

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

And

THE LONG BEACH LIFEGUARD ASSOCIATION

November 1, 2005 to September 30, 2008

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I - Parties to 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, and the Long Beach Lifeguard Association pursuant to Government Code 3500 et. Seq.

Section II - Recognition

Pursuant to Government Code Section 3507, the City of Long Beach hereby recognizes the Long Beach Lifeguard Association as the exclusive representative for employees identified in the classifications referred to in Article Two, Section I of this Agreement, subject to the right of an individual to represent himself as provided in Government Code Section 3502.

The City of Long Beach shall herein be referred to as the "City" or, alternatively, as "Management", either term to be used as interchangeable to describe the City of Long Beach.

The Long Beach Lifeguard Association shall hereinafter be referred to as the "Association".

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 misunderstanding 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 fully to 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 individually or appearing on his 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 state statutes or with any ordinance, resolution, or rule of the City of Long Beach.

Section V - Association Rights and Responsibilities

A. Association Representation Responsibilities

The Association has the duty to fairly represent all members of the basic and supervisory bargaining units. Accordingly, the Association agrees and shall assume its responsibilities as the recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion.

B. List of Board Members

A current list of board members, including names and classifications, shall be submitted to the Director of Human Resources. Any changes to the board shall be submitted, with the same required information as stated above, to the Director of Human Resources within ten (10) working days following such changes.

C. Association Time Off

During the term of this agreement, the Association is permitted to use an aggregate of 200 hours per year for the purpose of conducting business which is strictly associated and connected with the Lifeguard Association.

In addition, pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with City representatives on matters within the scope of representation defined in the Government code.

D. Dues and Benefit Deductions Program

During the term of this Agreement, 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 union dues shall be certified to the City by the appropriate Association official. For such purposes, the City shall charge the Association seven and one-half cents (\$.055) per deduction per employee per month.

The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

Section VI - City Obligations and Responsibilities

A. City Obligations

The City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this MOU and all of its common law rights to manage the City, such as rights existed prior to the execution of this or any previous Agreement with the Association. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include, but not be limited to, the following rights:

1. To manage the City.
2. To determine the necessity, merits, and organization of any service or activity conducted by the City.
3. To determine methods of financing.
4. To determine types of equipment or technology to be used.
5. To determine and/or change the facilities, methods, and technology.
6. To assign work to and schedule employees, and to establish and change work schedules and assignments upon reasonable notice.
7. To lay off employees from duties or to reduce hours of employees because of lack of work or funds.
8. To discharge, suspend, demote, reprimand, or otherwise discipline employees in accordance with the applicable Civil Service rules and Regulations and Personnel Policies and Procedures.
9. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify employees in accordance with the applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.
10. To hire, transfer, promote, and demote employees in accordance with the applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.

11. To determine policies, procedures, and standards for selection, training, and promotion of employees in accordance with applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.
12. To maintain order and efficiency in its facilities and operations.
13. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City.
14. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Savings Clause

The above rights do not diminish the rights of the Association and its members under applicable local, state, or federal law, or this MOU.

C. Impact

Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of management rights upon wages, hours, and other terms and conditions of employment of its members unless the impact consequences of the exercise of a management right upon the Association members is provided for in this MOU, Civil Service Rules and Regulations, or departmental rules and regulations.

Section VII - Strikes and Lockouts

For the duration of this Agreement, the City agrees not to lock out employees represented by the Association, and the Association, its officers, agents, representatives, and/or members agree on behalf of themselves and the employees in the bargaining units that they will not cause or condone any strike, walkout, work stoppage, job action, slowdown, sick out, refusal to faithfully perform assigned duties and responsibilities, withholding of services, or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in any or all of the preceding activities during the term of this MOU.

In the event of such activities, the Association shall instruct any persons 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.

In addition to any other lawful remedies or disciplinary action available to the City, the City may, in addition to the above, invoke any and all legal and civil remedies available to it under applicable law, this Agreement, and the City's Employer-Employee Relations Resolution.

Neither the submission, amendment, or expiration of this Article shall prejudice the City's position that strikes by public employees are illegal in the State of California, notwithstanding this Agreement.

