

LBAEE

Monthly Newsletter

April 2026 News

LBAEE UPDATES

- LBAEE will soon open nominations for upcoming elections for VP, Executive Assistant and Group A (Building & Safety), C (Public Works), E (Harbor CM & Survey), F (Energy/Fire/Airport) Directors.
- AEE conducted a pre-bargaining survey to identify priorities for the upcoming MOU negotiations and is working on the first proposal draft. Our first official meeting with the City is scheduled in May.
- LBAEE reviewed updated bulletins for Project Scheduler I-II and Senior Civil Engineer.
- LBAEE met with Utilities Department about their intention to move forward with aligning personnel policies and discontinuing the former Water Department Handbook personnel policies.
- LBAEE met with council members, Harbor CEO and Commissioners to maintain and strengthen relationships as they become more aware of AEE priorities.
- LBAEE is organizing a social mixer to meet, mingle and unwind. Details below.

Board of Directors and Negotiating Team Members

Henry Curtis, President
henry@lbaee.org

Jonathan Williams, Vice-President
jonathan_williams@lbaee.org

Chris Semiar, Treasurer
chris.semiar@lbaee.org

Jason Machado, Executive Assistant
jason.machado@lbaee.org

Tai To, Representative Building & Safety
tai@lbaee.org

Gina Morel, Representative Culture
gina.morel@lbaee.org

Walter Kamigaki, Representative Public Works
walter.kamigaki@lbaee.org

Jerry Cusick, Representative Harbor
jerry.cusick@lbaee.org

Juan Aris, Representative CM & Survey (Harbor)
juan.aris@lbaee.org

Anita Musher, Representative Energy / Fire & Civil Infrastructure
anita.musher@lbaee.org

Chad Negamani, General Manager

**Thank you
for your
support!**



Long Beach Association of Engineering Employees (LBAEE) Bargaining Update

Our current Memorandum of Understanding expires September 30th and our Board is now well into the planning process for the upcoming negotiations. We sent the City a letter requesting to open MOU negotiations and we have our initial meeting scheduled for May 4th.

We also distributed a pre-bargaining survey to help us identify your priorities. Thanks to everyone who completed the survey. Your feedback and input is critical to helping us secure the best contract possible.

The team is revising our initial package in light of the member feedback and we plan to have it finalized shortly. It is clear everyone is focused on increasing salaries – both through annual Cost of Living Adjustments and Equity Adjustments for positions that are below market. As we mentioned previously, we received updated compensation data from the City, consistent with the terms of our current MOU, and potential increases are needed to catch up and stay pace with the current state of the labor market and the rising cost of living.

As soon as there are meaningful exchanges, we promise to report these. Feel free to contact any member of the team for more detailed information. *Thank you for your support!*





Time for a Vacation! The Benefits of Paid Time Off.

As the weather heats up, and school breaks for spring and summer, many workers take a well-deserved vacation. This is particularly true for workers with children who have spring breaks and summers off. This is good news! Vacation benefits are designed so employees detach from work. A break from the workplace and your daily responsibilities is good for you.

Studies show that workers who take vacations are more productive at work and have better overall health than those who avoid using their vacation days. Vacations replenish the mind and reduce the physical effects of stress on the body. Longitudinal studies show, for example, that those who improved their lifestyles but shortchanged their vacations still had a higher mortality rate – they were *37% more likely* to die prematurely than those who took three weeks or more of vacation annually. But these health benefits assume you detach from work. Working remotely is not the same as taking vacation. With the rise of remote work, it has become even more common for people to perform work tasks – including emails, calls, and virtual meetings – while on vacation.

So, why don't workers take more time off? According to the Bureau of Labor Statistics, the average employee works 20 years before earning 20 days, or roughly one month, of paid vacation annually. Even for those who have paid time available, many still put it off because they cannot afford it, have too much work, or have too many family obligations. In surveys about why workers do not take more vacations, people often say they fear returning to a mountain of work. Many also say they cannot financially afford to go away for a vacation. Younger workers typically point to their financial situation and workload, while older workers are more likely to identify family obligations.

