

2023 LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH FIREFIGHTERS ASSOCIATION

RE: FFA MOU COST SHARING FOR CLASSIC MEMBERS

This Letter of Agreement is entered between the City of Long Beach (“City”) and the Long Beach Firefighters Association (“FFA”), (collectively “the Parties”).

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) covering the period of October 1, 2022, to September 30, 2025, which includes provisions for CalPERS retirement and cost sharing;

WHEREAS, the City has been informed by the California Pension Employees’ Retirement System (CalPERS) that the California Government Code (Government Code) referenced in Article Five, Section II of the 2022-2025 FFA Memorandum of Understanding (MOU) should be revised to reflect the correct Government Code regarding the cost sharing by contract amendment;

WHEREAS, the FFA MOU Article Five, Section II regarding the cost sharing by FFA Classic Members currently states:

- A. Effective the first full pay period of FY 2023, Classic FFA safety employees will contribute three percent (3%) of compensation earnable toward the City’s required employer contribution to CalPERS, via payroll deductions pursuant to California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already paid by the employee, and will increase the employee’s contribution to a total of twelve percent (12%).
- B. During the term of this MOU, the City shall initiate a CalPERS contract amendment, as soon as administratively possible to change the three percent (3%) cost sharing under Government Code section 20516(a) described in the section above, to cost sharing of three percent (3%) of compensation earnable, pursuant to Government Code Section 20516(f). The change to cost sharing under Government Code section 20516(f) will be effective upon the conclusion by the City and CalPERS of the CalPERS contract amendment process. The total Classic member contribution shall remain at twelve percent (12%) of compensation earnable (9% statutory employee contribution plus 3%). However, in that event, the cost sharing contributions will not be credited to each member’s account by CalPERS and will not be made on a pre-income tax basis, unless otherwise provided by law.

WHEREAS, the parties met and agreed upon changes to the 2022-2025 FFA MOU and the changes will be incorporated upon the ratification of successor FFA MOU.

NOW THEREFORE, the Parties agree to the following:

- A. It is agreed that the parties will amend Article Five, Section II of the FFA MOU to revise the cost sharing language as follows (highlighted in red):
 1. Effective the first full pay period of FY 2023, Classic FFA safety employees will contribute three percent (3%) of compensation earnable toward the City’s required employer contribution to CalPERS, via payroll deductions pursuant to California

Government Code Section 20516(f) (a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already paid by the employee, and will increase the employee's contribution to a total of twelve percent (12%).


2. During the term of this MOU, the City shall initiate a CalPERS contract amendment, as soon as administratively possible to change the three percent (3%) cost sharing under **Government Code section 20516(f) (a)** described in the section above, to cost sharing of three percent (3%) of compensation earnable, pursuant to **Government Code Section 20516(a)(f)**. The change to cost sharing under **Government Code section 20516(a)(f)** will be effective upon the conclusion by the City and CalPERS of the CalPERS contract amendment process. The total Classic member contribution shall remain at twelve percent (12%) of compensation earnable (9% statutory employee contribution plus 3%). However, in that event, the cost sharing contributions will not be credited to each member's account by CalPERS and will not be made on a pre-income tax basis, unless otherwise provided by law.

B. This Letter of Agreement shall not change any of the FFA Memorandum of Understanding (MOU) provisions other than as outlined above.

THE PARTIES AGREE TO THE ABOVE:


FOR THE LONG BEACH FIREFIGHTERS ASSOCIATION:

6-5-23
Date


Rex Pritchard, President, LBFFA

FOR THE CITY OF LONG BEACH:

6-6-23
Date


Daniel Menezes, Chief of Labor Relations