

RESOLUTION NO. RES-17-0040

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH APPROVING THE 2016-2019
MEMORANDUM OF UNDERSTANDING WITH THE LONG
BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES,
LONG BEACH MANAGERS ASSOCIATION, AND THE CITY
PROSECUTORS ASSOCIATION; APPLYING THE TERMS
OF COMPENSATION OF THE MEMORANDA OF
UNDERSTANDING TO UNREPRESENTED
MISCELLANEOUS AND MANAGEMENT EMPLOYEES AS
APPROVED BY APPLICABLE APPOINTING AUTHORITIES
OR GOVERNING BOARDS; AND AUTHORIZING AND
DIRECTING THE CITY MANAGER TO EXECUTE SUCH
MEMORANDA; AND DIRECTING CERTAIN
IMPLEMENTING AND RELATED ACTIONS

WHEREAS, on the date of this Resolution, the City Council has considered
the 2016-2019 Memoranda of Understanding (MOUs) with the Long Beach Association of
Confidential Employees, Long Beach Managers Association, and the City Prosecutors
Association; and

WHEREAS, on the date of this Resolution, the City Council has considered
applying the general terms of the MOUs to unrepresented miscellaneous and
management employees as approved by the City Manager and other applicable
appointing authorities and governing boards; and

WHEREAS, it is the desire of the City Council to approve such MOUs and
to provide for their implementation;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as

1 follows:

2 Section 1. That the 2016-2019 Memoranda of Understanding between
3 the City of Long Beach and the Long Beach Association of Confidential Employees, Long
4 Beach Managers Association, and the City Prosecutors Association, which are hereby
5 incorporated by reference in this resolution as Exhibit "A," "B," and "C", respectively, are
6 hereby approved, and shall also apply to unrepresented miscellaneous and management
7 employees as approved by the City Manager and other applicable appointing authorities
8 or governing boards;

9 Section 2. The City Manager is hereby authorized to execute said MOUs
10 on behalf of the City and to implement, pursuant to Section 503 of the Long Beach City
11 Charter, all documents all matters affecting compensation contained in and prescribed by
12 the Memoranda as of the operative date of this Resolution.

13 Section 2. The City Manager is also authorized and directed to cause the
14 preparation of amendments to the Long Beach Salary Resolution, if necessary, and to
15 such other documents as may be necessary, to conform such resolution and documents
16 to the provisions of the Memoranda and this Resolution, and to further cause such
17 conforming MOUs to be brought before the City Council and such Boards and
18 Commissions as may be required by law to act upon them, and the City Attorney is
19 requested to cooperate fully with the City Manager in order to cause the required
20 documents to be prepared as required by law and brought before the appropriate bodies.

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

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I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of April 18, 2017, by the following vote:

Ayes: Councilmembers: Gonzalez, Pearce, Price,
Supernaw, Mungo, Andrews,
Uranga, Austin.

Noes: Councilmembers: None.

Absent: Councilmembers: Richardson.

Posnam Davis
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

October 1, 2015 to September 30, 2019

EXHIBIT A

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ARTICLE ONE

MEMORANDUM

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City"), and the Long Beach Association of Confidential Employees ("Association") pursuant to Government Code Sections 3500 et seq.

Section II - Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.
- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Equal Employment Opportunity procedures established by the Department of Human Resources, and shall be entitled to pursue California or federal statutory rights.

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

The City shall provide the Association with the following information:

A downloaded file on diskette with the following information for each employee:

Name, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

Section VI - City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Association.

The Association reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU.

Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall notice the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII - Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his/her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule A established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

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 dates indicated:

WAGES

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

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

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

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

C. Step Advancement

1. Performance Increases

Step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of

satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

3. Performance System

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee within ten (10) working days from the date the complaint was received.

- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources, or designee, shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

The City will contribute \$75 per month for all permanent members of the Association.

Section II - Overtime

1. Effective June 1, 2017, the City will calculate overtime based on FLSA requirements to only include time actually worked for those employees eligible to receive FLSA overtime. Further, during the term of this Agreement, the City may conduct audits of positions to determine FLSA exempt and non-exempt status. If the City determines that an employee's position status should be changed, the City agrees to meet and confer with the bargaining unit about the change in FLSA designation.
2. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in

accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.

3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.

Section III - Skill Pay

All employees in the classifications listed in Appendix C, who meet the requirements for receipt of skill pay shall receive additional compensation at the designated rates.

Effective June 1, 2017, the parties agree to eliminate the Floor Warden skill pay.

Section IV - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional eighty cents (\$0.80) per hour providing the following conditions are met:

1. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular employee or vacant due to resignation, termination or other such action.
2. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
3. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources.

Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1-hour travel time plus time actually worked, whichever is greater.

1. 0.5 hours worked
2.0 travel time (1.0 hour travel time)
2.5 total time = 2.0 hours paid (minimum)

2. 0.5 hours worked
1.0 travel time
1.5 total time = 2.0 hours paid (minimum)
3. 2.5 hours worked
1.5 travel time (1.0 hour travel time)
4.0 total time = 3.5 hours paid
4. 2.0 hours worked
0.5 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

Section VI - In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$430.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$500 per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

- B. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, shall be authorized to use his or her personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives 300 or more miles in any calendar month in the performance of his or her duties shall be reimbursed at the current IRS rate plus an additional \$0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional \$0.10 per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate. Employee shall not receive additional compensation for those miles already paid at the higher rate.
- C. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- D. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.
- E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

Section IX – Bilingual Pay

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

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

Employees who meet all the criteria shall be paid an additional seventy cents (\$0.70) per hour, or five dollar and sixty cents (\$5.60) per diem. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

Bilingual pay shall also be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager or other appointing authority and the Department Head on an as-needed basis.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

<u>Vacation Allowance</u> <u>Service Completed</u>	<u>Equivalent Vacation Days</u> <u>Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II - 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. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

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 may be permitted to retain up to Eighty (80) 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 Surviving Spouse and/or Eligible Dependents

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 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.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, great-grandfather, great-grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV - Holidays

1. New Year's Day - January 1
Martin Luther King Jr. Day - 3rd Monday in January
Washington's Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving - Fourth Thursday and following Friday in November
Christmas Day - December 25
Personal Holiday Leave - (32.0 hours)
2. Also included is 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. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Association will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.

3. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
5. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.

Section V - Jury Service

Employees receiving a jury summons will be provided paid release time up to Eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 2 hours prior to the completion of the shift must report back to work.

Section VI - Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties. Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.

- D. Standby duty shall be compensated at ninety-five (\$0.95) per hour for each full hour of standby duty.

ARTICLE FOUR

HEALTH INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

- 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:
Effective December 1, 2016 — \$1,686.93 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. Every January 1st 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, but will not exceed the following amounts:
1. On January 1, 2017, and every January 1 thereafter during the term of this agreement, employees with single or two-party plan health coverage shall pay 30% of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.
2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30 whichever is less, over the rates in effect in the prior year for the plan options selected.
3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.
- The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps until the carryover amount is exhausted by adding it to the employee's portion.
- These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.
- C. The Association shall maintain one representative on the City's Health Insurance

Advisory Committee (HIAC). 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 and 2019.

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

Section II - Disability/Life Insurance

- A. Short-term/Long-term Disability Benefits - Eligible employees in the Confidential Unit 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.
- B. Life Insurance - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$75,000 life insurance 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 time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Continuation of Retirement Benefits

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

B. PEPRA

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

Section II - Workers' Compensation

A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
2. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section III - Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I - Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Equal Employment Opportunities Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

Section III - Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;
- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and

procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;

- e. Indicates the persons contacted at the informal stage; and
- f. States the corrective action desired.

Section IV - Time Off For Processing Grievances

- A. Informal - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. Formal - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance, without loss of pay. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

Section VI - Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association, and the designated management representative.

Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor,

unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Water and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

- A. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.
- B. Within 10 working days, the Department Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources Department Head/Designee

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit, to the Director of Human Resources, or designee, a copy of the second step response and a copy of the grievance. A meeting shall be held by the Human Resources, Department Head/designee. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the Director of Human Resources, or designee, shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources, or designee.

Step Three - City Manager

- A. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I - Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by federal or California law or City Charter.

Section II - Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III – Economic Crisis Clause

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

Section IV - Separability

This MOU is subject to all applicable federal and California laws. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section V - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding which was ratified by the Association membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for implementation on. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

Section VI - Term and Renegotiation

The term of this MOU 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.

In the event either party desires to negotiate the provisions 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.

Section VII – Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2017.

LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES:

Arlen Crabtree
President

Beverly Nieves
Negotiator

CITY OF LONG BEACH

Patrick H. West
City Manager

Alejandrina Basquez
Director of Human Resources

Ken Walker
Manager of Labor Relations

APPROVED AS TO FORM:

Charles Parkin
City Attorney

APPENDIX A - CONFIDENTIAL UNIT

TITLE	DEPARTMENT
CHIEF OF STAFF-PROSECUTOR-CONF	CITY PROSECUTOR
ASST ADMIN ANALYST II-CONF	CIVIL SERVICE
PERSONNEL ANALYST I-CONF	CIVIL SERVICE
PERSONNEL ANALYST II-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
PERSONNEL ANALYST III-CONF	CIVIL SERVICE
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ADMINISTRATIVE ANALYST III-CNF	FINANCIAL MANAGEMENT
ASST ADMIN ANALYST II-CONF	FINANCIAL MANAGEMENT
SECRETARY-CONF	FINANCIAL MANAGEMENT
SENIOR ACCOUNTANT-CONF	FINANCIAL MANAGEMENT
ADMINISTRATIVE AIDE II-CONF	HUMAN RESOURCES
ADMINISTRATIVE ANALYST III-CNF	HUMAN RESOURCES
ADMINISTRATIVE ANALYST III-CNF	HUMAN RESOURCES
ASST ADMIN ANALYST II-CONF	HUMAN RESOURCES
CLERK TYPIST III-CONF	HUMAN RESOURCES
CLERK TYPIST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST II-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ANALYST III-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
PERSONNEL ASST II-CONF	HUMAN RESOURCES
SAFETY SPECIALIST I-CONF	HUMAN RESOURCES
SAFETY SPECIALIST II-CONF	HUMAN RESOURCES
SECRETARY-CONF	HUMAN RESOURCES
SECRETARY-CONF	HUMAN RESOURCES
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
SECRETARY-CONF	POLICE
BUSINESS SYS SPECLST V-CONF	TECHNOLOGY SERVICES
BUSINESS SYS SPECLST VI-CONF	TECHNOLOGY SERVICES

APPENDIX B
SALARY SCHEDULE

The current Salary Resolution will contain the correct pay rate schedules.

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560.	For regular and frequent use of certified oral and written bilingual skills.	\$0.70 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person for employee health insurance programs.	\$2.00 per hour

APPENDIX D

APPROVED SITES FOR MEETING

<u>Location</u>	<u>Site</u>	<u>Contact</u>
<u>CITY HALL</u>		Director of Human Resources
7th Floor Civil Service	Board Rooms or Testing Rooms Hall	
12th Floor Technology Services	Conference Room	
13th Floor City Manager	Conference Rooms	
Library	Meeting Room	

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.

APPENDIX E

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).

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH MANAGEMENT ASSOCIATION

OCTOBER 1, 2015 TO SEPTEMBER 30, 2019

EXHIBIT B

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ARTICLE ONE

GENERAL PROVISIONS

Section I - Recognition, Purpose, Implementation

The Long Beach Management Association (LBMA) is hereby recognized as the exclusive representative for employees of the Long Beach Managers in the positions indicated in Appendix "A," attached hereto and made a part hereof.

