MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE LONG BEACH POLICE OFFICERS' ASSOCIATION

OCTOBER 1, 2019 TO SEPTEMBER 30, 2022

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ARTICLE ONE
MEMORANDUM OF UNDERSTANDING

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding (MOU) or Agreement is made and entered into by and between the City of Long Beach, a Municipal Corporation (City) and the Long Beach Police Officers Association (Association) pursuant to Government Code 3500 et seq.

Section II – Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section III – Recognition

The City of Long Beach hereby recognizes the Police Officers Association as the exclusive representative for employees in the basic and supervisory Police unit classification referenced in Appendix A of the Memorandum, subject to the right of an individual employee to represent himself/herself as provided in Government Code Section 3502.

Section IV - No Discrimination

A. The parties mutually recognize and agree fully to protect the rights of all employees covered by this MOU, and that all employees so covered shall have the right to join and participate in the lawful activities of the Association, and to exercise all rights expressly and impliedly set forth in Section 3500 et seq. of the Government Code of the State of California. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

B. The provisions of this MOU shall be applied equally to all employees covered without favor or discrimination because of race, color, sex, age, creed, or religion, and in accordance with all applicable State and Federal Laws.

C. The City and the Association agree that unit members will not be discriminated against because of membership or non-membership in employee organizations.

Section V - Employee Organization Rights and Responsibilities

A. Association Representation Responsibilities

The Association has the duty to fairly represent all members of the bargaining unit.

B. Board Member List

A current list of board members, including names and classifications shall be submitted to the Director of Human Resources. Any changes on this Board shall be submitted, with the same required information as stated above, to the Director of Human Resources within ten working days following such changes.

C. Dues and Benefit Deduction Program

1. During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for union dues shall be certified to the City by the appropriate Association official. For such purposes, the City shall charge the Association five and one-half cents ($.055) per deduction.

2. The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

D. Release Time

The City shall authorize the Association President and the Board of Directors union release time from their regularly scheduled duties. As used herein, union release time shall be authorized leave with pay to conduct full-time employee organization representation activities. Employees on such union release time shall be reported and compensated as if on vacation. While on union release time, such employees shall not be eligible for Workers' Compensation benefits or any benefits ordinarily available to Peace Officers under Division 4 of the California Labor Code.

1. The Association President shall be authorized union release time from the effective date of this agreement through the term of this agreement.

2. Subsequent to October 1, 2003 and every October thereafter, the Association shall reimburse the City for release of the Association President by reducing each bargaining unit member's scheduled holiday hours by up to 4.0 hours. This reduction in holiday hours shall only apply to members

in the classification of Police Officer, Police Corporal, Police Sergeant and Police Lieutenant.

3. Board of Directors Union Release Time

   a. On October 1 of each year, the City shall authorize the Police Officers Association Directors union release time in a total aggregate amount not to exceed 1,000 hours annually to be divided among such Directors as the Police Officers Association may decide. Any portion of this annual aggregate 1,000 hours which is unused at the end of the year shall be carried forward to be used in the next year. Accumulated unused release time authorized in this paragraph will not be carried forward past the term of this agreement, unless the provisions of the MOU are extended by mutual agreement, in writing, while good faith negotiations to secure a new agreement are proceeding.

   b. In addition to the 1,000 hours of release time allotted to the Association Board of Directors from the City, the bargaining unit members may volunteer hours from their individual accumulated unpaid holiday or banked overtime to be used by the Board members. Such donated hours may be used by Board members and union stewards. Use of hours by union stewards will require a minimum of seven (7) days prior notification. Donated hours will be carried over continuously.

4. The total time identified in paragraphs 2 and 3 above for President/Director release time shall not exceed 5000 hours. If necessary, the holiday hours deducted from members in paragraph 2 above will be reduced to ensure the 5000-hour maximum is not exceeded.

5. Bargaining unit members on union release time, if currently receiving Field Training Officer (FTO) or One Officer Car (OOC) pay while on union release time, may charge the applicable pay against the union's release time account.

6. With prior agreement the City shall reimburse the Association for hours used by Board members when their time and support of a City position is requested.

7. Procedure

   a. The Chief of Police or designee shall authorize the requested release time when such request is submitted one week (7 calendar days) in advance of the day or days requested. Documented emergency situations, such as Officer-involved shootings, or other situations when it is not possible to give prior notice, will likewise be honored.

Approval of other requests will not be unreasonably withheld. During a Police emergency, the Chief of Police may cancel release time.

b. On a quarterly basis, the City shall provide the Association with a report detailing the number of release time hours used in the preceding quarter.

8. Disputes

a. In the event that a dispute arises regarding the number of hours used or any other issue involving the administration of the union release time, the Association President and the Chief of Police will meet and attempt to resolve the matter.

b. If the dispute cannot be resolved to the mutual satisfaction of the Association President and the Chief of Police, the dispute shall be submitted as a grievance to the Director of Human Resources.

9. Non-Union Release Time Bargaining Unit Representation

The parties to this MOU agree that the working hours spent by bargaining unit members, including the Association Directors, acting as an employee representative for bargaining unit members only in grievances, discipline hearings, shooting boards, Officer-involved shooting investigations, meet and confer sessions and consulting with City management on all matters covered by the Meyers-Milias-Brown Act (California Government Code Section 3500, et seq.) shall not be considered union release time.

E. Transfer of Members of the Police Officers Association Board of Directors

While serving as a member of the Association Board of Directors, a member will be permitted to remain in his/her Division assignment provided they are performing their duties at an acceptable level. If they were assigned to a position which is normally rotated, they will be treated the same as other members of the Department.

If an Association Board of Directors member feels he has been unjustly retaliated against or unfairly treated, he can appeal directly to the Chief of Police. If the issue is not resolved within 10 business days by the Chief of Police, the Director can appeal directly to the City Manager. The City Manager or designee must hold a hearing within 10 business days from the date of the Director's request. The decision must be rendered in 10 business days from the date of the hearing. If appealed by the Director, the transfer will be stayed until the decision is made by City Manager.

F. Addressing Squad Meetings

It shall be the policy of the Long Beach Police Department to allow Association Directors to address the Patrol Division squad meetings under the following conditions:

1. The Association Director shall obtain permission to address the squad meeting from the ranking Command Officer on duty. He shall state the topic to be spoken about. Such permission and topic advisement shall be accomplished prior to the beginning of the squad meeting. If an Association Director is denied an opportunity to address squad meetings, the ranking Command Officer who refused this request shall file a memorandum to the Chief of Police prior to the end of his/her shift explaining why the Association was denied this opportunity. The Association will be served a copy of this memorandum within 24 hours of date of occurrence.

2. At the conclusion of the regular squad meetings, the ranking Command Officer shall announce that a presentation is to be made by a member of the Board of Directors of the Police Officers' Association. Attendance is not mandatory.

3. Presentations to squad meetings by Association Directors shall not exceed ten (10) minutes unless specific permission is granted by the ranking Command Officer on duty. The Association Director shall not speak to such length that would cause delay in relief of the watch going off duty.

4. The topics that may be discussed must be related to wages, hours, and working conditions.

5. At no time shall an Association Director ridicule the Long Beach Police Department, any member or organizational unit of the Long Beach Police Department whether by name, title, capacity or inference. This does not preclude legitimate constructive criticism regarding Police Department policies, practices and procedures.

6. The above procedures shall be subject to the existing grievance procedure.

Section VI - City Obligations and Responsibilities

A. City Obligations

In order to ensure that the City shall continue to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Long Beach, the City continues to reserve and retain solely and exclusively all rights of management, except as specifically vested to the Association by this Agreement, regardless of the

frequency of use, including those rights and responsibilities set forth by law including but not limited to the following rights:

1. To manage the Police Department and determine policies and procedures and the right to manage the affairs of the Department.

2. To take into consideration the existence or nonexistence of facts, which are the basis of the management decision in compliance with State law.

3. To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other government jurisdictions and to expand or diminish police services.

4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with City, Department, and/or Civil Service Rules and Regulations.

5. To determine the nature, manner, means, extent, type, time, quantity, quality, standard, and level of police services to be provided to the public.

6. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.

7. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.

8. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.

9. To determine methods of financing.

10. To plan, determine, and manage the Department's budget, which includes but is not limited to, the right to contract or subcontract any work or operations of the Police Department.

11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby and overtime, and assignments, except as otherwise limited by this agreement, or subsequent agreements.

12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith.

13. To determine qualification, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with City, Department, and/or Civil Service Rules and Regulations.

14. To determine the issues of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.

15. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action in accordance with City, Department, and/or Civil Service Rules and Regulations.

16. To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees.

17. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.

18. To maintain order and efficiency in police facilities and operation.

19. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this Agreement.

20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

B. Impact of City Obligations

Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a right of management upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a right of management upon unit members is provided for in this Memorandum of Understanding, City or Civil Service Rules and Regulations, or Departmental Rules and Regulations.

