

**LETTER OF AGREEMENT  
ALBE MEMORANDUM OF UNDERSTANDING 10/12019 – 9/30/2023  
ASSOCIATION/UNION LEAVE OF ABSENCE**

The Memoranda of Understanding (MOU) between the City of Long Beach (City) and the Association of Long Beach Employees (ALBE) provides Representational Time-off for ALBE to conduct union business (Article One – Section V.E.).

This Letter of Agreement specifies that the City agrees to release one (1) Association/Union Employee Representative on a union leave of absence upon request, during the term of the MOU for a period of up to one (1) year, unless otherwise mutually agreed upon in writing. The parties agree to the following conditions with respect to the union leave of absence program:

1. Compensation shall be equal to full regular pay and benefits excluding any overtime that the Association/Union Employee Representative would earn while on a regular paid leave of absence. The employee shall not receive any specialty assignment pays or skill pays while on union leave.
2. Compensation shall include retirement fund contributions required of the public employer as an employer. The Association/Union Employee Representative shall earn full-service credit during the leave of absence and shall pay their member contributions to CalPERS.
3. The City shall not be responsible for any overtime compensation owed to the ALBE Association/Union Employee Representative accruing from Association/Union Activities.
4. The leave of absence, with full pay and benefits, shall be reported and compensated pursuant to California Government Code 3558.8.
5. The employee will be paid on an 80-hour per pay period basis in accordance with the City's Payroll Schedule.
6. The employee shall continue to accrue accruals at the normal rate while in a paid leave status and shall observe all City holidays. The employee is subject to the City's vacation and personal holiday/in lieu holiday accrual maximum provisions and accruals shall not be cashed out.
7. While on leave of absence, the Association/Union Employee Representative shall not conduct non-union business.
8. While on release time, the Association/Union Employee Representative shall not be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of Association/Union business.


9. The Association/Union shall indemnify and hold harmless the City of Long Beach, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the city of Long Beach, and shall defend, indemnify and hold harmless the city of Long Beach, its officers and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not limitation, workers compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of the Association/Union Employee Representative.
10. The Association/Union shall reimburse the City for the full cost of wages and roll-up costs related to wages (i.e., pension, benefits, FICA, Medicare, etc.) for the leave of absence of the Association/Union Employee Representative.
11. The Association/Union will submit payment on a monthly basis within thirty (30) business days from the invoice date to Central Payroll.
12. The Association/Union has no obligation to use the leave of absence under this section for an employee and may terminate that release at any time, for any reason in writing within ten (10) business days. The employee will be reinstated effective the first day of the next full pay period.
13. The provisions of this section shall sunset upon expiration of this MOU unless extended by mutual agreement.
14. At the conclusion or termination of the leave of absence, the Association/Union Employee Representative shall have a right of reinstatement to the same position and work location held prior to the leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification. The reinstatement shall be effective the first day of the pay period following the notification of conclusion or termination of the leave of absence.

**THE PARTIES AGREE TO THE ABOVE:**

FOR THE ASSOCIATION OF LONG BEACH EMPLOYEES:

4/8/2022

Date



Colin Lavin  
Business Manager, IBEW Local 47

FOR THE CITY OF LONG BEACH:

4/8/2022

Date



Dana Anderson  
Manager of Labor Relations & Benefits Administration

4/13/2022

Date

TBM

Tom Modica  
City Manager

April 11, 2022

Date

Charles J. Anderson

Charles Parkin, City Attorney  
Approved to Form