- A. Purpose - The parties agree that the purpose of this Memorandum of Understanding (MOU) is:
 - 1. To promote and provide harmonious relations, cooperation and understanding between the City of Long Beach (City) appointing authorities and the employees covered herein;
 - 2. To provide an orderly and equitable means of resolving differences which may arise under this memorandum; and,
 - 3. To set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation for employees represented by LBMA.
- B. Intent - It is understood the intent of the MOU is to set forth a 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:
 - 1. Approves the provisions contained in this Memorandum;
 - 2. Adopts the required ordinances and/or resolutions; and,
 - 3. Appropriates the funds required to implement the provisions hereof.
- C. Philosophy - It is further understood that:
 - 1. The City's goal is to provide residents with management leadership that can develop and implement high quality programs and services. The City's compensation programs can be used to foster the attainment of the City's mission, goals, and the directives of the City Council and the appointing authorities.
 - 2. The City seeks to successfully attract, retain and motivate high quality management employees.

3. The City's management compensation programs are designed to reward productivity, improve employee skills, increase customer satisfaction, and encourage effective resource utilization.
4. The City's management compensation system is intended to be internally equitable, competitive with marketplace practices consistent with budgetary constraints, and non-discriminatory in its design.
5. The performance appraisal plan is intended to help all employees to assess their effectiveness in meeting job standards while establishing goals and objectives that will lead to continuous improvement.
6. All employees represented by this agreement are "at will" employees who serve at the pleasure of their appointing authority.

Section II - Term

The term of this Memorandum shall commence October 1, 2015 and terminate at midnight on September 30, 2019.

Section III - City Rights Reserved

The City retains all rights not specifically limited by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule, and retain employees.
- B. Relieve employees from duties because of lack of work or funds, or under conditions where continued work would be inefficient or nonproductive.
- C. Determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job duties and personnel by which government operations are to be conducted.
- E. Determine issues of public policy and the overall mission of the City.
- F. Maintain and improve the efficiency and effectiveness of government operations.
- G. Take any necessary actions to carry out the mission of the City in situations of emergency.

- H. All rights of management, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the rights of management which are included in this agreement, exclusive of a competent court having subject matter jurisdiction.

Section IV – Non-Discrimination

The provisions of this MOU shall be applied equally to all employees and no person shall be discriminated against or benefited in any manner that is inconsistent with the standards set forth in Federal and State statutes, or with any ordinance, resolution or policy of the City.

Section V - Peaceful Performance of City Service

The LBMA members fully support the business of the City to provide services to the citizens of Long Beach. They also support the actions of the appointing authority and stand ready to implement any of the appointing authority's directives.

It is mutually understood and agreed that participation by any employee in a strike or concerted work stoppage or slowdown terminates the employment relationship of those individuals involved, in the absence of specific written waiver of such termination by an authorized City official.

- A. It is further understood and agreed that none of the parties hereto will participate in, encourage, assist or condone any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, picketing or any other form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the appointing authority cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.
- C. Neither the employee organization, nor any person acting in concert with them, will cause, sanction, or take part in any strike, walk-out, sit-down, slow-down, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Article shall apply for the same term as this Agreement, or during any renewal or extension thereof.

Violation of any provision of this MOU by the Recognized Employee Organization shall be cause for the City, at its sole option, to terminate this Agreement in addition to whatever other remedies may be to the City at law or in equity.

- D. The City agrees that there shall be no general lockout of LBMA bargaining unit members.

Section VI – Association Composition

The Bargaining Unit composition represented by the Long Beach Management Association shall be that described in Appendix "A". Any changes to the unit composition must be made in accordance with the provisions of the City's Employer-Employee Relations Resolution, common fair labor practices, and any applicable State and Federal Statutes.

Section VII – Association Dues

Upon receipt of a written voluntary authorization from the employee, the City shall deduct Association dues from the pay of represented employees. The City shall charge the employee organization five and one-half cents (\$0.055) per deduction. The Association agrees to indemnify and holds the City harmless for any loss or damages, claims or causes of action arising from the operation of this provision of the agreement.

Section VIII – Association Communications

Department and public area bulletin boards will be made available for posting Association notices.

Section IX – Association Officers Responsibilities

The parties agree that from time to time, it will be necessary for the Board of Directors to meet and conduct the business of the Association. The Association will make every effort to conduct these meetings during non-office hours. The City will provide access to City facilities when they are available, i.e. community rooms. Opportunity for the Board to participate in these meetings will not be withheld so long as the work of the City is not adversely impacted.

Section X - Economic Crisis Clause

LBMA agrees to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize

Measure B “rainy day” funds.” “Fiscal hardship” is defined in City of Long Beach Municipal Code Section 3.94.030.C. The City and LBMA agree that any changes to the MOU will be based on mutual agreement.

ARTICLE TWO

SALARY AND COMPENSATION

Section I – Compensation

A. One-Time Ad-Hoc Non-PERSable Payment

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

B. Salary Adjustments During the Term of the Agreement

1. Unit members, except for members in Job Classes listed in Appendix B, shall receive the following salary adjustments:

Effective October 1, 2016 — Two Percent (2%)

Effective October 1, 2017 — Two Percent (2%)

Effective October 1, 2018 — Two Percent (2%)

2. Unit members who are employed in police, fire and marine sworn positions listed in Appendix B shall receive the following salary adjustments:

Effective October 1, 2016 — Three Percent (3%)

Effective October 1, 2017 — Three Percent (3%)

Effective October 1, 2018 — Three Percent (3%)

Unit members who are employed in police, fire and marine sworn positions listed in Appendix B shall continue to be eligible for certain additional compensation as specified in Appendix C.

C. Pay for Performance System

1. The City will continue to use the HAY job evaluation system to develop appropriate compensation for various positions in the E00 (management) classifications.
2. Each year on or about January 1, the City will develop a salary administration guide. This guide will set forth a matrix for salary

adjustments based on an employee performance evaluation and the position of the manager's salary within the salary range.

