MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH
AND

THE LONG BEACH CITY EMPLOYEES LOCAL LODGE 1930, DISTRICT LODGE 947, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

OCTOBER 1, 2023 TO SEPTEMBER 30, 2026

Approved by City Council on November 14, 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 Long Beach City Employees' Local Lodge 1930, District Lodge 947, International Association of Machinists and Aerospace Workers, AFL-CIO ("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 an executed voluntary written authorization, the City shall deduct Union dues (not to exceed the current 39-hourly wage brackets) and benefit program premiums 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 certified 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 deductions shall be made twice a month.

2. The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, claims, or causes of action, arising from the operation of this provision of the Agreement.

3. The City shall have no obligation to modify the manner in which it currently makes deductions on behalf of the Union.

B. Machinists Non-Partisan Political League (MNPL) Deductions Authorization

1. Upon receipt of a signed authorization from the employee involved, the City of Long Beach shall deduct from the employee's pay an amount listed on the Check-Off Authorization form during the period provided for in said authorization. Deductions shall be made from the second paycheck of the month from the employee after receipt of the Payroll Deduction Authorization form and monthly thereafter. Employees and/or the Union must use the Payroll Deduction Authorization form to start or stop deductions, and the Union must provide the Payroll Deduction Authorization form to the City in either scenario for processing.

2. Deductions provided in Section 1 shall be remitted to the Machinists Non-Partisan Political League at 9400 Machinists Place, Upper Marlboro, Maryland 20772-2687 no later than ten (10) days following the monthly deduction. The City of Long Beach shall furnish the Financial Secretary of the Union, monthly, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of those employees for whom deductions were not made and the reasons they were not made.

3. The parties agree that check-off authorization shall be in the following form:

MNPL POLITICAL CHECK-OFF AUTHORIZATION

I_____, book number_____, hereby authorize and direct to deduct the monthly amount from my wages in the sum of $_____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 9400 Machinists Place, Upper Marlboro, Maryland 20772-2687.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation, and none of the monies deducted are a part of my dues or membership fees to the Local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the City of Long Beach, and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal elections.

Date: _____ _____

Employee Signature

C. Union Employee Representative (Union Officers, Shop Stewards, and Site Representatives)

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

D. Notification of Job Classification Changes

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.

E. 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 give 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. 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. 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.

F. Representational Time-Off

1. Pursuant to relevant Government Code Sections, the City shall allow a reasonable number of Union employee representatives (Union 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 1,000 hours to be used for general Union business. The Union or President shall provide the 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. Unused time shall be carried over to future fiscal years. 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.

G. Local Lodge President

The Union can appoint a City employee to serve as Local Lodge President. The Local Lodge President can serve on a part-time basis, utilizing available Union business leave hours, to conduct general union business in accordance with (F.2). The Local Lodge President can serve on a full-time basis, in accordance with the Letter of Agreement regarding Union Leave of Absence (Appendix D).

H. 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 scurrilous or derogatory about any City employee or elected official and no campaign information shall be posted except for the internal union elections. 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.

I. 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” refers to periods when employees are performing actual job duties which do not include employees’ own time such as lunch or break periods.

2. Union Access to Work Locations During Working Hours:

a. Authorized Union representatives, (Union International Representatives, Business Representatives, Union Officers, Shop Stewards, and Site Representatives), pursuant to Article One Section V-B, 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 processes.

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 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.

4. The City shall give the Union the contact information of the Department Head or designee for purposes of notification.

5. In addition, authorized Union representatives may have access to conference rooms and/or City facilities with seventy-two (72) hours advance notice and the approval of the Department Head or designee and the Director of Human Resources or designee. Exceptions to the seventy-two (72) hour requirement may be granted by the Director of Human Resources or designee.

6. 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. Any written information to be distributed to employees must be furnished to management.

J. New Employee Orientations

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

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 NEO Coordinator shall provide written notice by email to the Union NEO Coordinator with the annual 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. Any scheduled Citywide NEO may be canceled and/or rescheduled at the discretion of the Citywide NEO Coordinator. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Citywide NEO. The Union NEO Coordinator shall respond by email to the Citywide NEO Coordinator email notice within five (5) days to make any reasonable arrangements requested by the Union for their presentation at the scheduled Citywide NEOs provided that the requested arrangements can be provided by the City based upon availability. No representative of management shall be present during the Union's presentation.

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 department'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. The City will notify the Union of any changes to scheduled NEO dates, times, locations or arrangements no less than ten (10) business days prior to the rescheduled Departmental NEO. No representative of management shall be present during the Union's presentation.

5. Union Access and Presentation

The Union shall be allowed twenty (20) minutes following the City's presentation

at each of the Citywide NEOs and following the Department's presentation at each of the Department NEOs to meet with their represented new employees who are present. 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. The new employees attending the NEOs including meeting with the Union shall be on City paid work time. At all NEOs, the Union's presentation will focus on matters related to Union membership, primarily the benefits of membership and a general introduction to its organization, history, and by-laws. The Union agrees its NEO presentation will not be for the purpose of campaigning on behalf of an individual running for public elected office or regarding ballot measures. The Union NEO Coordinator shall request the release of any Union representative and/or Union officer who is an employee represented by the Union to meet with new employees at a scheduled NEO under the terms and conditions specified in the MOU for general Union business. All said Union release requests shall be made to the Manager of Labor Relations no less than four (4) business days in advance of any the scheduled NEO. At all NEOs, the Union shall not disrupt the City's presentation and/or any of the other unions' presentations. The City may make announcements during any NEO to ensure that there are no disruptions during the presentations by the City, the Union and/or other unions.

6. Audio, Visual Equipment and Other Equipment

The City will designate the appropriate Citywide new employee or Departmental-wide new employee orientation meeting where the Union may set up an “information table” and meet with new IAM represented employees at the end of the new employee orientations to provide information to new employees on the new employee’s unpaid time.

The Union shall be provided access to City equipment if available, to be used in their orientation to employees at both the Citywide and Department NEO's.

