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Title: **Long Beach, City of and Long Beach Association of Confidential Employees (LBACE) (2002) (MOA)**

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First Amendment and Extension to the
October 1, 2000 – September 30, 2002
Memorandum of Understanding between the
Long Beach Association of Confidential Employees

Extend the existing Memorandum of Understanding from October 1, 2002 to October 1, 2004 with the following amendments to be effective October 1, 2002 unless otherwise indicated:

1. Article Two, Section I, B. (General Salary Increase)

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section I.A on the effective dates indicated:

10/01/2003 3%

2. Article Two, Section IV – Higher Classification Pay

Effective July 1, 2002, each employee who is required to perform the full range of duties in a vacant, higher classification or grade level position, up to and including division manager, shall be paid an additional seventy-five cents ($0.75) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per calendar year in said position in order to qualify for the higher classification pay.

2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.

3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.

4. The temporary appointment to the higher classification must be approved by both the Department Head and the Director of Human Resources.

3. **Article Two, Section VIII – Mileage Reimbursement**

A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.

1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.

B. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of $ 0.345 cents per mile effective 10/01/02 and $0.365 cents per mile effective 10/01/03.

C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars ($385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.

D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of $125.00 per month plus $.10 per mile for each mile incurred on City business.

E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at the designated rate per mile for mileage incurred on City business.

F. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.

G. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls, but who do not have access to City-owned vehicles during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

4. Article Two, Section VI – In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid $350.00. Effective 10/01/03, the reimbursement rate shall be increased to $400.00.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

5. Article Four, Section I – Health, Dental, and Life Insurance

Section I - City Contribution

The City shall contribute by way of obligation for health, dental, and life insurance benefits, the maximum monthly amounts indicated below for employees in permanent full-time positions:

December 1, 2002 through November 30, 2003	$ 535 per month
December 1, 2003 through October 1, 2004	$ 600 per month

The benefits for the various plans and all employee payroll deductions for the period December 1, 2001 through November 30, 2002, are as recommended by the Health Insurance Advisory Committee on August 16, 2001, and approved by the City Council on August 28, 2001.

Section II - Health Insurance Advisory Committee (HIAC)

The Union shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. They review plan costs and make recommendations on plan changes, benefit levels, payroll deductions, and deletion or addition of plans.

Example:

If one of the City's plans exhibits high utilization and has fewer members, it may experience rate increases that are much higher

than the other plans. The Committee may evaluate several options including deletion of the plan, applying funds from the MOU Trust Account, increasing payroll deductions for those plan members, and/or make plan changes to decrease the premium costs.

Any benefit increases recommended by the Health Insurance Advisory Committee must be offset by other benefit changes and cannot increase the overall cost to the City beyond what is available in the MOU Trust Account or the City's contribution set forth in Section I above.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans and all employee payroll deductions for the period December 1, 2002 through November 30, 2004. The City Manager will forward these recommendations along with his recommendations to the City Council for approval.

Section III - M.O.U. Trust Account

If employees choose a health, dental or life benefit plan combination whose actual monthly cost is less than the maximum monthly amounts indicated above, the City shall account for the difference and hold the excess funds in a special account called the M.O.U. Trust Account. These funds will be held in the M.O.U. Trust Account and shall earn interest at the rate earned for the City's pooled investments.

In the event that the existing plan(s) premium rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. The amount taken from the M.O.U. Trust Account will be based on the recommendations made by the Health Insurance Advisory Committee which also may include plan changes and payroll deduction changes. This will continue through each benefit year until September 30, 2004, or until such time as the excess funds in the M.O.U. Trust Account are depleted to zero. If at some point in time before November 30, 2004, the M.O.U. Trust Account is depleted to zero because of premium rate increases and the City's monthly contributions are insufficient to fully fund the plans at current benefit levels, the City will be the responsible party to fund the difference in order to maintain benefit levels for the various plans and all current payroll deductions as recommended by the Health Insurance Advisory Committee effective December 1, 2001.

Section IV – On-the-Job Death Benefit

Effective July 1, 2002, if an employee is a victim of violence in the workplace and is killed on the job, the City shall continue to provide health insurance and dental insurance benefits as follows:

1. For the surviving spouse until his/her marriage, death, or Medicare eligibility, whatever occurs first.

2. For the surviving children until their 19th birthday or until age 26 if a full-time student in an accredited college or university.

Violence in the workplace does not include accidents or acts of God.

6. Article Five – Retirement and Workers' Compensation

Section I – Retirement

A. Maintenance of Existing Retirement Provisions

For bargaining unit employees who are eligible for and enrolled in the Public Employees Retirement System (PERS) on September 30, 2000, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on September 30, 2000. For the term of this MOU, the City shall continue to pay to PERS on behalf of each eligible employee, who is a PERS member, an amount equal to seven-sevenths (7/7) of his/her seven percent (7%) or subsequent to the PERS contract amendment provided for in Section I, D.1, seven-eights (7/8) of his/her eight percent (8%) individual employee contribution, whatever is applicable.

B. Public Employees' Retirement System Voting Rights

If PERS law is amended to prohibit active local members who do not contribute toward PERS from voting for the local member representative, the City agrees that it will, at the Union's request, allow employees to contribute 1% to PERS. The City agrees to negotiate a commensurate increase in employee compensation.

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

The City shall continue to designate EPMC as compensation earnable and report it as such to PERS not to exceed 7%.

D. PERS Contract Amendments

As soon as practicable or by the dates indicated, the City shall amend its contract with PERS to provide for the following benefit improvements:

1. 2.7% @ 55 modified formula in accordance with Government Code Section 21354.5 for Tier I and Tier II.

2. Upgrade Tier II employees on or about 10/01/04 as indicated below:

   - One-year final compensation – Government Code Section 20042

   - Military service credit as Public Service – Government Code Section 21024

   - Credit for unused Sick Leave – Government Code Section 20965

E. Employee Required Contribution

Government Code Section 21354.5 requires that the employee contribution increase from 7% to 8%. Soon after the MOU Amendment is approved by the City Council, the City shall conduct an election of all Miscellaneous PERS members as set forth in Government Code Sections 20474 and 20470.

The City shall pay 7/8ths of the required individual employee contribution of 8%. The remaining 1% will be paid by the employee on October 1, 2004, but only if the City loses it's super funded status and is required to again pay the employees individual contribution required by law.

7. Misc. Provisions

A. Personnel Assistants

City will complete a compensation study by10/01/03.

B. Personnel Analysts

City will complete a compensation study by 8/01/04.

C. Budget Analysts

City will complete a compensation study by 8/01/04.

8. Article Eight – General Provisions

Section V – Term

The term of this MOU extension shall commence on October 1, 2002 and shall remain in effect through October 1, 2004. 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, 2004 to May 15, 2004, 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.

Section VI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2002.

LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

_____
KENNETH M. CAMPBELL
President

_____

_____

_____

_____

_____

_____

CITY OF LONG BEACH

_____
HENRY TABOADA
City Manager

_____
WILLIAM H. STOREY
Director of Human Resources

_____
KEVIN P. BOYLAN
Manager-Personnel Operations

_____

APPROVED AS TO FORM

_____, 2002
ROBERT E. SHANNON, City Attorney