

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH CITY ATTORNEYS ASSOCIATION
(CAA)**



OCTOBER 1, 2023 TO SEPTEMBER 30, 2026

Approved by City Council on October 24, 2023

MEMORANDUM OF UNDERSTANDING

Section I - Recognition 1

Section II - Term 1

Section III - Representational Time Off..... 1

Section IV - Representational Information 1

Section V - Compensation 1

Section VI - Overtime 3

Section VII – Paycheck Corrections 3

Section VIII - Health, Dental, Vision and Life Insurance..... 4

Section IX - Benefits Eligibility Date 6

Section X - Short Term and Long Term Disability 6

Section XI - Retirement 6

Section XII – Vacation Accrual Maximum 7

Section XIII – Personal Holiday Accrual Maximum 7

Section XIV – In Lieu Holiday Accrual Maximum 9

Section XV - Sick Leave..... 9

Section XVI – Bereavement Leave 10

Section XVII - Deferred Compensation 11

Section XVIII - Holidays 12

Section XIX - Executive Leave 12

Section XX - Paid Parental Leave..... 13

Section XXI - Jury Duty 14

Section XXII - 9/80 Schedule Policy 14

Section XXIII - Compensation Study..... 16

Section XXIV – Position Title Change..... 16

Section XXV - Term and Renegotiation 16

Section XXVI – Execution of Agreement 17

Appendix A- Positions Represented 19

Appendix B- Salary Schedule..... 20

MEMORANDUM OF UNDERSTANDING

Section I - Recognition, Purpose and Implementation

The City Attorneys Association is hereby recognized as the exclusive representative for employees of the City Attorney's Office in the positions indicated in Appendix "A", attached hereto and made a part hereof. The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

Section II - Term

The term of this Memorandum shall be for three years commencing October 1, 2023 and terminating at midnight on September 30, 2026.

Section III – Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code.

Each fiscal year, the Association shall receive a bank of one hundred hours (100) to be used for general Association business. Requests for approval of representational time off must be made to the Department of Human Resources (Labor Relations) in advance.

Section IV – Representational Information

The City shall provide the union with a demographic report which includes employee information, on a quarterly basis.

Section V - Compensation

The Salary Resolution will be amended to provide for the following salary increases for the classifications included in Appendix A on the effective date indicated:

- A. General Wage Increase for Non-Deputy City Attorney classifications:
 - 1. Effective the first day of the pay period that includes October 7, 2023, or the first full pay period following City Council adoption, whichever comes later all Non-Deputy City Attorney classifications shall receive a three and one quarter percent (3.25%) General Increase to the base hourly rate.
 - 2. Effective the first day of the pay period that includes October 1, 2024, all Non-Deputy City Attorney classifications shall receive a three and one quarter percent (3.25%) General

Increase to the base hourly rate.

3. Effective the first day of the pay period that includes October 1, 2025, all Non-Deputy City Attorney classifications shall receive a three and one quarter percent (3.25%) General Increase to the base hourly rate.

B. General Wage Increase for Deputy City Attorney classifications:

1. Effective the first day of the pay period that includes October 1, 2024, Deputy City Attorney classifications shall receive a three and one quarter percent (3.25%) General Wage Increase to the base hourly rate.
2. Effective the first day of the pay period that includes October 1, 2025, Deputy City Attorney classifications shall receive a three and one quarter percent (3.25%) General Wage Increase to the base hourly rate.

C. Step Placement and Progression (Deputy City Attorney I – III)

1. Effective November 4, 2023, or the first full pay period following City Council adoption, whichever comes later, Deputy City Attorneys will be appointed to a grade level, Deputy City Attorney I – III, at the agreed upon step in the seven-step salary schedule for their position.
2. Employees with satisfactory performance of employment shall advance to successive steps in the salary schedule based on their appointment date as follows:
 - a. Step 1 to Step 4: One (1) year paid equivalent hours (2,088 paid hours)
 - b. Step 4 to Step 7: Two (2) years paid equivalent hours (4,176 paid hours)
 - c. If an employee does not receive an evaluation (Unclassified Performance Feedback form) within thirty (30) calendar days after the step increase is due, the employee shall advance to the next successive step retroactive to the date the step increase was scheduled. The indicated seven (7) - step progression supersedes the pay for performance as indicated in the Salary Resolution and Personnel Policies and Procedures 3.6. (Performance-based Salary Step Increases).
 - d. In the event of a fiscal crisis, the City Manager reserves the right to suspend step advancement for the bargaining unit for the duration of a fiscal year.

