

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH ASSOCIATION OF ENGINEERING EMPLOYEES
(LBAEE)**



OCTOBER 1, 2023 TO SEPTEMBER 30, 2026

Approved by City Council on December 12, 2023

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ARTICLE ONE
MEMORANDUM OF UNDERSTANDING

Section I – Parties of Memorandum of Understanding

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the City Of Long Beach, a Municipal Corporation (“City”), and the Long Beach Association of Engineering 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; 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 or Civil Service and shall be entitled to pursue California or federal statutory rights.

Section V – Employee Organizational Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this MOU, upon receipt of a Payroll Deduction Request Form, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for Association dues and benefit program premiums shall be sent to the City via e-mail or hard copy by the designated Association official. For Association dues deduction requests, the employee signature will not be required. The City shall charge the Association for each employee five and one-half cents (\$.055) per deduction for Association dues and five and one-half cents (\$.055) per deduction for all other deductions. The deductions shall be made twice a month.

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

B. Association Representatives

The Association shall submit a current list of Association representatives (Board Members and alternates) to the Director of Human Resources (“Director”). Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

C. Notification of Job Classification Changes

The City shall notify the Association and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of proposed changes in the duty statements and attempt to reach an agreement prior to consideration by the Civil Service Commission. In the event, an agreement is not reached, either party may address the Civil Service Commission on the matter.

D. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing departmental work rules affecting conditions of employment, the City shall give the Association reasonable notice as defined by the Government Code prior to placing the new rules, or changes in such existing rules, into effect. These notices of changes are not intended to impede the normal day-to-day operation but are intended to improve communication between the Association, the City, and the employees.

E. Representational Time-Off

Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 350 hours to be used for general Association business. Unused time cannot be carried over to future fiscal years. Employees using Association time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

F. Bulletin Boards

The Association shall have access to a reasonable number of bulletin boards for the purpose of posting notice of official Association business. Notices to be posted shall receive the prior approval of the Director. In any event, no posting shall contain any material scurrilous or derogatory about any City employee or elected official.

G. Work Access and Distribution of Notices

1. Authorized Association staff, field representatives or employee representatives (Board Members and alternates pursuant to Article I Section V-B) shall be given access to work locations during working hours to conduct Association business so long as it is not unreasonably disruptive of normal working processes. Management may deny access if it feels it will unreasonably interfere with work. The Association representative must advise management when they have arrived on site.
2. The Association shall give to all department heads with employees in this unit, and to the Department of Human Resources, a written list of all authorized representatives, which shall be kept current by the Association. Access to work locations will only be granted to representatives on the list.
3. With prior City approval, the Association may have access to available conference rooms and/or City facilities during non-work hours.
4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without prior notification and approval from the Department of Human Resources.

H. Representational Information

Unless an employee notifies the City in writing that they do not want the social security number released, the City shall provide the Association with the following information:

1. A quarterly listing (hardcopy) which shall list the following information for each unit employee:

Name, occupation code and title, Association membership dues amount, department and division, home address, birth date, age, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other deductions.

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

I. Union Access to New Employee Orientations and Employee Information

1. Notice and Access

- a. **Written Notice:** The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations, and arrangements provided to the Union for any NEOs.
- b. **Single Point of Contact:** The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.
- c. **Citywide NEOs:** The Association of Engineering Employees conveyed interests to attend Department employee orientations and to be notified of Citywide NEOs. New employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled bi-annually for

every other month and any Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the bi-annual schedule that includes the specific dates, times, and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.

- d. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.
- e. Union Access and Presentation at NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented new employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The new employees attending the NEO, including meeting with the Union shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator. At all NEOs, the Union shall limit its presentation to a general introduction to its organization, history, by-laws, benefits of membership, and to answer questions from the new employees. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures or other topics that would be

considered beyond general discussion of the benefits of Union membership. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is scheduled to work and is needed by the Union to meet with new employees at a scheduled Department NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other union's presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other unions, or any other individuals.

f. Audio Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the City and Department NEO.

2. New Hire Employee Information

a. City Reports to Union: The City shall provide the Union with the information subject to the limitations contained in California Government Code Section 3558, on newly-hired employees to the extent it is made available to the City.

3. Hold Harmless - The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

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 work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

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

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

Section VIII shall not be interpreted to limit an employee's statutory or constitutional rights. The City agrees that there shall be no general lockout of LBAEE bargaining unit members.

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 established for such classifications as set forth in the City's Salary Schedule.

B. General Salary Increase

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

1. Effective the pay period beginning November 18, 2023, all bargaining unit members shall receive a 5.6% general wage increase to the base hourly rate.
2. Effective the first full pay period including October 1, 2024, all bargaining unit members shall receive a 1% general wage increase to the base hourly rate.
3. Effective the first full pay period including October 1, 2025, all bargaining unit members shall receive a 1% general wage increase to the base hourly rate.
4. Within three pay periods of City Council adoption of the successor AEE MOU, all bargaining unit members will receive a one-time non-pensionable bonus of \$1,000.
 - a. In addition, all permanent full-time bargaining unit members will receive a one-time non-pensionable bonus of \$1,800. In addition, all Non-Career employees will receive a non-pensionable one-time bonus of \$1,400.
 - b. The City will issue these non-pensionable bonuses in one disbursement.

