

**CITY OF LONG BEACH
 LAST, BEST AND FINAL OFFER
 TO THE
 INTERNATIONAL ASSOCIATION OF AEROSPACE WORKERS AND MACHINIST
 AUGUST 18, 2020 - CORRECTED**

3. (TA) CONTRACT TERM

A. The term of the Memorandum of Understanding shall be four (4) years effective October 1, 2019 through September 30, 2023.

4. (TA) WAGES (DISCUSSED – 8/14/2020):

A. Wage increase to all bargaining unit members as follows:

1. Effective the first day of the pay period including April 1, 2020, all bargaining unit members shall receive a three percent (3%) General Increase to the base hourly rate.
2. Effective the first day of the pay period including 9/30/2021, all bargaining unit members shall receive a two percent (2.0%) General Increase to the base hourly rate.
3. Effective the first day of the pay period including 9/30/2022, all bargaining unit members shall receive a two percent (2.0%) General Increase to the base hourly rate.
4. Effective the first day of the pay period including 4/1/2023, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.

5. (TA) EQUITY INCREASE (DISCUSSED – 8/14/2020):

A. Effective the first day of the pay period including 9/30/2021, the following bargaining units shall receive a one and a quarter percent (1.25%) equity increase to the base hourly rate:

IAM-OFFICE & TECH SVCS-BASIC	IAM-PROFESSIONAL-BASIC & SUPV
IAM-OFFICE & TECH SVCS-SUPV	IAM-PROTECTION-BASIC & SUPV
IAM-PEACE OFFICER-BASIC & SUPV	IAM-REFUSE SUPERVISORY

B. In addition, effective the first day of the pay period including 9/30/2021; the following classifications will receive a one and quarter percent (1.25%) equity increase (totaling two and one half percent (2.50%) equity adjustment.

Special Services Officer I - IV	Park Ranger I – II
Supervising Park Ranger	

6. **(TA) COST SAVING FURLOUGH FY 21 (REVISED 7/30/2020):**

A. FURLOUGH (FISCAL YEAR 21 – 10/1/2020 – 9/30/2021)

1. To minimize layoffs during Fiscal Year 2021, the City and IAM agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full time employees) will be taken during the period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.
2. Permanent full time employees will be required to take two hundred and eight (208) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between the pay period including October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.
3. Most employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week. After the furlough period, employees will be returned to their prior schedule. The union will be notified should a change arise. The proposed language clarifies that the 5/40 schedules may not be suitable for all operations and provides departments with discretion to properly adjust operations.
4. For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.
5. Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.
6. Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between the pay period including October 1, 2020 and the pay period including September 30, 2021. The City will provide the Union with a list of positions, assignments and individuals to be included in this alternative approach to generate savings (see attached).

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

7. FURLOUGH PARITY LANGUAGE:

- A. The City is proposing the attached Letter of Agreement regarding Furlough Parity be included in the IAM successor MOU.

8. (TA) LABOR COST SAVINGS RE-OPENER (REVISED 7/27/2020):

- A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and IAM ("the parties") agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.
- B. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify IAM in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.
- C. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Miliias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and IAM representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.
- D. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees. The provisions of Article One, Section VIII, "Peaceful Performance of City Services," shall continue in full force and effect regardless of any re-opening of negotiations.

9. (TA) PEACE OFFICER ASSIGNMENT PAY (DISCUSSED 8/13/2020):

- A. Effective the first day of the pay period including January 1, 2021, the current skill pay for SSO III – Armed and SSO IV – Armed assigned to patrol the Airport (#866) shall be increased from \$1.50 to \$2.50.
- B. Effective the first day of the pay period including January 1, 2021, a skill pay shall also be added for Park Ranger I-II and Supervising Park Ranger for patrolling the Park (El Dorado) at the rate of \$2.50.

10. (TA) REFUSE SUPERVISOR PAY RATE CHANGE (DISTRIBUTED 5/27/20):

- A. Effective the first day of the pay period including October 1, 2021, the City shall increase the following classification pay range as follows:

Classification	Current Range	New Range
Refuse Supervisor	520	530

11. (TA) REFUSE FIELD INVESTIGATOR PAY RATE CHANGE (DISTRIBUTED 5/27/20):

- A. Effective the first day of the pay period including October 1, 2021, the City shall increase the following classification pay range as follows:

Classification	Current Range	New Range
Refuse Field Investigator	460	470

12. (TA) STD/LTD DISABILITY INSURANCE (DISTRIBUTED 1/8/2020):

- A. The City of Long Beach proposes to provide an employer-paid short-term and long-term disability plan(s), in addition to a voluntary, supplemental long-term disability option. If agreement is reached, the plans would be implemented effective the first pay period of calendar year 2021.

