Amendment to the
October 1, 2009 – September 30, 2014
Memorandum of Understanding between the Long Beach Police Officers Association and the City of Long Beach

Amend the following Articles and Sections of the Memorandum of Understanding between the City of Long Beach and the Long Beach Police Officers Association covering the period October 1, 2009 through September 30, 2014:

Amend Article One, Section VI – City Obligations and Responsibilities, D. Layoffs/Furloughs by adding:

Recognizing that during the life of this agreement the POA membership compensation will not reach the level it would have been had the September 30, 2009 median adjustment been awarded, and in consideration of the POA's willingness to help address the City's financial challenges, POA members will not be subject to mandatory layoffs in FY 12.

Amend Article Two, Section I – Listing of Positions and Rates of Pay 2009-2014 to read:

Section I – Listing of Positions and Rates of Pay 2009-2016

The hourly, bi-weekly and equivalent monthly salaries for the classifications represented by the Association for the period of October 1, 2009 through September 30, 2016 shall be in accordance with the salary schedule set forth in Appendix A.

The parties agree to re-open the agreement on or after October 1 of each fiscal year during the term of the extension (FY 15 and FY 16) with thirty (30) days notice by either party solely for the purpose of discussing wages and state law changes. Changes will only be made by mutual agreement of both parties.

Amend Article Two, Section II, VII, VIII, X.C paragraph one, by deleting the last sentence and adding:

The above skill pay(s) will increase as follows:

October 1, 2012	3%
October 1, 2013	3%
April 1, 2014	3%

Effective April 2, 2014, the flat rate amount of the above skill pay provisions effective on April 1, 2014 will be converted to a percentage of top step Police Officer base hourly rate.

Amend Article Two, Section XI – Overtime by adding:

Effective October 1, 2011, the City agrees to temporarily increasing the maximum amount allowed in an employee's overtime bank from one hundred and twenty (120) hours to one hundred and forty (140) hours. The Department will review this increase after one year.

Amend Article Five, Section I – Retirement Provisions, A. by adding:

Effective October 1, 2011, or shortly thereafter, the City shall contribute to PERS on behalf of each bargaining unit member covered by this agreement, zero percent (0%) of his or her nine percent (9%) individual employee contribution.

Amend Article Five, Section I – Retirement Provisions, B. Post Retirement Health Insurance Account Supplement by adding the following sentence:

The Post Retirement Health Insurance Account Supplement plan will expire close of day December 31, 2011. Post Retirement Health Insurance Account plan calculations for those retiring between October 1, 2011 and December 31, 2011 will be based on compensation as of September 30, 2011.

Amend Article Five, Section I – Retirement Provisions, C. Pension Formula Change by replacing the current language with the following language:

The LBPOA agrees to implement a new retirement formula of 2.0% @ 50 for those employees hired on or after October 1, 2011 or when the CalPERS contract has been amended, whichever is later. These employees shall contribute from their annual salary their full employee contribution to CalPERS. Final compensation for employees hired on or after October 1, 2011 or when the CalPERS contract has been amended, whichever is later, will be calculated based on a three-year average.

Amend Article Five, Section I – Retirement Provisions, D. Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation by adding the following sentence:

Effective October 1, 2011, or shortly thereafter, the City will no longer designate EPMC as compensation earnable and report it as such to PERS for members of the bargaining unit.

Amend Article Five, Section I – Retirement Provisions, by adding:

F. City Payment to Safety Unfunded Liability

The City agrees to make a one-time payment of one million dollars to CALPERS as an offset of the City's CALPERS unfunded liability for Safety at any time before the end of FY 14. It is understood that this may be used to mitigate layoffs.

Amend Article Nine, Section III – Term, by changing the second sentence to read:

This MOU and all its rights, obligations, terms, and provisions shall expire and otherwise be fully terminated at 2400 hours on September 30, 2016.

Amend Appendix A, Section III to read:

Section III- General Salary Increases
The Salary Resolution will be amended to provide the following salary increases for the classifications included in Section I above on the effective dates indicated :

October 1, 2010

2.00%	Police Officer
1.25%	Sergeant
2.00%	Lieutenant

October 1, 2011

8.00%	All Ranks

April 1, 2014

1%	Police Officer
1%	Lieutenant

All terms and conditions of the October 1, 2009 to September 30, 2014 Memorandum of Understanding will remain in full force and effect through and including September 30, 2016 unless and except as amended by mutual agreement.

In witness thereof, the parties hereto have caused this Amendment to the Memorandum of Understanding to be executed this 20 day of September, 2011.

FOR THE LONG BEACH POLICE OFFICERS ASSOCIATION:

Stephen E. James, President

Ron Trott, Secretary

James Foster, Vice President

Philip Cloughesy, Treasurer

Douglas Bacon

Brian Bell

Jack Dial

Thomas Keleher

Steven Lauricella

Patrick O'Dowd

Robert Woods

FOR THE CITY OF LONG BEACH:

Patrick H. West
City Manager

Deborah R. Mills
Director of Human Resources

James McDonnell
Chief of Police

Ken Walker
Manager – Personnel Operations

Tara Brewer
Personnel Analyst

Nani Blyleven
Administrative Analyst

APPROVED AS TO FORM AND RETURNED
November 10, 2011
ROBERT E. SHANNON, City Attorney
By
CHRISTINA L. CHECEL
DEPUTY CITY ATTORNEY