MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH LIFEGUARD ASSOCIATION (LGA)

OCTOBER 1, 2025 TO SEPTEMBER 30, 2028

Approved by City Council on November 11, 2025

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding (MOU or Agreement) is made and entered into by and between the City of Long Beach, a Municipal Corporation, and the Long Beach Lifeguard Association pursuant to Government Code 3500 et. Seq.

Section II - Recognition

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

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

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

Section III - Purpose

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

Section IV - Nondiscrimination

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

B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and state statutes or with any ordinance, resolution, or rule of the City of Long Beach.

Section V - Association Rights and Responsibilities

A. Association Representation Responsibilities

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

B. List of Board Members

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

C. Association Time Off

During the term of this agreement, the Association is permitted to use an aggregate of three hundred (300) hours per year for the purpose of conducting business which is strictly associated and connected with the Lifeguard Association. All authorizations are to be made in advance in writing to the Marine Safety Chief, stating the purpose of the release and the time needed.

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

D. Dues and Benefit Deductions Program

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for union dues shall be certified to the City by the appropriate Association official. For such purposes, the City shall charge the Association five and one-half cents ($.055) per deduction per employee per month.

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

Section VI - City Obligations and Responsibilities

A. City Obligations

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

1. To manage the City.

2. To determine the necessity, merits, and organization of any service or activity conducted by the City.

3. To determine methods of financing.

4. To determine types of equipment or technology to be used.

5. To determine and/or change the facilities, methods, and technology.

6. To assign work to and schedule employees, and to establish and change work schedules and assignments upon reasonable notice.

7. To lay off employees from duties or to reduce hours of employees because of a lack of work or funds.

8. To discharge, suspend, demote, reprimand, or otherwise discipline employees in accordance with the applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.

9. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify employees in accordance with the applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.

10. To hire, transfer, promote, and demote employees in accordance with the applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.

11. To determine policies, procedures, and standards for selection, training, and promotion of employees in accordance with applicable Civil Service Rules and Regulations and Personnel Policies and Procedures.

12. To maintain order and efficiency in its facilities and operations.

13. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City.

14. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Savings Clause

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

C. Impact

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

Section VII - Strikes and Lockouts

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

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

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

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

Section VIII - Amendment to the Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures, and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures by any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes in accordance with Government Code Section 3500 et seq. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required by law provided employees' wages and fringe benefits are not reduced unless agreed to by the Association.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I - Represented Classifications and Rates of Pay

A. Lifeguards - Supervisory Unit	Salary Range
* Marine Safety Battalion Chief	120
* Marine Safety Sergeant	060
* Marine Safety Rescue Boat Captain	108

B. Lifeguards - Basic Unit	Salary Range
* Marine Safety Officer	030
^ Lifeguard - Hourly - NC	010

NOTE: * Professional Classification
^ Recurrent Classification

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

Section II – Salary

A. Salary Schedule

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

B. General Salary Increase

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

1. Effective on the first full pay period including November 15, 2025 or the first full pay period following City Council adoption, whichever comes later, there shall be a base salary increase of two percent (2.0%) for all represented classifications.

2. Effective on the first full pay period including October 3, 2026, there shall be a base salary increase of two percent (2.0%) for all represented classifications.

3. Effective on the first full pay period including October 2, 2027, there shall be a base salary increase of three percent (3.0%) for all represented classifications.

C. Equity Adjustment

1. Effective the pay period including November 29, 2025, Marine Safety Battalion Chief classification will receive a four percent (4.0%) equity adjustment.

2. Effective the pay period including November 29, 2025, Marine Safety Officer classification will receive a three percent (3.0%) equity adjustment.

3. Effective the pay period including November 29, 2025, Marine Safety Rescue Boat Captain classification will receive a one percent (1.0%) equity adjustment.

   a. The City agrees to meet prior to the next 2028 LGA negotiations to discuss comparable classifications for Marine Safety Rescue Boat Captain.

D. One Time Non-Pensionable Payment

Effective on the first full pay period including December 13, 2025, the City will provide a one-time non-pensionable payment to eligible employees as follows:

1. One hundred eighty dollars ($180.00) for all employees in the Lifeguard Non-Careers classification.
2. Six hundred eighty dollars ($680.00) for all employees in the following classifications: Marine Safety Officer, Marine Safety Battalion Chief, Marine Safety Rescue Boat Captain.

E. 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 the City of Long Beach Municipal Code Section 3.94.030C. The parties agree that any changes to the MOU will be based on mutual agreement.

Section III - Step Increases – Lifeguards- Hourly - NC

A. All employees in the position of Lifeguard – Hourly - NC shall be eligible for advancement to the next successively higher pay-rate step as follows:

1. Advancement from pay-rate Step 1 to Step 2 after successful completion of the Lifeguard Recruit Academy (approximately 80 hours).

2. Advancement from pay-rate Step 2 to Step 3 after 600 paid hours.

3. Advancement from Steps 3, 4, and 5 to Steps 4, 5, and 6 respectively, after 800 paid hours.

4. For employee step increases, the step increase will be implemented the first date of the pay period in which the employee's anniversary date occurs. An anniversary date is defined as the date upon which an employee's

advancement to the next salary step shall become effective.

Section IV - EMT Certification

A. Recurrent Lifeguards shall be reimbursed for all of EMT recertification examination costs if recertification occurs while they are currently working. If recertification is obtained while the employee is not scheduled to work, reimbursement will only be made if and when the employee returns to work.

B. With the buyout of EMT skill pay for professional classifications, it is agreed that all current employees in professional Marine Safety classification shall be certified as an EMT and recertify as required by law. It is further agreed that, after the ratification of the MOU, both the City and the Association will jointly petition and encourage the Civil Service Commission to include the EMT certification as a minimum qualification to file, either party may reopen the MOU relative to the EMT buyout.

C. The City shall provide professional employees with the necessary training to recertify employees on City time.

D. It is the intent of both parties that all employees in professional classifications have EMT certifications, and that they keep them current. In the event that 10% or more employees fail to maintain their EMT certifications current, either party may reopen the MOU relative to the EMT buyout.

