

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, 2019, to September 30, 2023

Approved by City Council on August 25, 2020

TABLE OF CONTENTS

ARTICLE ONE - MEMORANDUM

<u>Section</u>	<u>Page</u>
Section I - Parties to Memorandum of Understanding	1
Section II - Recognition.....	1
Section III - Purpose.....	1
Section IV - Nondiscrimination	1
Section V - Employee Organizational Rights and Responsibilities	2
A. Association List	2
B. Notification of Classification Specification Changes	2
C. Representational Time-Off	2
D. Posting and Dissemination of Information.....	2
E. Representational Information	2
Section VI - City Obligations and Responsibilities.....	3
A. City Obligations	3
B. Definition of City Obligations	3
Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations.....	4
Section VIII - Peaceful Performance of City Services	4
ARTICLE TWO - SALARIES AND COMPENSATION	
Section I - Classifications - Pay Rates - Salary Increases	5
A. Listing of Classifications and Rates of Pay.....	5
B. General Salary Increase	5
C. Equity Adjustments	5

TABLE OF CONTENTS

D. Labor Cost Saving Re-Opener.....	6
E. Step Advancement.....	6
F. Deferred Compensation	8
Section II - Overtime.....	8
Section III - Skill Pay	9
Section IV - Higher Classification Pay.....	9
Section V - Call Back.....	9
Section VI - In-Lieu Compensation	10
Section VII - Professional/Technical Training.....	10
Section VIII - Mileage Reimbursement.....	10
Section IX - Bilingual Pay	11
 ARTICLE THREE - PAID TIME OFF BENEFITS	
Section I - Vacation	13
Section II - Sick Leave.....	14
A. Sick Leave Credits.....	14
B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness...	14
C. Preservation of Sick Leave (Vacation) During Extended Leave	14
D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents	14
E. Medical Certification.....	15
Section III - Bereavement Leave.....	15
Section IV – Holidays	16
Section V - Jury Service	17
Section VI - Standby Pay	17

TABLE OF CONTENTS

Section VII – Paid Parental Leave	18
---	----

ARTICLE FOUR - HEALTH INSURANCE BENEFITS

Section I - Health, Dental and Life Insurance.....	19
Section II - City Health Insurance Advisory Committee (HIAC)	20
Section III - Disability/Life Insurance	20
A. Short-term/Long-term Disability Benefits.....	20
B. Life Insurance	20

ARTICLE FIVE - RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement	21
A. Continuation of Retirement Benefits	21
B. Amendment to Contract with the California Public Employees' Retirement System (CalPERS).....	21
Section II - Workers' Compensation	21

ARTICLE SIX - OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking	23
Section II - Transfer/Reassignment/Change of Shifts	23
Section III - Rest Periods	23
Section IV – Work Schedule Alternatives	23

ARTICLE SEVEN - GRIEVANCE PROCEDURE

Section I - Definition.....	26
Section II - Grievance Presentation	26
Section III - Grievance Forms	26

TABLE OF CONTENTS

Section IV - Time Off For Processing Grievances.....	27
A. Informal.....	27
B. Formal.....	27
Section V - Cost of Witnesses at Grievance	27
Section VI - Extension of Time Limits	27
Section VII - Informal Procedure.....	27
Section VIII - Formal Procedure	28
A. Step One - Department Head	28
B. Step Two - Human Resources Department Head/Designee.....	28
C. Step Three - City Manager.....	29
 ARTICLE EIGHT - GENERAL PROVISIONS	
Section I - Conclusiveness of Agreement.....	30
Section II - Support of Agreement	30
Section III – Economic Crisis Clause.....	30
Section IV - Separability	30
Section V - Ratification and Implementation	30
Section VI- Term and Renegotiation.....	31
Section VII - Execution of Agreement.....	32
APPENDIX A CONFIDENTIAL UNIT LISTING	33
APPENDIX B SALARY SCHEDULE	34
APPENDIX C SKILL PAY.....	35
APPENDIX D VACATION ACCRUAL MAX.....	36
APPENDIX E PERSONAL HOLIDAY ACCRUAL MAX.....	37

TABLE OF CONTENTS

APPENDIX F	PAID PARENTAL LEAVE.....	38
APPENDIX G	GYM MEMBERSHIP PILOT PROGRAM.....	41
APPENDIX H	LABOR COST SAVINGS REOPENER.....	42
APPENDIX I	FURLOUGH FISCAL YEAR 2021.....	43
APPENDIX J	FURLOUGH PARITY LANGUAGE.....	45

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 50 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:

A downloaded file on diskette with the following information for each employee:

Name, classification 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.

