MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH SUPERVISORS EMPLOYEES ASSOCIATION (LBSEA)

OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Approved by City Council on September 15, 2020

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ARTICLE ONE
MEMORANDUM OF UNDERSTANDING

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 Supervisors Employees Association ("Association") 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 themselves 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 procedures established by the Department of Human Resources or Civil Service and shall be entitled to pursue California or federal statutory rights.

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

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

2. A bi-weekly listing (electronic report) of dues and all other deductions shall be sent to the Association.

3. The City shall have no obligation to modify the manner in which it currently makes deductions on behalf of the Association.

B. Maintenance of Dues Payroll Deduction

1. Employees who are members of the Association may cancel payroll deductions by resigning their membership only in the month of June each year. The Association shall assume responsibility of notifying current and future members of this requirement.

2. The parties agree that LBSEA may re-open the agreement upon request to discuss maintenance of membership provisions following a final decision on the merits of court of competent jurisdiction, inclusive of appeals, if any.

C. Indemnification

LBSEA hereby agrees to indemnify and hold the City, its officers and employees, harmless from any loss, damages, claims, demands, suits, or any other causes of action arising from the operation of this provision of the Agreement.

D. Association Employee Representative

A current list of the Association's Officers shall be presented to the Director of Human Resources ("Director") or designee. Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

E. Notification of Job Classification Changes

The City shall notify the Association and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Association as far in advance as possible but not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of the proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

F. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing department work rules affecting conditions of employment, the City shall give the Association reasonable notice as far in advance as possible but not less than ten (10) working days prior to placing the new rules, or changes in such existing rules, into effect and where requested, meet and confer in good faith. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Association, the City, and the employees.

G. Representational Time-Off

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

2. Each fiscal year, the Association shall receive a bank of 300 hours to be used for general Association business. Unused time shall not be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

H. Bulletin Boards

A reasonable number of bulletin boards will be provided upon which the Association may post notices of official Association 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 Association-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 Association for permanent posting. No department shall arbitrarily remove said posting without consent of the Association (except for dated material). In any event, no posting shall contain any material defamatory or derogatory about any City employee or elected official and no campaign information shall be posted except for the internal Association 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.

I. Work Access and Distribution of Notices

1. Definitions

a. "Working or work locations" are those areas where actual work duties are performed.

b. "Non-working or non-work locations" are those areas where most employees are free to use the area for non-work activities.

c. "Working time" or "working hours" refer to periods when employees are performing actual job duties which do not include employees' own time such as before shift starts, break periods, lunch or at after completion of shift.

2. Association Access to Work Locations During Working Hours:

a. Authorized Association representatives, (Association International Representatives, Business Representatives, Association Officers, Association Staff Representative(s) and Site Representatives),

pursuant to Article One Section V-D, shall be given access to work locations during working hours to conduct Association grievances, to conduct investigations in connection with Association grievances, and to observe working conditions in connection with Association grievances, so long as it is not unreasonably disruptive of normal working operations.

b. The Association representative(s) desiring access to a work location during working hours shall state the purpose of their 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.

c. 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.

d. 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.

e. The Association 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 Association representative must advise management when they have arrived on site.

3. The Association shall give to all Department Heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list. The City shall give the Association the contact information of the Department Head or designee for purposes of notification.

   In addition, authorized Association 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.

4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without the prior permission of the City Manager or the Director. Any written information to be distributed to employees must be furnished to management.

J. Investigations

An employee required to attend an investigatory interview with the employee's supervisor(s) is entitled to Association representation where the employee has a reasonable basis to believe that they may be disciplined as a result from the meeting. The employee must request Association representation. The right to Association 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 Association 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.

Section VI –New Employee Orientation and Employee Information

A. Purpose

Pursuant to Government Code Sections 3555-3559 the City shall allow the Association access to New Employee Orientations (hereinafter, NEOs) and for certain employee information provided to the Association by the City.

B. Application

This Agreement shall apply to all the bargaining units for which Union is the recognized employee organization. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the City.

C. Notice and Access

1. Written Notice: The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs. The City will notify the union of any changes.

2. Single Point of Contact: The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.

3. Citywide NEOs: The Long Beach Supervisors Employees Association conveyed interests to be notified of Citywide NEOs. New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled every month and any Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.

4. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.

5. Union Access and Presentation at Department NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The new employees attending the NEO, including meeting with the Union, shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator. At all NEOs, the Union shall limit its presentation to a general introduction to its organization, history, by-laws, benefits of membership and to answer questions from the new employees. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures or other topics that would be considered beyond

general discussion of the benefits of Union membership. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is scheduled to work and is needed by the Union to meet with new employees at a scheduled Department NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other union's presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other unions, or any other individuals.

6. Audio/Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Department NEO and the Citywide NEO.

D. Employee Data Information

1. City Reports to Union: The City shall provide the Union with the information subject to the limitations contained in California Government Code Section 3558, on newly-hired employees to the extent it is made available to the City as follows:

a. New Hire Reports: The name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.

b. Demographic Reports: The name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address for all employees in the bargaining unit at least every 120 days.

c. Additional Information: In addition to the above-described information, the City will provide the Association supplemental data regarding gender, age, years of service, salary and membership dues of its members which will be included in the recurring demographic reports.

E. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

Section VII – 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 pursuant to Government Code Section 3500 et seq. 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.

11. Contracting, Outsourcing or In-Sourcing

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.

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 VIII – Amendments to Personnel Policies and Procedures and Department Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. 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

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 Association, any such information not found on, or linked to, the Internet, shall be provided to the Association 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 employees 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.

Section IX – Peaceful Performance of City Services

For the life of the Agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities. The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Association shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions. This Section shall not be interpreted to limit an employee's statutory or constitutional rights.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section 1A. above on the effective dates indicated:

1. Effective the first day of the first full pay period including April 1, 2020, all bargaining unit members shall receive a four percent (4%) General increase to the base hourly rate.

2. Effective the first day of the first full pay period including September 30, 2021, all bargaining unit members shall receive a two percent (2.0%) General Wage increase to the base hourly rate.

3. Effective the first day of the first full pay period including September 30, 2022, all bargaining unit members shall receive a two percent (2.0%) General Wage Increase to the base hourly rate.

