



CITY OF LONG BEACH

R-26

DEPARTMENT OF HUMAN RESOURCES

333 West Ocean Boulevard 13th Floor • Long Beach, CA 90802

October 7, 2008

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

1. Adopt the attached Memoranda of Understanding with the City Attorneys' Association, and the City Prosecutors' Association;
2. Adopt the attached Resolution allowing these compensation matters to be implemented on the effective dates set forth in the Memorandum of Understanding and apply these compensation matters to other unrepresented non-management employees as approved by the applicable appointing authorities. (Citywide)

DISCUSSION

City management representatives and representatives of the City Attorneys' Association and the City Prosecutors' Association have had a number of meet and confer sessions regarding changes in wages, hours and working conditions. Meetings have been concluded and Memoranda of Understandings (MOUs) have been jointly executed with representatives of the named employee organizations. The MOUs for the City Attorneys' Association and the City Prosecutors' Association are for the period of October 1, 2007 through September 30, 2012.

The major provisions of the MOUs with the City Attorneys Association and the City Prosecutors Association are cost-of-living increases totaling twelve percent for each Association over the term of the five-year agreement (averaging 2.4 percent per year), with an additional 2 percent of salaries per year set aside during the last three years of the contracts to help address specific positions that are determined to be low in the market. Both Associations agreed to pursue a new retirement approach, lowering the retirement formula for new employees, while providing an incentive to those employees who stay with the City through retirement.

This matter was reviewed by Deputy City Attorney Christina L. Checél on September 23, 2008 and Budget Management Officer Victoria Bell on September 12, 2008.

TIMING CONSIDERATIONS

City Council action is requested on October 7, 2008 to ensure implementation of the MOU provisions.

FISCAL IMPACT

The estimated cost of these MOUs for FY 08 is \$137,915, of which \$83,500 will be charged to the General Fund and \$54,380 to all other funds, which will be funded from FY 08 budget savings reflected in fund balances. The estimated incremental cost for FY 09 is \$136,000 to the General Fund, which is included in the FY 09 Adopted Budget, and \$89,000 to all other funds.

The contracts are for a five-year period and on-going costs will be budgeted within future fiscal years. These contracts fulfill the City Council's priority to stabilize the workforce and will also provide a level of predictability for the City's multi-year budget planning efforts.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,


SUZANNE R. MASON
DIRECTOR OF HUMAN RESOURCES

SRM:tb

Attachments

APPROVED:


PATRICK H. WEST
CITY MANAGER

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH APPROVING MEMORANDA OF
5 UNDERSTANDING WITH THE LONG BEACH CITY
6 ATTORNEYS' ASSOCIATION AND THE LONG BEACH CITY
7 PROSECUTORS' ASSOCIATION; APPLYING THE
8 MEMORANDUM OF UNDERSTANDING PROVISIONS
9 PERTAINING TO MATTERS OF COMPENSATION TO
10 UNREPRESENTED NON-MANAGEMENT EMPLOYEES AS
11 APPROVED BY THE CITY MANAGER AND OTHER
12 APPLICABLE APPOINTING AUTHORITY; AUTHORIZING
13 AND DIRECTING THE CITY MANAGER TO EXECUTE
14 SUCH MEMORANDA OF UNDERSTANDING; AND
15 DIRECTING CERTAIN IMPLEMENTING AND RELATED
16 ACTIONS

17
18 WHEREAS, on the date of this resolution, the City Council has considered
19 Memoranda of Understanding between the City of Long Beach and the Long Beach City
20 Attorneys' Association and the Long Beach City Prosecutors' Association and has
21 considered applying the Memoranda provisions pertaining to matters of compensation to
22 unrepresented nonmanagement employees as approved by the City Manager and other
23 applicable appointing authorities; and

24 WHEREAS, it is the desire of the City Council to approve such Memoranda
25 of Understanding and to provide for their implementation.