Section II – Equity Adjustment Classifications

- A. Effective the pay period beginning December 2, 2023, the following classifications shall receive a two percent (2.0%) equity adjustment:

Chief Surveyor	Plan Checker – Mechanical
Deputy Fire Marshal	Plan Checker – Mechanical I-II
Engineering Tech I-II	Plan Checker – Plumbing
Engineering Tech I-II – NC	Plan Checker – Plumbing I-II
Environ Remediation Specialist I-II	Senior Engineering Tech I-II
Environmental Specialist I-II	Senior Engineering Tech I-II – NC
Environmental Specialist Assoc.	Senior Estimator
Environmental Specialist Assoc. – NC	Senior Geological Drafting Tech
Environmental Specialist Asst.	Senior Geologist
Environmental Specialist Asst. – NC	Senior Surveyor
Geographic Info Sys Analyst I-III	Senior Survey Technician
Geographic Info Sys Supv.	Senior Survey Technician - NC
Geologist I-II	Survey Technician
Plan Checker – Electrical	Survey Technician – NC
Plan Checker – Electrical I-II	Surveyor
Plan Checker – Fire Prevention	Surveyor - NC
Plan Checker – Fire Prevention I-II	

- B. Effective the pay period beginning December 2, 2023, the following classifications shall receive a six percent (6.0%) equity adjustment:

Asst. Chief Harbor Engineer	Petroleum Engineering Assoc. I-II
Civil Engineer	Project Scheduler I-II
Civil Engineer – NC	Senior Civil Engineer
Civil Engineering Assistant	Senior Civil Engineer – NC
Civil Engineering Asst. – NC	Senior Petroleum Engineer
Civil Engineering Associate	Senior Petroleum Eng. Assoc.
Civil Engineering Associate – NC	Senior Program Manager
Deputy Chief Harbor Engineer I-II	Senior Program Manager – Water
Engineering Aide I-III	Senior Scheduler
Engineering Aide I-III – NC	Senior Structural Engineer
Harbor Marine Engineer	Structural Engineer
Permit Center Supervisor	Structural Engineering Assoc.
Permit Technician I-II	Structural Engineering Assoc. – NC
Petroleum Engineer I-II	

C. Effective the pay period beginning December 2, 2023, the following classifications shall receive a seven percent (7.0%) equity adjustment:

Electrical Engineer	Traffic Engineer
Mechanical Engineer	Traffic Engineering Aide I-II
Mechanical Engineering Assoc.	Traffic Engineering Aide I – NC
Senior Electrical Engineer	Traffic Engineering Asst. - NC - Harbor
Senior Mechanical Engineer	Traffic Engineering Assoc. I-II
Senior Traffic Engineer	

Section III - Recruitment and Retention Study / Classification and Compensation Study

The City shall conduct a comprehensive classification and compensation study of all AEE positions to be completed no later than March 1, 2026. In addition to utilizing the standard comparator agencies, the following list of comparator agencies may be added to the standard study. Additional comparator agencies to be included at the discretion and expense of AEE:

- Port of Los Angeles (to compare to AEE classifications in the Harbor Dept.)
- Los Angeles Department of Water and Power (to compare to AEE classifications in the LB Utilities Dept.)
- Metropolitan Water District (to compare to AEE classifications in the LB Utilities Dept.)
- Orange County Water District (to compare to AEE classifications in the LB Utilities Dept.)
- West Basin Water District (to compare to AEE classifications in the LB Utilities Dept.)

Upon completion, the City shall present the study to AEE no later than March 16, 2026.

Section IV – Enterprise - Specific Classifications

The City agrees to partner with AEE, the appropriate departments, Civil Service and Human Resources Departments to discuss enterprise-specific classifications during the term of the contract. The initial meeting shall take place no later than February 28, 2024.

Section V – Step Advancement/Performance System

A. Performance Increases

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

B. 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

C. Performance System

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if they receive an overall Meets Job Requirements rating 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.

D. Appeal Process

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

1. 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.
2. 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. (For employees in the Long Beach Utilities Department and Harbor Department, this shall constitute the final step of the appeal process.)

3. 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.
4. 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.
5. 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.
6. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

Section VI – 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. Overtime

1. MOU Overtime

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

b. Federal Labor Standards Act (FLSA) Overtime

The City agrees that it shall provide overtime compensation to all employees covered by this Agreement as required by the FLSA. Only actual hours worked shall be credited towards computation of FLSA overtime. At the end of the 40-hour work period, if any FLSA overtime is payable, the difference between MOU overtime and FLSA overtime will be paid.

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 forty (40) hours.
2. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

$$(26.67 \text{ straight time hours} \times 1 \frac{1}{2} = 40)$$

3. 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 (GI), at the rate immediately preceding the GI. 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.
4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted at the discretion of the supervisor or manager responsible for considering the request.
5. Department Heads or designees retain the sole discretion in granting the request to accrue CTO or paying it as overtime worked.
6. 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.
7. All banked time-off hours not taken prior to the effective date of a salary range decreases 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 VII – Skill & Other Pays

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

Section VIII - Bilingual Pay

The City agrees that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications. Bilingual skill pay shall be compensated at seventy cents (\$0.70) per hour. Effective the pay period that includes October 1, 2023, or the first day of the first full pay period following City Council adoption, whichever comes later, bilingual skill pay shall increase from seventy cents (\$0.70) per hour to one dollar and fifty cents (\$1.50) per hour.