C. Authority of Third Party Neutral - City Obligations

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 VII - Intent of the Parties

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior written agreements. It is understood by and between the parties that the intent as set forth herein shall be to cover the wages, hours and working conditions of the employees represented by the Association.

It is agreed that there exists within the Police Department, personnel policies and procedures, general orders, departmental policies and rules and regulations. Except as specifically modified by this MOU, these rules and regulations, and policies and any subsequent amendments thereto shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these policies or departmental rules and regulations directly affecting wages, hours and terms and conditions of employment are implemented, the City, through the Police Chief, shall meet in accordance with Government Code Section 3500 et seq., with the Association regarding such changes.

However, the existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the Association shall remain in full force and effect during the term of this Agreement unless otherwise modified by this MOU.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Listing of Positions and Rates of Pay 2019-2022

A. The hourly, bi-weekly and equivalent monthly salaries for the classifications represented by the Association for the period of October 1, 2019 through September 30, 2022 shall be in accordance with the salary schedule set forth in Appendix A. The Salary Resolution will be amended to provide the following salary increases for the classifications listed in Appendix A on the effective dates as follows:

- Effective October 1, 2019, bargaining unit members shall receive a four percent (4%) general wage increase.
- Effective October 1, 2021, bargaining unit members shall receive a three percent (3%) general wage increase.
- Effective April 1, 2022, bargaining unit members shall receive a two and a half percent (2.5%) general wage increase.

B. Effective October 1, 2020 all permanent full-time bargaining unit members (excluding Police Recruits and all non-career employees) shall receive a one-time ad hoc lump sum payment of $2,000.

- The one-time payment 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. The one-time ad hoc payment shall not be characterized as and shall not be reported to CalPERS as pensionable compensation or compensation earnable.

Section II - Skill Pay

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 longevity Step 6 referenced in Section XIX. The definition of "Top Step Police Officer" is effective during the term of this MOU and applies to any special, incentive or skill pays.

The following skill pay provisions, will be continued in the Salary Resolution at the equivalent monthly rate indicated:

Motor Officer	5.23 percent of Step 5 Police Officer
Helicopter Pilot	8.60 percent of Step 5 Police Officer
Helicopter Observer	4.11 percent of Step 5 Police Officer

Canine Officer	5.23 percent of Step 5 Police Officer
Port Security	5.23 percent of Step 5 Police Officer

Section III - Marksmanship Pay

Marksman	$ 4.00/month
Sharpshooter	$ 8.00/month
Expert	$16.00/month
Master	$32.00/month

Payment for Marksmanship will be made once a year on the first paycheck in December.

Section IV - Incentive Pay

The following incentive pay rates shall be paid in accordance with the criteria listed in the Salary Resolution:

Police Officer/Identification Officer

Program II	$260.00 per month

No new Officers will be added to this Incentive Pay Program.

Section V - Field Training Officer Pay (FTO)

Police Officers and Police Corporals who are assigned by the Chief of Police to be Field Training Officers shall receive skill pay in an amount equal to 10 percent of the current Step 5 Police Officer and 10 percent of the base hourly rate of the Police Corporal for each hour worked in that assignment. Field Training Officers will be assigned to train Police Officers during Phase 2 and Phase 3 training periods. However, for lateral transfer officers, said assignment period shall be determined by the Chief of Police. Field Training Officers shall continue to receive this hourly skill pay when assigned to teach on behalf of the Department.

Section VI - Corporal Pay

Corporals shall be treated as Police Officers in all aspects except pay. The base pay differential between top step Police Officer and Corporal shall be maintained at its current rate, 12.466 percent. Effective April 1, 2017 the 12.466 percent differential will be calculated from the new Police Officer Step 6.

Section VII – Detective Pay

Effective October 1, 2019, Police Officers, Police Corporals, Police Sergeants and Police Lieutenants will receive 4.49 percent of Step 5 Police Officer base hourly rate, in accordance with Appendix D (Administrative/Detective Pay) and the City's Salary Resolution.

Section VIII – Port Security Unit

Police Officers, Police Corporals, Police Sergeants and Police Lieutenants assigned to the Port Security Unit will receive 5.23 percent of Step 5 Police Officer base hourly rate after they have obtained a valid Basic Boat Operations Certificate. Port Security Unit members will not be eligible to receive any other skill pay associated with their responsibilities on the Port Security Unit or one-man car pay or FTO pay when receiving Port Security Unit assignment pay.

Section IX - Bilingual Pay

Bilingual skill pay will be available to all classifications covered by this Agreement who are certified by the Civil Service Commission as having oral bilingual skills of a language predominantly spoken by the residents of the City of Long Beach, and who interact with the public on a regular and frequent basis which is defined as either the majority of their shift or those who are first line emergency responders, will receive $.80/hour. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager. Bilingual skill pay for American Sign Language will only be paid to members who interact with the public in person, face to face. Bilingual pay may be paid on a per diem basis to those who are certified by Civil Service and use said bilingual skills of a language deemed necessary by the City Manager and the Police Chief on an as-needed basis.

Section X – Canine Officer Reimbursement Pay

A. Employees will only be eligible for the Canine Officer Skill Pay and Canine Officer Reimbursement Pay if they meet the following qualification criteria:

   1. The employee is authorized by the Chief of Police to handle a police service dog(s) for use in connection with their law enforcement duties.

   2. The employee keeps, maintains, and furnishes a fully-trained and duly-certified police service dog(s) for use in connection with the performance of his/her official law enforcement duties.

B. For purposes of complying with the Fair Labor Standards Act (FLSA), and to accommodate employees for the off-duty care of their police service dog(s), the parties have agreed to the following terms:

1. The canine handler will be deemed to have spent six (6) hours off-duty every biweekly pay period to care for, maintain, and exercise their police service dog(s).

2. The canine handler will be reimbursed for these six (6) off-duty hours at the overtime rate of the State of California minimum wage (1.5 x minimum wage).

3. The canine handler will be paid the reimbursement for any period during which they possess a qualified police service dog(s), including vacation and holidays.

4. If the employee does not possess a qualified police service dog(s) for a majority of a biweekly pay period, the reimbursement will not be paid.

C. In addition to the biweekly reimbursement provided in the preceding paragraph, the City will reimburse an employee for veterinarian costs for on-the-job injury to police dogs. The City will continue to provide liability insurance for on-duty/off duty purposes at current levels.

Section XI – Dive Pay

Bargaining unit members who have successfully passed entry-level Dive Team qualifications and are assigned to the Dive Team shall be entitled to a per diem pay in the amount equivalent to 6 percent of Step 5 Police Officer for each hour worked while conducting an approved Dive Team operational deployment or operational training. Bargaining unit members assigned to the Dive Team agree that this is a secondary job assignment and not a separate job classification. Members assigned to these teams agree that any involuntary removal from this job assignment for non-disciplinary reasons shall be subject to the provisions of an involuntary transfer per Article 8, Section III.

Section XII – SWAT Pay

Bargaining unit members who have successfully passed entry level Special Weapons and Tactics (SWAT) school and are assigned to the SWAT team shall be entitled to a per diem pay in the amount equivalent to 10 percent of Step 5 Police Officer for each hour worked while conducting a SWAT operational deployment or approved SWAT operational training. Bargaining unit members assigned to the SWAT Team agree that this is a secondary job assignment and not a separate job classification. Members assigned to these teams agree that any involuntary removal from this job assignment for non-disciplinary reasons shall be subject to the provisions of an involuntary transfer per Article 8, Section III.

Section XIII – Solo Patrol Premium

A. On the effective date of the Agreement, Officers (Police Officers and Corporals) who are assigned and who work a one-officer unit in Patrol between the hours of 1630 and 0730 will receive skill pay in an amount equal to 10 percent of Step 5 for Police Officer and 10 percent of the base hourly rate of a Police Corporal for each hour worked in a one-officer unit.

B. The Chief of Police shall determine which units are to be designated as one-officer units.

C. Selection of Officers to work one-officer units will be made as follows:

1. An Officer must have a minimum of 18 months of service.

2. An Officer must have successfully completed Phase IV Training.

3. Officers with prior service will have that prior service counted towards the 18 months. Officers with prior service shall have 12 months patrol experience and must also successfully complete the training program as determined by the field training Lieutenant.

D. Officers who routinely receive this hourly skill pay shall continue to receive this skill pay when assigned to teach on behalf of the Department.

Section XIV – Overtime

A. Overtime will be assigned on a fair and equitable basis in accordance with criteria determined and published by the Chief of Police.

