

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

**THE LONG BEACH MANAGEMENT ASSOCIATION
(LBMA)**



OCTOBER 1, 2019 TO SEPTEMBER 30, 2023

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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, 2019 and terminate at midnight on September 30, 2023.

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 - Labor Cost Savings Reopener:

- A. Due to the continued uncertainty of the City's financial condition caused by the COVID-19 pandemic, the City and LBMA ("the parties) agree that during the period commencing and ending on the last date of this Agreement, the MOU may be reopened on economic issues if the Mayor and Council officially declare an economic emergency. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.
- B. In the event the Mayor and Council declare an economic emergency; the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. The City shall notify LBMA in writing to request that this agreement be reopened, provided that such reopener is limited to achieving labor costs savings, such as furloughs, reduction in hours or changes to Article Two (Salary and Compensation), Article Three (Paid Time Off) and Article Four (Insurance Benefits). LBMA agrees that they shall meet with the City within one week of the written request and shall meet daily until agreement is reached or impasse is declared.
- C. If the parties are unable to reach agreement on the reopener within 30 days of the written request to reopen, they agree to proceed to the impasse resolution process in accordance with the Meyers Milias Brown Act. If the Association requests factfinding regarding the impasse in negotiations, the parties will make their best efforts to agree upon an efficient, economical, and fair factfinding process. The parties agree that the factfinding panel will include a City representative and LBMA representative. The parties agree to select their respective panel members and the neutral factfinding panel chairperson within 5 days of the factfinding request. The parties agree to schedule the factfinding hearing within 15 days of the factfinding request, and to direct the panel to make its written

recommendations as expeditiously as possible, and in no event later than 10 days after the date of the hearing.

- D. In the event of a reopening ending in impasse, the City shall have the right to unilaterally implement the last, best and final offer upon completion of the impasse process. However, the item unilaterally changed cannot become part of the collective agreement unless and until the LBMA agrees.

ARTICLE TWO

SALARY AND COMPENSATION

Section I – Compensation

A. Salary Adjustments During the Term of the Agreement

1. Unit members, except for members in Job Classes listed in Appendix B (Sworn Classifications), shall receive the following salary adjustments:
 - a. Effective the first day of the first full pay period including April 1, 2020, bargaining unit members shall receive a three percent (3%) general salary increase to base wages.
 - b. Effective the first day of the first full pay period including September 30, 2021, bargaining unit members shall receive a one percent (1%) general salary increase to base wages.
 - c. Effective the first day of the first full pay period including September 30, 2022, bargaining unit members shall receive a two percent (2%) general salary increase to base wages.
 - d. Effective the first day of the first full pay period including September 30, 2023, bargaining unit members shall receive a two percent (2%) general salary increase to base wages.
2. Unit members who are employed in police, fire and marine sworn positions listed in Appendix B shall receive the following salary adjustments:
 - a. Effective the first day of the first full pay period including October 1, 2019, bargaining unit members shall receive a four percent (4%) general salary increase to base wages.
 - b. Effective the first day of the first full pay period including October 1, 2021, bargaining unit members shall receive a three percent (3%) general salary increase to base wages.
 - c. Effective the first day of the first full pay period including April 1, 2022, bargaining unit members shall receive a two-and one-half percent (2.5%) general salary increase to base wages.

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 D.

B. Deferred Compensation

The City will contribute a deferred compensation 457(b) match on a per pay period basis for all permanent members of the Association.

1. The maximum contribution effective September 30, 2021 will be a match of up to one percent (1%) of base salary* for all qualified members that are contributing to the 457(b) plan.
2. The maximum contribution effective September 30, 2022 will be a match up to two percent (2%) of base salary* for all qualified members that are contributing to the 457(b) plan.

*Excluding skill pays, special pays, etc.

The deferred compensation 457(b) match program must comply with all applicable IRS and City of Long Beach Deferred Compensation plan requirements and rules.

C. Pay for Performance Award (Non-Sworn Classifications)

1. The Pay for Performance award applies to eligible employees under the annual Management Performance Appraisal (MPA) in civilian classifications in LBMA.
2. Employees who receive an overall rating of “strong performance” or exceptional performance” will get a one-time payment award in accordance with program guidelines as outlined in Appendix E.

D. 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.

E. 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 F.

F. 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 they are 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.

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 their

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).

3. 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-Miliias-Brown Act. LBMA retains the right to negotiate to the fullest extent permitted by the law.

ARTICLE THREE

PAID TIME OFF

Section I – Holidays

A. The following ten days shall be observed as Holidays:

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
Election Day	First Tuesday following November 1 st *
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days/ 32.0 Hours)

* Effective January 1, 2021.

1. Effective the first full pay period of calendar year 2021, the City will provide one additional City observed Holiday (Election Day, First Tuesday after November 1st) to eligible permanent full-time and permanent part-time employees.
2. Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, and by the City Council of the City of Long Beach to be a City holiday.
3. Holidays are paid based on eight (8) hour work days on the day the holiday is observed regardless of the number of regular work hours typically worked on that day.
4. Employees on 9/80 work schedules may be required to apply an hour of eligible leave from their leave accruals for each holiday that falls on a 9-hour work day.
5. Alternatively, supervisors may give their employees the option of working an additional hour during the workweek when the holiday is observed, not the pay period, in lieu of using qualified leave time.
6. Effective calendar year 2021, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees (see Appendix I).
7. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week.

