

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 RESOLUTION NO. RES-20-0103
2

3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY
4 OF LONG BEACH APPROVING MEMORANDA OF
5 UNDERSTANDING WITH THE LONG BEACH LIFEGUARDS
6 ASSOCIATION, LONG BEACH MANAGEMENT
7 ASSOCIATION, LONG BEACH ASSOCIATION OF
8 CONFIDENTIAL EMPLOYEES, LONG BEACH CITY
9 PROSECUTORS ASSOCIATION, AND LONG BEACH CITY
10 ATTORNEYS ASSOCIATION; AND AUTHORIZING AND
11 DIRECTING THE CITY MANAGER TO EXECUTE SUCH
12 MEMORANDA; AND DIRECTING CERTAIN IMPLEMENTING
13 AND RELATED ACTIONS
14

15 WHEREAS, on the date of adoption of this resolution, the City Council has
16 considered Memoranda of Understanding (MOU) with the Long Beach Lifeguards
17 Association, Long Beach Management Association, Long Beach Association of
18 Confidential Employees, Long Beach City Prosecutors Association, and Long Beach
19 City Attorneys Association; and

20 WHEREAS, it is the desire of the City Council to approve such Memoranda
21 of Understanding and to provide for its implementation;

22 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
23 follows:

24 Section 1. That Memoranda of Understanding between the Long Beach
25 Lifeguards Association, Long Beach Management Association, Long Beach
26 Association of Confidential Employees, Long Beach City Prosecutors Association,
27 and Long Beach City Attorneys Association, which are hereby incorporated by
28 reference in this resolution as Attachments A to E, respectively, are hereby approved.

1 Section 2. Additionally, the terms of the Long Beach Management
2 Association (“LMBA”) MOU shall be extended to unrepresented management
3 employees, as indicated on Attachment F which is attached hereto and incorporated
4 herein by this reference.

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

14 Section 4. The City Manager is also authorized to correct any clerical
15 errors or make necessary technical corrections with City Attorney concurrence
16 subsequent to City Council approval.

17 Section 5. This resolution shall take effect immediately upon its adoption
18 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

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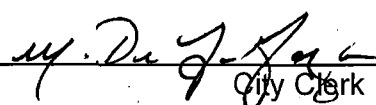
I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of August 25, 2020, by the following vote:

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

Noes: Councilmembers: None.

Absent: Councilmembers: None.

Recusal(s): Councilmembers: None.



City Clerk

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ATTACHMENT A

LONG BEACH LIFEGUARDS ASSOCIATION TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a three-year agreement from October 1, 2019 through September 30, 2022, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:
 - a. 3 percent effective April 1, 2020
 - b. 3 percent effective September 30, 2021
 - c. 2.5 percent effective September 30, 2022
2. Skill Pays:
 - a. Longevity Pay: Effective pay period that includes April 1, 2021, the City shall provide longevity pay compensation as follows;
 - i. 3 percent of top step Marine Safety Officer base hourly rate for 10 years of service as a permanent full-time employee under LGA.
 - ii. 5 Percent of top step Marine Safety Officer base hourly rate for 15 years of service as a permanent full-time employee under LGA.
 - b. Swift Water Technician Pay: Effective the first day of the first full pay period that includes October 1, 2020, the City shall provide Swift Water Technician pay in the amount of 1.5 percent of top step Marine Safety Officer base hourly rate for bargaining unit members with appropriate certification and assigned to such duties.
 - c. Administrative Pay: Effective the first day of the first full pay period that includes October 1, 2020, the City shall provide each Marine Safety Captain who performs in an administrative capacity, additional compensation in the amount of 6 percent of top step Marine Safety Officer base hourly rate.
 - d. Junior Lifeguard Coordinator Pay: Effective the first day of the first full pay period that includes October 1, 2020, the City shall provide each Marine Safety Officer and/or Marine Safety Sergeant, additional compensation in the amount of 2 percent of top step Marine Safety Officer base hourly rate, when assigned duties as a lead Junior Lifeguard Coordinator. (No longer seasonal position.)
 - e. Bilingual Pay Increase: Effective October 1, 2020, the Bilingual Pay for LGA Bargaining Unit members including Marine Safety Captain shall increase from \$0.80 per hour to \$1.20 per hour. This change is an effort to support the City's Language Access provision, which establishes standards and procedures for providing equal access services and programs to all residents, including those with limited proficiency in English.
3. Workers' Compensation Coverage: In 2021, permanent full-time employees will receive 100 percent pay while they are disabled from work due to an industrial injury.
4. Employee Cost-Sharing: The tentative agreement includes a provision that would have LGA employees in the Classic safety retirement tiers contribute 2 percent of their compensation toward the employer's share of CalPERS retirement contribution effective the pay period that includes October 1, 2021. Classic safety members represent approximately 56 percent of the permanent LGA membership (non-career temporary employees receive PARS retirement benefit). This proposal would add 2 percent to their current contribution of 9 percent, bringing their total contribution to 11 percent.

