

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH CITY PROSECUTORS
ASSOCIATION
(CPA)**



OCTOBER 1, 2023 TO SEPTEMBER 30, 2026

Approved by City Council on December 19, 2023

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MEMORANDUM OF UNDERSTANDING

Section I - Recognition, Purpose and Implementation

The City Prosecutors Association is hereby recognized as the exclusive representative for employees of the City Prosecutor's Office in the positions indicated in Appendix A, attached hereto, and made a part hereof. The purpose of the 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 - Salaries

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

- A. General Wage Increase
 1. Effective the pay period beginning November 18, 2023, the following classifications shall receive a six percent (6%) general wage increase to the base hourly rate:
 - Law Clerk – City Prosecutor
 - Law Clerk – City Prosecutor – NC
 - Paralegal – Prosecutor
 - Paralegal – Prosecutor – NC
 - Supervisor – Deputy City Prosecutor
 2. Effective the first day of the pay period that includes October 1, 2024, the following classifications shall receive a one percent (1%) general wage increase to the base hourly rate:
 - Law Clerk – City Prosecutor
 - Law Clerk – City Prosecutor – NC
 - Paralegal – Prosecutor
 - Paralegal – Prosecutor – NC
 - Supervisor – Deputy City Prosecutor

3. Effective the first day of the pay period that includes October 1, 2024, the following classifications shall receive a forty-five hundredths percent (0.45%) general wage increase to the base hourly rate:

- Deputy City Prosecutor
- Deputy City Prosecutor I
- Deputy City Prosecutor II
- Deputy City Prosecutor III
- Deputy City Prosecutor IV
- Deputy City Prosecutor - NC

4. Effective the first day of the pay period that includes October 1, 2025, the following classifications shall receive a one percent (1%) general wage increase to the base hourly rate:

- Law Clerk – City Prosecutor
- Law Clerk – City Prosecutor – NC
- Paralegal – Prosecutor
- Paralegal – Prosecutor – NC
- Supervisor – Deputy City Prosecutor

5. Effective the first day of the pay period that includes October 1, 2025, the following classifications shall receive a forty-five hundredths percent (0.45%) general wage increase to the base hourly rate:

- Deputy City Prosecutor
- Deputy City Prosecutor I
- Deputy City Prosecutor II
- Deputy City Prosecutor III
- Deputy City Prosecutor IV
- Deputy City Prosecutor - NC

6. Within three pay periods of City Council adoption of the successor CPA MOU, all bargaining unit members will receive a one-time non-pensionable bonus of one-thousand nine hundred dollars (\$1,900).

B. Equity Adjustment

Effective the pay period beginning December 2, 2023, the following classification shall receive a four percent (4%) equity adjustment:

- Supervisor – Deputy City Prosecutor

C. Step Placement and Progression

Effective the pay period beginning December 2, 2023, Deputy City Prosecutor I – IV will be appointed to an agreed upon step in the seven-step salary schedule for their position.

1. Deputy City Prosecutor I – II:

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: Six (6) months paid equivalent hours (1,044 paid hours)
- b. Step 4 to Step 7: One (1) year paid equivalent hours (2,088 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.

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

2. Deputy City Prosecutor III – IV:

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.

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

D. One-time Bonus Payments

1. Within three pay periods of City Council adoption of the successor CPA MOU, Deputy City Prosecutor I and Deputy City Prosecutor II will receive a one-time non-pensionable bonus of one-thousand six hundred dollars (\$1,600).
2. Effective the second pay period after October 1, 2024, Supervisor – Deputy City Prosecutor will receive a one-time non-pensionable bonus of two thousand five hundred dollars (\$2,500).
3. Effective the second pay period after October 1, 2024, Deputy City Prosecutor III and Deputy City Prosecutor IV will receive a one-time non-pensionable bonus of two-thousand dollars (\$2,000).

Section IV – Bilingual Pay

The City agrees that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to eligible employees. Bilingual skill pay shall be compensated at one dollar and fifty cents (\$1.50) per hour.

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

1. The employee has certified oral and/or written bilingual capacity in English and an additional eligible language. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager, or other appointing authority; and
2. The employee is assigned to a position that has been determined by a Department Head to benefit from bilingual ability, and to have frequent or significant interactions with the public (including vendors or city contractors) for the majority of the employee’s regular, daily course of duty. Bilingual skill pay will be provided for employees who have skills in American Sign Language when their interaction with the public (including vendors or city contractors) is in person, face-to-face.

The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay. Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager or other appointing authority and the Department Head on an as-needed basis. Employees pending approval for and/or approved for per diem compensation shall be responsible for tracking the use of bilingual skills to ensure accurate compensation.

Section V - 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.

