

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 W. Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

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RESOLUTION NO. RES-23-0149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SUCH MEMORANDUM

WHEREAS, on the date of adoption of this resolution, the City Council has considered a Memorandum of Understanding (“MOU”) with the International Brotherhood of Electrical Workers (“IBEW”); and

WHEREAS, it is the desire of the City Council to approve such MOU and to provide for its implementation;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows:

Section 1. That the MOU between the City of Long Beach and the IBEW, attached hereto and incorporated herein as Exhibit “A”, is hereby approved.

Section 2. The City Manager is also authorized and directed to cause the preparation of amendments to the Long Beach Salary Resolution, if necessary, and to such other documents as may be necessary, to conform such resolution and documents to the provisions of the Memorandum of Understanding and this resolution, and to further cause such conforming amendments to be brought before the City Council and such Boards and Commissions as may be required by law to act upon them, and the City Attorney is requested to cooperate fully with the City Manager in order to cause the required documents to be prepared as required by law and brought before the appropriate bodies.

Section 3. The City Manager is also authorized to correct any clerical errors or make necessary technical corrections with City Attorney concurrence subsequent

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1 to City Council approval.

2 Section 4. This resolution shall take effect immediately upon its adoption  
3 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

4 I hereby certify that the foregoing resolution was adopted by the City Council  
5 of the City of Long Beach at its meeting of October 10, 2023, by the  
6 following vote:

7  
8 Ayes: Councilmembers: Zendejas, Duggan, Supernaw, Kerr,  
9 Saro, Uranga, Austin, Ricks-Oddie,  
10 Allen.

11  
12 Noes: Councilmembers: None.

13  
14 Absent: Councilmembers: None.

15  
16 Recusal(s): Councilmembers: None.

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19   
20 City Clerk

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EXHIBIT "A"

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**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF LONG BEACH**

**AND**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS 47 (IBEW)**



**OCTOBER 1, 2023 TO SEPTEMBER 30, 2026**

**Approved by City Council on October 10, 2023**

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**ARTICLE ONE**  
**MEMORANDUM OF UNDERSTANDING**

**Section I – Parties to Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Long Beach, a Municipal Corporation (“City”), and the International Brotherhood of Electrical Workers 47 (IBEW) (“Union”) pursuant to Government Code Sections 3500 et seq.

**Section II – Recognition**

The City hereby recognizes the Union as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

**Section III – 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 misunderstandings 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 IV – Nondiscrimination**

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Union or to have the Union represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing themselves individually or appearing on their own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.
  
- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV-B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through procedures established by the Department of Human Resources or Civil Service and shall be entitled to pursue California or federal statutory rights.

## **Section V – Employee Organizational Rights and Responsibilities**

### **A. Dues and Benefit Deductions Program**

1. During the term of this MOU, upon receipt of a Payroll Deduction Request form, the City shall deduct Union dues and supplemental benefit deductions from the pay of employees represented by the Union. The form for this purpose shall be provided by the City and the amounts to be deducted for Union dues and benefit program premiums shall be sent to the City by the designated Union official. For such purposes, the City shall charge the Union for each employee five and one-half cents (\$.055) per deduction for Union dues and five and one-half cents (\$.055) per deduction for all other deductions. The dues are based on 26 pay periods per year. The supplemental insurance premium deductions shall be based on 24 pay periods per year. The City will accept and modify any deductions regarding dues/fees and insurance premiums upon electronic request from the Union on the form approved by the City by 4:00pm PST on the Wednesday before the end of each pay period.
2. A bi-weekly listing (electronic report) of dues and all other deductions shall be sent to the Union.
3. The City shall have no obligation to modify the manner in which it currently makes deductions on behalf of the Union.

### **B. Maintenance of Dues Payroll Deduction**

1. Employees who are members of the Union may cancel payroll deductions by resigning their membership only in the month of June each year. The Union shall assume responsibility of notifying current and future members of this requirement.
2. The parties agree that IBEW may re-open the agreement upon request to discuss maintenance of membership provisions following a final decision on the merits of court of competent jurisdiction, inclusive of appeals, if any.

### **C. Indemnification**

IBEW hereby agrees to indemnify and hold the City, its officers and employees, harmless from any loss, damages, claims, demands, suits, or any other causes of action arising from the operation of this provision of the Agreement.

### **D. Union Employee Representative**

A current list of the Union's representatives (Officers, Shop Stewards, and Site Representatives) and the bureau(s)/department(s) and/or bargaining unit which they represent, shall be presented to the Director of Human Resources ("Director") or designee. Any changes to this list shall be submitted to the Director within ten (10) working days following such changes.

E. Notification of Job Classification Changes or Creation of New Job Classifications

The City shall notify the Union and provide a copy of any proposed changes in the duty statement for existing classifications represented by the Union as far in advance as possible but not less than ten (10) working days prior to consideration by the Civil Service Commission. The parties shall meet and confer in accordance with provisions of the Government Code regarding the impact of the proposed changes in the duty statements and attempt to reach agreement prior to consideration by the Civil Service Commission. In the event agreement is not reached, either party may address the Civil Service Commission on the matter. Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

F. Notification of Changes in Work Rules

Whenever written departmental work rules, regulations, or policies are established, or changes made in existing department work rules affecting conditions of employment, the City shall provide the Union reasonable notice as far in advance as possible but not less than ten (10) working days prior to placing the new rules, or changes in such existing rules, into effect and where requested, meet and confer in good faith. These notices of changes are not intended to impede the normal day-to-day operation, but are intended to improve communication between the Union, the City, and the employees.

G. Representational Time-Off

1. Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Union employee representatives (Officers, Shop Stewards, and Site Representatives), and/or employees, as needed, reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.
2. Each fiscal year, the Union shall receive a bank of 900 release hours (550 for Skilled and General Trades Unit and 350 for Skilled and General Supervisory Unit) to be used for general Union business. Unused time shall not be carried over to future fiscal years. The Union shall provide the Human Resources Director with a monthly accounting of how this time is being used listing name, department, date, and work hours used, rounded off to 12-minute increments. Employees using Union time must give notice and receive prior approval. Approval will not be unreasonably withheld except for operational demands. Sufficient advance notice is required if the request for time off exceeds one workday.

## H. Reimbursement of Release Hours

1. During the term of this agreement, in addition to the 900 hours allotted to the Union from the City, the bargaining unit shall reimburse the City for additional release hours requested up to a maximum of 1100 release hours each fiscal year.
2. The Union shall reimburse the City for the full cost of wages and roll-up costs related to wages (i.e. pension, benefits, FICA, Medicare, etc.) for any release hours used over 900 (550 for Skilled and General Trades Unit and 350 for Skilled and General Supervisory Unit) hours total, each fiscal year, up to a maximum of 1100 hours.
3. The Union will submit payment within thirty (30) business days from the invoice date.
4. The Union may request time off for Union employee representatives (Officers, Shop Stewards, and Site Representatives) for up to a maximum of thirty (30) calendar days, provided that reasonable notice is provided and the request will not interfere with operational demands.

## I. Union Employee Representative – Union Leave of Absence

The Union will be permitted release time for one (1) Union Employee Representative on a union leave of absence upon request, during the term of the MOU for a period of up to one (1) year, unless otherwise mutually agreed upon in writing. Hours for Union Employee Representative shall be reported and compensated as paid leave time (OL-Other Leave). The following are the conditions with respect to the union leave of absence:

1. Compensation shall be equal to full regular pay and benefits excluding any overtime that the Union Employee Representative would earn while on a regular paid leave of absence. The employee shall not receive any specialty assignment pays or skill pays while on union leave.
2. Compensation shall include retirement fund contributions required of the public employer as an employer. The Union Employee Representative shall earn full-service credit during the leave of absence and shall pay their member contributions to CalPERS.
3. The City shall not be responsible for any overtime compensation owed to the IBEW/Union Employee Representative accruing from Union Activities.
4. The leave of absence, with full pay and benefits, shall be reported and compensated pursuant to California Government Code 3558.8.

5. The employee will be paid on an 80-hour per pay period basis in accordance with the City's payroll schedule.
6. The employee shall continue to accrue accruals at the normal rate while in a paid leave status and shall observe all City holidays. The employee is subject to the City's vacation and personal holiday/in lieu holiday accrual maximum provisions and accruals shall not be cashed out.
7. While on leave of absence, the Union Employee Representative shall not conduct non-union business.
8. While on release time, the Union Employee Representative shall not be on City time and accordingly the City shall not incur any liability, including but not limited to Workers' Compensation and tort liability, arising out of the employee's performance of Union business.
9. The Union shall indemnify and hold harmless the City of Long Beach, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the City of Long Beach, and shall defend, indemnify and hold harmless the City of Long Beach, its officers and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not limited to Workers' Compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of the Union Employee Representative.
10. The /Union shall reimburse the City for the full cost of wages and roll-up costs related to wages (i.e., pension, benefits, FICA, Medicare, etc.) for the leave of absence of the Union Employee Union Employee Representative.
11. The Union will submit payment on a monthly basis within thirty (30) business days from the invoice date to Central Payroll.
12. The Union has no obligation to use the leave of absence under this section for an employee and may terminate that release at any time, for any reason in writing within ten (10) business days. The employee will be reinstated effective the first day of the next full pay period.
13. The provisions of this section shall sunset upon expiration of this MOU, unless extended by mutual agreement.
14. At the conclusion or termination of the leave of absence, the Union Employee

Representative shall have a right of reinstatement to the same position and work location held prior to the leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification. The reinstatement shall be effective the first day of the pay period following the notification of conclusion or termination of the leave of absence.

## J. Bulletin Boards

A reasonable number of bulletin boards will be provided upon which the Union may post notices of official Union business which may include recreational and social affairs, notices of meetings, benefit programs, trips, elections, appointments, and results of elections, excerpts from the Salary Resolution and Personnel Ordinance, bulletins of employee rights, notices of City Council and Civil Service Commission actions, notices of employer/employee- relations updates, and reports of grievance and arbitration matters, provided that any notice must be on official Union-identified paper and a copy sent to the Director. Each item to be posted shall have a remove-by-date, except for those items designated by the Union for permanent posting. No department shall arbitrarily remove said posting without consent of the Union (except for dated material). In any event, no posting shall contain any material defamatory or derogatory about any City employee or elected official and no campaign information shall be posted except for the internal Union elections. City management shall have the right, upon notice to the Union, to immediately remove such information from circulation or posting. The posting of any other classes of notices at City workstations or premises is prohibited without the prior permission of the City Manager or the Director. At the time of distribution the Union shall provide a copy of the information to the Human Resources Director or designee.

## K. Work Access and Distribution of Notices

### 1. Definitions

- a. "Working or work locations" are those areas where actual work duties are performed.
- b. "Non-working or non-work locations" are those areas where most employees are free to use the area for non-work activities.
- c. "Working time" or "working hours" refer to periods when employees are performing actual job duties which do not include employees' own time such as before shift starts, break periods, lunch or at after completion of shift.

### 2. Union Access to Work Locations During Working Hours:

- a. Authorized Union representatives, (Union International Representatives, Business Representatives, Union Officers, Union Staff Representative(s) and

Site Representatives), pursuant to Article One Section V-D, shall be given access to work locations during working hours to conduct Union grievances, to conduct investigations in connection with Union grievances, and to observe working conditions in connection with Union grievances, so long as it is not unreasonably disruptive of normal working operations.

- b. The Union representative(s) desiring access to a work location during working hours shall state the purpose of their visit and request authorization of the department head or designee(s) a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.
  - c. Reasonable notice shall be defined as twenty-four (24) hours in advance whenever possible. However, it is not unreasonable to give less notice when the situation merits immediate access.
  - d. If the request is denied, an alternative to the requested time will be provided. Management may deny access if it feels it will unreasonably interfere with work.
  - e. The Union agrees that its representatives will not purposely interfere with the operations of departments or any facility thereof or attempt to access work areas or facilities that were not authorized. The Union representative must advise management when they have arrived on site.
3. The Union shall give to all Department Heads with employees in this unit, and to the Director, a written list of all authorized representatives, which shall be kept current by the Union. Access to work locations will only be granted to representatives on the list. The City shall give the Union the contact information of the Department Head or designee for purposes of notification.

In addition, authorized Union representatives may have access to conference rooms and/or City facilities during non-working hours, subject to availability, with seventy-two (72) hours advance notice and the approval of the Department Head or designee and the Director of Human Resources or designee for purposes of conducting union business meetings. Exceptions to the seventy-two (72) hour requirement may be granted by the Director of Human Resources or designee.

The Union agrees that, except as specifically provided by the Employer-Employee Relations Resolution or provisions of this MOU, employees shall not be permitted to engage in Union activity during time in which they are being compensated by the City.

4. The distribution of any written or printed notices, cards, pamphlets, or literature of any kind at City workstations or premises is prohibited without the prior permission of the City Manager or the Director. City management shall have the right, upon notice to the Union, to immediately remove from circulation or posting, information which Union representatives know to be or have reason to believe is false or defamatory. Any written information to be distributed to employees must be furnished to management.



L. Investigations

An employee required to attend an investigatory interview with the employee's supervisor(s) is entitled to Union representation where the employee has a reasonable basis to believe that they may be disciplined as a result from the meeting. The employee must request Union representation. The right to Union representation does not apply to an investigatory meeting concerning another employee's conduct where the employee questioned at the meeting is a witness to the incident or has possible knowledge of the incident. The right to Union representation does not apply in coaching and mentoring sessions, where the employee is given work performance direction, assistance or guidance from their supervisors. For non-investigatory meetings, the City shall comply with all applicable laws, including the Meyers-Milias-Brown Act, Government Code section 3500 et seq.

**Section VI –New Employee Orientation and Employee Information**

A. Purpose

Pursuant to Government Code Sections 3555-3559 the City shall allow the Union access to New Employee Orientations (hereinafter, NEOs) and for certain employee information provided to the Union by the City.

B. Application

This Agreement shall apply to all the bargaining units for which Union is the recognized employee organization. New employees include newly-hired employees whose positions are permanent, temporary, full-time, part-time, seasonal or as-needed and regardless of whether the newly hired employee was previously employed by the City.

