MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH CITY EMPLOYEES LOCAL LODGE 1930, DISTRICT LODGE 947, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

OCTOBER 1, 2016 TO SEPTEMBER 30, 2019

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ARTICLE ONE
MEMORANDUM OF UNDERSTANDING

Section I – Parties to Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City"), and the Long Beach City Employees' Local Lodge 1930, District Lodge 947, International Association of Machinists and Aerospace Workers, AFL-CIO ("Union") pursuant to Government Code Sections 3500 et seq.

Section II – Recognition

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

Section III – Purpose

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

Section IV – Nondiscrimination

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

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

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

1. During the term of this MOU, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues (not to exceed the current 39-hourly wage brackets) and benefit program premiums from the pay of employees represented by the Union. The form for this purpose shall be provided by the City and the amounts to be deducted for Union dues and benefit program premiums shall be certified to the City by the designated Union official. For such purposes, the City shall charge the Union for each employee five and one-half cents ($.055) per deduction for Union dues and five and one-half cents ($.055) per deduction for all other deductions. The deductions shall be made twice a month.

2. The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.

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

4. Employees who are dues-paying members of the IAMAW may cancel payroll deductions only in the month of September each year. The Union shall assume responsibility of notifying current and future members of this requirement. The Union's membership application form shall contain a written notice of this membership requirement.

B. Union Employee Representative (Union Officers, Shop Stewards, and Site Representatives)

A current list of Union employee representatives (Union Officers, Shop Stewards, and Site Representatives) and the bureau(s)/department(s) and/or bargaining unit which they represent, shall be submitted to the Director of Human Resources ("Director"). Any changes to this list shall be submitted with the same required information as stated above, to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Union and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Union as far in advance as possible but not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of the proposed changes in the duty statements and attempt to reach agreement prior to

consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

D. Notification of Changes in Work Rules

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

E. Representational Time-Off

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

2. Each fiscal year, the Union shall receive a bank of 1,000 hours to be used for general Union business. The Union or President shall provide the Director with a monthly accounting of how this time is being used listing name, department, date, and work hours used, rounded off to 12-minute increments. Unused time shall be carried over to future fiscal years. Employees using Union time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Local Lodge President

1. The Union will be permitted release time for a current City employee serving as a full-time local lodge President. Hours for the local lodge President shall be reported and compensated as paid leave time (OL-Other Leave). This release time will be at no cost to the City. Recovery of the costs for salary and benefits will be accomplished in the following manner:

   a. Each January 1st, the City will deduct one (1) hour of vacation leave from the leave account of every permanent full-time and permanent part-time employee to recover the costs for salary and benefits for a full-time employee released to serve as local lodge President.

   b. If a local lodge President is not a current City employee, no such deduction shall be made.

   c. If a local lodge President is a current permanent part-time employee, the City shall prorate the leave time to recover the full costs for salary and benefits. Deductions in excess of those required to cover costs for salary and benefits shall be credited to the bank for Union business described in Section V, E.2 above, not to exceed 500 additional hours at the end of the fiscal year.

   d. If the full-time/part-time status of the local lodge President is changed after the deduction of the vacation leave, and sufficient hours were not captured to recover the salary and benefits of the local lodge President, another prorated deduction will occur the next October to recover the difference.

G. Bulletin Boards

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

H. Work Access and Distribution of Notices

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

2. Union Access to Work Locations During Working Hours: Authorized Union representatives, (Union International Representatives, Business Representatives, Union Officers, Shop Stewards, and Site Representatives), pursuant to Article One Section V-B, shall be given access to work locations during working hours to conduct Union grievances, to conduct investigations in connection with Union grievances, and to observe working conditions in connection with Union grievances, so long as it is not unreasonably disruptive of normal working processes. The Union representative(s) desiring access to a work location during working hours shall state the purpose of his/her visit and request authorization of the department head or designee(s) a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. Reasonable notice shall be defined as 24 hours in advance whenever possible. However, it is not unreasonable to give less notice when the situation merits immediate access. If the request is denied, an alternative to the requested time will be provided. Management may deny access if it feels it will unreasonably interfere with work. The Union agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof or attempt to access work areas or facilities that were not authorized. The Union representative must advise management when he/she has arrived on site.

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

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

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

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

I. Representational Information

The City shall provide the Union with the following information, unless an employee notifies the City in writing that he/she does not want the information released.