Section VIII - Amendment to the 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 by 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 such changes in accordance with Government Code Section 3500 et seq. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required by law provided employees wages and fringe benefits are not reduced unless agreed to by the Association.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I - Represented Classifications and Rates of Pay

A. Lifeguards - Supervisory Unit

Salary Range

* Marine Safety Captain	120
* Marine Safety Lieutenant	080
* Marine Safety Sergeant	060
* Marine Safety Sergeant - Boat Operator	060

B. Lifeguards - Basic Unit

Salary Range

* Marine Safety Officer	030
^ Lifeguard - Seasonal (T)	010
^ Lifeguard - Hourly - NC	010

NOTE: * Professional Classification
^ Recurrent Classification

Identification of the above classifications as "recurrent" or "professional" shall serve no other purpose except to facilitate communications and understanding.

Section II – Salary

A. Salary Schedule

The hourly, biweekly, and equivalent monthly salaries for the classifications included in Section I above for the term of the Agreement shall be in accordance with Section II.B. below.

B. The Salary Resolution will be amended to provide for the following salary increases for the classifications included in Section I above on the effective dates indicated:

<u>PROFESSIONAL CLASSIFICATION</u>		<u>RECURRENT CLASSIFICATION</u>	
11/01/2005	3%		
04/01/2006	3%	06/01/2006	8%
10/01/2006	3%	06/01/2007	5%
04/01/2007	3%	06/01/2008	5%
10/01/2007	3%		

Section III - Step Increases - Lifeguards

- A. Commencing on October 1, 2001, all employees in the positions of Lifeguard - Seasonal and Lifeguard - Hourly shall be eligible for advancement to the next successively higher pay-rate step as follows:
 - 1. Advancement from pay-rate Step 1 to Step 2 after successful completion of the Lifeguard Recruit Academy (approximately 80 hours).
 - 2. Advancement from pay-rate Step 2 to Step 3 after 600 paid hours.
 - 3. Advancement from Steps 3, 4 and 5 to Steps 4, 5, and 6 respectively, after 800 paid hours.

Section IV - EMT-D Certification

- A. Recurrent Lifeguards - who have attained certification as an Emergency Medical Technician I (EMT-D) shall be advanced to the next successively higher pay-rate step with no loss of hours previously earned toward a step increase. Lifeguard - Hourly/Seasonal employees who fail to recertify shall be reduced to the next successively lower pay-rate step with no loss of hours previously earned toward a step increase.
- B. Recurrent Lifeguards shall be reimbursed for all of EMT-D recertification examination costs if recertification occurs while he/she is currently working. If recertification is obtained while employee is not scheduled to work, reimbursement will only be made if and when employee returns to work.
- C. With the buyout of EMT-D skill pay for professional classifications, it is agreed that all current employees in professional Marine Safety classification shall be certified as an EMT-D and recertify as required by law. It is further agreed that, after ratification of the MOU, both the City and the Association will jointly petition and encourage the Civil Service Commission to include the EMT-D certification as a minimum qualification to file, either party may reopen the MOU relative to the EMT-D buyout.
- D. The City shall provide professional employees the necessary training to recertify employees on City time.
- E. It is the intent of both parties that all employees in professional classification have EMT-D certifications, and that they keep them current. In the event that 10% or more employees fail to maintain their EMT-D certifications current, either party may reopen the MOU relative to the EMT-D buyout.
- F. No employee shall be terminated solely on the basis of not maintaining his/her EMT-D certification.

Section V - Skill Pay

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

<u>Classification</u>	<u>Skill</u>	
A. Lifeguard - Seasonal (T); Lifeguard - Hourly - NC	When regularly assigned to and/or performing the duties of a deckhand.	0.432 per hour or 3.46 per diem (0.50 per hour or 5.00 per diem effective 6/1/6)
	For being certified as an Emergency Medical Technician (EMT) and recertified as required by law, and has completed 1,200 or more hours at Salary Range 010, Step 5.	.761 per hour *
* Equates to difference between Step 4 and 5 of SR 010.		
B. Marine Safety Officer Marine Safety Sergeant Lifeguard – Hourly - NC	When performing the duties of a Junior Lifeguard Instructor	4.50 per diem (5.00 per diem effective 6/1/6)
	When performing the duties of Junior Lifeguard Coordinator	(12.50 per diem effective 6/1/6)
C. Marine Safety Sergeant Marine Safety Sgt - Boat Operator Marine Safety Officer	When assigned to and performing as a member of the Dive Team unless serving as Dive Master or Swift Water Rescue Coordinator	.719 per hour (1.15 per hour effective 4/1/6) \$125/month (\$200/month effective 4/1/6)
	When assigned to and Performing as the Dive Master or Swift Water Rescue Coordinator	1.007 per hour (1.438 per hour effective 4/1/6) \$175/month (\$250/month effective 4/1/6)
	For possessing a valid Coast Guard Operator's License and towing Certificate	.863 per hour (1.438 per hour effective 4/1/6) \$150/month (\$250/month effective 4/1/6)