C. Notice and Access

1. Written Notice: The City shall provide the Union written notice of, and access to, NEOs as set forth in this agreement. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. However, the City reserves the right to make any changes to any scheduled dates, times, locations and arrangements provided to the Union for any NEOs. The City will notify the union of any changes.
2. Single Point of Contact: The Union agrees to provide the City a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for the Citywide NEOs sponsored by the Human Resources Department (hereinafter, Citywide NEO Coordinator) and a separate single point of contact for each Department sponsored NEO (hereinafter, Department NEO Coordinator) which will be updated by the Union and the City on an as-needed basis.
3. Citywide NEOs: The Union conveyed interests to be notified of Citywide NEOs. New

employees will be scheduled by their respective Department NEO Coordinator to attend a Citywide NEO, sponsored by the Department of Human Resources. The Citywide NEOs will be scheduled every month and any Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The Citywide NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the schedule that includes the specific dates, times and location for the Citywide NEOs no less than ten (10) business days prior to the first scheduled Citywide NEO, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator within five (5) days for the City to make any reasonable arrangements requested by the Union to attend the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability.

4. Department NEOs: New employees will be scheduled to attend their Department NEO by their respective Department NEO Coordinator. Each Department NEO Coordinator shall provide written notice by email to the Union NEO Coordinator no less than ten (10) business days prior to their respective Departmental NEOs, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Any Department NEO may be canceled and/or rescheduled at the discretion of the respective Department NEO Coordinator.
5. Union Access and Presentation at Department NEOs: At the request of the Union, the Union shall be allowed twenty (20) minutes to meet with their represented employees who are present at the Department NEO. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit.
6. The new employees attending the NEO, including meeting with the Union, shall be paid on City time if attending during their regularly scheduled work shift. Employees will not be paid overtime for attending the NEO.
7. The Union's access to new employees will occur after the City's presentation unless an alternate time is mutually agreed upon between the Union and Department NEO Coordinator. At all NEOs, the Union shall limit its presentation to a general introduction to its organization, history, by-laws, benefits of membership and to answer questions from the new employees.
8. The Union shall be entitled to distribute informational packets and to sign up members during its twenty (20) minute presentation. At all NEOs, the Union shall not engage in campaigning on behalf of an individual running for public elected office and ballot measures or other topics that would be considered beyond general discussion of the benefits of Union membership.
9. The Union NEO Coordinator shall request the release of any Union representative

and/or Union officer who is scheduled to work and is needed by the Union to meet with new employees at a scheduled Department NEO under the terms and conditions specified in the MOU for general Union business. The release is subject to approval and will not be unreasonably withheld with the exception of an impact to a Department's operation demands. The requested release will only be approved for the employee's regularly scheduled work hours.

10. The employee shall be paid one (1) scheduled hour at the base hourly rate to include travel time (if applicable) during regularly scheduled work hours. Employees will not be paid to attend the NEO on their off day off or outside of their regularly scheduled work hours. Employees will not be paid overtime to attend the NEO.
11. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of the scheduled Department NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other union's presentations.
12. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union, other unions, or any other individuals.
13. Audio/Visual Equipment: The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Department NEO and the Citywide NEO.

#### D. Employee Data Information

1. City Reports to Union: The City shall provide the Union with the information subject to the limitations contained in California Government Code Section 3558, on newly-hired employees to the extent it is made available to the City as follows:
  - a. New Hire Reports: The name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire.
  - b. Demographic Reports: The name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address for all employees in the bargaining unit at least every 120 days.
  - c. Additional Information: In addition to the above-described information, the City will provide the Union supplemental data regarding gender, age, years of service, salary and membership dues of its members which will be included in the recurring demographic reports.

E. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any represented employee over the application of this Agreement.

**Section VII – City Obligations and Responsibilities**

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City pursuant to Government Code Section 3500 et seq. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.
11. Contracting, Outsourcing or In-Sourcing

The City agrees to comply with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et. seq., before it contracts out work or transfers out work to non-bargaining unit employees where the work is regularly performed by bargaining unit employees. The City also agrees to comply with the provisions of Section 1806 of the Long Beach City Charter.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended to, diminish the rights of the Union.

The Union reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

**Section VIII – Amendments to Personnel Policies and Procedures and Department Rules and Regulations**

It is understood and agreed that there exists within the City, in written form, Personnel Policies and Procedures and Departmental Rules and Regulations. Except as specifically modified by this MOU, these rules, regulations, and Policies and Procedures, 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 Personnel Policies and Procedures or Departmental Rules and Regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall meet with the Union regarding the changes in accordance with Government Code Sections 3500 *et seq.* Per Government Code section 3505, meet and confer in good faith means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Union as required by law. Employee wages and fringe benefits will not be reduced unless agreed to by the Union.

Each Department shall post on its bulletin board information on the links to the Civil Service and Human Resources Departments of the City where current information on the employee-employer relationship can be obtained through the Internet.

Upon written or electronic request of the Union, any such information not found on, or linked to, the Internet, shall be provided to the Union either electronically or posted on the Internet within 10 business days of the request. Any request for an extension to respond shall not be unreasonably denied.

If an employees regularly assigned essential job duties are significantly impacted by the introduction of new technology, the impacted employee shall receive appropriate training on the new equipment or new technology.

If technological change results in a reduction in force of employees covered by this Agreement, the City will make reasonable efforts to provide retraining and/or alternate job placement within the City for all affected incumbent employees.

## **Section IX – Peaceful Performance of City Services**

For the life of the Agreement, the Union, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities. The City may take whatever action is deemed appropriate provided it does not violate any employee's rights under applicable statutes.

In the event of any concerted effort, the President or authorized representative of the Union shall, within twenty-four (24) hours, publicly disavow such conduct and request the employees to return to work and attempt to bring about prompt resumption of normal operations. The Union shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with these provisions. This Section shall not be interpreted to limit an employee's statutory or constitutional rights.

**ARTICLE TWO**  
**SALARIES AND COMPENSATION**

**Section I – Classifications – Pay Rates – Salary Increases**

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for their services, together with any other form of compensation provided for in this MOU, the salaries computed as set forth and summarized in Appendix B attached.

B. General Salary Increase

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section 1A. above on the effective dates indicated:

1. Effective the pay period including October 1, 2023, or the first full pay period following City Council adoption, whichever comes later, all bargaining unit members shall receive a three percent (3%) General Increase to the base hourly rate.
2. Effective the pay period including October 1, 2024, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.
3. Effective the pay period including October 1, 2025, all bargaining unit members shall receive a one percent (1.0%) General Increase to the base hourly rate.

C. Equity Adjustments

1. Effective the pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a one percent (1.0%) equity adjustment in addition to the General Wage Increase:

Assistant Traffic Signal Technician I - II	Mechanical Supervisor
Automatic Sprinkler Control Technician	Messenger/Mail Clerk II
Building Maintenance Engineer	Office Services Supervisor
Carpenter	Painter I - II
Cement Finisher I - II	Park Maintenance Supervisor
Commercial Diver I - II	Parking Meter Technician I - II
Electrical and Instrumentation Supervisor	Petroleum Operations Coordinator
Electrical and Instrumentation Technician I	Power Equipment Repair Mechanic I - III
Garage Service Attendant I - II	Street Landscaping Supervisor I – II
Garage Supervisor I – II	Supervisor – Commercial Diving
Garage Supervisor I – II - Harbor	Supervising Custodian

Gardener I - II	Supervisor – Facilities Maintenance
Gas Field Service Representative I-NC	Supervisor – Waste Operations
Locksmith	Traffic Signal Coordinator
Maintenance Assistant I - III	Traffic Signal Technician I - II
Maintenance Assistant I - III - NC	

- Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a three percent (3%) equity adjustment in addition to the General Wage Increase:

Painter Supervisor	Plumber Supervisor
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- Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a seven percent (7%) equity adjustment in addition to the General Wage Increase:

Building Services Supervisor	Garage Service Attendant III
Water Treatment Supervisor I - II	Water Utility Supervisor I - II

- Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive an eight percent (8.0%) equity adjustment in addition to the General Wage Increase:

Equipment Mechanic I	Telemetering Instrument Technician I - II
Equipment Operator I - III	Traffic Painter I - II
General Maintenance Assistant	Tree Trimmer I - II
Motor Sweeper Operator	Vector Control Specialist I - II
Plumber	Water Utility Mechanic I - III
Senior Equipment Operator	Welder

- Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a ten percent (10%) equity adjustment in addition to the General Wage Increase:

Construction Supervisor	General Maintenance Supervisor I
Gas Maintenance Supervisor I - II	Water Support Services Supervisor

- Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a twelve percent (12.0%) equity adjustment in addition to the General Wage Increase:



Gas Field Technician I - III

Gas Pipeline Welder/Layout Fitter

7. Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a fourteen percent (14.0%) equity adjustment in addition to the General Wage Increase:

Water Treatment Operator I-IV

8. Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a fifteen percent (15.0%) equity adjustment in addition to the General Wage Increase:

Electrician

Harbor Maintenance Supervisor

Electrical Supervisor

Helicopter Mechanic

Equipment Mechanic II

Office Services Assistant I - III

Gas Distribution Supervisor I - II

Street Maintenance Supervisor I - II

Harbor Maintenance Mechanic I - II

9. Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a seventeen percent (17%) equity adjustment in addition to the General Wage Increase:

Gas Construction Worker I - III

10. Effective pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the following classifications shall receive a twenty percent (20%) equity adjustment in addition to the General Wage Increase:

Fleet Services Supervisor I - II

General Maintenance Supervisor II

Gas Field Service Representative I - III

Maintenance Planner I – II

11. The provisions of Article Two, Section I and Section II shall not be subject to Article Seven, Grievance Procedures, of the MOU.

12. The parties agree to re-open the MOU, at the City's option if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds. "Fiscal Hardship" is defined in the City of Long Beach Municipal Code Section 3.94.030C. The parties agree that any changes to the MOU will be based on mutual agreement.

**Section II - Supervisory Differential Program**

Effective the pay period including October 14, 2023, or the second full pay period following City Council adoption, whichever comes later, the City will make one-time equity adjustments to salary schedules as indicated in section 1.C for the specific supervisor classifications in order to ensure that step 7 of their salary schedule is approximately 25% higher than step 4 for the classifications they supervise upon the effective date of implementation. These changes to the salary schedule cannot be changed during the terms of the contract regardless of changes to the supervision and are only applicable during the term of this contract.

**Section III Performance Increases**

A. Performance Increases

All salary step increases will become effective on the first day of the pay period in which the employee’s anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized. Step increases will be based on performance as set forth below:

1. Step Advancement

Subject to satisfactory performance, an employee will receive step increases based on the following schedule:

Step 1 to Step 2	Step 2 to Step 3	Step 3 to Step 4	Step 4 to Step 5	Step 5 to Step 6	Step 6 to Step 7
6-months equivalent paid hours	6-months equivalent paid hours	6-months equivalent paid hours	1-year equivalent paid hours	1-year equivalent paid hours	1-year equivalent paid hours

2. Performance System

As set forth in A.1. above, an employee will advance to the next step of the salary schedule if they receive an overall Meets Job Requirements rating on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The rating will be based on the most recently completed Employee Performance Appraisal form. Employee appraisals are not arbitrary or capricious. All parties desire consistency in the appraisal process throughout the City. Performance that may result in ratings below “meets job requirements” should be discussed with the employee as needed throughout the rating period and should also be shared with the employee in a timely manner.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, they shall be advanced to the next successive step. They will receive

their next step increase in accordance with the provisions of item A.1 above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, they will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

### 3. Appeal Process

If an employee does not receive a step increase because of their performance rating, they may appeal the rating as follows:

- A. A complaint shall be presented in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs or refuses to sign the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to the employee in writing within ten (10) working days from the date of the complaint was received.
- B. If the employee is dissatisfied with the results of the supervisor's written response, they may appeal the matter to the Department Head or designee, ten (10) working days from the written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.
- C. If the employee is dissatisfied with the response from the Department Head or designee, the employee may appeal by written request to the Director of Human Resources within ten (10) working days from the date of decision by the Department Head.
- D. If the matter is submitted to the Director of Human Resources or designee, within twenty (20) working days after the receipt of the written request from the employee, they shall review and may conduct investigations and hearings on the matter. Employees called as witnesses will be released from duty as needed.
- E. The findings of the Director of Human Resources shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- F. Should the Director of Human Resources not meet the established deadlines as indicated in subsections "d" and "e" above, then the City shall

be untimely in the processing of the appeal, and the employee will advance to the next step retroactive to the date the step increase was scheduled.

- G. In all the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.
- H. The timelines set forth in this provision may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

#### **Section IV – Overtime and Compensatory Time Off (CTO)**

##### A. Increments of Time Reporting

Overtime shall be earned, credited and paid or taken off (compensatory time off) in increments of six (6) minutes. No overtime credit shall be allowed for a period of less than six (6) minutes.

##### B. MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this section by crediting sick leave, personal or in lieu holiday leave, etc. as hours worked. Hours charged to vacation leave shall be excluded and not be considered when determining premium pay under the provisions of this MOU. MOU overtime (in excess of 40 hours per week, excluding vacation) will be paid at the regular hourly rate or compensation accrued at one and one-half times.

##### C. Federal Labor Standards Act (FLSA) Overtime

The City agrees that it shall provide overtime compensation to all employees covered by this Agreement as required by the FLSA. Only hours worked shall be credited towards computation of FLSA overtime. At the end of the 40-hour work period, if any FLSA overtime is payable, the difference between MOU overtime and FLSA overtime will be paid.

##### D. Compensatory Time Off

1. Employees working overtime will be eligible to accrue Compensatory Time Off (CTO) in lieu of receiving overtime compensation for each hour of overtime worked. CTO is earned at one and a half (1.5) hours for each hour worked. CTO time-off may be accrued up to a maximum of ninety (90) expanded hours.
2. Banked overtime credits shall not exceed ninety (90.0) expanded hours for any employee at any one time.

(60 straight time hours x 1 ½ = 90)

3. Employees will be paid for all accrued CTO with the final pay period of each calendar year and in the pay period of a general salary increase (GI), at the rate immediately preceding the GI. Should an employee promote to a classification with a higher base hourly rate of pay, all accrued CTO will be paid as compensation to the employee on the pay period of their promotion, at the rate immediately preceding the promotion.
4. An employee wishing to use accrued CTO shall provide the City with reasonable notice of such request. "Reasonable notice" is defined as at least two weeks' notice. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO with less than two weeks' notice may still be granted at the discretion of the supervisor or manager responsible for considering the request.
  - i. Management retains the sole discretion in granting the request to accrue CTO or to pay it as overtime worked.

E. During the term of this Agreement, the City will be reviewing its overtime policies, ordinances and resolutions. During such time, the parties agree to meet and confer over changes to City overtime policies, overtime ordinances and overtime resolutions as required by the Meyers Milius Brown Act. The Union retains the right to negotiate any changes to the fullest extent permitted by the law.