1. A monthly electronic report which shall list the following information for each employee:

   Name, phone number, occupation code and title, Union membership dues amount, department/bureau, division, home address, birth date, age, sex, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other Union deductions. The City shall provide the Union, at their request, two additional runs of this listing (hardcopy) and electronic report in any fiscal year.

2. A bi-weekly listing (electronic report) of dues and all other deductions.

3. An annual report, which averages the hourly rate (including skill pay) for dues-paying Union represented employees on August 31 of each year, will be provided in hardcopy no later than September 30 of each year.

J. Investigations

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

Section VI – City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City pursuant to Government Code Section 3500 et seq. These rights include but are not limited to the following:

1. To manage the City.

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

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

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

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

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

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

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

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

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

11. Contracting, Outsourcing or In-Sourcing

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

employees. The City also agrees to comply with the provisions of Section 1806 of the Long Beach City Charter.

B. Definition of City Obligations

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

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

Section VII – Amendments to Personnel Policies and Procedures and Department Rules and Regulations

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Union regarding the changes in accordance with Government Code Sections 3500 et seq. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Union as required by law. Employee wages and fringe benefits will not be reduced unless agreed to by the Union.

Each Department shall post on its bulletin board information on the links to the Civil Service and Human Resources Departments of the City where current information on the employee-employer relationship can be obtained through the Internet.

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

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

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

Section VIII – Peaceful Performance of City Services

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

The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Union shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Union shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions.

This Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I – Classifications – Pay Rates – Salary Increases

A. Listing of Classifications and Rates of Pay

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

B. General Salary Increase

1. Salary Ranges

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

10/01/2016 – 2%

10/01/2017 – 2%

10/01/2018 – 2%

2. The provisions of Article Two, Section I.B.1 shall not be subject to Article Seven, Grievance Procedures, of the MOU.

C. "Me Too" Provision

The City agrees that if it reaches agreement with any bargaining unit, excluding LBPOA, LBFFA and LGA, that provides a Net General Wage Increase(s) in excess of the cumulative Net General Wage Increase(s) provided to IAM during the term October 1, 2016 to September 30, 2019, the City shall provide the same cumulative Net General Wage Increase to IAM as provided to the other bargaining unit. General Wage Increase is defined as an across-the-board wage increase for all members of a bargaining unit that is not based on performance. Net General Wage Increase is defined as the General Wage Increase minus any employee contribution(s) to the employer-cost of CalPERS pension benefits from October 1, 2016 to September 30, 2019

D. Performance Increases

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

1. Step Advancement

Subject to satisfactory performance, as set forth in Section 2 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

2. Performance System

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

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item D.1. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

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

3. Appeal Process

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

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

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

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

d. If the matter is submitted to the Director of Human Resources or designee, within twenty (20) working days after the receipt of the written request from the employee, he/she shall review and may conduct investigations and hearings on the matter. Employees called as witnesses will be released from duty as needed.

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

f. Should the Director of Human Resources not meet the established deadlines as indicated in subsections "d" and "e" above, then the City shall be untimely in the processing of the appeal, and the employee will advance to the next Step Advancement retroactive to the date the step increase was scheduled.

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

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

Section II – Overtime

A. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding vacation leave) in a work week up to 40 work hours.

Hours charged to vacation leave shall not be considered when determining premium pay under the provisions of the FLSA. However, if the employee has actually worked more than 40 hours in the workweek, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.

B. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted in the pay period in which it is earned, or if it results in the disruption of departmental operations. Banked time-off hours must be taken prior to the last pay period in September. All banked time off hours not taken off in accordance with the above shall automatically be paid to the employee the last pay period in September of each year.

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

(40 straight time hours x 1-1/2 = 60)

D. During the term of this Agreement, the City will be reviewing its overtime policies, ordinances and resolutions. During the term of this Agreement, the parties agree to meet and confer over changes to City overtime policies, overtime ordinances and overtime resolutions as required by the Meyers Milias Brown Act. The IAM retains the right to negotiate any changes to the fullest extent permitted by the law.

Section III – Skill Pay

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

Section IV – Night Shift Differential

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

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

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

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

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

Section V – Higher Classification Pay

Each employee who is required to perform the full range of duties in a vacant higher classification or grade level position, up to and including division manager, shall be paid an additional eighty cents ($.80) per hour providing the following conditions are met:

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

B. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.

C. The employee receiving higher classification pay will be required to record the title of the vacant higher classification or grade, and in the case of a temporary vacancy, the name of the employee who holds the higher classification position,

and the reason for the temporary higher classification assignment. This documentation of the higher classification assignment information on the employee's time card is required for auditing purposes.