		For regular and frequent use of certified oral and/or written bilingual skills:	.80 per hour
D.	Marine Safety Officer	For attainment of EMT-D, in accordance with Fire Dept. criteria.	.748 per hour (1.121 per hour effective 4/1/6) \$130/month (\$195/month effective 4/1/6)

Section VI – Incentive Pay

A. Marine Safety Incentive Pay Program

- The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Boat Operator, Marine Safety Lieutenant, and Marine Safety Captain who has obtained a degree of Associate of Arts (60 or more semester units) in courses in administration and similar approved fields, from an accredited institution, and has completed four (4) years of service as a Marine Safety Officer in the City of Long Beach; or

<u>Hourly</u>	<u>Monthly Equivalent</u>
.604	105

- The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Boat Operator, Marine Safety Lieutenant, and Marine Safety Captain who has obtained the required Associate of Arts Degree described above and has completed five (5) years of service as a Marine Safety Officer in the City of Long Beach; or

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.725	300

- The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Boat Operator, Marine Safety Lieutenant, and Marine Safety Captain who has obtained a degree of Bachelor of Arts or Bachelor of Science in the fields and at the institutions described in (1) above and has completed four (4) years of service as a Marine Safety Officer in the City of Long Beach.

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.012	350

4. The amounts indicated below will be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Boat Operator, Marine Safety Lieutenant, and Marine Safety Captain who has obtained a Masters Degree from an accredited college or university in Administration and similar approved fields.

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.30	400

5. Effective April 1, 2006, the amounts indicated below will be paid as additional compensation to each Marine Safety Captain for performing in an administrative capacity.

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.15	200

Section VII - Deferred Compensation

- A. Effective January 1, 2002, for all employees in the professional classifications indicated in Section I above, the City of Long Beach agrees to make contributions to the employees deferred compensation account, on a percent for percent basis, equal to the amounts withheld from the employees paycheck, subject to the following restrictions:
- a. The City matching contribution shall not to exceed a total of four percent (4%) of the employees salary for that pay period;
 - b. The total annual City contribution for this program shall not exceed four percent (4%) of the current year social security taxable wage base.

For example, if the employee does not contribute from his/her paycheck into the deferred compensation account, the City obligation shall be zero. If the employee contributes one percent (1%) of earnings into deferred compensation, the City will contribute, on the employees behalf, one percent (1%). If the employee contributes two percent (2%) into deferred compensation, the City will contribute two percent (2%). In no case will the maximum City contribution per pay period exceed a total contribution of four percent (4%).

- B. These contributions are in lieu of the contributions previously made by the City on behalf of the employee into the federal social security program.
- C. Participation in this deferred compensation matching program is voluntary, and at the discretion of the employee.

- D. The amount of deferred compensation covered in this section shall not be considered compensation for purposes of overtime, vacation, or other such calculations.
- E. The City agrees on or about July 1, 2007 to reopen this section for discussing the deferred compensation feature.

ARTICLE THREE

HOURS OF WORK

Section I - Fair Labor Standards Act (FLSA)

A. Work Cycle - Hours of Work

All Lifeguards in professional classifications, as identified in Section I of Article Two, will work a 14-day work cycle for the term of this Agreement. Employees who work a 56-hour work schedule will work a 24-day cycle for the term of this agreement.

B. FLSA - Non-Work Time

Examples of non-work time pursuant to the FLSA are paid leaves of absences, vacation, sick leave, holiday leave, other paid or unpaid absences.

C. Shift Trades

The trading of work time between unit employees in professional classifications shall be accordance with the provisions of the FLSA and departmental/bureau policies and procedures.

D. Early/Late Relief

It is a recognized practice for some association employees to voluntarily relieve other association employees working on the previous shift prior to the scheduled starting time or staying over the starting time for the next shift. This practice shall not change the actual amount of hours worked nor afford additional benefits to an employee.

Section II - Overtime

A. An employee who is non-exempt under FLSA shall be paid overtime at the time and one-half rate for hours in excess of 40 paid hours in a 7-day work week, or in excess of 80- paid hours in a 14-day work week.

B. Eligible employees shall be allowed to bank overtime hours subject to the following terms and conditions:

1. An employee who is non-exempt under the Fair Labor Standards Act (FLSA) may bank overtime at time and one-half for hours worked in excess of 40 paid hours in a work week up to 40 hours worked. The banking of overtime hours in excess of 40 hours actually worked is not permitted. The employee can only be paid at the overtime rate, for that time.