### **Section V – Skill Pay**

All employees in the classification listed in Appendix C who meet the requirements for receipt of skill pay, shall receive additional compensation at the designated rates on a per diem, hourly rate or one-time payment (bonus) basis, as indicated herein, in the amount of additional compensation set forth in the column opposite the described skill. The additional compensation prescribed herein shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis. If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional compensation prescribed herein shall be paid at a per diem rate and said per diem skill pay shall be paid only for each workday that said employee actually performs said occupational skill, and such employee is not entitled to receive and shall not be paid per diem skill pay for any day that said employee does not work or is absent from work on a permitted absence. The per diem rate shall be the hourly rate times the number of regular hours an employee works in a day, or the negotiated per diem rate. For purposes of this Section, any employee in a non-career position shall receive skill pay in the same manner as prescribed for a comparable employee in the classified career service and need not be specifically designated in the following table(s) unless there is no comparable classified position.

### **Section VI – Night Shift Differential**

Night shift differential is currently compensated at one dollar and twenty-five cents (\$1.25) per hour. Effective the pay period that includes November 4, 2023, or the first day of the first

full pay period following City Council adoption, whichever comes later, night shift differential shall increase from one dollar and twenty-five cents (\$1.25) per hour to two dollars (\$2.00) per hour.

Night shift differential shall be paid to any permanent full-time employee whose regular schedule requires the employee to work between the hours of 6:00 p.m. and 6:00 a.m. provided that either:

- A. The employee works 1/2 (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or
- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a “split shift.” Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or
- C. Employees who work a twelve-hour shift that begins or ends at midnight shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

### **Section VII – Higher Classification Pay**

Higher classification pay is currently compensated at one dollar and sixty cents (\$1.60) per hour for each employee who is required to perform the full range of duties in a vacant higher classification or grade level position, up to and including division manager. Effective the pay period that includes November 4, 2023, or the first day of the first full pay period following City Council adoption, whichever comes later, higher classification pay shall increase from one dollar and sixty cents (\$1.60) per hour to two dollars (\$2.00) per hour, providing the following conditions are met:

- A. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily, because of absence or reassignment of the regular employee, or vacant due to resignation, termination, or other such action.
- B. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
- C. The employee receiving higher classification pay will be required to record the title of the vacant higher classification or grade, and in the case of a temporary vacancy, the name of the employee who holds the higher classification position, and the reason for the temporary higher classification assignment. This documentation of the higher classification assignment information on the employee’s timecard is required for auditing purposes.

- D. The temporary appointment to the higher classification must be approved by the Department Head or his or her designee, in writing.
- E. After 960 hours of receiving higher classification pay, the department/division shall make every effort to rotate the higher classification pay assignment to another qualified employee.

### **Section VIII – Mileage Reimbursement**

Mileage reimbursement shall be administered in accordance with the applicable City Administrative Regulation.

### **Section IX – Standby Pay**

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities which might impair their ability to perform assigned duties. Employees not obligated to remain on standby have no obligation to meet these requirements. Employees accepting standby assignments not able to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignments.
- D. Standby duty is currently compensated at two dollars (\$2.00) per hour for each full hour of standby duty. Effective the pay period that includes November 4, 2023, or the first day of the first full pay period following City Council adoption, whichever comes later, standby duty shall increase from two dollars (\$2.00) per hour to two dollars and fifty cents (\$2.50) per hour.

### **Section X – Call Back**

- A. An employee shall be eligible for call-back pay when all of the following conditions are met:
  - 1. The employee is unexpectedly ordered to return to work because of unanticipated work requirements and does, in fact, return to work.
  - 2. The order to return to work is given following termination of the employee's normal shift and their departure from their work location.

- B. Compensation for call-backs during each twenty-four (24) hour period shall be the greater of:
  - 1. Three (3) hours at the rate of time and one-half (1½); or
  - 2. Each hour or fraction thereof worked from the time of the call-back to the time the employee leaves home to the time employee returns home at the rate of time and one-half (1½).
- C. Any employee who accepts such a call-out between the hours of 10:00 p.m. and 6:00 a.m. that is subsequently cancelled before the employee leaves home shall receive 30 minutes of pay at the employee's regular rate of pay.
- D. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to act to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive fifteen (15) minutes' minimum at time and one-half (1½) the employee's regular rate of pay or actual time engaged, whichever is greater. This provision will only apply for work done that is specifically related to the call back request, and not for general work duties that can be done during normal working hours.

**Section XI – Holdover Pay (Special Provisions for the Long Beach Utilities Department)**

Effective the pay period that includes November 4, 2023, or the first day of the first full pay period following City Council adoption, whichever comes later, if an employee is required to continue working beyond the end of their regularly scheduled shift for a new assignment within one (1) hour prior to the end of their scheduled shift, they would be entitled to a minimum of two (2) hours of overtime for any time worked beyond the end of their scheduled shift.

**Section XII – Bilingual Pay**

The City agrees that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications.

Employees are eligible to receive bilingual skill pay if both of the following conditions are met:

- A. The employee has certified oral and/or written bilingual capacity in English and an additional eligible language. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language or other languages designated by the City Manager, or other appointing authority; and
- B. The employee is assigned to a position that has been determined by a Department Head to benefit from bilingual ability, and to have frequent or significant interactions with the public for the majority of the employee's regular, daily course of duty. Bilingual skill pay will be provided for employees who have skills in American Sign Language when their interaction with the public is in person, face- to-face.



Employees who meet all the criteria shall be paid an additional seventy cents (\$0.70) per hour. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay.

Bilingual pay shall also 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 or other appointing authority and the Department Head on an as-needed basis. When an employee is not regularly assigned to use bilingual skills and uses on an as-needed basis the employee shall be compensated at a per diem rate. The per diem rate shall be the hourly rate of the bilingual pay, seventy cents (\$0.70), times the number of hours an employee works in a day. The per diem shall only be paid for each workday the employee actually uses their bilingual skills to interact with the public.

### **Section XIII – Paycheck Corrections**

#### **A. Underpayments**

1. If an underpayment of 10% of base biweekly pay (8 hours) occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of biweekly pay. Otherwise, the correction shall be made in the next regularly issued pay cycle.
2. Departments shall process such requested corrections to Central Payroll within three (3) working days of discovery.
3. Central Payroll will issue a corrected or supplemental paycheck within three (3) working days after receiving the approved request from the department.
4. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck corrections for purposes of this Article.

#### **B. Overpayments**

1. Employees will be notified prior to the recovery of overpayments requiring a repayment schedule.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by Financial Management. Such recovery shall not exceed 15% per biweekly paycheck of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.
2. Recovery of less than 15% of net pay will be processed in the pay period that the correction is made.

**Section XIV – Uniform Allowance**

Positions or classifications required to wear a uniform will be provided a Uniform Allowance as indicated in the chart below. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).

Uniform Allowance Group	Bi-weekly rate	Fiscal Year rate	Classifications/positions
UA 1	\$5.88	\$152.88	ASSISTANT TRAFFIC SIGNAL TECHNICIAN I – II BODY & FENDER MECHANIC – PAINTER I BUILDING MAINTENANCE ENGINEER BUILDING SERVICES SUPERVISOR CARPENTER CARPENTER – NC CEMENT FINISHER I – II ELECTRICAL SUPERVISOR ELECTRICIAN ELECTRICIAN – NC EQUIPMENT MECHANIC I – II EQUIPMENT MECHANIC I – II – NC EQUIPMENT OPERATOR I – III EQUIPMENT OPERATOR I – III – NC FLEET SERVICES SUPERVISOR I – II GARAGE SERVICE ATTENDANT I - III GARAGE SERVICE ATTENDANT I-NC GARAGE SUPERVISOR I - II GARAGE SUPERVISOR II - HARBOR GARDENER I - II GARDENER I-NC GAS CONSTRUCTION WORKER I - III GAS DISTRIBUTION SUPERVISOR I GAS FIELD SERVICE REPRESENTATIVE I - III GAS MAINTENANCE SUPERVISOR I GAS PIPELINE WELDER/LAYOUT FITTER GENERAL MAINTENANCE SUPERVISOR I - II GENERAL MAINTENANCE ASSISTANT GENERAL MAINTENANCE ASSISTANT-NC HARBOR MAINTENANCE MECHANIC I - II HARBOR MAINTENANCE MECHANIC I - II-NC HARBOR MAINTENANCE SUPERVISOR HELICOPTER MECHANIC LOCKSMITH MACHINIST MAINTENANCE AIDE I - II MAINTENANCE AIDE I - II-NC MAINTENANCE ASSISTANT I - III MAINTENANCE ASSISTANT I - III-NC MECHANICAL SUPERVISOR MESSENGER/MAIL CLERK II

			MESSENGER/MAIL CLERK I-NC MOTOR SWEEPER OPERATOR MOTOR SWEEPER OPERATOR-NC OFFICE SERVICES ASSISTANT I - III OFFSET PRESS OPERATOR I - II PAINTER I - II PAINTER I-NC PAINTER SUPERVISOR PARK MAINTENANCE SUPERVISOR PLASTERER PLUMBER PLUMBER SUPERVISOR PLUMBER-NC POWER EQUIPMENT REPAIR MECHANIC II SENIOR EQUIPMENT OPERATOR STREET LANDSCAPING SUPERVISOR I - II STREET MAINTENANCE SUPERVISOR I - II SUPERVISING CUSTODIAN SUPERVISOR-FACILITIES MAINTENANCE SUPERVISOR-SPECIAL SERVICES TELEMETERING INSTRUMENT TECHNICIAN I - II TRAFFIC PAINTER I - II TRAFFIC SIGNAL COORDINATOR TRAFFIC SIGNAL TECHNICIAN I - II TREE TRIMMER I - II UTILITY PLUMBER MECHANIC I VECTOR CONTROL SPECIALIST I - II WATER SUPPORT SERVICES SUPERVISOR WATER TREATMENT OPERATOR I - IV WATER UTILITY MECHANIC I - III WATER UTILITY MECHANIC I-NC WATER UTILITY SUPERVISOR I - II WATER UTILITY WORKER I-NC
UA 4	\$8.65	\$224.90	PARKING METER TECHNICIAN I – II PARKING METER TECHNICIAN I - NC

**ARTICLE THREE**  
**PAID TIME OFF BENEFITS**

**Section I – Vacation Accrual Maximum**

Permanent full-time employees will earn vacation in accordance with the chart below:

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

**\*Temporary Vacation Maximum – 1/1/2021 – 1/7/2027**

- A. The City has a three (3) year - vacation accrual maximum based on years of service completed. As a result of COVID – 19, the City will temporarily add an additional year to total a four (4) year vacation maximum cap. The temporary cap shall be effective January 1, 2021 and shall expire January 7, 2027. The vacation cap will revert to three (3) year maximum effective January 8, 2027. See the above chart for illustrative purposes.
- B. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.
- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- D. Employees will not be allowed to have negative vacation hours.
- E. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.
- F. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

G. **Time above accrual maximum on January 8, 2027:** Employees over the three (3) year accrual maximum on January 8, 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum. For example, an employee with 5 years of service and 400 vacation accruals on 1/8/27, will not be eligible to accrue vacation until they are below the maximum of 360.4 vacation accruals.

**Section II – Personal Holiday Accrual Maximum**

A maximum personal holiday accrual for eligible permanent full-time and permanent part-time employees applies as follows:

<b>Personal Holiday Hours</b>	<b>Hours Advanced</b>	<b>Hours Accrued Per Pay Period</b>	<b>Accrual Maximum</b>
Regular / Holiday Schedule	32	1.24	64.0

- A. All permanent full-time employees on a regular holiday schedule will receive four (4), eight-hour (8) personal holidays, which will be advanced on the first accrual period of each calendar year (32.0 total hours). The personal holiday accrual is capped at sixty-four (64) hours. Although hours are advanced, employees are responsible for accruing said hours which will be at a rate of 1.24 hours per full pay period of paid time.
- B. Employees hired after the first accrual period of the year will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced four (4) personal holidays (32 hours) in accordance with the language above.
- C. Should an employee be at or near the accrual maximum on the first pay period of January (when hours are advanced), the employee will only receive hours up to the maximum. No additional personal holiday hours will be granted until January of the following year.
- D. Permanent part-time employees shall accrue personal holiday leave at the rate of .924 hours for every 80 hours (approximately .012 per hour) of paid time.
- E. Use of personal holiday time is subject to supervisor and/or department head approval.
- F. Employees who leave the City having taken personal holiday leave prior to accruing it will have their separation pay debited proportionately.
- G. Cash payment for any properly authorized and/or accumulated unused personal holiday time off shall be made only upon an employee’s separation of employment with the City.
- H. When an employee is on a leave of absence pending the approval of an application for ordinary or service-connected disability retirement which has been filed by the employee or by the City on behalf of the employee. The amount of such compensation to be paid shall be computed by multiplying the employee’s adjusted hourly rate of compensation for the

position held by said employee by the number of accrued and unused personal holiday hours to which the employee is entitled. In the event the application for ordinary or service-connected disability retirement is disapproved, the employee shall not be entitled to any holiday or unused portion thereof, for which a lump sum payment has been received.

**Section III – In-Lieu Holiday Accrual Maximum**

A maximum in lieu holiday accrual for eligible permanent full-time and permanent part-time employees applies as follows:

- A. All employees on an in-lieu holiday schedule will be advanced 15 eight-hour in lieu holidays (120 hours total) on the first accrual period of January of each year. The advanced in-lieu holiday hours will be accrued at the rate of 4.62 hours per full pay period of paid time. The in-lieu holiday accrual is capped at two hundred and forty ( 240) hours. Should an employee be at the accrual maximum, no additional in lieu hours will be granted until January of the following year if the accrual balance is below two hundred and forty (240) hours.

Employees hired after the first accrual period of the year will be credited with 4.62 in lieu holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced in lieu holiday hours in accordance with the language above.

In Lieu Holiday Hours	In Lieu Hours Advanced (Start of Year)	Hours Accrued Per Pay Period	In Lieu Holiday Maximum Accrual
Regular / Other Schedule	120.0	4.62	240.0

- B. The advanced in-lieu holiday hours may be used upon receipt; however, the hours will need to be accrued each pay period throughout the year. Employees who leave the city having taken in-lieu holiday leave prior to accruing it, will have their separation pay debited proportionately. Conversely, employees having accrued in-lieu holiday hours that are unused upon separation shall have their final pay credited proportionately.
- C. Use of in lieu holiday leave is subject to supervisor and/or department head approval.
- D. Employees on an in-lieu holiday accrual schedule do not qualify for personal holiday accruals.