7. New Hire Reports to Union:

The City shall provide the Union with all the information on newly hired employees within its custody or possession, subject to any applicable limitations contained in California Government Code Section 3558.

K. Representational Information

The City shall provide the Union with the following information, unless an employee notifies the City in writing that they do not want the information released.

1. A monthly electronic report which shall list the following information for each employee:

Name, phone number, occupation code and title, Union membership dues amount, department/bureau, division, home address, birth date, age, sex, part-time/full-time, bargaining unit code, original date of employment, monthly salary equivalent, and a total for all other Union deductions. The City shall provide the Union, at their request, two additional runs of this listing (hardcopy) and electronic report in any fiscal year.

2. A bi-weekly listing (electronic report) of dues and all other deductions.

3. An annual report, which averages the hourly rate (including skill pay) for dues-paying Union represented employees on August 31st of each year, will be provided in hardcopy no later than September 30th of each year.

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 – 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 VII – 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 employee's 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 VIII – 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 VIII 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 in accordance with the Pay Rate established for such classifications as set forth in the City's Salary Schedule.

B. General Salary Increase

1. Salary Ranges

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

A. Effective the first full 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 one percent (1%) General Increase to the base hourly rate.

B. Effective the first day of the first full pay period including October 1, 2024, all bargaining unit members shall receive a one percent (1%) General Increase to the base hourly rate.

C. Effective the first day of the first full pay period including October 1, 2025, all bargaining unit members shall receive a one and one quarter percent (1.25%) General Increase to the base hourly rate.

2. The provisions of Article Two, Section I.B.1 shall not be subject to Article Seven, Grievance Procedures, of the MOU.

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 five percent (5%) equity adjustment:

ADMINISTRATIVE AIDE I – II
AIRPORT OPERATIONS ASST I – II
AIRPORT OPERATIONS ASST I – NC
AIRPORT OPERATIONS SPECIALIST I – II
BUS SYSTEMS SPECIALIST I – VII
OFFICE AUTO ANALYST I – III
OFFICE ADMINISTRATOR
OFFICE SYS ANALYST II – IV
OUTREACH WORKER I – II
PARK NATURALIST

CASE MANAGER I – III
CLERICAL AIDE I – II – NC
CLERK SUPERVISOR
COMMUNICATION SPECIALIST I – VII
COMMUNICATIONS OFFICER
CONTRACT COMPL ANALYST IV
CRIMINALIST I – IV – MISC
CRIMINALIST SUPERVISOR
DIVERSION PROG COORD
EMERGENCY MED EDU COORD
EMERGENCY MED EDUCATOR
EVENTS COORDINATOR I – II
FINANCIAL CONTROLS ANALYST
FINGERPRINT CLASSIFIER
GEO INFO SYSTEMS TECH I – II
HARBOR CONTROL CTR SUPV
HAZARDOUS WASTE COORD
INTELLIGENCE ANALYST
INTERMODAL OPS COORD
LEGAL ADMIN ASSISTANT
LEGAL ASSISTANT I – IV
LEGAL OFFICE ASSISTANT
LEGAL OFFICE SPECIALIST
LEGAL RECORDS SPECIALIST
LEGAL SYS SUPPORT SPEC
LEGAL TECH PROSECUTOR
LIABILITY CLAIMS ASSISTANT II
LICENSE INSPECTOR I – II
LICENSED VOCATIONAL NURSE (LVN)
MECH EQUIP STOCK CLERK I – II
MEDICAL SOCIAL WORKER II
MUSICIAN – NC
NEIGHB SVCS SPEC I – III
NUTRITION AIDE I – II
PHYSICIAN ASSISTANT
POLICE CADET – NC
POLICE PROP SUPPLY CLERK I – II
POLICE SVCS SPECIALIST II – III
PORT COMMERCIAL APPRAISER
PORT COMMUNICATIONS SPECLST III – V
PORT FINANCIAL ANALYST I – III
PORT LEASING SALES OFFICER I – V
PORT PLANNER I – V
PORT SEC SYST OPERATOR I – III
PUBLIC AFFAIRS ASSISTANT
PUBLIC HEALTH NUTRITIONIST I – III
PUBLIC HEALTH PHYSICIAN
PUBLIC HEALTH REGISTRAR
REAL ESTATE PROJ COORD II – III
REC LEADER / SPECIALIST III – X – NC
RECREATION ASSISTANT
RECYCLING SPECIALIST I – II
REGISTERED NURSE I – II
SENIOR LIBRARIAN
SENIOR PROSECUTOR ASSISTANT
SENIOR PORT LEASING OFFICER
STOCK AND RECEIVING CLERK
SUPERVISING PROSCTOR ASST
SUPV – STORES/PROPERTY
SYS SUPPORT SPECIALIST I – VI
SYSTEMS TECHNICIAN I – IV
TRANSPORTATION PLANNER I – IV
VETERINARIAN
VISUAL ARTS SPECIALIST I
WORKERS COMP ADMIN ASST

2. 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 an eight percent (8%) equity adjustment:

ACCOUNTANT I – III
ACCOUNTANT I – II - NC
ACCOUNTING CLERK I - III
ACCOUNTING CLERK III – NC
ACCOUNTING TECHNICIAN
ACCOUNTING TECHNICIAN – NC
ADMINISTRATIVE ANALYST I – III
ADMINISTRATIVE ANALYST I – III – NC
ANIMAL CONTROL OFFICER I – III
ANIMAL CONTROL OFFICER I – NC
EPIDEMIOLOGIST
EPIDEMIOLOGIST SUPERVISOR
FORENSIC SPECIALIST I – II
FORENSIC SPECIALIST SUPERVISOR
GENERAL LIBRARIAN
GENERAL LIBRARIAN I – NC
LABORATORY ANALYST I – III
LABORATORY ASSISTANT I – III
LIBRARY AIDE
LIBRARY AIDE – NC