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

1. 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
2. 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.

The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay. Upon the employee's certification to receive bilingual skill pay, payment shall be made retroactively to the date the employee was assigned to begin utilizing bilingual skills in the course of duty.

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. Employees pending approval for and/or approved for per diem compensation shall be responsible for tracking the use of bilingual skills to ensure accurate compensation.

Section IX – Night Shift Differential

Night shift shall be compensated at one dollar and fifty cents (\$1.50) per hour.

Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, Night shift differential shall increase from \$1.50 to \$2.00.

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

- A. The employee works ½ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or
- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a “split shift.” Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.
- D. Employees are not eligible for night shift differential pay for special assignments. For the purposes of night shift differential, a special assignment is an assignment where an employee is temporarily assigned to a work shift between the hours of 6:00 pm and 6:00 am, on a short term and/or limited basis, and is expected to return to a regular work shift that is not eligible for night shift differential. An assignment would be considered a regularly scheduled shift when an employee has a work schedule change to a work shift within the hours of 6:00 pm and 6:00 am for a minimum of one full pay period AND there is no intent or expectation that the employee will return to a shift that is not eligible for night shift differential pay.
- E. Employees are not eligible for night shift differential pay for an overtime shift between the hours of 6:00 pm and 6:00 am, unless it is an extended shift. An extended shift applies to an employee who receives night shift differential for a regularly scheduled work shift and works continuous hours beyond the regularly scheduled work shift between the hours of 6:00 pm and 6:00 am. Coming in prior to the shift would not qualify for night shift differential.

Section X – Higher Classification Pay

Each employee who is required to perform the full range of duties in a vacant, higher classification, up to and including division manager, shall be paid an additional one dollar and sixty cents (\$1.60) per hour.

Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, Higher Classification pay shall increase from \$1.60 to \$2.00 per hour, provided the following conditions are met:

- A. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.
- B. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
- C. The employee receiving higher classification pay will be required to record the title of the vacant higher classification or grade, and in the case of a temporary vacancy, the name of the employee who holds the higher classification position, and the reason for the temporary higher classification assignment. This documentation of the higher classification assignment information on the employee's time card is required for auditing purposes.
- D. The temporary appointment to the higher classification must be approved by the appointing authority or designee.
- E. After 960 hours of receiving higher classification pay, the department/ bureau/ division shall make every effort to rotate the higher classification pay assignment to another qualified employee. In cases where an employee may serve in a higher classification capacity for an extended period due to expected challenges in filling the budgeted vacancy, the department will seek approval from Civil Service to initiate a provisional recruitment process.

Section XI – Mileage Reimbursement

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

Section XII – Auto Allowance

A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed four hundred and fifty dollars (\$450.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its

availability, as required for the performance of official City duties.

Section XIII – Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.
- D. Standby duty shall be compensated at one dollar and fifty cents (\$1.50) per hour for each full hour of standby duty.
- E. Effective the pay period that includes October 1, 2023, or the first full pay period following City Council adoption, whichever comes later, standby duty pay shall increased from one dollar and fifty cents (\$1.50) to two dollars (\$2.00) per hour for each full hour of standby duty.

Section XIV – Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. Except as otherwise indicated in the provisions below, an employee must report for work in order to be eligible for compensation.

- A. Employees who are called back to work after completion of their regular shift, and have left the work location, shall receive one (1) hour of travel time plus the time actually worked at time and one half, but in no event will the employee receive less than three (3) hours, except as provided for in Section VII.B & C below: In no event can an employee receive multiple minimum call back payments within the same three (3) hours. Should an employee be called back to work on separate occasions within the same three (3) hour period, they are not eligible for an additional three (3) hour minimum.

Examples:

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

2.5 hours worked
1.0 hour travel time (standard)
 3.5 hours paid

Separate Call Back Occasions Within the Same Three (3) Hours

1.0 hour worked (1st call back)
 1.0 hour travel time (standard)
 0.5 hours worked (2nd call back)
1.0 hour travel time (standard)
 3.5 hours paid

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

Section XV – Uniform Allowance

Positions or classifications required to wear a uniform will be provided a Uniform Allowance as indicated in the chart below. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).

Uniform Allowance Group	Bi-weekly rate	Fiscal Year rate	Classifications/positions
UA 1	\$5.88	\$152.88	Senior Survey Technician Senior Survey Technician – NC Senior Surveyor Survey Technician Survey Technician – NC Surveyor Surveyor - NC

Section XVI – Professional Certification Incentive Program

Employees represented by the Association of Engineering Employees shall receive \$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 their department Administrative Officer, or designee, to submit for approval and processing by the Department of Human Resources.
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. 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.

