

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 RESOLUTION NO. RES-17-0115

2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE  
4 CITY OF LONG BEACH APPROVING THE 2015-2019  
5 MEMORANDUM OF UNDERSTANDING WITH THE LONG  
6 BEACH CITY ATTORNEYS ASSOCIATION; AND  
7 AUTHORIZING AND DIRECTING THE CITY MANAGER TO  
8 EXECUTE MEMORANDUM OF UNDERSTANDING; AND  
9 DIRECTING CERTAIN IMPLEMENTING AND RELATED  
10 ACTIONS

11  
12 WHEREAS, on the date of adoption of this resolution, the City Council has  
13 considered the 2015-2019 Memorandum of Understanding (MOU) with the Long Beach  
14 City Attorneys Association; and

15 WHEREAS, it is the desire of the City Council to approve such MOU and to  
16 provide for its implementation.

17 NOW, THEREFORE, the City Council of the City of Long Beach resolves as  
18 follows:

19 Section 1. That the 2015-2019 Memorandum of Understanding between  
20 the City of Long Beach and the Long Beach City Attorneys Association, which is hereby  
21 incorporated by reference in this resolution as Exhibit "A," is hereby approved, and the  
22 City Manager is hereby authorized to execute said MOU on behalf of the City and to  
23 implement, pursuant to Section 503 of the Long Beach City Charter, all matters affecting  
24 compensation contained in and prescribed by the MOU as of the operative date of this  
25 resolution.

26 Section 2. The City Manager is also authorized and directed to cause the  
27 preparation of amendments to the Long Beach Salary Resolution, if necessary, and to  
28 such other documents as may be necessary, to conform such resolution and documents

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1 to the provisions of the Memorandum of Understanding and this resolution, and to further  
2 cause such conforming amendments to be brought before the City Council and such  
3 Boards and Commissions as may be required by law to act upon them, and the City  
4 Attorney is requested to cooperate fully with the City Manager in order to cause the  
5 required documents to be prepared as required by law and brought before the  
6 appropriate bodies.

7 Section. 3. This resolution shall take effect immediately upon its adoption  
8 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

9  
10 I hereby certify that the foregoing resolution was adopted by the City  
11 Council of the City of Long Beach at its meeting of October 3, 2017, by the  
12 following vote:

13 Ayes: Councilmembers: Gonzalez, Pearce, Price,  
14 Supernaw, Mungo, Andrews,  
15 Uranga, Richardson.  
16 \_\_\_\_\_

17 Noes: Councilmembers: None.  
18 \_\_\_\_\_

19 Absent: Councilmembers: Austin.  
20 \_\_\_\_\_

21  
22  
23   
24 \_\_\_\_\_  
25 City Clerk  
26  
27  
28

**EXHIBIT "A"**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF LONG BEACH**

**and**

**THE CITY ATTORNEYS ASSOCIATION**

**OCTOBER 1, 2015 TO SEPTEMBER 30, 2019**

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

#### 1. 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.

#### 2. Term

The term of this Memorandum shall be for four years commencing October 1, 2015 and terminating at midnight on September 30, 2019.

#### 3. Salaries

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

##### Wages

Effective October 1, 2016, bargaining unit members shall receive a two percent (2%) general wage increase.

Effective October 1, 2017, bargaining unit members shall receive a two percent (2%) general wage increase.

Effective October 1, 2018, bargaining unit members shall receive a two percent (2%) general wage increase.

City shall make a one-time ad hoc lump sum payment of three percent (3%) of annual base pay in accordance with Appendix B.

##### Overtime

Effective the first full pay period after Council ratification, 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.

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

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.

#### **Floor Warden Skill Pay**

Effective the first full pay period after Council ratification of the MOU, the parties agree to eliminate the Floor Warden skill pay.

#### **4. Health, Dental and Life Insurance Benefits**

- A. 1. 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:

December 1, 2016 — \$1,686.73 per month

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.
- B. Effective January 1 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. On January 1, 2017, and every January 1 thereafter during the term of this agreement, employees with single, two-party, or family plan health coverage shall pay 30% of the increase or an additional \$25 whichever is less, over the rates in effect in the prior year for the plan options selected.
  2. Beginning January 1, 2018, 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

**MEMORANDUM OF UNDERSTANDING**

**CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

continue forward each year, maintaining the respective caps until the carryover amount is exhausted by adding it to the employee's portion.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above.

**5. 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. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases for Plan Year 2018.

**6. Physical Examinations**

Employees in the classifications of Senior Deputy City Attorney and Deputy City Attorney may participate in the City's Executive Physical Program. Costs shall be paid by the City.