**Section IV – Sick Leave**

- A. Sick Leave

It is agreed that permanent full-time employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six (96) hours) of sick leave per year.

Accrual for sick leave credit will be prorated for employees who work less than full-time in a permanent part-time position. Employees who are ineligible to earn sick leave (i.e. non-career employees), will be credited one (1) hour of sick leave for every thirty (30) hours worked after ninety (90) days of employment, up to a maximum accrual of forty-eight (48) hours. A maximum amount of twenty-four (24) hours can be used by the employee for the diagnosis, care or treatment of a health condition, or for an employee who is the victim of domestic violence, sexual assault or stalking. Up to twelve (12) hours of the twenty- hour (24)-hour maximum can be used to cover absences taken to care for family illness.

Accrual Type	Hours Accrued per pay period	Annual Accrual
Sick Leave	3.70	96.2

**B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness**

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, they shall be entitled to use any accrued sick leave for absence from duty for personal doctor or dental appointments or to attend to their ill or injured child (of any age), parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, siblings, or a designated person, in accordance with the California Family Rights Act (CFRA).

**C. Sick Leave Usage**

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

**D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee**

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The 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.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child turns 26 years old.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents. 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.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

**Section V – Bereavement Leave**

- A. All employees who have been employed for at least 30 days before the leave commences, may take five (5) days of unpaid bereavement leave in the case of death, or of critical illness where death appears imminent of such employee's immediate family member.
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting bereavement leave due to death or critical illness of an immediate family member, may be required by the department's Administrative Officer to provide documentation of the death or critical illness of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.
- D. Bereavement leave must be taken within (3) months of immediate family member death, and the leave does not have to be taken consecutively.
- E. Permanent Full-Time and Permanent Part-Time employees shall be eligible for three (3) paid Bereavement Leave days per eligible family member death, with a maximum of three (3) paid occurrences in a calendar year.



Effective January 1, 2024, Permanent Full-Time and Permanent Part-Time employees shall be eligible for up to five (5) paid Bereavement Leave days per eligible family member death or critical illness (where death appears imminent), for up to fifteen (15) paid days maximum per calendar year, with no limit of unpaid occurrences per calendar year.

1. Permanent Full-Time and Permanent Part-Time Employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal or In-Lieu Holiday, Executive Leave, etc.
  2. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).
- F. Seasonal and Temporary Non-Career Employees shall be eligible for up to five (5) days of (unpaid) Bereavement Leave per eligible family member and may use available Sick Leave accruals or take unpaid leave if accruals are exhausted or unavailable.
1. Employees with insufficient Sick Leave accruals can take unpaid Authorized Leave (AL).
- G. Any paid or unpaid absence related to bereavement leave (including absences for critical illness where death appears imminent) should be coded on timecards using tracking code, BA.

## **Section VI – Holidays**

- A. The following eleven days shall be observed as holidays (15 total including personal holiday leave).
1. New Year's Day – January 1
  2. Martin Luther King Jr. Day – 3<sup>rd</sup> Monday in January
  3. Washington's Birthday – 3<sup>rd</sup> Monday in February
  4. Memorial Day – Last Monday in May
  5. Juneteenth – June 19
  6. Independence Day – July 4
  7. Labor Day – First Monday in September
  8. Election Day – First Tuesday following November 1<sup>st</sup>
  9. Thanksgiving – Fourth Thursday in November
  10. Day after Thanksgiving
  11. Christmas Day – December 25
  12. Personal Holiday Leave – (4 days/ 32.0 hours)
- B. Also included is 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. In no instance will employees receive more than 15 holidays per calendar year unless authorized or approved by the President, Governor or City Council, as indicated above. The Union will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of 15 holidays. This provision shall also apply to the credit applicable to personal holidays.

- C. Holidays are paid based on eight (8) hour workdays on the day the holiday is observed regardless of the number of regular work hours on that day.
- D. Employees that start employment after the first of the calendar year will receive holidays prospectively for the remainder of the year.
- E. Employees on alternate work schedules may be required to apply eligible leave accruals, such as Vacation or Personal Leave for each holiday that falls on a workday totaling more than eight (8) hours.
- F. Alternatively, supervisors may give their employees the option of working the additional time during the workweek when the holiday is observed, not the pay period, in lieu of using leave accruals.
- G. If any of the foregoing holidays fall on an employee's regularly scheduled day off (E.g., weekend or RDO), the employee may take an alternate day off, for the holiday, within the same work week. The employee's regular day off shall not change and should remain as the regular day off as usual on the timesheet. The employee will code and observe the holiday (OH) on a different day within the same workweek on the timesheet.

### **Section VII – Jury Duty**

Employees receiving a jury summons will be provided paid release time up to eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least two (2) hours prior to the completion of the shift, must report back to work. Jury service is subject to the provisions of the City's Personnel Policies and Procedures.

### **Section VIII – Paid Parental Leave**

The City provides Parental Leave at 100% of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

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

### Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to one hundred sixty (160) hours taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

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

### Eligibility

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

### Amount, Time Frame and Duration

- Employees will be eligible for up to one hundred sixty hours (160.0 hours) of Paid Parental Leave at employees adjusted hourly rate of pay.
- Paid Parental Leave will be taken as one hundred sixty (160) hours intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The one hundred sixty (160) hours of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed one hundred sixty (160) hours within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest of increment equivalent to a one-day shift according to their regular work schedule (i.e., no partial days shall be taken under any circumstance).

- In no case will an employee receive more than one hundred sixty (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.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

#### Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's one hundred sixty (160) hours of Paid Parental Leave.

#### Requests for Paid Parental Leave

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

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

**ARTICLE FOUR**  
**BENEFITS**

**Section I – Health, Dental and Life Insurance**

I. Permanent Full-Time Employees

A. 1. The City shall contribute by way of obligation for health, dental and life insurance benefits the maximum amounts for tiered enrollment (single, two-party and family coverage) based on City Council approval of the annual benefits package, for employees in permanent full-time positions (or permanent part-time positions).

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 1<sup>st</sup>, 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. Employees with single or two-party plan health coverage shall pay thirty percent (30%) of the increase or an additional twenty-five dollars (\$25), whichever is less, over the rates in effect in the prior year for the plan options selected.

2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or thirty dollars (\$30), whichever is less, over the rates then in effect in the prior year for the plan options selected.

3. If the employee's portion is in excess of their cap (\$25 for single or two-party coverage or \$30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted, or the increase equals the cap, whichever is less.

4. The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

5. These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the actual cost and the employee contributions outlined above. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

## II. Permanent Part-Time Employees

- A. Permanent part-time employees are eligible to enroll in health coverage and flexible spending plan(s) only.
- B. In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance) shall be paid \$2.529 for each hour worked (equivalent to \$440 for every 174.0 hours worked), effective January 1<sup>st</sup>, 2024, unless the employee chooses to enroll in one of the City's health plans.
- C. No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

### **Section II – Benefits Eligibility Date**

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

### **Section III – City Health Insurance Advisory Committee (HIAC)**

- A. The Union 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 plans.
- B. 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.
- C. The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans during the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 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 Union of his recommendations in writing at least seven (7) calendar days before they submit them to the City Council for approval.

#### **Section IV– Voluntary Life Insurance Option**

In addition to the life insurance currently provided to all full-time City employees, the City will provide employees covered by this MOU the ability to purchase increased term life insurance coverage at their own expense based on conditions established by the City's group life insurance carrier.

#### **Section V – On-the-Job Death Benefit**

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

- A. For the surviving spouse until their marriage, death, or Medicare eligibility, whatever occurs first.
- B. For the surviving children until age twenty-six (26).

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

#### **Section VI – Long-Term (LTD) and Short-Term (STD) Disability Insurance**

##### A. Short-Term Disability

The City shall provide a Short-Term Disability (STD) Plan to employees in the unit that provides disability payments to employees. The plan includes the following provisions under Class 3 as identified in the plan document:

1. Seven (7) calendar day elimination period. Disability payments begin on the 8th day.
2. Payments shall not exceed 50% of the employee's salary up to \$1,000 per week.
3. Maximum duration is twenty-six weeks (180 days or 6 months) of STD payments.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. Disability payments are not provided for workers' compensation injuries when Total Temporary Disability (TTD) or 4850 workers' compensation benefits are being paid.
6. Requires employees to exhaust Sick Leave accruals first.

##### B. Long-Term Disability

The City shall provide a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to as follows:

1. Disability payments will commence on the 181st day of the illness or injury.
2. Payments shall not exceed a total of 50% of the employee's salary or a maximum of \$4,000 per month (whichever is less) and will be coordinated in accordance with provisions as provided under the LTD plan.
3. The maximum benefit period for an individual under class 3 provisions is eighteen (18) months.
4. The premium will be paid by the City. The benefit is taxable to the employee.
5. In addition to the basic LTD plan provided by the City, the employee may elect to enroll in a supplemental LTD plan at the employee's cost, which provides supplemental LTD payments equal to 66.67% of the employee's salary up to a maximum of \$12,000 per month, will be coordinated in accordance with provisions as provided under the LTD plan.
6. Requires employees to exhaust Sick Leave accruals first.

The City will secure the STD & LTD provider via a contractual agreement. Should the City be unable to secure renewal of these plans, the plan benefits may change.



**ARTICLE FIVE**  
**RETIREMENT AND WORKERS' COMPENSATION**

**Section I – Retirement**

A. Continuation of Retirement Benefits

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 2.7 percent at 55 pension benefits to employees hired prior to September 30, 2006, or 2.5 percent at 55 pension benefits to employees hired after September 30, 2006 but prior to January 1, 2013 (also applicable to employees hired on or after January 1, 2013, as a Classic CalPERS member), in accordance with the Public Employee's Retirement System contract in effect for each of these tiers on the effective date of this Agreement.

B. Public Employees' Pension Reform Act (PEPRA)

Employees hired on or after January 1, 2013, who are new members to CalPERS shall receive the new miscellaneous retirement formula of 2 percent at 62 pension benefits in accordance with California Government Code section 7522 (PEPRA).

**Section II – Workers' Compensation**

A. Any bargaining unit employee, including an employee of the Harbor Department and Long Beach Utilities Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than fourteen (14) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.

4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness. Sick leave, banked overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary

total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than ninety (90) calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime, night shift differential, or higher classification pay.

**ARTICLE SIX**  
**OTHER BENEFITS AND EMPLOYMENT CONDITIONS**

**Section I – Hours of Work**

- A. Work Period – Bargaining unit members work a seven-day FLSA workweek (168 recurring hours), except where otherwise indicated. Hours worked shall be accounted for in increments of six (6) minutes.
  
- B. Meal Period - Unless otherwise determined by the department, each workday of five hours or more shall include a meal period of not less than thirty (30) minutes to be taken approximately mid-point during the workday, as practicable. The meal period may be scheduled by the department. The meal period shall not be considered hours of work except at work sites or out in the field where the employee is authorized to continue to work during the meal period.

**Section II – Work Schedules**

A. Work Schedules

1. Standard Work Schedule

The standard (5/40) work schedule shall be defined as working five (5) eight (8) hour days each week. The standard schedule is eight (8) hour days, Monday through Friday, totaling a forty (40) hour work week. A shorter lunch hour can be approved by the Department Head or designee if it is determined to be operationally advantageous. Employees working a standard (5/40) shall have a FLSA work week designated as beginning at 12:01 a.m. on Saturday through 12:00 a.m. on the following Saturday.

2. Alternate Work Schedules

a. 4/10 Work Schedule

The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week totaling a forty (40) hour work week. The assigned 4/10 work schedule must follow the requirements of FLSA and other applicable laws. Employees working a 4/10 shall have a FLSA workweek designated as beginning at 12:01 AM on Saturday and ending at 12:00 AM the following Saturday. A shorter lunch hour can be approved by the Department Head or designee, if it is determined to be operationally advantageous. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

b. 9/80 Work Schedule

The City offers the 9/80 alternate Work Schedule in order to provide a valuable

employee benefit, support the City's Employee Commute Trip Reduction Program, and improve City operations by providing work schedule flexibility and enhancing employee morale. The guidelines for 9/80 schedules will be as follows:

- Employees working a 9/80 work schedule, shall have a FLSA work week, designated as beginning exactly four (4) hours into their eight (8)-hour shift on the day of the week which constitutes their alternate day off.
- Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.
- A 9/80 consists of a total of eight (8), nine (9)-hour days, one (1) eight (8)-hour day, four (4) days off, and one (1) additional day off, in a two-week period. Therefore, the employee is working 80 hours over nine (9) days. The additional day off is called the employees Regular Day Off (RDO).
- Each department has the right to establish rules for administering the 9/80 work schedule and the right to return any employee to the regular 8 hour per day schedule.
- Participation in a 9/80 Work Schedule is a benefit, not a right and is voluntary for employees whose departments have decided to offer the 9/80 work schedule. Employees must meet their departments' conditions for being granted a 9/80 work schedule.
- Employees may only request to change their 9/80 work schedule once every six (6) months unless approved by the Department head or designee.
- Business Hour Department Schedules - Regular Day Off (RDO)

9/80 work schedules will be limited to four schedules available for non-24 hour facilities. They include:

- 1st Friday of the Pay Period as the Regular Day Off
- 2nd Friday of the Pay Period as the Regular Day Off
- 1st Monday of the Pay Period as the Regular Day Off
- 2nd Monday of the Pay Period as the Regular Day Off
- Only alternating Fridays or Mondays may be designated as a Regular Day Off. All Tuesdays, Wednesdays and Thursdays are 9-hour workdays. The other alternating Monday or Friday will be considered your eight (8) hour workday.
- Once the schedule has been designated, an employee's RDO or eight (8) hour workday cannot be changed, swapped, or traded unless approved with a request to change the 9/80 schedule as noted above.

- With Departmental approval, employees may flex time within the work week with the exception of their Regular Day Off or eight (8) hour workday.
- Hours for a 9/80 employee will be assigned by the department.
- The alternating eight (8)-hour day/regular day off must begin and end at the same time each work week.
- Work Schedules may be changed by the department to accommodate providing service to the community. A change in regular work hours requires a minimum of ten (10) days' notice.