26 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
27 follows:

28 Section 1. That the Memoranda of Understanding between the City of

1 Long Beach and the Long Beach City Attorneys' Association and the City of Long Beach
2 and the Long Beach City Prosecutors' Association, which are hereby incorporated by
3 reference in this resolution as Exhibits "A" and "B", respectively, are hereby approved,
4 and the City Manager is hereby authorized to execute said Memoranda on behalf of the
5 City and to implement, pursuant to Section 503 of the Long Beach City Charter, all
6 matters affecting compensation contained in and prescribed by the Memoranda of
7 Understanding as of the operative date of this resolution.

8 Section 2. That the provisions of the Memoranda relating to matters of
9 compensation shall apply to other unrepresented nonmanagement employees as
10 approved by the City Manager and other applicable appointing authorities.

11 Section 3. The City Manager is also authorized and directed to cause the
12 preparation of amendments to the Long Beach Salary Resolution, and to such other
13 documents as may be necessary, to conform such resolution and documents to the
14 provisions of the Memoranda of Understanding and this resolution, and to further cause
15 such conforming amendments to be brought before the City Council and such Boards
16 and Commissions as may be required by law to act upon them, and the City Attorney is
17 requested to cooperate fully with the City Manager in order to cause the required
18 documents to be prepared as required by law and brought before the appropriate bodies.

19 Section 4. This resolution shall take effect immediately upon its adoption
20 by the City Council. All dates contained in the attached Memoranda that have retroactive
21 application shall be given full force and effect as though adopted by the City Council on
22 the dates specified in the attached Memoranda. The City Clerk shall certify the vote
23 adopting this resolution.

24 I hereby certify that the foregoing resolution was adopted by the City
25 Council of the City of Long Beach at its meeting of _____, 20__ by the

26 //
27 //
28 //

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY ATTORNEYS ASSOCIATION

OCTOBER 1, 2007 TO SEPTEMBER 30, 2012

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 five years commencing October 1, 2007 and terminating at midnight on September 30, 2012.

3. **Salaries**

A. Salary Increases

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:

October 1, 2007	-	1%
April 1, 2008	-	2%
October 1, 2008	-	3%
October 1, 2009	-	2%
October 1, 2010	-	2%
October 1, 2011	-	2%

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

B. Classification Compensation Equity Adjustments

The City Attorney will review the current Association positions and compare them to similar positions within comparable organizations in the Southern California area.

The City Attorney will then develop a plan to apply the negotiated increases for compensation equity adjustments to the various positions in the bargaining unit determined to be low in the market and work to bring as many positions as possible to the median within the market within the negotiated parameters over the life of the agreement. Compensation equity adjustments will, in the discretion of the City Attorney, be allocated as follows:

October 1, 2009 – The value of 2% of salaries and skill pays for Association members included in the adopted FY 10 budget, prior to the 2% general salary increase provided October 1, 2009.

October 1, 2010 – Value of 2% of salaries and skill pays for Association members included in the adopted FY 11 budget, prior to the 2% general salary increase provided October 1, 2010.

October 1, 2011 – Value of 2% of salaries and skill pays for Association members included in the adopted FY 12 budget, prior to the 2% general salary increase provided October 1, 2011.

4. Health, Dental and Life Insurance Benefits

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to \$796 per month for employees in permanent full-time positions.
 2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.
- B. Effective January 1, 2009 and every January 1st thereafter during the term of the agreement, 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, but will not exceed the following amounts:

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

Employees 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.

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.

The increase limits addressed in this section refer to plans in existence during the 2008 plan year only. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

Any future changes in the maximum City contribution for health, dental and life insurance benefits or employee contributions made through payroll deductions agreed to by other unions in the City will be applied to City Attorney Association members in the same manner and in equivalent amounts.

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.

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

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS), the employee shall contribute an amount equal to two percent (2%) of his/her annual salary towards his/her individual employee contribution.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

2. The City amended its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after October 1, 2006 that provides a benefit level of 2.5% at 55 Modified retirement formula.