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

Section VI – Mileage Reimbursement

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

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

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

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

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

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

Section VII – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. Except as otherwise indicated in the

provisions below, an employee must report for work in order to be eligible for compensation.

A. Employees who are called back to work after completion of their regular shift, and have left the work location, shall receive three (3) hours minimum at time and one-half, or one (1) hour travel time plus time actually worked, whichever is greater, except as provided for in Section VII.B below:

Examples:

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

0.5 hours worked
1.0 travel time
1.5 total time = 3.0 hours paid (minimum)

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

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

B. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before he/she leaves home, shall receive 30 minutes of pay at straight time.

C. 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 15 minutes minimum at time and one-half the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours.

Section VIII – In-Lieu Compensation

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

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution

made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section IX – Bilingual Pay

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

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

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

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

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

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

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I – Vacation

Vacation Allowance

Service Completed	Equivalent Vacation Days Earned Per Year
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II – Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six (96) hours) of sick leave per year as provided under the current Personnel Ordinance.

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental

appointments or to attend to his/her ill or injured child, parent, spouse, same-sex domestic partner, parent-in-law or siblings.

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

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

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

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

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

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

Said premium payment shall continue until:

1. The spouse remarries.

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

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

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

E. Medical Certification

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

Section III – Bereavement Leave

Any City employee eligible for sick leave benefits as provided in the Personnel Ordinance or Salary Resolution, may be allowed to be absent from duty for a period not to exceed three (3) scheduled working days/shifts and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's Department Head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, great-grandfather, great-grandmother, grandchild, foster child or same-sex domestic partner. The City shall administer this section of the MOU in accordance with the California Family Code section 297.5 for registered same-sex domestic partners.

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

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the three (3) scheduled working days/shifts leave for death or critical illness in the immediate family. The three (3) days of sick leave used in connection with bereavement leave will not be considered in determining sick leave abuse.

Section IV – Holidays

1. Holidays

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

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

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

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

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

F. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 2.0 hours for every 174 hours of regular paid hours.

Section V – Jury Service

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

Section VI – Standby Pay

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

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

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

D. Standby duty shall be compensated at one dollar and fifty cents ($1.50) per hour for each full hour of standby duty.

ARTICLE FOUR
BENEFITS

Section I – Health, Dental and Life Insurance

A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to $796 per month for employees in permanent full-time positions.

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

B. Effective January 1, 2009 and every January 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

Employees shall pay 30% of the increase or an additional $25 whichever is less, over the rates in effect in the prior year for the plan options selected.

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.

The increase limits addressed in this section refer to plans in existence during the 2008 plan year only. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

Any future changes in the maximum City contribution for health, dental and life insurance benefits or employee contributions made through payroll deductions agreed to by other unions in the City will be applied to IAM members in the same manner and in equivalent amounts.

C. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for Plan Year 2018. The Union shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health plans.

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period January 1, 2009 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the Union of his recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

D. Additional Life Insurance Option

In addition to the life insurance currently provided to all full-time City employees, the City will provide employees covered by this MOU the ability to purchase increased term life insurance coverage at their own expense based on conditions established by the insurance carrier.

Section II – On-the-Job Death Benefit

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

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

B. For the surviving children until their 19th birthday or until age 26 if a full-time student in an accredited college or university

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

ARTICLE FIVE

RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, an amount equal to six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.

2. The City amended its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after October 1, 2006. The new tier benefit is 2.5% at 55 Modified retirement formula.

3. Effective January 1, 2013, or shortly thereafter, for employees who are eligible for and enrolled in the California Public Employee Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, zero percent (0%) of his or her individual employee contribution. Effective January 1, 2013, or shortly thereafter, employees shall contribute from their annual salary their full employee contribution to CalPERS.

4. In accordance with state law, the IAM agrees to implement a new retirement formula of 2.0% @ 62 for those employees hired on or after January 1, 2013, who are new members to CalPERS as defined by California Government Code section 7522.04. These employees shall contribute from their annual salary their full employee contribution to CalPERS in the amount legally mandated pursuant to California government Code sec. 7522.30. Final compensation for employees hired on or after January 1, 2013, who are new members to CalPERS will be calculated based on a three-year average in accordance with California Government Code sec. 7522.32.

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

Effective January 26, 2013, the City will no longer designate EPMC as compensation earnable and report it as such to PERS.