Section VI - Health, Dental, Vision and Life Insurance Benefits

I. Permanent Full-Time Employees

- A. The City shall contribute by way of obligation for health, dental, vision, 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 or permanent part-time positions.
- B. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.
- C. Effective January 1st 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 the applicable coverage tier, and will not exceed the following amounts:
 1. Employees with single or two-party plan health coverage, shall pay thirty percent (30%) of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.
 2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.
 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase. 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, or the increase equals the cap, whichever is less.

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 VII - 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 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 VIII - Health Insurance Advisory Committee (HIAC)

The City Prosecutors Association shall have one member on the Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health plans. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for the duration of this agreement.

Section IX – On-the-Job Death Benefit

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

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

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

Section X - Retirement

A. Continuation of Retirement Benefits

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

B. Public Employees’ Pension Reform Act (PEPRA)

Employees hired on or after January 1, 2013, who are considered new members by CalPERS shall receive the miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522.60.

Section XI- Mileage Reimbursement

Deputy City Prosecutors shall be entitled to a transportation allowance in accordance with the City Salary Resolution.

Section XII - 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 a personal doctor or dental appointments or to attend to their ill or injured child (of any age), parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, siblings, or a designated person, in accordance with the California Family Rights Act (CFRA).

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

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

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

1. The 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 premium payment 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 XIII - Bereavement Leave

- A. All employees who have been employed for at least thirty (30) days before the leave commences, may take up to five (5) days of unpaid bereavement leave 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 the spouse/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step-siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting bereavement leave due to death or critical illness of an immediate family member may be required to provide documentation of the death or critical illness of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- D. Bereavement leave must be taken within three (3) months of immediate family member death, and the leave does not have to be taken consecutively.
- E. Permanent Full-Time and Permanent Part-Time employees shall be eligible for three (3) paid bereavement leave days per eligible family member death or critical illness (where death appears imminent), with a maximum of three (3) occurrences in a calendar year.

Effective January 1, 2024, permanent Full-Time and Permanent Part-Time employees shall be eligible for up to five (5) paid Bereavement Leave (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).
- F. 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. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).
- G. 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).

- H. All employees should code 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 XIV - Holiday Schedule

The following are City observed holidays:

1. New Year's Day	January 1
2. Martin Luther King Day	Third Monday in January
3. Washington's Birthday	Third Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	July 4
7. Labor Day	First Monday in September
8. Thanksgiving	Fourth Thursday in November
9. Day After Thanksgiving	Friday after Thanksgiving
10. Christmas Day	December 25
11. Personal Holiday Leave	5 days (40 hours)

- A. Due to the unique operations of the City Prosecutor's Office, eligible permanent full-time and permanent part-time employees represented by the CPA receive an additional Personal Holiday in lieu of the City observed Election Day for a total of five (5) Personal Holidays yearly.
- 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. In no instance will employees receive more than fourteen (14) holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph B above.
- D. 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.
- E. Employees on alternate work schedules may be required to apply eligible leave from accruals, such as Vacation or Personal Holiday for each holiday that falls on a 9-hour workday totaling more than eight (8) hours.
- F. Alternatively, supervisors may give their employees the option of working the additional time during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave accruals.
- G. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for

the holiday, within the same work week. The employee’s regular day off shall not change and should remain as the regular day off as usual on the timesheet. The employee will code and observe the holiday (OH) on a different day within the same workweek on the timesheet.

Section XV – Vacation Accrual Maximum

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

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

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

- A. The City has a three (3) year vacation accrual maximum based on years of service completed. As a result of COVID – 19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 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 (above) 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 XVI – Personal Holiday Accrual Maximum

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

Personal Holiday Hours	Hours Advanced	Hours Accrued Per Pay Period	Accrual Maximum
Regular Schedule	40.0	1.54	80.0

- A. All permanent full-time employees on a regular holiday schedule will receive five (5) eight-hour (8) personal holidays (40.0 total hours). The personal holiday accrual is capped at eighty (80) hours. Although hours are advanced, employees are responsible for accruing said hours which will be at a rate of 1.54 hours per full pay period of paid time.
- B. Employees hired after the first accrual period of the year will be credited with 1.54 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced five (5) 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 1.15 hours for every 80 hours (approximately 0.014 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 XVII - Short-Term (STD) and Long-Term Disability (LTD) Benefits

Employees in the classification of Deputy City Prosecutor 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.

