MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

OCTOBER 1, 2015 TO SEPTEMBER 30, 2019

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I – Parties of Memorandum of Understanding

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

Section II – Recognition

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

Section III – Purpose

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

Section IV – Nondiscrimination

A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing 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 or Civil Service, and shall be entitle to pursue California or federal statutory rights.

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for Association dues and benefit program premiums shall be certified to the City by the designated Association official. For such purposes, effective July 1, 2006, the City shall charge the Association for each employee five and one-half cents ($.055) per deduction for Association dues and five and one-half cents ($.055) per deduction for all other deductions. The deductions shall be made twice a month.

The Association hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.

B. Association Representatives

The Association shall submit a current list of Association representatives (Board Members and alternates) to the Director of Human Resources ("Director"). Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Association and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter.

D. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing departmental work rules affecting conditions of employment, the City shall give the Association reasonable notice as defined by the Government Code prior to placing the new rules, or changes in such existing rules, into effect. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Association, the City, and the employees.

E. Representational Time-Off

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 350 hours to be used for general Association business. The Association shall provide the Director with a monthly accounting of how this time is being used, listing: name, department, date, and work hours used, rounded off to 12-minute increments. Unused time cannot be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Bulletin Boards

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

G. Work Access and Distribution of Notices

1. Authorized Association staff, field representatives or employee representatives (Board Members and alternates pursuant to Article I Section V-B) shall be given access to work locations during working hours to conduct Association business so long as it is not unreasonably disruptive of normal working processes. Management may deny access if it feels it will unreasonably interfere with work. The Association representative must advise management when he/she has arrived on site.

2. The Association shall give to all department heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list.

3. With prior City approval, the Association may have access to available conference rooms and/or City facilities during non-work hours.

4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without

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

H. Representational Information

Unless an employee notifies the City in writing that he/she does not want the social security number released, the City shall provide the Association with the following information:

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

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

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

Section VI – City Obligations and Responsibilities

A. City Obligations

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

1. To manage the City.

2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.

3. To recruit, select, hire, evaluate, promote, and discipline.

4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.

5. To determine and/or change the size and composition of the City work force and assign work to employees.

6. To determine the issues of public policy and the overall mission of the City.

7. To maintain order and efficiency in City facilities and operations.

8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.

9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.

10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

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

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

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

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

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

Section VIII – Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

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

Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights.

The City agrees that there shall be no general lockout of LBAEE bargaining unit members.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section I.A on the effective dates indicated:

Wages

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

Effective the first day of the first full pay period after City Council ratification of this agreement, or October 1, 2017, whichever occurs first, bargaining unit members shall receive a 2 percent (2%) general wage increase.

Effective July 1, 2018, bargaining unit members shall receive a 2 percent (2%) 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 B.

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

Recruitment and Retention Study

The City and LBAEE will conduct a joint study on the recruitment and retention issues within the Bargaining Units. Upon completion, the study will be presented to the City Manager, General Manager of the Water Department, and the Executive

Director of the Harbor Department so that each Appointing Authority may conduct a Labor/Management Committee to address the results of the study.

C. Step Advancement/Performance System

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 C.3. below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the Pay Rate Schedule for the classification, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance 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 an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, 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. (For employees in the Water Department and Harbor Department, this shall constitute the final step of the appeal process.)

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.

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 hours paid (excluding sick leave) in a work week, up to 40 work hours. Hours charged as sick leave will be excluded from overtime calculation for exempt and non-exempt employees when determining premium pay under the provisions of FLSA. However, if the employee has actually worked more than 40 hours in the workweek, 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. During the term of this Agreement, the City will be reviewing its overtime policies, ordinances and resolutions. During the term of this Agreement, the parties agree to meet and confer over changes to City overtime policies, overtime ordinances and overtime resolutions as required by the Meyers Milias Brown Act. The Association retains the right to negotiate any changes to the fullest extent permitted by law.

3. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted if it results in the disruption of departmental operations. It may also not be granted 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.

4. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

   (26.67 straight time hours x 1 ½ = 40)

5. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.

6. All banked time-off hours not taken prior to the effective date of a salary range decreases which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section 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 – Night Shift Differential

Night shift differential shall be compensated at one dollar and twenty five cents ($1.25) per hour.