2. An employee is on a 14-day work cycle or is exempt under FLSA, may bank overtime at the appropriate rate for hours worked in excess of 80 paid hours.

C.

1. Those employees assigned to a 14-day/40 hour workweek schedule will be compensated at time and one-half for those schedules or any portion thereof, which is the UH (unscheduled hours) or FP (fire prevention) rate. This would include Special Events, Training, Swift Water Rescue and dive-related responses.
2. Those employees assigned or called back to fill 24-day/56 hour work schedules or any portion thereof will be compensated at time and one-half of those schedules, which is the FC (fire call) rate.

Section III – Payment for Overtime

An employee who is eligible under the Personnel Ordinance for overtime benefits, and who is required to and shall work overtime, shall be allowed time off, subject to the following terms which are not intended to supersede existing conditions, restrictions and limitations, but rather to expand and/or modify those provisions currently provided for in the Personnel Ordinance.

A. Banked Overtime

1. Banked time off hours shall be taken by any employee only at such time as the department head, at his discretion, shall designate or approve; provided, however, that time off hours must be taken within the fiscal year in which the overtime was worked.
2. Overtime earned and banked in one pay period may not be used until the following pay period. When employees receive time and one-half for overtime, they shall not be permitted to bank the premium time, because the banking of premium time will cause overtime pyramiding, which will increase the Fire Department's overtime liability. Only straight time may be banked. All premium time shall be paid.
3. Banked overtime credits shall not exceed three (3) days for an employee who works a forty-hour (40) week or three (3) shifts, 72 hours for employees on platoon schedule.
4. All banked overtime hours not taken off in accordance with Section III, A. 1. above shall be automatically paid off in the following pay period or prior to a general salary increase.
5. No overtime hours shall be accumulated in excess of the maximum set forth above, or be carried over into the following fiscal year.

6. All banked time off hours not taken off prior to the pay period in which a salary increase is effective (except for automatic step increases and that permitted to be carried over) shall be automatically paid at the lower pay rate.
7. Effective June 30, 2004, the provisions of this section (Section III A. 1-6.) will be rescinded and superseded by the conditions in Section III, paragraph B. below.

B. Payoff of Overtime

An employee who is eligible under the Personnel Ordinance for overtime, and who is required to and does work overtime shall be compensated subject to the following terms.

1. Commencing June 30, 2004, overtime shall be paid in the pay period following the one in which the overtime was worked, or as soon as practicable thereafter.
2. At the specific request of the employee to the Fire Chief or his designee, the City will credit earned overtime to an account in the employee's name in an amount not to exceed three (3) days for an employee who works a 40 hour per week schedule or three (3) shifts, 72 hours for those in a platoon schedule. Employees shall not be permitted to add premium to this account. Only straight time may be included in this account. All premium time shall be paid.
3. The credited earned overtime will be represented in hours on the employee's pay stub (These hours are equivalent to a specific cash value, namely the number of hours credited to the employee's account multiplied by the employee's straight hourly rate of pay). At the employee's request to the Fire Chief or his designee, the City will pay to the employee any or all portions of the value of the account, minus standard withholdings. Payments will be made in the pay period following the period in which the request is received.
4. The credited earned overtime reflected on an employee's paycheck does not constitute a compensatory time bank. Employees will not be permitted to take time off in lieu of payment for earned overtime.
5. All cash value banks will be paid off in full prior to: 1) the last full pay period in a fiscal year, 2) the pay period in which a general salary increase is effective, or 3) a pay period in which the employee receives a promotion to a higher rate of pay.
6. Cash value banks may be paid off, at the employee's request, prior to the pay period in which a salary range decrease is effective.
7. The City retains the right to pay off the cash value of the employees accrued overtime at any time.

If the provisions of this Section III. B. are found to be in conflict with State or Federal law, overtime shall be paid off in full in the pay period following the pay period in which it was earned.

ARTICLE FOUR

BENEFITS AND CONDITIONS

Section I - Health, Dental and Life Insurance

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

Effective December 1, 2004 - \$796 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's rate schedule in place effective 12/01/04, and will include any increases incurred up to the date of the change.
- B. Effective December 1, 2005, and every December 1st thereafter, during the term of this agreement, the City contribution for health, dental and life insurance shall be established in the following manner:

1. On December 1, 2005, and every December 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:
- a. On December 1, 2005, employees shall pay 30% of the increase or \$15 whichever is less, over the rates in effect on December 1, 2004 for the plan options selected.
 - b. On December 1, 2006, employees shall pay 30% of the increase or \$20 whichever is less, over the rates in effect on December 1, 2005 for the plan options selected.
 - c. On December 1, 2007, employees shall pay 30% of the increase or \$25 whichever is less, over the rates in effect on December 1, 2006 for the plan options selected.