The City shall provide this file to the Association at their request a maximum of four times a year.

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 (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 April 1, 2020, bargaining unit members shall receive a three percent (3%) general wage increase.
2. Effective the first day of the pay period that includes September 30, 2021, bargaining unit members shall receive a two percent (2%) general wage increase.
3. Effective the first day of the pay period that includes September 30, 2022, bargaining unit members shall receive a one and a half percent (1.5%) general wage increase.
4. Effective the first day of the pay period that includes April 1, 2023, bargaining unit members shall receive a one and a half percent (1.5%) general wage increase.

C. Equity Adjustments

1. Effective the first day of the pay period that includes 9/30/2021, the following classifications shall receive a one and a quarter percent (1.25%) equity adjustment:
 - Clerk Typist II-Conf
 - Clerk Typist III-Conf
 - Clerk Typist IV-Conf
 - Secretary-Conf
 - Safety Specialist II-Conf
 - Administrative Analyst II-Conf
 - Personnel Analyst II-Conf
 - Administrative Analyst III-Cnf

- Administrative Aide I-Conf
- Personnel Asst I-Conf
- Administrative Aide II-Conf
- Personnel Asst II-Conf
- Asst Admin Analyst I-Conf
- Asst Admin Analyst II-Conf
- Business Sys Spclst I-Conf
- Safety Specialist I-Conf
- Administrative Analyst I-Conf
- Personnel Analyst I-Conf
- Personnel Analyst III-Conf
- Senior Accountant-Conf
- Business Sys Speclst IV-Conf
- Safety Specialist III-Conf
- Administrative Analyst IV-Cnf
- Personnel Analyst IV-Conf
- Business Sys Speclst V-Conf
- Business Sys Speclst VI -Conf
- Business Sys Speclst VII-Conf

2. Effective the first day of the pay period that includes 4/1/2022, the following classifications shall receive a one and a half percent (1.50%) equity adjustment:

- Senior Accountant-Conf
- Administrative Analyst I-Conf
- Administrative Analyst II-Conf
- Administrative Analyst III-Cnf
- Administrative Analyst IV-Cnf
- Personnel Analyst I-Conf
- Personnel Analyst II-Conf
- Personnel Analyst III-Conf
- Personnel Analyst IV-Conf

D. Labor Cost Savings Re-Opener

1. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and the association agree that during the period commencing September 1, 2020, and ending on the last date of this Agreement, the MOU may be reopened, in accordance with Appendix H, 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.

E. Step Advancement

1. Performance Increases

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

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month

period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon their successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, their pay rate thereafter, shall, upon their successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

3. Performance System

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if they 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. They will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, they will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

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

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. 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.
- b. 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.

- c. 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.
- d. 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.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. 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 \$75.00 per month for all permanent members of the Association.
- 2. Effective the first day of the pay period that includes September 30, 2022, the City will increase the above Deferred Compensation contribution from \$75.00 to \$100.00 per month.

Section II - Overtime

- A. The City will calculate overtime based on FLSA requirements to only include time actually worked for those employees eligible to receive FLSA overtime. Further, 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.

- B. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; 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. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
- C. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.

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 as listed in Appendix C.

Section IV - Higher Classification Pay

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 manager, shall be paid an additional eighty cents (\$0.80) per hour providing the following conditions are met:

1. 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.
2. 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.
3. 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 - In-Lieu Compensation

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

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$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 VIII – Mileage Reimbursement

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

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 - 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.
- B. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, shall be authorized to use his or her personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives 300 or more miles in any calendar month in the performance of his or her duties shall be reimbursed at the current IRS rate plus an additional \$0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional \$0.10 per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate. Employee shall not receive additional compensation for those miles already paid at the higher rate.
- C. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- D. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.
- E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

Section 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 for the majority of the employee's regular, daily course of duty. Bilingual skill pay will be provided for employees who have skills in American Sign Language when their interaction with the public is in person, face-to-face.

