

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

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



OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

Approved by City Council on August 25, 2020

MEMORANDUM OF UNDERSTANDING

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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 four years commencing October 1, 2019 and terminating at midnight on September 30, 2023.

Section III - Compensation

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

A. Wages

1. Effective the first day of the pay period that includes April 1, 2020 all bargaining unit members shall receive a two and a half percent (2.5%) increase to the base hourly rate.
2. Effective the first day of the pay period that includes 9/30/2022, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.
3. Effective the first day of the pay period that includes 4/1/2023, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.

B. Equity Adjustments

1. Effective the first day of the first full pay period that includes September 30, 2021, the Deputy City Attorney and Legal Assistant – Subrogation classifications shall receive a two and a half percent (2.5%) equity adjustment.

2. Effective the first day of the first full pay period that includes September 30, 2022, the Deputy City Attorney and Legal Assistant – Subrogation classifications shall receive a one and a half percent (1.5%) equity adjustment. Effective the first day of the first full pay period that includes April 1, 2023, the Deputy City Attorney and Legal Assistant – Subrogation classifications shall receive a one percent (1%) equity adjustment.

C. Professional Incentive Retention Pay

1. Effective the first day of the first full pay period following City Council adoption, the City shall provide Professional Incentive Retention Pay as a one-time ad-hoc payment of nine hundred dollars (\$900.00) to all permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation, as outlined in Appendix D.
2. Effective the first day of the pay period that includes April 30, 2022, the City shall provide Professional Incentive Retention Pay as a one-time ad hoc payment of nine hundred dollars (\$900.00) to all permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation, as outlined in Appendix D.

D. Bilingual Pay

Effective the first day of the pay period that includes April 30, 2021, employees in the classification of General Liability Claims Adjuster I-III shall be eligible for bilingual pay of one dollar (\$1.00) per hour.

E. Professional Expense Reimbursement

Effective the first day of the pay period that includes September 30, 2021, bargaining unit members in the Workers' Comp Examiner I - III and Worker's Comp Med Only Examiner classifications are eligible for reimbursement up to six hundred dollars (\$600.00) to cover the cost of self-insurance certification or paralegal certification.

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 the City Salary Resolution and in such amounts as determined by the City Attorney.

H. Labor Cost Savings Re-opener

Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and CAA ("the parties") agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened in accordance with Appendix J on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

Section IV - 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 V - Health, Dental and Life Insurance Benefits

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

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

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 the agreement, and thereafter, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage.
1. Every January 1st during the term of this agreement, 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. Life Insurance

1. In addition to the life insurance currently provided all permanent City employees, employees in the classifications of Senior Deputy City Attorney will be provided at a benefit level equal to three times their full Annual salary to a maximum of \$500,000, and employees in the classification of Deputy City Attorney and Associate 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 Senior Deputy City Attorney, Deputy City Attorney, and Associate Attorney may participate in the City's Executive Physical

Program. Costs shall be paid by the City.

Section VI - Short-Term & Long-Term Disability Benefits

Employees in the classification of Senior Deputy City Attorney, Deputy City Attorney, and Associate 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 VII - 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 VIII - Sick Leave

A. Sick Leave Credits

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

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

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

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

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

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. Preservation of Sick Leave (Vacation) During Extended Leave

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

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

D. 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 IX - Deferred Compensation

- A. The City shall contribute \$75.00 each month for deferred compensation for all members of the bargaining unit.
- 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 X – Vacation

A. Vacation Allowance

<u>Service Completed</u>	<u>Equivalent Vacation Days Earned Per Year</u>
Upon hire through 4 years, 5 months (Upon hire through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18

18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more	20

- B. Effective the first full pay period of calendar year 2021, the City will implement a maximum vacation accrual based on years of service as detailed in Appendix F.
- C. Upon implementation of vacation accrual max, New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

Section XI - 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. Independence Day – July 4th
 6. Labor Day – 1st Monday in September
 7. Thanksgiving – 4th Thursday in November
 8. Day after Thanksgiving – Friday after Thanksgiving
 9. Christmas Day – December 25th
 10. New Holiday – Election Day (First Tuesday after November 1st) – Effective January 2021
 11. Personal Holiday Leave (32 hours)
- B. Effective the first full pay period of calendar year 2021, the City shall provide one additional City observed Holiday, Election Day (first Tuesday after November 1st), to eligible permanent full-time and permanent part-time employees.
- C. 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.
- D. For covered employees not on a holiday in lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1st will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January. A personal holiday accrual maximum shall be established effective calendar year 2021, in accordance with Appendix E.

- E. Employees on in-lieu schedules will continue to receive 9 holidays per year and 4 personal days for a combined total of 13 days (104 hours). Effective January 1, 2021, this shall increase to 14 days (112 hours). Holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off. Further, a holiday-in lieu accrual maximum shall be established effective calendar year 2021, in accordance with Appendix H.
- F. Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 hours.
- G. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, they shall owe the City two day's pay for the two personal holidays taken but not earned.
- H. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours on that day.
- I. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.
- J. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.
- K. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

Section XII - Executive Leave

Persons holding the positions of Senior Deputy City Attorney, Deputy City Attorney, and Associate Attorney 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 his sole and exclusive discretion.