3. It is understood that the pay for performance system may be adversely impacted by budget constraints. It is the intent of the parties, however, that a merit pay plan be re-instituted.

D. Management Compensation Review

During the term of this Agreement, the parties agree to convene a committee to review the management compensation system and present recommendations to the City Manager as specified in Appendix D.

E. Exceptional Performance Incentives

Represented employees who have demonstrated exceptional performance beyond established goals and objectives for their position may be considered for a Performance Incentive Award. Consideration for such awards will be based upon the recommendation of the department head. Awards may be granted in the form of a lump sum bonus payment or a merit increase added to the employee's base rate.

These awards will be based on the availability of funds, and consideration of budget constraints. They will be awarded based on the sole discretion of the appointing authority.

Section II – Acting Appointments

When acting appointments are made, the appointee shall receive a salary adjustment of 10 percent, or no less than the minimum salary of that range, whichever is greater.

Section III – Auto Allowance/Reimbursement

Managers shall be entitled to an auto allowance/reimbursement in such amounts as determined by the appropriate appointing authority.

Section IV – Specialty Pay

Sworn Management staff of the Police Department shall continue to be eligible for the same Marksmanship pay and Wellness pay provided to other sworn members of the department.

Section V – Severance Pay

In the event a bargaining unit member's position is eliminated as a result of a reduction in force, and that member has not been offered a reasonable (within fifteen percent (15%) of current salary) alternative management position with the City, the City shall pay to the bargaining unit member severance compensation. The amount of this compensation shall be calculated at one week of base pay for every full year of City service with a maximum allowance of sixteen (16) weeks of severance pay. Health insurance coverage shall continue for six (6) full months after the month in which the bargaining unit member is terminated or retires as a result of the reduction in force.

The bargaining unit member will not be eligible for this benefit if he/she is terminated for cause, resigns in lieu of termination, or voluntarily separates service from the City.

Section VI – Supervisory Differential

During the term of this Agreement only, the parties agree to a Supervisory Differential as specified in this MOU section. The Supervisory Differential will be implemented on a pilot basis and expire on September 30, 2019, unless the parties agree to continue this provision in writing.

1. Effective October 1, 2017, the City will ensure a 5.50% salary differential exists between a bargaining unit member and subordinates who directly report to them.
2. This provision shall apply to a bargaining unit member that is a bona fide supervisor over employee(s) in a subordinate class. For the purposes of this section, "bona fide supervisory employee" means a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve work of his or her subordinates. This differential shall not apply where bargaining unit members do not possess the same professional credentials required of the subordinates they supervise (e.g. a non-safety manager supervising safety personnel, or a manager who does not possess a Professional Engineers (PE) License supervising licensed Engineers).

The rates to be compared in determining the supervisory differential shall be the maximum base salary rates of ranges prescribed for the authorized and allocated classes of the subordinate and the base rate of the bona fide supervisor, excluding any overtime, skill pays, incentive pays, bonuses, or working condition differentials of the subordinates. Within 30 days of notification of a situation described by this section, the Human Resources Director shall investigate the situation and shall notify the Appointing Authority whenever a supervisory differential shall be paid

pursuant to this Section. The determination of the Human Resources Director shall be final and binding.

Section VII – Fair Labor Standards Act Requirements (FLSA)

During the term of this Agreement, the City will be reviewing its FLSA and overtime policies, ordinances and resolutions. During the term of the Agreement, the parties agree to meet and confer over changes to the FLSA-related policies, ordinances, and resolutions as required by the Meyers-Milias-Brown Act. LBMA retains the right to negotiate to the fullest extent permitted by the law.

ARTICLE THREE

PAID TIME OFF

Section I – Holidays

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.

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.

Section II – Vacation Leave

- A. Permanent, full-time employees covered herein shall accrue vacation leave with pay on the following basis:

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

18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

- B. Upon retirement, each bargaining unit member may have 75% of his/her outstanding vacation leave balance converted to sick leave. This leave may be used under the same terms and conditions as all other accumulated sick leave. It is the intent that this conversion does not create a taxable event. If such conversion is subsequently found to create tax consequences, the parties agree that this provision shall be discontinued.

Section III – Sick Leave

Permanent, full-time employees covered by this MOU shall earn a maximum of ninety-six (96) hours [twelve (12) days] of sick leave per year, with unlimited accrual.

Section IV – Executive Leave

Employees represented herein shall be granted forty (40) hours of executive leave on January 1 of each calendar year by the proper appointing authority. Additional executive leave to a maximum of forty (40) additional hours may be granted at the sole discretion of the appointing authority. Such additional leave, if awarded, shall be based on a manager's demonstrated performance during the preceding fiscal year. Determinations regarding the award of such leave shall be made during January of each year. Executive leave shall not accrue from one year to the next. Nor shall there be any pay off of executive leave upon separation from the City for any reason.

Section V – Bereavement Leave

Any City employee eligible for sick leave benefits as provided in the Personnel Ordinance or Salary Resolution, may be allowed to be absent from duty for a period not to exceed three (3) scheduled working days/shifts and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's Department Head or Appointing Authority in the case of death or of critical illness where death appears imminent of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, great-grandfather, great-grandmother, grandchild, foster child or same-sex domestic partner. The City shall administer

this section of the MOU in accordance with the California Family Code section 297.5 for registered same-sex domestic partners.

Where such death or critical illness has occurred, the employee may be required to furnish satisfactory evidence of such death or critical illness to his/her Department Head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the three (3) scheduled working days/shifts leave for death or critical illness in the immediate family. The three (3) days of sick leave used in connection with bereavement leave will not be considered in determining sick leave abuse.

Section VI – Jury Duty

Employees will be eligible for up to 80 hours of paid jury time each calendar year.