C. CalPERS/PARS Retirement Option

Both parties agree to jointly explore and pursue a retirement option through a combination of the California Public Employees Retirement System (CalPERS) and the Public Agency Retirement Services (PARS) that will provide a similar benefit of 2.5%@55, for those employees hired after the CalPERS contract has been amended and a PARS contract has been approved. In order for employees covered under this provision to qualify for the 2.5%@55 benefit, they must retire from the City of Long Beach with at least five years of service and are age 55 or over.

PARS is a private firm that establishes and administers public pension plans and will utilize a defined benefit plan under Section 401(a) of the Internal Revenue Code.

D. Superfunding

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

Section II – Workers' Compensation

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

1. Employee is hospitalized.

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

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

4. The injury or illness is the first and second occurrence of temporary total disability during the fiscal year. This applies solely to employees represented by the Refuse Unit.

5. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been

compensated for the first three (3) calendar days of said absence following said injury or illness.

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

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

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Employee Parking

A. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 300 spaces for members and those employees represented by the Union. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.

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

Section II – Rest Periods

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

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

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

Section III – Personnel Files

An employee or his/her Union representative (Union Officers or Shop Stewards) with written consent of the employee, shall be entitled to review all of his/her existing personnel folders upon request.

The employee shall, in advance, be advised of, entitled to read and challenge, all statements written by the employee's supervisor, division head, bureau head, or department head, of his/her work performance or conduct, if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to challenge any such material. Tardy slips and notes of absenteeism shall be excluded from the requirement since they are not considered to be disciplinary statements. A challenge shall be defined as a rebuttal, either oral or in writing, which

contests the written statements made about the employee. A challenge may result in modification of information contained in the employee's personnel file. Challenges must be made within 20 working days of the employee receipt of the written material.

At the employee's request in writing, all disciplinary memoranda for minor offenses, including suspensions not to exceed two (2) days constructive action and all tardy slips and notes of absenteeism, shall be sealed for reasons that such items shall not be used against the employee thereafter, if no further disciplinary action directly relating to the original memoranda has been taken against the employee within two (2) years following issuance of the memoranda.

Any item that is sealed shall be removed from access from personnel except the Department Head or designee. If the employee believes this section is being misinterpreted or misapplied, or if there is material in the personnel file that should be removed or sealed, he/she may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources unless there is some other alleged violation of the MOU within the grievance.

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

Section IV – Selection Criteria for Graded Positions

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

Section V – Transfer/Reassignment/Change of Shifts

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

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

Section VI – Accident Review

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

Section VII – Labor/Management Meetings

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

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

C. The parties agree to convene a City-wide Labor Management Committee ("LMC") in an effort to resolve issues of mutual concern regarding non-career employees receiving seniority points after qualification for promotion to a classified position. The parties agree to convene the first meeting of this LMC within six (6) months of the adoption of this MOU. Each party shall be allowed up to three representatives. The parties agree to use their best efforts to reach agreement so that they can make a joint recommendation on this issue by September 30, 2017 to the Civil Service Commission.

Each Department shall post on its bulletin board, information on the links to the Human Resources Department of the City where current, relevant information can be obtained on vacation pay-off.

Section VIII – Safety Committee

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

Section IX – Education Assistance

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

Semester/Quarter Payment Schedule

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

Requests for Education Assistance will be considered in order of the date received and reimbursement will be made until the funds budgeted for Education Assistance are no longer available.

Section X – Training Program

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

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

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

Section XIII – Work Schedules

A. Work Schedule Alternatives

1. 5/40 Work Schedule

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

2. 9/80 Work Schedule

   The 9/80 work schedule shall be defined as working eight (8) nine (9) hour days and one (1) eight (8) hour day in a two-week pay period, plus a one-hour lunch during each work shift, totaling forty hours in each FLSA work week. The designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of the employee's eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. A shorter lunch hour can be approved by the City Manager or appropriate appointing authority if it is determined to be operationally advantageous. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

3. 4/10 Work Schedule

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

4. Other Work Schedules

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

B. Work Schedule Approvals

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

C. Alternative Work Schedules and Premium Pay

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

2. An alternative work schedule should not increase requirements for overtime pay.

ARTICLE SEVEN
GRIEVANCE PROCEDURE

Section I – Definition

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

B. Matters excluded from consideration under the grievance procedure:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

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

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

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

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Union representative (Union Officers, Shop Stewards, and Site Representatives) or Union staff. Grievances may also be presented by a group of employees or by the Union.