If you cannot detach for one long break, many studies still recommend that you take vacation twice a year to improve health benefits. The most important thing is that it is regular, and you do not start skipping. The worst health effects are shown for people who do not take a vacation for several years.

Your Legal Rights to Vacation Time

Despite the mountain of evidence showing the health and productivity benefits of taking a vacation, you might be surprised to know that, even in 2026, there is still no state or federal law that requires employers to provide paid vacation benefits. The subject, however, is negotiable. At least in California, almost every public employee organization

has secured some form of paid vacation benefits for their members. The terms and conditions governing those benefits are typically found in the MOU or personnel rules.

If your employer does provide vacation benefits, state law offers some legal protection. Under California law, earned vacation time is considered wages, and vacation time is earned, or vests, as labor is performed. For example, Labor Code §227.3 says that employers cannot take away any earned vacation or paid time off (PTO) benefits once accrued. If you accrue vacation hours, the employer must also pay out your vacation when you separate employment at your hourly rate in effect at the time of separation. Your earned vacation time must be paid upon separation, regardless of the reason, even if you are terminated for cause. (*Suastez v. Plastic Dress Up* (1982) 31 Cal.3d 774). Labor Code §227.3 says “all vested vacation shall be paid” upon separation at the “final rate” then in effect, and that no contract or policy can “provide for forfeiture of vested vacation time upon termination.” The Labor Commissioner “shall apply the principles of equity and fairness” when resolving “any dispute with regard to vested vacation time.”

The employer can place a reasonable limit on vacation that prevents an employee from earning more time once they accrue a threshold number of hours. (*Boothby v. Atlas Mechanical* (1992) 6 Cal.App.4th 1595). The law does not require a specific cap. The law also does not mandate a specific accrual rate. Most employee organizations have negotiated for a graduated scale, where employees accrue at a faster rate based on seniority. For example, newer employees accrue 80 hours (or 2 weeks) per year, while workers with more service time with that employer accrue 160 hours (or 1 month) of vacation annually. Both the cap and accrual rate are negotiable.

These days, with a strong labor market and many agencies still wrestling with recruitment and retention concerns, it is not surprising that both labor and management want to improve these benefits. An employee organization does not have to negotiate an equal increase for everyone. For example, if an employer is having a hard time recruiting, an employee organization might negotiate to increase the accrual rate for newer employees or count other public service towards years of service. Although most prospective employees will look at salary and health insurance as the primary factors when choosing where to work, a higher accrual rate can help, especially when other factors are largely equal. This is especially so if the new employee comes from another public agency, where they may already accrue at a much higher rate than what is currently offered to new hires. On the other hand, if an employer is having a hard time keeping workers with many years of service, an employee organization can negotiate to raise the maximum accrual rate or the cap. This can help retain employees who might otherwise leave for a slightly higher salary elsewhere.

Having banked vacation time does not mean you have a right to use it whenever you want. Management may require you to submit a “request” to use vacation. Management usually retains discretion over whether to grant or deny any specific request. Employers must balance managing operations with allowing employees to use a negotiated benefit. Depending on the work environment, there may be a specific procedure to follow (*e.g.*, seniority, a bidding system, or first-come-first served). Most policies require advance notice and prior approval to use vacation. If you plan to take time off later this year, submit your request as soon as possible. Do not wait!

Although California law says unused vacation must be cashed out at separation, this does not mean workers can cash out vacation whenever they want. Check your MOU and personnel rules. Some employee organizations have negotiated for an annual “cash-out” of vacation. The terms of any annual cash-out program are negotiated; however, they must still comply with applicable IRS regulations governing annual leave cash-out policies.

