

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF LONG BEACH**

**AND**

**THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES**

**October 1, 2015 to September 30, 2019**

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## **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

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective dates indicated:

**WAGES**

Effective October 1, 2016, bargaining unit members shall receive a 2% percent general wage increase.

Effective October 1, 2017, bargaining unit members shall receive a 2% percent general wage increase.

Effective October 1, 2018, bargaining unit members shall receive a 2% percent general wage increase.

City shall make a one-time ad hoc lump sum payment of 3 percent (3%) of annual base pay in accordance with Appendix E.

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. Effective June 1, 2017, the City will calculate overtime based on FLSA requirements to only include time actually worked for those employees eligible to receive FLSA overtime. Further, during the term of this Agreement, the City may conduct audits of positions to determine FLSA exempt and non-exempt status. If the City determines that an employee's position status should be changed, the City agrees to meet and confer with the bargaining unit about the change in FLSA designation.
- 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.

### **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.

Effective June 1, 2017, the parties agree to eliminate the Floor Warden skill pay.

### **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 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.
2. 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.
3. 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</u> <u>Service Completed</u>	<u>Equivalent Vacation Days</u> <u>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.

### **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 ninety-five (\$0.95) per hour 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, 2016 — \$1,686.93 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. Every January 1<sup>st</sup> during the term of the agreement, and thereafter, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
1. On January 1, 2017, and every January 1 thereafter during the term of this agreement, employees with single or two-party plan health coverage shall pay 30% of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.
2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30 whichever is less, over the rates in effect in the prior year for the plan options selected.
3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.
- The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps until the carryover amount is exhausted by adding it to the employee's portion.
- These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.
- C. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). During the term of this Agreement only, the parties

agree to work through the HIAC to mitigate employee benefit program cost increases for Plan Year 2018 and 2019.

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 term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15<sup>th</sup> 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 Manager 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

For members of the bargaining unit employed in those classification set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006 but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a Classic CalPERS member), in accordance with the Public Employees' Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

B. PEPRA

Employees hired on or after January 1, 2013 who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.60.

**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 – Economic Crisis Clause**

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

### **Section IV - Separability**

This MOU is subject to all applicable federal and California 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 V - Ratification and Implementation**

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

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

The term of this MOU shall commence on October 1, 2015, and shall remain in effect through September 30, 2019. 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, 2019 to May 15, 2019 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

**Section VII – Execution of Agreement**

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 5 day of April, 2017.

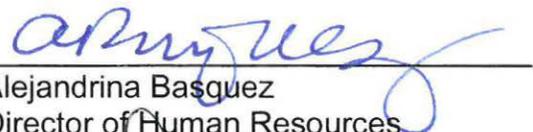
LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

  
Arlen Crabtree  
President

  
Beverly Nieves  
Negotiator

CITY OF LONG BEACH

  
Patrick H. West  
City Manager

  
Alejandrina Basquez  
Director of Human Resources

  
Ken Walker  
Manager of Labor Relations

APPROVED AS TO FORM:

  
Charles Parkin 5-3-17  
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
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 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
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.

## APPENDIX E

### FY 16 ONE-TIME PAYMENT

The parties agree to the following one-time payment during the term of the MOU as follows:

1. City shall make a one-time ad hoc payment of three percent (3%) of annual base pay (salary or wages) to each eligible bargaining unit member as specified in this Appendix.
2. The one-time payment shall apply to current or former bargaining unit members that are active employees as of the MOU effective date and who have worked scheduled/regular hours during the period of October 1, 2015 to September 30, 2016. The one-time payment shall be prorated based on the annual base pay for the hours the employee worked during the period of October 1, 2015 to September 30, 2016.
3. The one-time payment shall be calculated as 3% of annual base pay at the hourly rate effective on September 30, 2016. The one-time payment calculation, shall exclude any additional compensation over and above an employee's normal base pay, such as, but not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation or overtime.
4. The one-time payment shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.
5. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.
6. The one-time ad hoc payment shall be paid at the time the City's regular payroll is paid at the conclusion of the payroll period following the MOU effective date (approved by the City Council).