Section III – Grievance Forms

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

A. Identifies the aggrieved;

B. Contains the specific nature of the grievance;
C. Indicates the time or place of its occurrence, if known;

D. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;

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

F. States the corrective action desired.

Section IV – Time Off for Processing Grievances

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

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

Section V – Cost of Witnesses at Grievance/Arbitration

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

Section VI – Number of Witnesses at Arbitration

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

Section VII – Extension of Time Limits

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

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

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

Section VIII – Informal Procedure

Within ten (10) working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Union's presence may be requested by either party. Employees shall be encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

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

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

Section IX – Formal Procedure

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

Step One – First Level Division/Bureau Head

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

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

Step Two – Department Head/Designee

A. Within ten (10) working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head a copy of the first step response

and a copy of the grievance. A meeting shall be held by the Department Head. A Union representative shall be present if requested by grievant(s).

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

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

Step Three – Human Resources Department Head/Designee

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

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

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

Step Four – City Manager

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

Step Five – Arbitration

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

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days,

either party may request a panel of five (5) arbitrators from the American Arbitration Association;

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

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

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

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

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

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

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

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

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

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

ARTICLE EIGHT
GENERAL PROVISIONS

Section I – Conclusiveness of Agreement

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

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

Section II – Support of Agreement

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

Section III – Separability

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

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

Section IV – Ratification and Implementation

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

The management representatives and the representatives of the Union have reached an understanding which was ratified by the Union membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for adoption. After the

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

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

Section V – Term and Renegotiation

The term of this MOU shall commence immediately upon ratification by the parties, or on October 1, 2016, whichever occurs earlier. This MOU shall remain in effect through September 30, 2019. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2019 to May 15, 2019, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this 11th day of October, 2016.

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

RICHARD SUAREZ
Grand Lodge Representative, Western Territory

Jon M. Goddard
Grand Lodge Representative

Dave Sterling
Business Representative

Jessica Antes

Clarence Boyd

John Comer

Daniel Gonzalez

Kit Gonzalez

Ashley Gunckel

Norberto Ledesma

Jeffrey Litzinger

Victoria Love

Evelyn Mangum

Sashi Muralidharan

Stephen Quinney

Maggie Seymore

Michael Vandeer-Meer

Ernest Williams

CITY OF LONG BEACH

PATRICK H. WEST
City Manager

Irma Rodriquez Moisa
Chief Negotiator

Alejandrina Basquez
Director of Human Resources

Kenneth A. Walker
Manager of Labor Relations

Gary Anderson
Principal Deputy City Attorney

Tara Haughton
Personnel Analyst

Stephanie Kemp
Personnel Analyst

APPROVED AS TO FORM
October 6, 2016
CHARLES PARKIN, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
PRINCIPAL DEPUTY CITY ATTORNEY

UNIT PROVISIONS

REFUSE UNIT
(Supervisory)

1. Departmental Average Use of Sick Leave

   Placement on the one-day sick list shall be based on one of two factors:

   a. Use of forty (40.0) hours of sick leave during a six-month period. Employees with extenuating circumstances may discuss the situation with their Superintendent.

   b. Pattern of sick leave usage in conjunction with vacations, weekends, and/or other paid regular time off.

   Placement on the one-day sick list due to exactly 40 hours of sick leave usage in a six-month period shall not preclude an employee from training or promotional opportunities.

2. Holiday Worked Bank for Refuse Employees

   Eight (8.0) additional hours shall be credited to the Holiday Worked Bank of all Refuse Unit employees who work the July Fourth and Thanksgiving holidays during the term of this MOU. Hours shall be credited on January 1 of the following year. In no event shall the overtime/holiday worked bank of any Refuse employee exceed eighty (80.0) hours. Employees shall be paid for all hours in excess of forty (40.0) hours at the end of each fiscal year.

3. Holiday Worked

   Employees scheduled to work a holiday who are absent because they are sick, sick family or disabled shall receive sick leave pay. If they are not sick or disabled, they shall not receive the holiday pay.

4. Truck Spraying

   Refuse packers shall be sprayed for insects, rodents, maggots, etc., on a quarterly basis.

5. Air Seats, Rear and Side Lights

   Air seats, rear, and side lights shall be provided on all Refuse packers.

6. Trash Code

The City will strictly enforce those sections of the Municipal Code relating to trash and rubbish. No employees will be required to perform any duty that is contrary to Municipal Code Sections 860.010 – 860.260, unless trash or debris problems which constitute a fire, health, or traffic hazard or a public nuisance exist which require immediate action.
The City will strictly enforce those sections of the Municipal Code relating to trash containers.

The City will continue its special pickups for which residents pay a fee, and special cleanup programs.