D. One Time Ad-Hoc Payments

1. Effective November 4, 2023, or the first full pay period following adoption by City Council, whichever comes later, Employees whose salary increase is less than 2.16% upon appointment to a grade level and step placement onto the seven (7) - step salary schedule for Deputy City Attorney I – III, will receive a one-time bonus of \$4,000.
2. Effective November 4, 2023, or the first full pay period following adoption by City Council, whichever comes later, the following position, Legal Assistant – Subrogation, will receive a one-time bonus of \$1,000.

3. Effective the first day of the pay period including October 14, 2024, employees classified as Deputy City Attorney I – III, will receive a one-time bonus of \$2,750.

E. Bilingual Pay

Employees in the classification of General Liability Claims Adjuster I-III shall be eligible for bilingual pay of one dollar (\$1.00) per hour.

F. State Bar Association Dues

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

G. Mileage Reimbursement

Attorneys shall be entitled to mileage reimbursement in accordance with Administrative Regulation 4-2 and in such amounts as determined by the City Attorney.

Section VI - Overtime

Overtime is calculated based on FLSA requirements to only include time actually worked above 40 hours in a workweek. Further, during the term of this Agreement, the City will be reviewing its FLSA and overtime policies, ordinances and resolutions.

During the term of the Agreement, the parties agree to meet and confer over changes to the City FLSA related policies, ordinances and resolutions as required by the Meyers Miliias Brown Act. The City Attorney Bargaining Unit retains the right to negotiate to the fullest extent permitted by law.

Section VII – Paycheck Corrections

A. Underpayments

1. If an underpayment of 10% of base biweekly pay (8 hours) occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of biweekly pay. Otherwise, the correction shall be made in the next regularly issued pay cycle.
2. Departments shall process such requested corrections to Central Payroll within three (3) working days of discovery.
3. Central Payroll will issue a corrected or supplemental paycheck within three (3) working days after receiving the approved request from the department.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck corrections for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments requiring a repayment schedule.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by Financial Management. Such recovery shall not exceed 15% per

biweekly paycheck of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

3. Recovery of less than 15% of net pay will be processed in the pay period that the correction is made.

Section VIII - Health, Dental and Life Insurance Benefits

I. Permanent Full-Time Employees

- A.
 1. The City shall contribute by way of obligation for health, dental and life insurance benefits the maximum amounts for tiered enrollment (single, two-party, and family coverage) based on City Council approval of the annual benefits package for employees in permanent full-time positions (or permanent part-time positions).
 2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.
- B. Effective January 1st of each calendar year during the term of this agreement, and thereafter, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage.
 1. Employees with single or two-party 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%) or \$30 whichever is less, over the rates in effect in the prior year for the plan options selected.
 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps until the carryover amount is exhausted by adding it to the employee's portion.
 4. 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.

C. Health Insurance Advisory Committee

The City Attorneys Association shall have one member on the Health Insurance Advisory Committee. The representative shall be enrolled in one of the City's health plans. The parties agree to work through the HIAC to mitigate employee benefit program cost increases for each plan year.

D. Voluntary Life Insurance

1. In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Attorney will be provided a \$200,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said life insurance policies.
2. All other Bargaining Unit members will be provided a \$100,000 per year life insurance policy.
3. Because of tax consequences, the employees shall have the option of taking the City provided life insurance indicated herein, or additional life insurance not to exceed \$50,000. Should the employee choose the lower coverage, they cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

E. Physical Examinations

Employees in the classifications of Deputy City Attorney I - III may participate in the City's Executive Physical Program. Costs shall be paid by the City. Each year, employees who are eligible for Executive Physicals shall be notified by Human Resources when the program has commenced.

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 permanent part-time employee shall receive in any one fiscal year, payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section IX – 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 of 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 X- Short-Term & Long-Term Disability Benefits

Employees in the classification of Deputy City Attorney will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes. All other bargaining unit members may participate in this program at their discretion; however, they shall pay the full cost of all premiums.

Section XI- Retirement

A. Continuation of Retirement Benefits

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

B. PEPRA

Employees hired on or after January 1, 2013 who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.20.