#### C. 24-Hour or 7 Day Hour Facility Schedule

The 24-hour 9/80 option is reserved for 24-hour facilities whose employees may flex on any days other than Monday or Friday. The 9/80 day off must be taken in conjunction with two consecutive days off. For example, an employee whose regular workweek is Tuesday through Saturday would Flex every other Tuesday or Saturday. Sunday and Monday would be 'regular' days off from work.

**Note:** A 24-hour facility supervisor may assign an employee to a 'Business Hour Department Schedule' if the employee's regular workweek is Monday – Friday and their regular days off are Saturday and Sunday. Use of the 24-Hour Facility Schedule must first be approved by the Department of Human Resources Director.

#### D. Other Work Schedules

Other work schedule alternatives may be approved by the City Manager or the appropriate appointing authority if it is determined to be operationally advantageous and does not exceed forty (40) hours of scheduled work in the defined FLSA work week. Other approved work schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency or increase overall City costs as determined by the City Manager or the appropriate appointing authority.

#### E. Work Schedule Approvals

Alternative Work Schedules (work schedules other than the traditional 5/40 work schedule) must be approved by the City Manager or the appropriate appointing authority. The City may change an employee's designated work schedule (i.e., 9/80, 5/80, 4/10 or other schedule) with seven (7) calendar days' notice.

#### F. Alternate Work Schedules and Premium Pay

Back-up assignments associated with an alternate work schedule are not justification for higher classification pay unless otherwise specified in this agreement or other personnel policy. An alternative work schedule should not increase requirements for over-time pay.

### **Section III - Rest Periods**

The City shall authorize and permit all employees to take rest periods, which insofar are practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof. Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a workday, which insofar as practicable shall be in the middle of each work period. Rest periods may not be combined with meal periods; nor may they be moved to the beginning or end of the workday. Rest periods may be scheduled by the department and time taken shall be counted as time worked.

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

The minimum free from duty period between shifts for Union represented employees shall be no less than eight (8) hours, except where a longer rest period is mandated by law. Employees on standby, call back or on voluntary overtime are excluded from the minimum free from duty period. These requirements will be waived during an emergency as determined by the City Manager, Department Head, (e.g. Chief Executive, Chief of Police, Department Director, Executive Director, Fire Chief, General Manager) or their designee.

### **Section IV – Free from Duty Rest Period (Special Provision for the Long Beach Utilities Department)**

Rest between a significant period of work and start of next regular scheduled work shift, by replacing regularly scheduled straight time hours with paid rest time. Effective the pay period that includes November 4, 2023, or the first day of the first full pay period following City Council adoption, whichever comes later, employees are eligible for free from duty (paid) rest time as follows:

- A. If the employee has worked an extension of their workday and the extension has been completed with less than eight (8) hours between the completion of the extension and start of the employee's next regularly scheduled shift.
- B. If the employee has worked scheduled overtime on a day off and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift.
- C. Free from duty paid rest time is not applicable between the conclusion of call back duty and the next regularly scheduled shift unless the employee has worked more than four (4) cumulative hours of call back between regularly scheduled shifts.

## **Section V – Clean Up Time**

Employees shall be afforded fifteen minutes of personal clean-up time prior to the conclusion of their regular work shifts and shall suffer no interruption of pay during the authorized clean-up time. In no event, however, shall this practice result in the payment of overtime.

## **Section VI – Employee Parking**

- A. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, the City shall provide up to five spaces for IBEW members. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
- B. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the Air Quality Management District (AQMD). In said event, the City shall meet and confer with the Union regarding the impact of any required changes.

## **Section VII – Personnel Files**

An employee or the employee's Union representative (Union Officers or Shop Stewards) with written consent of the employee, shall be entitled to review all of the employee's existing personnel folders upon request.

The employee shall, in advance, be advised of, entitled to read and challenge, all statements written by the employee's supervisor, division head, bureau head, or department head, of the employee's work performance or conduct if such statement is to be placed in the employee's file. An employee may submit a written rebuttal, which contest the written statements made about the employee. The written rebuttal shall be placed in the employee's personnel file. Rebuttals must be submitted within twenty (20) working days of the employee receipt of the written reprimand. Written reprimands are not subject to the Grievance Procedure.

At the employee's written request, written reprimands may be sealed if no further disciplinary action directly relating to the original written reprimand has been taken against the employee within three (3) years following the issuance of the memoranda. Disciplinary actions, including written reprimands, that involve violations of the City's harassment, discrimination, retaliation, violence or theft in the workplace policies shall not be sealed under any circumstances.

Any item that is sealed shall be removed from access from personnel except the Department Head or designee. If the employee believes this section is being misinterpreted or misapplied, or if there is material in the personnel file that should be removed or sealed, the employee may file a grievance pursuant to Article Seven. However, the grievance resolution shall be final and binding at the Department of Human Resources level unless there is some other alleged violation of the MOU within the grievance.

Written reprimands shall be served on an affected employee within a reasonable period of time and

not later than ninety (90) days after the manager discovers the incident(s) which supports the written reprimand. Any day the employee is off work due to sick, vacation, holiday, bereavement, or CTO leave shall be excluded from the ninety (90) day limit. Notwithstanding the foregoing, the City may extend the ninety (90) day period in cases requiring significant investigation. If an employee believes the reprimand was not served in a reasonable time, the employee can only appeal the timeliness of the service to the Director of Human Resources or designee. The decision of the Director of Human Resources or designee is final and not subject to arbitration.

### **Section VIII – Selection Criteria for Graded Positions**

It is understood that there exists distinguishing characteristics between graded levels within classifications. It is also recognized that selection criteria utilized for the selection of individuals to these graded levels may vary throughout the City. In order to promote equal opportunity for advancement, the City and the Union agree to work together in an attempt to correct any deficiencies in the selection process on an on-going basis, and to seek dissemination of notices of such vacancies, when appropriate.

### **Section IX – Transfer/Reassignment/Change of Shifts**

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Non-career and Seasonal employee(s) who are scheduled to work, and show up for their scheduled assignment, will receive a minimum of two (2) hours of pay if said employee(s) are denied from working scheduled hours for that day. The City has the right to have the employee stay and work for the minimum hours of compensation under this Article.

### **Section X – Accident Review**

Employees who are involved in accidents and are being questioned, where the results of the investigation may lead to discipline, are entitled to representation at each level of the accident review process. If the employee requests representation, a Union representative shall be permitted to attend.

### **Section XI – Labor Management Committee Meetings**

#### A. Purpose

In order to achieve and maintain a mutually beneficial relationship through continuing communications, the City and the Union do hereby establish a Joint Labor/Management Committee. The purpose of the Committee is to discuss, explore, study and resolve problems referred to it by the parties of this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied, and make recommendations for implementation.



In order to have an open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the MOU, nor to settle any grievance being processed under a different article of the MOU. When mutually agreed upon, the Committee's discussions will not be publicized.

## B. Committee Participants

Union: President of Union, or their designee and/or a maximum of seven (7) employee representatives of the Union.

City: Department Level Management (i.e., Administrative Officer) and/or a maximum of five (5) designated management representatives, who are not represented by the Union.

The Labor Relations Manager or designee shall attend these meetings upon request by either party.

Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desirable. The Union representative and designated management representatives may be rotated every twelve (12) months. Each party is permitted to have present an expert or experts (a reasonable number) in order to facilitate the resolution of problems.

## C. Conduct of Meetings

Meetings shall be held as needed, but not more frequently than once a month. Additionally, the meetings shall be no more than one (1) hour in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

A list of discussion topics shall be submitted to both parties forty-eight (48) hours prior to the meetings. Topics not disclosed in advance of the meeting shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The combined list of discussion topics shall be prepared by the Administrative Officer and shall include a brief description of each item to be discussed. Designation of the first topic discussed at each meeting will be alternated between the parties every month. Discussion of additional agenda topics will be alternated until the allotted time has been exhausted or there are no additional items to discuss.

## D. General Guidelines

1. It is not the intent of LMC Committees to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
2. No grievances being processed under another part of the MOU shall be discussed and no bargaining shall take place.

3. Topics that could lead to grievances may be discussed.
4. Alternative types of uniforms and equipment shall be addressed during these meetings.
5. Each topic shall be discussed fully, and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.
6. The parties, by mutual agreement, may make recommendations on issues that have been discussed.
7. Each party shall be responsible for maintaining their own records of these meetings.

**Section XII – Education Assistance**

Permanent full-time or permanent part-time 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 tuition reimbursement in accordance with 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

Education Assistance Program is subject to funding by the applicable appointing authority. Requests for Education Assistance will be considered in order of the date received and reimbursement will be made until the funds budgeted for Education Assistance are no longer available. The City will fund a proportional amount to IBEW.

**Section XIII – Training Program**

The City and the Union recognize the advantages of job-related training for City employees and agree to work together to identify increased funding that will aid in the technical and professional development of Union members. The City will work with the Union in identifying, applying for, and administering any such training assistance funding. This cooperation will extend to creating equitable opportunities for training and attendance at training. In all instances the application of this language will be subject to departmental staffing requirements.

## **Section XIV – Termination of Unclassified (including Non-Career) Employment**

When an unclassified, as-needed, temporary or seasonal, employee is terminated, the employee will be provided an opportunity to meet with a management employee, and a Union Representative upon the employee's request, to discuss the reason for the termination unless the termination is due to the end of an as-needed, temporary or seasonal assignment, a reduction in hours, or the elimination of the position.

## **Section XV – Boot Allowance**

Effective January 1, 2024, the boot allowance for IBEW represented classifications shall be increased from \$250.00 per year to up to \$350.00 per year for required footwear and shall include orthotics and footwear accessories provided the total shall not exceed a maximum of \$350.00 per year. If the required footwear becomes unserviceable before the one-year period expires, they shall be replaced at the department's discretion.

## **Section XVI – Vehicle, Equipment and Uniform Purchase**

Employee input regarding the selection, rental, or purchase of new vehicles, equipment, and/or uniform items, shall be sought from unit members. Management, however, reserves the right to make the final decision on the selection, rental, and purchase of new vehicles, equipment, and/or uniform items.

## **Section XVII – Motor Sweeper Operator – Inclement Weather**

No Motor Sweeper Operator shall be on a sweeper during inclement weather that would endanger themselves or city equipment. Inclement weather days shall be determined by the supervisor of the unit. If the Motor Sweeper Operator cannot perform their duty, they shall be given yard task at regular rate of pay.

## **Section XVIII – Motor Sweeper Operator – Vacation Split Option**

Motor Sweeper Operators in the Street Sweeping Division shall have the option of either taking all of their vacation at one time or splitting their vacation once during a calendar year.

## **Section XIX – City License for Electricians/Plumbers**

The City will either waive or reimburse employees in the above classifications if required to have a City business license to do their City job. However, no waiver or reimbursement will be made if the employee has a collateral employment request to do work in the City of Long Beach in the employee's profession.

## **Section XX – Career Development**

The City and Union representatives of the Department of Public Works will continue to work toward the implementation of a formal career development program through the Labor-Management meetings.

**ARTICLE SEVEN**  
**GRIEVANCE PROCEDURE**

**Section I – Definition**

- A. A grievance is a complaint by the Union or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Union.
  
- B. Matters excluded from consideration under the grievance procedure:
  - 1. Position classification and grade designations;
  - 2. Items otherwise expressly excluded under this MOU;
  - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission;
  - 4. The loss of skill pay, due to a change of assignment, work or duties.
  
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. However, any complaint within the definition of a grievance as set forth above (except Article One, Section IV-B) that specifically relates to this MOU, may be pursued under this Article.

**Section II – Grievance Presentation**

Employees shall have the right to present their own grievance or do so through their Union representative (Union Officers, Shop Stewards, and Site Representatives) or Union staff. Grievances may also be presented by a group of employees or by the Union. A Union Staff or Union Board Member may present the grievance on behalf of an employee. One Union Staff or One Union Board Member may also observe the grievance meeting(s).

**Section III – Grievance Forms**

Grievance forms can be obtained from the City or the Union. Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which:

- A. Identifies the aggrieved;
- B. Contains the specific nature of the grievance;

- C. Indicates the time or place of its occurrence, if known;
- D. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;
- E. Indicates the persons contacted at the informal stage; and
- F. States the corrective action desired.

#### **Section IV – Time Off for Processing Grievances**

- A. Informal – The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. Formal – The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure and arbitration at Steps I through V, without loss of pay for the time so spent.

#### **Section V – Cost of Witnesses at Grievance/Arbitration**

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance/arbitration, without loss of pay for the time so spent. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

#### **Section VI – Number of Witnesses at Arbitration**

Calling of witnesses by either party shall be done with reasonable amount of constraint. Approximately three or four witnesses may be called by each party. In the event that more witnesses are desired by either party, the arbitrator shall make the final decision as to the number of witnesses permitted by each party.

#### **Section VII – Extension of Time Limits**

Failure by management to reply to the employee's grievance within the time limits specified, automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Union staff, or Union representatives (Union Officers, Shop Stewards, and Site Representatives) and the designated management representative.

### **Section VIII – Informal Procedure**

Within ten (10) working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Union's presence may be requested by either party. Employees shall be encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

Within ten (10) working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Long Beach Utilities and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

### **Section IX – Formal Procedure**

The Union has the right to be present if invited by the grievant at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this MOU. However, no settlement that interprets the agreement shall be made without the Union's knowledge and input.

#### **Step One – First Level Division/Bureau Head**

- A. Within ten (10) working days of the occurrence or knowledge of the matter which causes the grievance, or within ten (10) working days of the supervisor's response (or lack of response) at the informal level, if this option was exercised, the Union, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Division/Bureau head.
- B. Within ten (10) working days, the Division/Bureau head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Union representative if one was present at the meeting.

#### **Step Two – Department Head/Designee**

- A. Within ten (10) working days of the response from the first level, the grievant, if dissatisfied, may submit to the Department Head a copy of the first step response and a copy of the grievance. A meeting shall be held by the Department Head. A Union representative shall be present if requested by grievant(s).

- B. Within ten (10) working days, the Department Head shall give his/her decision, in writing, to the grievant(s) and to the Union representative if one was present at the meeting.

For Long Beach Utilities and Harbor Departments only, substitute Administrative Officer or equivalent for Department Head/designee.

#### Step Three – Human Resources Department Head/Designee

- A. Within ten (10) working days of the response from the second level, the grievant, if dissatisfied, may submit, to the Director of Human Resources or designee a copy of the second step response and a copy of the grievance. A meeting shall be held by the Director of Human Resources or designee. A Union representative shall be present if requested by grievant(s).
- B. Within ten (10) working days, the Director of Human Resources or designee shall give his/her decision in writing, to the grievant(s) and to the Union representative if one was present at the meeting.