ANIMAL HEALTH TECHNICIAN
ANIMAL SVCS OPERATIONS SUPV
AQUATICS SUPV I – II
ASST ADMININISTRATIVE ANALYST I – II
BUSINESS DEVELOPMENT ANALYST
BUYER I – III
CAPITAL PROJECTS COORDINATOR I – IV
CITY CLERK ANALYST
CITY CLERK ASSISTANT
CITY CLERK SPECIALIST
CLERK I – III
CLERK I – III – NC
CLERK TYPIST I – IV
CLERK TYPIST I – III - NC
COMMUNITY DEVELOPMENT ANALYST I – III
COMMUNITY WORKER
COMMUNITY WORKER – NC
COMMUNITY SERVICES ASSISTANT I – II
COMMUNITY PROGRAM SPECIALIST I – V
COMMUNITY PROGRAM TECHNICIAN I – II
DEV PROJECT MANAGER II – III
LIBRARY ASSISTANT
LIBRARY CLERK I – IV
LIBRARY CLERK I – NC
PAGE – NC
PAYROLL / PERSONNEL ASSISTANT I – III
PAYROLL SPECIALIST I – II
PARKING CONTROL CHECKER I – II
PARKING CONTROL CHECKER I – NC
PARKING CONTROL SUPERVISOR
PLANNER I – V
PLANNING AIDE
PROJECT BUDGET ANALYST I – III
PROSECUTOR ASSISTANT I – IV
PROSECUTOR ASSISTANT I – IV – NC
REAL ESTATE TECHNICIAN I – II
SAFETY SPECIALIST I – III
SENIOR ANIMAL CONTROL OFFICER
SENIOR ACCOUNTANT I – II
SENIOR CITY CLERK ANALYST
SYSTEMS ANALYST I – II

3. 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 thirteen percent (13%) equity adjustment:

ASST MARKETING MANAGER I – III
ASST. TERMINAL SERVICES MANAGER
CHIEF WHARFINGER
COMMUNICATIONS CENTER COORDINATOR
COMMUNICATIONS CENTER SUPERVISOR
COMMUNITY INFORMATION SPECIALIST I – II
COMMUNITY SERVICES SUPERVISOR
COUNSELOR I – II
ENVIRONMENTAL HEALTH SPECIALIST I – IV
ENVIRONMENTAL HEALTH SPCLST – NC
HAZARDOUS MATERIALS SPECIALIST I – II
HEALTH EDUCATOR I – II
LEGISLATIVE AIDE
LEGISLATIVE AIDE – NC
LEGISLATIVE ASSISTANT
LEGISLATIVE ASSISTANT – NC
MARINA AGENT I – III
MARINE AIDE – NC
MARINA SUPERVISOR I – II
MARKETING MANAGER
MEDICAL ASSISTANT I – II
MICROBIOLOGIST I – III
MICROBIOLOGIST SUPERVISOR
NURSE PRACTITIONER
PORT RISK ASSISTANT I – II
PORT RISK MANAGER I – II
PUBLIC HEALTH ASSOCIATE I – III
PUBLIC HEALTH ASSOCIATE – NC
PUBLIC HEALTH NURSE - NC
PUBLIC HEALTH NURSE I – III
PUBLIC HEALTH NURSE SUPERVISOR
PUBLIC HEALTH PROFESSIONAL I – III
PUBLIC HEALTH PROFESSIONAL – NC
PUBLIC SAFETY DISPATCHER I – IV
PUBLIC SAFETY DISPATCHER I – II – NC
REFUSE FIELD INVESTIGATOR
REFUSE SUPERVISOR
SCHOOL GUARD I – II
SCHOOL GUARD – NC
SECRETARY
SENIOR SECRETARY
STOREKEEPER I – II
TERMINAL SERVICES REPRESENTATIVE I – II
WORKERS COMP CLAIMS ASSIST
WORKERS COMP OFFICE ASSIST
X-RAY TECHNICIAN
X-RAY TECHNICIAN – NC

3. 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 seventeen percent (17%) equity adjustment:

AMBULANCE OPERATOR
AMBULANCE OPERATOR – NC
CUSTOMER SERVICE REP I – III
CUSTOMER SERVICE REP I – II - NC
CUSTOMER SERVICE SUPV I – II
HARBOR PATROL OFFICER I – III
SPECIAL SERVICES OFFICER I – V
SPECIAL SERVICES OFFICER III – V ARMED
SPCL SCS OF ARM ARPT PC OF III – IV
SPECIAL SERVICES OFFICER I – II – NC
WATER COMM CENTER SUPERVISOR
WATER COMM DISPATCHER I – II

4. 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 twenty three percent (23%) equity adjustment:

COMMUNITY PROGRAM TECHNICIAN III - IV
HOUSING AIDE I – II
HOUSING AIDE I – II – NC
HOUSING ASSISTANCE COORDINATOR
HOUSING ASSISTANCE COORDINATOR - NC
HOUSING SPECIALIST I – III
HOUSING SPECIALIST I – III - NC

D. Retention Pay

Effective the pay period that includes January 15, 2024, or the third pay period following City Council adoption, whichever comes later, the City will provide a one-time retention payment to IAM represented employees as follows:

1. One thousand dollars ($1,000) for permanent full-time and permanent part-time employees with ten (10) years or more of adjusted service with the City of Long Beach, as of January 1, 2024.

2. Two thousand dollars ($2,000) for permanent full-time and permanent part-time employees with fifteen (15) years or more of adjusted service with the City of Long Beach, as of January 1, 2024.

3. Three thousand dollars ($3,000) for permanent full-time and permanent part-time employees with twenty (20) years or more of adjusted service with the City of Long Beach, as of January 1, 2024.

4. Two thousand five hundred dollars ($2,500) for seasonal and temporary Non-Career employees with four (4) or more years of adjusted service with the City of Long Beach, as of January 1, 2024.

E. Classification Review – Community Program Technician III

The City agrees that it will review the Community Program Technician III position in the Housing Bureau to determine if it should be reclassified. This review will be conducted no later than February 1, 2024 and will be shared with IAM. If the City determines that the Community Program Technician III classification should be reclassified, it shall meet and confer with IAM to discuss those changes and the process for implementing them, as

applicable. The parties agree that such reclassification will not result in additional compensation to the Community Program Technician III classification/grade.