8. 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
Upon hire through 4 years, 5 months (Upon hire 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 their 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.
- C. A new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021 in accordance with Appendix G.
- D. Upon implementation of vacation accrual max, new permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

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.

Effective January 1, 2021, in conjunction with a protected and/or extended medical leave of absence (i.e. FMLA, PDL, CFRA, etc.) in addition to the usage of sick leave accruals, when

an employee is personally ill or disabled, the employee shall be entitled to use any available earned sick leave accruals for an absence from duty for personal medical appointments or to attend to their ill, eligible family member.

Catastrophic Leave donations for eligible employees will only be allowed in circumstances where an employee has exhausted all available leave accruals, and are no longer covered by STD or LTD, if applicable, whether the donations are requested to cover a personal or family-related illness.

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

- A. Permanent full-time and permanent part-time employees may be allowed to be absent from duty for a period not to exceed three (3) scheduled work days and will receive full compensation during such absence upon the necessity for their absence, 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 immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse, grandparent, grandchildren, step children, step parents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting paid bereavement leave due to death or critical illness of immediate family member, may be required to furnish satisfactory evidence of such death or critical illness to the Department head.
- D. Bereavement leave must be taken within 60 days of immediate family member death.
- E. Employees shall be eligible for three (3) paid bereavement leave days per eligible family member death, with a maximum of three (3) occurrences in a calendar year.
- F. In addition to approved paid bereavement leave, eligible members under Section A above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.
- G. Temporary, Seasonal and Non-Career employees are not eligible for paid bereavement leave.

Section VI – Jury Duty

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

Section VII – Paid Parental Leave

Effective January 1, 2021, the City of Long Beach shall implement a Paid Parental Leave program, in accordance with Appendix J.

ARTICLE FOUR

INSURANCE BENEFITS

Section I – Health, Dental, Vision and Life Insurance

- A. 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:
1. Effective January 1, 2020 - \$1713.84 per month (Please note the maximum amounts are subject to change based on annual review of the City's Benefit package).
 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 per the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for the applicable coverage tier, and will not exceed the following amounts:
1. Every January 1st 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.
 2. 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.
 4. 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. Benefit Eligibility Date

1. Employees will become eligible and may enroll into eligible benefits plans effective the first (1st) of the month following their hire date and submittal of enrollment documents.
2. Benefit enrollment forms must be received by the Department of Human Resources Benefits Division by the end of the month of the employee's hire date for benefits to become effective 1st of the following month.
3. If enrollment forms are not received by the end of the month of the date of hire, the employee's enrollment date will default to the 1st of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.
4. Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks.

D. Health Insurance Advisory Committee (HIAC).

1. The parties agree to work through the HIAC to mitigate employee benefit program cost increases. The LBMA shall maintain one representative and an alternate representative on the City's Health Insurance Advisory Committee (HIAC). The representative(s) shall be enrolled in one of the City's health plans.
2. Each year the Health Insurance Advisory Committee meets monthly 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.
3. The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans during 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 their 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 their 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 reaches age twenty-six (26), unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s).
- 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

- A. 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.
- B. 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.

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 their 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 752.

B. Cost Sharing by Sworn Classic CalPERS Members

Effective with the start of the first full pay period of FY 2019-20, Classic safety employees will contribute three percent (3.0%) 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 12.0 percent.

1. During the term of this MOU, the City shall initiate a CalPERS contract amendment, as soon as administratively possible to change the 3 percent cost sharing under Government Code section 20516(f), to cost sharing of 3 percent of compensation earnable, pursuant to Government Code Section 20516(a) for all employees listed in Appendix B, 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).

The change to cost sharing under Government Code section 20516(a) 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 12 percent of compensation earnable (9 percent statutory employee contribution plus 3 percent cost sharing).

2. The CalPERS contract amendment process has an employee election requirement for this amendment. Following the adoption of a Resolution of Intention for the contract amendment, CalPERS will conduct a secret ballot election as required by applicable law prior to approving the CalPERS contract amendment.
 - a. If the employees vote in favor of the employee contribution rate change and CalPERS approves the amendment, then as a result of the change to Government Code section 20516(a) cost sharing, prospective employee cost sharing contributions will be credited to each member's account as normal member contributions.
 - b. In the event employees do not vote in favor of the CalPERS contract amendment contribution rate change during the secret ballot election or if for some other reason CalPERS will not approve the contract amendment, Classic members will continue paying the three percent (3%) of compensation earnable toward the employer's contribution rate, as cost sharing pursuant to Government Code section 20516(f). 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.

- c. The employee cost sharing contributions will be made on a pre-income tax basis as allowed under Internal Revenue Service Code Section 414(h)(2) or as otherwise provided by law.
3. It is the intention of the parties that the Classic member cost sharing contributions shall continue beyond the term of this MOU, and until otherwise amended through the normal collective bargaining process.
4. The Long Beach Management Association acknowledges and agrees that if this MOU expires without a successor MOU in place, the cost sharing contributions shall continue in the same manner as they were prior to expiration of the MOU.
5. If, for any reason, the cost sharing provisions of this MOU are not enforceable, whether by operation of law, a ruling by a court or administrative proceeding, or otherwise, the parties agree to re-open the MOU solely to collectively bargain over the effects of this change.
6. Because Classic CalPERS members have voluntarily agreed to contribute an additional 3 percent toward the City's pension costs, both parties agree that members have reached the maximum employee contribution of 12 percent allowed under Government Code Section 20516.5(b). Both parties agree that imposition of any additional member contribution is not currently permitted, as specified in Government Code section 20516.5(c).