Section XVII – License Renewal Fees

The City shall reimburse the following classifications for License Renewal Fees upon sufficient proof of payment, when possessing a valid/current State of California Engineer and/or Surveyor License as required: Civil Engineer, Structural Engineer, Traffic Engineer, Senior Civil Engineer, Senior Structural Engineer, Senior Traffic Engineer, Mechanical Engineer, Senior Mechanical Engineer, Senior Program Manager, Civil Engineering Associate, Senior Surveyor, Chief Surveyor and Petroleum Engineer I-II.

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	Vacation Maximum Accrual	Temp. 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 maximum vacation accrual based on years of service as detailed in the chart above. 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 January 7, 2027. The vacation cap will revert to three (3) year maximum effective January 8, 2027.
- 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 the accrual maximum on January 8, 2027: Employees over the three (3) year accrual maximum on January 8, 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum. For example, an employee with five (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 Holiday Schedule	32.0	1.24	64.0

- A. All employees on a regular holiday schedule will receive four (4), eight-hour (8) personal holidays, which will be advanced on the first accrual period of each calendar year (32.0 total hours). 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 be eligible to accrue personal holiday leave at the rate of .924 two 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 termination of employment with the City or 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 additional 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 – In Lieu Holiday Accrual Maximum

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

- A. All employees on an in-lieu holiday schedule will be advanced 15 eight-hour in lieu holidays (120 hours total) on the first accrual period of January of each year. The advanced in-lieu holiday hours will be accrued at the rate of 4.62 hours per full pay period of paid time. The in-lieu holiday accrual is capped at two hundred and forty (240) hours. Should an employee be at the accrual maximum, no additional in lieu hours will be granted until January of the following year if the accrual balance is below two hundred and forty (240) hours.

Employees hired after the first accrual period of the year will be credited with 4.62 in lieu holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced in lieu holiday hours in accordance with the language above.

In Lieu Holiday Hours	In Lieu Hours Advanced (Start of Year)	Hours Accrued Per Pay Period	In Lieu Holiday Maximum Accrual
Regular / Other Schedule	120.0	4.62	240.0

- B. The advanced in-lieu holiday hours may be used upon receipt; however, the hours will need to be accrued each pay period throughout the year. Employees who leave the city having taken in-lieu holiday leave prior to accruing it will have their separation pay debited proportionately. Conversely, employees having accrued in-lieu holiday hours that are unused upon separation shall have their final pay credited proportionately.
- C. Use of in-lieu holiday leave is subject to supervisor and/or department head approval.
- D. Employees on an in-lieu holiday accrual schedule do not qualify for personal holiday accruals.

Section IV – Sick Leave

- A. Sick Leave Accrual

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 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).

C. Catastrophic Leave Donations

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

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

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

1. The employee has an effective retirement date of July 1, 1983, or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child 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 V – Bereavement Leave

- A. All employees who have been employed for at least 30 days before the leave commences, may take five (5) unpaid bereavement leave days per occurrence 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 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 or critical illness (where death appears imminent), with a maximum of three (3) 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 days per eligible family member death or critical illness (where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

- 1. Permanent Full-Time and Permanent Part-Time Employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal or In-Lieu Holiday, etc.
- 2. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).

- F. Seasonal and Temporary Non-Career Employees may use available Sick Leave accruals compensate their bereavement leave.
 - 1. Employees with insufficient Sick Leave accruals can take unpaid Authorized Leave (AL).
- G. Any paid or unpaid absence related to bereavement leave (including absences for critical illness where death appears imminent) should be coded on timecards using tracking code, BA.

Section VI – 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
 - 9. Thanksgiving – Fourth Thursday 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.
- C. 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.
- D. Employees that start employment after the first of the calendar year will receive holidays prospectively for the remainder of the year.
- E. Employees on alternate work schedules may be required to apply eligible leave accruals, such as Vacation or Personal Leave for each holiday that falls on a workday totaling more than 8 hours.
- F. Alternatively, supervisors may give their employees the option of working the additional time during the workweek when the holiday is observed, not the pay period, in lieu of using leave accruals.
- G. 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.

- H. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

Section VII – 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. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

Section VIII – Paid Parental Leave

The City provides 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 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 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.
- 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.

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.

ARTICLE FOUR
BENEFITS

Section I – Health, Dental and Voluntary Life Insurance

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.

More information about employee medical benefit coverage, including employee and City contributions, can be found in the Active Employees Booklet at: www.longbeach.gov/hr/city-employees/employee-benefits/

- B. Effective every January 1st, during the term of this agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for the applicable coverage tier, and 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 coverage), 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 actual cost and the

employee contributions outlined above.

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.

- C. City Health Insurance Advisory Committee (HIAC) – The parties agree to work through the HIAC to mitigate employee benefit program cost increases during the term of this agreement. The Union shall maintain one (1) representative and an alternate representative on the City’s Health Insurance Advisory Committee (HIAC). The representative(s) shall be enrolled in one of the City’s health plans.

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

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans during the term of this agreement. Every effort shall 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 their final recommendations to the City Council for any changes to plan design. If the City Manager’s recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the Association of the recommendations in writing, at least seven (7) calendar days before submitting them to the City Council for approval.