E. No employee shall be terminated solely on the basis of not maintaining their EMT certification

Section V – Skill and Other Pays

The classification and rates of Special Compensation for positions in this unit are set forth in Appendix D.

Section VI – Education Pay

A. Marine Safety Incentive Pay Program

1. The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Rescue Boat Captain, and Marine Safety Battalion Chief who have obtained 60 or more semester from an accredited institution.

    a. 1.6% of Top Step Marine Safety Officer base hourly rate.

2. The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Rescue Boat Captain, and Marine Safety Battalion Chief who have obtained the required Associate of Arts Degree from an accredited institution.

    a. 4.57% of Top Step Marine Safety Officer base hourly rate.

3. The amounts indicated below shall be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Rescue Boat Captain, and Marine Safety Battalion Chief who have obtained a degree of Bachelor of Arts or Bachelor of Science from an accredited institution.

   a. 5.33% of Top Step Marine Safety Officer base hourly rate.

4. The amounts indicated below will be paid as additional compensation to each Marine Safety Officer, Marine Safety Sergeant, Marine Safety Rescue Boat Captain, and Marine Safety Battalion Chief who have obtained a Master's Degree or other postgraduate from an accredited institution.

   a. 6.093% of Top Step Marine Safety Officer base hourly rate.

B. Education Pay for Lifeguard -NCs

The amounts indicated below shall be paid as additional compensation to Lifeguard – Non Careers that meet the eligibility criteria listed below:

1. Effective January 10, 2026, Lifeguard- NCs who obtained 60 or more semester units from an accredited institution will receive $0.739 per hour.

2. Effective January 10, 2026, Lifeguard- NCs who have obtained the required Associate of Arts Degree from an accredited institution or obtained 60 or more semester units from an accredited institution offering Bachelor's Degrees will receive two dollars and eleven cents ($2.11) per hour.

3. Effective January 10, 2026, Lifeguard- NCs who have obtained a degree of Bachelor of Arts or Bachelor of Science from an accredited institution will receive two dollars and forty-six cents ($2.46) per hour.

4. Effective January 10, 2026, Lifeguard- NCs who have obtained a Master's Degree or other postgraduate degree from an accredited institution will receive two dollars and eighty-one cents ($2.81) per hour.

Section VII – Longevity Pay

A. Effective the first full pay period that includes October 8, 2022, the City shall provide longevity pay as compensation to all permanent full-time bargaining unit members under the following conditions:

1. Three percent (3%) of top step Marine Safety Officer base hourly rate for ten (10) years, but less than fifteen (15) years of service as a permanent full-time bargaining unit member with the City of Long Beach will be added to the LGA member's hourly rate.

2. Five percent (5%) of the top step Marine Safety Officer base hourly ratefor fifteen (15) years, but less than 20 years of service as a permanent full-time bargaining unit member with the City of Long Beach will be added to the LGA member's hourly rate.

3. Seven percent (7%) of the top step Marine Safety Officer base hourly rate for twenty (20) years or more of service as a permanent full-time bargaining unit member with the City of Long Beach will be added to the LGA member's hourly rate.

Members can receive only the highest longevity pay that they are entitled to. There will be no combining of longevity pays.

Section VIII - Deferred Compensation

A For all employees in the professional classifications (Marine Safety Officer, Marine Safety Sergeant, Marine Safety Battalion Chief, and Marine Safety Rescue Boat Captain), the City of Long Beach agrees to make contributions to the employees deferred compensation account, on a percent for percent basis, equal to the amounts withheld from the employee's paycheck, subject to the following restrictions:

1. The City matching contribution shall not exceed a total of four percent (4%) of the employee's salary for that pay period;

2. The total annual City contribution for this program shall not exceed four percent (4%) of the current year Social Security taxable wage base.

For example, if the employee does not contribute from their paycheck into the deferred compensation account, the City obligation shall be zero (0). If the employee contributes one percent (1%) of earnings into deferred compensation, the City will contribute, on the employee's behalf, one percent (1%). If the employee contributes two percent (2%) into deferred compensation, the City will contribute two percent (2%). In no case will the maximum City contribution per pay period exceed a total contribution of four percent (4%).

B. These employer contributions are in-lieu of the contributions previously made by the City on behalf of the employee into the federal Social Security program and will be deposited into a 401(a) plan established for each participating employee with the City's contracted deferred compensation custodian. Such contributions will be separate from the employee's 457 contributions to allow participating employees to contribute up to annual deferred compensation maximum on a pre-tax basis, as outlined in the Internal Revenue Code (IRC)

C. Participation in this deferred compensation matching program is voluntary and at the discretion of the employee.

D. The amount of deferred compensation covered in this section shall not be considered compensation for purposes of overtime, vacation, or other such calculations.

ARTICLE THREE

HOURS OF WORK

Section I – Work Shift

1. Platoon – All employees on platoon duty shall work a twenty-four (24) hour work shift that averages a fifty-six (56) hour work week.

2. Daylight – All employees on a daylight schedule shall work a 4/10 schedule.

Section II - Fair Labor Standards Act (FLSA)

A. Work Period

1. All Lifeguards in the recurrent classification (Lifeguard-Hourly-NC), as identified in Article Two, Section I, will work a seven (7) day FLSA work cycle for the term of this Agreement. The seven (7) day period begins on a Saturday at 12:00 a.m. and ends seven (7) days later on a Saturday at 12:00 a.m.

2. Pursuant to Section 7(k) of the Fair Labor Standards Act, the City has adopted a 24-day FLSA work period for all Lifeguards in professional classifications (Marine Safety Officer, Marine Safety Battalion Chief, Marine Safety Sergeant, and Marine Safety Rescue Boat Captain). The 24-day period begins on a Saturday and ends 24 days later, recurring every 24 days thereafter on a continuous and repeating basis.

B. FLSA Overtime

1. The City agrees that it shall provide overtime compensation to all employees covered by this Agreement as required by the FLSA. Only hours worked shall be credited towards the computation of FLSA overtime. At the end of the twenty-four (24) day work period, if any FLSA overtime is payable, the difference between MOU overtime and FLSA overtime will be paid.