ARTICLE FOUR

INSURANCE BENEFITS

Section I – Health, Dental and Life Insurance

- 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:

Effective December 1, 2016 - \$1686.73 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 every January 1st 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 a 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:
1. On January 1, 2017 and every January 1st thereafter during the term of the Agreement, employees with single or two-party plan health coverage, shall pay thirty percent (30%) of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.
 2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.
 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until

the carryover amount is exhausted by adding it to the employee's portion.

- C. The LBMA shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

LBMA agrees to work through the HIAC to mitigate employee benefit program cost increases for Plan Years 2018 and 2019.

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental, vision and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period December 1, 2005 through the term of this agreement. Every effort should be made to have these recommendations to the City Manager by August 15th of each year. The City Manager will consider these recommendations prior to making his final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the LBMA of his recommendations in writing at least seven (7) calendar days before he submits them to the City Council for approval.

Section II – Continuation of Health Insurance for Surviving Spouse

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:

- A. The retired employee has an effective retirement date of July 1, 1983, or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premiums shall continue until:

- A. The spouse remarries;
- B. 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;

- C. 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
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section III – Short-term/Long-term Disability Benefits

Eligible employees will receive short-term and long-term disability benefits. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.

Section IV – Life Insurance

In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of three (3) times their annual salary up to \$500,000 per year of term life insurance. The City will pay the full cost of the annual premiums. The City will provide employees the ability to purchase increased coverage at their own expense based on conditions established by the insurance carrier. If such increased coverage is offered, it shall be in increments designated by the City.

Section V – Annual Physical Exam

Employees covered hereunder are eligible to receive an annual physical examination at City expense through the City-provided program.

ARTICLE FIVE

RETIREMENT

Section I –Retirement

A. Continuation of Retirement Benefits

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

PEPRA

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

2. For CalPERS safety 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 3 percent at 50 pension benefits to Tier I and Tier II employees in accordance with the Public Employees' Retirement System contract in effect for each of these Tiers on the effective date of this Agreement. Effective October 1, 2011, the City shall contribute to PERS on behalf of each bargaining unit member covered by this Agreement, zero percent (0%) of his or her nine percent (9%) employee contribution. Employees hired between October 1, 2011 and December 31, 2012 shall be provided a new retirement formula of 2.0 percent @ 50 (2.7 percent @ 55). These employees shall contribute from their annual salary an employee contribution of 9 percent to CalPERS. Final compensation for employees hired on or after October 1, 2011 will be calculated based on a three-year average.

PEPRA

Those CalPERS safety employees hired on or after January 1, 2013, who are new members to CalPERS shall receive the new retirement

safety formula of 2.7 percent @ 57 in accordance with Government Code section 7522.04.

ARTICLE SIX

EMPLOYMENT CONDITIONS

Section I – Employee Parking

Employee parking will be made available without charge. If SCAQMD subsequently promulgates regulations in conflict with this provision, the City will meet and confer with the Association regarding any required changes.

Section II – Tuition Reimbursement

Management employees shall be eligible for tuition reimbursement as established by City policy and practice.

Section III – Management Rotation Program

Managers selected for the management professional development rotation program shall be given adequate prior notice. At a minimum, such notice shall consist of a written communication notifying the manager of the reassignment delivered no less than 10 working days before the new assignment takes effect. This provision is in no way intended to restrict an appointing authority's discretion to make immediate reassignments, if necessary, to respond to operational requirements and emergencies.

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

FOR THE LONG BEACH MANAGEMENT ASSOCIATION:

Robert Gill, President
Long Beach Management Association

Seyed Jalali, Treasurer
Long Beach Management Association

Leon Anthony Foster, Secretary
Long Beach Management Association

William LeBaron
Long Beach Management Association

Stephanie Montuya-Morisky
Long Beach Management Association

Hurley Owens
Long Beach Management Association

Cameron Smith
Long Beach Management Association

Meghan Weeks
Long Beach Management Association

Michelle Wilson
Long Beach Management Association

FOR THE CITY OF LONG BEACH:

Patrick H. West, City Manager

Duane Kenagy
Executive Director, Harbor Department

Chris Garner
General Manager, Water Department

Alejandrina Basquez
Director of Human Resources

Ken Walker
Manager of Labor Relations

APPROVED AS TO FORM:

Charles Parkin, City Attorney

APPENDIX A (NOTE NEED TO UPDATE)

POSITIONS REPRESENTED

ACCOUNTING OFFICER
ACCOUNTING OPERATIONS OFFICER
ACCOUNTING OPERATIONS OFFICER
ACCOUNTING OPERATIONS OFFICER
ADMIN ASSISTANT-CITY MANAGER
ADMIN OFFICER-AIRPORT
ADMIN OFFICER-COMMUNITY DEV
ADMIN OFFICER-DEVELOPMENT SVCS
ADMIN OFFICER-LIBRARY SERVICES
ADMIN OFFICER-OIL PROPERTIES
ADMIN OFFICER-POLICE
ADMIN OFFICER-POLICE
ADMIN OFFICER-PUBLIC WORKS
ADMIN OFFICER-PUBLIC WORKS
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER
ADMINISTRATIVE OFFICER-WATER
ADMINISTRATIVE SVCS OFFICER
ASSISTANT TO THE CITY MANAGER
ASSISTANT TO THE CITY MANAGER
ASSISTANT TO THE CITY MANAGER
ASST CHIEF FINANCIAL OFFICER
ASST DIR SEC-HOMELAND SECURITY
ASST DIR-COMMUNCTNS/COMM RELTNS
ASST DIRECTOR-ENVRNMNTL PLNG
ASST DIRECTOR-ENVRNMNTL PLNG
ASST DIRECTOR-HUMAN RESOURCES
ASST DIRECTOR-INFORMATION MGMT
ASST FIRE CHIEF
ASST FIRE CHIEF
ASST MANAGING DIR-ENGINEERING
ASST TO EXEC DIRECTOR
BUDGET MANAGEMENT OFFICER
BUILDING INSPECTION OFFICER
BUSINESS INFO SYSTEMS OFFICER
BUSINESS INFO TECH OFFICER
CHIEF FINANCIAL OFFICER
CHIEF OF POLICE
CITY CLERK BUREAU MANAGER
CITY CLERK BUREAU MANAGER