Night shift differential shall be paid to any permanent full-time employee whose regular schedule requires the employee to work between the hours of 6:00 p.m. and 6:00 a.m. provided that either:

A. The employee works ½ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or

B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a "split shift." Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or

C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

Section V – Higher Classification Pay

Upon the first day of the first full pay period after City Council ratification of this agreement, the Higher Classification Pay rate shall increase from $0.80 to $1.60 per hour. Each employee who is required to perform the full range of duties in a vacant, higher classification, up to and including division manager, shall be paid an additional one dollar and sixty cents ($1.60) per hour provided the following conditions are met:

1. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.

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 the appointing authority or designee.

Section VI – 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. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at the IRS rate.

C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars ($385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.

D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of $125.00 per month plus $.12 per mile for each mile incurred on City business.

E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at the designated rate per mile for mileage incurred on City business.

F. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.

G. 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 a City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. Except as otherwise indicated in the provisions below, an employee must report for work in order to be eligible for compensation.

A. Employees who are called back to work after completion of their regular shift, and have left the work location, shall receive three (3) hours minimum at rate of time and one-half, or one (1) hour travel time plus time actually worked, whichever is greater, except as provided for in Section VII.B below:

   Examples:

   0.5 hours worked
   2.0 travel time (1.0 hour travel time)
   2.5 total time = 3.0 hours paid (minimum)

   0.5 hours worked
   1.0 travel time
   1.5 total time = 3.0 hours paid (minimum)

   2.5 hours worked
   1.5 travel time (1.0 hour travel time)
   4.0 total time = 3.5 hours paid

   2.0 hours worked
   0.5 travel time (1.0 hour travel time)
   2.5 total time = 3.0 hours paid

B. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before he/she leaves home, shall receive 30 minutes of pay at straight time.

C. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to take action to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive 15 minutes minimum at the rate of time and one-half the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours.

Section VIII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid $440.00.

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.

ARTICLE THREE

PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

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

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 or, parent, spouse or same-sex domestic partner

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 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 of a Retired Employee

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

1. The employee has an effective retirement date of July 1, 1983, or later; or

2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.

2. A dependent child 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 the 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, 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

A. Holidays

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 fourth Friday in November
Christmas Day – December 25
Personal Holiday Leave – (32.0 hours)

B. 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.

C. For covered employees not on a holiday in-lieu schedule, four 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).

D. 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.

E. 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.

F. 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. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

Section VI – Standby Pay

A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.

B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.

C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.

D. Standby duty shall be compensated at one dollar and fifty cents ($1.50) per hour for each full hour of standby duty.

ARTICLE FOUR

BENEFITS

Section I – Health, Dental and 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:

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. Effective every January 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

1. On January 1, 2017 and each January 1st thereafter, during the term of this Agreement, employees with single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional $25 whichever is less, over the rates in effect in the prior year for the plan options selected. 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 then 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 actual cost and the employee contributions outlined above.

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

Section II – City Health Insurance Advisory Committee (HIAC)

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. The Union shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health plans.

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 make recommendations to the City Manager on plan changes, benefit levels, payroll deductions, and deletion or addition of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period January 1, 2009 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 Manager will advise the association of the recommendations in writing, at least seven (7) calendar days before submitting them to the City Council for approval.

Section III – On-the-Job Death Benefit

Effective July 1, 2002, if an employee is a victim of violence in the workplace and is killed on the job, the City shall continue to provide health insurance and dental insurance benefits as follows:

1. For the surviving spouse until his/her marriage, death, or Medicare eligibility, whatever occurs first.

2. For the surviving children until their 19th birthday or until age 26 if a full-time student in an accredited college or university.

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

Section IV – Optional Life Insurance

Effective the first day of the first full pay period after City Council ratification, in addition to the life insurance currently provided to all full-time City employees, the City will provide employees covered by this MOU the ability to purchase increased term life insurance coverage at their own expense based on conditions established by the insurance carrier.

ARTICLE FIVE

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement Program

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004.

2. Effective October 1, 2013, employees shall pay the full employee share of eight percent (8%) of his/her annual salary towards his/her individual employee contribution.
3. Effective January 26, 2013, the City shall no longer designate EPMC as compensation earnable and shall not report it as such to CalPERS.

B. PEPRA

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

Section II – Workers' Compensation

A. Any Association employee, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated 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 fourteen (14) consecutive days.

3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.

4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been

compensated for the first three (3) calendar days of said absence following said injury or illness.

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, night shift differential, or higher classification pay.

ARTICLE SIX

OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

A. Employee parking shall be provided on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.

B. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II – Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

Section III – Personnel Files

An employee or his/her Association representative, with written consent of the employee shall be entitled to review all of his/her existing personnel folders upon request.