C. Equity Adjustments

1. Effective the first day of the first full pay period that includes April 1, 2020, the following classifications shall receive a two percent (2.0%) equity adjustment:

- Fleet Services Supervisor I
- Fleet Services Supervisor II
- Garage Supervisor I
- Garage Supervisor I - Harbor
- Garage Supervisor II
- Garage Supervisor II - Harbor
- General Maintenance Supervisor I
- General Maintenance Supervisor II
- Park Maintenance Supervisor
- Building Services Supervisor

2. Effective the first day of the first full pay period that includes September 30, 2020, the following classifications shall receive a one percent (1.0%) equity adjustment

- Fleet Services Supervisor I
- Fleet Services Supervisor II
- Garage Supervisor I
- Garage Supervisor I - Harbor
- Garage Supervisor II
- Garage Supervisor II - Harbor
- General Maintenance Supervisor I
- General Maintenance Supervisor II
- Park Maintenance Supervisor
- Building Services Supervisor

D. Salary Range Changes

Effective the first day of the first full pay period that includes April 1, 2020, the following classifications shall receive salary range adjustments as follows**:**

Classification	**From Range**	**To Range**
• Gas Distribution Supervisor I	580	564
• Gas Distribution Supervisor II	620	630
• Water Treatment Supervisor I	660	700
• Water Treatment Supervisor II	700	740

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

E. Labor Cost Savings Re-Opener

Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and LBSEA ("the parties) agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened in accordance with Appendix K. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

F. Performance Increases

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

1. Step Advancement

Subject to satisfactory performance, as set forth in Section 2 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 the Salary 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 of employment, the salary of such employee shall be at the applicable pay rate designated as 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.

2. Performance System

As set forth in D.1. above, an employee will advance to the next step of the salary schedule if they receive an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The rating will be based on the most recently completed Employee Performance Appraisal form. Employee appraisals are not arbitrary or capricious. All parties desire consistency in the appraisal process throughout the City. Performance that may result in ratings below "meets job requirements" should be discussed with the employee as needed throughout the rating period and should also be shared with the employee in a timely manner.

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, they shall be advanced to the next successive step. They will receive their next step increase in accordance with the provisions of item F.1. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, they 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.

3. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, they 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, they 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, they 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 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.D.3 may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

Section II – Overtime and Compensatory Time Off (CTO)

A. FLSA Overtime

FLSA Overtime for all work performed in the excess of 40 hours per week will be paid pursuant to the FLSA or may be accrued as compensatory time off at the rate of one and one-half times for each FLSA overtime hour worked.

B. MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this section by crediting sick leave, personal or in lieu holiday leave, etc. as hours worked. Hours charged to vacation leave shall be excluded and not be considered when determining premium pay under the provisions of this MOU. MOU overtime (in excess of 40 hours per week, excluding vacation) will be paid at the regular hourly rate or compensation accrued at one and one-half times.

C. Compensatory Time Off

1. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of ninety (90) hours.

2. Banked overtime credits shall not exceed 90.0 expanded hours for any employee at any one time.

   (60 straight time hours x 1 ½ = 90)

3. Employees will be paid for all accrued CTO annually with the final pay period of each fiscal year or in the pay period immediately preceding a general salary increase. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee on the pay period prior to promotion.

4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. “Reasonable notice” is defined as at least two weeks’ notice. If reasonable notice is provided, the employee’s request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks’ notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

5. Management retains the sole discretion in granting the request to accrue CTO or to pay it as overtime worked.

Section III – Skill Pay

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

Section IV – Night Shift Differential

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

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

A. The employee works 1/2 (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or

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

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

Section V – Higher Classification Pay

Each employee who is required to perform the full range of duties in a vacant higher classification or grade level position, up to and including division manager, shall be paid an additional one dollar and sixty cents ($1.60) per hour providing the following conditions are met:

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

B. 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.

C. The employee receiving higher classification pay will be required to record the title of the vacant higher classification or grade, and in the case of a temporary vacancy, the name of the employee who holds the higher classification position, and the reason for the temporary higher classification assignment. This documentation of the higher classification assignment information on the employee's time card is required for auditing purposes.

The temporary appointment to the higher classification must be approved by the Department Head or his or her designee, in writing.

Section VI – Mileage Reimbursement

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

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, will 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 mileage 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. Employees will 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 or other appointing authority, 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 VII – Call Back

A. An employee shall be eligible for call-back pay when all of the following conditions are met:

   a. The employee is unexpectedly ordered to return to work because of unanticipated work requirements and does, in fact, return to work.

   b. The order to return to work is given following termination of the employee's normal shift and his/her departure from his/her work location.

B. Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:

   1. Three (3) hours at the rate of time and one-half (1½); or

   2. Each hour or fraction thereof worked from the time of the call-back to the time the employee leaves home to the time employee returns home at the rate of time and one-half (1½).

C. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before the employee leaves home shall receive 30 minutes of pay at the employee's regular rate of pay.

D. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to act to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive fifteen (15) minutes' minimum at time and one-half (1½) the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours

Section VIII – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid $440.

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 IX – Bilingual Pay

The City agrees that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications.

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.

Section X - Supervisory Differential Program

Effective the first day of first period including October 1, 2022, the City shall implement a Supervisory Differential Pilot Program (see Attachment A) to ensure a 5.5% salary differential exists between a bargaining unit member and subordinate who directly reports to them. The rates are based on the top step base hourly rate (Step 7) of the bonafide supervisor and subordinate.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

Service Completed	Equivalent Vacation Days Earned Per Year
Upon hire 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

A new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021, in accordance with Appendix E.

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, they 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.

C. Sick Leave Usage

Effective the first pay period of calendar year 2021, and superseding provisions in the Salary Resolution, Personnel Ordinance, and/or legislative requirements. The City will expand the usage of sick leave accruals as follows:

In conjunction with a protected and/or extended medical leave of absence (i.e. FMLA, PDL, CFRA, etc.) and in addition to the usage of sick leave accruals, when an employee is personally ill or disabled, they shall be entitled to use any available earned sick leave accruals for an absence from duty for personal medical appointments or to attend to his/her ill, eligible family member.

Catastrophic Leave donations for eligible employees will only be allowed in circumstances where an employee has exhausted all available leave accruals, and are no longer covered by STD or LTD, if applicable, whether the donations are requested to cover a personal or family related illness.

D. 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 has the option to retain up to eighty-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.