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

2. Example:

On December 1, 2004 a member enrolled in the City's POS 100 medical plan with Delta Dental coverage would have a \$200 per month payroll deduction for family coverage: and the cost of that plan increases by \$50 per month on December 1, 2005, the City and the employee will split the additional cost as defined in Section B (1) above and the employee will be responsible for 30% of the increase up to the cap, plus their existing payroll deduction. The new payroll deduction will be \$215 per month for family coverage (30% of \$50 up to the \$15 cap plus the current deduction).

3. On December 1, 2005, and every December 1st thereafter during the term of the agreement, any decreases in the cost for the health, dental and life insurance plans selected by employees shall be conveyed seventy percent (70%) to the City and thirty percent (30%) to the employee in the form of a rebate to the employee's payroll deduction for the selected plan. This section is not intended to provide a rebate if no employee deduction is required.

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

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manger will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Integral Part Trust (Post Employment Medical Benefits)

The City of Long Beach ("City") and the Long Beach Lifeguard Association ("LBLEA") agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post Employment Medical Benefits Program for each represented member, through the establishment of an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement. Deposits into the account and subsequent withdrawals for medical

expenses are governed by the Internal Revenue Code and IRS regulations. Said Trust will be funded from the following sources:

A. The City and the LBLA agree to the establishment of an Integral Part Trust plan account for each represented employee through the ICMA - Retirement Corporation. Said trust will be funded from the following sources:

1. Unused and accumulated carryover vacation and/or personal holiday that would be lost on December 31, 2003 will be deposited into the employee's plan account. This time will be paid at the employee's current hourly rate and this will be done on a pre-tax basis. Effective January 1, 2004, unused and accumulated carryover vacation and/or personal holiday must be used by the end of each calendar year and will no longer be deposited into the employee's plan account.

B. Upon retirement, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:

1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement, from the employee's unused sick leave account, until the funds in the account are exhausted:

a) The total amount of health and/or dental insurance premiums based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.

b) In addition to subsection A (1)(a) above, the City will deposit the following amounts, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

January 1, 2004 and thereafter \$1,200 per year

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date. For example, if an employee retires June 30, \$600 will be deposited in the employee's plan account during the month of July ($\$1,200/12 \text{ months} = \$100 \times 6 \text{ months} = \600).

2. If an employee chooses to withdraw from the City's health and dental insurance programs, the City will make the following payments into the employee's plan account. These payments will come from the employee's unused sick leave account. The payments will be made within the first month after the employee's retirement and will be made on a pretax basis.

January 1, 2002 and thereafter

a minimum of \$6,840 per year, or \$100 per month plus an amount equal to the City's current employee contribution for health, dental, and life insurance, whichever is greater.

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

- C. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.
- D. Nothing will preclude the City and the Association from negotiating a pre-tax contribution on the part of the City into the employee's plan account in future years.
- E. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust.
- F. It is the intent of both parties that the Integral Part Trust will be established through the ICMA Retirement Corporation, subject to the City Attorney's review and approval.
- G. The following will be appointed as trustees: Director of Human Resources, City Treasurer and one representative from the Long Beach Police Officers Association, one representative from the Long Beach Lifeguard Association, and one representative from the Long Beach Firefighters Association.

The parties agree and understand that the parameters of the program must be approved by the IRS and shall be subject to their rules and regulations.

Section III – Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to a maximum of twelve (12) days (ninety-six [96.0] hours) of sick leave per year.

B. Death or Illness in the Immediate Family

Any 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 critical illness where death appears imminent, of such employee's father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, sister, wife, husband, child, step child, grandfather, grandmother, or former legal guardian.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his department head. Such leave of absence shall not be allowed in any case where in the preceding six (6) 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 two days of said employee's sick leave credits in connection with said 3 days (24 work hours) leave for death or critical illness in the immediate family.

C. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick 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 retired 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.

Section IV – Vacation

<u>Completed Years of Service</u>	<u>Number of Days and Equivalent Hours Earned Annually</u>	
1 yr through 4 yrs, 5 mos	12 days	96 hours
4 yrs, 6 mos – 11 yrs, 5 mos	15 days	120 hours
11 yrs, 6 mos – 13 yrs, 5 mos	16 days	128 hours
13 yrs, 6 mos – 17 yrs, 5 mos	17 days	136 hours
17 yrs, 6 mos – 18 yrs, 5 mos	18 days	144 hours
18 yrs, 6 mos – 19 yrs, 5 mos	19 days	152 hours
19 yrs, 6 mos or more	20 days	160 hours

New employees will be eligible to take their full entitlement after 365 days of continuous service. Scheduling of vacation will remain subject to approval of the department head.