- D. Voluntary Life Insurance Option

Voluntary Life Insurance Option: In addition to the \$20,000 life insurance currently provided to all full-time City employees, the City will provide employees covered by this MOU the ability to purchase increased term life insurance coverage at their own expense based on conditions established by the insurance carrier.

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 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.

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 – On-the-Job Death Benefit

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

- 1. For the surviving spouse until their marriage, death, or Medicare eligibility, whatever occurs first.
- 2. For the surviving children until age twenty-six (26).

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

Section IV – Long-Term (LTD) and Short-Term (STD) Disability Insurance

A. Short-Term Disability

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

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

benefits are being paid.

6. Requires employees to exhaust Sick Leave accruals first.

B. Long-Term Disability

The City provides a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to employees as follows:

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

The City will secure the STD & LTD provider via a contractual agreement. Should the City be unable to secure renewal of these plans on the same terms, the City reserves the right to change the plan benefits to secure renewal. However, should there be any changes to the plan benefits, the City agrees to provide advance notice to AEE of the changes so as to provide AEE an opportunity to discuss the plan benefit changes.

Section V – Vacation Leave Accrual Retirement Conversion

Upon retirement, each bargaining unit member may have 75% of their outstanding vacation leave balance converted to sick leave. Employees who elect to enroll in benefits upon retirement may convert their unused hours of sick leave to pay for health, dental, vision and long-term care insurance premiums into retirement. It is the intent that this conversion does not create a taxable event. If such conversion is subsequently found to create tax consequences, the parties agree that this provision shall be discontinued.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I – Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) on October 1, 2004, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on October 1, 2004.
2. Effective October 1, 2013, employees shall pay the full employee share of eight percent (8%) of their annual salary towards their individual employee contribution.
3. Effective January 26, 2013, the City shall no longer designate the Employer Paid Member Contribution (EPMC) as compensation earnable and shall not report it as such to CalPERS.

B. Public Employees' Pension Reform Act (PEPRA)

Employees hired on or after January 1, 2013, and who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 (2% @ 62) pension benefits in accordance with California Government Code section 7522 (PEPRA).

Section II – Workers' Compensation

A. Any Association employee, 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 fourteen (14) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.

4. The injury or illness 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.

Accrued sick, overtime, vacation, or holiday leave 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 their 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 their injury or illness, but the term "regular salary" shall not include any overtime, night shift differential, or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I – Hours of Work

A. Work Period

Bargaining unit members work a seven-day FLSA workweek (168 recurring hours), except where otherwise indicated (Moved from Section VII-B). 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 II – Work Schedules

A. Work Schedules

1. Standard Work Schedule

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

2. Alternate Work Schedules

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.

- 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 8 hour per day schedule.
- A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1), eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours

over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).

- Employees working a 9/80–work schedule, shall have a FLSA workweek designated as beginning exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.
- 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:

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

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

Once the schedule has been designated, an employee's RDO or 8-hour workday cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

With Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off or eight (8) hour workday.

24-Hour or 7 Day Hour Facility Schedule

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

Monday would be 'regular' days off from work.

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

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

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.

Employees working a 4/10 shall have a FLSA workweek designated as beginning at 12:01 AM on Saturday and ending at 12:00 AM the following Saturday. 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.

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.

B. 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 authority. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10 or other schedule) with ten (10) business days' notice.

C. 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 alternative work schedule should not

increase requirements for overtime pay.

D. Holidays

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

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

Section III – Employee Parking

- A. Employee parking shall be provided 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 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 Air Quality Management District (AQMD). In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section IV – 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 V – Personnel Files

An employee or their Association representative, with written consent of the employee, shall be entitled to review all of their existing personnel folders upon request.

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

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

Any item that is sealed shall be removed from access from personnel except the department head or designee. If the employee believes there is material in the personnel file that should be removed or sealed, they may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources unless there is some other alleged violation of the MOU within the grievance.

Section VI – 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 VII – Accident Review

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

Section VIII – Labor/Management Meetings

A. Purpose

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

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

B. Committee Participants

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

City: Department Level Management (i.e., Administrative Officer) and/or a maximum of two (2) designated management representatives, who are not represented by the Association.

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

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

Each party is permitted to have present an expert or experts (a reasonable number) in order to facilitate the resolution of problems.

C. Conduct of Meetings

Meetings shall be held as needed, but not more frequently than once a month. Additionally, the meetings shall be no more than one (1) hour in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

A list of discussion topics shall be submitted to both parties forty-eight (48) hours prior to the meetings. Topics not disclosed in advance of the meeting shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The combined list of discussion topics shall be prepared by the Administrative Officer and shall include a brief description of each item to be discussed. Designation of the first topic discussed at each meeting will be alternated between the parties every month. Discussion of additional agenda topics will be alternated until the allotted time has been exhausted or there are no additional items to discuss.

D. General Guidelines

1. It is not the intent of LMC Committees to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
2. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.
3. Topics that could lead to grievances may be discussed.

4. Alternative types of uniforms and equipment shall be addressed during these meetings.
5. Each topic shall be discussed fully, and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.
6. The parties, by mutual agreement, may make recommendations on issues that have been discussed.
7. Each party shall be responsible for maintaining their own records of these meetings.