7. Vehicle, Equipment, and Uniform Purchase

Employee input regarding the selection and purchase of new vehicles, equipment, and/or uniform items shall be sought from members of the Joint Labor-Management Committee. Management, however, reserves the right to make the final decision on the selection and purchase of new vehicles, equipment, and/or uniform items.

8. Safety Meetings

The City shall hold scheduled safety and training meetings for all Refuse Unit employees. Said meetings shall include such topics as: Vehicle Code, OSHA regulations, proper use of safety equipment, and City health regulations.

9. Requesting Absence on Holiday

Refuse Unit Employees who wish to be off on a holiday shall notify the dispatcher in advance of the holiday. After minimum staffing requirements have been fulfilled, employees desiring to be off on such holiday shall be selected on a first sign-up basis. The sign-up sheets shall be made available immediately following the celebration of a past holiday.

10. Seniority for Vacation and Overtime Scheduling

a. For purposes of vacation scheduling, subject to required staffing levels, seniority shall apply. The employee with the greatest amount of seniority by classification in the Refuse Division shall be entitled to select his/her vacation schedule first with the employee possessing the lowest seniority selecting vacation schedule last.

b. For purposes of working overtime, the District Supervisors will recruit the necessary crews on a voluntary basis. In the event that more employees than are required volunteer to work the overtime, the most senior

employees by classification in the District shall be entitled to work the overtime. Failure to obtain the necessary volunteers will result in the District Supervisor assigning overtime starting with the employee with the least seniority by classification in the District.

11. Suggestion Box

The City shall provide a suggestion box for employees input for the effective operations of the Refuse Division. Suggestions are to be reviewed by the Joint Labor-Management Committee, if applicable.

12. Vacation Split Option

Employees of the Refuse Unit shall have the option of either taking all of their vacation at one time, or splitting their vacation once during the calendar year.

13. Career Development Program

The City and Refuse Unit representatives will continue to work toward the implementation of a formal career development program through the Joint Labor-Management Committee. The City shall formally explore career development in the Joint Labor-Management Committee including such things as rotating employees out of terminal positions with no loss in pay or future pay increases, providing a per diem skill pay, and using overtime premium savings to offset the career development program. It is understood that if the unit goes to a holiday in-lieu schedule, any savings there from would be earmarked to the two different tiered groups respectively. Any change must be by mutual agreement.

14. Joint Labor-Management Committee

a. Purpose

In order to achieve and maintain a beneficial relationship through continuing communications, the City and the Union do hereby establish a Joint Labor-Management Committee for the Refuse Unit. The purpose of the Committee is to discuss, explore, study, and resolve problems referred to it by the parties of this MOU.

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 this MOU, nor to settle any grievance being processed under a different article of this MOU.

When mutually agreed upon, the Committee's discussions will not be publicized.

b. Committee Membership

Union: Three employee representatives of the Refuse Unit, Designated Business Representative of the Union or his/her designee.

City: Superintendent – Refuse or his/her designee, three designated management representatives.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desired. The three (3) employee representatives and the three (3) designated management representatives may be rotated every eighteen (18) months.

c. Chairperson

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

d. 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. At the first meeting a specific day and time shall be selected for future 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 include a brief discussion of each item to be discussed. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

e. General Guidelines

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

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

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

4. Each person wishing to speak shall be recognized by the Chairperson before speaking.

5. 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.

6. 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.

15. Load Monitors

The Joint Labor-Management Committee will develop an implementation strategy for installation of reliable and easily comprehensible load monitors on all refuse trucks. This plan will include a regular schedule of calibration of the equipment with the intent to keep all monitors in working order.

16. Safety Equipment

All employees exposed to hazards which could lead to injury will be provided with appropriate personal protective equipment as required by law. Equipment will include steel-toed boots, safety glasses with side shields, respirators, and aprons. Refuse Division management and the City Safety Officer will determine which employees are actually exposed to hazards requiring use of the equipment. Input will be sought from members of the Labor Management Committee on the selection of equipment. However, management reserves the right to set equipment standards and make the final decisions on selection and purchase. Use of this equipment will be mandatory. In no event will an employee who is on disability leave receive safety equipment under this program.

17. Refuse Supervisors – Holiday Worked

Eight (8.0) additional hours shall be credited to the overtime bank of all Refuse Supervisors who work the July Fourth and Thanksgiving holidays during the term of this MOU. Hours shall be credited on January 1 of the following year. In no event shall the overtime bank of any employee exceed forty (40) hours. Employees shall be paid for all hours in excess of forty (40) hours. Effective January 1, 2017, Refuse Field Investigators will be covered by this Section.