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

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

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

A. Vacation Allowance	Equivalent Vacation Days
<u>Service Completed</u>	<u>Earned Per Year</u>
Upon hire through 4 years, 5 months (Upon hire through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

B. Effective the first full pay period of calendar year 2021, the City will implement a maximum vacation accrual based on years of service as detailed in Appendix D.

C. Upon implementation of vacation accrual max, new permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

Section II - Sick Leave

A. Sick Leave Credits

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

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, they shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to their ill or injured child, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

Effective the first pay period of calendar year 2021, the City will expand the usage of sick leave accruals as follows:

1. 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 as described in B. above, they shall be entitled to use any available earned sick leave accruals for an absence from duty for personal medical appointments or to attend to their eligible family member.
2. 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 STD or LTD benefits, if applicable, whether the donations are requested to cover a personal or family-related illness

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

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

Effective the beginning of calendar year 2021, upon implementation of Paid Parental Leave program (Appendix F), the Preservation of Sick Leave (Vacation) During Extended Leave provision shall be eliminated.

D. 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 subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

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

Section III - Bereavement Leave

- A. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for his or her absence, and with the consent of the employee's department head, in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.

- D. Bereavement leave must be taken within 60 days of immediate family member death.
- E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
- F. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
- G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section IV – Holidays

A. List of City Observed Holidays

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

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

C. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays. Beginning calendar year 2021 the total number of holidays observed per calendar year shall be increased to fourteen (14) holidays per year.

D. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January

1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours). Effective the first full pay period in calendar year 2021, the City will implement a personal holiday accrual maximum in accordance with Appendix E.

- E. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, they shall owe the City two days' pay for the two personal holidays taken but not earned.
- F. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.
- G. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.
- H. 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.
- I. 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
- J. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

Section V - Jury 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 2 hours prior to the completion of the shift must report back to work.

Section VI - Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to

meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.

- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.
- D. Standby duty shall be compensated at ninety-five (\$0.95) per hour for each full hour of standby duty.

Section VII – Paid Parental Leave

Effective January 1, 2021, the City of Long Beach shall implement a Paid Parental Leave program, in accordance with Appendix F.

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Vision, Dental, and Life Insurance

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

Effective January 1, 2020 — \$1,713.84 per month. Please note the maximum amounts are subject to change based on annual review of the City's Benefits package.

- B. 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.

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

1. Employees with single or two-party plan health coverage shall pay thirty percent (30%) of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.
2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30 whichever is less, over the rates in effect in the prior year for the plan options selected.
3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.

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.

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.

- D. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases each plan year.

Section II – City Health Insurance Advisory Committee (HIAC)

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the 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 III - Disability/Life Insurance

- A. Short-term/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.

- B. Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 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 \$75,000 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 Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than 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 – Work Schedule Alternatives

A. 9/80 Work Schedule

For employees working a 9/80, work schedule the FLSA work week shall begin exactly in the middle of their 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:

- 1. The standard work schedule is five (5) days per week, eight (8) hours per day.
- 2. Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.

3. Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.
4. 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).
5. 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.
6. Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
7. 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
8. 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.
9. Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.
10. 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.
11. Hours for a 9/80 employee will be assigned by the department.
12. The alternating eight (8)-hour day/regular day off must begin and end at the same time each work week.
13. 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 plus a one-hour lunch during each work shift, totaling a forty (40) hour work week. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA and other applicable laws. A shorter lunch hour can be approved by the City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority. 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 City Manager or the appropriate appointing authority, if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

D. Work Schedule Approvals

Alternative Work Schedules (work schedules other than the traditional 5/40 work schedule) must be approved by the City Manager or the appropriate appointing authority. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10 or other schedule) with seven (7) calendar days' notice.

E. Alternative Work Schedules and Premium Pay

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

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, 2019, and shall remain in effect through September 30, 2023. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2023 to May 15, 2023 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 17 day of December, 2020.