The increase in Classic employee contributions by 2 percent would reduce the City's contribution for Classic employees by an equivalent 2 percent. Government Code Section 20516(f) allows employers to independently agree in an MOU to share the employer's pension costs. However, the employee contributions under Section 20516(f) are not credited to the employee's CalPERS account. Government Code Section 20516(a) allows for a similar arrangement that permits a credit to employees' CalPERS account; however, there are several administrative actions that need to take place before implementation.

The proposed MOU provision, if adopted by the City Council, would allow the City to implement this cost-sharing arrangement effective the pay period that includes October 1, 2021 under Section 20516(f). Then after completion of the CalPERS administrative requirements, to amend the City's contract with CalPERS switching the cost-sharing arrangement under Section 20516(a). To implement a cost-sharing arrangement under Section 20516(a), CalPERS requires an amendment to the CalPERS contract, which is accomplished by the following administrative steps:

- City Council adoption of a Resolution of Intent to approve a contract amendment between CalPERS and the City initiates the process for the contract amendment.
- City sends CalPERS a letter requesting a contract amendment for cost-sharing with a copy of the MOU agreement.
- Adopt an Ordinance authorizing a contract amendment between CalPERS and the City. The Ordinance requires a first and a second reading, after the employee vote.
- CalPERS conducts a secret ballot election of LGA members. The majority of the members must elect to change the employees' rate of contribution.
- City Council adoption of the Ordinance (second and final reading).
- Execution of CalPERS contract amendment.

For Additional General Provisions please refer to Council letter or LGA MOU.

ATTACHMENT B

LONG BEACH MANAGEMENT ASSOCIATION TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

A. Non-Sworn Management

1. General Wage Increases in the pay period that includes the following dates:
 - a. 3 percent effective April 1, 2020
 - b. 1 percent effective September 30, 2021
 - c. 2 percent effective September 30, 2022
 - d. 2 percent effective September 30, 2023
2. Pay for Performance Award Pilot Program: Applies to eligible employees under the annual Management Performance Appraisal (MPA) in civilian classifications in LBMA.

B. Sworn Management Only

1. General Wage Increases for Sworn Management are as follows:
 - a. 4 percent effective October 1, 2019
 - b. 3 percent effective October 1, 2021
 - c. 2.5 percent effective April 1, 2022
2. Employee Cost-Sharing: Effective with the start of the first full pay period of FY 20, Classic safety employees will contribute 3 percent of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to California Government Code Section 20516(f). This cost sharing contribution will be in addition to the 9 percent statutory employee contribution already paid by the employee, and will increase the employee's contribution to a total of 12 percent.

The increase in Classic employee contributions by 3 percent would reduce the City's contribution for Classic employees by an equivalent 3 percent. Government Code Section 20516(f) allows employers to independently agree in an MOU to share the employer's pension costs. However, the employee contributions under Section 20516(f) are not credited to the employee's CalPERS account. Government Code Section 20516(a) allows for a similar arrangement that permits a credit to employees' CalPERS account; however, there are several administrative actions that need to take place before implementation.