Effective January 2021, upon implementation of Paid Parental Leave program, this Preservation of Sick Leave (Vacation) During Extended Leave provision shall be eliminated.

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

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

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

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

Said premium payment shall continue until:

1. The spouse remarries.

2. A dependent child turns 26 years old.

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.

F. 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

A. Permanent full-time and permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for his or her absence, 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 immediate family member.

B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.

C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department Head.

D. Bereavement leave must be taken within 60 days of immediate family member death.

E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.

F. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.

G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section IV – Holidays

A. The following ten days shall be observed as holidays (14 total including Personnel Holiday Leave):

1. New Year's Day – January 1
2. Martin Luther King Jr. Day – 3rd Monday in January
3. Washington's Birthday – 3rd Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Election Day – First Tuesday following November 1st (Effective January 2021)
8. Thanksgiving – Fourth Thursday in November
9. Day after Thanksgiving – Friday after Thanksgiving
10. Christmas Day – December 25
11. Personal Holiday Leave – (4 days / 32.0 hours)

B. Effective the first full pay period of calendar year 2021, the City shall provide one additional City observed Holiday (first Tuesday after November 1st) to eligible permanent full-time and permanent part-time employees.

C. 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.

D. Employees on in-lieu schedules will continue to receive 13 holidays per year (plus an additional day in accordance with Article Three, Section IV, B). Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

E. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours). A personal holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix F.

F. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of two (2.0) hours for every one hundred and seventy-four (174) hours of regular paid hours.

G. 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, the employee shall owe the City two (2) days pay for the two (2) personal holidays taken but not earned.

H. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.

I. Employees that start employment after the first of the calendar year will receive holidays prospectively for the remainder of the year.

J. Employees on alternate work schedules (e.g., 9/80 or 4/10) may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.

K. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.

L. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

Section V – Jury Duty

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 two (2) hours prior to the completion of the shift, must report back to work. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

Section VI – Standby Pay

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

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

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

D. Standby duty shall be compensated at two dollars ($2.00) per hour for each full hour of standby duty.

Section VII – Paid Parental Leave

A paid parental leave policy shall be implemented effective the first full pay period of calendar year 2021, in accordance with Appendix H.

ARTICLE FOUR
BENEFITS

Section I – Health, Dental and Life Insurance

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

Effective December 1, 2019 — $1,737.11 per month

Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

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

1. Employees with single or two-party plan health coverage shall pay thirty percent 30% of the increase or an additional $25, whichever is less, over the rates in effect in the prior year for the plan options selected.

2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or $30, whichever is less, over the rates then in effect in the prior year for the plan options selected.

3. If the employee's portion is in excess of their cap ($25 for single or two-party coverage or $30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted, or the increase equals the cap, whichever is less.

4. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

5. These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above. Any new plans developed and offered to City employees will have an appropriate shared cost structure

developed.

Section II – Benefits Eligibility Date

A. Employees will become eligible and may enroll into eligible benefits plans effective the first (1st) of the month following their hire date and submittal of enrollment documents.

B. Benefit enrollment forms must be received by the Department of Human Resources Benefits Division by the end of the month of the employee's hire date for benefits to become effective 1st of the following month.

C. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1st of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.

D. Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks.

Section III – City Health Insurance Advisory Committee (HIAC)

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

B. 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.

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

Section IV– Voluntary 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 City's group life insurance carrier.

Section V – On-the-Job Death Benefit

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

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

B. For the surviving children until age twenty-six (26).

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

Section VI – Long-Term (LTD) and Short-Term (STD) Disability Insurance

A. Short-Term Disability

Effective January 1, 2021, the City shall provide a Short-Term Disability (STD) Plan to employees in the unit that provides disability payments to employees. The plan includes the following provisions under Class 3 as identified in the plan document:

1. Seven (7) calendar day elimination period. Disability payments begin on the 8th day.

2. Payments shall not exceed 50% of the employee's salary up to $1,000 per week.

3. Maximum duration is twenty-six weeks (180 days or 6 months) of STD payments.

4. The premium will be paid by the City. The benefit is taxable to the employee.

5. Disability payments are not provided for workers' compensation injuries when Total Temporary Disability (TTD) or 4850 workers' compensation benefits are being paid.

6. Requires employees to exhaust sick leave accruals first.

B. Long-Term Disability

Effective January 1, 2021, the City shall provide a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to as follows:

1. Disability payments will commence on the 181st day of the illness or injury.

2. Payments shall not exceed a total of 50% of the employee's salary or a maximum of $4,000 per month (whichever is less) and will be coordinated in accordance with provisions as provided under the LTD plan.

3. The maximum benefit period for an individual under class 3 provisions is eighteen (18) months.

4. The premium will be paid by the City. The benefit is taxable to the employee.

5. In addition to the basic LTD plan provided by the City, the employee may elect to enroll in a supplemental LTD plan at the employee's cost, which provides supplemental LTD payments equal to 66.67% of the employee's salary up to a maximum of $12,000 per month, will be coordinated in accordance with provisions as provided under the LTD plan.

6. Requires employees to exhaust sick leave accruals first.

The City will secure the STD & LTD provider via a contractual agreement. Should the City be unable to secure renewal of these plans, the plan benefits may change.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement

A. Continuation of Retirement Benefits

For members of the bargaining unit employed in those classification set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006 but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a Classic CalPERS member), in accordance with the Public Employee's Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

B. Public Employees' Pension Reform Act (PEPRA)

Employees hired on or after January 1, 2013, who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522 (PEPRA).

Section II – Workers' Compensation

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

1. Employee is hospitalized.

2. The duration of the injury or illness is greater than fourteen (14) consecutive days.

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

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

Sick leave, banked 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 ninety (90) calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

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

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

A. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, the City shall provide up to five spaces for LBSEA members. 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

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

Section II – Rest and Meal Periods

A. The City shall authorize and permit all employees to take rest periods, which insofar are 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.

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

This requirement will be waived in 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.

B. Unless otherwise determined by the department, each workday of five hours or more shall include a meal period of not less than thirty (30) minutes to be taken approximately mid-point during the workday, as practicable. The meal period may be scheduled by the department. The meal period shall not be considered hours of work except at work sites or out in the field where the employee is authorized to continue to work during the meal period.