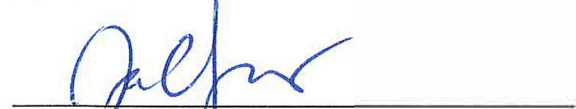
THE LONG BEACH ASSOCIATION OF
CONFIDENTIAL EMPLOYEES



ALLISON SCHNEIDER
President

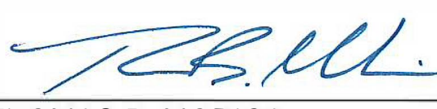


KORY LAWTON
Vice President



JOE GUERRERO
ACE Board Member

CITY OF LONG BEACH



THOMAS B. MODICA
City Manager



ALEJANDRINA BASQUEZ
Director of Human Resources



DANA ANDERSON
Labor Relations Manager



ELIZABETH CALIXTRO
Labor Relations Officer



GARY ANDERSON
Principal Deputy City Attorney

APPENDIX A

CITY OF LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

LISTING OF CLASSIFICATIONS

ADMINISTRATIVE AIDE I-CONF
ADMINISTRATIVE AIDE II-CONF
ADMINISTRATIVE AIDE III-CONF
ADMINISTRATIVE ANALYST I-CONF
ADMINISTRATIVE ANALYST II-CONF
ADMINISTRATIVE ANALYST III-CONF
ADMINISTRATIVE ANALYST IV-CONF
ASST ADMIN ANALYST I-CONF
ASST ADMIN ANALYST II-CONF
ASST CHIEF OF STAFF-CONF
BUSINESS SYS SPCLST I-CONF
BUSINESS SYS SPECLST IV-CONF
BUSINESS SYS SPECLST V-CONF
BUSINESS SYS SPECLST VI-CONF
BUSINESS SYS SPECLST VII-CONF
CLERK TYPIST II-CONF
CLERK TYPIST III-CONF
EMPLOYEE SERVICES ASST-CONF
EXECUTIVE SECRETARY-CONF
FINANCIAL MGMT ANALYST I-CONF
FINANCIAL MGMT ANALYST II-CONF
PERSONNEL ANALYST I-CONF
PERSONNEL ANALYST II-CONF
PERSONNEL ANALYST III-CONF
PERSONNEL ANALYST IV-CONF
PERSONNEL ASST I-CONF
PERSONNEL ASST II-CONF
PROGRAMMER/ANALYST I-CONF
PROGRAMMER/ANALYST IV-CONF
PROGRAMMER/ANALYST V-CONF
PROGRAMMER/ANALYST VI-CONF
SAFETY SPECIALIST I-CONF
SAFETY SPECIALIST II-CONF
SAFETY SPECIALIST III-CONF
SEC TO EXEC DIR-CVL SVC-CONF
SECRETARY TO CITY ATTNY-CONF
SECRETARY-CONF
SENIOR ACCOUNTANT-CONF

APPENDIX B

**PAY RATES AND STEP SCHEDULE
LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES**

MOU TERM OCTOBER 1, 2019 – SEPTEMBER 30, 2023

SALARY SCHEDULE

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

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution represented by LBACE.	For regular and frequent use of certified oral and written bilingual skills.	\$0.70 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person for employee health insurance programs.	\$2.00 per hour

APPENDIX D

VACATION ACCRUAL MAXIMUM

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

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

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

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

APPENDIX E

PERSONAL HOLIDAY ACCRUAL MAXIMUM

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

PERSONAL HOLIDAY ACCRUAL

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

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

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

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

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

APPENDIX F

PAID PARENTAL LEAVE

The City of Long Beach will implement the following paid parental leave policy effective the first full pay period of calendar year 2021:

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.
- 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.

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.

APPENDIX G

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach will be offering a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary.

The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

The proposed Gym Membership pilot program, referred to as Gympass, provides employees access to multiple gyms and exercise activity studios, as well as various types of activities for a single monthly fee, starting at \$10 per month, to be paid by the employee directly to Gympass.

Employees will have multiple price platforms to choose from and will be able to attend any of the participating gyms and/or available classes based upon the platform chosen. Enrolled employees will have unlimited access to the facilities in their chosen platform, and can opt out at any time. Employees will not be charged an initiation fee, annual fee or cancellation fee to participate in Gympass.

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

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

*The effective date will be based on the City procurement process.

APPENDIX H

LABOR COST SAVINGS RE-OPENER

- A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and ACE ("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 ACE 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 ACE 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.

APPENDIX I
FURLOUGH FISCAL YEAR 21

- A. To minimize layoffs during Fiscal Year 2021, the City and ACE 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 pay 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.
- B. 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.
- C. All employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.
- D. 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.
- E. 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.
- F. 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.

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

APPENDIX J

FURLOUGH PARITY LANGUAGE

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

The City and ACE 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 an 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 an 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 ACE 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 ACE.