CITY CONTROLLER
CITY HEALTH OFFICER
CITY SAFETY OFFICER
CITY TREASURER/REVENUE OFFICER
CODE ENFORCEMENT OFFICER
COMMUNICATIONS OFFICER
COMMUNICATIONS OFFICER
COMMUNITY INFORMATION OFFICER
CONSTRUCTION SERVICES OFFICER
CUSTOMER SERVICES OFFICER
DEPARTMENT SAFETY OFFICER
DEPARTMENT SAFETY OFFICER
DEPARTMENT SAFETY OFFICER
DEPUTY CHIEF OF POLICE
DEPUTY CHIEF OF POLICE
DEPUTY CHIEF OF POLICE
DEPUTY DIRECTOR/CITY ENGINEER
DEPUTY DIRECTOR-CIVIL SERVICE
DEPUTY FIRE CHIEF
DEPUTY FIRE CHIEF
DEPUTY FIRE CHIEF
DIRECTOR OF COMMUNICATIONS
DIRECTOR OF DEVELOPMENT SVCS
DIRECTOR OF ENGINEERING
DIRECTOR OF FINANCIAL MGMT
DIRECTOR OF HEALTH & HUMAN SVC
DIRECTOR OF INFORMATION MGMT
DIRECTOR OF LIBRARY SERVICES
DIRECTOR OF LONG BEACH AIRPORT
DIRECTOR OF MAINTENANCE
DIRECTOR OF PRKS, REC & MARINE
DIRECTOR OF PUBLIC WORKS
DIRECTOR OF RISK MANAGEMENT
DIRECTOR OF SECURITY
DIRECTOR OF TECHNOLOGY SVCS
DIRECTOR OF TRADE RELATIONS
DIRECTOR OF WATER RESOURCES
DIRECTOR-CONSTRUCTION MGMT
DIRECTOR-ENGINEERING DESIGN
DIRECTOR-ENVIRONMENTAL PLNG
DIRECTOR-GOVERNMENT AFFAIRS
DIRECTOR-LONG BEACH GAS & OIL
DIRECTOR-PLANNING
DIRECTOR-PROGRAM MANAGEMENT
DIRECTOR-REAL ESTATE
DIRECTOR-TRANSPORTATION PLNG

DIR-GOV AFFAIRS/STRATEGIC INIT
DIR-HR/SPCL SVCS-HARBOR
DIVISION ENGINEER
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-PUBLIC WORKS
EMPLOYEE ASSISTANCE OFF-POLICE
ENGINEERING/DEVELPMNT SVCS OFF
EXEC ASST TO ASST CTY MGR
EXEC ASST TO CITY MANAGER
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
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EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-HARBOR
FACILITIES MANAGEMENT OFFICER
FACILITIES MANAGEMENT OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SYSTEMS OFFICER
FIRE CHIEF
FORENSIC SCIENCE SVCS ADMINSTR
GEN SUPT-RECREATION
GENERAL SUPT OF OPERATIONS
HISTORIC SITES OFFICER
HOMELESS SERVICES OFFICER

HOUSING ASSISTANCE OFFICER
HOUSING DEVELOPMENT OFFICER
HOUSING OPERATIONS OFFICER
HUMAN RESOURCES OFFICER
HUMAN RESOURCES OFFICER
HUMAN RESOURCES OFFICER
HUMAN SERVICES OFFICER
JAIL ADMINISTRATOR
LABORATORY SERVICES OFFICER
LABORATORY SERVICES SUPERVISOR
MANAGEMENT INFO SYS OFFICER
MANAGER OF ACCOUNTING
MANAGER OF PORT PROJECTS
MANAGER OF PORT PROJECTS
MARINE SAFETY CHIEF
MGR-ADMIN & FINANCIAL SERVICES
MGR-ADMINISTRATION
MGR-ADMINISTRATION
MGR-ANIMAL CARE SERVICES
MGR-AUTOMATED SERVICES
MGR-BUSINESS INFORMATION SVCS
MGR-BUSINESS OPERATIONS
MGR-BUSINESS OPERATIONS
MGR-BUSINESS RELATIONS
MGR-COMMERCIAL SERVICES
MGR-CONTRACT ADMINISTRATION
MGR-CUSTOMER SERVICE-TECH SVC
MGR-DISASTER MANAGEMENT
MGR-ELECTRIC GENERATION
MGR-EMERGENCY MANAGEMENT
MGR-ENGINEERING & CONSTRUCTION
MGR-ENVIRONMENTAL HEALTH
MGR-ENVIRONMENTAL SERVICES
MGR-FACILITIES MAINTENANCE
MGR-FLEET SERVICES
MGR-FLEET/ENVIRONMENTAL SVCS
MGR-GAS SERVICES
MGR-GOVERNMENT/PUBLIC AFFAIRS
MGR-HOUSING AUTHORITY
MGR-HOUSING SERVICES
MGR-INFRASTRUCTURE MAINTENANCE
MGR-MAIN LIBRARY SVCS
MGR-MAINTENANCE OPERATIONS
MGR-MARINE OPERATIONS
MGR-NEIGHBORHOOD LIBRARY SVCS
MGR-NEIGHBORHOOD LIBRARY SVCS