F. Performance Increases

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 above, an employee will advance to the next step of the salary schedule if the employee receives 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. The employee will receive their next step increase in accordance with the provisions above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, the employee 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 Advancement 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 Section I may be extended by mutual agreement of the parties, and such agreement shall not be unreasonably withheld.

Section II – Overtime & Compensatory Time Off

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 workweek, excluding vacation) will be paid at time and one half the regular hourly rate or accrued as Compensatory Time Off (CTO).

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 forty (40) hours.

2. Banked overtime credits shall not exceed 40.0 expanded hours for any non-supervisory bargaining unit employee (I.e., Office & Tech Svcs-Basic, Professional-Basic, Protection-Basic, Peace Officer-Basic) at any one time.

(26.67 straight time hours x 1 ½ = 40)

3. Banked overtime credits shall not exceed 60.0 expanded hours for any supervisory bargaining unit employee (Office & Tech Sacs-Supervisory, Professional-Supervisory, Protection-Supervisory, Peace Officer- Supervisory, Refuse-Supervisory) at any one time.

(40 straight time hours x 1 ½ = 60)

4. 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.

5. 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.

Management retains the sole discretion in granting the request to accrue CTO or to pay it as overtime worked.

Section III – Skill & Other Pays

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 IV - 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 (including vendors or city contractors) 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 (including vendors or city contractors) is in person, face-to-face.

   Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, employees who meet all the criteria shall be paid an additional one dollar and fifty cents ($1.50) per hour. The program shall be governed by the procedures outlined in the Personnel Policy and Procedure regarding Skill Pay. Upon the employee's certification to receive bilingual skill pay, payment shall be made retroactively to the date the employee was assigned to begin utilizing bilingual skills in the course of duty.

   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. Employees pending approval for and/or approved for per diem compensation shall be responsible for tracking the use of bilingual skills to ensure accurate compensation.

Section V - Marksmanship Pay

Marksmanship pay for Special Services Officer III-IV Armed, Harbor Patrol Officer I – III, who are required to attain a required degree of proficiency in marksmanship in the performance of their duties, shall receive additional compensation as provided below:

- Marksman $ 48.00/year
- Sharpshooter $ 96.00/year

- Expert $192.00/year
- Master $384.00/year

a. The Chief of Police or their designee, shall set the qualifying schedule.
b. The additional compensation shall be paid once a year in December.
c. Members must retest every year according to the qualification schedule, to earn the additional compensation amount for that year.
d. The determination of the Chief of Police, or their designee, on all scoring is final and conclusive.
e. The City shall not be entitled to a refund in the event of death or separation from the department.
f. The weapon used to qualify shall be an approved handgun as authorized by the employee's department.
g. Members who qualify as described above who separate from City employment before the annual payment in December, shall receive the marksmanship pay for which they have qualified that year.

Section VI - Night Shift Differential

Night shift differential shall be compensated at one dollar and fifty cents ($1.50) per hour.

Effective the pay period that includes October 1, 2023, or the first full pay period following City Council adoption, whichever comes later, Night Shift Differential shall increase from $1.50 to $2.00.

Night shift differential shall be paid to any 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.

D. Employees who work between the hours of 6:00 pm and 6:00am as part of an overtime, extended or call back shift shall be paid the Night Shift Differential only for each hour actually worked between the hours of 6:00 pm and 6:00 am.

Employees are not eligible for night shift differential pay for special assignments. For the purposes of night shift differential, a special assignment is an assignment where an employee is temporarily assigned to a work shift between the hours of 6:00 pm and 6:00 am, on a short term and/or limited basis, and is expected to return to a regular work shift that is not eligible for night shift differential. An assignment would be considered a regularly scheduled shift when an employee has a work schedule change to a work shift within the hours of 6:00 pm and 6:00 am for a minimum of one full pay period and there is no intent or expectation that the employee will return to a shift that is not eligible for night shift differential pay.

Employees are not eligible for night shift differential pay for an overtime shift between the hours of 6:00 pm and 6:00 am, unless it is an extended shift. An extended shift applies to an employee who receives night shift differential for a regularly scheduled work shift and works continuous hours beyond the regularly scheduled work shift between the hours of 6:00 pm and 6:00 am. Coming in prior to the shift would not qualify for night shift differential.

Section VII - Higher Classification Pay

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 officer or division manager, shall be paid an additional one dollar ($1.00) per hour.

Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, the City will increase Higher Classification pay from $1.00 to $2.00 per hour, provided 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 their designee, in writing.

E. In cases where an employee may serve in a higher classification capacity for an extended period longer than six (6) months due to expected challenges in filling the budgeted vacancy, the department will seek approval from the Civil Service Department to initiate a provisional recruitment process.

Section VIII - Mileage Reimbursement

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

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

B. Any City employee whose official duties require intermittent or routine transportation and is not authorized use of a City vehicle, will be authorized to use their personal vehicle for the performance of official duties and shall be reimbursed by the City at the current IRS mileage rate. Any employee who drives 300 or more miles in any calendar month in the performance of their duties shall be reimbursed at the current IRS mileage rate plus an additional $0.10 per mile. If an employee's annual monthly mileage average in a calendar year is equal to or over 300 miles per month, reimbursement of the additional $0.10 per mile shall be paid at the end of the calendar year for those months that were paid at the lower rate. Employees will not receive additional compensation for those miles already paid at the higher rate.

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

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

E. Mileage reimbursement shall be administered in accordance with Administrative Regulation 4-2 Employee Transportation Authorization and Control.

Section IX - Standby Pay

Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, Standby Pay shall be increased from one dollar and fifty cents ($1.50) to two dollars ($2.00) per hour for each full hour of standby duty.