What to Do if Your Rights Are Violated

If you think your legal rights to vacation have been violated, contact your employee organization or professional staff. They can help you figure out what to do next. For a Labor Code violation, an employee can file a wage claim with the California Labor Commissioner and the Department of Labor Standards Enforcement (DLSE). This may be a viable pursuit if your employer has an unlawful policy, such as a “use it or lose it.” The Department also publishes a “Frequently Asked Questions” about vacation benefits. You can learn more at: [Vacation Q&A](#)

If your rights under the MOU or personnel rules were violated, you may have a grievance. Filing a grievance is often the quickest and most effective way to resolve a violation, even for statutory violations. For example, if your employer unreasonably or repeatedly denies you the ability to use vacation, you may be able to resolve this quickly by filing a grievance.

The employer also cannot change the rules as they wish. If management wants to change vacation benefits or the terms governing their use, it must provide the employee organization with notice and an opportunity to negotiate. Changes to terms and conditions of employment are subject to bargaining with the employee organization. If your employer violated your employee organization’s bargaining rights, your employee organization can file an unfair practice claim with the state Public Employment Relations Board (PERB). PERB can order the employer to rescind the change, restore the status quo, make employees “whole” for any violation, and require the parties to negotiate over any proposed change. If you want more time off (*e.g.*, a higher accrual rate or higher cap) or

better rules on using vacation (e.g., seniority or bidding), contact your employee organization. Improvements can be proposed in the next MOU negotiation.

News Release - CPI Data!

The U.S. Department of Labor, Bureau of Labor Statistics, publishes monthly consumer price index figures that look back over a rolling 12-month period to measure inflation.

2.4% - CPI for All Urban Consumers (CPI-U) Nationally (from February)

2.7% - CPI-U for the West Region (from February)

2.9% - CPI-U for the Los Angeles Area (from February)

2.5% - CPI-U for San Francisco Bay Area (from February)

3.2% - CPI-U for the Riverside Area (from January)

2.6% - CPI-U for San Diego Area (from January)

Is Alcoholism a “Workplace Disability”?

Legally-speaking, under the federal Americans with Disabilities Act (ADA) and the state California Fair Employment and Housing Act (FEHA), alcoholism may be recognized as a disability, triggering requirements for an employer to provide workplace accommodation. If an alcoholic is otherwise able to perform the essential functions of the job, they may request a “reasonable accommodation.” This might be a modified work schedule to attend Alcoholics Anonymous or similar group meetings, or a leave of absence for a stay at a residential detox center. The employer may be required to provide such accommodation unless doing so is an “undue burden.”

This does not mean that an employer must allow an employee who is under the influence to remain at work, or that alcoholic employees are protected from discipline (especially if under the influence at work). Legal decisions concerning individuals with “substance-related” illnesses are complex. However, it is clear an employer is not required to tolerate poor performance or misconduct from an alcoholic employee -- particularly if the employer would punish other employees who are not disabled for the same misconduct. If alcohol use adversely affects job performance, contributes to misconduct, or results in mistreatment of others on-the-job, an individual’s status as “disabled” won’t shield them from discipline unless the employer is using the

medical condition to treat the worker more harshly than a non-alcoholic employee for the same or similar conduct.

Questions & Answers about Your Job

Each month we receive dozens of questions about your rights on the job. The following are some GENERAL answers. If you have a specific problem, talk to your professional staff.

Question: I work in the Police Department. Over a year ago, they began an administrative investigation into an alleged act of misconduct that a coworker filed against me. I was interviewed and never heard back if the investigation was closed. Now I hear rumblings they will issue disciplinary action against me. I have not received notice yet. The coworker who filed the complaint no longer works here. How can I defend myself from the allegations given how long it took the Department to address it? What recourse do I have?

Answer: The employer must follow the negotiated procedure. Check your MOU and personnel rules to see what specific protection you have. For example, you may be entitled to notice of the charges, all materials upon which it is based, and the opportunity to respond orally or in writing before the discipline takes effect. For major discipline (suspensions more than 5 days, demotions, terminations), you may have a right to an evidentiary hearing before a reasonably impartial third party. This is the minimum due process required under state and federal

law for permanent public employees who are not on probation or at-will. An employer must prove you committed the alleged misconduct by a preponderance of the evidence (more likely than not), and that the penalty is appropriate.