2. During the term of this Agreement, the City may conduct audits of positions to determine FLSA exempt and non-exempt status. If the City determines that an employee's position status should be changed, the City agrees to meet and confer with the bargaining unit about the change in FLSA designation. The parties agree that any changes will be based on mutual agreement.

C. FLSA - Non-Work Time

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

D. Shift Trades

The trading of work time between unit employees shall be in accordance with the provisions of the FLSA.

Employees have the right to exchange shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as worked on their timesheet.

3. Payback of the exchanged shift will be the responsibility of the two employees who exchange shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any payback.

E. Early/Late Relief

It is a recognized practice for Association employees assigned to a 24-hour work day shift to voluntarily relieve other Association employees working on the previous 24-hour shift prior to the scheduled starting time or staying over the starting time for the next shift. This practice shall not change the actual number of hours worked nor afford additional benefits to an employee.

Section III – Overtime

A. MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this Article by crediting authorized paid leaves of absence, vacation, sick leave, holiday leave, other paid absences as hours worked. The City shall pay MOU overtime for hours worked in excess of the employee's normally scheduled hours. MOU overtime will be payable each pay period.

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

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

2. An employee who is on a twenty-four day (24 day) work cycle (Marine Safety Officer, Marine Safety Battalion Chief, Marine Safety Sergeant, and Marine Safety Rescue Boat Captain) or is exempt under FLSA, may bank overtime at the appropriate rate for hours worked in excess of eighty (80) paid hours.

3. Those employees assigned to a daylight schedule will be compensated at time and one-half for those schedules or any portion thereof, which is the UH (unscheduled hours) or FP (fire prevention) rate. This would include Special Events, Training, Swift Water Rescue, and Dive-related responses.

4. Those employees assigned or called back to fill platoon schedule, or any portion thereof will be compensated at time and one-half of those schedules, which is the FC (fire call) rate.

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

Section IV – Payment for Overtime

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

A. Overtime shall be paid in the pay period in which the overtime was worked, or as soon as practicable thereafter.

B. At the specific request of the employee to the Fire Chief or their designee, the City will credit earned overtime to an account in the employee's name in an amount not to exceed three (3) days for an employee who works a daylight per week schedule or three (3) shifts, seventy-two hours (72-hours) for those in a platoon schedule. Employees shall not be permitted to add a premium to this account. Only straight time may be included in this account. All premium time shall be paid and cannot be banked.

C. The credited earned overtime will be represented in hours on the employee's accrual balance page (These hours are equivalent to a specific cash value, namely the number of hours credited to the employee's account multiplied by the employee's straight hourly rate of pay). At the employee's request to the Fire Chief or their designee, the City will pay to the employee any or all portions of the value of the account, minus standard withholdings. Payments will be made in the pay period following the period in which the request is received.

D. All cash value banks will be paid off in full on 1) the last full paycheck in a calendar year, 2) the pay period in which a general salary increase is effective, or 3) a pay period in which the employee receives a promotion to a higher rate of pay.

E. Cash value banks may be paid off, at the employee's request, prior to the pay period in which a salary range decrease is effective.

F. The City retains the right to pay off the cash value of the employees accrued overtime at any time.

If the provisions of this Section are found to be in conflict with State or Federal law, overtime shall be paid.

Section V – Call Back

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

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

2. The order to return to work is given following termination of the employee's normal shift and their departure from their work location.

3. Such return to work occurs within more than two (2) hours prior to the established starting time of the employee's next shift.

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, when called back to work, starting from 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 canceled 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 take action 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 VI – Court Time

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

1. A.M. “On Call” - 1 hours of overtime

2. P.M. “On Call” - 1 hours of overtime

3. A.M. “Be There” - 3 hours of overtime

4. P.M. “Be There” - Hours actually worked at the overtime rate if the employee was on a “Be There” status in the A.M. However, if an officer is required to report to court In the P.M., and is released from the court by the Prosecutor or District Attorney, the officer shall Receive a minimum of ½ hour of overtime or hours Actually worked, whichever is greater.

a. Employees who are in both an “On Call” and “Be There” status, shall receive – 3 hours of overtime.

b. “On Call” hours shall be 0930 to 1230 for A.M. and 1330 to 1630 for P.M.

c. In the event an employee is scheduled to begin work during the time he is in an “On Call” or “Be There” status, he shall be compensated at the rate of two-thirds (2/3) of the actual time on-call prior to the start of their work shift; or be credited for the actual time in a “Be There” status prior to the start of their work shift.

ARTICLE FOUR

HEALTH, DENTAL AND LIFE INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

A. The City shall contribute by way of obligation for health, dental, vision, and life insurance benefits, the maximum amounts for tiered enrollment (single, two-party and family coverage) based on City Council approval of the annual Benefits Package, for employees in permanent full-time positions.

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 costs for the health, dental, and life insurance plans shall be borne by the employee per the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for the applicable coverage tier, and will not exceed the following amounts:

1. Each January 1st, during the term of the Agreement, 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 option 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 option selected.

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

Section II – City Health Insurance Advisory Committee (HIAC)

During the term of this Agreement ~~only~~, the parties agree to work through the HIAC to mitigate employee benefit program cost increases. The union shall maintain one representative and an alternate representative on the HIAC. The representative(s) shall be enrolled in one of the City's health plans.

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans during the term of this agreement. Every effort should be made to have these recommendations to the City Manager by September 15th of each year. The City Manager will consider these recommendations prior to making their 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 their recommendations in writing, at least seven (7) calendar days before they submit them to the City Council for approval.

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

The City and LGA agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post-Employment Medical Benefits Program for each represented member, through an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement. Deposits into the account and subsequent withdrawals for medical expenses are governed by the Internal Revenue Code and IRS regulations. Said Trust will be funded from the following sources:

A. The City and the LBLGA agree to the continuation of an Integral Part Trust plan account for each represented employee through the Mission Square Retirement Corporation. Said trust will be funded from the following sources:

   Unused and accumulated carryover vacation and/or personal holiday must be used by the end of each calendar year and will no longer be deposited into the employee's plan account.

