MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY PROSECUTORS ASSOCIATION

OCTOBER 1, 2007 TO SEPTEMBER 30, 2012

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

3. **Salaries**

A. Salary Increases

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective date indicated:

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

B. Classification Compensation Equity Adjustments

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

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

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

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

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

4. State Bar Association Dues

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

5. Health, Dental and Life Insurance Benefits

A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits up to $796 per month for employees in permanent full-time positions.

2. Employees may change benefit coverage during open enrollment. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

B. Effective January 1, 2009 and every January 1st thereafter during the term of the agreement, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

Employees shall pay 30% of the increase or an additional $25 whichever is less, over the rates in effect in the prior year for the plan options selected.

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

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

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

6. Health Insurance Advisory Committee

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

7. Retirement

A. Continuation of Retirement Benefits

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

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

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

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

1. Contributions

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

2. Eligibility Requirements

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

a. Is a CalPERS-eligible miscellaneous employee of the City of Long Beach, on or after October 1, 2009 provided the PARS enhancement has been adopted and all necessary contracts have been executed;

b. Is at least fifty-five (55) years of age;

c. Has completed five (5) or more years of full-time continuous employment with the City as of the last date of hire with the City;

d. Has terminated employment with the City and concurrently retires under CalPERS and remains in retired status under CalPERS*; and

e. Has applied for benefits under this Plan.

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

3. PARS Benefit Description

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

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

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

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

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

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

Example of Benefit Calculation

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

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

PARS Monthly Lifetime Benefit = $416.66

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

The implementation process is as follows:

a. A PARS trust resolution will be prepared and sent to City Council for approval.

b. PARS trust, plan, adoption agreement, and administrative services agreement will be executed by City staff.

c. An amendment to the City's agreement with CalPERS for all Miscellaneous employees will be prepared and sent to City Council for approval.

d. City contributions will commence to the trust and plan.

e. Newly hired employees will receive plan summaries as they join City ranks after the effective date of the plan.

C. Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation

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

8. Mileage Reimbursement

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

9. Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six (96) hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence

from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee has the option to retain up to eighty-hours of sick leave/vacation/holiday pay in the system. However, previously scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

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

Said premium payment shall continue until:

1. The spouse remarries;
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
3. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

10. **Holiday Schedule**

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

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

For the covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.
Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours.
Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

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

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

11. **Short-term/Long-term Disability Benefits**

Employees in the classification of Deputy City Prosecutor will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums, unless the employee desires to pay said premiums for tax purposes.

12. **Life Insurance**

In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Prosecutor will be provided a $150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said $150,000 life insurance policy. Because of tax consequences, employees shall have the option of taking the $150,000 policy or additional life insurance coverage not to exceed $50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

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

13. **Jury Duty**

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

14. **Deferred Compensation**

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

2. Except as provided under State and Federal law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.

3. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.

4. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

15. **Mandatory Continuing Legal Education (MCLE)**

The City shall reimburse, through the office of the City Prosecutor, up to $180.00 per fiscal year for Mandatory Continuing Legal Education (MCLE) fees. Reimbursement shall only be for attendance of MCLE courses that are directly related to the job of Deputy City Prosecutor, as required to maintain a license to practice law in the State of California.

16. **Executive Leave**

Persons holding the position of Deputy City Prosecutor shall be eligible to be granted executive leave by the City Prosecutor in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance.

Except as otherwise provided herein all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Prosecutors Association shall remain in full force and effect during the term of the Memorandum of Understanding.

17. **Term and Renegotiation**

The term of this MOU extension shall commence on October 1, 2007 and shall remain in effect through September 30, 2012. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2012 to May 15, 2012, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

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CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 14 TH day of October, 2008.

FOR THE CITY PROSECUTORS ASSOCIATION

Calvin "Ray" George, President

FOR THE CITY OF LONG BEACH

Patrick H. West, City Manager

Thomas M. Reeves, City Prosecutor

Suzanne Mason,
Director of Human Resources

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

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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