For Long Beach Utilities and Harbor Departments only, substitute Department Head for City Manager.

#### Step Four – City Manager

- A. Within ten (10) working days of the response from the third level, the grievant, if dissatisfied, may submit, to the City Manager or designee a copy of the third step response and a copy of the grievance. A meeting shall be held by the City Manager or designee. An representative shall be present if requested by grievant(s).
- B. Within ten (10) working days, the City Manager or designee shall give their decision in writing, to the grievant(s) and to the Union representative if one was present at the meeting.

For Long Beach Utilities and Harbor Departments only, substitute Department Head for City Manager.

If the City Manager (Long Beach Utilities or Harbor Department Head) does not satisfactorily dispose of the complaint, the Union or the employee may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Union representative to determine what issue(s) the Union or employee desires to submit to arbitration. If agreement is reached as to the specific issue(s), the so agreed issue shall be reduced to writing, and the submission agreement shall be submitted to arbitration. If the parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to them in writing by the City and the Union and shall have no authority to make a decision on any other issue(s) not so submitted.

## Step Five – Arbitration

If the matter is submitted to arbitration, the Arbitrator shall hold a hearing as soon as practicable, and the following shall apply:

1. 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 the panel from the American Arbitration Association, the parties shall meet within ten (10) working 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. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making a stenographic record shall be borne equally;
8. Seventy-five per cent (75%) of the Arbitrator's fee shall be paid by the party whose position was not supported by the Arbitrator's findings. The Arbitrator shall be empowered to allocate or apportion the fee if questions exist as to whose position was supported.
9. The Arbitrator shall have no authority to modify, amend, revise, add to, or subtract from any of the terms or conditions of this MOU
10. The Arbitrator shall be without power to make decisions contrary to or inconsistent with federal or California law, the City Charter, City Ordinances, and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this MOU.
11. Following the conclusion of the hearing, the decision of the Arbitrator rendered in accordance with the foregoing shall be final and binding upon the Union, the City and any employees involved in the grievance. Any dispute regarding the legal effect of the Arbitrator's decision may be pursued by either party in the manner legally available.



## **ARTICLE EIGHT** **SAFETY**

### **Section I – Safety Committee**

The Risk Manager and City Safety Officer will meet quarterly with one (1) Union representative and three (3) employee representatives on employee safety issues. An agenda for the meeting, including all items to be addressed, will be submitted by the Union in writing one month in advance of the meeting. Meetings will be scheduled at mutually agreeable times and locations.

### **Section II – Safety Training**

Employees will be provided safety training pursuant to statutory regulations appropriate to the requirements of the job. Requisite training will be identified by departments and the City Safety Officer.

### **Section III – Safety Protocol**

- A. Safety clothing and devices currently provided by the City shall continue to be provided, as long as the need exists; the Union will encourage all employees in the Unit to utilize said safety clothing and devices to the fullest extent possible.
- B. The City will make every reasonable effort to provide safe working conditions. The Union will encourage all employees in the unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to the employee's immediate supervisor. The supervisor must:
  - 1. Correct and eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
  - 2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability.
  - 3. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, the employee shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Officer about the problem.
- C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to affect a satisfactory solution of the problem within a reasonable time, the employee or the employee's representative may call the City Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

## **Section IV – Code of Excellence**

The Code of Excellence is a program designed to bring out the best in our members and demonstrate to our customers that IBEW members:

***Perform the highest quality and quantity of work  
Utilize their skills and abilities to the maximum  
Exercise safe and productive work practices***

The Code of Excellence is not only about an IBEW job done right the first time, on schedule and under budget; it is also about pride in IBEW membership and craftsmanship and leaving a lasting impression of quality workmanship with the customer...thus, prompting him to again employ the IBEW on future projects. The Code of Excellence program is also a means to build and project positive attitudes about who we are and the work we do...on and off the job.

Local Union training with respect to the Code of Excellence program may be facilitated by an International Representative but, regardless of delivery method or by whom, the Code of Excellence program training is to convey a strong message that IBEW members will:

- C**ome to work on time, fit for duty and ready to work.
- O**bey recognized customer and employer work rules.
- D**emonstrate zero tolerance for alcohol and substance abuse.
- E**xercise proper safety, health and sanitation practices.

- O**wn up to “8 for 8” and be on the job unless otherwise allowed or authorized to leave.
- F**ollow safe, reasonable and legitimate management directives.

- E**ncourage respect for the customer’s rights and property, as well as for others on the job.
- E**xercise the skills and abilities of the trade.
- C**are for tools and equipment provided by the employer.
- E**liminate waste and other forms of property destruction, including graffiti.
- L**imit lunch and break times to allocated periods; adhere to established start and quit time
- L**eave inappropriate behavior to those of lesser knowledge.
- E**mploy the proper tools for the job and maintain personal tool responsibilities.
- d**o **N**ot solicit funds or sell merchandise without union approval.
- C**urtail idle time or pursuit of personal business during work hours, including cell phone use.
- E**xpel job disruptions and refuse to engage in slowdowns or activities designed to extend the job or
  - c**reate overtime or any other conduct that cast the IBEW in a bad light.

As with Stewards, IBEW members employed in management/supervision must have knowledge of the Code of Excellence program principles, its relationship to IBEW organizing and overall membership responsibilities to the Brotherhood. Yet, more importantly, members in these roles need to know how effectively managing their jobs will be a corresponding obligation to the Code of Excellence program. IBEW 'rank and file' members honoring the Code of Excellence program will rightfully have similar expectations of Brothers and Sisters in management/supervision, with these being in the areas of:

- Management responsibilities to the collective bargaining agreement.
- Acceptance of supervisory positions and related responsibilities.
- Communication and cooperation with the job Steward.
- Employee encouragement but, if necessary, fair and consistent discipline.
- Job safety, health and sanitation needs or requirements.
- Ample job layout/directions to minimize down time and maximize employee productivity.
- Cooperation of labor and management in safety and training.
- Proper number and type of tools and equipment to ensure job progress.
- Maintenance and upkeep of tools and equipment.
- Storage and protection of employer and employee tools and equipment.
- Employ adequate number of employees to perform efficiently.

**IBEW 47**  
**CODE OF EXCELLENCE COMMITMENT**

**VALUES STATEMENT**

**IBEW 47 UNION MEMBERS** depend on civil service employers to operate equitably, ethically, and work to promote and preserve public trust and confidence.

**IBEW 47 UNION MEMBERS** commit to these values:

- Accountability—willingness to accept responsibility and account for one’s actions.
- Equity—ensuring fairness and due process.
- Impartiality—loyalty to the public good.
- Diversity—embracing histories, values, and ideas from all backgrounds, and recognizing their contribution to improving the operations, services, and programs.
- Transparency—actions and practices that are open to public observation and scrutiny.
- Integrity— being truthful and seeking truth.

**CODE OF CONDUCT AND ETHICS**

**IBEW 47 UNION MEMBERS** will uphold the Code of Excellence. As employees, we commit to undertaking our duties with the highest ethical principles, placing the public’s interest above our own.

**1. As an IBEW 47 UNION MEMBER, I will be truthful and honest.**

- I will act with integrity and demonstrate courage in all dealings.
- I will ensure that all completed work activities are accurate and that any biases have been identified and addressed.
- I will be accurate and honest in all interactions and communications with others.

**2. As an IBEW 47 UNION MEMBER, I will place the public’s trust before my personal interests.**

- I will be objective and impartial.
- I will never engage in acts of collusion, kickbacks, bribes, unlawful gifts, conflict of interest, or other improper influence, nor will I condone such acts by others.
- I will not permit personal interests to impair my judgment or action.
- I will not use my position for my private gain, for the endorsement of any product, person or enterprise, or for private gain of relatives or friends.
- I will disclose, and if necessary, recuse myself from the decision-making process and any activities, dealings, and transactions on behalf of the employer that may be related or be influenced by my personal, financial, or outside activities.

3. As an **IBEW 47 UNION MEMBER**, I will be transparent.
- I will ensure that all work product is completed in an open manner, with the knowledge that it may be subject to public inspection and/or release.
  - I will disclose all personal, financial, or professional interests or outside activities that may relate to or influence my role or official capacity.
  - I will cooperate and support inquiries, reviews, audits, or other investigations that may be conducted.
  - I will comply with the Brown Act and will observe all laws.

4. As an **IBEW 47 UNION MEMBER**, I will be accountable.
- I will comply with all federal, State, and City laws.
  - I will be fiscally responsible with managing and overseeing City funds and resources, as it pertains to my assigned responsibilities.

I will adhere to all policy and procedures and contractual commitments to safeguard the integrity of the procurement and bidding and competitive processes.

5. As an **IBEW 47 UNION MEMBER**, I will safeguard all information, data (including electronic), and assets entrusted to my care.
- I will protect data to promote cybersecurity and preserve confidentiality and privacy concerning the property, personnel, or other affairs.
  - I will handle and safeguard all non-public and proprietary information as protected under agreement or public law.
  - I will protect all assets, resources, and information to the best of my knowledge from loss, theft, and misuse.
6. As an **IBEW 47 UNION MEMBER**, I recognize historic inequities and worker disparities and will support diversity and be inclusive in all my actions.
- I will respect the diverse histories, values, and experiences represented in the various communities.
  - I will anticipate effects of a decision on working people, especially if specific groups may be disproportionately harmed or helped.
  - I will work to make sure that all the people have the ability to actively participate and engage, and will work to eliminate barriers to public involvement in decisions, programs, and services.
  - I will be mindful of our community's needs and be cognizant of their experience when interacting with members.

7. As an **IBEW 47 UNION MEMBER**, I will treat others with dignity.
- I will listen, be approachable, open-minded, ask questions, and participate when engaged.
  - I will treat all colleagues, the public, stakeholders, and anyone transacting business with respect.

- I will convey the care for, and commitment to, its communities.
- I will be courteous and civil in all my interaction and communications with others.

8. As an **IBEW 47 UNION MEMBER**, I will make data-informed decisions, and embrace excellence and innovation.

- I will be a role model by striving for excellence, maintaining standards, being open to change, recognizing the need to compromise, and always working to improve programs and services.
- I will be proactive and innovative when setting goals and conducting business.
- I will promote innovation that will enrich and transform the services, operations, and budget.

I affirm that I have read and understand the above Code of Excellence. I will avoid even the appearance of impropriety and seek ethical guidance and immediately report a perceived Code of Excellence violation, conflict of interest, fraud, waste or misuse of resources, and inappropriate behavior.

My signature on this form certifies my commitment to the IBEW Code of Excellence and that I will abide by the code:

Name (Print/E-sign) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

IBEW LOCAL UNION \_\_\_\_\_

CIVIL SERVICE MUNICIPALITY \_\_\_\_\_

**ARTICLE NINE**  
**GENERAL PROVISIONS**

**Section I – Conclusiveness of Agreement**

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by federal or California law or City Charter.

**Section II – Support of Agreement**

By entering into this MOU, the City and the Union have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Union will support this MOU for its term.

**Section III – Separability**

This MOU is subject to all applicable federal and California laws. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

**Section IV – Ratification and Implementation**

Representatives of management for the City of Long Beach and representatives of the Union have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Union.

The management representatives and the representatives of the Union have reached an understanding which was ratified by the Union membership. This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for adoption. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the

necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

The Union shall be provided copies of all proposed amendments to all applicable City ordinances including the Personnel Ordinance and the Salary Resolution prior to submission to the City Council for enactment.

**Section V – Term and Renegotiation**

The term of this MOU shall be from October 1, 2023, through September 30, 2026. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2026 to May 15, 2026, its written request to commence negotiations. Negotiations shall begin no later than thirty days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.



**Section VI – Execution of Agreement**

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this \_\_day of \_\_,2023.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

CITY OF LONG BEACH

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Colin Lavin  
IBEW Business Manager

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Thomas B. Modica  
City Manager

---

Dick Reed  
IBEW Assistant Business Manager

---

Linda F. Tatum  
Assistant City Manager

---

Mike Clark  
IBEW Business Representative  
Kelly Armstrong  
IBEW Bargaining Committee Member

---

Joe Ambrosini  
Director Human Resources

---

Sandra Aguilar  
Acting Chief of Labor Relations

---

Christopher Belvins  
IBEW Bargaining Committee Member

---

Sheree Valdoria  
Special Projects Officer

---

Albert Estrella  
IBEW Bargaining Committee Member

---

Sarah Del Campo  
Personnel Analyst

---

Shannon Everson  
IBEW Bargaining Committee Member

---

Sunita Shelly  
Personnel Analyst

---

Keyon LaBrostrie  
IBEW Bargaining Committee Member

---

Marshall Lineberger  
IBEW Bargaining Committee Member

---

Craig Moore  
IBEW Bargaining Committee Member

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Alden Ramirez  
IBEW Bargaining Committee Member

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Juan Sandoval  
IBEW Bargaining Committee Member

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Jose Silva  
IBEW Bargaining Committee Member

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Gustavo Torres  
IBEW Bargaining Committee Member

APPROVED AS TO FORM:

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Dawn McIntosh  
City Attorney

## APPENDIX A

### LIST OF CLASSIFICATIONS BY BARGAINING UNIT

#### SKILLED & GENERAL TRADES CLASSIFICATIONS:

ASSISTANT TRAFFIC SIGNAL TECHNICIAN I  
ASSISTANT TRAFFIC SIGNAL TECHNICIAN II  
AUTOMATIC SPRINKLER CONTROL TECHNICIAN  
BODY & FENDER MECHANIC - PAINTER I  
BODY & FENDER MECHANIC - PAINTER II  
BUILDING MAINTENANCE ENGINEER  
CARPENTER  
CARPENTER-NC  
CEMENT FINISHER I  
CEMENT FINISHER II  
COMMERCIAL DIVER I  
COMMERCIAL DIVER II  
ELECTRICAL & INSTRUMENTATION TECHNICIAN I  
ELECTRICAL & INSTRUMENTATION TECHNICIAN II  
ELECTRICIAN  
ELECTRICIAN-NC  
EQUIPMENT MECHANIC I  
EQUIPMENT MECHANIC II  
EQUIPMENT MECHANIC II-NC  
EQUIPMENT MECHANIC I-NC  
EQUIPMENT OPERATOR I  
EQUIPMENT OPERATOR II  
EQUIPMENT OPERATOR III  
EQUIPMENT OPERATOR III-NC  
EQUIPMENT OPERATOR II-NC  
EQUIPMENT OPERATOR I-NC  
GARAGE SERVICE ATTENDANT I  
GARAGE SERVICE ATTENDANT II  
GARAGE SERVICE ATTENDANT I - NC  
GARDENER I  
GARDENER II  
GARDENER I-NC  
GAS CONSTRUCTION WORKER I  
GAS CONSTRUCTION WORKER II  
GAS CONSTRUCTION WORKER III  
GAS FIELD SERVICE REPRESENTATIVE I  
GAS FIELD SERVICE REPRESENTATIVE II  
GAS FIELD SERVICE REPRESENTATIVE III  
GAS FIELD SERVICE REPRESENTATIVE I-NC  
GAS FIELD TECHNICIAN I  
GAS FIELD TECHNICIAN II