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

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

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

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

January 1st	$1,200 per year

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

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

January 1, 2002, and thereafter a minimum of $6,840 per year, or $100 per month plus an amount equal to the City's current employee contribution for PPO health, dental, and vision, whichever is greater.

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

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

D. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, they will not be permitted to re-enroll at a later date.

E. Nothing will preclude the City and the Association from negotiating a pre-tax contribution on the part of the City into the employee's plan account in future years.

G. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust

H. It is the intent of both parties that the Integral Part Trust will be established through the Mission Square Retirement Corporation, subject to the City Attorney's review and approval.

I. The following will be appointed as trustees: Director of Human Resources, City Treasurer, and one representative from the Long Beach Police Officers Association, one representative from the Long Beach Lifeguard Association, and one representative from the Long Beach Firefighters Association.

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

Section IV - Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

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

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

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

Said premium payment shall continue until:

1. The spouse remarries.

2. A dependent child reaches age twenty-six (26) unless the child is considered a disabled dependent as recognized by the City’s medical insurance carrier(s).

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

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

Section V - Short-Term Disability (STD) & Long-Term Disability (LTD) Insurance

A. Short-Term Disability:

City shall provide a Short-Term Disability (STD) plan that provides disability payments to employees in the unit. 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 before STD benefits are payable.

B. Long-Term Disability:

The City shall provide a Long-Term Disability (LTD) plan that provides disability payments to employees in the unit 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 before LTD benefits are payable.

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

Section VI – Wellness Incentive Program

A. Effective January 2024, eligible bargaining unit members who have fully participated in the City approved LGA Wellness Program during the prior calendar year will receive $100 per month in the subsequent calendar year. Employees must requalify each year.

B. Effective January 2024, eligible bargaining unit members who achieve the agreed upon Wellness Program benchmarks or better will receive an additional $100 per month.

C. The maximum total wellness payment for any eligible bargaining unit member is $200 per month for both participation and achievement of the wellness incentive program benchmarks.

Eligible bargaining unit members: All Professional Classifications within this bargaining unit as listed in Article Two, Section I.

ARTICLE FIVE

PAID TIME OFF BENEFITS

Section I – Vacation

A Vacation Accruals Maximum

The City rate of vacation accrual and accrual maximum is based on years of service completed. As a result of COVID-19, the City has extended the temporary Vacation Accrual Maximum two additional years and shall expire January 7, 2027. The vacation cap will revert to three (3) year maximum effective January 8, 2027. See the chart below.

Daylight Schedule

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual	Temporary 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

Platoon Schedule

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual	Temporary Vacation Maximum Accrual
Upon hire through 4 years, 5 months	5.55	144.0	439.9	577.2
4 years, 6 months through 11 years, 5 months	6.93	180.0	540.5	720.7
11 years, 6 months through 13 years, 5 months	7.39	192.0	576.4	768.6
13 years, 6 months through 17 years, 5 months	7.86	204.0	613.1	817.4
17 years, 6 months through 18 years, 5 months	8.31	216.0	648.2	864.2
18 years, 6 months through 19 years, 5 months	8.77	228.0	684.1	912.1
19 years, 6 months or more	9.24	240.0	720.7	961.0

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

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

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

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

5. 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.

6. Time above the accrual maximum on January 8, 2027: Employees over the three (3) year accrual maximum on January 8. 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum. For example, an employee with 5 years of service and 400 vacation accruals on 1/8/27, will not be eligible to accrue vacation until they are below the maximum of 360.4 accruals.

B. Vacation Accrual Lateral Lifeguards

1. All positions represented by this bargaining unit: Lateral hire's vacation accrual may be adjusted upon hire to provide the lateral hire with credit for previous sworn public service upon the approval of the City Manager or designee.

2. Credit for sworn public service shall only be given for completed years of sworn service as a full–time permanent employee.

3. If a Lifeguard worked at a public service agency on a part-time benefitted basis, completed years will be based on the completion of 2,080 hours.

4. For example, if a Lifeguard has previously worked for four and one-half years in another public agency or has a combination of sworn public service and sworn service with the City of Long Beach, the City Manager or designee may authorize the Lifeguard to accrue vacation at the 4 years, 6 months through 11 years, 5 months annual hourly rate, which is 120.1 hours per year. The Vacation Accrual Maximum table illustrates the vacation annual hourly accrual rates by years of service in the LGA MOU.

5. Vacation accrual caps shall apply to the designated annual hourly accrual rate.

6. Sworn Public Service credit shall not apply to any other benefits.

7. The Lifeguard has the responsibility to petition for vacation accrual lateral and to provide certification of previous sworn public service from the Lifeguard's previous employer(s), if so requested.

8. A public service agency may be defined as a State, City County, or Special District agency that provides programs, goods, or services. A public agency is not defined as a not-for-profit organization or non-governmental organization.

Section II – Holiday Listing

A. City observed Holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	Washington's Birthday	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Juneteenth Day	June 19th
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Election Day	First Tuesday after November 1st
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day after Thanksgiving	Fourth Friday in November
11.	Christmas Day	December 25
12.	Personal Holiday Leave	4 days (32.0 hours)

B. 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.

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

D. Employees who leave the City having taken/not taken their in-lieu leave prior to earning it will have their separation pay debited/credited proportionately.

E. Employees on an in-lieu schedule will continue to receive 15 holidays per year (120 hours total). In-lieu personal holiday leave will be requested by employees in the same manner as vacation.

F. In no instance will employees receive more than fifteen (15) holidays per calendar year unless authorized or approved by the President, Governor, or City Council as indicated in paragraph one above. The Union will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of fifteen (15) holidays.

G. 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.

H. Holidays – Lifeguards – Hourly – NC
Lifeguard – Hourly – NC employees, who are regularly assigned work schedules of forty (40.0) hours per week, are not entitled to holiday in-lieu benefits. Regardless of the number of regularly assigned work hours per week, they shall be designated as seasonal part-time employees and shall not be entitled to any holiday benefits.