At the evidentiary hearing, formal rules of evidence used in court proceedings do not strictly apply. This means it is possible for the employer to put on a case even if your co-worker is no longer employed with your employer and may not be available to testify against you. However, the lack of any effective cross-examination in such instances means the employer will need more evidence than simply a hearsay statement from your former co-worker. If the employer cannot produce other credible evidence (e.g., witness testimony or corroborating reports), you may be able to overturn or mitigate any proposed discipline.

The Meyers-Milias Brown Act, *Gov't Code §3508.1*, provides additional safeguards for police employees. A "police employee" is defined to include civilian employees of the police department of any city. "Police employee" does not

include public safety officers. With respect to any police employee, no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct *if the investigation is not completed within one year* of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. If the public agency determines that discipline may be taken, it shall complete its investigation and notify the police employee of its proposed disciplinary action *within that year*.

The law provides exceptions to this one-year requirement. For example, if the alleged misconduct is also the subject of a criminal investigation or criminal prosecution, the one-year period is tolled during the criminal investigation or criminal prosecution. Other exceptions include multijurisdictional investigations, matters that involve civil or criminal litigation in which the police employee is named as a party defendant, and investigations that involve alleged workers' compensation fraud on the part of the police employee. The police employee may also waive the one-year limitation in writing. Also, the one-year period may be reasonably extended if the investigation involves more than one employee. If the investigation involves an employee who is incapacitated or otherwise unavailable, the time during

which the person is incapacitated or unavailable will toll the one-year period.

If the employer decides to impose discipline, the employer shall notify the police employee in writing of its decision, including the date that the discipline will be imposed, within 30 days of its decision, except if the police employee is unavailable for discipline. The law also allows the employer to re-open an investigation against a police employee if significant new evidence has been discovered that is likely to affect the outcome of the investigation, *and either* (1) the evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency, *or* (2) the evidence resulted from the police employee's pre-disciplinary response or procedure.

You have the right to union representation during any disciplinary proceedings. Contact your employee organization or professional staff if you receive disciplinary paperwork, or if the employer wants to interview you again.

Question: AB339 requires a 45-day review period for contracting out. We are curious if that timeline can be shortened because, for example, the employee organization agrees with the proposed contracting out, or acknowledges that the proposed scope of work is not bargaining unit work. In those cases, having to wait for the full 45-day period could be a potential

hindrance on operations if we do not have a simple and effective way to keep things moving forward after we confirm we have no issues. How are we supposed to address this situation?

Answer: In short, the employee organization can waive any portion of the notice period. This would allow the employer to move forward with the contract or renewal without having to wait the full 45-days.

AB 339 added Section 3504.1 to the Government Code (the Meyers-Milias Brown Act). The law says public agencies “shall give the recognized employee organization *no less than* 45 days’ written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract, to perform services that are within the scope of work of the job classifications represented by the recognized employee organization.” The law provides an exception *for emergencies or other exigent circumstances* that prevent the public agency from providing the full 45-days. In such instances, the public agency shall provide as much advance notice *as is practicable* under the circumstances.

The law does not specifically say that the employee organization can waive the notice period, but it also does not specifically say that the employee organization *cannot* waive the notice period. The intent behind this timeframe is to give employee organizations a

meaningful opportunity to review the proposal, request relevant information, and determine whether the work involves bargaining unit duties or raises meet-and-confer obligations. The review period itself is intended to promote transparency and ensure that employee organizations have a fair opportunity to understand what work is being proposed for contracting out and how it may affect bargaining unit members. Since the purpose of the notice is to protect the employee organization from contracting out, it is reasonable to conclude that any ambiguity in the law concerning waivers should be read to allow the employee organization to waive any portion of the 45-day notice period. The affected employee organization is also likely the only person or entity that can legally challenge the public agency’s failure to provide the full 45-days. An employee organization that waives the 45 days and then later brings a legal claim for the public agency not giving the 45-days would likely be prohibited from pursuing the legal claim because of its own waiver.

