

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH ASSOCIATION OF CONFIDENTIAL
EMPLOYEES (ACE)**



LBACE 
Long Beach Association of Confidential Employees

October 1, 2023, to September 30, 2026

Approved by City Council on December 19, 2023

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ARTICLE ONE
MEMORANDUM

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 Association of Confidential Employees ("Association") pursuant to Government Code Sections 3500 et seq.

Section II - Recognition

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

Section III - Purpose

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

Section IV - Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing themselves individually or appearing on their own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.
- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and 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 Equal Employment Opportunity procedures established by the Department of Human Resources and shall be entitled to pursue California or federal statutory rights.

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications, shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation 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.

Each fiscal year, the Association shall receive a bank of 100 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information on a quarterly basis for each employee:

Name, occupation code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, the original date of employment, and hourly pay rate.

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. 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 workforce 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 (e.g., an 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.

B. Definition of City Obligations

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

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

Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures, and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures, 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 notice the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII - Peaceful Performance of City Services

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

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

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 their services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective dates indicated:

WAGES

1. Effective the pay period beginning November 18, 2023, bargaining unit members shall receive a one percent and twenty-five hundredths' percent (1.25%) general wage increase to the base hourly rate.
2. Effective the pay period including October 1, 2024, bargaining unit members shall receive a one percent and twenty-one hundredths' percent (1.21%) general salary increase to the base hourly rate.
3. Effective the pay period including October 1, 2025, bargaining unit members shall receive a one percent and twenty hundredths' percent (1.20%) general salary increase to the base hourly rate.

C. Equity Adjustments

1. Effective the pay period beginning December 2, 2023, the following classification shall receive a three percent (3%) equity adjustment:
 - Workers' Compensation Claims Examiner I - III
2. Effective the pay period beginning December 2, 2023, the following classifications shall receive a five percent (5%) equity adjustment:
 - Administrative Aide I – II Conf
 - Business Systems Specialist IV – VII – Conf
 - Business Systems Specialist IV – VII – NC Conf
 - Personnel Assistant I – II Conf
 - Personnel Assistant I – II NC-Conf

3. Effective the pay period beginning December 2, 2023, the following classifications shall receive an eight percent (8%) equity adjustment:

- Administrative Analyst I – IV Conf
- Administrative Analyst I – IV – NC – Conf
- Assistant Administrative Analyst I – II Conf
- Assistant Administrative Analyst I – II – NC – Conf
- Clerk Typist I – IV – Conf
- Clerk Typist I – III – NC – Conf
- Personnel Analyst I – IV – Conf
- Personnel Analyst I – IV – NC – Conf
- Safety Specialist I – III – Conf
- Senior Accountant – Conf
- Senior Accountant – NC - Conf

4. Effective the pay period beginning December 2, 2023, the following classifications shall receive a thirteen percent (13%) equity adjustment:

- Secretary – Conf

D. One-time bonus

1. Effective the pay period beginning December 30, 2023, permanent full-time bargaining unit members will receive a one-time, non-pensionable bonus of two thousand four hundred sixty-five dollars (\$2,465).
2. Effective the pay period beginning December 30, 2023, non-career employees will receive a one-time, non-pensionable bonus of one thousand eight hundred forty-eight dollars (\$1,848).

E. Step Advancement

1. Performance Increases

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

2. Step Advancement

Subject to satisfactory performance, an employee will receive step increases based on the following schedule:

Step 1 to Step 2	Step 2 to Step 3	Step 3 to Step 4	Step 4 to Step 5	Step 5 to Step 6	Step 6 to Step 7
6-month equivalent paid hours	6-month equivalent paid hours	6-month equivalent paid hours	1-year equivalent paid hours	1-year equivalent paid hours	1-year equivalent paid hours

3. Performance System

As set forth in above, an employee will advance to the next step of the salary schedule if they employee receive a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, they shall be advanced to the next successive step. The employee will receive their next step increase in accordance with the provisions above, i.e., either six- months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, the employee 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.

4. Appeal Process

If an employee does not receive a step increase because of their performance rating, they may appeal the rating as follows:

- A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.
- If the employee is dissatisfied with the results of the supervisor's response, they may appeal the matter to the Department Head or designee, ten (10) working days from the oral or 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.
- If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.