Section III - In Lieu Holiday Accrual

A. All employees on a regular/other in lieu holiday schedule will receive fifteen (15) eight-hour in lieu holidays (120 hours total) on the first pay period of January of each year. The hours accrued per pay period is 4.3 hours. The in-lieu holiday accrual is capped at two hundred and forty (240) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below two hundred and forty (240) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of the year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	120.0	4.3	240.0

B. All employees on a four-ten (4/10) schedule will receive 15 ten-hour in lieu holidays (150 hours total) on the first pay period of January of each year. The hours accrued per pay period is 5.3 hours. The in-lieu holiday accrual is capped at three hundred (300) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below three hundred (300) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of the year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
4/10 Schedule	150.0	5.3	300.0

C. All employees on a platoon (24-hour) schedule will receive 15 twelve-hour in lieu holidays (180 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at three-hundred and sixty (360) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below three-hundred and sixty (360) hours.

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

Section IV – Sick Leave

A. Sick Leave Accruals

1. Permanent Full-Time Employees

It is agreed that permanent full-time employees covered by this MOU will be entitled to a maximum of twelve (12) days (ninety-six (96) hours) of sick leave per year.

Schedule Type	Hours Accrued Per Pay Period (based on 80 hours worked)	Annual Accrual Maximum
Other Work Schedule	3.70 hours	96
4/10 Work Schedule	4.62 hours	120
Platoon Schedule	5.55 hours	144

2. Permanent Part-Time Employees

Sick leave accruals for Permanent Part-Time Employees are based on hours worked and the hours accrued per pay period listed above (Ex. number of paid scheduled hours divided by 80 hours worked and multiplied by the accrual rate based on the employees work schedule).

3. Seasonal and Non-Career Employees

Seasonal and Temporary Non-Career employees will be advanced 48 hours of paid sick leave per calendar year. Newly hired Seasonal and Temporary Non-Career employees will be able to use the full amount of their Sick Leave on the 90th day of employment, and in subsequent years of employment they shall be credited Sick Leave at the beginning of the calendar year. Unused Sick Leave will not carryover from one year to the next.

B. Permanent Full-time, Permanent Part-Time and Seasonal and Temporary Non-Career Employees are entitled to use any available Sick Leave hours for diagnosis, care or treatment of a health condition, or for an employee who is the victim of violence (i.e. domestic violence, sexual assault or stalking), or can be used to cover absences taken for doctor or dental appointments, bereavement leave, reproductive loss leave or to care for an eligible family member's illness, or a 'designated person', as defined by state and/or federal law.

C. Permanent Full-Time, Permanent Part-Time and Seasonal and Temporary Non-Career Employees may not be terminated or retaliated against for using or requesting the use of issued paid sick leave.

D. Catastrophic Leave Donations
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.

Section V – Bereavement Leave

A. All employees who have been employed for at least 30 days before the leave commences, are eligible for up to five (5) days of unpaid bereavement leave for the death, or 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/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step siblings, foster child, or domestic partner as defined by State law.

C. An employee requesting bereavement leave due to death or critical illness of an immediate family member may be required by the department's Administrative Officer to provide documentation of the death or critical illness of a family member within 30 days of the first day of leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

D. Bereavement leave must be taken within three (3) months of immediate family member death, and the leave does not have to be taken consecutively.

E. Permanent Full-time and Permanent Part-time employees shall be eligible for up to five (5) paid Bereavement Leave (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

1. Permanent Full-Time and Permanent Part-Time Employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal, or In-Lieu Holiday, etc.

2. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).

F. Seasonal and Temporary Non-Career Employees may use available Sick Leave accruals to compensate their bereavement leave.

1. Employees with insufficient Sick Leave accruals can take unpaid leave (AL).

G. Any paid (BL, SF, VA/HL/IH, etc.) or unpaid (AL) absence related to bereavement leave (including absences for critical illness where death appears imminent) shall be coded on timecards using tracking code, BA.

Section VI – Paid Parental Leave

The City provides Parental Leave at 100 percent 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 workday 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 credits.

A. Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to one hundred sixty (160) hours) or one hundred ninety-two (192) hours for employees on a platoon schedule taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, 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.

B. 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.

C. Amount, Time Frame and Duration

- Employees will be eligible for up to one hundred sixty (160) hours~~)~~ or one hundred ninety-two (192) hours for employees on a platoon schedule of Paid Parental Leave at the employee's adjusted hourly rate of pay.
- Paid Parental Leave will be taken as one hundred sixty hours (160) or one hundred ninety-two (192) hours for employees on a platoon schedule intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable.
- Paid Parental Leave will be paid on regularly scheduled pay dates.

- Approved Paid Parental Leave may start up to two 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 one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule 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 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 one hundred sixty (160) hours) or one hundred ninety-two (192) hours for employees on a platoon schedule 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 timeframe.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

D. 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 one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule of Paid Parental Leave.

E. 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 practicable.
- 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 has the exclusive right to interpret this policy.
- 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.

Section VII – Jury Service

Employees receiving a jury summons will be limited to five (5) days (40 hours) of paid jury time when engaged in jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Upon request, employees will be assigned to a normal day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift must report back to work.

Section VIII – Military Leave

During the term of the Memorandum of Understanding (MOU), the City and the Long Beach Lifeguard Association (LBLGA) agree to engage in further discussions regarding Military Leave with the mutual goal of updating the City's Military Leave policy. No changes to the current term and conditions of employment may be made during the term of this MOU without the mutual agreement of the Association and the City.

ARTICLE SIX

OTHER BENEFITS AND CONDITIONS

Section I- Uniform

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

B. Members of the bargaining unit that are identified as “Classic members” through CalPERS membership shall have the amount of $1.08 reported each pay period as uniform allowance. Uniform allowance is defined as compensation paid or the monetary value for the purchase, replacement, maintenance and/or rental of required City uniforms.