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

At the employee's request in writing, disciplinary memoranda for minor offenses, including suspensions not to exceed two (2) days and all tardy slips and notes of absenteeism, shall be "sealed" for reasons that such items shall not be used against the employee thereafter, if no further disciplinary action has been taken against the employee within two (2) years following issuance of the memoranda.

Any item that is sealed shall be removed from access from personnel except the department head or designee. If the employee believes there is material in the personnel

file that should be removed or sealed, he/she may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources and Affirmative Action unless there is some other alleged violation of the MOU within the grievance.

Section IV – Transfer/Reassignment/Change of Shifts

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

Section V – Accident Review

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

Section VI – Labor/Management Meetings

The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under a different Article of this MOU.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.

B. Matters excluded from consideration under the grievance procedure:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission;

4. Loss of skill pay due to a change of assignment, work or duties.

C. If an employee alleges that 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. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this Agreement, may be pursued under this Article.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative (Board member, or alternate) or Association staff. Grievances may also be presented by a group of employees or by the Association.

Section III – Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and Affirmative Action 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 and arbitration at Steps I through V, without loss of pay for the time so spent. One Association Staff or one Association Board Member may also observe the grievance meeting(s).

Section V – Cost of Witnesses at Grievance/Arbitration

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance/arbitration, without loss of pay for the time so spent. City employees called as witnesses, not on duty at the time, may receive compensation by the party of parties who request the witnesses.

Section VI – Number of Witnesses at Arbitration

Calling of witnesses by either party shall be done with a reasonable amount of constraint. Approximately three or four witnesses may be called by each party. In the event that more witnesses are desired by either party, the arbitrator shall make the final decision as to the number of witnesses permitted by each party.

Section VII – Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association staff, or Association representative (Association board member or alternate) and the designated management representative.

Section VIII – Informal Procedure

Both the City and the Association agree that grievance resolution at the informal level is preferred and should be encouraged by both parties.

Within 10 working days of the occurrence or knowledge of the matter, which causes the complaint, the employee shall 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.

Section IX – Formal Procedure

The Association has the right to be present if invited by the grievant at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this MOU. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One – First Level Division/Bureau 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, if this option was exercised, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau Head.

B. Within 10 working days the Division/Bureau 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.

Step Two – Department Head

A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head a copy of the first step response and a copy of the grievance. A meeting shall be held by the Department Head. An Association representative shall be present if requested by grievant(s).

B. Within 10 working days, the Department Head 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 Administrative Officer or equivalent for Department Head/designee.

Step Three – Director of Human Resources /Designee

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

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

B. Within 10 working days the Director of Human Resources and 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 Four – City Manager

A. Within 10 working days of the response from the third level, the grievant(s), if dissatisfied, may submit to the City Manager 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.

Step Five – Arbitration

If the City Manager (Water or Harbor – Department Head) does not satisfactorily dispose of the complaint, the Association may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Human Resources and Affirmative Action Department shall meet with the Association representative to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached as to the specific issue(s) so agreed shall be reduced to writing, and the submission agreement shall be submitted to arbitration. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue(s) not so submitted.

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

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of the panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;

3. Employees called as witnesses shall be released from duty as needed;

4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;

5. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;

6. Each party shall bear the expenses of presenting its own case;

7. Costs of making a stenographic record shall be borne equally;

8. Seventy-five percent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported;

9. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;

10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement;

11. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

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

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

Section II – Support of Agreement

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

Section III – Separability

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

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

Section 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

adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

The Association shall be provided copies of all proposed amendments to all applicable City ordinances including the Personnel Ordinance and the Salary Resolution prior to submission to the City Council for enactment.

Section V – Term and Renegotiation

The term of this MOU shall commence on October 1, 2016, 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 provision 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 VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 12th day of October, 2017.

THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES

JOSE IBARRA
Acting President

CAROLINA AVENDANO
Negotiator

ED CAPALARAN
Negotiator

BILL STONE
Negotiator

Not available for signature
DOUGLAS MCLAUGHLIN
Negotiator

Not available for signature
VICKY BARKER
Chief Negotiator

Not available for signature
RICH ANDERSON
CEA Representative

CITY OF LONG BEACH

PATRICK H. WEST
City Manager

ALEJANDRINA BASQUEZ
Director of Human Resources

KENNETH A. WALKER
Manager of Labor Relations

PAUL HEUCHERT
Personnel Analyst

APPROVED AS TO FORM

, 2017
CHARLES PARKIN, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

ASST CHIEF HARBOR ENGINEER
CHIEF BUILDING INSPECTOR
CHIEF CONSTRUCTION INSPECTOR
CHIEF SURVEYOR
CIVIL ENGINEER
CIVIL ENGINEERING ASSISTANT
CIVIL ENGINEERING ASSIST-NC
CIVIL ENGINEERING ASSOCIATE
CIVIL ENGINEERING ASSOC-NC
CIVIL ENGINEERING ASST-NC
CIVIL ENGINEER-NC
COMB BLDG INSP AIDE I
COMB BLDG INSP AIDE II
COMB BLDG INSP AIDE II-NC
COMB BLDG INSP AIDE I-NC
COMB BLDG INSPECTOR
COMB BLDG INSPECTOR-NC
CONSTRUCTION INSP II-NC
CONSTRUCTION INSP II-NC
CONSTRUCTION INSP I-NC
CONSTRUCTION INSP I-NC
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
CONSTRUCTION MANAGER
CORROSION CONTROL SUPERVISOR
DEPUTY CHIEF HARBOR ENGINEER I
DEPUTY CHIEF HARBOR ENGR II
DEPUTY FIRE MARSHAL
ELECTRICAL ENGINEER
ELECTRICAL ENGINEERING ASSOC
ELECTRICAL INSPECTOR
ENGINEERING AIDE I
ENGINEERING AIDE II
ENGINEERING AIDE III
ENGINEERING AIDE III-NC
ENGINEERING AIDE II-NC
ENGINEERING AIDE I-NC
ENGINEERING TECH I
ENGINEERING TECH II
ENGINEERING TECHNICIAN II-NC
ENGINEERING TECHNICIAN II-NC
ENGINEERING TECHNICIAN I-NC
ENGINEERING TECHNICIAN I-NC
ENVIRON REMEDIATION SPEC I
ENVIRON REMEDIATION SPEC II
ENVIRONMENTAL SPEC ASSOC-NC
ENVIRONMENTAL SPEC ASST-NC
ENVIRONMENTAL SPECIALIST ASSOC
ENVIRONMENTAL SPECIALIST ASSOC
ENVIRONMENTAL SPECIALIST ASST
ENVIRONMENTAL SPECIALIST I
ENVIRONMENTAL SPECIALIST II
GEOGRAPHIC INFO SYS ANALYST I
GEOGRAPHIC INFO SYS ANALYST II
GEOGRAPHIC INFO SYS ANLYST III
GEOGRAPHIC INFO SYS SUPV
GEOLOGIST I
GEOLOGIST II
HARBOR MARINE ENGINEER
LANDSCAPE ARCHITECT
MANAGER OF RAIL TRANSPORTATION
MATERIALS INSPECTOR
MATERIALS TESTING CHEMIST
MECHANICAL ENGINEER
MECHANICAL ENGINEERING ASSOC
OIL FIELD GAUGER I
OIL FIELD GAUGER II
PERMIT CENTER SUPERVISOR
PERMIT TECHNICIAN I
PERMIT TECHNICIAN II
PETROLEUM ENGINEER I
PETROLEUM ENGINEER II
PETROLEUM ENGINEERING ASSOC
PETROLEUM ENGINEERING ASSOC I
PETROLEUM ENGINEERING ASSOC II
PETROLEUM ENGINEERING ASST
PETROLEUM ENGINEERING TECH