GAS FIELD TECHNICIAN III  
GAS PIPELINE WELDER/LAYOUT FITTER  
GENERAL MAINTENANCE ASSISTANT  
GENERAL MAINTENANCE ASSISTANT-NC  
HARBOR MAINTENANCE MECHANIC I  
HARBOR MAINTENANCE MECHANIC II  
HARBOR MAINTENANCE MECHANIC II-NC  
HARBOR MAINTENANCE MECHANIC I-NC  
HELICOPTER MECHANIC  
LOCKSMITH  
MACHINIST  
MAINTENANCE AIDE I  
MAINTENANCE AIDE II  
MAINTENANCE AIDE II-NC  
MAINTENANCE AIDE I-NC  
MAINTENANCE ASSISTANT I  
MAINTENANCE ASSISTANT II  
MAINTENANCE ASSISTANT III  
MAINTENANCE ASSISTANT III-NC  
MAINTENANCE ASSISTANT II-NC  
MAINTENANCE ASSISTANT I-NC  
MAINTENANCE PLANNER I  
MAINTENANCE PLANNER II  
MESSENGER/MAIL CLERK I-NC  
MOTOR SWEEPER OPERATOR  
MOTOR SWEEPER OPERATOR-NC  
OFFICE SERVICES ASSISTANT I  
OFFICE SERVICES ASSISTANT II  
OFFICE SERVICES ASSISTANT III  
OFFSET PRESS OPERATOR I  
OFFSET PRESS OPERATOR II  
PAINTER I  
PAINTER II  
PAINTER I-NC  
PARKING METER TECHNICIAN I  
PARKING METER TECHNICIAN II  
PARKING METER TECHNICIAN I-NC  
PETROLEUM OPERATIONS COORDINATOR I  
PETROLEUM OPERATIONS COORDINATOR II  
PLASTERER  
PLUMBER  
PLUMBER-NC  
POWER EQUIPMENT REPAIR MECHANIC I  
POWER EQUIPMENT REPAIR MECHANIC II  
POWER EQUIPMENT REPAIR MECHANIC III  
SENIOR EQUIPMENT OPERATOR  
STORM DRAIN MAINTENANCE CREW LEADER

STORM DRAIN MAINTENANCE CREW MEMBER I  
STORM DRAIN MAINTENANCE CREW MEMBER II  
STORM DRAIN PLANT MECHANIC  
TELEMETERING INSTRUMENT TECHNICIAN I  
TELEMETERING INSTRUMENT TECHNICIAN II  
TRAFFIC PAINTER I  
TRAFFIC PAINTER II  
TRAFFIC SIGNAL TECHNICIAN I  
TRAFFIC SIGNAL TECHNICIAN II  
TREE TRIMMER I  
TREE TRIMMER II  
VECTOR CONTROL SPECIALIST I  
VECTOR CONTROL SPECIALIST II  
WATER TREATMENT OPERATOR I  
WATER TREATMENT OPERATOR II  
WATER TREATMENT OPERATOR III  
WATER TREATMENT OPERATOR IV  
WATER UTILITY MECHANIC I  
WATER UTILITY MECHANIC II  
WATER UTILITY MECHANIC III  
WATER UTILITY MECHANIC I-NC  
WATER UTILITY WORKER I-NC  
WELDER

**SKILLED & GENERAL SUPERVISORY CLASSIFICATION:**

BUILDING SERVICES SUPERVISOR  
CONSTRUCTION SUPERVISOR  
ELECTRICAL & INSTRUMENTATION SUPERVISOR  
ELECTRICAL SUPERVISOR  
FLEET SERVICES SUPERVISOR I  
FLEET SERVICES SUPERVISOR II  
GARAGE SERVICE ATTENDANT III  
GARAGE SUPERVISOR I  
GARAGE SUPERVISOR I-HARBOR GARAGE  
SUPERVISOR II  
GARAGE SUPERVISOR II-HARBOR GAS  
DISTRIBUTION SUPERVISOR I GAS  
DISTRIBUTION SUPERVISOR II GAS  
MAINTENANCE SUPERVISOR I GAS  
MAINTENANCE SUPERVISOR II  
GENERAL MAINTENANCE SUPERVISOR I  
GENERAL MAINTENANCE SUPERVISOR II  
HARBOR MAINTENANCE SUPERVISOR  
MECHANICAL SUPERVISOR  
MESSENGER/MAIL CLERK II  
OFFICE SERVICES SUPERVISOR

PAINTER SUPERVISOR  
PARK MAINTENANCE SUPERVISOR PLUMBER  
SUPERVISOR  
STREET LANDSCAPING SUPERVISOR I STREET  
LANDSCAPING SUPERVISOR II  
STREET MAINTENANCE SUPERVISOR I STREET  
MAINTENANCE SUPERVISOR II SUPERVISING  
CUSTODIAN  
SUPERVISOR-COMMERCIAL DIVING SUPERVISOR-  
FACILITIES MAINTENANCE SUPERVISOR-WASTE  
OPERATIONS TRAFFIC SIGNAL COORDINATOR  
WATER SUPPORT SERVICES SUPERVISOR  
WATER TREATMENT SUPERVISOR I  
WATER TREATMENT SUPERVISOR II  
WATER UTILITY SUPERVISOR I  
WATER UTILITY SUPERVISOR II

**APPENDIX B**  
**PAY RATE SCHEDULE SUMMARY**  
**IBEW 47**

Please refer to pay rates and step schedule in the City's current approved salary schedules.

## **APPENDIX C**

### **SKILL PAYS**

<b>CODE</b>	<b>CITY DESCRIPTION</b>	<b>CLASSIFICATION</b>	<b>RATE</b>	<b>RATE TYPE</b>	<b>BASIS</b>	<b>AUTHORITY</b>
522	Refuse Packer - When regularly assigned and operating heavy equipment as a refuse packer truck operator for Public Works or Parks, Recreation and Marine department.	Maintenance Assistant II - III	1.180	Hourly	Flat Rate	General City
523	Crew Supervisor - When supervising crews performing custodial and/or maintenance duties.	Maintenance Assistant III	0.550	Hourly	Flat Rate	General City
525	16 Yards - When regularly assigned and/or performing on dual axle packing units with a capacity of 16 yards or more.	Maintenance Assistant III	1.330	Hourly	Flat Rate	General City
528	Shop Lead - When regularly assigned and performing duties as a pipeline welding shop lead person.	Gas Pipeline Welder/Layout Fitter	0.770	Hourly	Flat Rate	LB Utilities
529	Irrigation - When regularly assigned and performing duties as irrigation systems plumbing specialist.	Plumber	0.710	Hourly	Flat Rate	General City
541	Aerial - When regularly performing tree trimming duties from an aerial bucket (T).	Tree Trimmer I - II	0.390	Hourly	Flat Rate	General City
547	Crane - When regularly assigned to and possessing Certification issued by an Accredited Certifying Entity per CCR Title 8 Section 5006.1 for crane Operations. (Per Certification, max of 2)	Classifications in the Skilled & General-Supervisory Bargaining Unit and Skilled & General Basic Bargaining Unit	0.620	Hourly	Flat Rate	General City
560	Bilingual - For regular and frequent use of certified oral and/or written bilingual skills.	Non-Management classifications in the current Salary Resolution represented by the IBEW assigned to and certified for bilingual skills.	0.7	Hourly	Flat Rate	General City
568	General Supervisor - When regularly assigned and performing as general supervisor of the Carpentry-Field, Paint & Welding sections or Marine & Facility Maintenance.	Carpenter Supervisor General Maintenance Supervisor II Painter Supervisor	2.200	Hourly	Flat Rate	General City
570	HVAC - When regularly assigned and performing as a general supervisor of the HVAC, Electrical, Street Lighting and Plumbing Sections.	Electrical Supervisor Mechanical Supervisor II Plumber Supervisor	1.100	Hourly	Flat Rate	General City
572	Painting/Marking - When regularly assigned and performing as general supervisor of the Traffic Painting/Marking and Security sections.	Painter Supervisor Street Maintenance Supervisor I-II	0.550	Hourly	Flat Rate	General City
574	Skilled Crafts - When regularly assigned and performing as general supervisor over a skilled craft.	General Maintenance Supervisor II	1.100	Hourly	Flat Rate	General City
580	Water Distribution Operator Grade II - When possessing a Grade II Department of Public Health Distribution Operator Certificate	Water Treatment Operator I Water Utility Mechanic I - II Water Utility Worker - NC	2.200	Hourly	Flat Rate	LB Utilities



CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
581	Water Distribution Operator Grade III - When possessing a Grade III Department of Public Health Distribution Operator Certificate	Water Treatment Operator I Water Utility Mechanic I - II Water Utility Worker - NC	2.480	Hourly	Flat Rate	LB Utilities
582	Water Distribution Operator Grade IV - When possessing a Grade IV Department of Public Health Distribution Operator Certificate	Water Treatment Operator I Water Utility Mechanic I - II Water Utility Worker - NC	2.750	Hourly	Flat Rate	LB Utilities
583	Water Distribution Operator Grade V - When possessing a Grade V Department of Public Health Distribution Operator Certificate	Water Treatment Operator I Water Utility Mechanic I - II Water Utility Worker - NC	3.030	Hourly	Flat Rate	LB Utilities
584	CWEACSM Grade I - When possessing a Grade I California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Water Treatment Operator I - IV Water Treatment Supervisor I - II Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.220	Hourly	Flat Rate	LB Utilities
585	CWEACSM Grade II - When possessing a Grade II California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Water Treatment Operator I - IV Water Treatment Supervisor I - II Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.390	Hourly	Flat Rate	LB Utilities
586	CWEACSM Grade III - When possessing a Grade III California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Water Treatment Operator I - IV Water Treatment Supervisor I - II Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.500	Hourly	Flat Rate	LB Utilities
587	CWEACSM Grade IV - When possessing a Grade IV California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Water Treatment Operator I - IV Water Treatment Supervisor I - II Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.660	Hourly	Flat Rate	LB Utilities
591	Water Treatment Grade I - When possessing a Grade I Department of Public Health Water Treatment Certificate	Electrician Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.220	Hourly	Flat Rate	LB Utilities
592	Water Treatment Grade II - When possessing a Grade II Department of Public Health Water Treatment Certificate	Electrician Water Treatment Operator I Water Utility Mechanic I - III Water Utility Supervisor I - II Water Utility Worker - NC	0.390	Hourly	Flat Rate	LB Utilities
593	Water Treatment Grade III - When possessing a Grade III Department of Public Health Water Treatment Certificate	Water Treatment Operator I - II Water Utility Worker - NC	0.500	Hourly	Flat Rate	LB Utilities
594	Water Treatment Grade IV - When possessing a Grade IV Department of Public Health Water Treatment Certificate	Water Treatment Operator I - III Water Utility Worker - NC	0.660	Hourly	Flat Rate	LB Utilities
595	Water Treatment Grade V - When possessing a Grade V Department of Public Health Water Treatment Certificate	Water Treatment Operator I - IV Water Treatment Supervisor I - II	0.830	Hourly	Flat Rate	LB Utilities
596	CCTC - When possessing a Los Angeles County Department of Health Cross Connection Tester Certificate.	Plumber	0.500	Hourly	Flat Rate	General City
596	CCTC - When possessing a Los Angeles County Department of Health Cross Connection Tester Certificate.	Water Utility Mechanic I - III Water Utility Worker - NC	0.500	Hourly	Flat Rate	LB Utilities

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
596	CCTC - When possessing a Los Angeles County Department of Health Cross Connection Tester Certificate.	Plumber Supervisor	0.500	Hourly	Flat Rate	Harbor
597	CCCHR - When possessing a University of Southern California Foundation for Cross Connection Control and Hydraulic Research certificate as a Specialist in Cross Connection Control or equivalent.	Plumber Supervisor Water Utility Supervisor I-II	0.660	Hourly	Flat Rate	General City
739	ASE Series 1 - Master Automobile Technician certification and/or Medium Heavy Truck Technician with one series certification.	Garage Supervisor I - II	0.220	Hourly	Flat Rate	LB Utilities
740	ASE Master 1 - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion Any ASE Master Certification	Equipment Mechanic I- II Garage Supervisor I-II	1.100	Hourly	Flat Rate	LB Utilities
741	ASE Master 2 - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion 2nd ASE Master	Equipment Mechanic I- II Garage Supervisor I-II	1.100	Hourly	Flat Rate	LB Utilities
742	2 Engine - Master Automobile Technician certification and/or Medium Heavy Truck Technician with two engine series certifications	Garage Supervisor I-II	0.390	Hourly	Flat Rate	LB Utilities
743	CNG Certification - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with one series certification. OR Alternative Fuel Certification (Formerly Light Vehicle Compressed Natural Gas Technician) with one series certification.	Equipment Mechanic I - II Garage Supervisor I - II	0.220	Hourly	Flat Rate	LB Utilities