Section XVIII - Life Insurance

A. Life Insurance benefits apply as follows:

1. In addition to the life insurance currently provided all permanent City employees; employees in the positions of Deputy City Prosecutor, Deputy City Prosecutor I, Deputy City Prosecutor II, Deputy City Prosecutor III, and Deputy City Prosecutor IV will be provided a \$200,000 life insurance policy. The City will pay the full cost of the annual premiums for said \$200,000 life insurance policy. Because of tax consequences, newly hired and existing employees shall have the option of accepting a reduced employer-paid life insurance amount not to exceed \$50,000, in lieu of the \$200,000 policy granted in this MOU. Should the employee choose the lower coverage, the employee 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 higher coverage at a later date.
2. Other members of the bargaining unit shall be provided a \$100,000 life insurance policy. Because of tax consequences, newly hired and existing employees shall have the option of accepting a reduced employer-paid life insurance amount not to exceed \$50,000, in lieu of the \$100,000 policy granted in this MOU. Should the employee choose the lower coverage, the employee 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 higher coverage at a later date.

Section XIX - Jury Duty

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

Section XX - Paid Parental Leave

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

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

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to one hundred sixty (160) hours taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

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

Eligibility

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

Amount, Time Frame and Duration

- Employees will be eligible for up to one hundred sixty (160) hours of Paid Parental Leave at employee's adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two weeks prior to and at any time during the twelve-month period immediately following the birth, adoption, or placement of a child with the employee.
- The one hundred sixty (160) hours of Paid Parental Leave will begin on the first day of Paid Parental Leave used, and in no event shall exceed 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).

- Paid Parental Leave will be taken as one hundred sixty (160) hours intermittently or consecutively, at the employee's discretion, concurrently with FMLA, CFRA, and PDL, as applicable.
- In no case will an employee receive more than one hundred sixty (160) hours of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA, and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's one hundred sixty (160) hours of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resources Department forms and provide all documentation as required by the Human Resources Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program's impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Section XXI - Deferred Compensation

- A. The City shall contribute \$75 each month for deferred compensation for all members of the bargaining unit. Effective the third pay period following City Council adoption, the contribution shall increase from seventy-five dollars (\$75) to one hundred fifty dollars (\$150) each month.

- 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 XXII - Mandatory Continuing Legal Education (MCLE)

The City shall reimburse, through the office of the City Prosecutor, up to \$180.00 per fiscal year for Mandatory Continuing Legal Education (MCLE) fees. Reimbursement shall only be for attendance of MCLE courses that are directly related to the job of Deputy City Prosecutor, as required to maintain a license to practice law in the State of California.

Section XXIII - Executive Leave

Persons holding the position of Deputy City Prosecutor shall be eligible to be granted executive leave by the City Prosecutor in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. Additional days of executive leave, not to exceed five (5) days forty (40) hours per calendar year, may be granted by the City Prosecutor at their sole and exclusive discretion.

Section XXIV - Work Schedules/Hours of Work

- A. Increments of time reporting
Hours worked shall be accounted for in increments of six (6) minutes.
- B. Bargaining Unit members work a seven-day FLSA work week (168 recurring hours).
- C. Meal Period: Each employee shall observe a one (1) hour meal period each shift. A shorter meal period may be approved by the Department Head / or designee if it is determined to be operationally advantageous.
- D. Work Schedules
 - 1. Standard Work Schedule
The standard (5/40) work schedule shall be defined as working five (5) eight (8) hour days, Monday through Friday totaling a forty (40) hour work

week. Employees working the standard (5/40) schedule shall have an FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on Friday

2. Alternate Work Schedules

For employees working a 9/80, alternate work schedule the FLSA work week shall begin exactly in the middle of their 8-hour shift on the day of the week which constitutes their alternate day off. The guidelines for 9/80 schedules will be as follows:

- a. Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.
- b. Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.
- c. 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).
- d. Participation in a 9/80 Work Schedule is a benefit, not a right, and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.
- e. Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
- f. 9/80 work schedules will be limited to four schedules available for non-24 hour facilities. They include:
 - 1st Friday of the Pay Period as the Regular Day Off
 - 2nd Friday of the Pay Period as the Regular Day Off
 - 1st Monday of the Pay Period as the Regular Day Off
 - 2nd Monday of the Pay Period as the Regular Day Off
- g. Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays, and Thursdays are nine (9) hour workdays. The other alternating Monday or Friday will be considered the eight (8) hour workday.
- h. Once the schedule has been designated, an employee's RDO or 8-hour workday cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted

above.

- i. With Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off or eight (8) hour workday.
 - j. Hours for a 9/80 employee will be assigned by the department.
 - k. The alternating eight (8)-hour day/regular day off must begin and end at the same time each work week.
 - l. Work Schedules may be changed by the department to accommodate providing service to the community. A change in regular work hours requires a minimum of ten (10) days' notice.
3. Other Work Schedules

Other alternate work schedules may be approved by the Department Head or designee if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity, and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

E. Work Schedule Approvals

Alternate Work Schedules (work schedules other than the standard 5/40 work schedule) must be approved by the Department Head or designee. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10, or other schedule) with seven (7) calendar days' notice.