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 17 day of December 2020.


For Long Beach Management Association: For City of Long Beach:


Rachel Rock, President
Long Beach Management Association


Thomas B. Modica, City Manager
City of Long Beach



Meghan Weeks
Long Beach Management Association



Mario Cordero, Exec. Director, Harbor Dept.
City of Long Beach

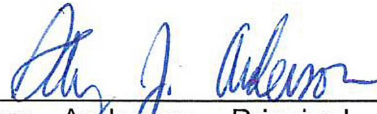

Leon Anthony Foster
Long Beach Management Association


Chris Garner, General Manager, Water Dept.
City of Long Beach


Jeff Berkenkamp
Long Beach Management Association


Alejandrina Basquez, Director of Human
Resources, City of Long Beach


Fred Verdugo, Deputy Director of Human
Resources, City of Long Beach


Gary Anderson, Principal Deputy City
Attorney, City of Long Beach

APPENDIX A

LBMA POSITIONS REPRESENTED

ACCOUNTING OFFICER	ASST GEN MGR/CHIEF GAS ENGR
ACCOUNTING OPERATIONS OFFICER	ASST TO CHIEF EXECUTIVE
ADMIN ASSISTANT-CITY MANAGER	ASST TO THE CITY MANAGER-ADMIN
ADMIN DEPUTY TO CITY MANAGER	ASST TO THE CITY MGR-SPCL PROJ
ADMIN OFFICER-AIRPORT	BUDGET ANALYSIS OFFICER
ADMIN OFFICER-CIVIL SERVICE	BUDGET MANAGEMENT OFFICER
ADMIN OFFICER-DEVELOPMENT SVCS	BUILDING INSPECTIONS OFFICER
ADMIN OFFICER-ENGINEERING	BUSINESS DEVELOPMENT OFFICER
ADMIN OFFICER-FLEET	BUSINESS INFO SYSTEMS OFFICER
ADMIN OFFICER-LIBRARY SERVICES	BUSINESS INFO TECH OFFICER
ADMIN OFFICER-POLICE	BUSINESS SERVICES OFFICER
ADMIN OFFICER-PUBLIC WORKS	CAPITAL PROGRAMS EXECUTIVE
ADMINISTRATIVE OFFICER	CHIEF HARBOR ENGINEER
ADMINISTRATIVE OFFICER-WATER	CHIEF OF POLICE
ADMINISTRATIVE SVCS OFFICER	CITY CLERK BUREAU MANAGER
ADVANCE PLANNING OFFICER	CITY CONTROLLER
AIRPORT ENGINEERING OFFICER	CITY ENGINEER
AIRPORT OPERATIONS OFFICER	CITY HEALTH OFFICER
AIRPORT PUBLIC AFFAIRS OFFICER	CITY SAFETY OFFICER
ASSISTANT CITY CONTROLLER	CITY TRAFFIC ENGINEER
ASSISTANT CITY ENGINEER	CITY TREASURER
ASSISTANT DIRECTOR-DEVEL SVCS	CLINICAL SERVICES OFFICER
ASSISTANT DIRECTOR-FINANCE	CODE ENFORCEMENT OFFICER
ASSISTANT TO THE CITY MANAGER	COMMERCIAL & RETAIL DEV OFCR
ASSISTANT TO THE GENERAL MGR	COMMUNICATIONS CENTER OFFICER
ASST CHIEF OF POLICE	COMMUNITY INFORMATION OFFICER
ASST CITY TRAFFIC ENGINEER	COMMUNITY SERVICES OFFICER
ASST DIR SEC-HOMELAND SECURITY	CONSTRUCTION SERVICES OFFICER
ASST DIR-COMMNCTNS/COMM RELTNS	CONTRACT MANAGEMENT OFFICER
ASST DIR-CONSTRUCTION MGMT	CONTROLS OPERATIONS OFFICER
ASST DIRECTOR-BUSINESS DEVEL	CURRENT PLANNING OFFICER
ASST DIRECTOR-FINANCIAL MGMT	CUSTOMER RELATIONS OFFICER
ASST DIRECTOR-HUMAN RESOURCES	CUSTOMER SERVICES OFFICER
ASST DIRECTOR-INFORMATION MGMT	CUSTOMER SUPPORT OFFICER
ASST DIRECTOR-REAL ESTATE	CYBER SECURITY OFFICER
ASST DIR-ENGINEERING DESIGN	DATA ADMINISTRATION OFFICER
ASST DIR-ENVIRONMENTAL PLNG	DATA CENTER OFFICER
ASST DIR-PROGRAM MANAGEMENT	DATA SECURITY ADMINISTRATOR
ASST DIR-SECURITY SUPPORT	DEPARTMENT SAFETY OFFICER
ASST EXEC DIR-WORKFORCE DEVEL	DEPUTY CHIEF OF POLICE
ASST EXECUTIVE OFF-THE BOARD	DEPUTY DIRECTOR/CITY ENGINEER
ASST FIRE CHIEF	DEPUTY DIRECTOR-AIRPORT