13. (TA) NIGHT-SHIFT DIFFERENTIAL RATE INCREASE (DISTRIBUTED 5/27/20):

- a. Effective the first day of the pay period including April 1, 2022, Night-Shift Differential pay IAM bargaining unit members shall increase from \$1.25 to \$1.50.

14. (TA) BILINGUAL PAY INCREASE (CORRECTED 8/18/20):

- A. Effective the first day of the first full pay period following City Council adoption, the Bilingual Pay for all bargaining unit members shall increase from \$0.70 to \$1.20.

15. (TA) HIGHER CLASSIFICATION PAY RATE INCREASE (DISTRIBUTED 5/27/20):

- A. Effective the first day of the pay period including April 1, 2021, the City will increase Higher Classification pay from \$0.80 to \$1.00 per hour for eligible permanent full-time bargaining unit members.

16. (TA) NEW CITY HOLIDAY (DISTRIBUTED 12/18/2019):

- A. Effective January 1, 2021, the City will provide one additional City observed Holiday (to be determined by City Council) to eligible permanent full-time and permanent part-time employees.

17. (TA) PAID PARENTAL LEAVE (DISTRIBUTED 12/18/2019):

- A. Effective January 1, 2021, the parties agree to implement a new Paid Parental Leave benefit for full-time employees with at least 6 months of full-time City Service. Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at the employee's adjusted hourly rate for the birth, adoption or placement of a foster child.

18. (TA) VACATION ACCRUAL MAXIMUM (DISTRIBUTED 7/8/2020):

Effective January 1, 2021, the parties agree to a new vacation accrual maximum provision. The new cap will be equivalent of three (3) years of vacation hours at the employee's current accrual rate, based on service years completed. The accrual maximum will be temporarily increased to 4 years through December 31, 2023 and will revert to the 3 years effective January 1, 2024 (see **attachment**),

- A. The parties agree to modify the current one year "waiting" period. New permanent fulltime or permanent part-time employees may utilize accrued vacation hours upon completion of six (6) months of employment.

19. (TA) PERSONAL HOLIDAY MAXIMUM (DISTRIBUTED 12/18/2019):

- A. Effective January 1, 2021, the parties agree to implement a new personal holiday accrual maximum provision. The new cap will be equivalent of two (2) years of personal holiday hours at the employee's current accrual rate.

20. (TA) COMPENSATORY TIME OFF (UPDATED 7/30/2020):

- A. The City proposes to replace current Overtime provision with the attached language.

21. (TA) MODIFY BENEFITS ELIGIBILITY DATE:

- A. Effective calendar year 2021, subject to approval by City Council, the City will implement a change in practice to the effective date of enrollment for City Benefits (health, dental, vision, life) for permanent full-time employees.

22. (TA) 9/80 WORK SCHEDULE (DISTRIBUTED 12/18/2019):

- A. The City proposes clarifying language for 9/80 schedules and allowing for Monday and Friday RDO's only.

23. (TA) SICK LEAVE USAGE (DISTRIBUTED 2/26/2020):

- A. Effective the first pay period of calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, and superseding provisions in the Salary Resolution, Personnel Ordinance, and/or legislative requirements, the City will expand the usage of sick leave accruals.

24. (TA) BEREAVEMENT LEAVE (DISTRIBUTED – 7/08/2020):

- A. The City proposal to update eligible family members and clarify MOU language regarding bereavement leave.

25. (TA) DISCIPLINE/ PERSONNEL FILES (DISTRIBUTED - 7/30/2020):

- A. The City proposes to modify current Personnel Files provision with attached language.

26. (TA) IN LIEU HOLIDAY MAXIMUM (DISTRIBUTED - 7/08/2020):

- A. Effective January 1, 2021, the parties agree to implement a new in lieu holiday accrual maximum provision. The new cap will be equivalent of two (2) years of in lieu holiday hours at the employee's current accrual rate.

