN - GRIEVANCE PROCEDURE

I - Definition..... 21

II - Grievance Presentation 21

III - Grievance Forms 21

IV - Time Off For Processing Grievances 22

A. Informal..... 22

B. Formal..... 22

TABLE OF CONTENTS

V - Cost of Witnesses at Grievance 22

VI - Extension of Time Limits..... 22

VII - Informal Procedure 22

VIII - Formal Procedure 23

Step One - Department Head 23

Step Two - Human Resources Department Head/Designee 23

Step Three - City Manager 24

ARTICLE EIGHT - GENERAL PROVISIONS

I - Conclusiveness of Agreement 25

II - Support of Agreement..... 25

III - Separability 25

IV - Ratification and Implementation..... 25

V - Term and Renegotiation 26

VI - Execution of Agreement..... 27

APPENDIX A CONFIDENTIAL UNIT LISTING 28

APPENDIX B SALARY SCHEDULE..... 29

APPENDIX C SKILL PAY 30

APPENDIX D APPROVED SITES FOR MEETING..... 31

ARTICLE ONE

MEMORANDUM

Section I - Parties to Memorandum of Understanding

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

Section II - Recognition

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

Section III - Purpose

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

Section IV - Nondiscrimination

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

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

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation 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 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information:

A downloaded file on diskette with the following information for each employee:

Name, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

Section VI - City Obligations and Responsibilities

A. City Obligations

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

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

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 notice 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.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

Salary Ranges

1. While there exists salary inequity issues with like classifications in a different Association that has a current contract agreement, and while these inequities will continue to increase and thus create recruitment and retention difficulties for LBACE represented positions, the Long Beach Association of Confidential Employees recognizes the City's current financial situation and, therefore, agrees that there will be no general salary increases for the term of this agreement.

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

C. Step Advancement

1. Performance Increases

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

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 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 salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively

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

3. Performance System

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

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

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

4. Appeal Process

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

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.
- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding

the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.

- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

The City will contribute \$75 per month for all permanent members of the Association.

Section II - Overtime

1. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding sick leave) in a work week up to 60 work hours. Hours charged to sick leave shall not be considered when determining premium pay under the provision of the FLSA. However, if the employee has actually worked more than 40 hours in the work week, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.
2. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in

accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.

3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.
4. Paid sick leave will be excluded from overtime calculation when determining premium pay under the provisions of the Fair Labor Standards Act.

Section III - Skill Pay

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

Section IV - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional eighty cents (\$0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per fiscal year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular employee or vacant due to resignation, termination or other such action.
3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources.

Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

1. 0.5 hours worked
2.0 travel time (1.0 hour travel time)

2.5 total time = 2.0 hours paid (minimum)

2. 0.5 hours worked
1.0 travel time
 1.5 total time = 2.0 hours paid (minimum)
3. 2.5 hours worked
1.5 travel time (1.0 hour travel time)
 4.0 total time = 3.5 hours paid
4. 2.0 hours worked
0.5 travel time (1.0 hour travel time)
 2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

Section VI - 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 \$430.

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 VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$500 per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- B. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, shall be authorized to use his or her personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives 300 or more miles in any calendar month in the performance of his or her duties shall be reimbursed at the current IRS rate plus an additional \$0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional \$0.10 per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate. Employee shall not receive additional compensation for those miles already paid at the higher rate.
- C. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- D. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.
- E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

Section IX – Bilingual Pay

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

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

Employees who meet all the criteria shall be paid an additional seventy cents (\$0.70) per hour, or five dollar and sixty cents (\$5.60) per diem. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager or other appointing authority and the Department Head on an as-needed basis.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

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

Section II - Sick Leave

A. Sick Leave Credits

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

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

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

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

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

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

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

Said premium payment shall continue until:

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

E. Medical Certification

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

Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, great-grandfather, great-grandmother, grandchild, foster child or same-sex domestic partner.

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

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV - Holidays

1. New Year's Day - January 1
Martin Luther King Jr. Day - 3rd Monday in January
Washington's Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving - Fourth Thursday and following Friday in November
Christmas Day - December 25
Personal Holiday Leave - (32.0 hours)
2. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.
3. 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 personal holidays (32 hours).

4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
5. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.
7. The following holiday/personal holiday leave hours will be credited on a one-time basis to employees on July 1, 2006.

Permanent Full-Time Employees – 40.0 hours of holiday/personal holiday leave

Permanent Part-Time Employees – 32.0 hours of holiday/personal holiday leave

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.

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 unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.

- D. Standby duty shall be compensated at eighty-five cents (\$0.85) per hour, and ninety-five (\$0.95) per hour effective 07/01/06, for each full hour of standby duty.

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

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

Effective December 1, 2004 - \$796 per month

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

- a. Every January 1st during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be paid by the employee but will not exceed 30% of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.

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

3. On January 1, 2011, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

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

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City

Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Disability/Life Insurance

- A. Short-term/Long-term Disability Benefits - Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

- B. Life Insurance - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$75,000 life insurance or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Continuation of Retirement Benefits

1. The City will continue to provide pension benefits in accordance with the contract in effect on October 1, 2010 and shall continue to pay an amount equal to six-eighths (6/8) of the eight percent (8%) individual employee contribution to CalPERS on behalf of each employee who is eligible for and enrolled in the California Public Employees Retirement System (CalPERS) prior to the effective date of the CalPERS contract amendment in B. below and prior to City Council approval of the resolution in A.2. below.
2. Newly hired City of Long Beach employees represented by the LBACE that are hired on or after the date of the City Council's approval by resolution, shall contribute from his/her annual salary his/her full eight percent (8%) employee contribution to CalPERS.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.0% at 60 Modified retirement formula. Final compensation shall be calculated based on a thirty-six (36) month average. The City shall not contribute to the individual employee contribution.