B. Effective October 1, 2019 employees may bank a maximum of 80 hours into an overtime bank.

C. Effective October 1, 2020 employees may bank a maximum of 100 hours into an overtime bank.

D. Effective October 1, 2021 employees may bank a maximum of 120 hours into an overtime bank.

E. Banked overtime in excess of the established maximum threshold shall be cashed out.

Section XV - Call Back

A. Court Appearance

Attendance at court or other quasi-judicial hearing is considered to be an official duty assignment. Employees who are in an "off duty" status and are directed to "Be There" or placed in an "On Call" status by the District Attorney, City Prosecutor or the Court Affairs Sergeant, shall be compensated as follows: (Note: An employee who enters duty status while in court shall be compensated by overtime only for the hours worked in an off-duty capacity. For example, if an employee has an A.M. "Be There" and an A.M. start time, that employee shall receive actual time worked prior to the start of the shift.)

1. A.M. "On Call" (0930 – 1230) - 1 hour of overtime

2. P.M. "On Call" (1330 – 1630) - 1 hour of overtime

3. A.M. "Be There" (0800 – 1230) - 3 hours of overtime.
   An employee that has an A.M. "Be There" and also starts work on their normal shift during the P.M. shall receive three hours of overtime or actual time worked, whichever is greater.

4. P.M. "Be There" (1231 – 1700) - Employees ordered to P.M. "Be There", will receive 3 hours of overtime or actual time worked, whichever is greater.

5. Employees who are in both an "On Call" and "Be There" status - 3 hours of overtime.

6. Employees will receive 1 hour of straight-time compensation for "Be There" court appearances that are cancelled with less than 24 hours notice of their appearance, and a ½ hour of straight-time compensation for "On Call" court appearances that are cancelled less than 24 hours prior to the "On Call" start time.

7. For Orange and Los Angeles Counties, employees will also be credited with driving time from the Public Safety Building to the court of appearance and return. For appearances out of the Los Angeles or Orange Counties, the Court Affairs Sergeant will review travel arrangements and approve compensation for travel and court time in advance.

8. Employees in a "Be There" status shall report either to Court or to the Court Affairs Sergeant at or before the time stated on the subpoena. For each half

hour an employee is late in reporting to the Court Affairs Sergeant, one-half hour shall be deducted from the employee's overtime.

9. Any employee who is in an "On Call" status and is notified to report to court shall do so as soon as possible but in no event later than one hour after such notification.

10. After being notified, the employee shall go directly to Court. Employees attending court are in an on-duty status and are under the direct supervision of the Court Affairs Sergeant.

11. Any employee who finds it necessary to be excused from a court appearance shall direct such requests to the Court Affairs Sergeant.

12. Employees "On Call" shall fill out overtime cards.

13. Any Officer wishing time off in lieu of pay must contact the Payroll Office prior to 1630 hours of that court day.

B. Other Call - Backs

Employees who are called back to duty status for other than court appearance will receive two (2) hours of overtime or one hour travel time plus time actually worked, whichever is greater.

C. Other Standby

1. Officers assigned to receive "standby" pay will be at the discretion of the Chief of Police.

2. Officers placed on "standby" must adhere to the controlling City Administrative Regulations and Department policies.

3. Officers must respond to the call out location within ONE HOUR of notification ready and available for work.

4. Officers may not consume alcoholic beverage(s) while on "standby status".

5. The Chief of Police may consider a take home vehicle as compensation for "standby" pay in lieu of pay.

6. On-call personnel will receive pagers at Department expense.

7. Compensation for one week standby will be nine hours of regular pay at the straight time rate.

Section XVI - Tuition Reimbursement

Employees who are enrolled in an accredited job and/or career related college or university study program during off duty hours, are eligible to receive reimbursement based on the following schedule:

Semester/Quarter Payment Schedule

1.0 through 5.9 semester units	$375.00
1.0 through 7.9 quarter units	$375.00
6.0 or more semester units	$400.00
8.0 or more quarter units	$400.00
Community College	$120.00
Total maximum per fiscal year	$800.00

The Tuition Reimbursement program is a citywide program that is subject to annual funding fluctuations. Requests for reimbursement will be considered on a citywide basis in order of the date received. Reimbursement will be made until the funds budgeted for tuition reimbursements are no longer available.

Section XVII - Physical Fitness Program

A voluntary Physical Fitness Program has been implemented by the Police Department and revised in 2002. The amount of $194,688 plus PERS costs will be provided for the Physical Fitness Program. Payment for the Physical Fitness Program will be made once a year on the first pay period in December.

Section XVIII - Education Pay and POST Pay

A. Education Pay:

Effective October 1, 2016, all represented members are eligible to receive the following special compensation based on Step 5 Police Officer for the indicated degrees from a fully accredited college or university:

Associates Degree (or 60 units towards a BA/BS Degree)	2.75 percent
Bachelors Degree	5.00 percent
Masters Degree	6.50 percent

B. POST Pay:

1. Effective October 1, 2019, members who possess an Advanced POST Certificate are eligible to receive special pay of ten percent (10%) of Step 5 Police Officer per month.

C. The following terms and conditions shall apply to education and Advanced POST pay:

1. Eligibility for Advanced POST and Education Pay will begin for new Officers after successful graduation from the Long Beach Police Academy, or upon date of hire for a lateral Officer who does not attend a full Long Beach Police Academy training program.

2. Members can receive only the highest level of education pay he/she is entitled to. There will be no combining of education pays.

3. Bargaining unit members may receive education and Advanced POST pay simultaneously.

4. Any member who was receiving POST II (Intermediate) pay prior to October 1, 2011, will be grandfathered and continue to receive the $260 per month amount they were receiving prior to the discontinuation of the POST II (Intermediate) pay.

5. Bargaining unit members may not receive education and Intermediate POST pay simultaneously.

6. Bargaining unit members may only receive one POST pay.

7. Official education transcripts and POST certificates shall be provided to the Police Department Personnel Payroll Office who will verify eligibility. The employee will receive the skill pay the beginning of the pay period following submission and verification of the documents.

Section XIX – Longevity Pay

A. The City shall provide to all bargaining unit members longevity pay as compensation under the following conditions:

1. 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;

    a. Longevity Step Effective on April 1, 2017

        i. Effective April 1, 2017, the longevity pay of five percent (5%) of top step Police Officer base hourly rate for ten years of service as a Police Officer with the City of Long Beach shall be eliminated. In its place an additional Step 6 shall be added to all represented classifications (except Police Recruit and Police Corporal) salary step equivalent to five percent (5%) of the Step 5 base hourly rate of the Police Officer.

ii. Effective April 1, 2017 all bargaining unit members with six (6) years of service or more shall advance one step in the salary schedule.

iii. Bargaining unit members that are not currently at Step 5, who have six (6) years of service or more, will be advanced to the next higher step. Thereafter, step advancement for all six (6) steps will be consistent with the current step schedule.

iv. If an employee is at Step 5 with less than six (6) years of service, the employee will advance to Step 6 one year after receiving Step 5.

v. The implementation of this step advancement will not affect an employee's current anniversary date for future step placement.

2. An additional five percent (5%) of top step Police Officer base hourly rate for fifteen (15) years of service as a Police Officer with the City of Long Beach up to March 31, 2017. Effective April 1, 2017, the longevity pay shall be calculated as an additional five percent (5%) of Step 6 of Police Officer base hourly rate for fifteen (15) years of service as a Police Officer with the City of Long Beach;

3. 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;

4. 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 Chief of Police.

Section XX – Acting Pay (Temporary Upgrade Pay)

Bargaining unit members designated by the Chief of Police to act in a higher level position i.e., Police Officer and Police Corporal for Police Sergeant, Police Sergeant for Police Lieutenant/Administrator and Police Lieutenant for Commander/Administrator shall receive a 5 percent salary increase over their existing pay (including all skill and incentive pays), but in no event more than the top step of the rank above them. However, FTO and One Officer Car Pay will be included in existing pay only if the employee has served 75 percent of their time in these positions in the past year. Employees in acting positions will not wear the insignia of the higher rank.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation Scheduling

A. The following terms and conditions will apply:

1. With the exception of the geographic Patrol Divisions, vacation sign up starts in November of the preceding calendar year. Vacation sign up for the geographic Patrol Divisions start immediately following the posting of the next deployment by the Patrol Bureau. Vacation sign up shall be done in two rounds and by seniority.

2. During round one, officers may sign up for their vacation up to a maximum of four (4) weeks or a minimum of one (1) week in one contiguous block. They cannot split their first sign up.

3. Round two will begin after every officer has had an opportunity to sign up in round one.

4. In round two, officers shall sign up for the remainder of their vacation balance in either a single contiguous block of their remaining time or in no more than two separate blocks of at least one week.

5. With the exception of the geographic Patrol Divisions, all vacation selections are to be made by December 20th so that the final vacation schedule can be completed by January 1. Vacation sign up for the geographic Patrol Divisions are to be completed prior to the commencement of the next deployment period.

8. The Police Department will retain control of the total number of personnel in a division, section, or detail allowed off for vacation at any given time. The Police Department will allow vacation time to be used as scheduled unless there is an emergency condition to warrant change in vacation sign up.