27. (TA) EDUCATION PROVISION (DISTRIBUTED – 8/14/2020):

- A. The parties agree to convene a City-wide Labor Management Committee (“LMC”) to discuss educational and development opportunities for employees. The parties agree to convene the LMC no later than sixty (60) days after January 1, 2022. Each party shall be allowed up to three representatives. The parties agree to use their best efforts to reach agreement to make a joint recommendation for budget consideration by June 30, 2022 to the City Manager.

28. (TA) MISC LANGUAGE CLEAN-UP:

- A. The City agrees to work collaboratively with the association to clean-up contract provision language as needed during the course of negotiations.



CITY OF LONG BEACH NEGOTIATIONS

ALTERNATIVE FURLOUGH PROGRAM

IAM CLASSIFICATIONS & APPLICABLE DEPT (7/29/2020 UPDATE)

Management reserves the right to add additional classifications as needed based on operational necessity. The City will provide notification in the event there are additions to this list.

<u>Classification</u>	<u>Department</u>	<u>Bargaining Unit</u>	<u>Alternate</u>
Communications Center Supervisor	Disaster Prep	IAM-PROTECTION-SUPV	13 days (104 hours)
Communications Center Coordinator	Disaster Prep	IAM-PROTECTION-SUPV	13 days (104 hours)
Public Safety Dispatchers I - IV	Disaster Prep	IAM-PROTECTION-BASIC	13 days (104 hours)
Ambulance Operator	Fire	IAM-PROTECTION-BASIC	13 days (104 hours)
Port Security Systems Operator I - III	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Port Systems Security Officers I-III	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Special Services Officers I -IV	Harbor	IAM-PROTECTION-BASIC	13 days (104 hours)
Storekeeper I	Harbor	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Supervisor - Stores and Property	Harbor	IAM-OFFICE & TECH SVCS-SUPV	13 days (104 hours)
Medical Assistant I - II	Health	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Nurse Practitioner	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse II	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse III	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Nurse Supervisor	Health	IAM-PROFESSIONAL-SUPV	13 days (104 hours)
Public Health Physician	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Registered Nurse II	Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Medical Assistant II	HR-Occupational Health	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Physician Assistant	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Public Health Physician	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
X-Ray Technician	HR-Occupational Health	IAM-PROFESSIONAL-BASIC	13 days (104 hours)
Park Ranger I	Police	IAM-PEACE OFFICER-BASIC	13 days (104 hours)
Park Ranger II	Police	IAM-PEACE OFFICER-SUPV	13 days (104 hours)
SPCL SCS OF III-ARM ARPT PC OF	Police	IAM-PEACE OFFICER-BASIC	13 days (104 hours)
SPCL SCS OF IV-ARM ARPT PC OF	Police	IAM-PEACE OFFICER-SUPV	13 days (104 hours)
Special Services Officers I - IV	Police	IAM-PROTECTION-BASIC	13 days (104 hours)
Parking Control Checker I - II	Public Works	IAM-PROTECTION-BASIC	13 days (104 hours)
Parking Control Supervisor	Public Works	IAM-PROTECTION-SUPV	13 days (104 hours)
Refuse Field Investigator	Public Works	IAM-REFUSE-SUPV	13 days (104 hours)
Refuse Supervisor	Public Works	IAM-REFUSE-SUPV	13 days (104 hours)
Special Services Officer II	Public Works	IAM-PROTECTION-BASIC	13 days (104 hours)
Laboratory Analysts I - III	Water	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Laboratory Assistant I - III	Water	IAM-OFFICE & TECH SVCS-BASIC	13 days (104 hours)
Water Quality Organic Chemist	Water	IAM-PROFESSIONAL-BASIC	13 days (104 hours)

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH NEGOTIATIONS

LETTER OF AGREEMENT

FURLOUGH PARITY LANGUAGE (UPDATED 7/30/20)

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

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

The parties tentatively agree to the above proposed letter of agreement:

Irma Rodriguez Moisa for COLB Date

Richard Suarez for IAM Date

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH PROPOSAL

VACATION ACCRUAL MAXIMUM (Revised 6/24/2020)

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

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

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

- A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- C. Employees will not be allowed to have negative vacation hours.
- D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH PROPOSAL

9/80 SCHEDULE POLICY

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

- The standard work schedule is five (5) days per week, eight (8) hours per day.
- Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.
- Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular eight (8) hour per day schedule.
- A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1), eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).
- Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their department's conditions for being granted a 9/80 work schedule.
- Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.