The proposed MOU provision, if adopted by the City Council, would allow the City to implement this cost-sharing arrangement effective the pay period that includes October 1, 2019 under Section 20516(f). Then after completion of the CalPERS administrative requirements, to amend the City's contract with CalPERS switching the cost-sharing arrangement under Section 20516(a) for all sworn management, except for Marine Safety Chief. The Marine Safety Chief, under the Local Safety (Other) plan will have the 3 percent cost sharing under Government Code section 20516(f) converted to cost sharing, pursuant to Government Code Section 20516(a) to the extent allowed by CalPERS and any balance remaining if any, will be continue as cost sharing pursuant to Government Code section 20516(f). To implement a cost-sharing arrangement under Section 20516(a), CalPERS requires an amendment to the CalPERS contract, which is accomplished by the following administrative steps:

ATTACHMENT B

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- City Council adoption of a Resolution of Intent to approve a contract amendment between CalPERS and the City initiates the process for the contract amendment.
- City sends CalPERS a letter requesting a contract amendment for cost-sharing with a copy of the MOU agreement.
- Adopt an Ordinance authorizing a contract amendment between CalPERS and the City. The Ordinance requires a first and a second reading, after the employee vote.
- CalPERS conducts a secret ballot election of LBMA members. The majority of the members must elect to change the employees' rate of contribution.
- City Council adoption of the Ordinance (second and final reading).
- Execution of CalPERS contract amendment.

C. All members

1. The City will contribute a deferred compensation 457(b) match for all permanent members of the Association. The maximum contribution effective September 30, 2021 will be a match of up to 1 percent of base hourly rate for all qualified members that are contributing to the 457(b) plan. The maximum contribution effective September 30, 2022 will be a match up to 2 percent of base hourly rate for all qualified members that are contributing to the 457(b) plan. The deferred compensation 457(b) match program must comply with all applicable IRS and City of Long Beach Deferred Compensation plan requirements and rules.
2. Effective January 1, 2021, the City will increase the employer-paid short-term disability plan maximum weekly benefit from \$1,000 to \$1,500 and long-term disability plan maximum monthly benefit from \$5,000 to \$7,000.

For Additional General Provisions please refer to Council letter or LBMA MOU.

ATTACHMENT C

ASSOCIATION OF CONFIDENTIAL EMPLOYEES TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:
 - a. 3 percent effective April 1, 2020
 - b. 2 percent effective September 30, 2021
 - c. 1.5 percent effective September 30, 2022
 - d. 1.5 percent effective April 1, 2023
2. Equity Adjustments
 - a. Effective the first day of the pay period that includes September 30, 2021, the following classifications shall receive a 1.25 percent equity adjustment:
 - Clerk Typist II-Conf
 - Clerk Typist III-Conf
 - Clerk Typist IV-Conf
 - Secretary-Conf
 - Administrative Aide I-Conf
 - Personnel Asst I-Conf
 - Administrative Aide II-Conf
 - Personnel Asst II-Conf
 - Asst Admin Analyst I-Conf
 - Asst Admin Analyst II-Conf
 - Business Sys Spclst I-Conf
 - Safety Specialist I-Conf
 - Administrative Analyst I-Co
 - Personnel Analyst I-Conf
 - Safety Specialist II-Conf
 - Administrative Analyst II-Conf
 - Personnel Analyst II-Conf
 - Administrative Analyst III-Conf
 - Personnel Analyst III-Conf
 - Senior Accountant-Conf
 - Business Sys Speclst IV-Conf
 - Safety Specialist III-Conf
 - Administrative Analyst IV-Conf
 - Personnel Analyst IV-Conf
 - Business Sys Speclst V-Conf
 - Business Sys Speclst VI -Conf
 - Business Sys Speclst VII-Conf
 - b. Effective the first day of the pay period that includes April 1, 2022, the following classifications shall receive a 1.5 percent equity adjustment:
 - Senior Accountant-Conf
 - Administrative Analyst I-Conf
 - Administrative Analyst II-Conf
 - Administrative Analyst III-Conf
 - Administrative Analyst IV-Conf
 - Personnel Analyst I-Conf
 - Personnel Analyst II-Conf
 - Personnel Analyst III-Conf
 - Personnel Analyst IV-Conf
3. 457 Deferred Compensation Increase: Effective the first day of the pay period that includes September 30, 2022, the City proposes to increase the Deferred Compensation in the amount of \$25.00 (from \$75.00 to \$100.00 per month).