MGR-NEIGHBORHOOD SERVICES
MGR-OIL OPERATIONS
MGR-PLANNING
MGR-PLANNING & DEVELOPMENT
MGR-PREVENTIVE HEALTH
MGR-PROPERTY SERVICES
MGR-PUBLIC HEALTH
MGR-PUBLIC SERVICE
MGR-RECREATION SERVICES
MGR-SAFETY/BUSINESS CONTINUITY
MGR-SECURITY & EMERGENCY PREP
MGR-SPECIAL EVENTS & FILMING
MGR-SUPPORT SERVICES-HEALTH
MGR-TECH INFRASTRUCTURE SVCS
MGR-WORKFORCE DEVELOPMENT
NEIGHBORHOOD IMPRVMT OFFICER
NEIGHBORHOOD RESOURCES OFFICER
NURSING SERVICES OFFICER
NUTRITION SERVICES OFFICER
OCCUPATIONAL HLTH SVCS OFFICER
PARK DEVELOPMENT OFFICER
PARKING OPERATIONS OFFICER
PLANNING OFFICER
POLICE ADMIN BUREAU CHIEF
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE COMMANDER
POLICE RECORDS ADMINISTRATOR
PREVENTION SERVICES OFFICER
PROCUREMENT & WAREHOUSE SUPV
REAL ESTATE OFFICER
RECREATION SUPERINTENDENT
RECREATION SUPERINTENDENT
REDEVELOPMENT ADMINISTRATOR
REDEVELOPMENT PROJECT OFFICER
REDEVELOPMENT PROJECT OFFICER
REDEVELOPMENT PROJECT OFFICER
REDEVELOPMENT PROJECT OFFICER

REVENUE MANAGEMENT OFFICER
RISK MANAGER
SECRETARY TO THE BOARD-WATER
SERRF OPERATIONS OFFICER
SEWER OPERATIONS SUPT
SPECIAL PROJECTS OFF-HOUSING
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFF-PUB WORKS
SPECIAL PROJECTS OFF-PUB WORKS
STRM WTR/ENVRN CMLNC OFFICER
SUPT-AIRPORT OPERATIONS
SUPT-AIRPORT OPERATIONS
SUPT-FLEET ACQUISITION
SUPT-FLEET MAINTENANCE
SUPT-FLEET OPERATIONS
SUPT-OPERATIONS
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PARK MAINTENANCE
SUPT-PERSONNEL & TRAINING
SUPT-PIPELINE CONST & MAINT
SUPT-REFUSE & STREET SWEEPING
SUPT-STREET MAINTENANCE
SUPT-TOWING & LIEN SALES
SUPT-TRAFFIC OPERATIONS
TECHNICAL SUPPORT OFFICER
TELECOMMUNICATIONS OFFICER
TELEMETRY SYSTEMS SUPT
TRANSPORTATION PROGRAMMING OFF
TREASURY OPERATIONS OFFICER
TREASURY OPERATIONS OFFICER
VIDEO COMMUNICATIONS OFFICER
WATER OPERATIONS SUPT
WATER TREATMENT SUPT
WIRELESS COMMUNICATIONS OFCR
WORKFORCE DEVELOPMENT OFFICER
WORKFORCE DEVELOPMENT OFFICER
WORKFORCE DEVELOPMENT OFFICER
ZONING OFFICER

APPENDIX B

LIST OF SWORN CLASSIFICATIONS

Chief of Fire

Deputy Fire Chief

Assistant Fire Chief

Marine Safety Chief

Chief of Police

Deputy Chief of Police

Police Commander

APPENDIX C

ADDITIONAL PAY FOR SWORN MANAGERS

During the term of this Agreement, the parties agree to codify the current Additional Pay provisions in the Salary Resolution that apply to certain sworn managers with the following modifications specified below.

A. Long Beach Fire Department Command Staff

1. Fire Sworn Longevity Pay

Assistant Fire Chiefs and Deputy Fire Chiefs shall be eligible for Longevity Pay as follows:

- a. Five percent (5%) of top step Firefighter base hourly rate for ten (10) years of service as a Firefighter with the City of Long Beach effective October 1, 2016;
- b. An additional five percent (5%) of top step Firefighter base hourly rate for fifteen (15) years of service as a Firefighter with the City of Long Beach effective October 1, 2016;
- c. Effective the first full pay period after adoption by the City Council of the this successor MOU, an additional five percent (5%) of top step Firefighter base hourly rate for twenty (20) years of service as a Fire Fighter with the City of Long Beach.
- d. Bargaining unit members who have prior California firefighting experience, as fulltime career sworn firefighters with the State of California Firefighter One certification are eligible for credit for longevity pay, for each full month worked. Credit will be given for prior experience as a firefighter with the State of California, a California city or county fire department or fire protection district, or other firefighting experience as determined by the City Manager to be equivalent as long as the member possessed a Firefighter One certification issued by the State of California in the performance of those duties.

2. Fire Sworn Education Pay

Effective October 1, 2016, the Deputy Fire Chiefs, Assistant Fire Chiefs, and the Marine Safety Chief who possess a Bachelor Degree from an accredited institution shall be compensated Education Pay in the amount of 7.51% of a top step Firefighter. The Education Pay shall commence upon submission of the Bachelor degree to the department.

B. Long Beach Police Department Command Staff

The calculation for percentage-based Skill Pays, listed through this MOU and Salary Ordinance provisions, where referenced as a percentage of "Top Step Police Officer", shall continue to be based on Step 5 of Police Officer and not the new longevity Step 6 referenced in the Memorandum of Understanding between the CLB and LBPOA Section XVI.B.

1. Police Sworn Longevity Pay

Deputy Chiefs and Police Commanders shall be eligible for Longevity Pay as follows:

- a. Five percent (5%) of top step Police Officer base hourly rate for ten (10) years of service as a Police Officer with the City of Long Beach. This provision shall be eliminated effective the first full pay period after January 1, 2018;
- b. Five percent (5%) of 5th step Police Officer base hourly rate for fifteen (15) years of service as a Police Officer with the City of Long Beach;
- c. Effective the first full pay period after January 1, 2018, an additional five percent (5%) of 5th step Police Officer base hourly rate for twenty (20) years of service as a Police Officer with the City of Long Beach;
- d. Bargaining unit members transferring to the City as Police Officer-Lateral Entry or Police Officer - Entry Level with California law enforcement experience prior to Long Beach are eligible for longevity pay on a month for month basis if they have prior experience as a Highway Patrol Officer, Deputy Sheriff, Municipal Police Officer, or State Police Officer and possess a basic POST certificate issued by the State of California; □
- e. Bargaining unit members transferring to the City as Police Officer-Lateral Entry or Police Officer - Entry Level with law enforcement experience outside of California are eligible for longevity pay on a month for month basis if they possess a Basic Course Waiver (BCW) issued by the California Commission on Peace Officer Standards and Training and the experience is determined to be equivalent by the City Manager.