Business Hour Department Schedules – Regular Day Off (RDO)

9/80 work schedules will be limited to four (4) schedules for non-24 hour facilities. They include:

- 1st Friday of the Pay Period as the Regular Day Off
- 2nd Friday of the Pay Period as the Regular Day Off
- 1st Monday of the Pay Period as the Regular Day Off
- 2nd Monday of the Pay Period as the Regular Day Off

Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9- hour work days. The other alternating Monday or Friday will be considered the eight (8)-hour work day. Once the designated

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regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

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

24-Hour or 7 Day Hour Facility Schedule

The 24-hour 9/80 option is reserved for 24-hour facilities whose employees may flex on any days other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday or Saturday. Sunday and Monday would be 'regular' days off from work.

Note: A 24-hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's regular workweek is Monday – Friday and their regular days off are Saturday and Sunday.

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

Holidays

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

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



CITY OF LONG BEACH PROPOSAL

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021 or upon implementation of the City's LB Coast HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

PERSONAL HOLIDAY ACCRUAL

- A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.
- B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

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

*Accounting tracks on accrual basis at rate of 1.24 hours per pay period

**Employees will accrue prospectively if they are hired mid-year

- C. Use of personal holiday time is subject to supervisor and/or department head approval.
- D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH NEGOTIATIONS

MODIFY BENEFITS ELIGIBILITY DATE

Effective calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, the City will implement a change in practice to the effective date of enrollment for City Benefits (health, dental, vision, life) for permanent full-time employees as follows:

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

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

- B. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1st of the month following 30 days of employment. (Option 2). If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.
- C. Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks whether Option 1 or Option 2 is selected.

Illustration of timeline:

Option	Start Date	Date Enrollment Forms are submitted/received by Benefits Division	Effective Date
Option 1 (NEW)	May 15 th	May 31 st	June 1 st
Option 2 (Current Practice, no change)	May 15 th	June 1 st – June 15 th	July 1 st
Default for Non-Selection (Current Practice, no change)	May 15 th	None submitted (or submitted after June 15 th)	July 1 st *



CITY OF LONG BEACH NEGOTIATIONS

CITY PROPOSAL – SICK LEAVE USAGE

Effective the first pay period of calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, and superseding provisions in the Salary Resolution, Personnel Ordinance, and/or legislative requirements. The City will expand the usage of sick leave accruals as follows:

Use of Sick Leave for Medical Appointments or Family Illness

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

Eligible Family Member shall be defined as child, parent or spouse, in accordance with FMLA.

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



CITY OF LONG BEACH PROPOSAL

SHORT-TERM DISABILITY / LONG-TERM DISABILITY BENEFITS

Upon approval by City Council, the City of Long Beach proposes to provide an employer-paid short-term and long-term disability plan(s), in addition to a voluntary, supplemental long-term disability option. If agreement is reached, the following options would be implemented effective the first pay period of calendar year 2021:

Short-Term Disability

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

1. Seven (7) calendar day elimination period. Disability payments begin on the 8th day.
2. Payments shall not exceed 50% of the employee's salary up to \$1,000 per week.
3. Maximum duration is twenty-six weeks (180 days or 6 months) of STD payments.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. Disability payments are not provided for workers' compensation injuries when Total Temporary Disability (TTD) or 4850 workers' compensation benefits are being paid.
6. Requires employees to exhaust sick leave accruals first.

Long-Term Disability

The City provides a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to employees under the following basic provisions:

1. Disability payments will commence on the 181st day of the illness or injury.
2. Payments shall not exceed a total of 50% of the employee's salary or a maximum of \$4,000 per month (whichever is less) and will be coordinated in accordance with provisions as provided under the LTD plan
3. The maximum benefit period for an individual under class 3 provisions is eighteen (18) months.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. In addition to the basic LTD plan provided by the City, the employee may elect to enroll in a supplemental LTD plan at his/her cost, which provides supplemental LTD payments equal to 66.67% of the employee's salary up to a maximum of \$12,000 per month, will be coordinated in accordance with provisions as provided under the LTD plan.
6. Requires employees to exhaust sick leave accruals first.