18. Increase Incentive Pay for attaining markers in accordance with the program developed by the Labor Management Committee to $60.00 for an eight (8) hour

shift and $75.00 for a ten (10) hour shift. Effective October 1, 2008, incentive pay for attaining the Gain Sharing Program markers will be paid equivalent to two (2) hours of base pay or $60.00 for an eight (8) hour shift and $75.00 for a ten (10) hour shift, whichever is greater.

19. The following special pays for Refuse Operators are effective October 1, 2008:

    a. Frontloader-Single Driver - one dollar and fifty cents ($1.50) per hour.
    b. Field Training - Eight dollars ($8.00) per diem when assigned as trainer for new operator.

PROFESSIONAL UNITS
(Basic and Supervisory)

1. Nurses, Nurse Practitioners and Public Health Nurses

   Employees in the above classifications, who are required by California law to continue taking continuing educational units, shall either be released with pay during working hours or have their work schedules adjusted to accommodate non-work-hour course work for such time as it takes to attend the class. No time shall be authorized for any homework time. Management retains the final authority to decide which course work is job related but will not be unreasonable in its decision. The above employees must provide management with the available continuing educational programs and attempt to schedule classes that meet the needs of both parties.

2. Employees in the classifications of Criminalist I-III, and Public Health Associate III that are assigned to the jail ("Jail Nurse"), shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the employee officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater. Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

3. When certified in the USC Foundation for Cross Connection Control and Hydraulic Research:

Environmental Health Specialist III & IV	sixty cents ($0.60) per hour when assigned to the Recreation Water Quality Program and responsible for cross connection monitoring or testing.

4. Animal Health Technicians

   Within thirty (30) days of ratification of this Agreement by the City Council, the Animal Health Technician classification will receive a title change to Registered Veterinary Technician.

5. The City shall provide Professional Bargaining unit members who qualify, a $200 per month incentive pay for approved certifications in accordance with the Personnel Policy and Procedure regarding the Professional Certification Incentive Program.

OFFICE AND TECHNICAL UNITS
(Basic and Supervisory)

1. Within forty-five (45) days of ratification of this agreement by the City Council, the Ambulance Operator classification and the Communications Dispatcher classification will move to the Protection Unit and the Communications Dispatcher classification will receive a title change to Public Safety Dispatcher when the Salary Resolution is next amended.

2. Employees in the classification of Communications Dispatcher I-III (Public Safety Dispatcher I-III), who are working a 4/10 work schedule, will be permitted to bank up to a total of 18 hours (27 hours expanded) of FLSA overtime at the sole and exclusive discretion of the Chief of Police.

   This overtime bank may be used to, but is not limited to, supplement in-lieu holiday leave.

3. Employees in the classifications of Communications Dispatcher I-IV (Public Safety Dispatcher I-III) and Communications Center Supervisor shall be eligible to receive the following holiday accumulation:

   a. Seven (7) holidays will be assigned to each employee on January 1st and an additional six holidays on July 1st of each year. If not used by June 30th, the January 1st days may be carried over to be taken with the July 1st days. A maximum of six (6) holidays earned during the calendar year may be carried over from one calendar year to the next. Under no condition may more than 18 holidays be accumulated at any time.

   b. All requests for holidays require supervisor's approval.

   c. In all cases, the Department scheduling priority shall take precedence in order to meet the community's needs.

4. Employees in the classifications of Identification Technician, Communications Center Supervisor, and Communications Dispatcher I-IV (Public Safety Dispatcher I-III) shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the

employee shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

PROTECTION UNIT
(Basic and Supervisory)

1. The City shall provide all Security Officers (current and newly assigned) in the Jail Division with training per amended Section 831 as it relates to Section 832 of the California Penal Code (Jail Operations Course).

2. School Guards

   Any School Guard that has accumulated four years of total City service (equivalent to over 8,350 hours) shall be placed on H Step 28.

3. Uniform Issue Standards

   Applicable departments will develop and publish minimum standards for uniform issue, by assignment, within ninety (90) days of the execution of the Memorandum of Understanding.

4. Uniform Purchase

   Employee input shall be sought on any proposed changes to uniforms or the selection and purchase of new uniform items. Management, however, reserves the right to make the final decision on the selection and purchase of new uniform items.