- If the matter is submitted to the Director of Human Resources, they shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- 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.
- In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

F. Deferred Compensation

1. The City will contribute one hundred dollars (\$100) per month for all permanent members of the Association.
2. Effective the pay period beginning November 18, 2023, the City will increase the above Deferred Compensation (401(a)) contribution from one hundred dollars (\$100) to one hundred twenty-five dollars (\$125) per month for all permanent, full-time represented employees.

Section II – Overtime & Compensatory Time

A. Increments of Time Reporting

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.

B. Federal Labor Standards Act (FLSA) Overtime

The City will calculate overtime based on FLSA requirements to only include time actually worked for those employees eligible to receive FLSA overtime. During the term of this Agreement, the City may conduct audits of positions to determine FLSA exempt and non-exempt status. If the City determines that an employee's position status should be changed, the City agrees to meet and confer with the bargaining unit about the change in FLSA designation.

C. Compensatory Time Off

1. Employees working overtime will be eligible to accrue Compensatory Time off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of sixty (60) hours.
2. Banked overtime credits shall not exceed sixty (60) expanded hours for any employee at any one time.
(40 straight time hours x 1 ½ = 60)
3. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and their Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned.
4. Employees will be paid for all accrued CTO with the final pay period of each calendar year and in the pay period of a general salary increase (GSI), at the rate immediately preceding the GSI. 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 of their promotion, at the rate immediately preceding the promotion.
5. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
6. All banked time-off hours not taken prior to the effective date of a salary range decrease, which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section III - Skill Pay

All employees in the classifications listed in Appendix C, who meet the requirements for receipt of skill pay shall receive additional compensation at the designated rates on a per diem, hourly rate or one-time payment (bonus) basis, as indicated herein, in the amount of additional compensation set forth in the column opposite the described skill. The additional compensation prescribed herein shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis.

If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional compensation prescribed herein shall be paid at a per diem rate and said per diem skill pay shall be paid only for each workday that said employee actually

performs said occupational skill, and such employee is not entitled to receive and shall not be paid per diem skill pay for any day that said employee does not work or is absent from work on a permitted absence. The per diem rate shall be the hourly rate times the number of regular hours an employee works in a day, or the negotiated per diem rate.

For purposes of this Section, any employee in a non-career position shall receive skill pay in the same manner as prescribed for a comparable employee in the classified career service and need not be specifically designated in the following table(s) unless there is no comparable classified position.

Section IV - Higher Classification Pay

Effective the pay period including October 1, 2023, or the first full pay period following City Council adoption, whichever comes later, the City will increase the compensation for higher classification duties from eighty cents (\$0.80) to two dollars (\$2.00) per hour.

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division officer shall be paid an additional two dollars (\$2.00) per hour providing the following conditions are met:

7. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular employee or vacant due to resignation, termination or other such action.
8. 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.
9. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources.

Section V - Call Back

- A. An employee shall be eligible for call-back pay when all of the following conditions are met:
 1. The employee is unexpectedly ordered to return to work because of unanticipated work requirements and does, in fact, return to work.
 2. The order to return to work is given following termination of the employee's normal shift and their departure from their work location.
 3. Such return to work occurs within more than two (2) hours prior to the established starting time of the employee's next shift.
- B. Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:

1. Three (3) hours at the rate of time and one-half (1½); or
 2. Each hour or fraction thereof worked from the time of the call-back to the time the employee leaves home to the time employee returns home at the rate of time and one-half (1½).
- C. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before the employee leaves home shall receive 30 minutes of pay at the employee's regular rate of pay.
- D. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to take action to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive fifteen (15) minutes' minimum at time and one-half (1½) the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours.

Section VI - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to five hundred dollars (\$500) per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VII – Professional Expense Reimbursement

Bargaining unit members in the Workers' Compensation Examiner I – III classifications are eligible for reimbursement up to six hundred dollars (\$600) to cover the cost of self-insurance certification or paralegal certification.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

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

Section IX – Bilingual Pay

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 (including vendors or city contractors) 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 (including vendors or city contractors) is in person, face-to-face.

Effective the pay period including October 1, 2023, or the first full pay period following City Council adoption, whichever comes later, the City will increase the compensation from seventy cents (\$0.70) to one dollar and fifty cents (\$1.50) per hour.