The minimum free from duty period between shifts for Association represented employees shall be no less than eight (8) hours, except where a longer rest period is mandated by law. Employees on standby, call back or on voluntary overtime are excluded from the minimum free from duty period

These requirements 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.

Section III – Clean Up Time

Employees shall be afforded fifteen minutes of personal clean-up time prior to the conclusion of their regular work shifts and shall suffer no interruption of pay during the authorized clean-up time. In no event, however, shall this practice result in the payment of overtime.

Section IV – Personnel Files

An employee or the employee's Association representative (Association Officers or Shop Stewards) with written consent of the employee, shall be entitled to review all of the employee's 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 the employee's work performance or conduct if such statement is to be placed in the employee's file. An employee may submit a written rebuttal, which contest the written statements made about the employee. The written rebuttal shall be placed in the employee's personnel file. Rebuttals must be submitted within twenty (20) working days of the employee receipt of the written reprimand. Written reprimands are not subject to the Grievance Procedure.

At the employee's written request, written reprimands may be sealed if no further disciplinary action directly relating to the original written reprimand has been taken against the employee within three (3) years following the issuance of the memoranda. Disciplinary actions, including written reprimands, that involve violations of the City's harassment, discrimination, retaliation, violence or theft in the work place policies shall not be sealed under any circumstances.

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, the employee may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding at the Department of Human Resources level 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 and not later than ninety (90) days after the manager discovers the incident(s) which supports the written reprimand. Any day the employee is off work due to sick, vacation, holiday, bereavement or CTO leave shall be excluded from the ninety (90) day limit. Notwithstanding the foregoing, the City may extend the ninety (90) day period in cases requiring significant investigation. If an employee believes the reprimand was not served in a reasonable time, the employee can only appeal the timeliness of the service to the Director of Human Resources or designee. The decision of the Director of Human Resources or designee is final and not subject to arbitration.

Section V – Selection Criteria for Graded Positions

It is understood that there exists distinguishing characteristics between graded levels within classifications. It is also recognized that selection criteria utilized for the selection of individuals to these graded levels may vary throughout the City. In order to promote equal opportunity for advancement, the City and the Association agree to work together in an attempt to correct any deficiencies in the selection process on an on-going basis, and to seek dissemination of notices of such vacancies, when appropriate.

Section VI – 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.

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.

Section VII – Accident Review

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

Section VIII – Labor Management Committee Meetings

A. 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 an 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.

B. Committee Participants

Association:	The Association Board up to a maximum of five (5) employee representatives of the Association
City:	Department Level Management (i.e. Administrative Officer) and/or a maximum of five (5) designated management representatives, who are not represented by the Association. The Labor Relations Manager or 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 Association representative and 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.

C. Conduct of Meetings

Meetings shall be held as needed, but not more frequently than once a month. Additionally, the meetings shall be no more than one (1) hour in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

A list of discussion topics shall be submitted to both parties forty-eight (48) hours prior to the meetings. Topics not disclosed in advance of the meeting shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The combined list of discussion topics shall be prepared by the Administrative Officer and shall include a brief description of each item to be discussed. Designation of the first topic discussed at each meeting will be alternated between the parties every month. Discussion of additional agenda topics will be alternated until the allotted time has been exhausted or there are no additional items to discuss.

D. General Guidelines

1. It is not the intent of LMC Committees to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.

2. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.

3. Topics that could lead to grievances may be discussed.

4. Alternative types of uniforms and equipment shall be addressed during these meetings.

5. 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.

6. The parties, by mutual agreement, may make recommendations on issues that have been discussed.

7. Each party shall be responsible for maintaining their own records of these meetings

Section IX – Education Assistance

Permanent full-time or permanent part-time employees who are enrolled in an accredited job and/or career-related college or university study program during off-duty hours are eligible to receive tuition reimbursement in accordance with the following schedule:

Semester/Quarter Payment Schedule

1.0 through 5.9 semester units	$375.00
1.0 through 7.9 quarter units	$375.00
6.0 or more semester units	$400.00
8.0 or more quarter units	$400.00
Community College	$120.00
Total maximum per fiscal year	$800.00

Education Assistance Program is subject to funding by the applicable appointing authority. Requests for Education Assistance will be considered in order of the date received and reimbursement will be made until the funds budgeted for Education Assistance are no longer available.

Section X – Training Program

The City and the Association recognize the advantages of job related training for City employees and agree to work together to identify increased funding that will aid in the technical and professional development of Association members. The City will work with the Association in identifying, applying for, and administering any such training assistance funding. This cooperation will extend to creating equitable opportunities for training and attendance at training. In all instances the application of this language will be subject to departmental staffing requirements.

Section XI –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 an Association 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.

Section XII – Work Schedules

A. Work Schedule Alternatives

1. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days Monday through Friday each week with a one-hour lunch during each work shift, totaling a forty (40) hours work week. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority, if it is determined to be operationally advantageous.

2. 4/10 Work Schedule

The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week plus a one-hour lunch during each work shift, totaling a forty (40) hour work week. The assigned 4/10 work schedule must follow the requirements of FLSA and other applicable laws. A shorter lunch hour can be approved by the City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

3. 9/80 Work Schedule

The City offers the 9/80 Work Schedule in order to provide a valuable employee benefit, support the City's Employee Commute Trip Reduction Program, and improve City operations by providing work schedule flexibility and enhancing employee morale. Effective the first full pay period of calendar year 2021 the guidelines for 9/80 schedules will be as follows:

- The standard work scheduled is five days per week, eight hours per day.
- Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.

- A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1) eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).

- Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.

- Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.

Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee. A Business Hour Department Schedules - Regular Day Off (RDO)9/80 work schedules will be limited to four schedules available for <u>non-24 hour facilities</u>. They include:

1. 1st Friday of the Pay Period as the Regular Day Off
2. 2nd Friday of the Pay Period as the Regular Day Off
3. 1st Monday of the Pay Period as the Regular Day Off
4. • 2nd Monday of the Pay Period as the Regular Day Off

Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9- hour work days. The other alternating Monday or Friday will be considered your eight (8) hour work day. Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

Upon Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off. Employees may not flex time on their Regular Day Off or 8-hour day.

B. 24-Hour or 7 Day Hour Facility Schedule

The 24-hour 9/80 option is reserved for 24-hour facilities whose employees may flex on any days other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday or Saturday. Sunday and Monday would be 'regular' days off from work.
Note: A 24-hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's regular workweek is Monday – Friday and their regular days off are Saturday and Sunday.