A. Employees who are released from active duty but 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. Effective the pay period that includes October 1, 2023 or the first full pay period following City Council adoption, whichever comes later, standby duty for the following classifications shall be compensated at three dollars ($3.00) per hour for each full hour of standby duty:

- Criminalist II
- Forensic Specialist II

Section X - Call Back

Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. Except as otherwise indicated in the provisions below, an employee must report for work in order to be eligible for compensation.

A. Employees who are called back to work after completion of their regular shift, and have left the work location, shall receive one (1) hour of travel time plus the time actually worked at time and one half, but in no event will the employee receive less than three (3) hours, except as provided for in Section VII.B & C below: In no event can an employee receive multiple minimum call back payments within the same three (3) hours. Should an employee be called back to work on separate occasions within the same three (3) hour period, they are not eligible for an additional three (3) hour minimum.

Examples:

0.5 hours worked
1.0 hour travel time (standard)

1.5 total time = 3.0 hours paid (minimum)

2.5 hours worked
1.0 hour travel time (standard)
3.5 hours paid

Separate Call Back Occasions Within the Same Three (3) Hours

1.0 hour worked (1st call back)
1.0 hour travel time (standard)
0.5 hours worked (2nd call back)
1.0 hour travel time (standard)
3.5 hours paid

B. 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 straight time.

C. Employees who are called back to work after completion of their regular work shift and have left the work location that are able to take action to resolve an after-hours situation via phone or other electronic means without reporting to duty, shall receive 15 minutes minimum at time and one-half 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 - 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	Mechanical Equipment Stock Clerk I – II, Police Property & Supply Clerk I – II; Refuse Field Investigator; Refuse Supervisor; School Guard I – II; Stock & Receiving Clerk; Storekeeper I – II

UA 4	$8.65	$224.90	Animal Control Officer I – III, Animal Control Officer (NC); Animal Health Technician; Forensic Specialist I – II; Forensic Specialist II – NC; Forensic Specialist Supervisor; Harbor Patrol Officer I – III; Identification Technician; Marina Agent I – III; Marina Supervisor I – II; Marina Aide; Marina Aide – NC; Park Naturalist; Parking Control Checker I – II; Parking Control Checker – NC; Parking Control Supervisor; Police Services Assistant; Police Services Specialist I – III; Senior Animal Control Officer; Special Services Officer I – IV; Special Services Officer III – IV (Armed)
UA 5	$1.08	$28.08	Pool Lifeguard I – II (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:

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

***Temporary 4-Year 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 on January 7, 2027. The vacation cap will revert to a 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 five (5) years of service and 400 vacation accruals on 1/8/2027, 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:

Personal Holiday Hours	Hours Advanced	Hours Accrued Per Pay Period	Accrual Maximum
Regular Holiday Schedule	32.0	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, in accordance with Division/Bureau/Department procedures.

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:

    1. Upon an employee's separation of employment with the City;

2. 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 additional 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 fifteen (15) eight-hour (8) 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 Type	Hours Accrued per pay period	Annual Accrual
Sick Leave	3.70	96.2

B. Sick leave – Non-Career Employees

City of Long Beach employees subject to Assembly Bill 1522, will earn one (1) hour of sick leave for every 30 hours worked, including any overtime hours, up to a maximum accrual of 48 hours. Other eligibility criteria are indicated in the City of Long Beach AB1522 Sick Leave Accrual Implementation Guide.

1. Maximum Annual Usage - City of Long Beach employees who are subject to Assembly Bill 1522 are limited to sick leave usage of 24 hours within a payroll calendar year.

   In cases where an employee's status changes from Permanent Full-time (PFT) to Seasonal or Temporary Part-time (SPT/TPT), any sick leave hours used in the same payroll calendar year prior to becoming a SPT or TPT, will count toward the maximum sick leave usage allowed per year. If an employee reverts back to a PFT, sick leave accrual and usage allowance will be adjusted accordingly.

   Effective January 1, 2025, Non-career employees shall be able to utilize all accrued, available Sick Leave up to 48 hours.

2. Maximum Accrual and Rollover - City of Long Beach employees who are subject to AB1522 can accrue sick leave up to a maximum of 48 hours. If the employee has utilized the maximum of 24 hours of sick leave during the payroll calendar period, the employee will continue to accrue sick leave hours up to a maximum of 48 hours. The used sick leave is still counted toward the overall maximum accrual.

C. 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).

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. The City will provide the union a list of members on catastrophic leave at the beginning of each month commencing October 1, 2023 and the beginning of each calendar month after that.

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 becomes 26.

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, are eligible for up to five (5) days of unpaid bereavement leave for the death or 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 three (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 up to three (3) paid Bereavement Leave (BL) days per occurrence (eligible family member death or critical illness, where death appears imminent), 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 (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

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 may use available Sick Leave accruals to compensate their bereavement leave.

1. Employees with insufficient Sick Leave accruals can take unpaid Authorized Leave (AL).

G. Any paid (BL, SF, VA/HL/IH, etc.) or unpaid (AL) absence related to bereavement leave (including absences for critical illness where death appears imminent) should be coded on timecards using tracking code, BA (Index code XCNPTO).

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 – 3rd Monday in January
3. Washington's Birthday – 3rd 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 after November 1st
9. Thanksgiving – 4th Thursday in November
10. Day after Thanksgiving – Friday 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, and 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. In the event that the Federal, State, or City Council mandates Cesar Chavez Day as a holiday, the City will meet and confer with the Union. This provision shall also apply to the credit applicable to personal holidays.

B. 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.

C. 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 8 hours.

D. 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.

E. 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 Service

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 (160) hours of Paid Parental Leave at the employee's 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 12-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest 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 1st, during the term of this agreement and thereafter, increases in the costs for the health, dental and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

1. Employees with the 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 the 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 the excess of their cap, twenty-five dollars ($25) for single or two-party coverage or thirty dollars ($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 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.

6. The increase limits addressed in this section refer to plans in existence during the term of this agreement. Any new plans developed and offered to City employees will have an appropriate shared cost structure developed.

7. Any future changes in the maximum City contribution for health, dental and life insurance benefits or employee contributions made through payroll deductions agreed to by other unions in the City will be applied to IAM members in the same manner and in equivalent amounts.