DEPUTY DIRECTOR-CIVIL SERVICE
DEPUTY DIRECTOR-DEVEL SVCS
DEPUTY DIRECTOR-ECONOMIC DEVEL
DEPUTY DIRECTOR-PR&M
DEPUTY DIRECTOR-TECH SVCS
DEPUTY EXECUTIVE DIRECTOR
DEPUTY FIRE CHIEF
DEPUTY GENERAL MGR-ENGINEERING
DESKTOP COMPUTING OFFICER
DIR-ECONOMIC DEVELOPMENT
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 OPERATIONS
DIRECTOR OF PLNG/ENVRMTL AFFRS
DIRECTOR OF PRKS, REC & MARINE
DIRECTOR OF PUBLIC WORKS
DIRECTOR OF RISK MANAGEMENT
DIRECTOR OF SECURITY
DIRECTOR OF TECHNOLOGY SVCS
DIRECTOR OF WATER RESOURCES
DIRECTOR-ADMINISTRATION
DIRECTOR-BUSINESS DEVELOPMENT
DIRECTOR-CONSTRUCTION MGMT
DIRECTOR-DIS PREP/EMER COMM
DIRECTOR-ENERGY RESOURCES
DIRECTOR-ENGINEERING DESIGN
DIRECTOR-ENVIRONMENTAL PLNG
DIRECTOR-FINANCE
DIRECTOR-GOVERNMENT RELATIONS
DIRECTOR-MARKETING
DIRECTOR-MASTER PLANNING
DIRECTOR-PROGRAM MANAGEMENT
DIRECTOR-PROJECT CONTROLS
DIRECTOR-REAL ESTATE
DIRECTOR-SURVEY
DIRECTOR-TEAM DEVELOPMENT
DIRECTOR-TENANT SVCS & OPS
DIRECTOR-TRANSPORTATION PLNG
DIRECTOR-WATER QUALITY/PROCESS

DIRECTOR-WATER/SEWER FIELD OPS
DIR-GOVERNMENT/PUBLIC AFFAIRS
DIR-HUMAN RESOURCES-HARBOR
DIR-PLANNING/WATER CONSRVATION
DISASTER PREPAREDNESS OFFICER
DIVISION ENGINEER
DIVISION ENGINEER-OIL PROP
DIVISION ENGINEER-PUBLIC WORKS
EMERGENCY MEDICAL SVCS OFFICER
EMERGENCY PREPAREDNESS OFFICER
EMPLOYEE ASSISTANCE OFF-POLICE
EMPLOYMENT SVCS OFCR-CIVIL SVC
ENERGY CONSERVATION OFFICER
ENERGY SERVICES OFFICER
ENGINEERING/DEVELPMNT SVCS OFF
ENVIRONMENTAL HLTH OPS OFFICER
EXEC ASST TO ASST CTY MGR
EXEC ASST TO CITY MANAGER
EXEC ASST TO THE GENERAL MGR
EXEC ASST-BOARD OF WATER COMM
EXEC DIR-RGNL WRKFRC INVST BRD
EXECUTIVE ASSISTANT
EXECUTIVE SECRETARY-HARBOR
EXECUTIVE SECRETARY-WATER
FACILITIES MANAGEMENT OFFICER
FINANCIAL SERVICES OFFICER
FINANCIAL SYS INTEGRATION OFF
FINANCIAL SYSTEMS OFFICER
FIRE CHIEF
FLEET FINANCE OFFICER
FORENSIC SCIENCE SVCS ADMINSTR
GAS MARKETING ENGINEER
GAS PIPELINE COMPLIANCE OFCR
GEN SUPT-PARKS/MARINE MAINT
GEN SUPT-RECREATION
GENERAL SUPT OF OPERATIONS
GENERAL SUPT-DEVELOPMENT SVCS
GENERAL SUPT-FLEET SERVICES
GRANTS ACCOUNTING OFFICER
HEALTH PROMOTION OFFICER
HISTORIC SITES OFFICER
HOMELESS SERVICES OFFICER
HOUSING ADMIN PROGRAM OFFICER
HOUSING ADMINISTRATOR
HOUSING DEVELOPMENT OFFICER
HOUSING OPERATIONS OFFICER

HOUSING OPS PROGRAM OFFICER
HOUSING REHABILITATION OFFICER
HUMAN DIGNITY OFFICER
HUMAN RESOURCES OFFICER
JAIL ADMINISTRATOR
LABOR COMPLIANCE OFFICER
LABORATORY SERVICES OFFICER
LIBRARY YOUTH SERVICES OFFICER
MANAGEMENT INFO SYS OFFICER
MANAGER OF ACCOUNTING
MANAGER OF MASTER PLANNING
MANAGER OF PORT PROJECTS
MANAGER-BUSINESS DEVELOPMENT
MANAGER-CEQA/NEPA PRACTICES
MANAGER-PROCUREMENT
MANAGER-PROJECT CONTROLS
MANAGER-REVENUE
MANAGER-SECURITY OPERATIONS
MANAGER-TECHNICAL SECURITY
MANAGER-TENANT SERVICES
MARINE SAFETY CHIEF
MARKETING OFFICER
MGR-ACCOUNTING
MGR-ADMIN & FINANCIAL SERVICES
MGR-ADMINISTRATION
MGR-AIR QUALITY PRACTICES
MGR-AIRPORT OPERATIONS
MGR-ANIMAL CARE SERVICES
MGR-AUTOMATED SERVICES
MGR-BRANCH LIBRARY SVCS
MGR-BUDGET & RATES
MGR-BUDGET/PERFORMANCE MGMT
MGR-BUS DEVEL-IMPORT CARGO
MGR-BUS DEVEL-STRATEGIC SUPRT
MGR-BUSINESS APPLICATIONS
MGR-BUSINESS DEVEL-EXPRT CARGO
MGR-BUSINESS INFORMATION SVCS
MGR-BUSINESS OPERATIONS
MGR-BUSINESS RELATIONS
MGR-CANNABIS OVERSIGHT
MGR-CODE ENFORCEMENT
MGR-COLLECTIVE IMPACT & OPS
MGR-COMM&GOVERNMENTAL AFFAIRS
MGR-COMMERCIAL SERVICES
MGR-COMMUNITY ENRICHMENT
MGR-COMMUNITY HEALTH