Section IX – Education Assistance

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

Semester/Quarter Payment Schedule

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

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.

Section X – Required Safety Footwear Allowance

Effective January 1, 2024, the allowance for AEE represented classification shall be increased from \$250.00 to \$350.00 per year for required safety footwear and shall include orthotics and footwear accessories provided the total shall not exceed a maximum of \$350.00 per year. If the required footwear becomes unserviceable before the one-year period expires, they shall be replaced at the department’s discretion.

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;
 - 4. Loss of skill pay due to a change of assignment, work or duties.

- 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. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this Agreement, may be pursued under this Article.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative (Board member, or alternate) or Association staff. Grievances may also be presented by a group of employees or by the Association.

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 and arbitration at Steps I through V, without loss of pay for the time so spent. One Association Staff or one Association Board Member may also observe the grievance meeting(s).

Section V – Cost of Witnesses at Grievance/Arbitration

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

Section VI – Number of Witnesses at Arbitration

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

Section VII – Extension of Time Limits

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

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

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

Section VIII – Informal Procedure

Both the City and the Association agree that grievance resolution at the informal level is preferred and should be encouraged by both parties.

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

Section IX – Formal Procedure

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

Step One – Division/Bureau Head

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

Step Two – Department Head

- A. Within ten (10) working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head, or designee, a copy of the first step response and a copy of the grievance. A meeting shall be held by the Department Head or designee. An Association representative shall be present if requested by grievant(s).
- B. Within ten (10) working days after the meeting, the Department Head, or designee, shall give their decision, in writing, to the grievant(s) and to the Association representative if one was present at the meeting.

For Long Beach Utilities and Harbor Departments only, substitute Administrative Officer or equivalent for Department Head.

Step Three – Director of Human Resources

- A. Within ten (10) working days of the response from the second level, the grievant, if dissatisfied, may submit, to the Director of Human Resources, or designee, a copy of the second step response and a copy of the grievance.

A meeting shall be held by the Director of Human Resources, or designee. An Association representative shall be present if requested by grievant(s).

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

For Long Beach Utilities and Harbor Departments only, substitute Department Head for the Director of Human Resources or designee.

Step Four – City Manager

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

For Long Beach Utilities and Harbor Departments only, substitute Department Head for City Manager.

Step Five – Arbitration

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

Once the matter is submitted to arbitration the following shall apply:

- A. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;
- B. Upon receipt of the panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
- C. The Arbitrator shall hold a hearing as soon as practicable;
- D. Employees called as witnesses shall be released from duty as needed;
- E. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
- F. The findings of the Arbitrator shall be permitted only to the parties to the dispute or their representatives;
- G. Each party shall bear the expenses of presenting its own case;
- H. Costs of making a stenographic record shall be borne equally;
- I. Seventy-five percent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported;

- J. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this Agreement;
- K. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement;
- L. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Association, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.

ARTICLE EIGHT **GENERAL PROVISIONS**

Section I – Conclusiveness of Agreement

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

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

Section II – Support of Agreement

By entering into this MOU, the City and the 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 3.94.030.C. The Parties further 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 law. 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 adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

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

Section 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.

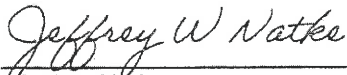
In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from March 15, 2026, to April 15, 2026, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt 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 12 day of December, 2023

THE LONG BEACH ASSOCIATION OF
ENGINEERING EMPLOYEES

CITY OF LONG BEACH



Jeffrey Natke
Chief Negotiator



Thomas B. Modica
City Manager



Laura Holtan
Labor Relations Attorney



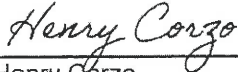
Linda F. Tatum
Assistant City Manager



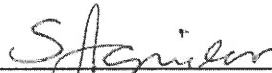
Jason Rodriguez
President, AEE Board Member



Joe Ambrosini
Director of Human Resources



Henry Corzo
AEE Board Member



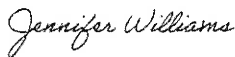
Sandra Aguilar
Acting Chief of Labor Relations



Chris Sanatar
AEE Board Member



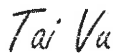
Irma Rodriguez Moisa
Chief Negotiator, AALRR



Jennifer Williams
AEE Board Member




Sheree Valdoria
Special Projects Officer, Labor Relations



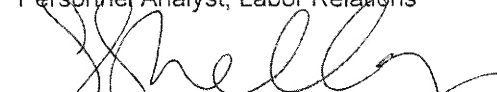
Tai Vu
AEE Board Member



Sarah Del Campo
Personnel Analyst, Labor Relations



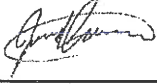
Giancarlo Moral
AEE Board Member



Sunita Shelly
Personnel Analyst, Labor Relations

Dillon O'Donohue

Dillon O'Donohue
AEE Board Member

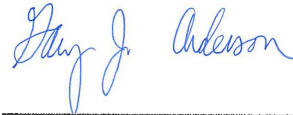


Jorge Castillo
AEE Board Member

Juan Arias

Juan Arias
AEE Board Member

APPROVED AS TO FORM:



Gary J. Anderson,
Assistant City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