Employees who meet all the criteria shall be paid an additional one dollar and fifty cents (\$1.50) per hour. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

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

Section X - Standby Pay

Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, standby pay shall be increased from ninety-five cents (\$0.95) per hours to two dollars (\$2.00) per hour for each full hour of standby duty.

- A. Employees who are released from active duty but 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.

Section XI – Professional Certification Incentive Program

Employees represented by the Association of Confidential Employees (ACE) shall receive two hundred dollars (\$200) per month additional compensation, when possessing an authorized license or certificate that reflects their achievement in attaining certification for professional excellence and experience, in accordance with Personnel Policy and Procedures regarding the Professional Certification Incentive Program.

A. Qualifying License/Certification - The professional certificate or license must be of the highest measure and meet the following criteria:

1. The professional license or certification must be issued by either the State of California or a nationally recognized professional organization that administers a nationwide competency examination recognized by the City as a standard of excellence and professional competency.
2. The license or professional certification shall be directly applicable to the employee's classification and shall be over and above the basic job qualifications required for the position held.
3. The license or certification must be renewed through additional testing or some form of recertification; i.e., taking approved classes each year.
4. All licenses or certifications must be evaluated and approved by the Director of Human Resources before they may be considered for this program. Decisions by the Director of Human Resources regarding eligibility are final.

B. Conditions and Exceptions

1. Employees possessing a license or certificate that meets the criteria established above, and that has been authorized by the Director of Human Resources must submit a transmittal along with proof of license or certification to the Department of Human Resources through their department Administrative Officer or designee.

2. In addition to proof of license or certification, an employee must submit copies of qualifying continuous professional training or education. The continuous professional training or education must be consistent with the certifying organization's criteria. Employees must submit the appropriate number of continuous training or education hours required for recertification by the governing body of their specific certification. The Department of Human Resources will track and verify that the continuous training or education hours submitted are to the standard and exceptional competency level that is required for the program.
3. The qualified period for additional compensation under the Professional Certification Incentive Program is determined annually and is based on the month in which the license or certification is submitted for approval of compensation by the employee's department to the Department of Human Resources. Once eligible, qualified employees will receive the incentive pay on the first day of the month following the date their request for Professional Certification Incentive Compensation was submitted for approval to the Department of Human Resources.

For example: If the request for compensation is submitted by an employee's department on March 10, 20XX, then the employee is qualified to receive additional compensation starting April 1, 20XX and ending April of the next year. Proof of license or certification must be submitted one month prior to the expiration of the license or certificate.

4. Employees are not eligible for the Professional Certification Incentive Program when the license or certification is required in the employee's existing grade level distinguishing characteristic, or when the employee is already compensated for the license or certificate by another incentive or skill pay.

C. Compensation

Professional Certification Incentive pay shall be paid at a flat monthly allowance. Payment of the incentive pay will be received on the second paycheck of each eligible month.

At no time will an employee receive additional compensation for holding more than one qualifying license or certification.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I – Vacation Accrual Maximum

Permanent full-time employees will earn vacation in accordance with the chart below:

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

***Temporary 4-Year Vacation Maximum – 1/1/2021 – 1/7/2027**

- A. The City has 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 7, 2021 and shall expire January 7, 2027. The vacation cap will revert to three (3) year maximum effective January 8, 2027. See the above chart for illustrative purposes.
- B. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- D. Employees will not be allowed to have negative vacation hours.
- E. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- F. 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.
- G. Time above accrual maximum on January 8, 2027: Employees over the three (3) year accrual maximum on January 8, 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum. For example, an employee with 5 years of service and 400 vacation accruals on 1/8/27, will not be eligible to accrue vacation until they are below the maximum of 360.4 vacation accruals.