9. In the event of a voluntary transfer or promotion, the right to the selected vacation shall be waived. However, the Department will attempt to honor the original request.

10. In cases of involuntary transfers, vacation selection will be administered in accordance with current departmental practice. If a division, section or detail is disbanded, involuntary reassigned officers will be allowed to take their vacation with them to new assignments, if it does not create an overall staffing shortage in the new assignments.

11. Vacation sign up in the Investigation Bureau will be by detail and based on department seniority.

12. Bargaining unit members with less than 20 days of vacation (200 hours) shall be allowed to combine other time off to equal 30 consecutive calendar days for a month vacation one time per year. All other time off will be according to existing policy.

13. Vacation Accrual Maximums will be in accordance with the attached Letter of Agreement (Appendix D).

Section II - Exchange of Vacation Days

Sworn personnel may exchange vacation days, subject to the following terms and conditions:

1. Both parties to the exchange must be willing to make the exchange of vacation days and must fill out revised vacation schedules (Form PD 1000.007).

2. There will be a limit of one such exchange per year for any Officer.

3. Such exchange of vacation days will be kept within the Division, Section, Watch and/or Detail.

4. A minimum of five days' notice must be given to each Officer's supervisor.

5. Supervisors concerned must approve the exchange of days off.

6. Officers may exchange days off only with Officers of the same rank.

7. Exchange shall be in exact blocks, with no single days exchanged. The minimum block of vacation days which may be exchanged shall be five (5) days.

Section III - Exchange of Days Off

1. Both parties to the exchange must be willing to make the exchange of days off.

2. Officers working Calls for Service (CFS) assignments within the Patrol Bureau may exchange days off with other CFS Officers (regardless of geographical division).

3. Exchange of Days off for non- CFS assignments are subject to approval on a case-by-case basis at the division level.

4. The exchange of days off and the exchange of days worked must be identified by both employees on the completed form PD 2000.004. Both dates must fall within six months of the first date that is exchanged.

5. Sworn employees may only exchange days off with employees of the same rank and abilities to fulfill the duties of the exchange assignments. Corporals and Officers will be considered the same rank for the purposes of this program.

6. The following payroll codes will be used on the Officers' timecards who are participating in the day-off exchange:

   DXO (Day-Off Exchange "Off" Shift): This code shall be used on the regular scheduled workday of an Officer to indicate his/her absence from a regular shift due to the day-off exchange. The name and DID of the person actually working the shift shall be indicated on the back of the timecard.

   DXW (Day-Off Exchange "Work" Shift): This code shall be used on the regular day off of an Officer to indicate his/her working of a shift in lieu of another Officer due to the day-off exchange. The name and DID of the person whose shift is being worked shall be indicated on the back of the timecard. The use of holiday, vacation, and/or banked overtime may not be used in lieu of working a DXW.

7. Exchanges of days off must be completed prior to promotion or transfer.

8. The direct supervisors of involved Officers, or the person in charge of scheduling the involved Officer's watch, must approve the exchange of days off by providing their authorizing signature on the completed PD 2000.004. Day-off exchange request for Officers submitted with less than 72 hours' notice of the first day to be exchanged may not be honored by the Department. Exchange of days off for Sergeants and Lieutenants shall be documented via email.

9. Direct supervisors who approve the exchange are responsible for the distribution of the completed form PD 2000.004 to the participants' Bureau Administration Office and shall notify the scheduling Sergeant.

10. In the event of illness, the affected Officer's direct supervisor, in conjunction with the Officer, will identify a DXW date and shall forward this information to the Personnel Division and the Bureau Administration Office.

11. An Officer must report the exchange of days off indicated on the completed form PD 2000.004. An Officer who fails to report shall be carried "no work". The violating Officer's direct supervisor will identify a DXW date and shall forward this information to the Personnel Division and the Bureau

Administration Office. The violating Officer's day-off exchange privilege may be suspended for a period of one year and disciplinary action may occur.

Section IV - Holiday Accumulation

A. Holiday accumulation shall be based on City policy.

B. Effective calendar year 2021 or upon implementation of the City's LBCOAST HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, the City will implement a maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees as outlined in Appendix E.

C. All requests for holidays require supervisor's approval.

In all cases, the Department scheduling priority shall take precedence in order to meet the community's needs.

Section V - Holiday Schedule

The following are City observed holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Thanksgiving Day - Fourth Thursday in November
8. Day after Thanksgiving – Friday after Thanksgiving Day
9. Christmas Day - December 25
10. Personal Holiday Leave (4 days)

Effective the first pay period of calendar year 2021, subject to approval by City Council, the City will provide an additional City observed Holiday (to be determined by City Council) to eligible permanent full-time and permanent part-time employees.

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

For covered employees not on a holiday in lieu schedule, four personal holidays will be credited on January 1 each calendar year. Employees hired after January 1, will be credited with 1.24 personal holiday hours for each full pay period of said time. Thereafter, each January, they shall receive four personal holidays in the first pay period that begins in January.

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. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City 18.67 hours of pay for the personal holiday hours taken but not earned.

Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees and granted by the department on an availability basis.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in this section.; however, in the event the State legislature and/or the City Council establish a Caesar Chavez holiday, the number of holidays per calendar will remain at 13. This also applies to Section IV - Holiday Accumulation.

Section VI - Use of Accumulated Sick Leave for Family Illness or Doctor/Dental Appointments

An employee shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner. A maximum of two days may be used for personal doctor or dental appointments.

Section VII - Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted 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.

Section VIII - Integral Part Trust (Post Employment Medical Benefits)

The City of Long Beach ("City") and the Long Beach Police Officers Association ("LBPOA") agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post-Employment Medical Benefits Program for each represented member, through the establishment of an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement. Deposits into the account and subsequent withdrawals for medical expenses are governed by the Internal Revenue Code and IRS regulations.
Said Trust will be funded from the following sources:

A. Upon retirement, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:

1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement, from the employee's unused sick leave account, until the funds in the account are exhausted:

   a. The total amount of health and/or dental insurance premiums based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.

   b. In addition to subsection A (1)(a) above, the City will deposit $1,200 per year, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

      An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date. For example, if an employee retires June 30, of the year, $600 will be deposited in the employee's plan account during the month of July ($1,200/12 months = $100 x 6 months = $600).

2. If an employee chooses to withdraw from the City's health and dental insurance programs, the City will make the following payments into the employee's plan account. These payments will come from the employee's unused sick leave account. The payments will be made within the first month after the employee's retirement and will be made on a pre-tax basis.

   The City shall contribute $10,752 to the employees RHS account each year of the contract. This amount was derived by adding the City's health insurance contribution on the beginning date of the contract plus $100 per month.

   An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

   In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

B. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.

C. Any represented employee who retires on or after December 1, 1998, will be eligible for the Integral Part Trust.

D. The following will be appointed as trustees: Director of Human Resources, City Treasurer and one representative from the Long Beach Police Officers Association.

E. The parties agree and understand that the final parameters of the program must be approved by the IRS and shall be subject to their rules and regulations.

Section IX - Jury Duty

Employees will be limited to forty hours of paid jury time each calendar year. Upon request, Officers will be assigned to a day work schedule while on jury service.

Section X – Bereavement Leave

Any Full-time or Permanent part-time member may be allowed to be absent from duty for a period not to exceed three (3) scheduled working days and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the department head in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.

An immediate family member shall be defined as the employee's: spouse, child, parent, brother, sister, parents or siblings of spouse, grandparent, grandchild, step child, step parent, step sibling or domestic partner as defined by State law.

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.

Bereavement leave must be taken within 60 days of immediate family member death. Employees shall only be eligible for three (3) paid bereavement leave days total in a rolling 12-month period.

Eligible members under paragraph 1 above, may request to use up to three (3) days of sick leave for death or critical illness of an immediate family member in addition to approved paid bereavement leave.

Temporary, Seasonal and Non-Career employees are not eligible for paid Bereavement Leave.

Section XI – Military Leave

Military Leave supplemental benefits shall be in accordance with Appendix "I" as extended by City Resolution C-28492 (adopted 12/07/04).

ARTICLE FOUR
HEALTH INSURANCE BENEFITS

Section I - Health, Dental and Life Insurance

A. 1. 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:

Effective December 1, 2019 - $1,737.11 per month

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

1. On January 1, 2017 and every January 1st thereafter 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. The $25 cap will also apply to employees with family plan health coverage in plan year 2017.

2. Beginning January 1, 2018, 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.

   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. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC). The representative shall be enrolled in one of the City's health insurance plans.

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental 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.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans for the period January 2017 through the term of this Agreement. Every effort should be made to have these recommendations to the City Manager by September 15th of each year. The City Manager will consider these recommendations prior to making his 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 Association of his recommendations in writing, at least seven (7) calendar days before he submits them to the City Council for approval.