Use of the 24-Hour Facility Schedule must first be approved by the Department of Human Resources Director.

Holidays
Employees on 9/80 work schedules may be required to take an hour of qualified leave from their leave accrued leave for each holiday that falls on a 9-hour work day.

Alternatively, supervisors may give their employees the option of working an additional hour during the workweek, not the pay period, in lieu of using eligible leave time.

C. Other Work Schedules

Other work schedule alternatives may be approved by the City Manager or the appropriate appointing authority if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

D. Work Schedule Approvals

Alternative Work Schedules (work schedules other than the traditional 5/40 work schedule) must be approved by the City Manager or the appropriate appointing authority.

E. Alternative Work Schedules and Premium Pay

Back-up assignments associated with an alternative work schedule are not justification for higher-class pay unless otherwise specified in this agreement or other personnel policy. An alternative work schedule should not increase requirements for over-time pay.

Section XIII – Boot Allowance

Effective the first day of the first full pay period following approval from City Council, the boot allowance for LBSEA represented classifications shall be increased to up to $250.00 per year for required footwear and shall include orthotics and footwear accessories provided the total shall not exceed a maximum of $250.00 per year. If the required footwear becomes unserviceable before the one-year period expires, they shall be replaced at the department's discretion.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

Section I – Definition

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

B. Matters excluded from consideration under the grievance procedure:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

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

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

C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this MOU, may be pursued under this Article.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative (Association Officers, Shop Stewards, and Site Representatives) or Association staff. Grievances may also be presented by a group of employees or by the Association. An Association Staff or Association Board Member may present the grievance on behalf of an employee. One Association Staff or One Association Board Member may also observe the grievance meeting(s).

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 and arbitration at Steps I through V, without loss of pay for the time so spent.

Section V – Cost of Witnesses at Grievance/Arbitration

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

Section VI – Number of Witnesses at Arbitration

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

Section VII – Extension of Time Limits

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

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

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association staff, or Association representatives (Association Officers, Shop Stewards, and Site Representatives) and the designated management representative.

Section VIII – Informal Procedure

Within ten (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. Employees shall be encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

Within ten (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 IX – Formal Procedure

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

Step One – First Level Division/Bureau Head

A. Within ten (10) working days of the occurrence or knowledge of the matter which causes the grievance, or within ten (10) working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau head.

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

Step Two – Department Head/Designee

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

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

For Water and Harbor Departments only, substitute Administrative Officer or equivalent for Department Head/designee.

Step Three – Human Resources Department Head/Designee

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

B. Within ten (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 City Manager.

Step Four – City Manager

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

B. Within ten (10) working days, the City Manager or designee shall give their 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.

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

Step Five – Arbitration

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

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

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

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

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

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

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

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

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

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

10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with federal or California 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.

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

ARTICLE EIGHT
SAFETY

Section I – Safety Committee

The Risk Manager and City Safety Officer will meet quarterly with one (1) Association representative and three (3) employee representatives on employee safety issues. An agenda for the meeting, including all items to be addressed, will be submitted by the Association in writing one month in advance of the meeting. Meetings will be scheduled at mutually agreeable times and locations.

Section II – Safety Training

Employees will be provided safety training pursuant to statutory regulations appropriate to the requirements of the job. Requisite training will be identified by departments and the City Safety Officer

Section III – Safety Protocol

A. Safety clothing and devices currently provided by the City shall continue to be provided, as long as the need exists; the Association will encourage all employees in the Unit to utilize said safety clothing and devices to the fullest extent possible.

B. The City will make every reasonable effort to provide safe working conditions. The Association will encourage all employees in the unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to the employee's immediate supervisor. The supervisor must:

    1. Correct and eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

    2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability.

    3. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the employee shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Officer about the problem.

C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time,

the employee or the employee's representative may call the City Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE NINE
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

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

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

Section V – Term and Renegotiation

The term of this MOU shall commence immediately upon ratification by the parties, or on October 1, 2019, whichever occurs earlier. This MOU shall remain in effect through September 30, 2023. 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, 2023 to May 15, 2023, 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 17 day of December ,2020.

LONG BEACH SUPERVISORS EMPLOYEES ASSOCIATION

Keith McDonald
President

Tony Esparza
Vice President

Ivan Ortega
Secretary/Treasurer

Mike Davis
Board Member

Vicky Barker
Chief Negotiator, CEA

CITY OF LONG BEACH

Thomas B. Modica
Acting City Manager

Alejandrina Basquez
Director of Human Resources

Dana Anderson
Labor Relations Manager
Chief Negotiator

Elizabeth Calixtro
Labor Relations Officer

Christian Cambridge
Administrative Analyst

Gary Anderson
Principal Deputy City Attorney

APPENDIX A

LIST OF CLASSIFICATIONS BY BARGAINING UNIT

BARGAINING UNIT: SKILLED & GENERAL SVCS - SUPERVISORY

CLASSIFICATION:

ALTERNATIVE FUELS COORDINATOR
ASST DIRECTOR OF MAINTENANCE
BUILDING SERVICES SUPERVISOR
CARPENTER SUPERVISOR
CONSTRUCTION SUPERVISOR
DISTRIBUTION/CUSTOMER SVC SUPV
ELECTRICAL & INSTRUMNTATN SUPV
ELECTRICAL SUPERVISOR
ELECTRONIC COMMUNICATN SUPV I
ELECTRONIC COMMUNICATN SUPV III
FLEET SERVICES SUPERVISOR
FLEET SERVICES SUPERVISOR I
FLEET SERVICES SUPERVISOR II
GARAGE SERVICE ATTENDANT III
GARAGE SUPERVISOR
GARAGE SUPERVISOR I
GARAGE SUPERVISOR I-HARBOR
GARAGE SUPERVISOR II
GARAGE SUPERVISOR II-HARBOR
GAS DISTRIBUTION SUPERVISOR I
GAS DISTRIBUTION SUPERVISOR II
GAS MAINTENANCE SUPERVISOR I
GAS MAINTENANCE SUPERVISOR II
GAS METER REPAIR SUPERVISOR
GAS SYSTEMS CONTROL SUPERVISOR
GENERAL MAINT SUPERVISOR I
GENERAL MAINT SUPERVISOR II
GENERAL MAINT SUPERVISOR Ill
HARBOR MAINT SUPT I
HARBOR MAINT SUPT II
HARBOR MAINTENANCE SUPERVISOR
MAIN CONSTRUCTION CRW CHIEF I
MAIN CONSTRUCTION CRW CHIEF II
MAINTENANCE SUPERVISOR
MECHANICAL EQUIP STK CLRK Ill
MECHANICAL SUPERVISOR
MECHANICAL SUPERVISOR I
MECHANICAL SUPERVISOR II