Section II - Workers’ Compensation Coverage

A. All permanent full-time employees represented by the Long Beach Lifeguard Association shall receive one-hundred percent (100%) of their regular rate of pay, for a period not to exceed one (1) year, while disabled, either temporarily or permanently, by illness or injury arising out of and in the course of their duties.

Section III - Mandatory Random Drug Testing Program

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

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

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

Employees subject to this testing program shall be assigned confidential numbers. These numbers shall be included in a computer operated random number generating pool. The number of candidates selected for tests shall be chosen from this pool on a random basis. This pool shall be maintained, and names selected, by representatives of the Department of Human Resources.

If an officer whose name is selected for a random test is unavailable, they shall be tested on the next available date upon return to work.

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

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

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

Positive test results will cause an investigation to be conducted. The results of this investigation may result in disciplinary action, up to and including termination.

Officers participating in this program shall continue to be subject to all other citywide or departmental drug and alcohol programs in place.

Section IV - Certification

In accordance with the approved Table of Organization (TO) (organizational structure) in the Long Beach Fire Department, Marine Safety Bureau, the City agrees that a vacancy in a rated position shall be deemed to exist upon the last physical on duty day of the terminating employee. If a vacancy exists in the approved Fire Department TO, a requisition shall be submitted to the Department of Human Resources. Appointment from the list of names provided by the Department of Human Resources will be in accordance with Civil Service Rules. When the number of vacant positions listed on the requisition are filled, the requisition shall be returned to the appropriate department for filing.

ARTICLE SEVEN

RETIREMENT

Section I – Maintenance of Existing Retirement Provisions

For members of the bargaining unit employed in those classifications set forth in Appendix A on the effective date of this Agreement, the City will continue to provide 3% at 50 pension benefits to said employees in Tier I and Tier II in accordance with the Public Employees' Retirement System contract in effect on the effective date of this Agreement. These employees shall contribute from their annual salary an employee contribution of nine percent (9%) to CalPERS.

Section II – Re-Opener - DROP

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

Section III – Pension Formulas – Classic and PEPRA

Employees hired between October 7, 1989, and December 31, 2012, shall be provided the retirement formula of 3.0 percent @ 50 (3.0 percent @ 50), referred to as Classic CalPERS membership. These employees shall contribute from their annual salary an employee contribution of nine percent (9%) to CalPERS. Final compensation for Classic members hired on or after October 1, 1989, will be calculated based on a one-year average.

Those employees hired on or after January 1, 2013, under the Public Employees Pension Reform Act (PEPRA) who are new members to CalPERS shall receive the new retirement safety formula of 2.7 percent @ 57 in accordance with Government Code section 7522.04. Final compensation for PEPRA members hired on or after January 1, 2013, will be calculated based on a three (3)-year average.

Section IV – Pension Cost Sharing

A. Classic safety employees will contribute two percent 2.0% to the CalPERS retirement via cost sharing of the employer's share as permitted under California Government Code Section 20516 (f), Employee Cost Sharing of Additional Benefits. This will be in addition to the 9% employee contribution already paid by the employee and will increase the employee's contribution to 11.0%.

B. The City shall initiate a CalPERS contract amendment, providing for Other Safety Retirement Plan classic members to contribute an additional two percent (2.0%) of cost sharing toward the employer rate, pursuant to Section 20516(a). This cost sharing will become effective as soon as City Council and CalPERS have approved the administrative process.

1. Following the adoption of the Resolution of Intention for the contract amendment for the Other Safety Retirement Plan with CalPERS, CalPERS will conduct a secret ballot election as required by CalPERS to approve the CalPERS contract change. If the employees approve the contribution rate change, as soon as administratively possible, employees additional cost sharing amount of two percent (2.0%) toward the employer's rate, and the increased contributions will be credited to each member's account as normal contributions. The contributions will be made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414(h)(2) or as otherwise provided by law.

2. In the event employees do not approve the CalPERS contract amendment contribution rate change during the secret ballot, Other Safety Retirement Plan classic members will continue paying the additional cost sharing contribution amount of two percent (2.0%) toward the employers' rate, however, this additional cost sharing contribution will not be credited to each members' account and will not be made on a pre-tax basis as provided by law.

ARTICLE EIGHT

GRIEVANCE PROCEDURE

Section I – Definition

A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s).

B. Matters excluded from consideration under the grievance procedure include the following:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

3. Items regarding Civil Service Rules and Regulations.

If an employee alleges that their rights protected by Title VII of the Civil RightsAct or the California Fair Employment and Housing Act are being violated, an employee may pursue alleged discrimination or harassment claims through procedures established by the Department of Human Resources and shall be entitled to pursue California or federal statutory rights and administrative procedures through 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.

Section III – Time Off for Processing Grievances

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

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

Section IV – Cost of Witnesses at Grievance/Arbitration

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

Section V – Time Limits

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

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

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

Section VI – Informal Procedure

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

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

Section VII – Formal Grievance Form

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

A. Name(s) of grievant;

B. Brief explanation of the specific nature of the grievance;

C. Time and place of its occurrence, if known;

D. State of the Article(s) of the MOU, provision in the Personnel Ordinance, Salary Resolution, or specific citation of any written departmental rules and regulations,

or policies and procedures manuals, if applicable, which have been violated, misinterpreted, or misapplied;

E. Person(s) contacted at the informal stage;

F. Statement of the corrective action.

Section VIII – Formal Procedure

A. Step One – Division Head

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

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

B. Step Two – Bureau Head

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

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

C. Step Three – Department Head

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

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

D. Step Four – Director of Human Resources

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

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

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

E. Step Five – City Manager

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

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

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

F. Step Six – Binding Arbitration

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within fifteen (15) calendar days, request 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 an agreement is reached, such agreement shall be reduced to writing, and submitted to the arbitrator. 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 or employee(s) and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold the 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 fifteen (15) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within fifteen (15) calendar 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 finding 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 stenographic record shall be born equally. Thearbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;

8. The arbitrator shall not have the authority to amend, modify, or add to the provisions of this Agreement.

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

10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance.

The decision of the arbitrator shall be final and binding.