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

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

D. Superfunding

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

Section II - Workers' Compensation

- A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:
1. Employee is hospitalized.
 2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.
 3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
 4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

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

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

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 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 free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
2. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - 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 III - 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.

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.

- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

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 his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

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, without loss of pay. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

Section VI - 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, and the designated management representative.

Section VII - Informal Procedure

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

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

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

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

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

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources Department Head/Designee

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

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

Step Three - City Manager

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

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

ARTICLE EIGHT

GENERAL PROVISIONS

Section I - Conclusiveness of Agreement

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

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

Section II - Support of Agreement

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

Section III - Separability

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

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

Section IV - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the 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 implementation on. 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.

Section V - Term and Renegotiation

The term of this MOU shall commence on October 1, 2010, and shall remain in effect through September 30, 2011. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2011 to May 15, 2011 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of December, 2010.

LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

Julissa Jose-Murray, President

Michael Manning, Negotiator

Beverly Nieves, Negotiator

Caprice McDonald, Negotiator

CITY OF LONG BEACH

Patrick H. West, City Manager

Deborah R. Mills, Director of Human Resources

Ken Walker, Manager of Personnel Operations

Tara Brewer, Personnel Analyst III

Nani Blyleven, Administrative Analyst III

APPROVED AS TO FORM:

Robert E. Shannon
City Attorney

APPENDIX A - CONFIDENTIAL UNIT

TITLE	DEPARTMENT
CHIEF OF STAFF-PROSECUTOR-CONF	CITY PROSECUTOR
ASST ADMIN ANALYST II-CONF	CIVIL SERVICE
PERSONNEL ANALYST I-CONF	CIVIL SERVICE
PERSONNEL ANALYST II-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ASST ADMIN ANALYST II-CONF	FINANCIAL MANAGEMENT
SECRETARY-CONF	FINANCIAL MANAGEMENT
SENIOR ACCOUNTANT-CONF	FINANCIAL MANAGEMENT
ADMINISTRATIVE AIDE II-CONF	HUMAN RESOURCES
ADMINISTRATIVE ANALYST III-CNF	HUMAN RESOURCES
ADMINISTRATIVE ANALYST III-CNF	HUMAN RESOURCES
ASST ADMIN ANALYST II-CONF	HUMAN RESOURCES
CLERK TYPIST III-CONF	HUMAN RESOURCES
CLERK TYPIST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST II-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
SAFETY SPECIALIST I-CONF	HUMAN RESOURCES
SAFETY SPECIALIST II-CONF	HUMAN RESOURCES
SECRETARY-CONF	HUMAN RESOURCES
SECRETARY-CONF	HUMAN RESOURCES
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
BUSINESS SYS SPECLST V-CONF	TECHNOLOGY SERVICES
BUSINESS SYS SPECLST VI-CONF	TECHNOLOGY SERVICES

APPENDIX B

SALARY SCHEDULE

The current Salary Resolution will contain the correct pay rate schedules.

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560.	For regular and frequent use of certified oral and written bilingual skills.	\$0.70 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person for employee health insurance programs.	\$2.00 per hour

APPENDIX D

APPROVED SITES FOR MEETING

<u>Location</u>	<u>Site</u>	<u>Contact</u>
<u>CITY HALL</u>		Director of Human Resources
7th Floor Civil Service	Board Rooms or Testing Rooms Hall	
12th Floor Technology Services	Conference Room	
13th Floor City Manager	Conference Rooms	
Library	Meeting Room	

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH IMPLEMENTING GOVERNMENT CODE SECTION 20636(c)(4) PURSUANT TO SECTION 20691 BY PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR SWORN FIRE SAFETY MANAGERS REPRESENTED BY THE LONG BEACH MANAGEMENT ASSOCIATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

WHEREAS, the City of Long Beach has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691; and

WHEREAS, the City of Long Beach has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as special compensation; and

WHEREAS, one of the steps in the procedures to implement this section is the adoption by the governing body of the City of Long Beach of a resolution giving notice of its intention to commence paying and reporting the value of employer paid member contributions (EPMC) as compensation for all members of the group or class as identified herein.

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

Section 1. Effective as of February 26, 2011, the governing body of the City of Long Beach shall implement Government Code Section 20636(c)(4) pursuant to Section 20691 by paying and reporting the value of Employer Paid Member Contributions (EPMC) for Sworn Fire Safety Managers represented by the Long Beach Management

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

1 Association. This benefit shall consist of the City paying 7% of the normal contributions
2 as EPMC, and reporting the same percent value of compensation earnable, excluding
3 special compensation pursuant to Government Code Section 20636(c)(4) as additional
4 compensation. The employee shall pay 2% of the normal contribution.

5 Section 2. New City employees hired on or after February 26, 2011, who
6 are sworn Fire Safety Managers represented by the Long Beach Management
7 Association shall pay 100% of the normal contributions and the City shall pay 0% of the
8 normal contributions.

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

11 I hereby certify that the foregoing resolution was adopted by the City
12 Council of the City of Long Beach at its meeting of _____, 2011, by the
13 following vote:

14
15 Ayes: Councilmembers: _____

16 _____

17 _____

18 _____

19 Noes: Councilmembers: _____

20 _____

21 Absent: Councilmembers: _____

22 _____

23 _____

24 _____

25 _____
City Clerk

26 _____

27 _____

28 _____