Section V – Holidays Listing

A. Holiday Listing

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

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.

All professional employees covered by this Agreement will be on a holiday in-lieu schedule.

For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount.

Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

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.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In-lieu personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

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 in paragraph one above. The Union will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of 13 holidays.

B. Holidays – Lifeguards

Effective July 2, 1983, Lifeguard – Hourly employees who are regularly assigned work schedules of forty (40.0) hours per week shall no longer be designated as seasonal full time and shall no longer be entitled to holiday in-lieu benefits.

Regardless of the number of regularly assigned work hours per week, they shall be designated as seasonal part-time employees and shall not be entitled to any holiday benefits.

Section VI – Call Back

- A. Call-back duty occurs when an off-duty employee is unexpectedly ordered to return to duty because of unanticipated work requirements. There is no compensation for telephone consultations.
- B. 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.

Examples:

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

Section VII – Court Time

Attendance at court or other quasi-judicial hearing is considered to be an official duty assignment. Employees who are in an “off duty” status and are directed to “Be There” or placed in an “On Call” status by the District Attorney, City Prosecutor, or appropriate legal/court representative, shall be compensated as follows:

1. A.M. “On Call” - 1 hours of overtime
2. P.M. “On Call” - 1 hours of overtime
3. A.M. “Be There” - 3 hours of overtime
4. P.M. “Be There” - Hours actually worked at the overtime rate if the employee was on a “Be There” status in the A.M. However, if an officer is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the officer shall Receive a minimum of ½ hour of overtime or hours Actually worked, whichever is greater.
5. Employees who are in both an “On Call” and “Be There” status, shall receive – 3 hours of overtime.
6. “On Call” hours shall be 0930 to 1230 for A.M. and 1330 to 1630 for P.M.
7. In the event an employee is scheduled to begin work during the time he is in an “On Call” or “Be There” status, he shall be compensated at the rate of two-thirds (2/3) of the actual time on-call prior to the start of his work shift; or be credited for the actual time in a “Be There” status prior to the start of his work shift.

Section VIII – Jury Service

Employees receiving a jury summons will be limited to five (5) days (40 hours) of paid jury time when engaged in jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Upon request, employees will be assigned to a normal 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 two (2) hours prior to the completion of the shift must report back to work.

Section IX.- Uniform Replacement

All required equipment and uniform items shall be issued or replaced on a fair wear and tear basis at the discretion of departmental management.

Section X - Mandatory Random Drug Testing Program

The City and the Lifeguards Association agree to implement a mandatory random drug-testing program for Marine Safety Officers, Marine Safety Sergeants and Marine Safety Sergeant Boat Operators, Marine Safety Lieutenants and Marine Safety Captains.

The following drugs shall be included in the screen for controlled substances:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Amphetamines

Employees subject to this testing program shall be assigned confidential numbers. These numbers shall be included in a computer operated random number generating pool. Numbers of candidates selected for tests shall be chosen from this pool on a random basis. This pool shall be maintained, and names selected, by representatives of the Department of Human Resources. If an officer whose name is selected for a random test is unavailable, he/she shall be tested on the next available date upon return to work.

The total number of tests conducted each year shall be limited to one-half of the number of participants in the pool.

No individual officer shall be tested more than twice in one calendar year.

Tests will be conducted in strict confidentiality at the City's Health Department under the control of the Medical Review Officer (MRO). Test samples shall be subject to strict chain-of-custody procedures. Specimen analysis shall be conducted at NIDA approved laboratories. Test protocols shall be the same as those created for random drug programs established under Federal Department of Transportation guidelines.

Positive test results will cause an investigation to be conducted. The results of this investigation may result in disciplinary action, up to and including termination. Officers participating in this program shall continue to be subject to all other citywide or departmental drug and alcohol programs in place.

ARTICLE FIVE

RETIREMENT

Section I – Maintenance of Existing Retirement Provisions

For members of the bargaining unit employed in those classifications set forth in Appendix A on the effective date of this Agreement, the City will continue to provide 3% at 50 pension benefits to said employees in Tier I and Tier II in accordance with the Public Employees' Retirement System contract in effect on the effective date of this Agreement.