ARTICLE NINE

JOINT LABOR-MANAGEMENT COMMITTEE

Section I – Purpose

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

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

Section II – Committee Membership

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

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

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

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

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

Section III – Chairperson

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

Section IV – Conduct of Meetings

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

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

Section V – General Guidelines

A. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.

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

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

D. Each person wishing to speak shall be recognized by the chairperson before speaking.

E. The chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.

F. Each topic shall be discussed fully, and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

G. Each party shall be responsible for maintaining records of these meetings.

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

ARTICLE TEN

GENERAL PROVISIONS

Section I – Support of Agreement

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

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

Section II – Separability

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

Section III – Ratification and Implementation

Representatives of management for the City and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other good terms and conditions of employment of employee members represented by the Association.

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

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

Section IV – Term and Renegotiation

The term of this Agreement shall be from October 1, 2025, through September 30, 2028. All rights, obligations, terms, and provisions of this contract shall expire on the termination date. The provisions of this Agreement may be extended by mutual agreement in writing. However, the parties agree that the provisions of the Personnel Ordinance and Salary Resolution that apply to employees represented by the Association shall continue while good faith negotiations to secure a new agreement are proceeding.

Any party wishing to negotiate a successor to this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 1, 2028, and no later than May 1, 2028.

Section V – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this 14th day of January, 2026

FOR THE LONG BEACH LIFEGUARD ASSOCIATION

Devon Beebe
LGA President

Christopher Gonzalez
LGA Vice President

Aaron Fletcher
LGA Board Member

Derek Pakiz
LGA Negotiation Committee Manager

CITY OF LONG BEACH

Thomas B. Modica
City Manager

April Walker
Assistant City Manager

Dennis Buchanan
Fire Chief

Bryce M. Tyler
Director of Human Resources

Gonzalo Medina
Marine Safety Chief

Sarah Green
Chief of Labor Relations

Irma Rodriguez Moisa
Chief Negotiator, AALRR

Sheree Valdoria
Human Resources Officer, Labor Relations

Sandra Aguilar
Human Resources Officer, Labor Relations

Sarah Del Campo
~~Personnel Analyst, Labor~~ Relations

Sunna Martin
~~Personnel Analyst, Labor~~ Relations

APPROVED AS TO FORM:

Dawn McIntosh, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS

LIFEGUARDS - SUPERVISORY (40)		
OCC CODE	**POSITION TITLE**	**RANGE**
H13NN	MARINE SAFETY BATTALION CHIEF	120
H12NN	MARINE SAFETY RESCUE BOAT CAPT	108
H15NN	MARINE SAFETY SERGEANT	060

LIFEGUARDS - BASIC (44)		
OCC CODE	**POSITION TITLE**	**RANGE**
T11NN	LIFEGUARD-HRLY-NC	010
H14NN	MARINE SAFETY OFFICER	030

Definitions of Terms	
Occ Code (Occupation Code)	Alpha Numeric code used to identify an occupation/classification
Range	A code to identify a salary range for an occupation/classification
Terminal	If a classification (i.e. position title) is marked with a “T”, it is considered terminal. Any current employee holding the classification will not be impacted, however, no new appointments may be made to the classification.

NOTE: * Professional Classification
^ Recurrent Classification

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

APPENDIX B

PAY RATES AND STEP SCHEDULE
LONG BEACH LIFEGUARDS ASSOCIATION

Salary Schedule

Please refer to pay rates and step schedule in the City's current approved salary schedules.

APPENDIX C

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH ANDTHE LONG BEACH LIFEGUARD ASSOCIATION

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 LGA ("the parties) agree that during the period commencing October 1, 2022, 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.

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 LGA 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 an agreement is reached or impasse is declared.

If the parties are unable to reach an 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 LGA 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.

In the event of a reopening ending in an 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.

APPENDIX D

LGA SKILL AND OTHER PAYS

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

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS
590	**Bilingual -** For regular and frequent use of certified oral and/or written bilingual skills.	All classifications represented by Long Beach Lifeguard Association	$1.200	Hourly	Flat Rate
800	**EMT -** When certified as an Emergency Medical Technician (EMT) and recertified as required by law.	Lifeguard-Hourly- NC	$1.102	Hourly	Flat Rate
801	**Coast Guard Operator License -** When possessing a valid Coast Guard Operator license and towing certificate.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	$1.438	Hourly	Flat Rate
802	**Dive Team -** Compensation to dive team members when assigned to routinely and consistently perform hazardous activities to implement health and safety procedures. This pay may not be used in conjunction with Swift Water Rescue Coordinator pay or Dive Team Coordinator pay.	Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	6.00%	Hourly	Top step of Marine Safety Officer base hourly
803	**Dive Team Coordinator -** When assigned to and performing as the Dive Team Coordinator in a lead worker or supervisory role. Can only receive Dive Team Coordinator Pay or Swift Water Rescue Premium, cannot receive both.	Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	6.00%	Hourly	Top step of Marine Safety Officer base hourly
804	**Swift Water Rescue Coordinator -** When regularly assigned and performing as the Swift Water Rescue Coordinator in a lead worker or supervisory role. (Can only receive Dive Team Coordinator Pay or Swift Water Rescue Premium, cannot receive both).	Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	6.00%	Hourly	Top step of Marine Safety Officer base hourly