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
744	ASE Series 1 - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with one Automotive (A) or Truck (T) series certificate.	Equipment Mechanic I - II	0.220	Hourly	Flat Rate	LB Utilities
745	ASE Series 3 - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with three Automotive (A) or Truck (T) series certificates.	Equipment Mechanic I - II Garage Supervisor I - II	0.390	Hourly	Flat Rate	LB Utilities
746	ASE Series 6 - When maintenance responsibilities simultaneously include automobiles, medium/heavy trucks and construction equipment, and possessing a National Institute for Automotive Service Excellence/American College Testing (ASE) Automobile Technician Certificate of Completion with six Automotive (A) or Truck (T) series certificates.	Equipment Mechanic I - II Garage Supervisor I - II	0.500	Hourly	Flat Rate	LB Utilities
760	LB Utilities Department Response Team (ERT) - When routinely and consistently assigned to the LBUD Emergency Response Team (ERT) to instruct personnel in safety procedures.	Non-management classifications in the current Salary Resolution assigned to the ERT.	0.500	Hourly	Flat Rate	LB Utilities
761	Crane - For crane operation when possessing a Telescopic Boom Crane - Fixed Cab (TSS) certificate designation issued by an Accredited Certifying Entity per CCR Title 8 Section 5006.1 for crane Operations.	Classifications in the Skilled & General-Supervisory Bargaining Unit and Skilled & General Basic Bargaining Unit assigned to and certified in crane operation.	0.620	Hourly	Flat Rate	LB Utilities
762	Fusion - When possessing a Fusion Trainer/Inspector certification from a gas pipeline industry-recognized agency or a NACE Tester-level certification, or a Gas Pipeline Welding Inspections certification from an API-certified welding instructor. Two certifications (Max of 2).	Gas Maintenance Supervisor I - II	0.440	Hourly	Flat Rate	General City
763	Crane - For crane operation when possessing a Service Truck Crane Certificate (STC) designation issued by an Accredited Certifying Entity per CCR Title 8 Section 5006.1 for crane operations. (T)	Classifications in the Skilled & General-Supervisory Bargaining Unit and Skilled & General Basic Bargaining Unit assigned to and certified in crane operation	0.61	Hourly	Flat Rate	LB Utilities

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
834	When regularly assigned to and performing duties that require the skill of operating heavy equipment and must have a Class A Commercial DL with air brakes and a Telescopic Boom Crane - Fixed Cab (TSS) Crane certification designation issued by an Accredited Certifying Entity per CCR Title 8 Section 5006.1 for crane operations.	Water Utility Mechanic II-III	2.700	Hourly	Flat Rate	LB Utilities
844	Tow Truck - When regularly assigned to work as a tow truck operator.	Garage Service Attendant I - II	1.000	Hourly	Flat Rate	General City
845	Mechanic FA - When regularly assigned as a mechanic working on Fire Apparatus performing hazardous activities, including exposure to firefighting foam.	Garage Service Attendant I - II Equipment Mechanic I - II	2.000	Hourly	Flat Rate	General City
849	FAA - When possessing a FAA-issued Inspection Authorization License.	Fleet Services Supervisor II Helicopter Mechanic	3.180	Hourly	Flat Rate	General City
850	400 Class Meter - When possessing a Long Beach Utilities meter installation/reinstallation certification for up to a 400 class meter.	Gas Construction Worker II Gas Field Service Rep II	0.390	Hourly	Flat Rate	LB Utilities
851	Appliance Technology - When possessing an Appliance Technology certification, or a Regulator Technician certification.	Gas Field Service Rep II	0.550	Hourly	Flat Rate	LB Utilities
852	Leakage Certification- When possessing a SoCal Gas (or equivalent) Leakage Survey or Pressure Control certification, or Long Beach Utilities Valve Inspection and Maintenance certification, or a NACE Basic Level Certification.	Gas Construction Worker II	0.550	Hourly	Flat Rate	LB Utilities
853	DOT 49 Code Journey - When possessing the classification appropriate City of Long Beach Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan certifications for journey level.	Gas Construction Worker II - III Gas Distribution Supervisor I - II Gas Field Service Rep II - III Gas Maintenance Supervisor I - II Gas Pipeline Welder/Layout Fitter Senior Equipment Operator	2.200	Hourly	Flat Rate	LB Utilities
855	Installation/Reinstallation Certificate - When possessing a Long Beach Utilities meter installation/reinstallation certification for commercial meters or multimeter sets of 5 or more, or a SoCal Gas (or equivalent) Appliance Technology certification or a Regulator Troubleshooting certification.	Gas Field Service Rep III	0.610	Hourly	Flat Rate	LB Utilities

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
856	Installation/Reinstallation Certificate - When possessing a Long Beach Utilities meter installation/reinstallation certification for commercial meters or multimeter sets of 5 or more, or a SoCal Gas (or equivalent) Leakage Survey certification, or a Long Beach Utilities Pressure Control certification for 6" and above PC fittings, or a NACE Tester-level certification or a Fusion Trainer/Inspector certification from a gas pipeline industry recognized agency, or when performing DOT record-keeping for Valve Maintenance.	Gas Construction Worker III	0.610	Hourly	Flat Rate	LB Utilities
857	Fusion - When possessing a Fusion Trainer/Inspector certification from a gas pipeline industry-recognized agency or a NACE Tester-level certification, or a Gas Pipeline Welding Inspections certification from an API-certified welding instructor. One certification.	Gas Maintenance Supervisor I - II	0.220	Hourly	Flat Rate	General City
858	Flow Computer Unit - When possessing a Flow Computer Unit Operation and Maintenance and BTU Transmitter Operations and Maintenance certifications, or a SoCal Gas (or equivalent) Appliance Technology certification (or equivalent).	Gas Distribution Supervisor I-II	0.220	Hourly	Flat Rate	General City
861	Crane 2 - When possessing certification for crane operation issued by an Accredited Certifying Entity per CCR Title 8 sec 5006.1.	Equipment Operator I - III Harbor Maintenance Mechanic I - II Senior Equipment Operator	1.230	Hourly	Flat Rate	Harbor
862	Water Distribution Operator Grade III - When possessing a Grade III Department of Public Health Distribution Operator Certificate	Water Treatment Operator II Water Treatment Supervisor I - II Water Utility Mechanic III Water Utility Supervisor I - II Water Utility Worker - NC	0.280	Hourly	Flat Rate	LB Utilities
863	Water Distribution Operator Grade IV - When possessing a Grade IV Department of Public Health Distribution Operator Certificate	Water Utility Supervisor I - II Water Utility Mechanic III Water Treatment Operator II - IV Water Treatment Supervisor I - II	0.55	Hourly	Flat Rate	LB Utilities
864	Water Distribution Grade V - When possessing a Grade V Department of Public Health Distribution Operator Certificate	Water Utility Supervisor I - II Water Utility Mechanic III Water Treatment Operator II - IV Water Treatment Supervisor I - II	0.83	Hourly	Flat Rate	LB Utilities
868	Custodial Supervisor - When supervising all custodial activities in Port.	Maintenance Assistant III	1.500	Hourly	Flat Rate	Harbor
870	Equipment Repair - When regularly assigned and/or performing maintenance repair of power and chain saws, blowers, lawn mowers, edgers, generators, and similar equipment within the Long Beach Utilities Department.	Equipment Mechanic I - II	0.770	Hourly	Flat Rate	LB Utilities

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
871	Welder - When regularly performing specialized Long Beach Utilities Department welding requiring a City of Los Angeles Certificate and Structural Steel License	Welder Gas Pipeline Welder/Layout Fitter	0.770	Hourly	Flat Rate	LB Utilities
888	Supervisor - When supervising Senior Equipment Operators.	Harbor Maintenance Supervisor Park Maintenance Supervisor Street Landscaping Supervisor I-II Street Maintenance Supervisor I-II	1.490	Hourly	Flat Rate	General City
890	Supervisor - When assigned supervision of the Carpentry Section in addition to the Paint Shop Section of the Maintenance Division.	Painter Supervisor	1.270	Hourly	Flat Rate	Harbor
893	ASE Master 2 - When regularly assigned to the maintenance and repair of City vehicles, or as supervisor to Equipment Mechanics within the Fleet Maintenance Division, and possessing two ASE Master certifications.	Equipment Mechanic I-II Fleet Services Supervisor I-II Garage Service Attendant I - III	2.200	Hourly	Flat Rate	General City
894	ASE Master 1 - When regularly assigned to the maintenance and repair of City vehicles, or as supervisor to Equipment Mechanics within the Fleet Maintenance Division, and possessing one ASE Master certification, or for Supervisor-Stores and Property when possessing ASE Parts certification.	Equipment Mechanic I-II Fleet Services Supervisor I-II Garage Service Attendant I - III	1.100	Hourly	Flat Rate	General City
899	Arborist - When possessing a current International Society of Arboriculture certification as a Certified Arborist.	Park Maintenance Supervisor Street Landscaping Supervisor I-II Street Maintenance Supervisor I-II Tree Trimmer I-II	0.550	Hourly	Flat Rate	General City
AHF	Hazmat - When possessing a valid Class A Commercial Driver's License with Hazmat Materials and Tanker endorsements to legally and safely operate a fuel tanker truck on public roads and highways.	Equipment Mechanic I - II Fleet Services Supervisor I - II Garage Service Attendant I - III	100.00 0	Monthl y	Flat Rate	General City
S1/S2	Supervisor - When regularly assigned and performing as supervisor of three or more sections in the Public Service Bureau.	Carpenter Supervisor Electrical Supervisor General Maintenance Supervisor II Mechanical Supervisor Painter Supervisor Plumber Supervisor	11.000	Per Diem Daily	Flat Rate	General City
S1/S2	Equipment - When required to work on ladders, mechanical devices, etc. placing employees at heights over 40 ft.	Classifications in the Skilled & General-Supervisory Bargaining Unit and Skilled & General Basic Bargaining Unit (excluding Tree Trimmers) assigned to working on equipment as indicated.	4.400	Per Diem Daily	Flat Rate	General City
S1/S2	Equipment - When required to work on ladders, mechanical devices, etc. placing employees at heights over 40 ft.	Classifications in the Skilled & General-Supervisory Bargaining Unit and Skilled & General Basic Bargaining Unit assigned to working on equipment as indicated.	4.400	Per Diem Daily	Flat Rate	Harbor

CODE	CITY DESCRIPTION	CLASSIFICATION	RATE	RATE TYPE	BASIS	AUTHORITY
S1/S2	DOT Operator Qualification - When serving as an evaluator, ensuring the City of Long Beach is in compliance with Department of Transportation-49 Code of Federal Regulations Subpart N Operator Qualification Plan, to document and qualify individuals performing covered tasks on a pipeline facility.	Gas Maintenance Supervisor I-II Gas Distribution Supervisor I-II	10.000	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Irrigation Telemetry - When regularly assigned and performing telemetry duties to monitor, adjust, and troubleshoot irrigation systems.	Automatic Sprinkler Control Technician	12.000	Per Diem Daily	Flat Rate	General City
S1/S2	PE Fusion Certification - When certified and training in-house personnel and contractors for annual PE fusion certification.	Gas Construction Worker I - III Gas Maintenance Supervisor I - II Gas Field Technician I - III Gas Pipeline Welder / Layout Fitter	10.000	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Pesticide Applicator License - When possessing a Pesticide Applicator license and regularly assigned pesticide applicator duties.	Tree Trimmer I-II	4.430	Per Diem Daily	Flat Rate	General City
S1/S2	Lead Welder - When regularly assigned and performing duties as a lead welder.	Welder	4.950	Per Diem Daily	Flat Rate	General City
S1/S2	Class A License- When driving a vehicle requiring a Class A License.	Garage Service Attendant I-II	8.800	Per Diem Daily	Flat Rate	General City
S1/S2	Meter Installation (300+CU) - When regularly assigned to installing meters of 300 or more cubic feet per hour capacity at 1/2-inch water column pressure drop or when installing district regulator stations.	Gas Field Service Rep II	3.300	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Gas Pipeline Welder - When certified and performing duties as a pipeline welder on an as-needed basis.	Gas Maintenance Supervisor I	4.400	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Water Distribution Control Valves - When exercising large distribution control valves (over 12-inch diameter).	Water Utility Mechanic I - III Water Utility Worker - NC	4.400	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	CCT Inspection - When operating sanitary sewer main line closed circuit television video inspection equipment.	Water Utility Mechanic I - III Water Utility Worker - NC	4.400	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	CCT Inspection Supervision - When supervising operation of sanitary sewer lateral closed circuit television video inspection equipment.	Water Utility Mechanic I - III Water Utility Worker - NC	4.400	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Shut Off Call Out - When singularly assigned to off hours water/sewer emergency first response, with authority to shut off water service and/or call out emergency standby personnel.	Water Utility Mechanic I - III Water Utility Worker - NC	4.400	Per Diem Daily	Flat Rate	LB Utilities
S1/S2	Repair Exchange Testing Supervision - When supervising or training subordinates in repair, testing and exchange of large water meters (minimum three inch diameter).	Water Utility Mechanic I - III Water Utility Worker - NC	4.400	Per Diem Daily	Flat Rate	LB Utilities

<b>CODE</b>	<b>CITY DESCRIPTION</b>	<b>CLASSIFICATION</b>	<b>RATE</b>	<b>RATE TYPE</b>	<b>BASIS</b>	<b>AUTHORITY</b>
S1/S2	Underwater diving - When assigned and engaged in duties and operations requiring underwater diving.	Commercial Diver I - II Supervisor - Commercial Diving	24.000	Per Diem Daily	Flat Rate	Harbor
S1/S2	Locksmith - When assigned and performing locksmith duties.	Carpenter	1.142	Per Diem Hourly	Flat Rate	Harbor



**APPENDIX D**

**LETTER OF AGREEMENT**  
**CITY OF LONG BEACH AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**(IBEW)**

**RE: WATER UTILITY WORKER – NC SKILL PAY**

This Letter of Agreement is entered between the City of Long Beach (“City”) and the International Brotherhood of Electrical Workers Local 47 hereinafter called “IBEW” (collectively “the Parties”).

WHEREAS, IBEW, and through its affiliate and subordinate entity, Association of Long Beach Employees (“ALBE”) were parties to separate Memoranda of Understanding with the City (MOUs) covering the period of October 1, 2019 to September 30, 2023. ALBE represented classifications covering the Skilled and General Basic Unit and IBEW represented classifications covering the supervisors over the Skilled and General Basic Unit. On May 22, 2023, ALBE and IBEW consolidated into one unit now called IBEW.

WHEREAS, the applicable skill pays are reflected in the skill pay chart above in Appendix C.

WHEREAS, the City wishes to memorialize the use of the skill pays to the Water Utility Worker – NC classification, which was created and established on October 6, 2011 in the Long Beach Water Salary Resolution.

WHEREAS the parties met and agreed upon the changes to this provision in the 2019-2023 ALBE MOU and the changes will be incorporated upon the ratification of the successor IBEW MOU.

NOW THEREFORE, the Parties agree to the skill pays in Appendix C for Water Utility Worker – NC, effective October 6, 2011.

A. This Letter of Agreement shall not change any Memorandum of Understanding provisions other than as outlined above.  
IT IS SO AGREED.

For the Parties:

\_\_\_\_\_  
SANDRA AGUILAR  
Acting Chief of Labor Relations  
City of Long Beach

\_\_\_\_\_  
DICK REED  
Assistant Business Manager Organizer  
International Brotherhood of Electrical Workers