

**LETTER OF AGREEMENT  
FOR UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS  
AND EMPLOYEE INFORMATION  
Between the City of Long Beach and the Long Beach Supervisors Employees  
Association**

**I. Purpose**

The purpose of this Letter of Agreement (hereinafter, Agreement) is to memorialize the rights and obligations of the City of Long Beach (hereinafter, City) and the Long Beach Supervisors Employees Association (hereinafter, Union) in accordance with Government Code Sections 3555-3559 for Union access to New Employee Orientations (hereinafter, NEOs) and for certain employee information provided to the Union by the City.

**II. Application**

This Agreement shall apply to all the bargaining units for which Union is the recognized employee organization. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the City.

**III. Notice and Access**

- A. Written Notice: The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs. The City will notify the union of any changes.
- B. Single Point of Contact: The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.
- C. Citywide NEOs: The Long Beach Supervisors Employees Association conveyed interests to attend Department employee orientations and to be notified of Citywide NEOs. New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled bi-annually for every other month and any Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the bi-annual schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.

- D. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.
- E. Union Access and Presentation at Department NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented new employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The new employees attending the NEO, including meeting with the Union shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator. At all NEOs, the Union shall limit its presentation to a general introduction to its organization, history, by-laws, benefits of membership and to answer questions from the new employees. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures or other topics that would be considered beyond general discussion of the benefits of Union membership. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is scheduled to work and is needed by the Union to meet with new employees at a scheduled Department NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other union's presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other unions, or any other individuals.
- F. Audio/Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Department NEO.

#### **IV. Employee Data Information**

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

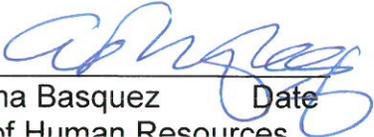
#### **V. Hold Harmless**

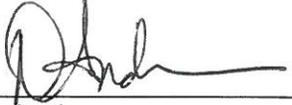
The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

LBSEA Letter of Agreement  
AB 119: New Employee Orientations

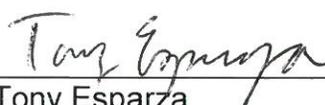
In witness thereof, the parties hereto agree to this Letter of Agreement to be executed this  
15<sup>th</sup> day of October, 2018.

FOR THE CITY OF LONG BEACH:

  
\_\_\_\_\_  
Alejandrina Basquez      Date  
Director of Human Resources  
City of Long Beach

  
\_\_\_\_\_  
Dana Anderson      Date  
Manager of Labor Relations  
City of Long Beach

FOR THE LONG BEACH  
SUPERVISORS EMPLOYEES  
ASSOCIATION:

  
\_\_\_\_\_  
Tony Esparza      Date  
President  
Long Beach Supervisors Employees  
Association