

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH MANAGEMENT ASSOCIATION

OCTOBER 1, 2015 TO SEPTEMBER 30, 2019

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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

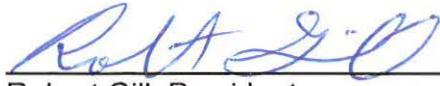
Management employees shall be eligible for tuition reimbursement as established by City policy and practice.

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 5th day of April 2017.

FOR THE LONG BEACH MANAGEMENT ASSOCIATION:


Robert Gill, President
Long Beach Management Association

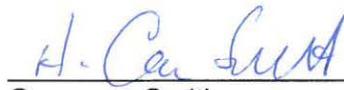

Seyed Jalali, Treasurer
Long Beach Management Association

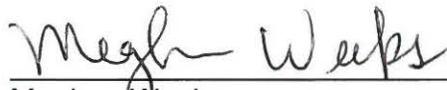

Leon Anthony Foster, Secretary
Long Beach Management Association


William LeBaron
Long Beach Management Association


Stephanie Montuya-Morisky
Long Beach Management Association

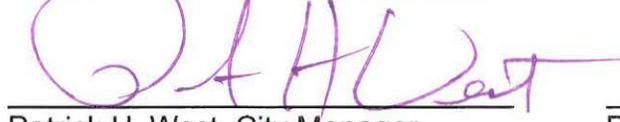

Hurley Owens
Long Beach Management Association


Cameron Smith
Long Beach Management Association


Meghan Weeks
Long Beach Management Association

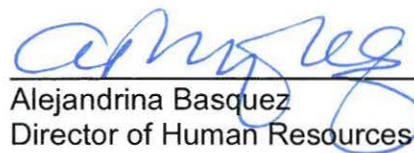

Michelle Wilson
Long Beach Management Association

FOR THE CITY OF LONG BEACH:


Patrick H. West, City Manager

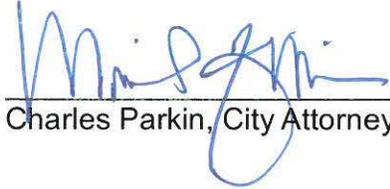

Duane Kenagy
Executive Director, Harbor Department


Chris Garner
General Manager, Water Department


Alejandrina Basquez
Director of Human Resources


Ken Walker
Manager of Labor Relations

APPROVED AS TO FORM:

by  5/2/17
Charles Parkin, City Attorney

APPENDIX A

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

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 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 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.