MGR-COMMUNITY RECREATION
MGR-CONTRACT COMPLIANCE
MGR-CTZNS' POLICE COMPLNT COMM
MGR-CUSTOMER SERVICE-TECH SVC
MGR-CYBER INFORMATION SECURITY
MGR-ECONOMIC DEVELOPMENT
MGR-ELECTRIC GENERATION
MGR-EMERGENCY MANAGEMENT
MGR-ENERGY RECOVERY
MGR-ENGINEERING
MGR-ENGINEERING & CONSTRUCTION
MGR-ENGINEERING DESIGN & CONST
MGR-ENGINEERING TECHNOLOGY
MGR-ENVIRONMENTAL HEALTH
MGR-ENVIRONMENTAL REMEDIATION
MGR-ENVIRONMENTAL SERVICES
MGR-FACILITIES
MGR-FACILITIES MAINTENANCE
MGR-FINANCIAL CONTROLS
MGR-FINANCIAL PLNG & ANALYSIS
MGR-FLEET SERVICES
MGR-GAS & OIL OPERATIONS
MGR-GAS SERVICES
MGR-GOVERNMENT AFFAIRS
MGR-GRANTS ADMINISTRATION
MGR-HARBOR MARINE
MGR-HOUSING AUTHORITY
MGR-HOUSING/NEIGHBORHOOD SVCS
MGR-HSING & COMMUNITY IMPRVMNT
MGR-HUMAN SERVICES
MGR-INFORMATION SERVICES
MGR-INFRASTRUCTURE MAINTENANCE
MGR-INTERMODAL OPERATIONS
MGR-LABOR COMPLIANCE ADMIN
MGR-LONG BEACH UNIT
MGR-MAIN LIBRARY SVCS
MGR-MAINTENANCE ADMINISTRATION
MGR-MAINTENANCE OPERATIONS
MGR-MARINE OPERATIONS
MGR-NEIGHBORHOOD LIBRARY SVCS
MGR-NEIGHBORHOOD SERVICES
MGR-NETWORK OPERATIONS
MGR-OFFICE OF INNOVATION
MGR-OIL PRODUCTION
MGR-OPERATIONS & ADMIN
MGR-OPERATIONS SUPPORT

MGR-PLANNING & DEVELOPMENT
MGR-PLANNING BUREAU
MGR-PREVENTIVE HEALTH
MGR-PRK PLANNING & PARTNERSHIP
MGR-PROJECT DEVELOPMENT
MGR-PROPERTY SERVICES
MGR-PUBLIC SERVICE
MGR-PUBLIC WORKS OPERATIONS
MGR-RECREATION SERVICES
MGR-REDEVELOPMENT
MGR-RISK & OCCUP HEALTH SVCS
MGR-SAFETY/BUSINESS CONTINUITY
MGR-SECURITY & EMERGENCY PREP
MGR-SPECIAL EVENTS & FILMING
MGR-STRATEGIC PLNG/PERF MGMNT
MGR-SUPPORT SERVICES-HEALTH
MGR-SUSTAINABLE PRACTICES
MGR-TECH INFRASTRUCTURE SVCS
MGR-TRAFFIC & TRANSPORTATION
MGR-TRANSPORTATION DEVELOPMENT
MGR-UTILITIES
MGR-WATER PROCESS
MGR-WATER QUALITY
MGR-WATER QUALITY PRACTICES
MGR-WATER RESOURCES
MGR-WORKFORCE DEVELOPMENT
NEIGHBORHOOD IMPRVMT OFFICER
NEIGHBORHOOD RESOURCES OFFICER
NETWORK ADMINISTRATOR
NOISE ABATEMENT OFFICER
NULL OCCUPATION
NURSING SERVICES OFFICER
NUTRITION SERVICES OFFICER
OCCUPATIONAL HLTH SVCS OFFICER
OFFICE SERVICES OFFICER
OFFICE SYSTEMS OFFICER
OPERATIONS OFFICER-BLDG SAFETY
PARK DEVELOPMENT OFFICER
PARKING OPERATIONS OFFICER
PAYROLL OFFICER
POLICE ADMIN BUREAU CHIEF
POLICE COMMANDER
POLICE COMMUNITY RELATNS OFCR
POLICE INFO/TECHNOLOGY OFCR
POLICE PLANNING/RESEARCH OFCR
POLICE RECORDS ADMINISTRATOR