**7. 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.

**8. 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

**MEMORANDUM OF UNDERSTANDING**

**CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

percent at 62 pension benefits in accordance with California Government Code section 7522.20.

C. EPMC

Effective December 17, 2011, the City shall no longer designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

9. **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.

10. **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 as provided under the current Personnel Ordinance.

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, he/she 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 his/her ill or injured child, parent, spouse or same-sex domestic partner.

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.

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



**MEMORANDUM OF UNDERSTANDING**

**CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION**

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 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
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.

**11. Holiday Schedule**

|                        |                                    |
|------------------------|------------------------------------|
| New Years Day          | January 1                          |
| Martin Luther King Day | Third Monday in January            |
| Washington's Birthday  | Third Monday in February           |
| Memorial Day           | Last Monday in May                 |
| Independence Day       | July 4                             |
| Labor Day              | First Monday in September          |
| Thanksgiving           | Fourth Thursday/Friday in November |
| Christmas Day          | December 25                        |
| Personal Holiday Leave | (4 days)                           |

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.

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 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 hours.

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.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph one above. In the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar year will remain at 13. The number of personal holidays will be reduced to three.

#### 12. Executive Leave

Persons holding the positions of Senior Deputy City Attorney and Deputy City 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.

#### 13. Short-term/Long term Disability Benefits

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

#### 14. Life Insurance

A. 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

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

annual salary to a maximum of \$500,000, and employees in the classification of Deputy City Attorney will be provided a \$200,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said life insurance policies.

- B. All other Bargaining Unit members will be provided a \$100,000 per year life insurance policy.
- C. 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, he/she 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.

#### 15. Jury Duty

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

#### 16. Deferred Compensation

- A. The City shall contribute \$75 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.

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.

#### 17. Compensation Study

The parties agree to jointly conduct a salary/compensation survey of the Workers' Compensation Claims Examiner, General Liability Claims Adjuster,

## MEMORANDUM OF UNDERSTANDING

### CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

Investigator, Legal Records Management Supervisor and Deputy City Attorney classifications using the traditional 10-benchmark agencies beginning on or before October 1, 2017. 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 2019. The parties recognize that the results of the salary/compensation survey do not require the City to provide any level of compensation.

#### 18. Term and Renegotiation

The term of this MOU extension shall commence on October 1, 2015 and shall remain in effect through September 30, 2019. 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, 2019 to May 15, 2019, 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 CITY ATTORNEYS ASSOCIATION**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this \_\_\_\_\_ day of October, 2017.

FOR THE CITY ATTORNEYS ASSOCIATION:

\_\_\_\_\_  
Lauren Misajon, President

FOR THE CITY OF LONG BEACH:

\_\_\_\_\_  
Patrick H. West, City Manager

\_\_\_\_\_  
Charles Parkin, City Attorney

\_\_\_\_\_  
Alejandrina Basquez  
Director of Human Resources

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles Parkin, City Attorney

## APPENDIX A

### Positions Represented:

Chief Investigator  
Investigator I  
Investigator II  
Investigator III  
General Liability Claims Adjuster I  
General Liability Claims Adjuster II  
General Liability Claims Adjuster III  
Senior Deputy City Attorney  
Deputy City Attorney  
Law Clerk - City Attorney  
Paralegal - City Attorney  
Legal Assistant – Subrogation  
Legal Records Management Supervisor  
Workers' Compensation Claims Examiner I  
Workers' Compensation Claims Examiner II  
Workers' Compensation Claims Examiner III  
Workers' Compensation Med Only Examiner

## APPENDIX B

### FY 16 ONE-TIME PAYMENT

The parties agree to the following one-time payment during the term of the MOU as follows:

1. City shall make a one-time ad hoc payment of three percent (3%) of annual base pay (salary or wages) to each eligible bargaining unit member as specified in this Appendix.
2. The one-time payment shall apply to current or former bargaining unit members that are active employees as of the MOU effective date and who have worked scheduled/regular hours during the period of October 1, 2015 to September 30, 2016. The one-time payment shall be prorated based on the annual base pay for the hours the employee worked during the period of October 1, 2015 to September 30, 2016.
3. The one-time payment shall be calculated as 3% of annual base pay at the hourly rate effective on September 30, 2016. The one-time payment calculation, shall exclude any additional compensation over and above an employee's normal base pay, such as, but not limited to skill pay, bonus pay, higher classification pay, bilingual pay, deferred compensation or overtime.
4. The one-time payment shall be an off-salary schedule payment; payment shall not be reflected on the City's pay or salary schedules; and payment shall not be the basis upon which future salary increases will be calculated.
5. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.
6. The one-time ad hoc payment shall be paid at the time the City's regular payroll is paid at the conclusion of the payroll period following the MOU effective date (approved by the City Council).