For Additional General Provisions please refer to Council letter or ACE MOU.

ATTACHMENT D

CITY PROSECUTORS ASSOCIATION TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:
 - a. 3 percent effective April 1, 2020
 - b. 2 percent effective September 30, 2021
 - c. 2 percent effective September 30, 2022
 - d. 1 percent effective April 1, 2023
2. Equity Adjustments
 - a. Effective the first day of the pay period that includes September 30, 2022, the following classifications shall receive a 1.5 equity adjustment:
 - 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
3. Professional Incentive Pay
 - a. Effective the first full pay period following council adoption, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive pay to the following bargaining unit members:
 - Deputy City Prosecutor
 - Deputy City Prosecutor I
 - Deputy City Prosecutor II
 - Deputy City Prosecutor III
 - Deputy City Prosecutor IV
 - Supervisor – Deputy City Prosecutor
 - b. Effective the first day of the pay period that includes April 30, 2022, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive pay to the following bargaining unit members:
 - Deputy City Prosecutor
 - Deputy City Prosecutor I
 - Deputy City Prosecutor II
 - Deputy City Prosecutor III
 - Deputy City Prosecutor IV
 - Supervisor – Deputy City Prosecutor
4. Personal Holiday In Lieu of City Holiday: Effective the first full pay period of calendar year 2021 or upon implementation of the city's LB Coast HR system (whichever comes first), the City will provide one additional Personal Holiday (8 hours) in lieu of the new City observed Holiday (Election Day) to eligible permanent full-time and permanent part-time employees.
5. Life Insurance: Effective January 1, 2021, the Life Insurance section will be revised, providing employees in the positions of Deputy City Prosecutor, Deputy City Prosecutor I, Deputy City Prosecutor II, Deputy City Prosecutor III, and Deputy City Prosecutor IV will be provided a \$200,000 life insurance policy. Other members of the bargaining unit shall be provided a \$100,000 life insurance policy.

For Additional General Provisions please refer to Council letter or CPA MOU.

ATTACHMENT E

CITY ATTORNEYS ASSOCIATION TENTATIVE AGREEMENT

Summary of Association-Specific Provisions

The proposed MOU is for a four-year agreement from October 1, 2019 through September 30, 2023, and it includes the following major provisions:

1. General Wage Increases in the pay period that includes the following dates:
 - a. 2.5 percent effective April 1, 2020
 - b. 1 percent effective September 30, 2022
 - c. 1 percent effective April 1, 2023
2. Equity Adjustments
 - a. Effective the first day of the first full pay period that includes September 30, 2021, the Deputy City Attorney and Legal Assistant - Subrogation classifications shall receive a 2.5 percent equity adjustment.
 - b. Effective the first day of the first full pay period that includes September 30, 2022, the Deputy City Attorney and Legal Assistant - Subrogation classifications shall receive a 1.5 percent equity adjustment.
 - c. Effective the first day of the first full pay period that includes April 1, 2023, the Deputy City Attorney and Legal Assistant - Subrogation classifications shall receive a 1 percent equity adjustment.
3. Additional Steps: Effective the first day of the pay period that includes September 30, 2021, two additional steps (Step 6 and Step 7) equivalent to approximately a 5 percent increase each step (10 percent total) shall be added to the following classifications:
 - Worker's Comp Examiner I
 - Worker's Comp Examiner II
 - Worker's Comp Examiner III
 - General Liability Claims Adjuster I
 - General Liability Claims Adjuster I
 - General Liability Claims Adjuster I
4. Professional Expense Reimbursement: Effective the first day of the pay period including September 30, 2021, employees in the classifications listed below are eligible for reimbursement up to \$600.00 for self-insurance certification or paralegal certification:
 - Worker's Comp Examiner I
 - Worker's Comp Examiner II
 - Worker's Comp Examiner III
 - Worker's Comp Med Only Examiner
5. Bilingual Pay: Effective the first day of the pay period that includes April 30, 2021, employees in the following classification shall be eligible to receive bilingual pay (\$1.00 per hour).
 - General Liability Claims Adjuster I
 - General Liability Claims Adjuster II
 - General Liability Claims Adjuster III
6. Professional Incentive Pay
 - a. Effective the first full pay period following council adoption, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive pay to permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation.