B. California Public Employees' Retirement System (CalPERS) and Public Agency Retirement Services (PARS) Retirement Enhancement Plan (REP)

Both parties agree to implement a new retirement option through a combination of the California Public Employees Retirement System (CalPERS) and the Public Agency Retirement Services (PARS) that will provide a similar benefit of 2.5% @ 55, for those employees hired after the CalPERS contract has been amended and a PARS contract and trust has been approved. Under this new retirement approach employees will receive a 2.0% @ 55 benefit with CalPERS as well as an enhancement from PARS which will provide in combination with CalPERS a total benefit of 2.5% @ 55 benefit if they retire from the City of Long Beach with at least five (5) years of service and are age 55 or over.

1. Contributions

The City of Long Beach will make all contributions to fund the benefits available under the PARS Retirement Enhancement Plan.

2. Eligibility Requirements

Upon meeting all of the following requirements, employees will be eligible to receive the PARS Enhancement benefit:

- a. Is a CalPERS-eligible miscellaneous employee of the City of Long Beach hired after the CalPERS contract has been amended, the PARS enhancement has been adopted and all necessary contracts have been executed;
- b. Is at least fifty-five (55) years of age;
- c. Has completed five (5) or more years of full-time continuous employment with the City as of the last date of hire with the City;
- d. Has terminated employment with the City and concurrently retires under CalPERS and remains in retired status under CalPERS*; and
- e. Has applied for benefits under this Plan.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

*PARS benefit will cease upon the employee's return to active CalPERS status and will recommence the first day of the month after return to retired status under CalPERS at the same option and benefit amount the employee was receiving immediately prior to the suspension of his/her benefit.

3. PARS Benefit Description

The PARS REP benefit supplements the CalPERS benefit to provide an enhanced retirement benefit. The monthly lifetime benefit is calculated by taking the difference between (i) and (ii) below and multiplying it by one-twelfth (1/12).

(i) 2.5% x Benefit Service Years x Final Pay

(ii) CalPERS Age Factor (under the 2% @ 55 formula) x Benefit Service Years x Final Pay

Benefit Service is defined as CalPERS credited service for actual years of service worked for the City of Long Beach as of your last day of employment with the City of Long Beach, including service accrued before and after any breaks in service and excluding purchases of additional service time through CalPERS.

Any years of CalPERS-credited service that provides a benefit equal to or greater than the CalPERS "2.5% @ 55" formula shall not be included in Benefit Service under this Plan.

Final Pay is defined as your highest annual compensation reported to CalPERS on your behalf, including CalPERS Employer Paid Member Contributions (EPMC), if applicable, during any 12 consecutive months of employment with the City of Long Beach.

Example of Benefit Calculation

Age at Retirement = 55
Benefit Service = 20 years
Final Pay = \$50,000

(i) 2.500% x 20 years x \$50,000 = \$25,000
(ii) 2.000% x 20 years x \$50,000 = \$20,000
(i) - (ii) = \$5,000
\$5,000 / 12 = \$416.66

PARS Monthly Lifetime Benefit = \$416.66

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

A complete description of plan provisions is provided in the attached Plan Summary Document.

The implementation process is as follows:

- a. A PARS trust resolution will be prepared and sent to City Council for approval.
 - b. PARS trust, plan, adoption agreement, and administrative services agreement will be executed by City staff.
 - c. An amendment to the City's agreement with CalPERS for all Miscellaneous employees will be prepared and sent to City Council for approval.
 - d. City contributions will commence to the trust and plan.
 - e. Newly hired employees will receive plan summaries as they join City ranks after the effective date of the plan.
- C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to 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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

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 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.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

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 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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

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 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. Effective January 1, 2009, the City shall contribute \$75 each month for deferred compensation for all members of the bargaining unit.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

- 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. Term and Renegotiation

The term of this MOU extension shall commence on October 1, 2007 and shall remain in effect through September 30, 2012. 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, 2012 to May 15, 2012, 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 August, 2008.

FOR THE CITY ATTORNEYS ASSOCIATION:

Richard Anthony, President

FOR THE CITY OF LONG BEACH:

Patrick H. West, City Manager

Robert E. Shannon, City Attorney

Suzanne Mason,
Director of Human Resources

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX A

Positions Represented:

Chief Investigator
Investigator I
Investigator II
Investigator III
Senior Deputy City Attorney
Deputy City Attorney
Law Clerk - City Attorney
Paralegal - City Attorney
Legal Assistant - Subrogation
Workers' Compensation Claims Examiner I
Workers' Compensation Claims Examiner II
Workers' Compensation Claims Examiner III
Workers' Compensation Med Only Examiner

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY PROSECUTORS ASSOCIATION

OCTOBER 1, 2007 TO SEPTEMBER 30, 2012

1. **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.