The parties agree to work cooperatively and discuss options to continue to provide quality, affordable healthcare to members of the bargaining unit. The parties agree to work through the HIAC to manage future employee benefit program cost increases. To that end, the parties agree, during calendar year 2017, to retain a professional health consultant to assist the Association to review the 2018 health plan renewal as specified in Appendix "B" of this Agreement.

Section II - Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of Retired Employee

A. 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 employee, be utilized for the purpose of continued payment by the City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The retired employee has an effective retirement date of July 1, 1983 or later; or

2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

B. Said premium payment shall continue until:

1. The spouse remarries;

2. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;

3. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier;

4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

C. Continuation of Health Insurance for Surviving Spouse and/or eligible dependents of members deceased as a result of their employment, but not killed in the line of duty:

1. The City will deposit 2000 hours of Sick Leave into the deceased employees account for the purposes of providing a continuation of Health Insurance for the Surviving Spouse and/or eligible dependents if it is determined by a Workers' Compensation judgment that the deceased member's cause of death is deemed related to the member's employment.

2. Said premium payment shall continue until:

   a. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;

   b. 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;

   c. There is insufficient accumulated unused sick leave to pay the required monthly premium.

3. The benefits of this provision will be eligible only to the dependents of the deceased Officer at the time of his/her death.

Section III – Life Insurance

The City will make available to members the opportunity to purchase, at their own cost, additional term life insurance at group rates.

ARTICLE FIVE
RETIREMENT

Section I – Retirement Provisions

A. For 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 his or her nine percent (9%) employee contribution.

Should an employee hired under Tier II, terminate service prior to retirement and elect to withdraw his/her retirement contributions from PERS, it is intended that the City will pay to the employee two percent (2%) and applicable interest of the employee's regular compensation for that portion of service worked between April 21, 1990 through June 29, 2001. Regular compensation includes applicable wages, skill pay, incentive pay, etc., but does not include overtime, employer contributions to deferred compensation, or other forms of compensation not subject to PERS.

B. **Post-Retirement Health Insurance Account Supplement**

Retirees who retired between September 30, 2009 and December 31, 2011 receive a supplement to their Post-Retirement Health Insurance Account in accordance with the mutually agreed to supplement plan (see Appendix B POA MOU 2009-2014).

C. **Pension Formula Change**

1. 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.

2. Those 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 7522.04.

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

Effective October 1, 2011, the City no longer designates EPMC as compensation earnable and does not report it as such to PERS for unit employees in both Tier I and Tier II.

E. Cost Sharing by Classic CalPERS Members

Effective with the start of the first full pay period of FY 2019-20, Classic safety employees will contribute 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) described in section 1 above, to cost sharing of 3 percent of compensation earnable, pursuant to Government Code Section 20516(a). 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 Police Officers 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

OTHER BENEFITS AND WORKING CONDITIONS

Section I - Parking for Members

Association unit members shall have the right to use, free of charge, the parking lot between the Public Safety Building and the County Court Building and designated spaces in the City parking structure on the Southeast corner of Broadway and Chestnut, for the term of this Agreement, subject to the following conditions:

1. With the advent of decentralization, the Police Department will make every effort to provide secure and safe parking for employees at all decentralized locations;

2. The existing County lot and the City parking structure shall be used. In the event the City is unable to provide all or part of the existing county lot permanently or temporarily, the City will provide spaces inside the area bound by Fourth, Daisy, Pine and Ocean;

3. Parking decals will be issued to vehicles driven by unit members;

4. The Police Department will enforce all applicable City parking regulations;

5. The City will provide up to 290 spaces for the parking of vehicles used to transport employees to work, including spaces for full sized, medium sized, compact cars and motorcycles. The City will evaluate the need for 290 spaces based on decentralization, as the headquarters building will no longer require as many spaces. The Department and Association will meet and confer on the results of the evaluation prior to any reduction in allocated spaces;

6. The City will be responsible for providing repair, cleaning, striping and other maintenance;

7. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II – Uniform Replacement

All items required to be worn in the Uniform and Equipment Specifications Manual of the Long Beach Police Department shall be replaced at the discretion of the Police Chief or his designee on a fair wear-and-tear or damaged basis.

Section III - Hours and Schedules

The Chief of Police shall assign all bargaining unit members to a 4/40 work schedule during the term of the Agreement unless otherwise agreed to by the Police Officers' Association.

Section IV – Certification

In accordance with the budgeted authorized strength of the Long Beach Police Department, the City agrees that a vacancy in a rated position may be deemed to exist upon the last physical on duty day of the terminating employee.

Section V - Work Permits

The Chief of Police will make the final decision, which shall be grievable.

Section VI - Internal Affairs Investigations

Every attempt will be made to complete Internal Affairs investigations within one hundred and eighty (180) days of the filing of the initial complaint. Employees or their representatives may request the status of their case at any time.

Effective October 1, 2019, when Internal Affairs investigation has concluded and the Chief of Police has reached a disposition on the case, an employee who is the subject of an investigation shall be advised in writing of the Chief's disposition within 30 days of such decision.

Section VII – Gun Reimbursement

All permanent Police Officers shall receive five hundred dollars ($500) for providing their own firearm upon successful completion of their initial probation period.

Section VIII – Work Related Activities

All uniformed employees will be allowed ten (10) minutes at the beginning of their regularly scheduled shift specifically for work related activities. In addition, they will be allowed fifteen (15) minutes at the end of their shift for work related activities.

Section IX – Public Records Requests

When the department receives a public records request for records made available pursuant to Senate Bill 1421 (as adopted on September 30, 2018), the following process will be followed:

1. The department will notify the requestor whether responsive records exist, in accordance with section 6253(c) of the California Government Code.
2. If the department determines responsive records exist, the department shall notify the involved active employee(s) on the same day the requestor obtains notice.
3. Except where the disclosure of such information is prohibited or in the City's discretion is exempted by law, the involved active employee's notification shall include: the date of the request, the requestor name and/or organization, and the nature of the information requested.
4. The department will provide the involved active employee(s) with an opportunity to review the redacted records at least five calendar days prior to public release.
5. The involved active employee(s) will be allowed to retain a copy of the records that are subject to public release.

Section X – Probationary Training Police Recruits

The Police Recruit probationary field training will be modified in accordance with Appendix "G " Letter of Agreement. The City and POA agree that any changes to the probationary field training must be mutually agreed upon by the Police Department and the POA.

Section XI – Documented Counseling

All documented counseling and retraining shall be removed from an employee's personnel files within one year. It is the employee's responsibility to check their personnel files for accuracy. If the employee believes a documented counseling or retraining document has been in their file beyond one year, they shall submit a written memo to their division commander requesting removal of the document. The involved employee shall not remove documents from their own file.

ARTICLE SEVEN
GRIEVANCES

Section I - Grievance Procedure

It is hereby agreed and understood that the following procedures shall be utilized by the City, and by any Officers who are represented by the Association as the method by which applicable disputes are resolved.

Section II – Definitions

A. A grievance is an allegation by an employee that the City has violated the terms of this Agreement.

1. Disputes over the terms of any proposed collective bargaining agreement or Memorandum of Understanding between the City and the Association are excluded from this procedure.

2. Disputes over matters subject to review by the Civil Service Commission cannot be grieved.

3. Disputes over matters which are subject to State or Federal law and which are reviewable by State or Federal administrative agencies cannot be grieved. For example, equal employment opportunity matters.

4. A grievant is a member of the unit who has been harmed by the alleged violation.

B. A "day" is a calendar day.

Section III - Procedure

A. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) calendar days from the event or events on which the grievance is based.

B. The immediate supervisor will attempt to resolve the grievance within ten (10) calendar days. Upon resolution of the grievance, or on the tenth day after the grievance is presented, the supervisor shall forward a memorandum detailing the grievance and the steps taken to resolve the grievance to the Lieutenant/mid-manager.

The Lieutenant will attempt to resolve the grievance within ten (10) calendar days. Upon resolution of the grievance, or on the tenth day after the grievance is presented, the Lieutenant shall forward a memorandum detailing the grievance

and the steps taken to resolve the grievance to the Department Employee Relations Officer.

C. The Police Department Personnel Administrator will resolve the grievance or he/she shall forward the grievance memorandum and, an additional memorandum detailing the steps taken to resolve the grievance, to the Chief of Police or his designee within ten (10) calendar days.

D. The Chief of Police or his designee shall meet with the grievant within ten (10) calendar days. The Chief of Police or his designee shall render their decision within ten (10) calendar days of hearing the grievance.

Section IV – Appeal to Chief of Police

If the grievant is not satisfied with the results of the Informal Procedure, he/she must appeal it on the Department Grievance Appeal Form to the Police Chief within ten (10) calendar days after the answer of the Deputy Chief or designee. The Police Chief or designee shall meet with the employee within ten (10) calendar days after submission of the grievance to him. Failure to complete the Department form or to submit the form within the time limit automatically disqualifies the grievance. The Police Chief or designee will answer within ten (10) calendar days after the meeting with the employee.