Section XIII - Bereavement Leave

- A. Permanent full-time and Permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for their absence, and with the consent of the employee's department head, in the case of

death, or of critical illness where death appears imminent of such employee's immediate family member.

- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
- D. Bereavement leave must be taken within 60 days of immediate family member death.
- E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
- F. In addition to approved paid bereavement leave, eligible members under Section 1 above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
- G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section XIV - Paid Parental Leave

Subject to approval by City Council, the City of Long Beach proposes to implement a paid parental leave policy effective the first full pay period of calendar year 2021, see Appendix G.

Section XV - Jury Duty

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

Section XVI - 9/80 Schedule Policy

The City offers the 9/80 Work Schedule in order to provide a valuable employee benefit, support the City's Employee Commute Trip Reduction Program, and improve City operations by providing work schedule flexibility and enhancing employee morale. Effective the first full pay period following approval by City Council, the guidelines for 9/80 schedules will be implemented in accordance with Appendix I.

Section XVII - Compensation Study

The parties agree to jointly conduct a salary/compensation survey of the Workers' Compensation Claims Examiner, General Liability Claims Adjuster, Investigator, Legal Records Management Supervisor and Deputy City Attorney classifications using the traditional 10-benchmark agencies beginning on or before October 1, 2022. The results of the study will be shared with the Association and presented to the City Attorney. The purpose of the study is to provide information to the parties for successor MOU negotiations and will be updated by April 15, 2023. The updated study in April 15, 2023 shall include the Associate Attorney classification. 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 XVIII - Term and Renegotiation

The term of this MOU extension shall commence on October 1, 2019 and shall remain in effect through September 30, 2023. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

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 the City of Long Beach Municipal Code Section 3.94.030C. The parties agree that any changes to the MOU will be based on mutual agreement.

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, 2023 to May 15, 2023, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND THE LONG BEACH CITY ATTORNEYS ASSOCIATION

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

THE LONG BEACH CITY ATTORNEYS
ASSOCIATION



TAYLOR ANDERSON
President



ERIN WEESNER-MCKINLEY
Vice President

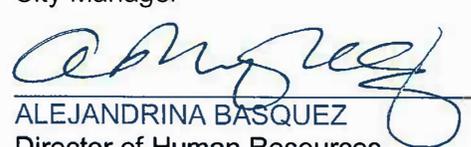
CITY OF LONG BEACH



CHARLES PARKIN
City Attorney



THOMAS B. MODICA
City Manager



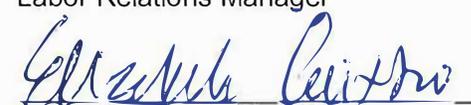
ALEJANDRINA BASQUEZ
Director of Human Resources



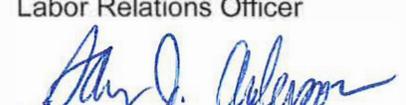
IRMA RODRIGUEZ MOISA
Chief Negotiator



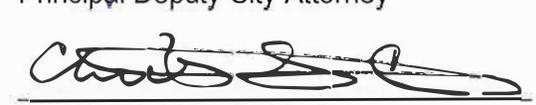
DANA ANDERSON
Labor Relations Manager



ELIZABETH CALIXTRO
Labor Relations Officer



GARY ANDERSON
Principal Deputy City Attorney



CHRISTIAN CAMBRIDGE
Administrative Analyst IV

APPENDIX A

A. Positions Represented:

Associate City Attorney*
Chief Investigator
Claims Adjuster
Claims Investigator/Rep I
Claims Investigator/Rep II
Claims Investigator/Rep III
Deputy City Attorney
General Liability Claims Adjuster I
General Liability Claims Adjuster II
General Liability Claims Adjuster III
Investigator I
Investigator II
Investigator III
Law Clerk - City Attorney
Legal Assistant -Subrogation
Legal Records Mgmt Supervisor
Paralegal - City Attorney
Records Manager-City Attorney
Senior Deputy City Attorney
Workers' Comp Claims Examiner I
Workers' Comp Claims Examiner II
Workers' Comp Claims Examiner III
Workers' Compensation Med Only Examiner

B. Associate City Attorney Classification

*Effective the first day of the first pay period that includes October 1, 2020, the City shall establish the following classification and range:

Proposed Classification	Range	CAA Bargaining Unit
Associate City Attorney	C00	City Attorney Association-SPCL

APPENDIX B

**PAY RATES AND STEP SCHEDULE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

MOU TERM OCTOBER 1, 2019 - SEPTEMBER 20, 2023

SALARY SCHEDULE

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

APPENDIX C

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE LONG BEACH
CITY ATTORNEYS ASSOCIATION**

STEP PROGRESSION CHANGES

- A. Effective the pay period that includes September 30, 2021, two (2) additional steps (Step 6 and Step 7) shall be added to the following classifications. Each step is equivalent to approximately a five percent (5%) increase above the preceding step as outlined in the City's salary schedule.
- Worker's Comp Examiner I
 - Worker's Comp Examiner II
 - Worker's Comp Examiner III
 - General Liability Claims Adjuster I
 - General Liability Claims Adjuster II
 - General Liability Claims Adjuster III
- B. Effective the first day of the pay period that includes September 30, 2021, employees in the positions outlined above (Section A) shall advance one (1) step.
- C. Following the implementation of the step advancement as outlined in above (Section B), employees will advance through regular step progression as outlined in the City Salary Resolution.