PORT ADMINISTRATIVE OFFICER
PROCUREMENT & WAREHOUSE OFFCR
PROJECT MANAGEMENT OFFICER
PUBLIC AFFAIRS OFFCR-CITY MGR
PUBLIC AFFAIRS OFFICER
PUBLIC INFORMATION OFFICER
PURCHASING AGENT
RCRTMNT/SLCTN OFCR-CIVIL SVC
REAL ESTATE OFFICER
RECREATION SUPERINTENDENT
RECYCLING & SUSTAINABILITY OFF
REDEVELOPMENT ADMINISTRATOR
REVENUE MANAGEMENT OFFICER
REVENUE OFFICER-TREASURY
RISK MANAGER
SAFETY/WTR CONSRVATION OFFICER
SECY TO GENERAL MANAGER
SERRF OPERATIONS OFFICER
SPECIAL PROJ OFFICER-WATER
SPECIAL PROJECTS OFF-ENGRG
SPECIAL PROJECTS OFF-HOUSING
SPECIAL PROJECTS OFFICER
SPECIAL PROJECTS OFF-PUB SVC
SR DIRECTOR-ENG DESIGN/MAINT
SR DIRECTOR-PROGRAM DELIVERY
SR EXEC-SUPPLY CHAIN OPTMZION
STRM WTR/ENVRN CMLPNC OFFICER
SUPT-AIRPORT OPERATIONS
SUPT-AIRPORT SECURITY
SUPT-BUILDING AND SAFETY
SUPT-ELECTRONICS/TRAFFIC SGNLS
SUPT-ENGINEERING
SUPT-ENGR & GAS SYSTEM CONTROL
SUPT-ENVIRONMENTAL PROGRAMS
SUPT-FACILITY MANAGEMENT
SUPT-FINANCE & CONTROLS
SUPT-FLEET ACQUISITION
SUPT-FLEET MAINTENANCE
SUPT-FLEET OPERATIONS
SUPT-GANG INTERVENTION
SUPT-GOLF OPERATIONS
SUPT-METERS & REGULATORS
SUPT-OPERATIONS
SUPT-PARK MAINTENANCE
SUPT-PERSONNEL & TRAINING
SUPT-PIPELINE MAINTENANCE

SUPT-PLANNING & DEVELOPMENT
SUPT-REFUSE
SUPT-REFUSE & STREET SWEEPING
SUPT-SEWER OPERATIONS
SUPT-STREET MAINTENANCE
SUPT-STREET SWEEPING
SUPT-STRUCTURAL SERVICES
SUPT-SUPPORT SERVICES
SUPT-TOWING & LIEN SALES
SUPT-TRAFFIC OPERATIONS
SUPT-WAREHOUSE/INVENTORY OPRTN
SUPT-WATER CONSTRUCTION
SUPT-WATER SERVICES
SUPT-WATER TREATMENT
TECHNICAL SUPPORT OFFICER
TECHNICAL SVCS ADMINISTRATOR
TELECOMMUNICATIONS OFFICER
TELEMETRY SYSTEMS SUPT
TIDELANDS DEVELOPMENT OFFICER
TRAFFIC/TRANS PROGRAM ADMINSTR
TRANSPORTATION PLANNING OFF
TRANSPORTATION PROGRAMMING OFF
TREASURY OPERATIONS OFFICER
UTILITY SERVICES OFFICER
VIDEO COMMUNICATIONS OFFICER
VOICE & DATA COMMUNICATN OFCR
WIRELESS COMMUNICATIONS OFCR
WORKFORCE DEVELOPMENT OFFICER
YOUTH SERVICES COORDINATOR
ZONING OFFICER

APPENDIX B

LIST OF SWORN CLASSIFICATIONS

ASSISTANT CHIEF OF POLICE

ASSISTANT FIRE CHIEF

CHIEF OF FIRE

CHIEF OF POLICE

DEPUTY CHIEF OF POLICE

DEPUTY FIRE CHIEF

MARINE SAFETY CHIEF

POLICE COMMANDER

APPENDIX C

**PAY RATE SCHEDULE SUMMARY
LONG BEACH MANAGEMENT ASSOCIATION**

Rates not yet available, they will be added upon verification of increased amounts.

APPENDIX D

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

Assistant Police Chief, 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, Assistant Police Chief, 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 that they are 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. Assistant Police Chief, 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.

Any compensation for lesser certification held prior to promotion to Police Commander will not be eligible.

APPENDIX E

PAY FOR PERFORMANCE

The City of Long Beach is committed to attracting, encouraging, and retaining high performing employees by offering competitive compensation and rewarding individual performance. Pay-For-Performance is awarded based on employee performance as demonstrated through achievement of individual goals, demonstration of required competencies and available budget funds. This process is intended to reward an employee, who receives an overall rating in the Management Performance Appraisal rating categories of ***Strong Performance*** or ***Exceptional Performance*** during an annual performance rating period.

I. SCOPE

During the term of this Agreement only, the parties agree to a Pay-For-Performance award as specified in this MOU section. The Pay-For-Performance Program (PFP) applies to eligible employees evaluated under the annual Management Performance Appraisal (MPA). The PFP applies to civilian classifications in the Long Beach Management Association Bargaining Unit.

II. PROGRAM ELIGIBILITY

Management employees are eligible and may receive a PFP award based on the following:

- A. The employee has a completed MPA as of December 31st for the preceding fiscal year on file with the Human Resources Department.
- B. Employees are eligible to receive one PFP award for each fiscal year. Employees will not be eligible for retroactive PFP awards.
- C. Employees with less than twelve months of service in the management classification may receive a prorated award based on the number of full months in the LBMA. Credit will be given for full month, if 15 or more days have been worked in the partial month;
- D. The employee has demonstrated meritorious performance by attaining an overall rating of ***Strong Performance*** or ***Exceptional Performance*** in the current annual performance rating period.
- E. An employee that has an overall rating of Sufficient Performance or Improved Performance Required during the current annual performance rating period is not eligible for PFP.