PLAN CHECKER-ELECTRICAL
PLAN CHECKER-ELECTRICAL I
PLAN CHECKER-ELECTRICAL II
PLAN CHECKER-FIRE PREVENTION
PLAN CHECKER-FIRE PREVENTION I
PLAN CHECKER-FIRE PREVNTN II
PLAN CHECKER-MECHANICAL
PLAN CHECKER-MECHANICAL I
PLAN CHECKER-MECHANICAL II
PLAN CHECKER-PLUMBING
PLAN CHECKER-PLUMBING I
PLAN CHECKER-PLUMBING II
PLUMBING INSPECTOR
PORT HYDROGRAPHER
PRINCIPAL BUILDING INSPECTOR
PRINCIPAL BUILDING INSP-NC
PRINCIPAL CONSTRUCTION INSPCTR
PRINCIPAL GEOL DRAFTING TECH
PROGRAM SCHEDULER
PROJECT ESTIMATOR
PROJECT SCHEDULER I
PROJECT SCHEDULER II
SENIOR ARCHITECTURAL ENGINEER
SENIOR CIVIL ENGINEER
SENIOR CIVIL ENGINEER-NC
SENIOR COMB BLDG INSP-NC
SENIOR COMBINATION BLDG INSP
SENIOR ELECTRICAL ENGINEER
SENIOR ELECTRICAL INSPECTOR
SENIOR ENGINEERING TECH I
SENIOR ENGINEERING TECH II
SENIOR ENGINEERING TECH II-NC
SENIOR ENGINEERING TECH I-NC
SENIOR ESTIMATOR
SENIOR GEOLOGICAL DRAFTNG TECH
SENIOR MECHANICAL ENGINEER
SENIOR MECHANICAL INSPECTOR
SENIOR PLUMBING INSPECTOR
SENIOR PROGRAM MANAGER
SENIOR PROGRAM MANAGER-WATER
SENIOR SCHEDULER
SENIOR STRUCTURAL ENGINEER
SENIOR SURVEY TECHNICIAN
SENIOR SURVEY TECHNICIAN-NC
SENIOR SURVEYOR
SENIOR TRAFFIC ENGINEER
STRUCTURAL ENGINEER
STRUCTURAL ENGINEERING ASSOC
STRUCTURAL ENGINEERNG ASSOC-NC
SURVEY SUPERVISOR
SURVEY TECHNICIAN
SURVEY TECHNICIAN-NC
SURVEYOR
SURVEYOR-NC
TRAFFIC ENGINEER
TRAFFIC ENGINEERING AIDE I
TRAFFIC ENGINEERING AIDE II
TRAFFIC ENGINEERING AIDE I-NC
TRAFFIC ENGINEERING ASSIST-NC
TRAFFIC ENGINEERING ASSOC I
TRAFFIC ENGINEERING ASSOC II
WATER QUALITY PROCESS ENGR

APPENDIX B

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).

APPENDIX C

SKILL PAY

EFFECTIVE DATE: July 1, 2006

	Classification	Skill	Additional Compensation
1.	*Non-management classifications represented by the LB Assoc. of Engineering Employees*	For regular and frequent use of certified oral and/or written bilingual skills	$0.70 per hour
*2.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Electrical Inspector; Sr. Electrical Inspector; Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical Inspector; Plan Checker-Electrical; Plan Checker-Mechanical; Plan Checker-Plumbing; Plan Checker-Fire Prevention; Principal Building Inspector; Chief Building Inspector; Plan Checker-Electrical I-II; Plan Checker-Fire Prevention I-II; Plan Checker-Mechanical I-II; Plan Checker-Plumbing I-II	When possessing certifications issued by nationally recognized trades organizations that must be re-certified annually and approved by the City Building Official or Fire Marshall. No more than one skill pay shall be awarded for each trade ($0.75 per hour for one specialty certification, $1.00 for two, $1.25 for three, up to a maximum of $1.50 per hour for four certifications)	$0.75 per hour $1.00 per hour $1.25 per hour $1.50 per hour
*3.	Combination Building Inspector Aide I and II; Combination Building Inspector; Sr. Combination Building Inspector; Electrical Inspector; Sr. Electrical Inspector; Plumbing Inspector; Sr. Plumbing Inspector; Sr. Mechanical	When registered by the Int'l Conference of Building Officials or the Int'l Code Council and re-certified on an annual basis in accordance with Planning and Building Department regulations ($0.75 per hour for one specialty certification,	$0.75 per hour $1.00 per hour $1.25 per hour $1.50

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

	Checker-Mechanical I-II; Plan Checker-Plumbing; Plan Checker-Plumbing I-II		
*9.	Corrosion Control Supervisor; Construction Inspector I; Construction Inspector II; Principal Construction Inspector	When possessing an American Welding Society certificate for gas pipeline welding inspections or a National Association of Corrosion Engineers certificate ($0.75 per hour for one specialty certification, up to a maximum of $1.00 per hour for two certifications)	$0.75 Per hour $1.00 Per hour

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

Effective the first full pay period after Council ratification of the MOU, the parties agree to eliminate the Floor Warden skill pay. The City recognizes that the Floor Warden duties are voluntary for LBAEE members and that LBAEE members shall not be subjected to disciplinary action, demotion, involuntary transfer or impact an employee's performance evaluation if they withdraw from serving or refuse to perform Floor Warden duties. Should employees covered by this MOU decide to withdraw from performing the Floor Warden duties, they shall provide at least a two-week written notice to their supervisor that they no longer desire to perform those duties.

Effective upon Council ratification of the MOU, the City shall extend the International Code Council (ICC) Skill Pay to the Permit Technician and Permit Center Supervisor classifications for those certificates that are not part of the minimum requirements for the classifications.