Section V – Appeal to the Human Resources Director

A. If the grievant is not satisfied with the results of the procedure, he/she must appeal it on the Department's Grievance Appeal Form to the Human Resources Director or designee within ten (10) calendar days after the answer of the Police Chief or designee. Failure to complete the Department Form or to submit the form within the time limit, automatically disqualifies the grievance.

B. After receipt of the appeal, the Human Resources Director or designee, shall call for a hearing between the grievant and a representative of the Department. The hearing shall be under the direction of the Human Resources Director or designee and will be opened within ten (10) calendar days. The Rules of Evidence shall not apply in such a hearing. The hearing will be completed within ten (10) calendar days.

C. A written decision shall be given, which may affirm, amend or deny the grievance, within thirty (30) calendar days after the close of the hearing, unless otherwise mutually agreed upon between the City and the grievant.

Section VI – Appeal to the City Manager

A. If the grievant is not satisfied with the results of the Human Resources Director or designee decision he/she may proceed by written request to the City

Manager/designee or to arbitration within ten (10) calendar days from the date of the decision.

B. If the matter is referred to the City Manager or designee, the hearing shall be opened within not more than ten (10) calendar days from the date the request is received. The City Manager or designee may affirm, modify or deny the grievance. The decision shall be rendered in writing within ten (10) calendar days from the close of the hearing. The decision of the City Manager will be final and binding. The rules of evidence shall not apply in such a hearing.

C. If the matter is submitted to arbitration, the following procedure shall apply:

1. Upon receipt of a written request from the Association to refer the disputed matter to arbitration, the parties shall meet and attempt to jointly select an arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten (10) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of said panel from the American Arbitration Association, the parties shall meet within ten (10) calendar days, at which time the parties shall determine the arbitrator by the alternate strike method. A coin flip will determine the party to strike first;

3. Any arbitrator appointed must be familiar with employee/management relations in public employment;

4. The arbitrator shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed;

5. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;

6. The findings of the arbitrator shall be transmitted only to the parties to the dispute;

7. Each party shall bear the expenses of presenting its own case. Calling of witnesses by either party shall be done with a reasonable amount of constraint;

8. Cost of making stenographic record shall be borne equally; the arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;

9. The arbitrator shall not have the authority to amend, modify or add to the provisions of the Agreement.

10. Any issue of arbitrability must first be decided by the arbitrator before proceeding to a hearing on the grievance;

11. The decision of the arbitrator shall be final and binding.

Section VII - General Provisions

A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.

B. The aggrieved employee(s) and representatives(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for the time so spent. The cost of witnesses called by either party shall be borne by that party if required to testify when not otherwise required to be on duty.

C. A grievance shall be considered untimely if not presented by the employee(s) within ten (10) calendar days of the alleged grievance.

D. Written grievances shall be on a form provided by the City.

E. Employees who so desire shall have the right to union representation at all stages of this Grievance Procedure.

F. If the complaint is submitted to Step IV, the grievance shall be presented in writing, and the grievance form shall contain information which:

1. Identifies the aggrieved;

2. Contains the specific nature of the grievance;

3. Indicates the time or place of its occurrence;

4. States the rule, law, regulation or policy, which is alleged to have been violated;

5. Indicates the consideration given or steps taken to informal resolution;

6. States the corrective action desired;

7. Gives the names of any person or representative chosen by the employee to enter the grievance;

8. Grievances over Special Detail assignments may be initiated at the Human Resources Director level. The City and the Association will expedite the procedure past that step.

ARTICLE EIGHT
TRANSFER POLICY

Section I - General Provisions

A. Transfer is defined as movement from one Division to another. The geographic Patrol divisions shall be considered one Division.

B. Assignment is defined as placement within a Division.

C. Transfers will be made only with the approval of the Chief of Police or his designee.

Section II - Voluntary Transfer

A. **Request for Transfer**

1. Except as provided herein, any unit member may at any time request a transfer to an open position within the same job classification. The voluntary transfer procedure will not be used to "bump".

2. An applicant selected for voluntary transfer and the Command Officer making the selection may agree to a minimum and a maximum term of duty in the assignment.

B. **Selection Procedure**

1. Job announcements shall be posted for a minimum of two weeks prior to the beginning of the selection process. The job announcement shall be publicized throughout the department using e-mail and Watch Reports.

2. The job announcement shall include, but is not limited to: hours and days off, prerequisites of the position, dates that the resume or other qualifying material shall be turned in, and the timetable of the interview process, if any.

3. Once selection has been made, the Command Officer shall notify the Commanding Officer/Administrator of the Personnel Division, so that the appropriate transfer forms can be completed. If an applicant properly grieves the transfer, the Command Officer will provide written reasons for his/her decisions to be used in accordance with the established grievance procedures.

Section III - Involuntary Transfers

A. Involuntary transfers shall be made at the discretion of the Chief of Police.

B. Every effort will be made to provide the affected employee with a minimum of one pay-period notification prior to being involuntarily transferred.

C. An employee who believes that a proposed transfer is arbitrary or capricious may request a meeting with the City Manager or his designee within 10 calendar days after notification of the transfer. A proposed transfer that has been appealed as provided herein shall not be accomplished until the decision of the City Manager or his designee has been rendered supporting the proposed transfer.

D. Employees may be transferred for disciplinary purposes. The employee being disciplined will be provided with the following in writing by the Chief of Police:

   1. The reasons that the employee is being transferred.

   2. Corrective action required of the employee to correct the problem that was cause for the discipline. The employee shall have the right to appeal the discipline in writing to the City Manager or his designee within ten (10) calendar days of receiving written notice of transfer. The City Manager or his designee will schedule a meeting with the employee within five days of receiving notice from the employee.

E. The City Manager's decision under Section III, C. and D. above is final.

Section IV - Special Detail Assignments

A. Special detail assignments shall be utilized by the Chief of Police to move department personnel to a specific assignment for a specific period of time to meet a department need when it is intended to return the individual to their regular assignment at the end of a given period of time.

B. Special detail assignments shall not be used as a form of disciplinary action.

C. Special detail may be used for training or retraining.

ARTICLE NINE
GENERAL PROVISIONS

Section I - Full Agreement

A. It is agreed that this constitutes the full and complete MOU between the parties, and that all other matters presented by the parties during the conduct of the meet and confer process which result in this MOU are withdrawn by both parties as matters in dispute for the term of this MOU, and may be raised again by mutual consent only.

B. This section in no way inhibits or restricts the City or the Association from the lawful conduct of the meet and confer process regarding issues not presented during these negotiations.

Section II – Implementation

A. This MOU is a recommendation to be jointly submitted by the Long Beach Police Officers Association and the City Manager to the City of Long Beach City Council for final approval. This MOU shall not become binding upon the Association or the City of Long Beach in whole or in part unless and until:

1. The Association has approved these provisions of the MOU in the manner required by its constitution, by-laws, and regulations;

2. The City Council has approved the provisions of this MOU in the manner required by law;

3. The City Council has by ordinance and/or resolution appropriated the monies to fund the economic terms and conditions contained herein. It is understood between the parties that the funding of all the economic terms and conditions contained in this MOU are subject to all current and future applicable Federal, State, and local laws, the City Charter of the City of Long Beach, including but not limited to those relating to contracts, annual appropriations and debt limitation.

Section III – Term

The term of this MOU shall commence when the terms and conditions of its effectiveness as set forth in Article Nine, Section II have been fully met, but in no event shall this MOU become effective prior to 0001 hours October 1, 2019. This MOU and all its rights, obligations, terms, and provisions shall expire and otherwise be fully terminated at 2400 hours on September 30, 2022.

Section IV – Renegotiation

A. In the event either party to this MOU desires to modify, amend, or renegotiate the provisions of this Memorandum, such party shall serve upon the other party, during the period between April 15, 2022 and May 15, 2022, its written request to commence such negotiations.

B. The parties shall, as soon as practical, serve upon each other their written proposals for modification, amendment, or renegotiation. Upon receipt of said proposals, meet and confer sessions are to commence as soon as possible, but in no event later than June 15, 2022, and shall continue until concluded.

C. Neither a request to commence negotiations nor the commencement of meet and confer negotiations as provided above during the term of this MOU shall relieve either party of its obligations under this MOU unless both parties agree in writing to modify the terms and conditions of this MOU.

Section V – Separability

A. This MOU is subject to all applicable Federal, State, and City charter laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable regulation, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

B. The provisions of this MOU shall not be binding upon the parties until approved by the City Council and ratified by the Long Beach Police Officers Association general membership. The below signatories, by affixing their signatures hereto, pledge their joint recommendation to the City Council and the Long Beach Police Officers Association general membership for approval, and understand that if the Council fails to accept by ordinance or resolution or the Long Beach Police Officers Association membership fails to ratify this joint recommendation upon presentation, the MOU shall have no force or effect whatsoever.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 8th day of October, 2019.