ATTACHMENT E

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- b. Effective the first day of the pay period that includes April 30, 2022, the City shall provide a one-time ad-hoc \$900.00 Professional Incentive pay to permanent full-time Deputy City Attorneys and Legal Assistant – Subrogation.
7. New Associate Attorney Title: Effective the first day of the pay period that includes October 1, 2020, the City shall establish a new Associate Attorney title assigned to the City Attorney Association.

For Additional General Provisions please refer to Council letter or CAA MOU.

ATTACHMENT F

UNREPRESENTED MANAGEMENT (NON-SWORN) EMPLOYEE TERMS

Summary of Unit-Specific Provisions

The compensation terms listed in items 1 through 3 apply to unrepresented management (non-sworn employees), except Elected Officials and City Clerk that have annual pay adjustments set by the provisions of Section 203 of the City Charter.

1. General Wage Increases effective the first day of the pay period that includes the following dates:
 - a. 3 percent effective April 1, 2020
 - b. 1 percent effective September 30, 2021
 - c. 2 percent effective September 30, 2022
 - d. 2 percent effective September 30, 2023
2. Deferred Compensation Match - The City will contribute a deferred compensation 457(b) match for all permanent members of the Association. The maximum contribution effective September 30, 2021 will be a match of up to 1 percent of base hourly rate for all qualified members that are contributing to the 457(b) plan. The maximum contribution effective September 30, 2022 will be a match up to 2 percent of base hourly rate for all qualified members that are contributing to the 457(b) plan. The deferred compensation 457(b) match program must comply with all applicable IRS and City of Long Beach Deferred Compensation plan requirements and rules.
3. Pay for Performance Award Pilot Program applies to eligible management employees under the annual Management Performance Appraisal (MPA).
4. Furloughs – All non-sworn management will participate in the 26-day furlough (208 hours) in FY 21, with an alternative option for critical positions on an exception basis. Elected Officials that have compensation rates set by the City Charter shall have the option to participate in equivalent pay reduction program.

The benefit terms listed in items 5 through 10 shall apply to eligible unrepresented management employees as determined by the Human Resources Department:

5. Disability Plan - Effective January 1, 2021, the City will increase the employer-paid short-term disability plan maximum weekly benefit from \$1,000 to \$1,500 and long-term disability plan maximum monthly benefit from \$5,000 to \$7,000.
6. New Paid Parental Leave - Full-time employees eligible for City health benefits who have completed 6 months of full-time City service will be eligible for up to 30 consecutive days (160 hours-4/10 shift; 192 hours-platoon shift) of Paid Parental Leave following the birth of a child, adoption of a child, or placement of a foster child in their home.
7. Additional City Holiday - In 2021, employees will receive one additional paid City holiday (Election Day – 1st Tuesday after November 1st every year).

8. Vacation, Holiday In-Lieu and Personal Holiday Accrual Maximum:

- a. In 2021, the City will implement revised vacation, personal holiday, and in-lieu holiday accrual maximums. This will provide greater clarity on the accruals and accommodate the City's LB Coast HR system requirements.
- b. New employees may utilize accrued vacation hours upon completing 6 months of employment versus the current 12-month wait period.
- c. In light of the COVID-19 pandemic, the vacation accrual maximum will be temporarily increased to four years through December 31, 2023 and will revert to the three years effective January 1, 2024.

9. Bereavement Leave Program that establishes clarifying non-eligible employees, adding new eligible family members, and establishing clarifying language regarding annual maximums.

10. Sick Leave Usage Program that expands the number of sick leave accruals employees can use for absence from duty for personal medical appointments or to attend to their ill, eligible family member(s) while on a protected leave.