ENGINEERING – BASIC

CIVIL ENGINEER
CIVIL ENGINEER - NC
CIVIL ENGINEERING ASSISTANT
CIVIL ENGINEERING ASSIST - NC
CIVIL ENGINEERING ASSOCIATE
CIVIL ENGINEERING ASSOC - NC
ELECTRICAL ENGINEER
ELECTRICAL ENGINEERING ASSOC (I)
ENGINEERING AIDE I
ENGINEERING AIDE II
ENGINEERING AIDE III
ENGINEERING AIDE I - NC
ENGINEERING AIDE II - NC
ENGINEERING AIDE III - NC
ENGINEERING TECH I
ENGINEERING TECH II
ENGINEERING TECHNICIAN I - NC
ENGINEERING TECHNICIAN II - NC
ENVIRON REMEDIATION SPEC I
ENVIRON REMEDIATION SPEC II
ENVIRONMENTAL SPECIALIST ASSOC
ENVIRONMENTAL SPEC ASSOC - NC
ENVIRONMENTAL SPECIALIST ASST
ENVIRONMENTAL SPEC ASST - NC
ENVIRONMENTAL SPECIALIST I
ENVIRONMENTAL SPECIALIST II
GEOGRAPHIC INFO SYS ANALYST I
GEOGRAPHIC INFO SYS ANALYST II
GEOGRAPHIC INFO SYS ANALYST III
GEOLOGIST I
GEOLOGIST II
MECHANICAL ENGINEER
MECHANICAL ENGINEERING ASSOC
PERMIT TECHNICIAN I
PERMIT TECHNICIAN II
PETROLEUM ENGINEER I
PETROLEUM ENGINEER II
PETROLEUM ENGINEERING ASSOC I
PETROLEUM ENGINEERING ASSOC II

ENGINEERING - BASIC

PLAN CHECKER - ELECTRICAL
PLAN CHECKER - ELECTRICAL I
PLAN CHECKER - ELECTRICAL II
PLAN CHECKER - FIRE PREVENTION
PLAN CHECKER - FIRE PREVENTION I
PLAN CHECKER - FIRE PREVENTION II
PLAN CHECKER - MECHANICAL
PLAN CHECKER - MECHANICAL I
PLAN CHECKER - MECHANICAL II
PLAN CHECKER - PLUMBING
PLAN CHECKER - PLUMBING I
PLAN CHECKER - PLUMBING II
PROJECT SCHEDULER I
PROJECT SCHEDULER II
SENIOR GEOLOGICAL DRAFTNG TECH
SENIOR SURVEY TECHNICIAN
SENIOR SURVEY TECHNICIAN - NC
STRUCTURAL ENGINEER
STRUCTURAL ENGINEERING ASSOC
STRUCTURAL ENGINEERING ASSOC - NC
SURVEY TECHNICIAN
SURVEY TECHNICIAN - NC
SURVEYOR
SURVEYOR - NC
TRAFFIC ENGINEER
TRAFFIC ENGINEERING AIDE I
TRAFFIC ENGINEERING AIDE II
TRAFFIC ENGINEERING AIDE I - NC
TRAFFIC ENGINEERING ASSIST - NC
TRAFFIC ENGINEERING ASSOC I
TRAFFIC ENGINEERING ASSOC II
WATER QUALITY PROCESS ENGR

ENGINEERING – SUPERVISORY

ASST CHIEF HARBOR ENGINEER
CHIEF SURVEYOR
CONSTRUCTION MANAGER
DEPUTY CHIEF HARBOR ENGINEER I
DEPUTY CHIEF HARBOR ENGINEER II
DEPUTY FIRE MARSHAL
GEOGRAPHIC INFO SYS SUPV
HARBOR MARINE ENGINEER
MANAGER OF RAIL TRANSPORTATION
PERMIT CENTER SUPERVISOR
PROGRAM SCHEDULER (I)
PROJECT ESTIMATOR
SENIOR CIVIL ENGINEER
SENIOR CIVIL ENGINEER - NC
SENIOR ELECTRICAL ENGINEER
SENIOR ENGINEERING TECH I
SENIOR ENGINEERING TECH II
SENIOR ENGINEERING TECH I - NC
SENIOR ENGINEERING TECH II - NC
SENIOR ESTIMATOR
SENIOR GEOLOGIST
SENIOR SCHEDULER
SENIOR STRUCTURAL ENGINEER
SENIOR MECHANICAL ENGINEER
SENIOR PETROLEUM ENGINEER
SENIOR PETROLEUM ENG ASSOC
SENIOR PROGRAM MANAGER
SENIOR PROGRAM MANAGER - WATER
SENIOR SURVEYOR
SENIOR TRAFFIC ENGINEER

