THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LONG BEACH AND
THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

The City of Long Beach and the International Association of Machinists and Aerospace Workers (IAM) agree to amend the October 1, 2007 to September 30, 2014 Memorandum of Understanding as follows:

The labor agreement will be extended by one year, to expire on September 30, 2015. All existing terms and conditions set forth in that agreement shall remain unchanged for the term of the extended agreement, except as modified below:

I. (Amend) Article One-Memorandum of Understanding, Section V – Employee Organizational Rights and Responsibilities, G. Bulletin Boards to read:

   A reasonable number of bulletin boards will be provided upon which the Union may post notices of official Union business which may include recreational and social affairs, notices of meetings, benefit programs, trips, elections, appointments, and results of elections, excerpts from the Salary Resolution and Personnel Ordinance, bulletins of employee rights, notices of City Council and Civil Service Commission actions, notices of employer/employee-relations updates, and reports of grievance and arbitration matters, provided that any notice must be on official Union-identified paper and a copy sent to the Director. Each item to be posted shall have a remove-by-date, except for those items designated by the Union for permanent posting. No department shall arbitrarily remove said posting without consent of the Union (except for dated material). In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official and no campaign information shall be posted except for the internal union elections. The posting of any other classes of notices at City workstations or premises is prohibited without the prior permission of the City Manager or the Director.

II. (Amend) Article One-Memorandum of Understanding, Section V – Employee Organizational Rights and Responsibilities, H. Work Access and Distribution of Notices to read:

   1. Definitions: "Working or work locations" are those areas where actual work duties are performed. "Non-working or non-work locations" are those areas where most employees are free to use the area for non-work activities. "Working time" or "working hours" refers to periods when employees are performing actual job duties which do not include employees' own time such as lunch or break periods.

   2. Union Access to Work Locations During Working Hours: Authorized Union representatives, (Union International Representatives, Business Representatives, Union Officers, Shop Stewards, and Site Representatives), pursuant to Article One Section V-B, shall be given access to work locations during working hours to conduct Union grievances, to conduct investigations in connection with Union grievances, and to observe working conditions in

connection with Union grievances, so long as it is not unreasonably disruptive of normal working processes. The Union representative(s) desiring access to a work location during working hours shall state the purpose of his/her visit and request authorization of the department head or designee(s) a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Reasonable notice shall be defined as 24 hours in advance whenever possible. However, it is not unreasonable to give less notice when the situation merits immediate access. If the request is denied, an alternative to the requested time will be provided. Management may deny access if it feels it will unreasonably interfere with work. The Union agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof or attempt to access work areas or facilities that were not authorized. The Union representative must advise management when he/she has arrived on site.

3. The Union 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 Union. Access to work locations will only be granted to representatives on the list. The City shall give the Union the contact information of the Department Head or designee for purposes of notification.

4. In addition, authorized Union representatives may have access to conference rooms and/or City facilities with seventy-two (72) hours advance notice and the approval of the Department Head or designee and the Director of Human Resources or designee. Exceptions to the seventy-two (72) hour requirement may be granted by the Director of Human Resources or designee.

5. 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 City Manager or the Director. Any written information to be distributed to employees must be furnished to management.

6. The City will designate the appropriate Citywide new employee or Departmental-wide new employee orientation meeting where the Union may set up an "information table" and meet with new IAM represented employees at the end of the new employee orientations to provide information to new employees on the new employee's unpaid time. The City will provide notification to the Union of the designated Citywide new employee orientation or Departmental-wide new employee orientation as far in advance as possible. The Union shall notify the City as far in advance as possible if the Union intends to have an information table.

III. (Add to) Article One-Memorandum of Understanding, Section V – Employee Organizational Rights and Responsibilities, <u>J. Investigations</u> to read:

J. Investigations

An employee required to attend an investigatory interview with the employee's supervisor(s) is entitled to Union representation where the employee has a reasonable basis to believe that he or she may be disciplined as a result from the meeting. The employee must request Union representation. The right to Union representation does not apply to an investigatory meeting concerning another employee's conduct where the employee questioned at the meeting is a witness to the incident or has possible knowledge of the incident. The right to Union representation does not apply in coaching and mentoring sessions, where the employee is given work performance direction, assistance or guidance from his/her supervisors. For non-investigatory meetings, the City shall comply with all applicable laws, including the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

IV. (Add to) Article One-Memorandum of Understanding, Section VI – City Obligations and Responsibilities, A. City Obligations, 11. Contracting, Outsourcing or In-Sourcing the following:

11. The City agrees to comply with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et seq., before it contracts out work or transfers out work to non-bargaining unit employees where the work is regularly performed by bargaining unit employees. The City also agrees to comply with the provisions of Section 1806 of the Long Beach City Charter.