2. Police Sworn Education Pay

- a. Effective October 1, 2016, Deputy Chiefs and Police Commanders are eligible to receive the following additional compensation for the indicated degrees from a fully accredited college or university:
 - i. Associates Degree (or 60 units towards a BA/BS Degree) 2.75% of Step 5 Police Officer base pay.
 - ii. Bachelors Degree 5% of Step 5 Police Officer base pay.
 - iii. Masters Degree 6.5% of Step 5 Police Officer base pay.
- b. The following terms and conditions shall apply to education pay:

- i. The Education Pay shall commence upon submission of the highest degree earned to the department.
- ii. Bargaining unit members can receive only the highest level of education pay he/she is entitled to.
- iii. There will be no combining of education pays.
- iv. Bargaining unit members may receive education and POST Management Certificate pay simultaneously.

3. Police Sworn POST Management Certificate Pay

- a. Deputy Chiefs and Police Commanders who possess a POST Management Certificate are eligible to receive special pay of 7.5 percent of Step 5 Police Officer base pay per month.
- b. Those bargaining unit members who have a POST Management Certificate as of October 1, 2016, shall receive the POST Management skill pay as of that date. All other employees will receive the skill pay upon submission of their certificate to the department.
- c. Any compensation for lesser certification held prior to promotion to Police Commander will not be eligible.

APPENDIX D

CITY AND LBMA MANAGEMENT COMPENSATION REVIEW

During the term of this Agreement, the parties agree to convene a committee to review and discuss management compensation. In an effort to improve communication and general understanding of management compensation, both parties agree to appoint up to three (3) representatives each to meet on a quarterly basis to review the management compensation system. The committee will review the HAY compensation system, alternative options that best fit the City of Long Beach and mutually identify 10 classifications to conduct a comparable salary survey with mutually agreed benchmark Cities. The committee will present its findings and recommendations in a joint meeting between LBMA Board, City Manager and Director of Human Resources.

APPENDIX E

FY 16 ONE-TIME PAYMENT

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

2. All unit members, except unit members in job classes listed in Appendix B, who were employed by the City during October 1, 2015 to September 30, 2016 and who are current employees as of the ratification of this Agreement by the City Council, shall receive a one-time, ad-hoc lump-sum payment equal to three percent (3%) of their weekly base salary. Current employees who were employed by the City for a portion of October 1, 2015 to September 30, 2016, shall receive a pro-rated lump-sum payment based on the number of weeks the employee worked during this time period.
3. For the purposes of the one-time ad-hoc lump sum payment calculation, base pay excludes any additional compensation over and above an affected employee's normal base pay, such as, but not limited to, skill pay, bonus pay, higher classification pay, acting pay, bilingual pay or any other additional compensation.
4. The one-time payment shall be an off-salary schedule payment; and payment shall not be the basis upon which future salary increases will be calculated.
5. The one-time 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 of the City's regular payroll is paid at the conclusion of the payroll period following ratification of the MOU by the City Council.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY PROSECUTORS ASSOCIATION

OCTOBER 1, 2015 TO SEPTEMBER 30, 2019

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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 three 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 bargaining unit members represented by the Association on the effective date indicated:

WAGES

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

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

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

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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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 \$1686.93 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 1st 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, but will not exceed the following amounts:
 - 1. On January 1, 2017 and every January 1st thereafter during the term of the Agreement, employees with single or two-party plan health coverage, shall pay thirty percent (30%) of the increase or \$25 whichever is less, over the rates in effect in the prior year for the plan options selected. The \$25 cap will also apply to employees with family plan health coverage in plan year 2017.
 - 2. Beginning January 1, 2018, employees with family plan health coverage shall pay thirty percent (30%) of the increase or \$30, whichever is less, over the rates in effect in the prior year for the plan options selected.
 - 3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

carryover amount is exhausted or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

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. 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 and 2019.

7. Retirement

A. Continuation of Retirement Benefits

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

B. PEPRA

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

8. Mileage Reimbursement

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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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 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;

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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.

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.

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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. 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. In addition, additional days of executive leave, not to exceed five days (40 hours) per calendar year, may be granted by the City Prosecutor at his sole and exclusive discretion.

17. Floor Warden Skill Pay

Effective June 1, 2017, the parties agree to eliminate the Floor Warden skill pay.

18. Overtime

Effective June 1, 2017, the City will calculate overtime based on FLSA requirements to only include time actually worked for bargaining unit members eligible to receive FLSA overtime. Further, during the term of this Agreement, the City will be reviewing its FLSA and overtime policies, ordinances and resolutions. During the term of the Agreement, the parties agree to meet and confer over changes to the City's FLSA related policies, ordinances and resolutions as required by the Meyers Milias Brown Act. The City Prosecutors Bargaining Unit retains the right to negotiate to the fullest extent permitted by law.

19. Economic Crisis Clause

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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

20. 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.

21. Term and Renegotiation

The term of this MOU 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.

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 PROSECUTORS ASSOCIATION

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2017.

FOR THE CITY PROSECUTORS ASSOCIATION:

Laura Reimer, President

FOR THE CITY OF LONG BEACH

Patrick H. West, City Manager

Douglas Haubert, City Prosecutor

Alejandrina Basquez
Director of Human Resources

Ken Walker
Manager of Labor Relations

Stephanie Kemp
Personnel Analyst

APPROVED AS TO FORM:

Charles Parkin, 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

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

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).