APPENDIX D

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

PROFESSIONAL INCENTIVE RETENTION

ONE-TIME PAYMENT

Eligible employees in the CAA bargaining unit shall receive two one-time ad hoc payments as follows:

- A. Effective the first full pay period following council adoption, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive Retention pay to permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation as outlined below.
- B. Effective the first day of the pay period that includes April 30, 2022, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive Retention pay to permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation as outlined below.

The following provisions apply to each of the one-time ad hoc payment listed above:

- 1. The one-time ad hoc lump sum payments are not considered regular compensation and do not include any compensation items such as, but not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation or overtime.
- 2. The one-time payments shall be off-salary schedule payments; payments shall not be reflected on the City's pay or salary schedules; and payments shall not be the basis upon which future salary increases will be calculated.
- 3. The one-time ad hoc payments shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.

APPENDIX E

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

PERSONAL HOLIDAY ACCRUAL MAXIMUM

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

PERSONAL HOLIDAY ACCRUAL

- A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.

- B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

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

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

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

- C. Use of personal holiday time is subject to supervisor and/or department head approval.

- D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.

APPENDIX F

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

VACATION ACCRUAL MAXIMUM

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

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

**Standard vacation accrual accruals only (not platoon schedule)*

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

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

APPENDIX G

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH CITY ATTORNEYS ASSOCIATION

PAID PARENTAL LEAVE

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

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

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

Purpose/Objective

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

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

Eligibility

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

Amount, Time Frame and Duration

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

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

Coordination with Other Policies

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

Requests for Paid Parental Leave

- The employee must provide 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.

Applicable MOU Provision(s)

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

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

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

APPENDIX H

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021, subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

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

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

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

APPENDIX I

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

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. Effective the first full pay period following approval by City Council the guidelines for 9/80 schedules will be as follows:

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

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 work days. The other alternating Monday or Friday will be considered the eight (8)-hour work day. 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.

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.

APPENDIX J

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE
LONG BEACH CITY ATTORNEYS ASSOCIATION**

LABOR COST SAVINGS RE-OPENER

- A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and CAA ("the parties) agree that during the period commencing September 1, 2020 and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

- B. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify CAA in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salaries and Compensation), Article Three (Paid Time Off Benefits) and Article Four (Benefits). The Association agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.

- C. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Miliias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and CAA representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.

- D. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the union agrees.

APPENDIX K

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH CITY ATTORNEYS ASSOCIATION

COST SAVING FURLOUGH FY 21

- A. To minimize layoffs during Fiscal Year 2021, the City and CAA agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full-time employees) will be taken during the pay period including October 1, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least 20 hours per week.
- B. Permanent full-time employees will be required to take two hundred and eight (208) hours of unpaid furlough and qualifying permanent part-time employees will be required to take one-hundred and four (104) hours of unpaid furlough on a scheduled business closure day, between the pay period including October 1, 2020 and the pay period including September 30, 2021. Furloughs will be scheduled eight (8) furlough hours per pay period for full-time employees and a minimum of four (4) hours per pay period for permanent part-time employees unless the appointing authority has approved an Alternate Furlough Plan. All permanent employees will be required to take the full number of furlough hours (208) or 104 hours for permanent part-time and those approved on the Alternate Furlough Plan.
- C. Most employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.
- D. For operations that require work shifts greater than eight (8) hours, employees can flex the remaining hours of their shift within the work week, use accruals for the remaining hours of their shift or request to take the remaining hours of the shift off unpaid with approval from the Department Head or appointing authority.
- E. Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Overtime will not be permitted within the same week as furlough hours unless approved by the appointing authority. Employees shall not use any paid time (e.g. vacation, in-lieu, banked time, etc.) to replace or supplement furlough day.

- F. Employees in assignments that will require overtime or revenue loss if the member is furloughed will be placed on the Alternate Furlough Option and be required to take one hundred and four (104) hours of an unpaid furlough between October 10, 2020 and the pay period including September 30, 2021. The City will provide the Union with a list of positions (if applicable), assignments and individuals to be included in this alternative approach to generate savings.

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

APPENDIX L

**LETTER OF AGREEMENT BETWEEN
THE CITY OF LONG BEACH AND THE LONG BEACH
CITY ATTORNEYS ASSOCIATION**

FURLOUGH PARITY LANGUAGE

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

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

APPENDIX M

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE LONG BEACH CITY ATTORNEYS ASSOCIATION

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach proposes to offer a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary. The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

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

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

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

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

*The effective date will be based on conclusion of meet and confer process and City procurement process.