Effective the first pay period after City Council adoption of this MOU, the City shall contribute on behalf of each bargaining unit member, a maximum of eight ninths (8/9) of his/her nine percent (9%) individual employee contribution.

Effective April 1, 2007, the City shall contribute on behalf of each bargaining unit member, a maximum of seven ninths (7/9) of his/her nine percent (9%) individual employee contribution.

Section II – Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

In accordance with Government Code Section 20636 (c),(4), pursuant to Section 20691, the City has enacted a Resolution that designates EPMC as compensation earnable and report it as such to PERS.

Section III – Re-Opener - DROP

In the event the Governor of the State of California signs legislation providing for a DROP program, the City of Long Beach will agree to open negotiations on this matter.

ARTICLE SIX

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 the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s).
- B. Matters excluded from consideration under the grievance procedure include the following:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Items within 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 complaint may only be pursued through the Equal Employment Opportunity Office, the Civil Service Commission, or appropriate quasi-judicial agency.

Section II – Grievance Presentation

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

Section III – Time Off for Processing Grievances

The attendance at grievance meetings at the informal and formal stages shall be considered as City business. However, such meetings shall be at reasonable times so as not to disrupt the normal working processes.

The employee and his/her representative (limited to one City employee) shall receive time off from regularly scheduled duty hours to participate in grievance and arbitration meetings.

Section IV – Cost of Witnesses at Grievance/Advisory 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/advisory 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 or parties who request the witnesses. The Association will be reasonable in the number of employees it chooses to call as witnesses during on-duty time.

Section V – Time Limits

If the grievance is not resolved to the satisfaction of the employee at any level, or if the City fails to respond at any of these levels within the time limits specified in this grievance procedure, the employee and/or the Association representative may submit the total documentation of the grievance to the next level in the process. The parties may extend the time limits specified in this grievance procedure only by mutual written consent.

A working day shall consist of every day except weekends and City holidays.

If an employee fails to appeal from one level to the next within the time limits specified 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.

Section VI – Informal Procedure

Within seven (7) working days of the occurrence or knowledge of the matter which causes the complaint, the employee shall first directly discuss the complaint with the employee's immediate superior.

Within ten (10) working days of the discussion with the employee, the supervisor shall orally respond to the employee's complaint.

Section VII – Formal Grievance Form

All formal grievances shall be processed on standard forms provided by the Department of Human Resources. The following information shall be provided on every formal grievance form submitted by an employee and/or Association Representative:

- A. Name(s) of grievant;
- B. Brief explanation of the specific nature of the grievance;
- C. Time and place of its occurrence, if known;

- D. State of the Article(s) of the MOU, provision in the Personnel Ordinance, Salary Resolution, or specific citation of any written departmental rules and regulations, or policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;
- E. Person(s) contacted at the informal stage;
- F. Statement of the corrective action.

Section VIII – Formal Procedure

A. Step One – Division Head

Within ten (10) working days of the supervisor's response or lack of response, the employee, if dissatisfied, may submit a formal written grievance to the division head.

Within ten (10) working days, the division head shall schedule a meeting and provide a written response to the employee.

B. Step Two – Bureau Head

Within ten (10) working days of the response from step one, the employee, if dissatisfied, may submit to the bureau head a copy of the formal written grievance, including the step one response.

Within ten (10) working days, the bureau head shall schedule a meeting and provide a written response to the employee.

C. Step Three – Department Head or Designee

Within ten (10) working days of the response from step two, the employee, if dissatisfied, may submit to the department head or designee a copy of the formal written grievance including the step two response.

Within ten (10) working days, the department head or designee shall schedule a meeting and provide a written response to the employee.

D. Step Four – Director of Human Resources or Designee

Within ten (10) working days of the response from step three, the employee, if dissatisfied, may submit to the Director of Human Resources or designee a copy of the formal written grievance, including the step three response.

Within fifteen (15) working days a meeting shall be scheduled.

Within ten (10) working days after completion of the meeting, the Director of Human Resources shall provide a written response to the employee.

E. Step Five – City Manager

Within ten (10) working days of the response from step four the employee, if dissatisfied, may submit to the City Manager a copy of the formal written grievance including the step four response.

Within ten (10) working days, the City Manager shall review the matter and provide a written response to the employee.