CLASSIFICATION:

MECHANICAL SYSTEMS SUPERVISOR
MESSENGER/MAIL CLERK II
METER READER II
METER REPAIR MECHANIC II
METER REPAIR SUPERVISOR
OFFICE SERVICES SUPERVISOR
PAINTER SUPERVISOR
PARK MAINTENANCE SUPERVISOR
PLUMBER SUPERVISOR
PUMP STATION SUPERVISOR
SERVICE CONSTRUCTION SUPVR
SEWER MAINT SUPERVISOR
STREET LANDSCAPING SUPVR I
STREET LANDSCAPING SUPVR II
STREET MAINTENANCE SUPERVISOR
STREET MAINTENANCE SUPVR I
STREET MAINTENANCE SUPVR II
SUPERVISING CUSTODIAN
SUPERVISOR-COMMERCIAL DIVING
SUPERVISOR-FACILITIES MAINT
SUPERVISOR-SPECIAL SERVICES
SUPERVISOR-WASTE OPERATIONS
TRAFFIC SIGNAL COORDINATOR
TRAFFIC SIGNAL SUPERVISOR
WATER CONSTRUCTION SUPV I
WATER CONSTRUCTION SUPV II
WATER DISTRIBUTION SUPPRT SUPV
WATER ELECT/TELEMETRY SUPV
WATER EMER SVC INVESTIGATR Ill
WATER EMERGENCY SVC SUPV
WATER SUPPORT SVCS SUPV
WATER TREATMENT SUPERVISOR
WATER TREATMENT SUPERVISOR I
WATER TREATMENT SUPERVISOR II
WATER UTILITY SUPERVISOR I
WATER UTILITY SUPERVISOR II

APPENDIX B

PAY RATE SCHEDULE SUMMARY
LONG BEACH SUPERVISORS ASSOCIATION

Rates not yet available, they will be added upon verification of increased amounts.

APPENDIX C

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

SUPERVISORY DIFFERENTIAL PILOT PROGRAM

Effective the first day of the first full pay period including October 1, 2022, the City proposes the following pilot program:

During the term of this Agreement only, the parties agree to a Supervisory Differential as specified below to be implemented on a pilot basis.

1. Effective the first full pay period following approval by City Council, the City will ensure a five and a half percent (5.5%) salary differential exists between a bargaining unit member and subordinates who directly report to them.

2. This provision shall apply to a bargaining unit member that is a bona fide supervisor over employee(s) in a subordinate class. For the purposes of this section, "bona fide supervisory employee" means a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve the work of his or her subordinates. This differential shall not apply where bargaining unit members do not possess the same professional credentials required of the subordinates they supervise (e.g. Helicopter Mechanic).

The rates to be compared in determining the supervisory differential shall be the top step base hourly rate of the salary range prescribed for and authorized and allocated classifications of the subordinate and the top step base hourly rate of the bonafide supervisor (e.g. Step 7 to Step 7), excluding any overtime, skill pays, incentive pays, bonuses or working condition differentials of the subordinate. Within thirty (30 days) of notification in writing of a situation, the Human Resources Department shall investigate the situation and shall notify the Appointing Authority whenever a supervisory differential shall be paid pursuant to this section. This section is not subject to the Grievance Procedure and the determination of the Human Resources Director shall be final and binding.

Classifications which have incumbents below this differential shall receive a range adjustment that achieves a five and a half percent (5.5%) differential above the highest paid subordinate's existing base pay.

APPENDIX D

SKILL PAY

Current Classifications	Description	Prop. SR	Rate
Gas Maintenance Supervisor I-II Gas Distribution Supervisor I-II	When possessing the classification appropriate City of Long Beach Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan certifications for journey level.	CITY	**$2.20**
Gas Maintenance Supervisor I-II	When certified and training in-house personnel and contractors for annual PE fusion certification	CITY	**$10.00 per diem**
Gas Maintenance Supervisor I-II ADD - Gas Distribution Supervisor I-II	When serving as an authorized evaluator, ensuring the City of Long Beach is in compliance with Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan, to document and qualify individuals performing covered tasks on a pipeline facility.	CITY	**$10.00 per diem**
Plumber Supervisor	When possessing a Los Angeles County Department of Health Cross Connection Tester Certificate.	HARBOR	**$0.50**
Classifications in the Skilled &General- Supervisory Bargaining Unit	When regularly assigned to and possessing Certification issued by an Accredited Certifying Entity per CCR Title 8 Section 5006.1 for crane Operations **(Per Certification, max of 2)**	CITY	**$0.62**
Classifications in the Skilled &General- Supervisory Bargaining Unit		CITY	**$1.23**

Current Classifications	Description	Prop. SR	Rate
Fleet Services Supervisor Garage Supervisor I-II (Water)	When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of **Completion Any ASE Master Certification**	WATER	**$1.10**
Fleet Services Supervisor Garage Supervisor I-II (Water)	When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician **Certificate of Completion 2nd ASE Master**.	WATER	**$1.10**
Fleet Services Supervisor Garage Supervisor I-II (Water)	When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion **with one series certification.** **OR** **Alternative Fuel Certification (Formerly Light Vehicle Compressed Natural Gas Technician) with one series certification.**	WATER	**$0.22**
Fleet Services Supervisor Garage Supervisor I-II (Water	When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with **three series certif.**;	WATER	**$0.39**