FOR THE POLICE OFFICERS ASSOCIATION:

James Foster, President
Police Officers Association

Richard Chambers
Police Officers Association

David Whelan
Police Officers Association

Eric Hubbard
Police Officers Association

Matt Heady
Police Officers Association

FOR THE CITY OF LONG BEACH:

Patrick H. West
City Manager

Tom Modica
Assistant City Manager

Alejandrina Basquez
Human Resources Director

Elizabeth Calixtro
Labor Relations Officer

Robert G. Luna
Chief of Police

Wally Hebeish
Assistant Chief of Police

APPROVED AS TO FORM:

for Charles Parkin
City Attorney

APPENDIX "A"

Section I - Classifications Represented

Basic Police Unit	Police Supervisory Unit
Police Investigator – NC	Police Captain
Police Officer	Police Lieutenant
Police Officer – NC	Police Sergeant
Police Recruit	
Police Corporal	

Section II - Lower Entry Step for Police Recruit

While in the Police Academy, Police Recruits shall receive a salary that is 10 percent below Step 1 of Police Officer. Upon being sworn in as a Police Officer, the Police Recruit will be placed at Step 1 of the salary range for Police Officer or other appropriate step as determined by the Chief of Police.

Section III – Key Salary Information

Amounts shown are hourly, bi-weekly and monthly equivalents.

A. Effective October 1, 2019

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE RECRUIT	046	$34.712 $2,776.966 $6,037.422					
POLICE OFFICER	050	$38.569 $3,085.555 $6,708.328	$40.717 $3,257.363 $7,081.857	$42.920 $3,433.581 $7,464.972	$45.277 $3,622.195 $7,875.040	$47.761 $3,820.877 $8,306.995	$50.148 $4,011.821 $8,722.128
POLICE SERGEANT	110	$48.179 $3,854.323 $8,379.712	$50.711 $4,056.915 $8,820.168	$53.484 $4,278.726 $9,302.410	$56.350 $4,508.026 $9,800.931	$61.311 $4,904.890 $10,663.755	$63.699 $5,095.917 $11,079.069
POLICE LIEUTENANT	170	$58.140 $4,651.213 $10,112.235	$61.337 $4,906.970 $10,668.278	$64.612 $5,168.966 $11,237.887	$68.080 $5,446.438 $11,841.141	$71.752 $5,740.134 $12,479.667	$74.140 $5,931.162 $12,894.981

Note: These rates are approximate. For additional information please refer to the City's Salary Resolution.

B. Effective October 1, 2021

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE	046	$35.75					
RECRUIT		$2,860.28					
		$6,197.26					
POLICE	050	$39.73	$41.94	$44.21	$46.64	$49.19	$51.65
OFFICER		$3,178.12	$3,355.08	$3,536.59	$3,730.86	$3,935.50	$4,132.18
		$6,885.93	$7,269.35	$7,662.61	$8,083.53	$8,526.92	$8,953.05
POLICE	110	$49.62	$52.23	$55.09	$58.04	$63.15	$65.61
SERGEANT		$3,969.95	$4,178.62	$4,407.09	$4,643.27	$5,052.04	$5,248.79
		$8,601.56	$9,053.68	$9,548.69	$10,060.41	$10,946.08	$11,372.39
POLICE	170	$59.88	$63.18	$66.55	$70.12	$73.90	$76.36
LIEUTENANT		$4,790.75	$5,054.18	$5,324.04	$5,609.83	$5,912.34	$6,109.10
		$10,379.96	$10,950.72	$11,535.41	$12,154.64	$12,810.07	$13,236.38

Note: These rates are approximate. For additional information please refer to the City's Salary Resolution.

C. Effective April 1, 2022

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE	046	$36.65					
RECRUIT		$2,931.78					
		$6,352.19					
POLICE	050	$40.72	$42.99	$45.31	$47.80	$50.42	$52.94
OFFICER		$3,257.57	$3,438.96	$3,625.00	$3,824.13	$4,033.89	$4,235.48
		$7,058.08	$7,451.08	$7,854.17	$8,285.62	$8,740.10	$9,176.87
POLICE	110	$50.87	$53.54	$56.47	$59.49	$64.73	$67.25
SERGEANT		$4,069.20	$4,283.09	$4,517.27	$4,759.35	$5,178.34	$5,380.01
		$8,816.60	$9,280.02	$9,787.41	$10,311.92	$11,219.73	$11,656.70
POLICE	170	$61.38	$64.76	$68.21	$71.88	$75.75	$78.27
LIEUTENANT		$4,910.52	$5,180.53	$5,457.14	$5,750.08	$6,060.15	$6,261.82
		$10,639.46	$11,224.49	$11,823.80	$12,458.50	$13,130.32	$13,567.29

Note: These rates are approximate. For additional information please refer to the City's Salary Resolution.

APPENDIX "B"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

DETECTIVE/ADMINISTRATIVE PAY

The City currently designates certain classifications as eligible for Detective/Administrative Pay. This Letter of Agreement between the City of the Long Beach Police Officers Association ("POA") sets forth the parameters for continued eligibility for Detective/Administrative Pay.

The parties agree to the following effective October 1, 2019:

1. The parties will meet to identify, specify, and narrow the application of the classifications which are eligible for Detective/Administrative pay between October 1, 2019 and September 30, 2020. Implementation of changes will require mutual agreement between the City and POA.

2. Effective October 1, 2019, the parties agree to eliminate Detective/Administrative Pay in accordance with Attachment A on an attrition basis as described below:

    a. Current incumbents in positions designated under Attachment A, Column 1 will continue to receive Detective/Administrative Pay until they vacate the position.

    b. When the position becomes vacant due to the incumbent transfer, promotion, retirement, resignation, or other reason, except a qualified temporary leave, the Detective/Administrative Pay will no longer be assigned to this position and no subsequent employee who fills this position shall receive this pay.

3. Effective October 1, 2019, the parties agree that Detective/Administrative Pay shall be paid to the positions designated on Attachment A, Column 2 unless the parties mutually agree to eliminate Detective/Administrative Pay under Section 1 above.

4. The parties agree that the October 16, 2006 Chief of Police Memorandum shall be void and null and no longer apply to designate the application of Detective/Administrative pay.

DETECTIVE/ADMINISTRATIVE PAY

(Attachment A)

		COLUMN 1 Until 9/30/19			COLUMN 2 As of 10/1/19		
Bureau	**Position**	**LT**	**SGT**	**OFF**	**LT**	**SGT**	**OFF**
Chief of Police	Internal Affairs	X	X	X	X	X	X
Chief of Police	Administrative Staff	X	X	X			
Chief of Police	POA President	X	X	X			
Patrol	Accident Investigations	X	X	X		X	X
Patrol	FTO Staff		X	X		X	X
Patrol	Administrative Staff	X	X	X			
Patrol	Event Planning			X			
Patrol	Special Events		X	X		X	X
Patrol	Divisional Admin Officers			X			
Patrol	SWAT Tactical Sergeant		X				
Patrol	SWAT Armorer			X			
Detective	Detective Positions	X	X	X	X	X	X
Detective	Administrative Staff	X	X	X			
Support	Academy – Staff	X	X	X		X	X
Support	Academy – Basic Academy Staff		X	X		X	X
Support	Academy – AOTC Staff		X	X		X	X
Support	Academy – Range Staff		X	X		X	X
Support	Contract – Long Beach City College Detail	X	X	X			
Support	Contract – Metro Transportation Detail	X	X				
Support	Contract – Transit Enforcement Detail		X	X			
Support	Administrative Staff	X	X	X			
Support	Court Affairs Sergeant		X				
Support	Jail Administrative Sergeant		X				
Administrative	Public Information Officer – Community Engagement Officer		X	X			
Administrative	Information Technology	X	X	X			X
Administrative	Explorer Scout Coordinator			X			
X denotes the position receives this pay							

Note: All bargaining unit members listed in column 1 who are receiving Detective/Administrative Pay on September 30, 2019, will be "grandfathered" into the pay and continue to receive the pay for the duration of time they remain in that position. Once the member vacates that position through attrition (retirement, promotion, termination, transfer, etc), the entitlement of Detective/Administration pay for the newly assigned person into the position will be subject to column 2.

APPENDIX "C"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

DETECTIVE ROTATIONAL PROGRAM

The parties agree to meet and confer within the first year of the term of this contract regarding the feasibility of implementing a pilot Detective Rotational Program. Implementation of the pilot Detective Rotational Program will be contingent upon mutual agreement by both parties.

APPENDIX "D"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

VACATION ACCRUAL MAXIMUM

Subject to approval by City Council, and agreement with all other bargaining units 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 or upon implementation of the City's LB Coast HR system (whichever comes first). The City will implement a maximum vacation accrual based on years of service completed as follows:

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

**Standard vacation accrual accruals only (not platoon schedule)*

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.