APPENDIX B

LONG BEACH ASSOCIATION OF ENGINEERING

PAY RATES SCHEDULE

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

APPENDIX C
CITYWIDE SKILL PAYS

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS	AUTHORITY
502	ICC 01 - When possessing certifications issued by nationally recognized trades organizations that must be recertified and approved by the City Building Official or Fire Marshal. No more than one skill pay for each trade. (\$0.75 per hour for one specialty, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four special certifications).	Deputy Fire Marshal Permit Center Supervisor Permit Technician I Permit Technician II Plan Checker - Electrical Plan Checker - Electrical I Plan Checker - Electrical II Plan Checker - Fire Prevention Plan Checker - Fire Prevention I Plan Checker - Fire Prevention II Plan Checker - Mechanical Plan Checker - Mechanical I Plan Checker - Mechanical II Plan Checker - Plumbing Plan Checker - Plumbing I Plan Checker - Plumbing II	\$0.750	Hourly	Flat Rate	General City
503	ICC 02 - When possessing certifications issued by nationally recognized trades organizations that must be recertified and approved by the City Building Official or Fire Marshal. No more than one skill pay for each trade. (\$0.75 per hour for one specialty, \$1.00 for two, \$1.25 for three,	Permit Center Supervisor Permit Technician I Permit Technician II Plan Checker - Electrical Plan Checker - Electrical I Plan Checker - Electrical II Plan Checker - Fire Prevention Plan Checker - Fire Prevention I Plan Checker - Fire Prevention II Plan Checker - Mechanical Plan Checker - Mechanical I Plan Checker - Mechanical II Plan Checker - Plumbing Plan Checker - Plumbing I Plan Checker - Plumbing II	\$1.000	Hourly	Flat Rate	General City

	up to a maximum of \$1.50 per hour for four special certifications).					
504	ICC 03 - When possessing certifications issued by nationally recognized trades organizations that must be recertified and approved by the City Building Official or Fire Marshal. No more than one skill pay for each trade. (\$0.75 per hour for one specialty, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four special certifications).	Permit Center Supervisor Permit Technician I Permit Technician II Plan Checker - Electrical Plan Checker - Electrical I Plan Checker - Electrical II Plan Checker - Fire Prevention Plan Checker - Fire Prevention I Plan Checker - Fire Prevention II Plan Checker - Mechanical Plan Checker - Mechanical I Plan Checker - Mechanical II Plan Checker - Plumbing Plan Checker - Plumbing I Plan Checker - Plumbing II	\$1.250	Hourly	Flat Rate	General City
404	Bilingual - For regular and frequent use of certified oral and/or written bilingual skills.	Non-Management classifications in the current Salary Resolution represented by AEE	\$1.50	Hourly	Flat Rate	General City
564	ICC 04 - When possessing certifications issued by nationally recognized trades organizations that must be recertified and approved by the City Building Official or Fire Marshal. No more	Permit Center Supervisor Permit Technician I Permit Technician II Plan Checker - Electrical Plan Checker - Electrical I Plan Checker - Electrical II Plan Checker - Fire Prevention Plan Checker - Fire Prevention I Plan Checker - Fire Prevention II Plan Checker - Mechanical Plan Checker - Mechanical I Plan Checker - Mechanical II	\$1.500	Hourly	Flat Rate	General City

	than one skill pay for each trade. (\$0.75 per hour for one specialty, \$1.00 for two, \$1.25 for three, up to a maximum of \$1.50 per hour for four special certifications).	Plan Checker - Plumbing Plan Checker - Plumbing I Plan Checker - Plumbing II				
760	Long Beach Utilities Emergency Response Team (ERT) - When routinely and consistently assigned to the LBUD Emergency Response Team (ERT) to instruct personnel in safety procedures.	Non-management classifications	\$0.500	Hourly	Flat Rate	LB Utilities
846	CASP - When possessing a State (CA) Certified Access Specialist (CASp) certification and assigned to perform such duties.	Civil Engineering Assistant Civil Engineering Associate Civil Engineer Engineering Technician I-II Plan Checker - Plumbing Plan Checker - Mechanical Plan Checker - Electrical Senior Civil Engineer Senior Eng Technician I-II Senior Structural Engineer Senior Survey Technician Structural Engineer	\$1.500	Hourly	Flat Rate	General City
CX	Counter plan checking	Engineering Technician I Engineering Technician II	\$6.400	Per Diem Daily	Flat Rate	LB Utilities

S1/S2	Plan Check - When appropriately certified in the discipline of plumbing, mechanical or electrical inspection and assigned to perform as a Plan Checker in more than one specialty area.	Plan Checker Plan Checker - Electrical I-II Plan Checker - Fire Prevention Plan Checker - Fire Prevention I-II Plan Checker - Mechanical Plan Checker - Mechanical I-II Plan Checker - Plumbing Plan Checker - Plumbing I-II	\$4.000	Per Diem Daily	Flat Rate	General City
S1/S2	Structural Engineer - When possessing a California Structural Engineers License and assigned to perform Structural Engineering duties.	Civil Engineer Senior Civil Engineer	\$10.000	Per Diem Daily	Flat Rate	General City

SKILL AND OTHER PAYS LEGEND

SKILL PAY COLUMNS	DESCRIPTION
Code	<p>The code used to identify the other pay in the payroll system.</p> <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	<p>The description of the other pay, which includes requirements and other pertinent information.</p> <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	<p>The classifications eligible for the other pay.</p>
Amount	<p>The amount paid based on the rate type or basis.</p>
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	<p>The basis is a reference point used to compute the total amount.</p> <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.