2. **Term**

The term of this Memorandum shall be for five years commencing October 1, 2007 and terminating at midnight on September 30, 2012.

3. **Salaries**

A. Salary Increases

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:

October 1, 2007	-	1%
April 1, 2008	-	2%
October 1, 2008	-	3%
October 1, 2009	-	2%
October 1, 2010	-	2%
October 1, 2011	-	2%

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

B. Classification Compensation Equity Adjustments

The City Prosecutor will review the current Association positions and compare them to similar positions within comparable organizations in the Southern California area.

The City Prosecutor will then develop a plan to apply the negotiated increases for compensation equity adjustments to the various positions in the bargaining unit determined to be low in the market and work to bring as many positions as possible to the median within the market within the negotiated parameters over the life of the agreement. Compensation equity adjustments, at the discretion of the City Prosecutor, may be made as follows:

October 1, 2009 – The value of 2% of salaries for Association members included in the adopted FY 10 budget, prior to the 2% general salary increase provided October 1, 2009.

October 1, 2010 – Value of 2% of salaries for Association members included in the adopted FY 11 budget, prior to the 2% general salary increase provided October 1, 2010.

October 1, 2011 – Value of 2% of salaries for Association members included in the adopted FY 12 budget, prior to the 2% general salary increase provided October 1, 2011.

4. 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.

5. Health, Dental and Life Insurance Benefits

- A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to \$796 per month for employees in permanent full-time positions.
2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

- B. Effective January 1, 2009 and every January 1st thereafter during the term of the agreement, 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, but will not exceed the following amounts:

Employees 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.

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.

The increase limits addressed in this section refer to plans in existence during the 2008 plan year only. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

Any future changes in the maximum City contribution for health, dental and life insurance benefits or employee contributions made through payroll deductions agreed to by other unions in the City will be applied to City Prosecutor Association members in the same manner and in equivalent amounts.

6. Health Insurance Advisory Committee

The City Prosecutors Association shall have one member on the Health Insurance Advisory Committee. The representative shall be enrolled in one of the City's health plans.

7. Retirement

A. Continuation of Retirement Benefits

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS), the employee shall contribute an amount equal to two percent (2%) of his/her annual salary towards his/her individual employee contribution.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

2. The City amended its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after October 1, 2006 that provides a benefit level of 2.5% at 55 Modified retirement formula.

B. California Public Employees' Retirement System (CalPERS) and Public Agency Retirement Services (PARS) Retirement Enhancement Plan (REP)

Both parties agree to implement a new retirement option through a combination of the California Public Employees Retirement System (CalPERS) and the Public Agency Retirement Services (PARS) that will provide a similar benefit of 2.5% @ 55, for those employees hired after the CalPERS contract has been amended and a PARS contract and trust has been approved. Under this new retirement approach employees will receive a 2.0% @ 55 benefit with CalPERS as well as an enhancement from PARS which will provide in combination with CalPERS a total benefit of 2.5% @ 55 benefit if they retire from the City of Long Beach with at least five (5) years of service and are age 55 or over.

1. Contributions

The City of Long Beach will make all contributions to fund the benefits available under the PARS Retirement Enhancement Plan.

2. Eligibility Requirements

Upon meeting all of the following requirements, employees will be eligible to receive the PARS Enhancement benefit:

- a. Is a CalPERS-eligible miscellaneous employee of the City of Long Beach hired after the CalPERS contract has been amended, the PARS enhancement has been adopted and all necessary contracts have been executed;
- b. Is at least fifty-five (55) years of age;
- c. Has completed five (5) or more years of full-time continuous employment with the City as of the last date of hire with the City;
- d. Has terminated employment with the City and concurrently retires under CalPERS and remains in retired status under CalPERS*; and
- e. Has applied for benefits under this Plan.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

*PARS benefit will cease upon the employee's return to active CalPERS status and will recommence the first day of the month after return to retired status under CalPERS at the same option and benefit amount the employee was receiving immediately prior to the suspension of his/her benefit.