Current Classifications	Description	Prop. SR	Rate
Fleet Services Supervisor Garage Supervisor I-II (Water)	When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with **six series certification**	WATER	**$0.50**
Carpenter Supervisor General Maint Supervisor II Painter Supervisor	When regularly assigned and performing as general supervisor of the Carpentry-Field, Carpentry-Shop, Paint & Welding sections or Marine & Facility Maintenance.	CITY	**$2.20**
Electrical Supervisor Mechanical Supervisor II Plumber Supervisor	When regularly assigned and performing as a general supervisor of the HVAC, Electrical, Street Lighting and Plumbing Sections.	CITY	**$1.10**
Water Treatment Supervisor I-II Water Utility Supervisor I-II	When possessing a Grade I California Water Environment Association Collection System Maintenance (CWEACSM) Certificate	WATER	**$0.22**
Water Treatment Supervisor I-II Water Utility Supervisor I-II	When possessing a Grade II CWEACSM Certificate	WATER	**$0.39**
Water Treatment Supervisor I-II Water Utility Supervisor I-II	When possessing a Grade III CWEACSM Certificate	WATER	**$0.50**
Water Treatment Supervisor I-II Water Utility Supervisor I-II	When possessing a Grade IV CWEACSM Certificate	WATER	**$0.66**
Water Utility Supervisor I-II	When possessing a Grade I Department of Public Health Services Water Treatment Certificate.	WATER	**$0.22**
Water Utility Supervisor I-II	When possessing a Grade II Department of Public Health Services Water Treatment Certificate	WATER	**$0.39**

Current Classifications	Description	Prop. SR	Rate
Water Treatment Operator I, II, III	When possessing a Grade IV Department of Public Health Water Treatment Certificate	WATER	**$0.66**
Water Treatment Supervisor I-II	When possessing a Grade V Department of Public Health Water Treatment Certificate	WATER	**$0.83**
Plumber Supervisor Water Utility Supervisor	When possessing a University of Southern California Foundation for Cross Connection Control and Hydraulic Research certificate as a Specialist in Cross Connection Control or equivalent.	CITY/ WATER	**$0.66**
Fleet Services Supervisor II	When possessing a FAA-issued Inspection Authorization License.	CITY	**$3.18**
Gas Maintenance Supervisor I-II	When possessing a Fusion Trainer/Inspector certification from a gas pipeline industry-recognized agency or a NACE Tester-level certification, or a Gas Pipeline Welding Inspections certification from an API-certified welding instructor.	CITY	**$0.22**
Gas Distribution Supervisor I-II	When possessing a Flow Computer Unit Operation and Maintenance and BTU Transmitter Operations and Maintenance certifications, or a SoCal Gas (or equivalent) Appliance Technology certification (or equivalent)	CITY	**$0.22**
Gas Maintenance Supervisor I	When certified and performing duties as a pipeline welder on an as-needed basis.	CITY	**$4.40 per diem**

Current Classifications	Description	Prop. SR	Rate
Classifications in the current Salary Resolution in the Skilled & General Bargaining Units	Required to work on ladders, mechanical devices, etc., placing employee at heights over 40 feet. Excludes Widow Washers and Tree Trimmer	CITY	**$4.40 per diem**
Water Utility Supervisor I &II Water Treatment Supervisor I&II	When possessing a Grade III Department of Health Services Distribution Operator Certificate	WATER	**$0.28**
Water Utility Supervisor I &II Water Treatment Supervisor I&II	When possessing a Grade IV Department of Health Services Distribution Operator Certificate	WATER	**$0.55**
Water Utility Supervisor I &II Water Treatment Supervisor I&II	When possessing a Grade V Department of Health Services Distribution Operator Certificate	WATER	**$0.83**
Park Maintenance Supervisor Street Landscaping Supvr I-II Street Maintenance Suprv I-II ADD Harbor Maintenance Supv.	When supervising Senior Equipment Operators.	CITY	**$1.49**
Painter Supervisor Street Maintenance Supervisor	When regularly assigned and performing as general supervisor of the Traffic Painting/Marking and Security sections	CITY	**$0.55**
Park Maintenance Supervisor Street Landscaping Supvr I-II	When required to possess an Agricultural Pest Control Advisors license and regularly assigned advisor duties.	CITY/ HARBOR	**$0.61**
Park Maintenance Supervisor	When required to possess a Pesticide Applicator's license and regularly assigned Pesticide Applicator duties	CITY/ WATER	**$0.61**
Supervising Custodian	When supervising crews or contractors performing custodial and/or maintenance duties	CITY	**$0.55**

Current Classifications	Description	Prop. SR	Rate
Mechanical Supervisor II	When assigned supervision of the Mechanical Section of the Maintenance Division.	CITY	**$3.69**
Park Maint Supervisor Street Landscaping Suprv I-II Street Maintenance Suprv I-II	When possessing a current International Society of Arboriculture certification as a Certified Arborist.	CITY	**$0.55**
General Maint. Supervisor II	When regularly assigned and performing as general supervisor over a skilled craft.	CITY	**$1.10**
Carpenter Supervisor Electrical Supervisor General Maint Supervisor II Mechanical Supervisor Painter Supervisor Plumber Supervisor	When regularly assigned and performing as a supervisor of three or more sections in the Structural Division of Public Service Bureau.	CITY	**$11.00**
Painter Supervisor	When assigned supervision of the Carpentry Section in addition to the Paint Shop Section of the Maintenance Division.	HARBOR	**$1.27**
Fleet Services Supervisor Garage Supervisor I-II (Water)	Master Automobile Technician certification and/or Medium Heavy Truck Technician with **one series certification**.	WATER	**$0.22**
Fleet Services Supervisor Garage Supervisor I-II (Water)	Master Automobile Technician certification and/or Medium Heavy Truck Technician with **two engine series certifications**	WATER	**$0.39**

Current Classifications	Description	Prop. SR	Rate
Fleet Services Supervisor Garage Supervisor I-II (Water)	Master Automobile Technician certification and/or Medium Heavy Truck Technician with **two additional certifications**.	WATER	**$0.50**
Fleet Services Supervisor I-II	When regularly assigned to the maintenance and repair of City vehicles, or as a supervisor to Equipment Mechanics within the Fleet Maintenance Division and possessing two ASE Master certifications.	CITY	**$2.20**
Fleet Services Supervisor I-II	When regularly assigned to the maintenance and repair of City vehicles, or as a supervisor to Equipment Mechanics within the Fleet Maintenance Division and possessing one ASE Master certification or for Supervisor-Stores and Property when possessing ASE parts certification.	CITY	**$1.10**

APPENDIX E

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

VACATION ACCRUAL MAXIMUM

The vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021. The City will implement a three (3) year - vacation accrual maximum based on years of service completed. As a result of COVID – 19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire December 31, 2023. The vacation cap will revert to three (3) year maximum effective January 1, 2024. See the following chart for illustration purposes::

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual*	NEW Vacation Maximum Accrual*
Upon hire through 4 years, 5 months	3.70	96.2	288.6	384.8
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	480.5
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	512.7
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	545.0
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	576.2
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	608.4
19 years, 6 months or more	6.16	160.2	480.5	640.6

*NEW 4-Year Vacation Maximum – 1/1/2021 – 12/31/2023

A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.