C. During the term of this Agreement only, the parties agree to work through the HIAC to mitigate employee benefit program cost increases. 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.

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefit levels, and addition or deletion of plans.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans during the term of this agreement. Every effort should be made to have these recommendations to the City Manager annually by August 15th of each year. The City Manager will consider these recommendations prior to making their final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the Union of their recommendations in writing at least seven (7) calendar days before they submit them to the City Council for approval.

D. 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 insurance carrier.

II. Permanent Part-Time Employees

A. Permanent part-time employees are eligible to enroll in health coverage.

B. In lieu of insurance benefits, employees holding permanent part-time positions shall be paid $2.529 for each hour worked (equivalent to $440 for every 174.0 hours worked), effective January 2024.

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 (1st) 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 1st 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 1st of the month following 30 days of employment. If forms are not received timely, the employee (only) will be enrolled into the 1-party PPO plan for health, dental and vision coverage.

D. Benefit deductions are processed a month in advance of coverage, so new employees will have retroactive deductions reflected on paychecks.

Section III – 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 their 26th birthday.

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

Section IV – 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 days 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 only Sick Leave accruals.

B. Long-Term Disability

The City shall provide a Long-Term Disability (LTD) Plan to employees in the unit that provides disability payments to employees 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 only Sick Leave accruals.

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

1. For employees who are eligible for and enrolled in the California Public Employees Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, an amount equal to six-eighths (6/8) of his/her eight percent (8%) individual employee contribution.

2. The City amended its contract with CalPERS to implement a new tier of retirement benefit for employees hired on or after October 1, 2006. The new tier benefit is 2.5% at 55 Modified retirement formula.

3. Effective January 1, 2013, or shortly thereafter, for employees who are eligible for and enrolled in the California Public Employee Retirement System (CalPERS) the City shall contribute on behalf of each eligible employee who is a CalPERS member, zero percent (0%) of his or her individual employee contribution. Effective January 1, 2013, or shortly thereafter, employees shall contribute from their annual salary their full employee contribution to CalPERS.

4. In accordance with state law, the IAM agrees to implement a new retirement formula of 2.0% @ 62 for those employees hired on or after January 1, 2013, who are new members to CalPERS as defined by California Government Code section 7522.04. These employees shall contribute from their annual salary their full employee contribution to CalPERS in the amount legally mandated pursuant to California government Code sec. 7522.30. Final compensation for employees hired on or after January 1, 2013, who are new members to CalPERS will be calculated based on a three-year average in accordance with California Government Code sec. 7522.32.

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

Effective January 26, 2013, the City will no longer designate EPMC as compensation earnable and report it as such to PERS.

C. CalPERS/PARS Retirement Option

Both parties agree to jointly explore and pursue a retirement option through a combination of the California Public Employees Retirement System (CalPERS) and the Public Agency Retirement Services (PARS) that will provide a similar

benefit of 2.5%@55, for those employees hired after the CalPERS contract has been amended and a PARS contract has been approved. In order for employees covered under this provision to qualify for the 2.5%@55 benefit, they must retire from the City of Long Beach with at least five years of service and are age 55 or over.

PARS is a private firm that establishes and administers public pension plans and will utilize a defined benefit plan under Section 401(a) of the Internal Revenue Code.

D. Superfunding

In the event the City is advised by CalPERS that it is no longer required to make the employees' contribution into the retirement system, payroll deductions of employee contributions will cease. If the City is required to make the employees' contribution at a future date, payroll deduction for employee contributions shall resume as prescribed in Section I.A.

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 their 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 is the first and second occurrence of temporary total disability during the fiscal year. This applies solely to employees represented by the Refuse Unit.

5. 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.

6. 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 90 calendar days. The amount will be equal to seventy-five percent (75%) of their 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 their 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

Each employee shall observe a one (1) hour meal period each shift. A shorter meal period may be approved by the Department Head / or designee, if it is determined to be operationally advantageous.

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, Monday through Friday, totaling a forty (40) hour work week. Employees working a standard (5/40) schedule shall have a FLSA workweek designated as beginning at 12:01 AM on Saturday and ending at 12:00 AM the following Saturday.

2. Alternate Work Schedules

a) 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:

- Participation in the 9/80 work schedule is optional. No employee is required, nor will they be compelled to participate.

- 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 eight (8) hour per day schedule.

- 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).

- Employees working a 9/80 work schedule, shall have a FLSA workweek designated as beginning exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating regular day off.

- 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 department's 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 (4) schedules 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 the eight (8)-hour workday. Once the schedule has been designated, an employee's RDO or 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.

24-Hour or 7 Day 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.

b) 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 be in compliance with 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. 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.

c) Other Work Schedules

Other work schedule alternatives may be approved by the Department Head or designee, 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.

B. Work Schedule Approvals

Alternate Work Schedules (work schedules other than the standard 5/40 work schedule) must be approved by the Department Head or designee authority.

C. Alternate Work Schedules and Premium Pay

1. 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.

2. An alternate work schedule should not increase requirements for overtime pay.

Section III – Employee Parking

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, there shall be a minimum of 300 spaces for members and those employees represented by the Union. 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.

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

Section IV – Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as 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.

The minimum free from duty period between shifts for IAM represented employees, shall be no less than eight (8) hours, except where a longer rest period is mandated by law. Public Safety Dispatchers shall not serve consecutive 16-hour shifts.

This requirement 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 V - Personnel Files

An employee or their Union representative (Union Officers or Shop Stewards) with written consent of the employee, shall be entitled to review all of their 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 their work performance or conduct including written reprimands if such statement is to be placed in the employee's file. No such material shall be filed until an employee has had the opportunity to challenge any such material. A challenge shall be presented through the grievance procedure up to step two as set forth in Article VII. A challenge may result in modification of information contained in the issued document as a result of the challenge through the grievance procedure. Challenges must be made within 20 calendar days of the employee receipt of the written material. The decision of the step two grievance is final and not subject to arbitration.