V. (Add to) Article One-Memorandum of Understanding, Section VII – Amendments to Personnel Policies and Procedures and Department Rules and Regulations the following:

Within 180 days of the adoption of the MOU by the City Council, each Department shall post on its bulletin board information on the links to the Civil Service and Human Resources Departments of the City where current information on the employee-employer relationship can be obtained through the Internet.

Upon written or electronic request of the Union, any such information not found on, or linked to, the Internet, shall be provided to the union either electronically or posted on the Internet within 10 business days of the request. Any request for an extension to respond shall not be unreasonably denied.

If an employee's regularly assigned essential job duties are significantly impacted by the introduction of new technology, the impacted employee shall receive appropriate training on the new equipment or new technology.

If technological change results in a reduction in force of employees covered by this Agreement, the City will make reasonable efforts to provide retraining and/or alternate job placement within the City for all affected incumbent employees.

VI. (Amend) Article Two-Salaries and Compensation, Section I – Classifications – Pay Rates – Salary Increases, E. Performance Increases, 3. Appeal Process to read:

3. 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 in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs or refuses to sign the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee in writing within ten (10) working days from the date of the complaint was received.

b. If the employee is dissatisfied with the results of the supervisor's written response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.

c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may appeal by written request to the Director of Human Resources within ten (10) working days from the date of decision by the Department Head.

d. If the matter is submitted to the Director of Human Resources or designee, within twenty (20) working days after the receipt of the written request from the employee, he/she shall review and may conduct investigations and hearings on the matter. Employees called as witnesses will 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. Should the Director of Human Resources not meet the established deadlines as indicated in subsections "d" and "e" above, then the City shall be untimely in the processing of the appeal, and the employee will advance to the next Step Advancement retroactive to the date the step increase was scheduled.

g. In all the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

h. The timelines set forth in Section 1.E.3 may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

VII. (Add to) Article Two-Salaries and Compensation, Section I – Classifications – Pay Rates – Salary Increases, F. Wage Adjustment to read:

F. Wage Adjustment

1. City shall make a one-time ad hoc lump sum payment of 3 percent (3%) of annual base pay (salary or wages) paid by City to affected employees during the entire period of July 1, 2014 through June 30, 2015, inclusive. For the purposes of payment of the one-time ad hoc lump sum payment, base pay excludes any additional compensation over and above an affected employee's normal base pay, such as, but not limited to, overtime, night differential pay, higher classification pay, skill pay, call back pay, or bilingual pay.

2. Payment shall be made by City to all employees covered in the bargaining units represented by Union and who were employed by the City as of July 1, 2015 and who have worked scheduled/regular hours from the period of July 1, 2014 to June 30, 2015.

3. 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.

4. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.

5. 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 either (1) the date that the MOU is approved by the City Council, following ratification of the MOU by IAM; or (2) the date when the process and procedures set forth in Government Code sections 3505.4, 3505.5 and 3505.7 are exhausted and completed, whichever date occurs last.

VIII. (Amend) Article Three-Paid Time Off Benefits, Section II – Sick Leave, B. Use of Sick Leave for Doctor or Dental Appointment or Family Illness to read:

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse, same-sex domestic partner, parent-in-law or siblings.

IX. (Add to) Article Four-Benefits, Section I – Health, Dental and Life Insurance, D. Additional Life Insurance Option to read:

D. Additional Life Insurance Option

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.

X. (Add to) Article Six-Other Benefits and Employment Conditions, Section II – Rest Periods the following:

The minimum free from duty period between shifts for IAM represented employees excluding Public Safety Dispatcher, shall be no less than eight (8) hours, except where a longer rest period is mandated by law.

This requirement will be waived during an emergency as determined by the City Manager, Department Head, (e.g. Chief Executive, Chief of Police, Department Director, Executive Director, Fire Chief, General Manager) or their designee.