- F. Discrepancies regarding PFP award eligibility shall be reviewed by the Human Resource Director within 30 days of employee notification. The Human Resources Director shall notify the Appointing Authority when an employee is eligible for PFP award pursuant to this Section. The Human Resources Director determination of the PFP award eligibility shall be final and binding.
- G. PFP awards are subject to the availability of department funds. Determination of available budget funding is at the sole discretion of the City Manager or appointing authority.
- H. PFP awards are subject to sole discretion and final approval of the City Manager or appointing authority.

III. PFP RATING CRITERIA CATEGORIES

A. Improved Performance Required

- The incumbent should receive an overall rating of “Improved Performance Required” if they have received an “Improved Performance Required” rating in any Managerial Behavior Category. If the incumbent’s performance in other areas has been strong or exceptional, the rater may elect to give the incumbent an overall rating of “Sufficient Performance.” However, the rater must provide the rationale for the improved rating in Rater Comments section. The incumbent receiving an overall rating of “Improved Performance Required” will be required to develop a Performance Improvement Plan (PIP) and will be evaluated again after a period of 90 days.

B. Sufficient Performance

- The incumbent should receive an overall rating of “Sufficient Performance” if they do not meet the guidelines for an overall rating of “Improved Performance Required,” “Strong Performance,” or “Exceptional Performance.”

C. Strong Performance

- The incumbent should receive an overall rating of “Strong Performance” if they have received a preponderance of

“Strong Performance” ratings in their Managerial Behavior Categories.

D. Exceptional Performance

- The incumbent should receive an overall rating of “Exceptional Performance” if they have received a preponderance of “Exceptional” ratings in their Managerial Behavior Categories -- and whose actions have directly changed policy, increased productivity, and/or achieved major organizational milestones.

IV. AWARD AMOUNTS

A. PFP one-time payment award shall be awarded according to the following table:

Performance Rating	PFP Award Amount
Exceptional Performance	\$2,000.00
Strong Performance	\$1,000.00
Sufficient Performance	Not Eligible
Improved Performance Required	Not Eligible

V. PFP AWARD PAYMENT

- A. The PFP award is considered an ad hoc lump sum payment is not considered regular compensation and does not include any other compensation items such as but not limited to deferred compensation, transportation (auto) allowance, etc.
- B. The PFP award 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.
- C. The PFP award is special compensation for LBMA Classic Members and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(1) and Section 571.1(b).

APPENDIX F

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 G

VACATION ACCRUAL MAXIMUM

The vacation accrual maximum provision of the Salary Resolution and Personnel Ordinance 3.01 will be replaced with the following provision. The new vacation accrual maximum provision will take effect the first full pay period of calendar year 2021, the City will implement a three (3) year - vacation accrual maximum based on years of service completed. As a result of COVID – 19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire December 31, 2023. The vacation cap will revert to three (3) year maximum effective January 1, 2024. See the following chart for illustration purposes:

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual*	NEW Vacation Maximum Accrual*
Upon hire through 4 years, 5 months	3.70	96.2	288.6	384.8
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	480.5
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	512.7
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	545.0
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	576.2
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	608.4
19 years, 6 months or more	6.16	160.2	480.5	640.6

*NEW 4-Year Vacation Maximum – 1/1/2021 – 12/31/2023

- A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- B. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- C. Employees will not be allowed to have negative vacation hours.
- D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

APPENDIX H

PERSONAL HOLIDAY ACCRUAL MAXIMUM

Effective the first pay period of calendar year 2021, the City will implement a maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

PERSONAL HOLIDAY ACCRUAL

- A. All employees on a regular or other holiday schedule will receive four personal holiday days (32.0 hours) based on an 8-hour schedule on the first pay period of January of each year. The personal holiday accrual is capped at sixty-four (64) hours.

- B. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional personal holiday hours will be granted until January of the following year if the accrual is below sixty-four (64) hours.

Personal Holiday Hours	Personal Holiday Advanced (Start of year)	Personal Holiday Maximum Accrual
Regular/Other Schedule	32.0	64.0

*Accounting tracks on accrual basis at rate of 1.24 hours per pay period

**Employees will accrue prospectively if they are hired mid-year

- C. Use of personal holiday time is subject to supervisor and/or department head approval.

- D. At the time of separation from employment, earned but unused personal holiday hours will be paid to the employee with the final check at the employee's adjusted hourly rate of pay.

APPENDIX I

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as follows:

IN LIEU HOLIDAY ACCRUAL

- A. All employees on a regular/other in lieu holiday schedule will receive fourteen (14) eight-hour in lieu holidays (112 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and twenty-four (224) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below two hundred and twenty-four (224) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	104.0	4.0	208.0
Effective 2021*	112.0	4.3	224.0

* Effective the first pay period of calendar year 2021

- B. All safety employees on a four-ten (4/10) schedule will receive 14 ten-hour in lieu holidays (140 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two-hundred and eighty (280) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below two-hundred and eighty (280) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
4/10 Schedule	130.0	5.0	260.0
Effective 2021*	140.0	5.3	280.0

* Effective the first pay period of calendar year 2021

- C. All safety employees on a platoon (24-hour) schedule will receive 14 twelve-hour in lieu holidays (168 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at three-hundred and thirty-six (336) hours. Should an employee be at the accrual maximum on the first pay period of January (when hours are advanced), no additional in lieu hours will be granted until January of the following year if the accrual is below three-hundred and thirty-six (336) hours.