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

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH NEGOTIATIONS

ADDITIONAL CITY HOLIDAY

Addition to Holidays Enumerated – Personnel Ordinance, Article One; Section 1.05:

Effective the first pay period of calendar year 2021, subject to approval by City Council the City will provide an additional City observed Holiday (Election Day) to eligible permanent full-time and permanent part-time employees.

A. The following ten days shall be observed as holidays:

1. New Year's Day – January 1st
2. Martin Luther King Jr. Day – 3rd Monday in January
3. Washington's Birthday – 3rd Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving – 4th Thursday in November
8. Day after Thanksgiving – Friday after Thanksgiving
9. Christmas Day – December 25th
- 10. New Holiday (Election Day)**

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

C. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.

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

Regularly Scheduled Day Off

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

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH PROPOSAL

PAID PARENTAL LEAVE (NEW)

Subject to approval by City Council, the City of Long Beach proposes to implement the following paid parental leave policy effective the first full pay period of calendar year 2021 or upon implementation of the City's LB Coast HR system (whichever comes last):

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

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

Purpose/Objective

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

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

Eligibility

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six (6) months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.

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

Coordination with Other Policies

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

Requests for Paid Parental Leave

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

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

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.

Applicable MOU Provision(s)

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

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

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

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH NEGOTIATIONS

COMPENSATORY TIME OFF

The parties agree to modify provisions of the Memorandum of Understanding (MOU) pertaining to Overtime and Compensatory Time Off (CTO), effective January 1, 2021 to read as follows:

1. Work Week and Increments of Time Reporting

Bargaining Unit members work a seven-day FLSA workweek (168 recurring hours). Hours worked shall be accounted for in increments of six (6) minutes. Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

2. FLSA Overtime

FLSA Overtime for all work performed in the excess of forty (40) hours per week will be paid at the regular hourly rate (or compensation accrued) at one and one-half times.

3. MOU Overtime

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

4. Compensatory Time Off (CTO)

- a. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of forty (40) hours.
- b. Banked overtime credits shall not exceed 40.0 expanded hours for any non-supervisory bargaining unit employee (I.e., Office & Tech Svcs-Basic, Professional-Basic, Protection-Basic, Peace Officer-Basic) at any one time.

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(26.67 straight time hours x 1 ½ = 40)

- c. Banked overtime credits shall not exceed 60.0 expanded hours for any supervisory bargaining unit employee (Office & Tech Svcs-Supervisory, Professional-Supervisory, Protection-Supervisory, Peace Officer-Supervisory, Refuse-Supervisory) at any one time.

(40 straight time hours x 1 ½ = 60)

- d. Employees will be paid for all accrued CTO annually with the final pay period of each fiscal year or in the pay period immediately preceding a general salary increase. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee on the pay period prior to promotion.
- e. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
- f. Management retains the sole discretion in granting the request to accrue CTO or pay it as overtime worked.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH PROPOSAL

BEREAVEMENT LEAVE LANGUAGE

The parties agree to add the following Bereavement Leave provision to the Memorandum of Understanding.

The current Bereavement Leave benefit provided by the Personnel Ordinance and/or Salary Resolution will be superseded by this new MOU Bereavement Leave provision effective the date the MOU is approved by City Council. The new MOU language will be modified as follows:

Bereavement Leave

1. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for his or her absence, and with the consent of the employee's department head, in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.
2. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
3. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
4. Bereavement leave must be taken within 60 days of immediate family member death.
5. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death with a maximum of three (3) occurrences in a calendar year.
6. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
7. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH NEGOTIATIONS

PERSONNEL FILES SECTION REVISION

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. An employee may attach supplemental documentation to a document that is challenged as defined in this section. 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.

The City reserves the right to amend, add or make further proposals. This Proposal is contingent on agreement of all provisions of the proposal.



CITY OF LONG BEACH PROPOSAL – 7/8/20

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021 or upon implementation of the City’s LBCOAST HR system (whichever comes first), subject to approval by City Council, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

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

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

* Effective the first pay period of calendar year 2021

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

The parties tentatively agree to the above proposal, pending ratification of the contract:

Irma Rodriguez-Moisa for COLB Date

Richard Suarez for IAM Date