At the employee's request in writing, all disciplinary memoranda for minor offenses, including

suspensions not to exceed two (2) days constructive action and all tardy slips and notes of absenteeism, shall be sealed for reasons that such items shall not be used against the employee thereafter, if no further disciplinary action directly relating to the original memoranda has been taken against the employee within two (2) years following issuance of the memoranda.

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, they may file a grievance pursuant to Article VII. However, the grievance resolution shall be final and binding when it gets to the Director of Human Resources 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 one hundred eighty (180) calendar 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, Workers' Compensation, etc., shall be excluded from the one hundred eighty (180) day limit. Notwithstanding the foregoing, the one hundred eighty (180) day period may be extended in cases requiring significant (formal administrative or external) investigation, at which time the department will notify the employee and/or their Union representative. If an employee believes the reprimand was not served in a reasonable time, they can only appeal the timeliness of the service to the Director of Human Resources or designee.

Section VI – 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 VII – 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 VIII – 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 IX – Labor/Management Meetings

A. The parties agree to meet as needed, but not more frequently than one time per month, by Department, unless mutually agreed to by the parties, in an effort to resolve issues of mutual concern regarding employee relations. These meetings shall be comprised of City representatives, Union representatives, and employee representatives. The parties shall select their respective representatives. These meetings may involve discussion of issues such as work schedules, uniforms, or any matter that either party wishes to present for consideration. The parties, by mutual agreement, may make recommendations on issues that have been discussed. The parties shall have no authority, however, to delete, modify, or change the terms of this MOU, nor to settle any grievance being processed under a different article of this MOU. All matters presented shall be given due consideration. Follow up will be provided in writing within ten (10) working days, unless mutually agreed upon by both parties.

B. The parties agree to convene a meeting of the Labor Management Committee ("LMC") in any Department where the Union believes there is a problem with the current practice of vacation scheduling in any Bureau, Division, or Section.

Each Department shall post on its bulletin board, information on the links to the Human Resources Department of the City where current, relevant information can be obtained on vacation pay-off.

Section X – Safety Committee

The Risk Manager and City Safety Officer will meet quarterly with one Union representative and three 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 XI – 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

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 for each fiscal year. The parties agree to convene a Labor Management Committee ("LMC") to discuss how much funding, if any, the City will budget for the education assistance program for FY25, and FY26 and how it will be distributed to employees covered by this agreement. This LMC will be initiated by December 1, 2023 with the goal that the negotiations about this topic will be completed by July 31, 2024.

Section XII – 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 IAM 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 XIII –Termination of Unclassified (including Non-Career) Employment

When an unclassified, as-needed, temporary, or seasonal employee is terminated, they shall receive written notice that includes the effective date and the reason for their termination. The notice will inform the employee that they have five (5) business days from the effective date of the termination to submit a written response to their department Administrative Officer/designee indicating why they should not be terminated (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). The department will review the written response and respond in writing within ten (10) business days of the submitted response. The department's decision will be final.

Section XIV - Work Out of Classification

An employee who believes they are working out of their classification, as defined as continually assigned duties that either belong to or are more appropriately encompassed by another classification more than 25% of the time, can request a position desk audit to be completed. The position desk audit will be completed within 120 calendar days from the date the completed form is submitted to the Department of Human Resources. The Department of Human Resources will conduct a position desk audit and will serve as the final arbiter of determinations of whether the employee is working out of classification. The Department of Human Resources will provide a recommendation to the employee's Department Head, and the position desk audit can result in

either of the following determinations:

1. The duties performed are within the job classification and no changes are made.

2. The duties performed are not within the job classification and the out of classification duties will be reallocated to the appropriate position.

Upon receiving the recommendation from the Department of Human Resources, the Department Head has 30 (thirty) days to implement the recommended determination.

Section XV - Donning and Doffing Time

Special Services Officers assigned to the Police Department, Harbor Patrol Officers and Animal Control Officers will be granted ten (10) minutes for work related activities including donning, at the beginning of their regular shift. In addition, they will be provided fifteen (15) minutes prior to the end of their shift for work-related activities, including doffing. This time is included in regular pay. Donning and doffing refers to the practice of putting on and/or taking off protective gear, clothing, and uniforms.

Section XVI - Paid Administrative Leave

The City will initiate a meet and confer with the IAM by June 30, 2024, regarding the implementation of paid administrative leave for the summary suspension of classified employees.

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 their 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.

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 their 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 period specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Union staff, or Union representative (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 their 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 their 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 their 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 after the meeting, the Department Head 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 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 after the meeting, the Director of Human Resources 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.

Step Four – City Manager

A. 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 the employee 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
UNIT PROVISIONS

Section I - Refuse Unit (Supervisory)

1. Truck Spraying

   Refuse packers shall be sprayed for insects, rodents, maggots, etc., on a quarterly basis.

2. Air Seats, Rear and Side Lights
   Air seats, rear, and side lights shall be provided on all Refuse Packers.

3. Trash Code

   The City will strictly enforce those sections of the Municipal Code relating to trash and rubbish. No employees will be required to perform any duty that is contrary to Municipal Code Sections 860.010 – 860.260, unless trash or debris problems which constitute a fire, health, or traffic hazard or a public nuisance exist which require immediate action.

   The City will strictly enforce those sections of the Municipal Code relating to trash containers.

   The City will continue its special pickups for which residents pay a fee, and special cleanup programs.

4. Vehicle, Equipment, and Uniform Purchase

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

5. Safety Meetings

   The City shall hold scheduled safety and training meetings for all Refuse Unit employees. Said meetings shall include such topics as: Vehicle Code, OSHA regulations, proper use of safety equipment, and City health regulations.

6. Requesting Absence on Holiday

   Refuse Unit Employees who wish to be off on a holiday shall notify the dispatcher in advance of the holiday. After minimum staffing requirements have been fulfilled, employees desiring to be off on such holiday shall be selected on a first sign-up

basis. The sign-up sheets shall be made available immediately following the celebration of a past holiday.