Section II – Personal Holiday Accrual Maximum

A maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees applies as follows:

Personal Holiday Hours	Hours Advanced	Hours Accrued Per Pay Period	Accrual Maximum
Regular Schedule	32.0	1.24	64.0

- A. All permanent full-time employees on a regular holiday schedule will receive four (4), eight-hour (8) personal holiday days (32.0 hours), which will be advanced on the first accrual period of each calendar year. The personal holiday accrual is capped at sixty-four (64) hours. Although hours are advanced, employees are responsible for accruing said hours which will be at a rate of 1.24 hours per full pay period of paid time.
- B. Employees hired after the first accrual period of the year will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced four (4) personal holidays (32 hours) in accordance with the language above.
- C. Should an employee be at or near the accrual maximum on the first pay period of January (when hours are advanced), the employee will only receive hours up to the maximum. No additional personal holiday hours will be granted until January of the following year.
- D. Permanent part-time employees shall accrue personal holiday leave at the rate of .924 hours for every 80 hours (approximately .012 per hour) of paid time.
- E. Use of personal holiday time is subject to supervisor and/or department head approval.
- F. Employees who leave the City having taken personal holiday leave prior to accruing it will have their separation pay debited proportionately.
- G. Cash payment for any properly authorized and/or accumulated unused personal holiday time off shall be made only upon an employee's separation of employment with the City.
- H. When an employee is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or by the City on behalf of the employee. The amount of such compensation to be paid shall be computed by multiplying the employee's adjusted hourly rate of compensation for the position held by said employee by the number of accrued and

unused personal holiday hours to which the employee is entitled. In the event the application for ordinary or service-connected disability retirement is disapproved, the employee shall not be entitled to any holiday or unused portion thereof, for which a lump sum payment has been received.

Section III - Sick Leave

A. Sick Leave

It is agreed that permanent full-time 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.

Accrual Type	Hours Accrued per Pay Period	Annual Accrual
Sick Leave	3.70	96.2

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, they shall be entitled to use any accrued sick leave (i.e., SF, SL) for absence from duty for personal doctor or dental appointments or to attend to their ill or injured child (of any age), parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, siblings, or a designated person, in accordance with the California Family Rights Act (CFRA).

1. 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 receiving Short-Term Disability (STD) or Long-Term Disability (LTD) benefits, if applicable, whether the donations are requested to cover a personal or family-related illness.

C. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents

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 reaches age twenty-six (26), unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s).
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents 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.

D. 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 IV - Bereavement Leave

- A. All employees in the case of death, or of critical illness where death appears imminent, of such employee's immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting bereavement leave due to death or critical illness of an immediate family member, may be required by the department's Administrative Officer to provide documentation of the death or critical illness of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- D. Bereavement leave must be taken within three (3) months of immediate family member death, and the leave does not have to be taken consecutively.
- E. Permanent Full-Time and Permanent Part-Time Employees shall be eligible for up to three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) paid occurrences in a calendar year.

Effective January 1, 2024, Permanent Full-Time and Permanent Part-Time employees shall be eligible for up to five (5) paid Bereavement Leave (BL) days per

occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

1. Permanent Full-Time and Permanent Part-Time Eligible employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal or In-Lieu Holiday, etc.
- F. Seasonal and Temporary Non-Career Employees may use available Sick Leave accruals to compensate for their bereavement leave.
1. Employees with insufficient Sick Leave accruals can take unpaid Authorized Leave (AL).
- G. Any paid (BL, SF, VA, HL, IH, etc.) or unpaid (AL) absence related to bereavement leave (including absences for critical illness where death appears imminent) shall be coded on timecards using tracking code BA.

Section V – Holidays

- A. The following eleven days shall be observed as holidays (15 total including personal holiday leave).
1. New Year's Day - January 1
 2. Martin Luther King Jr. Day – 3rd Monday in January
 3. Washington's Birthday – 3rd Monday in February
 4. Memorial Day - Last Monday in May
 5. Juneteenth – June 19
 6. Independence Day - July 4
 7. Labor Day - First Monday in September
 8. Election Day – First Tuesday after November 1st – Effective January 2021
 9. Thanksgiving - Fourth Thursday and following Friday in November
 10. Day After Thanksgiving – Friday after Thanksgiving
 11. Christmas Day - December 25
 12. Personal Holiday Leave - (4 days / 32.0 hours)
- B. 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 15 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of 15 holidays. This provision shall also apply to the credit applicable to personal holidays.

- B. Holidays are paid based on eight (8) hour workdays 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 workday totaling more than 8 hours.
- 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.
- 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 employee's regular day off shall not change and should remain as the regular day off as usual on the timesheet. The employee will code and observe the holiday (OH) on a different day within the same workweek on the timesheet.

Section VI- 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.