C. Employees will not be allowed to have negative vacation hours.

D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.

E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

APPENDIX F

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

PERSONAL HOLIDAY ACCRUAL

A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.

B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

Personal Holiday Hours	Personal Holiday Advanced (Start of year)	Personal Holiday Maximum Accrual
Regular/Other Schedule	32.0	64.0

*Accounting tracks on accrual basis at rate of 1.24 hours per pay period
**Employees will accrue prospectively if they are hired mid-year

C. Use of personal holiday time is subject to supervisor and/or department head approval.

D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.

APPENDIX G

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

IN-LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

A. All employees on a regular/other in lieu holiday schedule will receive 14 eight-hour in lieu holidays (112 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and twenty-four (224) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing until the next pay period in which accrual balance is below two hundred and twenty-four (224) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	104.0	4.0	208.0
Effective 2021*	112.0	4.3	224.0

* Effective the first pay period of calendar year 2021

B. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

APPENDIX H

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

PAID PARENTAL LEAVE

The City of Long Beach shall implement a paid parental leave policy effective the first full pay period of calendar year 2021 as follows:

The policy provides 30 consecutive calendar days of Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

The leave must be taken in full day increments, and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave accruals.

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive calendar days in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligibility

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employees adjusted hourly rate of pay.

- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two consecutive weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The 30 consecutive calendar days of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed 30 calendar days within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (I.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than 30 consecutive calendar days of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's 30 consecutive calendar days of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resource Department forms and provide all documentation as required by the Human Resource Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, all parties agree to eliminate applicable provisions for the Preservation of Sick Leave (Vacation) During Extended Leave which states:

> *Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 8O-hour limit.*

This provision will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

APPENDIX I

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach proposes to offer a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary.
The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

The proposed Gym Membership pilot program, referred to as Gympass, provides employees access to multiple gyms and exercise activity studios, as well as various types of activities for a single monthly fee, starting at $10 per month, to be paid by the employee directly to Gympass.
Employees will have multiple price platforms to choose from and will be able to attend any of the participating gyms and/or available classes based upon the platform chosen. Enrolled employees will have unlimited access to the facilities in their chosen platform and can opt out at any time. Employees will not be charged an initiation fee, annual fee or cancellation fee to participate in Gympass.

To build awareness of this unique program, the union will be invited to attend an informational kickoff meeting with Gympass and/or Human Resources staff regarding the Gympass platforms and pricing. We would like to partner with the unions/associations in communicating and distributing HR-developed communications to union members to promote the program.

Gympass will be implemented on a two-year term as a pilot program, and extended to all active employees, regardless of length of employment and hours worked. Upon the conclusion of the Gympass pilot program, the program will be evaluated by the HIAC Committee to review and make recommendations regarding the effectiveness, continuation and or decision to end the program.

*The effective date will be based on conclusion of meet and confer process and City procurement process.

APPENDIX J

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

WATER TREATMENT SUPERVISOR I-II

A. Effective the second full pay period after Council ratification, the Grade III Department of Public Health Distribution Operator Certificate skill pay in the amount twenty-five cents ($0.25) per hour will be eliminated for the following classifications:

- Water Treatment Supervisor I
- Water Treatment Supervisor II

B. Effective the second full pay period after Council ratification, a new salary range will be established for the classifications listed above. The new salary range will reflect an increase of twenty-five cents ($0.25) in each pay step in alignment with the elimination of the skill pay as indicated under item #A above.

C. The transfer of the skill pay into the base hourly rate is intended to be cost neutral and will not result in an increase in pay.

APPENDIX K

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

LABOR COST SAVINGS (FISCAL YEAR 2021)

1. To minimize layoffs during Fiscal Year 2021, the City and LBSEA agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full time employees) will be taken during the period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.

2. Permanent full time employees will be required to take two hundred and eight (208) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between the pay period including October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.

3. All employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.

4. For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.

5. Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.

6. Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between pay period including October 1, 2020 and the pay period including September 30, 2021. The City will provide the Union with a list of positions, assignments and individuals to be included in this alternative approach to generate savings.

Non-career employees will not be scheduled to work on a scheduled business closure day. If based on operational necessity, there is a need for a non-career employee to work on a closure day, the department will schedule an alternate day off during the same work week.

APPENDIX L

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

FURLOUGH PARITY LANGUAGE

LBSEA agrees to 26 workdays/208 hours (approx. 10%) of unpaid furlough days in FY 2021, provided that the City agrees to a "Furlough Parity Reopener" to guarantee that all non-sworn bargaining units (excluding public safety [POA, FFA and LGA] and miscellaneous groups with a closed contract) will be subject to the same total number of furlough hours (26 days = 208). This also excludes employees on an Alternate Furlough Program (contribution half (13 days = 104 hours).

The City and LBSEA agree that it is the intent of this Section regarding furloughs that all non-sworn bargaining units serve the same total number of furlough hours FY 2021 (excluding Alternative Furlough Program). Therefore, should the City reach agreement with another non-sworn bargaining unit that provides for less furlough hours than has been agreed to in this Section, or if the City is not able to reach agreement and instead imposes terms on another non-sworn bargaining unit that are less than the value of the furlough cost savings agreed to in this Section, the parties agree to re-open the MOU to discuss how to provide LBSEA members with compensation that equals the difference in furlough hours they served in comparison to other non-sworn bargaining units. This limited re-opener can be exercised by either the City or LBSEA.

APPENDIX M

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH SUPERVISORS ASSOCIATION

LABOR COST SAVINGS RE-OPENER

1. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and LBSEA ("the parties) agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

2. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify LBSEA in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.

3. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Milias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and LBSEA representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.

4. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees. The provisions of Article One, Section VIII, "Peaceful Performance of City Services," shall continue in full force and effect regardless of any re-opening of negotiations.