In practice, the employee organization may notify the employer in writing that it has completed its review and does not intend to request additional information regarding the proposed contract or renewal. The employee organization can tell the public agency it can proceed without waiting the full 45 days.

However, an employee organization should exercise caution in waiving any

portion of the notice period. An employee organization should do so only after it concludes the public agency has otherwise complied with AB 339, that no further information is needed, and that the proposed contract or renewal does not adversely affect the bargaining unit or does not involve bargaining unit work. This is more likely to occur with renewals of existing contracts than with any initial contract. A waiver should be in writing and must be clear and unmistakable. Contact your professional staff if you are unsure how to communicate a waiver of the notice requirement to the employer.

Question: We have a sick leave buyback program in our MOU that says employees can cash out “for each sick leave day accumulated during the following calendar year in excess of six sick leave days” to be paid out in November the following year. The form that HR/Finance gave us says “not to exceed 48 hours.” We accrue sick leave on an hourly basis at the rate of 8 hours per month, or 96 hours per year. However, not all of us are on the same work schedule. If an employee has a 4/10 or 9/80 work schedule, are they entitled to cash out 60 hours or 54 hours respectively, or only the 48 hours as indicated in the form, based on a presumed 8-hour work schedule?

Answer: The short answer is likely only the 48 hours as indicated in the form, based on a presumed 8-hour work schedule. This provision appears to say

you can cash out up to one-half of your annual accrual (48 hours) regardless of the length of your regular work shift.

The IRS deems the ability to annually cash out leave accruals as a taxable event, meaning employees owe tax on any amount they were eligible to cash out but did not. This is known as constructive receipt. The way around this is to provide for an irrevocable election in the calendar year prior to the cash out. In that case, an employee owes tax only on the amount they irrevocably elected to cash out. The IRS only allows employees to cash out what they earn that year, not more. If you accrue 96 hours per year, the IRS says you cannot cash out more than 96 hours annually.

The MOU further restricts this by saying you can only cash out the amount “in excess of six (6) sick leave days.” For a person on an 8-hour workday, that means 48 hours max (96 – 48).

The answer may depend on if your MOU specifies a definition for “sick leave day.” It is possible it is defined as 8 hours. In most public sector agreements, when a benefit is described in terms of “days,” it is generally interpreted using an eight-hour day unless the MOU specifically defines a day differently. Under that common interpretation, six sick leave days would equal 48 hours.

Because sick leave in your workplace is accrued in hours (8 hours per month, or 96 hours per year), the form distributed

by HR or Finance indicating a maximum of 48 hours appears to reflect that eight-hour-day conversion. Under that approach, employees working alternative schedules such as 4/10 or 9/80 schedules would generally still be subject to the same 48-hour cap, rather than converting the day to the length of their own scheduled shift.

It is possible, though, that a “sick leave day” is defined based on each person’s own work schedule. In any event, barring such a clear definition, it is difficult to see an argument for how those on 9/80 or 4/10 could cash out *more* than 48 hours. Technically, those on 4/10 or 9/80 should be eligible to cash out *less* time. For example, those on 9/80 would be eligible to cash out 42 hours (96 – 54) and those on 4/10 would be eligible to cash out 36 hours (96 – 60). That is based on a literal reading of the language. However, that does not appear to be the intent of the language. The MOU probably should have said “sick leave hours accumulated during the following calendar year in excess of 48 hours” instead of “in excess of six (6) sick leave days.” Regardless, if employees can cash out up to 48 hours annually, regardless of their work schedule, the employer is likely complying with the intent of the MOU.

You might check with your Association about the original intent in bargaining for the sick leave cash out provision and any past practice since. If the employer has consistently administered the sick leave

buyback program using a 48-hour cap regardless of schedule, that practice may reflect how the provision has historically been interpreted and understood. On the other hand, if employees working alternative schedules have been allowed to cash out more hours, based on their longer workdays, that history could also be relevant. Past practice can sometimes help clarify how ambiguous contract language should be applied.