- D. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

APPENDIX J

PAID PARENTAL LEAVE

The City of Long Beach will implement the following paid parental leave policy, effective the first full pay period of calendar year 2021:

The proposed policy institutes a new program offered by the City which provides 30 consecutive calendar days of Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

The leave must be taken in full day increments, and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave accruals.

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive calendar days in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligibility

- Permanent full-time employees eligible for City health benefits; AND
- Employees that have completed six months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

Amount, Time Frame and Duration

- Employees will be eligible for up to 30 consecutive calendar days (160.0 hours) of Paid Parental Leave at employees adjusted hourly rate of pay.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two consecutive weeks prior

to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

- The 30 consecutive calendar days of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed 30 calendar days within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (i.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than 30 consecutive calendar days of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's 30 consecutive calendar days of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide their supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practical.
- The employee must complete the necessary Human Resource Department forms and provide all documentation as required by the Human Resource Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Applicable MOU Provision(s)

Upon implementation of Paid Parental Leave program, all parties agree to eliminate applicable provisions for the Preservation of Sick Leave (Vacation) During Extended Leave which states:

- *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.*

This provision will be discontinued and removed from applicable Memorandum of Understanding and any other documents, or locations referenced.

APPENDIX K

LABOR COST SAVINGS (FISCAL YEAR 2021)

In order to minimize layoffs, effective the pay period beginning September 26, 2020, the City and LBMA agree that an unpaid work furlough equivalent to 10% percent of permanent employees pay (208 hours for permanent full-time employees) be taken during the period of September 26, 2020 to the pay period including September 30, 2021. This will include permanent full-time employees and permanent part-time employees that work at least than 20 hours per week on a regular basis.

All employees will be placed on a 5/40 work schedule and will take the City closure day off as the furlough day. Based on operational needs, departments may assign an alternate furlough day off (other than the closure Friday) within the same work week.

Furlough hours will be scheduled by management and may require closure of certain operations based upon business necessity. Every effort will be made to float furlough hours to effectively reduce costs and minimize the impact on public services. Employees shall not use any paid time (e.g. vacation, in-lieu, executive leave, etc.) to replace the designated unpaid hours for the furlough day.

Alternative Furlough Program

All Sworn LBMA employees in classifications listed on Appendix B shall participate in the Alternative Furlough Program as follows:

1. Effective October 1, 2020, the total vacation (carryover) accrual for each sworn manager (Appendix B) shall be reduced by 40 hours.
2. During the time period of October 1, 2020 and ending September 30, 2021, any newly appointed sworn manager shall forfeit forty hours of vacation accrual, unless the member previously completed the terms of an alternative furlough program during FY 21.
3. In the event the employee does not have sufficient vacation hours remaining, the employee's in-lieu holiday accruals or executive leave will be reduced to achieve the 40 hours forfeiture.

APPENDIX L

FURLOUGH PARITY LANGUAGE

LBMA agrees to 26 workdays/208 hours (approx. 10%) of unpaid furlough days in FY 2021, provided that the City agrees to a "Furlough Parity Reopener" to guarantee that all non-sworn bargaining units (excluding public safety [POA, FFA and LGA] and miscellaneous groups with a closed contract) will be subject to the same total number of furlough hours (26 days = 208). This also excludes employees on an Alternate Furlough Program (contribution half (13 days = 104 hours).

The City and LBMA agree that it is the intent of this Section regarding furloughs that all non-sworn bargaining units serve the same total number of furlough hours FY 2021 (excluding Alternative Furlough Program). Therefore, should the City reach agreement with another non-sworn bargaining unit that provides for less furlough hours than has been agreed to in this Section, or if the City is not able to reach agreement and instead imposes terms on another non-sworn bargaining unit that are less than the value of the furlough cost savings agreed to in this Section, the parties agree to re-open the MOU to discuss how to provide LBMA members with compensation that equals the difference in furlough hours they served in comparison to other non-sworn bargaining units. This limited re-opener can be exercised by either the City or LBMA.

APPENDIX M

GYM MEMBERSHIP PILOT PROGRAM

The City of Long Beach will offer a pilot gym discount program to employees to promote and improve employee well-being, health and fitness. Participation in the program is voluntary. The proposed pilot gym discount program would be effective after the informational kickoff meeting as discussed below.

The proposed Gym Membership pilot program, referred to as Gympass, provides employees access to multiple gyms and exercise activity studios, as well as various types of activities for a single monthly fee, starting at \$10 per month, to be paid by the employee directly to Gympass.

Employees will have multiple price platforms to choose from and will be able to attend any of the participating gyms and/or available classes based upon the platform chosen. Enrolled employees will have unlimited access to the facilities in their chosen platform, and can opt out at any time. Employees will not be charged an initiation fee, annual fee or cancellation fee to participate in Gympass.

To build awareness of this unique program, the union will be invited to attend an informational kickoff meeting with Gympass and/or Human Resources staff regarding the Gympass platforms and pricing. We would like to partner with the unions/associations in communicating and distributing HR-developed communications to union members to promote the program.

Gympass will be implemented on a two-year term as a pilot program, and extended to all active employees, regardless of length of employment and hours worked. Upon the conclusion of the Gympass pilot program, the program will be evaluated by the HIAC Committee to review and make recommendations regarding the effectiveness, continuation and or decision to end the program.

*The effective date will be based on conclusion of meet and confer process and City procurement process.