F. Step Six – Advisory Arbitration

1. Within five (5) working days of the response from step five, the Association, if dissatisfied, may request to submit the grievance to advisory arbitration. The person designated by the Department of Human Resources shall meet with the Association representative to determine what issue(s) the Association or employee desires to submit to advisory arbitration. If agreement is reached as to the specific issue(s), these will be reduced to writing, and presented to the arbitrator as the submission agreement. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall decide the issue in accordance to American Arbitration Association rules. The arbitrator shall attempt to fashion an issue at the outset of the hearing and if not, then at the completion of the hearing.
2. 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) working days, either party may request a panel of five (5) arbitrators from the American Arbitration Association.
3. Upon receipt of a panel from the American Arbitration Association, the parties shall meet to determine the arbitrator by the alternate strike method. A coin flip will determine the party to strike first.
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association.
5. Each party shall bear the expenses of presenting its own case.
6. Costs of making stenographic record shall be born equally.
7. 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.
8. The arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement.

9. The arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this MOU.
10. Following the conclusion of the hearing, the decision of the arbitrator shall be advisory.

ARTICLE SEVEN

JOINT LABOR-MANAGEMENT COMMITTEE

Section I – Purpose

In order to achieve and maintain a mutually beneficial relationship through continuing communications, the City and the Association do hereby establish a Joint Labor/Management Committee. The purpose of the Committee is to discuss, explore, study and resolve problems referred to it by the parties of this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied, and make recommendations for implementation.

In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the MOU, nor to settle any grievance being processed under a different article of the MOU. When mutually agreed upon, the Committee's discussions will not be publicized.

Section II – Committee Membership

Association: President of Association, or his designee and/or a maximum of two (2) employee representatives of the Association.

City: Fire Chief or his designee and/or a maximum of two (2) designated management representatives.

The Labor Relations Officer or his designee shall attend these meetings upon request by either party.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desirable. The two (2) Association representatives and the two (2) designated management representatives may be rotated every twelve (12) months.

Each party is permitted to have present an expert or experts (a reasonable number) in order to facilitate the resolution of problems. Forty-eight (48) hours notice shall be provided.

Section III – Chairperson

The Chairperson shall alternate monthly between the Association and management. Each party will determine whether it will have a permanent chairperson or rotating chairperson.

Section IV – Conduct of Meetings

Meetings shall be held once a month and shall be no more than two (2) hours in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

An agenda shall be submitted to both parties forty-eight (48) hours prior to the meetings. Topics not on the agenda shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The agenda shall be prepared by the chairperson for that meeting and shall include a brief description of each item to be discussed. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

Section V – General Guidelines

- A. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
- B. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.
- C. Topics that could lead to grievances may be discussed.
- D. Each person wishing to speak shall be recognized by the chairperson before speaking.
- E. The chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.
- F. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.
- G. Each party shall be responsible for maintaining records of these meetings.
- H. Alternative types of uniforms and equipment shall be addressed during these meetings.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I – Support of Agreement

The parties acknowledge that, during the negotiations which resulted in this Agreement, 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 Agreement and that the understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this Agreement.

By entering into this Agreement, the City and the Association have arrived at an understanding through the meet and confer process resolving any differences which may have arisen during that process. Accordingly, it is agreed that the City and the Association will support this Agreement for its term.

Section II – Separability

Should any provision of this MOU be found to inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

Section III – Ratification and Implementation

Representatives of management for the City 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 good terms and conditions of employment of employee members represented by the Association.

Nothing contained in the MOU shall become binding upon the parties until such time as the City Council, by legislative enactment and allocation of funds, agrees and adopts its terms and conditions. This mutual recommendation is to be jointly submitted to the City Council for consideration and adoption of the necessary legislative enactments to implement the provisions of this MOU.

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

Section IV – Term and Renegotiation

The term of this Agreement shall be from November 1, 2005 through September 30, 2008. All rights, obligations, terms, and provisions of this contract shall expire on the termination date. The provisions of this Agreement may be extended by mutual agreement in writing. However, the parties agree that the provisions of the Personnel Ordinance and Salary Resolution that apply to employees represented by the Association shall continue while good faith negotiations to secure a new agreement are proceeding.

Any party wishing to negotiate a successor to this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 1, 2008, and no later than May 1, 2008.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2006.

FOR THE LIFEGUARD ASSOCIATION:

DIRK CRAWFORD, President
Long Beach Lifeguard Association

Shawn Parker, Vice President
Long Beach Lifeguard Association

Long Beach Lifeguard Association

Long Beach Lifeguard Association

FOR THE CITY OF LONG BEACH:

GERALD R. MILLER
City Manager

DAVID W. ELLIS
Fire Chief

KEVIN BOYLAN
Director, Human Resources

APPROVED AS TO FORM:

ROBERT E. SHANNON
City Attorney