Section VII – Paid Parental Leave

The City provides Paid Parental Leave (PPL) 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 one hundred sixty (160) hours taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster

child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

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

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 one hundred sixty (160) hours of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be taken as one hundred sixty (160) hours intermittently or consecutively, at the employee's discretion, concurrently with FMLA, CFRA, and PDL, as applicable.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The one hundred sixty (160) hours of Paid Parental Leave will begin on the first day of Paid Parental Leave used, and in no event shall exceed one hundred sixty (160) hours 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 one hundred sixty (160) hours 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, as applicable.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's one hundred sixty (160) hours of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide their 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.

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Vision, and Dental Benefits

I. Permanent Full-Time Employees

- A. 1. The City shall contribute by way of obligation for health, dental, and life insurance benefits the maximum amounts for tiered enrollment (single, two-party, and family coverage) based on City Council approval of the annual benefits package for employees in permanent full- time positions (or permanent part-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 every January 1st, during the term of this agreement, increases in the costs for the health, dental plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:
1. Employees with the single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional twenty-five dollars (\$25) whichever is less, over the rates in effect in the prior year for the plan options selected.
 2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or thirty dollars (\$30) whichever is less, over the rates in effect in the prior year for the plan options selected.
 3. If the employee's portion is in excess of their cap, twenty-five dollars (\$25) for single or two-party coverage or thirty dollars (\$30) for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.
 4. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps until the carryover amount is exhausted by adding it to the employee's portion.
 5. These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.
 6. The increase limits addressed in this section refer to plans in existence

during the term of this agreement. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

II. Permanent Part-Time Employees

- A. Permanent part-time employees are eligible to enroll in health coverage.
- B. In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance) shall be paid \$2.529 for each hour worked (equivalent to \$440 for every 174.0 hours worked), effective January 2024.
- C. No 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.

III. City Health Insurance Advisory Committee (HIAC)

Each year the Health Insurance Advisory Committee (HIAC) 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 term of this agreement. Every effort should be made to have these recommendations to the City Manager 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 association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II – Benefits Eligibility Date

- A. Employees will become eligible and may enroll into eligible benefits plans effective the first (1st) of the month following their hire date and submittal of enrollment documents.
- B. Benefit enrollment forms must be received by the Department of Human Resources Benefits Division by the end of the month following the employee's hire date for benefits to become effective the 1st of the following month.
- C. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1st of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled

into the 1-party PPO plan for health, dental, and vision coverage.

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

Section III – Short-term and Long-Term Disability Benefits

Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes. The City and LBACE will engage in a meet and confer in 2024 to discuss changes to these benefits.

Section IV - Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$100,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$100,000 life insurance or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, they cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Continuation of Retirement Benefits

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

B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS)

California Public Employees' Pension Reform Act (PEPRA) - Employees hired on or after January 1, 2013 who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.60.

Section II - Workers' Compensation

A. Any employee represented by the Association, including an employee of the Harbor Department and Long Beach Utilities 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 their 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 twenty-one (21) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, 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 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 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
- B. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - 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.

Section III - 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.

Section IV – Hours of Work

A. Work Period

Bargaining unit members work a seven-day FLSA workweek (168 recurring hours), except where otherwise indicated. Hours worked shall be accounted for in increments of six (6) minutes.

B. Meal Period

Each employee shall observe a one (1) hour meal period each shift. A shorter meal period may be approved by the Department Head / or designee if it is determined to be operationally advantageous.

Section V – Work Schedules

A. Work Schedules

1. Standard Work Schedule

The standard (5/40) work schedule shall be defined as working ~~is~~ five (5) eight (8) hours days, Monday through Friday, totaling a forty (40) hour work week. Employees working a standard (5/40) schedule shall have a FLSA workweek designated as beginning at 12:01 AM on Saturday and ending at 12:00 AM the following Saturday.