XI. (Amend) Article Six-Other Benefits and Employment Conditions, Section III – Personnel Files to read:

Section III – Personnel Files

An employee or his/her Union representative (Union Officers or Shop Stewards) 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 the requirement since they are not considered to be disciplinary statements. A challenge shall be defined as a rebuttal, either oral or in writing, which contests the written statements made about the employee. A challenge may result in modification of information contained in the employee's personnel file. Challenges must be made within 20 working days of the employee receipt of the written material.

At the employee's request in writing, all disciplinary memoranda for minor offenses, including suspensions not to exceed two (2) days constructive action 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 directly relating to the original memoranda 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 this section is being misinterpreted or misapplied, or if 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 unless there is some other alleged violation of the MOU within the grievance.

Written reprimands shall be served on an affected employee within a reasonable period of time after the manager discovers the incident(s) which supports the written reprimand. If an employee believes the reprimand was not served in a reasonable time, he/she can only appeal the timeliness of the service to the Director of Human Resources or designee. The contents of the grievance can only be challenged as set forth above. The decision of the Director of Human Resources or designee is final and not subject to arbitration.

XII. (Add to) Article Six-Other Benefits and Employment Conditions, Section V – Transfer/Reassignment/Change of Shifts the following:

Non-career and Seasonal employee(s) who are scheduled to work, and show up for their scheduled assignment, will receive a minimum of two (2) hours of pay if said employee(s) are denied from working scheduled hours for that day. The City has the right to have the employee stay and work for the minimum hours of compensation under this Article.

XIII. (Amend) Article Six-Other Benefits and Employment Conditions, Section VII – Labor/Management Meetings to read:

Section VII – Labor/Management Meetings

The parties agree to meet as needed, but not more frequently than one time per month, by Department, unless mutually agreed to by the parties, in an effort to resolve issues of mutual concern regarding employee relations. These meetings shall be comprised of City representatives, Union representatives, and employee representatives. The parties shall select their respective representatives. These meetings may involve discussion of issues such as work schedules, uniforms, or any matter that either party wishes to present for consideration. The parties, by mutual agreement, may make recommendations on issues that have been discussed. The parties shall have no authority, however, to delete, modify, or change the terms of this MOU, nor to settle any grievance being processed under a different article of this MOU. All matters presented shall be given due consideration. Follow up will be provided in writing within ten (10) working days, unless mutually agreed upon by both parties.

The parties agree to convene a meeting of the Labor Management Committee ("LMC") in any Department where the Union believes there is a problem with the current practice of vacation scheduling in any Bureau, Division, or Section. The

matter will be addressed by the LMC in accordance with the provisions of Article Six, Section VII of the MOU.

Within 180 days of the adoption of the MOU by the City Council, each Department shall post on its bulletin board, information on the links to the Human Resources Department of the City where current, relevant information can be obtained on vacation pay-off.

XIV. (Amend) Article Six-Other Benefits and Employment Conditions, Section XII – Termination of Unclassified (Including Non-Career) Employees to read:

Section XII –Termination of Unclassified (including Non-Career) Employment

When an unclassified, as-needed, temporary or seasonal, employee is terminated, the employee will be provided an opportunity to meet with a management employee, and a Union Representative upon the employee's request, to discuss the reason for the termination unless the termination is due to the end of an as-needed, temporary or seasonal assignment, a reduction in hours, or the elimination of the position.

XV. (Add to) Skilled and General Services Units (Basic and Supervisory) Unit Provisions the following:

The entire classifications of Port Security Systems Operator and Harbor Control Center Supervisor shall be transferred to the Office and Technical - Basic bargaining unit and the Office and Technical - Supervisor bargaining unit, respectively within 45 days of approval of the total agreement by the City Council.

In witness thereof, the parties hereto have caused this Amendment to the Memorandum of Understanding to be executed this 17 day of September 2015.

FOR THE LONG BEACH CITY EMPLOYEES LOCAL LODGE 1930, DISTRICT LODGE 947, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS – AFL-CIO:

Richard Suarez, Grand Lodge Representative
Western Territory

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President/DBR

Dan Gonzalez, President IAM
President/LL 1930

Roz Boger
Vice President/LL 1930

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Secretary-Treasurer

Sashi Muralidharan
Recording Secretary

Eric East
Trustee

Mike Vander-Meer
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FOR THE CITY OF LONG BEACH:

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City Manager

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APPROVED AS TO FORM:

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