# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# THE CITY OF LONG BEACH

# AND

# THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

## October 1, 2010 to September 30, 2011

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## ARTICLE ONE
## MEMORANDUM

### Section I - Parties to Memorandum of Understanding

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

### Section II - Recognition

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

### Section III - Purpose

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

### Section IV - Nondiscrimination

A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.

B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources, and shall be entitled to pursue California or federal statutory rights.

## Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

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

Each fiscal year, the Association shall receive a bank of 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.

2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information:

A downloaded file on diskette with the following information for each employee:

Name, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

## Section VI - City Obligations and Responsibilities

A. City Obligations

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

1. To manage the City.

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

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

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

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

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

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

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

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

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

B. Definition of City Obligations

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

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

## Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU.

Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall notice the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

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

## Section VIII - Peaceful Performance of City Services

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

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

## ARTICLE TWO
## SALARIES AND COMPENSATION

### Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

Salary Ranges

1. While there exists salary inequity issues with like classifications in a different Association that has a current contract agreement, and while these inequities will continue to increase and thus create recruitment and retention difficulties for LBACE represented positions, the Long Beach Association of Confidential Employees recognizes the City's current financial situation and, therefore, agrees that there will be no general salary increases for the term of this agreement.

   The provisions of Article Two, Section I.B. shall not be subject to Article Seven, Grievance Procedures, of the MOU.

C. Step Advancement

1. Performance Increases

Step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively

designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

3. Performance System

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

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

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

the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.

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

d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.

e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.

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

D. Deferred Compensation

The City will contribute $75 per month for all permanent members of the Association.

**Section II - Overtime**

1. 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 paid hours (excluding sick leave) in a work week up to 60 work hours. Hours charged to sick leave shall not be considered when determining premium pay under the provision of the FLSA. However, if the employee has actually worked more than 40 hours in the work week, 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. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in

accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.

3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.

4. Paid sick leave will be excluded from overtime calculation when determining premium pay under the provisions of the Fair Labor Standards Act.

## 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 - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional eighty cents ($0.80) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per fiscal year in said position in order to qualify for the higher classification pay.

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

3. 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.

4. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources.

## Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

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

2.5 total time = 2.0 hours paid (minimum)

2. 0.5 hours worked
   1.0 travel time
   1.5 total time = 2.0 hours paid (minimum)

3. 2.5 hours worked
   1.5 travel time (1.0 hour travel time)
   4.0 total time = 3.5 hours paid

4. 2.0 hours worked
   0.5 travel time (1.0 hour travel time)
   2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

## Section VI - In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid $430.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

## Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to $500 per year that may be used to attend professional or technical training related to their job. The $500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

## Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.

   1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

B. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, shall be authorized to use his or her personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives 300 or more miles in any calendar month in the performance of his or her duties shall be reimbursed at the current IRS rate plus an additional $0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional $0.10 per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate. Employee shall not receive additional compensation for those miles already paid at the higher rate.

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

D. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

## Section IX – Bilingual Pay

Employees are eligible to receive bilingual skill pay if both of the following conditions are met:

A. The employee has certified oral and/or written bilingual capacity in English and an additional eligible language. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager, or other appointing authority; and

B. The employee is assigned to a position that has been determined by a Department Head to benefit from bilingual ability, and to have frequent or significant interactions with the public for the majority of the employee's regular, daily course of duty. Bilingual skill pay will be provided for employees who have skills in American Sign Language when their interaction with the public is in person, face-to-face.

Employees who meet all the criteria shall be paid an additional seventy cents ($0.70) per hour, or five dollar and sixty cents ($5.60) per diem. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager or other appointing authority and the Department Head on an as-needed basis.

## ARTICLE THREE
## PAID TIME OFF BENEFITS

### Section I - Vacation

| Vacation Allowance<br>Service Completed | Equivalent Vacation Days<br>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, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to Eighty (80) hours of sick leave/vacation/holiday pay in the system. However, previously-scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents

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

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

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

Said premium payment shall continue until:

1. The spouse remarries.

2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.

3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.

4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

## Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, great-grandfather, great-grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

## Section IV - Holidays

1. New Year's Day - January 1
   Martin Luther King Jr. Day - 3rd Monday in January
   Washington's Birthday - 3rd Monday in February
   Memorial Day - Last Monday in May
   Independence Day - July 4
   Labor Day - First Monday in September
   Thanksgiving - Fourth Thursday and following Friday in November
   Christmas Day - December 25
   Personal Holiday Leave - (32.0 hours)

2. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.

3. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1

will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).

4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.

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

6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.

7. The following holiday/personal holiday leave hours will be credited on a one-time basis to employees on July 1, 2006.

   Permanent Full-Time Employees – 40.0 hours of holiday/personal holiday leave
   Permanent Part-Time Employees – 32.0 hours of holiday/personal holiday leave

## Section V - Jury Service

Employees receiving a jury summons will be provided paid release time up to Eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 2 hours prior to the completion of the shift must report back to work.

## Section VI - Standby Pay

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

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

C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.

D. Standby duty shall be compensated at eighty-five cents ($0.85) per hour, and ninety-five ($0.95) per hour effective 07/01/06, for each full hour of standby duty.

## ARTICLE FOUR
## HEALTH INSURANCE BENEFITS

### Section I - Health, Dental, and Life Insurance

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

Effective December 1, 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 annual rate schedule, and will include any increases incurred up to the date of the change.

a. Every January 1st during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be paid by the employee but will not exceed 30% of the increase or $25 whichever is less, over the rates in effect in the prior year 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 restructured cost and the employee contributions outlined above.

3. On January 1, 2011, 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 - Disability/Life Insurance

A. Short-term/Long-term Disability Benefits - Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

B. Life Insurance - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of $75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the $75,000 life insurance or additional life insurance coverage not to exceed $50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

## ARTICLE FIVE
## RETIREMENT AND WORKERS' COMPENSATION

### Section I - Retirement

A. Continuation of Retirement Benefits

1. The City will continue to provide pension benefits in accordance with the contract in effect on October 1, 2010 and shall continue to pay an amount equal to six-eighths (6/8) of the eight percent (8%) individual employee contribution to CalPERS on behalf of each employee who is eligible for and enrolled in the California Public Employees Retirement System (CalPERS) prior to the effective date of the CalPERS contract amendment in B. below and prior to City Council approval of the resolution in A.2. below.

2. Newly hired City of Long Beach employees represented by the LBACE that are hired on or after the date of the City Council's approval by resolution, shall contribute from his/her annual salary his/her full eight percent (8%) employee contribution to CalPERS.

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

As soon as practicable, the City shall amend its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after the effective date of the CalPERS contract amendment. The new tier benefit is 2.0% at 60 Modified retirement formula. Final compensation shall be calculated based on a thirty-six (36) month average. The City shall not contribute to the individual employee contribution.

C. Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to CalPERS.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deduction for employee contributions shall resume as prescribed in Section I.A.

## Section II - Workers' Compensation

A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.

2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.

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

4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime or higher classification pay.

## ARTICLE SIX
## OTHER BENEFITS AND EMPLOYMENT CONDITIONS

### Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.

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

### Section II - Transfer/Reassignment/Change of Shifts

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

### Section III - Rest Periods

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

## ARTICLE SEVEN
## GRIEVANCE PROCEDURE

### Section I - Definition

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

B. Matters excluded from consideration under the grievance procedure:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

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

C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

### Section II - Grievance Presentation

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

### Section III - Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which:

a. Identifies the aggrieved;

b. Contains the specific nature of the grievance;

c. Indicates the time or place of its occurrence, if known;

d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and

procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;

e. Indicates the persons contacted at the informal stage; and

f. States the corrective action desired.

## Section IV - Time Off For Processing Grievances

A. Informal - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.

B. Formal - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

## Section V - Cost of Witnesses at Grievance

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

## Section VI - Extension of Time Limits

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

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

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

## Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Water and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

## Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

A. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.

B. Within 10 working days, the Department Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

   If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources Department Head/Designee

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

B. Within 10 working days, the Director of Human Resources, or designee, shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

   For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources, or designee.

Step Three - City Manager

A. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).

B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

## ARTICLE EIGHT
## GENERAL PROVISIONS

### Section I - Conclusiveness of Agreement

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

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

### Section II - Support of Agreement

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

### Section III - Separability

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

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

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

## Section V - Term and Renegotiation

The term of this MOU shall commence on October 1, 2010, and shall remain in effect through September 30, 2011. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2011 to May 15, 2011 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 29 day of December, 2010.

LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

Julissa Jose-Murray, President

Michael Manning, Negotiator

Beverly Nieves, Negotiator

Caprice McDonald, Negotiator

CITY OF LONG BEACH

Patrick H. West, City Manager

Deborah R. Mills, Director of Human Resources

Ken Walker, Manager of Personnel Operations

Tara Brewer, Personnel Analyst III

Nani Blyleven, Administrative Analyst III

APPROVED AS TO FORM:

Robert E. Shannon
City Attorney

## APPENDIX A - CONFIDENTIAL UNIT

| TITLE | DEPARTMENT |
|---|---|
| CHIEF OF STAFF-PROSECUTOR-CONF | CITY PROSECUTOR |
| ASST ADMIN ANALYST II-CONF | CIVIL SERVICE |
| PERSONNEL ANALYST I-CONF | CIVIL SERVICE |
| PERSONNEL ANALYST II-CONF | CIVIL SERVICE |
| PERSONNEL ANALYST III-CONF | CIVIL SERVICE |
| PERSONNEL ANALYST III-CONF | CIVIL SERVICE |
| PERSONNEL ANALYST III-CONF | CIVIL SERVICE |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE ANALYST III-CNF | FINANCIAL MANAGEMENT |
| ASST ADMIN ANALYST II-CONF | FINANCIAL MANAGEMENT |
| SECRETARY-CONF | FINANCIAL MANAGEMENT |
| SENIOR ACCOUNTANT-CONF | FINANCIAL MANAGEMENT |
| ADMINISTRATIVE AIDE II-CONF | HUMAN RESOURCES |
| ADMINISTRATIVE ANALYST III-CNF | HUMAN RESOURCES |
| ADMINISTRATIVE ANALYST III-CNF | HUMAN RESOURCES |
| ASST ADMIN ANALYST II-CONF | HUMAN RESOURCES |
| CLERK TYPIST III-CONF | HUMAN RESOURCES |
| CLERK TYPIST III-CONF | HUMAN RESOURCES |
| PERSONNEL ANALYST II-CONF | HUMAN RESOURCES |
| PERSONNEL ANALYST III-CONF | HUMAN RESOURCES |
| PERSONNEL ANALYST III-CONF | HUMAN RESOURCES |
| PERSONNEL ANALYST III-CONF | HUMAN RESOURCES |
| PERSONNEL ANALYST III-CONF | HUMAN RESOURCES |
| PERSONNEL ASST II-CONF | HUMAN RESOURCES |
| PERSONNEL ASST II-CONF | HUMAN RESOURCES |
| PERSONNEL ASST II-CONF | HUMAN RESOURCES |
| SAFETY SPECIALIST I-CONF | HUMAN RESOURCES |
| SAFETY SPECIALIST II-CONF | HUMAN RESOURCES |
| SECRETARY-CONF | HUMAN RESOURCES |
| SECRETARY-CONF | HUMAN RESOURCES |
| SECRETARY-CONF | POLICE |
| SECRETARY-CONF | POLICE |
| SECRETARY-CONF | POLICE |
| SECRETARY-CONF | POLICE |
| BUSINESS SYS SPECLST V-CONF | TECHNOLOGY SERVICES |
| BUSINESS SYS SPECLST VI-CONF | TECHNOLOGY SERVICES |

## APPENDIX B

SALARY SCHEDULE

The current Salary Resolution will contain the correct pay rate schedules.

## APPENDIX C

SKILL PAY

| Classification | Skill | Additional Compensatio |
|---|---|---|
| Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560. | For regular and frequent use of certified oral and written bilingual skills. | $0.70 per hour |
| Clerk Typist I, II, and III | For regular and frequent use of certified shorthand skills. | $0.50 per hour |
| Personnel Assistant II | When regularly assigned and performing duties as a section lead person for employee health insurance programs. | $2.00 per hour |

## APPENDIX D

## APPROVED SITES FOR MEETING

| Location | Site | Contact |
|---|---|---|
| CITY HALL | | Director of Human Resources |
| 7th Floor<br>Civil Service | Board Rooms or Testing Rooms Hall | |
| 12th Floor<br>Technology Services | Conference Room | |
| 13th Floor<br>City Manager | Conference Rooms | |
| Library | Meeting Room | |

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.