APPENDIX "E"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

IN LIEU HOLIDAY ACCRUAL MAXIMUM

Effective calendar year 2021 or upon implementation of the City's LBCOAST HR system (whichever comes first), subject to approval by City Council and agreement with all other bargaining units, 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 13 eight-hour in lieu holidays (104 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two hundred and eight (208) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing until the next pay period in which accrual balance is below two hundred and eight (208) 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 employees on a four-ten (4/10) schedule will receive 13 ten-hour in lieu holidays (130 hours total) on the first pay period of January of each year. The in-lieu holiday accrual is capped at two-hundred and sixty (260) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing until the next pay period in which accrual balance is below two-hundred and sixty (260) 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	5.4	**280.0**

*Effective the first pay period of calendar year 2021

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

APPENDIX "F"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

PAID PARENTAL LEAVE

Subject to approval by City Council, the City of Long Beach proposes to implement the following paid parental leave policy effective the first full pay period of calendar year 2021 or upon implementation of the City's LB Coast HR system (whichever comes last):

The proposed policy institutes a new program offered by the City which provides 30 consecutive calendar days (160 hours) of Parental Leave at 100 percent 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 work 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 credits.

Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to 30 consecutive days (160 hours) 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

- 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 without regard to the marital status or sexual orientation of the parenting individual; OR
- Employees who have adopted a child or been placed with a foster child (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 hours) of Paid Parental Leave at 100 percent of the employees regularly scheduled weekly adjusted-pay.

- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved 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.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- In no case will an employee receive more than 30 calendar days (160 hours) 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.
- The scheduling of the leave may be modified to meet the operational needs of the department on an exception basis by approval of the Human Resources Department Director.
- 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 employees 30 days of Paid Parental Leave.

Requests for Paid Parental Leave

- The employee must provide his or her 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 practicable.
- 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 has the exclusive right to interpret this policy.

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.

APPENDIX "G"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

PROBATIONARY TRAINING

During the term of this MOU, the parties agree to include and incorporate the following change into the department manual. Technical language changes to the verbiage below must be agreed upon by both parties prior to implementation into the department manual.

Starting with Academy Class 93 and following classes, probationary employees in field training will be subject to the following:

- **Phase 1 Training:** An entry level officer must successfully complete the requirements of a Basic Police Academy as set forth by the California Commission on POST. Typically, Phase 1 is completed upon graduation from a certified basic police academy.
- **Phase 2 Training:** Probationary officers must successfully complete a minimum of five months of Phase 2 training with a qualified Field Training Officer (FTO) followed by one month of role reversal training with a qualified FTO. Phase 2 training period may be extended as necessary.
- **Phase 3 Training:** Upon successful completion of Phase 2 training, probationary employees must complete a minimum of four months of Phase 3 training with a qualified FTO. Phase 3 trainees shall not be moved to Phase 4 or counted towards patrol minimum staffing numbers until they have successfully completed these four months.
- **Phase 4 Training:** Phase 4 is intended to be the final two months of probationary training but will not occur before the successful completion of Phase 3 training. Phase 4 trainees will be required to work with a partner. Non-probationary officers who would normally be entitled to solo patrol premium and are assigned to work with a Phase 4 trainee will be entitled to FTO pay for every hour worked with the Phase 4 trainee.

Probationary officers while still in training shall not be allowed to sign up for special event or contract service overtime assignments. Probationary officers shall not be subject to inverse overtime.

Training of probationary officers in positions outside of normal Patrol calls-for-service requires mutual agreement between the department and the POA.

Lateral transfer officers shall have their probationary period determined by the Chief of Police.

APPENDIX "H"

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

ADDRESSING POLICE ACADEMY RECRUIT CLASSES

The parties agree to acknowledge the City's past practice of allowing POA representatives to make a presentation during the Police Recruit class. The City intends to issue a letter to the POA to this effect as follows:

As the department and POA have discussed, the current practice allows the POA to speak in the last week of the academy, based on the Chief of Police or designee approval. The department would like to acknowledge the past practice of allotting two (2) consecutive hours during the last week of the academy curriculum for the POA to make a presentation to the Recruit class(es).

In the event there is an unforeseen or unavoidable academy schedule change, preventing the POA from having their two-hour presentation, every effort will be made to reschedule the POA presentation as soon as practicable. In so doing, we look forward to continuing the relationship between the Academy and the POA.

APPENDIX "I"

MILITARY LEAVE BENEFITS

City of Long Beach
Working Together to Serve

Memorandum

Date: December 23, 2002

To: Employees Subject to Military Service In 2003

From: Kevin Boylan, Acting Director - Human Resources

Subject: **Employees Called to Military Duty -- Revised for 2003**

This memo concerns employees who may be called to military duty during 2003. The City Council recently approved a resolution extending, through December 31, 2003, the supplemental benefits for full-time employees involuntarily called into active military service in support of the war on terrorism. We want to make you aware of these City benefits, as well as other benefits to which you may be entitled under state and federal law. This memo revises and supercedes all previous memos on military leave benefits.

GENERAL PROCEDURES

It is important that you provide written notice to your supervisor as far in advance as possible of any anticipated call to military service. In some cases, this may be before you have even received your written orders. When you receive orders calling you to military service, you must submit a copy to your supervisor who shall forward them to your department's Payroll/Personnel Office. You should also designate someone to act on your behalf for matters relating to your military leave benefits. This person should be made aware of the City benefits for which you are eligible while on military leave, and of the procedures required to receive these benefits.

STATE & FEDERAL MANDATED BENEFITS

If you are called to military duty, you may be entitled to benefits as provided under applicable state and federal laws: the state Military and Veteran's Code (MVC) Sections 389 et seq. and the federal Uniformed Services Employment & Reemployment Rights Act (USERRA) 38 U.S.C. Sections 4301 et seq. Since the following is intended to be a summary, the state and federal laws may have additional benefits and conditions that apply. In all cases, the state and federal laws shall be controlling.

Wages

State law provides that when you are absent on active military duty or temporary military leave (including active duty for training, encampment, naval cruises, special exercises or similar activities) and have at least one year of City service or combined City and/or military service, you will receive your regular salary for the first 30 calendar days for any one military leave of absence or during any one fiscal year (i.e., July 1st to June 30th). There is an exception, however, for National Guard members called to active duty. They are entitled to the first-30 days of pay

regardless of length of City service. Note that there is no exception for National Guard members on temporary military leave.

Accruals

State law provides that when you are absent on temporary military leave (i.e., active duty for training, encampment, naval cruises, special exercises or similar activities) and have at least one year of City service or combined City and/or military service, you will continue to accrue the same vacation, sick leave and holiday privileges for up to a maximum period of 180 days that the you would have received had you not been on leave. Employees absent on active military duty are not entitled to sick leave or vacation accrual under MVC Section 395.1(b).

Federal law provides that when you are absent for military duty you will continue to accrue the same Civil Service seniority and credit for retirement benefits that you would have received had you not been on leave.

Reemployment Rights

State and federal law provides that you are entitled to reinstatement or reemployment with the City in the same or similar position held prior to being called to military duty.

SUPPLEMENTAL CITY BENEFITS

In addition to the benefits indicated above, if you are a full-time officer or employee of the City who has been or is involuntarily called to active military duty with the Armed Forces of the United States on or after September 11, 2001, in support of the war on terrorism, you are also entitled to the following additional benefits through December 31, 2003.

Wages

You will receive an additional supplemental wage benefit equal to the difference between your gross pay and allowances from the military and your gross wages from the City.

To receive this supplemental wage benefit you or your designee must submit each military paycheck stub to Central Payroll (6th floor, City Hall) along with a mailing address. When a military check stub is submitted, a paycheck for the difference will be generated either as part of the City's regular pay cycle or upon your return. If you utilize direct deposit for your paycheck, the supplemental wage check will also deposited in your bank account. Your direct deposit paycheck stubs will be mailed to you.

Health/Dental/Life Insurance

You will continue to be eligible for your health, dental, and life insurance benefits. To maintain this coverage, however, you must continue to pay your normal employee contribution each month. If your military check stub is submitted in a

timely manner, the deductions may be taken directly from your supplemental wage benefit. As an alternative, you or your designee may send in a personal check for the employee portion each month. You must make these payments for your insurance to be continued.

QUESTIONS & PROCEDURES

If you have any additional questions regarding these benefits, feel free to contact your department's Payroll/Personnel Office.

CC: Employee Personnel File
Department Administrative Officers
Department Payroll/Personnel Assistants
Human Resources - Personnel Analysts
Human Resources - Benefits and Employee Services
Central Payroll

Attachment

WS:KB:PH

APPENDIX "J "

LETTER OF AGREEMENT
BETWEEN THE CITY OF LONG BEACH AND
THE LONG BEACH POLICE OFFICERS ASSOCIATION

EMPLOYEE PARKING

During the term of this MOU, if the new Police Department parking structure is completed, the parties agree to meet and confer over changes to employee parking.