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS
807	**60 units –** Additional **c**ompensation to eligible classifications who have obtained sixty (60) or more semester units from an accredited institution.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	1.60%	Hourly	Top step Marine Safety Officer base hourly
808	**Associates –** Additional compensation to eligible classifications who have obtained Associate of Arts degree from an accredited institution.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	4.57%	Hourly	Top step Marine Safety Officer base hourly
809	**Bachelors –** Additional compensation to eligible classifications who have obtained a degree of Bachelor of Arts or Bachelor of Science from an accredited institution.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	5.33%	Hourly	Top step Marine Safety Officer base hourly
810	**Masters -** Additional compensation to the identified classifications who have obtained a Master's Degree or other postgraduate degree from an accredited college or university.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	6.093%	Hourly	Top step Marine Safety Officer base hourly
811	**Administrative –** When routinely and consistently assigned to perform in an administrative capacity.	Marine Safety Captain	6.00%	Hourly	Top step Marine Safety Officer base hourly
815	**EMT -** For the attainment of EMT Certification in accordance with Fire Department criteria.	Marine Safety Officer	$1.121	Hourly	Flat Rate
818	**Provisional Marine Safety Sergeant -** When routinely and consistently assigned to perform the duties of a Marine Safety Sergeant during the summer season, the beginning of the pay period that includes the Saturday after LBUSD ends their Spring Semester and the end of the pay period that includes the Friday after Labor Day, and as determined by the Marine Safety Chief during other pay periods.	Marine Safety Officer	15.00%	Hourly	Top step Marine Safety Officer base hourly

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS
819	**Junior Lifeguard Coordinator -** When assigned the duties of Junior Lifeguard Coordinator from the beginning of the first full pay period of January until the end of the pay period which includes September 30th, and as determined by the Marine Safety Chief during other pay periods.	Marine Safety Officer Marine Safety Sergeant	6.00%	Hourly	Top step Marine Safety Officer base hourly
820	**Dive Team Pay – Dive Team Coordinator/Swift Water Rescue Coordinator -** For Dive Team Coordinators and Swift Water Coordinates when assigned to routinely and consistently perform hazardous activities to implement health and safety procedures as a Dive Team member. Cannot receive both Dive Team Coordinator Pay and Swift Water Rescue Coordinator Pay at the same time.	Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	4.00%	Hourly	Top step Marine Safety Officer base hourly
821	**Swiftwater Technician Certification -** For attainment of appropriate certification as a Swiftwater Technician and assigned to such duties.	Marine Safety Battalion Chief Marine Safety Officer Marine Safety Sergeant Marine Safety Rescue Boat Captain	1.50%	Hourly	Top step Marine Safety Officer base hourly
830	**Longevity -** Compensation to eligible classifications who have ten (10) years, but less than fifteen (15) years of service as a permanent full-time bargaining unit member with the City of Long Beach.	All permanent full-time classifications represented by Long Beach Lifeguard Association	3.00%	Hourly	Top step Marine Safety Officer base hourly
831	**Longevity -** Compensation to eligible classifications who have fifteen (15) years, but less than twenty (20) years of service as a permanent full-time bargaining unit member with the City of Long Beach.	All permanent full-time classifications represented by Long Beach Lifeguard Association	5.00%	Hourly	Top step Marine Safety Officer base hourly
832	**Longevity -** Compensation to eligible classifications who have twenty (20) years or more of service as a permanent full-time bargaining unit member with the City of Long Beach.	All permanent full-time classifications represented by Long Beach Lifeguard Association	7.00%	Hourly	Top step Marine Safety Officer base hourly

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS
823	**60 units –** Additional **c**ompensation to Lifeguard -NCs who have obtained sixty (60) or more semester units from an accredited institution.	Lifeguard - NCs	$0.739	Flat	Hourly
824	**Associates –** Additional compensation to Lifeguard -NCs who have obtained Associate of Arts degree from an accredited institution or obtained 60 or more semester units from an accredited institution offering Bachelor's Degrees.	Lifeguard - NCs	$2.11	Flat	Hourly
825	**Bachelors –** Additional compensation to Lifeguard- NCs who have obtained a degree of Bachelor of Arts or Bachelor of Science from an accredited institution.	Lifeguard - NCs	$2.46	Flat	Hourly
826	**Masters or Postgraduate Degree -** Additional compensation to Lifeguard-NCs who have obtained a Master's Degree or other postgraduate degree from an accredited institution.	Lifeguard - NCs	$2.81	Flat	Hourly
JI	**Junior Lifeguard Instructor -** When performing the duties of a Junior Lifeguard Instructor.	Lifeguard-Hourly- NC	$6.00	Per Diem - Daily	Flat Rate
S1/S2	**Lifeguard Specialty Lead -** When regularly and consistently assigned to a lead or supervisory position as a Senior Lifeguard, Dispatcher, Ride Along or Sting Cart Operator.	Lifeguard-Hourly- NC	$6.00	Per Diem - Daily	Flat Rate
MW	**Wellness Participation -** Compensation for employees who have fully participated in the City approved Fire Wellness Program during the prior calendar year.	Professional classifications represented by the LGA	$100.00	Monthly	Flat Rate
WA	**Wellness Participation and Achievement -** Compensation for employees who have fully participated in the City approved Fire Wellness Program during the prior calendar year and who achieve the agreed upon Wellness Program benchmarks. Maximum total wellness payment (MW and WA) is $200.	Professional classifications represented by the LGA	$100.00	Monthly	Flat Rate

Skill and Other Pays Legend

Code	The code used to identify the other pay in the payroll system. • Numerical codes are used on the HR-1 to add the other pay to an employee's pay (adjusted rate). • Letter codes are used to apply the pay on the employee's timesheet. • Numerical codes that can also be applied on a per diem basis will use S1/S2 on the timesheet.
Description	The description of the other pay, which includes requirements and other pertinent information.
Classification	The classifications eligible for the other pay.
Amount	The amount paid based on the rate type or basis.
Rate Type	• Hourly represents the amount paid per hour. For sworn Fire positions, hourly represents the daylight hourly amount. • Platoon schedule per diem rates shall be calculated as follows: daylight hourly rate divided by 1.4. This calculation accounts for the 56-hour equivalent, as referenced in the MOU. • Per diem rates shall be the hourly rate times the number of regular hours an employee works in a day. • Per diem daily rates are a flat daily rate, no matter how many hours the employee works per day. Occupational skill pays shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis. If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional pay shall be paid at a per diem rate, and said per diem skill pay shall be paid for each work day that said employee actually performs said occupational skill.
Basis	The basis is a reference point used to compute the total amount. • Flat rate is the amount paid by the rate type. Percentage pays identify the basis used to calculate the other pay. Percentage pays will change anytime there is an increase to the pay identified in the basis.