Section XII – 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	Temporary Vacation Maximum Accrual**
Upon hire through 4 years, 5 months	3.70	96.2	288.6	384.8
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	480.5
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	512.7
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	545.0
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	576.2
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	608.4
19 years, 6 months or more	6.16	160.2	480.5	640.6

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

- A. The City has a three (3) year - vacation accrual maximum based on years of service completed. As a result of COVID – 19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire January 7, 2027. The vacation cap will revert to a three (3) year maximum effective January 8, 2027. See the above chart for illustrative purposes.
- B. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- D. Employees will not be allowed to have negative vacation hours.
- E. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- F. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.
- G. Time above accrual maximum on January 8, 2027: Employees over the three (3) year accrual maximum on January 8, 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum. For example, an employee with 5 years of service and 400 vacation accruals on 1/8/27, will not be eligible to accrue vacation until they are below the maximum of 360.4 vacation accruals.

Section XIII - 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 permanent full-time employees on a regular holiday schedule will receive four (4), eight-hour (8) personal holiday days (32.0 total hours) which will be advanced on the first accrual period of each calendar year. The personal holiday accrual is capped at sixty-four (64) hours. Although hours are advanced, employees are responsible for accruing said hours which will be at a rate of 1.24 hours per full pay period of paid time.
- B. Employees hired after the first accrual period of the year will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced four (4) personal holidays (32 hours) in accordance with the language above.
- C. Should an employee be at or near the accrual maximum on the first pay period of January (when hours are advanced), the employee will only receive hours up to the maximum. No additional personal holiday hours will be granted until January of the following year.
- D. Permanent part-time employees shall accrue personal holiday time at the rate of .924 hours for every 80 hours (approximately .012 per hour).
- 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 XIV – 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 fifteen (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 XV - Sick Leave

A. Sick Leave

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

Accrual Type	Hours Accrued per pay period	Annual Accrual
Sick Leave	3.70	96.2

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

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, they shall be entitled to use any accrued sick leave 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).

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

C. Continuation of Health Insurance for the 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 continued payments by the City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The retired 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 premiums shall continue until:

1. The spouse remarries;
2. The dependent child becomes 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; or
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section XVI - Bereavement Leave

- A. All employees who have been employed for at least 30 days before the leave commences, may take unpaid bereavement leave of up to five (5) days, 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, step children, step parents, 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 (3) months of immediate family member death, and the leave does not need to be taken consecutively.

- E. Permanent Full-Time and Permanent Part-Time Employees shall be eligible for up to three (3) paid bereavement leave (BL) 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 (BL) days per eligible family member death or critical illness (where death appears imminent), with a maximum of three (3) occurrences in a calendar year (up to fifteen (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, Executive Leave, 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 (up to a maximum of 24 hours per calendar year) to compensate for their bereavement leave. 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 XVII - Deferred Compensation

- A. Effective October 21, 2023, or the second full pay period following City Council adoption, whichever comes later, the City shall increase the deferred compensation contribution from seventy-five dollars (\$75) to two-hundred fifty dollars (\$250) per month for all bargaining unit employees.
- B. Except as provided under State and Federal Law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.
- C. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.
- D. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

Section XVIII - Holidays

- A. The following are City observed holidays:
1. New Year's Day – January 1st
 2. Martin Luther King Jr. Day – 3rd Monday in January
 3. Washington's Birthday – 3rd Monday in February
 4. Memorial Day – Last Monday in May
 5. Juneteenth – June 19th
 6. Independence Day – July 4th
 7. Labor Day – 1st Monday in September
 8. Election Day – First Tuesday after November 1st
 9. Thanksgiving – 4th Thursday in November
 10. Day after Thanksgiving – Friday after Thanksgiving
 11. Christmas Day – December 25th
 12. Personal Holiday Leave (32 hours)
- B. 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 on alternate work schedules may be required to apply leave accruals for each holiday that falls on a workday totaling more than eight (8) hours.
- E. 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.
- F. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week. The employee's regular day off shall not change and should remain as the regular day off as usual on the timesheet. The employee will code and observe the holiday (OH) on a different day within the same workweek on the timesheet.

Section XIX- Executive Leave

Persons holding the positions of Deputy City Attorney I - III, shall be eligible to be granted executive leave by the City Attorney in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. In addition, additional days of executive leave, not to exceed five days (40 hours) per calendar year, may be granted by the City Attorney at their sole and exclusive discretion.