Section XXV – Overtime & Compensatory Time

A. Increments of Time Reporting

Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

B. Federal Labor Standards Act (FLSA) Overtime

The City will calculate overtime based on FLSA requirements to only include time actually worked for bargaining unit members eligible to receive FLSA overtime. 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's FLSA related policies, ordinances, and resolutions as required by the Meyers Milias Brown Act. The City Prosecutors Bargaining Unit retains the right to negotiate to the fullest extent permitted by law.

C. Compensatory Time Off

1. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of forty (40) hours.
2. Banked overtime credits shall not exceed 40.0 expanded hours for any employee at any one time.

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

3. Employees will be paid for all accrued CTO with the final pay period of each calendar year and in the pay period of a general salary increase (GI), at the rate immediately preceding the GI. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee on the pay period of their promotion, at the rate immediately preceding the promotion.
4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted at the discretion of the supervisor or manager responsible for considering the request.
5. Department Heads or designees retain the sole discretion in granting the request to accrue CTO or paying it as overtime worked.
6. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
7. All banked time-off hours not taken prior to the effective date of a salary range decreases which results in a lower pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

Section XXVI - Economic Crisis Clause

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

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

Section XXVII - Term and Renegotiation

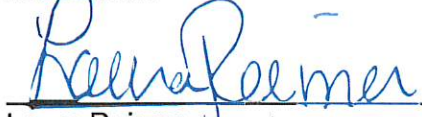
The term of this MOU shall commence on October 1, 2023, and shall remain in effect through September 30, 2026. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

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 XXVIII – Execution of Agreement

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

Long Beach City Prosecutors
Association



Laura Reimer
President

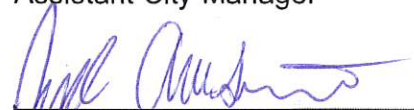
City of Long Beach



Thomas B. Modica
City Manager



Linda F. Tatum
Assistant City Manager



Joe Ambrosini
Director of Human Resources



Sandra Aguilar
Acting Chief of Labor Relations



Sheree Valdoria
Special Projects Officer, Labor
Relations



Sarah Del Campo
Personnel Analyst, Labor
Relations

APPROVED AS TO FORM:



Gary J. Anderson,
Assistant City Attorney



Sunita Shelly
Personnel Analyst, Labor
Relations

APPENDIX A

LIST OF POSITIONS REPRESENTED BY BARGAINING UNIT

City Prosecutors Association – SPCL:

Deputy City Prosecutor
Deputy City Prosecutor I
Deputy City Prosecutor II
Deputy City Prosecutor III
Deputy City Prosecutor IV
Deputy City Prosecutor – NC
Supervisor - Deputy City Prosecutor

City Prosecutors Association:

Paralegal - City Prosecutor
Paralegal - City Prosecutor – NC
Law Clerk - City Prosecutor
Law Clerk - City Prosecutor – NC

APPENDIX B

PAY RATES AND STEP SCHEDULE
LONG BEACH CITY PROSECUTORS ASSOCIATION MOU

TERM OCTOBER 1, 2023 - SEPTEMBER 20, 2026

SALARY SCHEDULE

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

APPENDIX C: SKILL PAYS

560	Bilingual - For regular and frequent use of certified oral and/or written bilingual skills.	Classifications represented by CPA	\$1.50	Hourly	Flat Rate	General City
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SKILL PAY COLUMNS	DESCRIPTION
Code	<p>The code used to identify the other pay in the payroll system.</p> <ul style="list-style-type: none"> • Numerical codes are used on the HR-1 to add the other pay to an employee's pay (adjusted rate). • Letter codes are used to apply the pay on the employee's timesheet. • Numerical codes that can also be applied on a per diem basis will use S1/S2 on the timesheet.
Description	<p>The description of the other pay, which includes requirements and other pertinent information.</p> <ul style="list-style-type: none"> • Pays marked with a "T" are considered terminal. Any current employee receiving the pay will not be impacted, however, no other employee may receive the pay.
Classification	The classifications eligible for the other pay.
Amount	The amount paid based on the rate type or basis.
Rate Type	<ul style="list-style-type: none"> • Hourly represents the amount paid per hour. • Per diem hourly rates shall be the hourly rate times the number of regular hours an employee works in a day. • Per diem daily rates are a flat daily rate, no matter how many hours the employee works per day. <p>Occupational skill pays shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis. If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional pay shall be paid at a per diem rate, and said per diem skill pay shall be paid for each workday that said employee actually performs said occupational skill.</p>
Basis	<p>The basis is a reference point used to compute the total amount.</p> <ul style="list-style-type: none"> • Flat rate is the amount paid by the rate type. • Percentage pays identify the basis used to calculate the other pay. Percentage pays will change anytime there is an increase to the pay identified in the basis.