3. PARS Benefit Description

The PARS REP benefit supplements the CalPERS benefit to provide an enhanced retirement benefit. The monthly lifetime benefit is calculated by taking the difference between (i) and (ii) below and multiplying it by one-twelfth (1/12).

(i) $2.5\% \times \text{Benefit Service Years} \times \text{Final Pay}$

(ii) $\text{CalPERS Age Factor (under the } 2\% \text{ @ } 55 \text{ formula)} \times \text{Benefit Service Years} \times \text{Final Pay}$

Benefit Service is defined as CalPERS credited service for actual years of service worked for the City of Long Beach as of your last day of employment with the City of Long Beach, including service accrued before and after any breaks in service and excluding purchases of additional service time through CalPERS.

Any years of CalPERS-credited service that provides a benefit equal to or greater than the CalPERS "2.5% @ 55" formula shall not be included in Benefit Service under this Plan.

Final Pay is defined as your highest annual compensation reported to CalPERS on your behalf, including CalPERS Employer Paid Member Contributions (EPMC), if applicable, during any 12 consecutive months of employment with the City of Long Beach.

Example of Benefit Calculation

Age at Retirement = 55
Benefit Service = 20 years
Final Pay = \$50,000

(i) $2.500\% \times 20 \text{ years} \times \$50,000 = \$25,000$

(ii) $\underline{2.000\% \times 20 \text{ years} \times \$50,000 = \$20,000}$

(i) – (ii) = \$5,000

$\$5,000 / 12 = \416.66

PARS Monthly Lifetime Benefit = \$416.66

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

A complete description of plan provisions is provided in the attached Plan Summary Document.

The implementation process is as follows:

- a. A PARS trust resolution will be prepared and sent to City Council for approval.
 - b. PARS trust, plan, adoption agreement, and administrative services agreement will be executed by City staff.
 - c. An amendment to the City's agreement with CalPERS for all Miscellaneous employees will be prepared and sent to City Council for approval.
 - d. City contributions will commence to the trust and plan.
 - e. Newly hired employees will receive plan summaries as they join City ranks after the effective date of the plan.
- C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

8. **Mileage Reimbursement**

Deputy City Prosecutors shall be entitled to an auto allowance in accordance with the City Salary Resolution.

9. **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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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 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. A 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.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

10. Holiday Schedule

New Year's 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 the 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 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 paid 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.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

11. Short-term/Long-term Disability 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.

12. Life Insurance

In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Prosecutor will be provided a \$150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said \$150,000 life insurance policy. Because of tax consequences, employees shall have the option of taking the \$150,000 policy or additional life insurance coverage 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.

Other members of the bargaining unit shall be provided a \$50,000 per year life insurance policy.

13. Jury Duty

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

14. Deferred Compensation

1. Effective January 1, 2009, the City shall contribute \$75 each month for deferred compensation for all members of the bargaining unit.
2. 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.
3. 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.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

4. 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.

15. **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.

16. **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.

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.

17. **Term and Renegotiation**

The term of this MOU extension shall commence on October 1, 2007 and shall remain in effect through September 30, 2012. 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, 2012 to May 15, 2012, 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 PROSECUTORS ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of June, 2008.

FOR THE CITY PROSECUTORS ASSOCIATION

Calvin "Ray" George, President

FOR THE CITY OF LONG BEACH

Patrick H. West, City Manager

Thomas M. Reeves, City Prosecutor

Suzanne Mason,
Director of Human Resources

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

MEMORANDUM OF UNDERSTANDING
CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

APPENDIX A

Positions Represented:

Deputy City Prosecutor
Deputy City Prosecutor I
Deputy City Prosecutor II
Deputy City Prosecutor III
Deputy City Prosecutor IV
Paralegal - City Prosecutor
Law Clerk - City Prosecutor
Legal Assistant - Prosecutor
Supervisor - Deputy City Prosecutor