2. Alternate Work Schedules

a. 9/80 Work Schedule – The 9/80 alternate work schedule shall be defined as working 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). The guidelines for 9/80 schedules will be as follows:

- For employees working a 9/80, work schedule the FLSA work week shall begin exactly in the middle of their eight (8) hour shift on the day of the week which constitutes their alternate day off. The guidelines for 9/80 schedules will be as follows:
- 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.
- Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.
- Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
- Business Hour Department Schedules – Regular Day Off (RDO)
9/80 work schedules will be limited to four schedules available for non-24- hour facilities. They include:

- a) 1st Friday of the Pay Period as the Regular Day Off
 - b) 2nd Friday of the Pay Period as the Regular Day Off
 - c) 1st Monday of the Pay Period as the Regular Day Off
 - d) 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 regular day off (RDO) is selected, an employee's RDO or eight (8)-hour workday-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.
 - Hours for a 9/80 employee will be assigned by the department.
 - The alternating eight (8)-hour day/regular day off must begin and end at the same time each work week.
 - Work Schedules may be changed by the department to accommodate providing service to the community. A change in regular work hours requires a minimum of ten (10) days notice.

B. 4/10 Work Schedule

The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, 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. 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. Employees working the 4/10 shall have a FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on Friday

C. Other Work Schedules

Other work schedule alternatives may be approved by the Department Head or designee 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.

3. Work Schedule Approvals

Alternate Work Schedules (work schedules other than the standard 5/40 work schedule) must be approved by the Department Head or designee. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10 or other schedule) with ten (10) calendar days' notice.

4. Alternate Work Schedules and Premium Pay

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

Section VI – Education Assistance

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

Semester/Quarter Payment Schedule

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

Education Assistance Program is subject to funding by the applicable appointing authority, until the funds budgeted for Education Assistance are no longer available. The City will ensure to fund the program with one-time funds for the duration of the term of this contract. The City will engage the Association in a meet and confer no later than January 1, 2024 to discuss implementation of the program, effective August 1, 2024.

ARTICLE SEVEN **GRIEVANCE PROCEDURE**

Section I - Definition

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

- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.

- C. If an employee alleges that their 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. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

Section III - Grievance Forms

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

- A. Identifies the aggrieved;
- B. Contains the specific nature of the grievance;
- C. Indicates the time or place of its occurrence, if known;
- D. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;
- E. Indicates the persons contacted at the informal stage; and
- F. States the corrective action desired.

Section IV - Time Off For Processing Grievances

- A. **Informal** - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. **Formal** - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and their representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

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, without loss of pay. 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 - Extension of Time Limits

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

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

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association, and the designated management representative.

Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with their immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party

Within 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 their immediate supervisor up to the division head.

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

A. Step One - Department Head

1. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.
2. Within 10 working days, the Department Head shall schedule a meeting and give their decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

B. Step Two - Human Resources Department Head/Designee

1. Within 10 working days of the response from the first 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 Human Resources, Department Head/designee. An Association representative shall be present if requested by grievant(s).
2. Within 10 working days, the Director of Human Resources, or designee, shall schedule a meeting and give their decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

C. Step Three - City Manager

1. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
2. Within 10 working days, the City Manager shall schedule a meeting and give their decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

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

Section III – Economic Crisis Clause

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

Section IV - 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 V - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith

exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Association.

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

Section VI - Term and Renegotiation

The term of this MOU shall commence on October 1, 2023, and shall remain in effect through September 30, 2026. 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, 2026 to May 15, 2026 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 VII – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2023

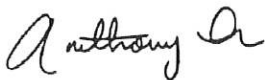
Long Beach Association of Confidential Employees



Fiahna Cabana
President



Susie Oh
Vice President



Anthony Lim
Secretary



Levi Sinkler
ACE member

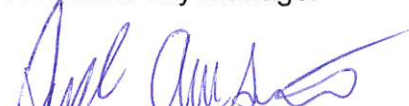
City of Long Beach



Thomas B. Modica
City Manager



Linda F. Tatum
Assistant City Manager



Joe Ambrosini
Director of Human Resources




Sandra Aguilar
Acting Chief of Labor Relations



Sheree Valdoria
Special Projects Officer, Labor Relations

APPROVED AS TO FORM:



Gary J. Anderson, Assistant
City Attorney

**APPENDIX A
CITY OF LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES
LISTING OF CLASSIFICATIONS**

ADMINISTRATIVE AIDE I-CONF
ADMINISTRATIVE AIDE II-CONF
ADMINISTRATIVE ANALYST I-CONF
ADMINISTRATIVE ANALYST II-CONF
ADMINISTRATIVE ANALYST III-CONF
ADMINISTRATIVE ANALYST IV-CONF
ADMINISTRATIVE ANALYST I- NC-CONF
ADMINISTRATIVE ANALYST II-NC-CONF
ADMINISTRATIVE ANALYST III-NC-CONF
ADMINISTRATIVE ANALYST IV-NC-CONF
ASST ADMIN ANALYST I-CONF
ASST ADMIN ANALYST II-CONF
ASST ADMIN ANALYST I-NC-CONF
ASST ADMIN ANALYST II-NC-CONF
BUSINESS SYS SPECLST IV-CONF
BUSINESS SYS SPECLST V-CONF
BUSINESS SYS SPECLST VI-CONF
BUSINESS SYS SPECLST VII-CONF
CLERK TYPIST I-CONF
CLERK TYPIST II-CONF
CLERK TYPIST III-CONF
CLERK TYPIST IV-CONF
CLERK TYPIST II-NC-CONF
CLERK TYPIST III-NC-CONF
CLERK TYPIST IV-NC-CONF
PERSONNEL ANALYST I-CONF
PERSONNEL ANALYST II-CONF
PERSONNEL ANALYST III-CONF
PERSONNEL ANALYST IV-CONF
PERSONNEL ANALYST I-NC-CONF
PERSONNEL ANALYST II-NC-CONF
PERSONNEL ANALYST III-NC-CONF
PERSONNEL ANALYST IV-NC-CONF
PERSONNEL ASST I-NC-CONF
PERSONNEL ASST II-NC-CONF
SAFETY SPECIALIST I-CONF
SAFETY SPECIALIST II-CONF
SAFETY SPECIALIST III-CONF
SAFETY SPECIALIST I-NC-CONF
SAFETY SPECIALIST II-NC-CONF
SAFETY SPECIALIST III-NC-CONF
SECRETARY-CONF
SENIOR ACCOUNTANT-CONF
SENIOR ACCOUNTANT-NC-CONF
WORKERS' COMPENSATION CLAIMS EXAMINER I
WORKERS' COMPENSATION CLAIMS EXAMINER II
WORKERS' COMPENSATION CLAIMS EXAMINER III

APPENDIX B

PAY RATES AND SALARY SCHEDULE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

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

APPENDIX C: SKILL PAYS

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS	AUTHORITY
560	Bilingual - For regular and frequent use of certified oral and/or written bilingual skills.	Non-Management classifications in the current Salary Resolution represented by ACE.	\$1.50	Hourly	Flat Rate	General City

SKILL AND OTHER PAYS LEGEND

SKILL PAY COLUMNS	DESCRIPTION
Code	The code used to identify the other pay in the payroll system. <ul style="list-style-type: none"> Numerical codes are used on the HR-1 to add the other pay to an employee's pay (adjusted rate). Letter codes are used to apply the pay on the employee's timesheet. Numerical codes that can also be applied on a per diem basis will use S1/S2 on the timesheet.
Description	The description of the other pay, which includes requirements and other pertinent information. <ul style="list-style-type: none"> Pays marked with a "T" are considered terminal. Any current employee receiving the pay will not be impacted, however, no other employee may receive the pay.
Classification	The classifications eligible for the other pay.
Amount	The amount paid based on the rate type or basis.
Rate Type	<ul style="list-style-type: none"> Hourly represents the amount paid per hour. Per diem hourly rates shall be the hourly rate times the number of regular hours an employee works in a day. Per diem daily rates are a flat daily rate, no matter how many hours the employee works per day. <p>Occupational skill pays shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis. If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional pay shall be paid at a per diem rate, and said per diem skill pay shall be paid for each work day that said employee actually performs said occupational skill.</p>
Basis	The basis is a reference point used to compute the total amount. <ul style="list-style-type: none"> Flat rate is the amount paid by the rate type. Percentage pays identify the basis used to calculate the other pay. Percentage pays will change anytime there is an increase to the pay identified in the basis.

APPENDIX D
CITY AND LBACE CLASSIFICATION AND COMPENSATION STUDY

During the term of this Agreement, the City shall conduct a comprehensive classification and compensation study of all LBACE positions to be completed no later than March 1, 2026. The City and Association will mutually agree on the benchmark cities. Upon completion, the City shall present the study to LBACE no later than March 16, 2026.