Section XX - Paid Parental Leave

The City provides 160 hours of Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

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

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 160 hours 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 160 hours of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Paid Parental Leave will be taken as one hundred sixty hours (160 hours) intermittently or consecutively, at the employee's discretion, concurrently with FMLA, CFRA, and PDL, as applicable.
- 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 160 hours of Paid Parental Leave will begin on the first day of Paid Parental Leave used, and in no event shall exceed 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 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 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.

Section XXI - Jury Duty

Employees will be limited to 80 hours of paid jury time each calendar year.

Section XXII - 9/80 Schedule Policy

A. The City offers the 9/80 Work Schedule in order to provide a valuable employee benefit, support the City's Employee Commute Trip Reduction Program, and improve City operations by providing work schedule flexibility and enhancing employee morale. The guidelines for 9/80 schedules are as follows:

- The standard (5/40) work schedule is five (5) days per week, eight (8) hours per day.
- Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.
- Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular eight (8) hour per day schedule.

- A 9/80 consists of a total of eight (8), nine (9) hour days, one (1), eight (8) hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).
- Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their department's conditions for being granted a 9/80 work schedule.
- Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.

B. Business Hour Department Schedules – Regular Day Off (RDO)

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

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

Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9-hour workdays. The other alternating Monday or Friday will be considered the eight (8) hour workday. Once the designated regular day off is selected, it cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

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

C. 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.

Section XXIII - Compensation Study

The City agrees to conduct a salary/compensation study of the Legal Assistant – Subrogation, General Liability Claims Adjuster (Investigator), and Deputy City Attorney classifications using the traditional 10-benchmark. The results of the study will be-delivered to the Association no later than

April 15, 2026. The parties recognize that the results of the salary/compensation survey do not require the City to provide any level of compensation.

Except as otherwise provided herein, all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Attorneys Association shall remain in full force and effect during the term of this Memorandum of Understanding.

Section XXIV – Position Title Change

The Human Resources Department shall initiate the process to change the title for General Claims Liability Adjusters I-III to Claims Investigator I – III and shall provide the Union with an update by January 19, 2024. Note that this is not a guarantee that the change is possible.

Section XXV - 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 April 15, 2026 to May 15, 2026, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

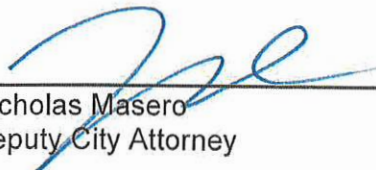
Section XXVI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this 18th day of December, 2023.

THE LONG BEACH CITY ATTORNEYS
ASSOCIATION




Victoria Adams
President, City Attorney Association




Nicholas Masero
Deputy City Attorney

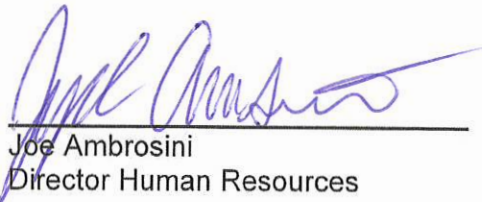
CITY OF LONG BEACH



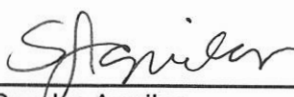
Thomas B. Modica
City Manager




Linda F. Tatum
Assistant City Manager




Joe Ambrosini
Director Human Resources



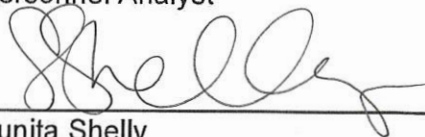
Sandra Aguilar
Acting Chief of Labor Relations



Sheree Valdivia
Special Projects Officer



Sarah Del Campo
Personnel Analyst



Sunita Shelly
Personnel Analyst

APPROVED AS TO FORM:

Gary J. Anderson

12/26/2023

Gary J. Anderson
Assistant City Attorney

APPENDIX A

Positions Represented:

Claims Investigator/Rep I
Claims Investigator/Rep II
Claims Investigator/Rep III
Deputy City Attorney I
Deputy City Attorney II
Deputy City Attorney III
General Liability Claims Adjuster I
General Liability Claims Adjuster II
General Liability Claims Adjuster III
Legal Assistant -Subrogation
Legal Records Mgmt Supervisor
Paralegal - City Attorney

APPENDIX B

PAY RATES AND STEP SCHEDULE
LONG BEACH CITY ATTORNEYS ASSOCIATION

MOU TERM OCTOBER 1, 2023 - SEPTEMBER 30, 2026

SALARY SCHEDULE

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