5. Court Appearance

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater. Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

6. In order to achieve and maintain a beneficial relationship through continuing communications, a Joint Labor-Management Committee shall be established in the Police Department-Jail.

7. Jail Security Officer Side Letter

The following practices shall apply to Detention Officers and Detention Officer Supervisors assigned to the Jail Division of the Police Department:

a. The selection of vacation schedules shall be based upon "departmental seniority", except during periods of extreme critical shortage. "Departmental Seniority" is computed from date of assignment to the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.

b. The selection of shift, days off, and holidays shall be based upon "division seniority", except during periods of extreme critical shortage. "Division Seniority" is computed from the date of assignment to the Jail Division of the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.

c. If an employee resigns from the Police Department and is later re-hired in the Jail Division, the employee forfeits all seniority accumulated prior to his/her resignation, and seniority will be computed from his/her date of re-hire. This provision is not intended to impact on any previous agreements presently in effect with individual employees regarding the computation of seniority.

This provision shall affect all persons who resigned subsequent to December 12, 1977.

d. For the purposes of this Side Letter, seniority (departmental and division) for Detention Officers and Detention Officer Supervisors shall operate independently.

e. Once the shift and holiday schedule has been established, an employee shall not be allowed to "bump" a less senior employee. When an opening occurs in the shift schedule or holiday schedule, new schedules may be established on the basis of seniority.

f. Employees, involuntarily assigned to a division other than the Jail Division or Department or other than Police Department will not lose "division/departmental seniority", as applicable, as a result of such assignment.

g. Employees who voluntarily accept assignments to another division within the Police Department or with another City department will not accumulate "division/departmental seniority" within the Jail Division while working

outside the Jail. If an Officer returns to the Jail Division, he/she will be credited only for seniority earned working in the Jail.

h. Employees who are absent from work due to lay-off or extended illness will retain their accumulated "division/departmental seniority" upon return to work.

i. Employees who are on probation or otherwise being trained may be exempt from a change of work assignment based on inverse seniority. The Jail Division command officers shall review each case individually to determine if a change in work schedule would be detrimental to the employee's training program.

j. The management of the Police Department may make adjustments to work assignments and vacation schedules to meet Departmental needs. It is understood that whenever such adjustments are made, the policy outlined above shall be adhered to as closely as possible.

It should be noted that seniority as defined in the Civil Service Rules and Regulations is applicable only under the conditions outlined in that document.

8. Effective October 1, 2008, in addition to Special Services Officers assigned to the Harbor Department, Special Services Officers assigned to Long Beach City College, the Marine Patrol, or the Airport will receive a skill pay of one dollar and fifty cents ($1.50) per hour.

9. Effective October 1, 2008, Special Services Officers assigned to the Jail will receive a skill pay of two dollars and fifty cents ($2.50) per hour.

10. Effective October 1, 2008, Special Services Officers and Park Rangers will qualify for a special pay of two dollars and twenty-five cents ($2.25) per hour when assigned by the department head to train new personnel as part of a structured training program.

11. Effective October 1, 2008, marksmanship pay for Special Services Officers and Park Rangers authorized to carry a firearm, will be paid once a year on the first paycheck in December as follows:

a. Marksman	$4.00/mo.
b. Sharpshooter	$8.00/mo.
c. Expert	$16.00/mo.
d. Master	$32.00/mo.

12. The terminal status of Grade V of the Special Services Officer classification specification will be removed and the Grade V language will be revised.

13. The Communication Dispatcher II (Public Safety Dispatcher II), when performing training duties, shall receive a special pay equivalent to the difference between top step Communication Dispatcher II and Communication Dispatcher III

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

Listings were not available for distribution at this time. Salary Resolutions to be distributed at a later date will contain classifications and their bargaining unit designations.

APPENDIX B

PAY RATE SCHEDULE

Pay Rate Schedule A was not available for distribution at this time. Salary Resolutions to be distributed at a later date will contain these pay rate tables.

APPENDIX C

SKILL PAY

Skill Pay Schedule C was not available for distribution at this time. Salary Resolution to be distributed at a later date will contain these skill pays.

Effective April 1, 2017, the parties agree to eliminate the Floor Warden skill pay. The City recognizes that the Floor Warden duties are voluntary for IAM members and that IAM members shall not be subjected to disciplinary action, demotion, involuntary transfer or impact an employee's performance evaluation if they withdraw from serving or refuse to perform Floor Warden duties. Should employees covered by this MOU decide to withdraw from performing the Floor Warden duties, they shall provide at least two weeks written notice to their supervisor that they no longer desire to perform those duties.