7. Seniority for Vacation and Overtime Scheduling

    a. For purposes of vacation scheduling, subject to required staffing levels, seniority shall apply. The employee with the greatest amount of seniority by classification in the Refuse Division shall be entitled to select his/her vacation schedule first with the employee possessing the lowest seniority selecting vacation schedule last.

    b. For purposes of working overtime, the District Supervisors will recruit the necessary crews on a voluntary basis. In the event that more employees than are required volunteer to work the overtime, the most senior employees by classification in the District shall be entitled to work the overtime. Failure to obtain the necessary volunteers will result in the District Supervisor assigning overtime starting with the employee with the least seniority by classification in the District.

8. Suggestion Box

    a. The City shall provide a suggestion box for employees input for the effective operations of the Refuse Division. Suggestions are to be reviewed by the Joint Labor-Management Committee, if applicable.

9. Vacation Split Option

    a. Employees of the Refuse Unit shall have the option of either taking all of their vacation at one time, or splitting their vacation once during the calendar year.

10. Career Development Program

    The City and Refuse Unit representatives will continue to work toward the implementation of a formal career development program through the Joint Labor-Management Committee. The City shall formally explore career development in the Joint Labor-Management Committee including such things as rotating employees out of terminal positions with no loss in pay or future pay increases, providing a per diem skill pay, and using overtime premium savings to offset the career development program. It is understood that if the unit goes to a holiday in- lieu schedule, any savings there from would be earmarked to the two different tiered groups respectively. Any change must be by mutual agreement.

11. Joint Labor-Management Committee

    a. Purpose

In order to achieve and maintain a beneficial relationship through continuing communications, the City and the Union do hereby establish a Joint Labor-Management Committee for the Refuse Unit. The purpose of the Committee is to discuss, explore, study, and resolve problems referred to it by the parties of this MOU.

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

a. Committee Membership

Union: Three employee representatives of the Refuse Unit, Designated Business Representative of the Union or his/her designee.

City: Superintendent – Refuse or his/her designee, three designated management representatives.
Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desired. The three (3) employee representatives and the three (3) designated management representatives may be rotated every eighteen (18) months.

b. Chairperson

Chairperson shall alternate monthly between the Union and management. Each party will determine whether it will have a permanent chairperson or rotating chairpersons.

c. Conduct of Meetings

Meetings shall be held once a month and shall be no more than two (2) hours in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.

An agenda shall be submitted to both parties forty-eight (48) hours prior to the meetings. At the first meeting a specific day and time shall be selected for future meetings. Topics not on the agenda shall not be discussed, but rather shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The agenda shall include a brief discussion of each

item to be discussed. Discussion of agenda topics will be alternated, with the party occupying the chair exercising the right to designate the first topic.

d. General Guidelines

1. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.

2. No grievances being processed under another part of this MOU shall be discussed and no bargaining shall take place.

3. Topics that could lead to grievances may be discussed.

4. Each person wishing to speak shall be recognized by the Chairperson before speaking.

5. The Chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.

6. 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.

16. Load Monitors

The Joint Labor-Management Committee will develop an implementation strategy for installation of reliable and easily comprehensible load monitors on all refuse trucks. This plan will include a regular schedule of calibration of the equipment with the intent to keep all monitors in working order.

17. Safety Equipment

All employees exposed to hazards which could lead to injury will be provided with appropriate personal protective equipment as required by law. Equipment will include steel-toed boots, safety glasses with side shields, respirators, and aprons. Refuse Division management and the City Safety Officer will determine which employees are actually exposed to hazards requiring use of the equipment. Input will be sought from members of the Labor Management Committee on the selection of equipment. However, management reserves the right to set equipment standards and make the final decisions on selection and purchase. Use of this equipment will be mandatory. In no event will an employee who is on disability leave receive safety equipment under this program.

Section II - Professional Units (Basic and Supervisory)

1. Nurses, Nurse Practitioners and Public Health Nurses
   Employees in the above classifications, who are required by California law to continue taking continuing educational units, shall either be released with pay during working hours or have their work schedules adjusted to accommodate non- work-hour course work for such time as it takes to attend the class. No time shall be authorized for any homework time. Management retains the final authority to decide which course work is job related but will not be unreasonable in its decision. The above employees must provide management with the available continuing educational programs and attempt to schedule classes that meet the needs of both parties.

2. Employees in the classifications of Criminalist I-III, and Public Health Associate III that are assigned to the jail ("Jail Nurse"), shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the employee officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater. Employees ordered to P.M. "Be There" who were not on "Be There" status for the A.M., will receive 3 hours of overtime.

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

3. Animal Health Technicians

   The Animal Health Technician classification will receive a title change to Registered Veterinary Technician.

4. Professional Certification Incentive Program – Eligible employees shall receive additional compensation, a $200 per month incentive pay, as specified in the Salary

Resolution, for maintaining a qualifying professional certification or license which has been reviewed and approved by the Department of Human Resources. The professional certification or license represents extraordinary and exceptional professional competency.

a) Eligibility - Employees in classifications represented by the Professional Units of the International Association of Machinists and Aerospace Workers are eligible for the Professional Certification Incentive Program when possessing an authorized license or certificate that reflects their achievement in attaining certification for professional excellence and experience.

b) Qualifying License/Certification - The professional certificate or license must be of the highest measure and meet the following criteria:

- The professional license or certification must be issued by either the State of California or a nationally recognized professional organization that administers a nationwide competency examination recognized by the City as a standard of excellence and professional competency.

- The license or professional certification shall be directly applicable to the employee's classification, and shall be over and above the basic job qualifications required for the position held.

- The license or certification must be renewed through additional testing or some form of recertification; i.e., taking additional approved classes each year.

- All licenses or certifications must be evaluated and approved by the Director of Human Resources before they may be considered for this program. Decisions by the Director of Human Resources regarding eligibility are final. The Director of Human Resources shall provide the reason for denial in writing to the employee's department that they can forward to the employee, upon request.

c) Conditions and Exceptions

1. Employees possessing a license or certificate that meets the criteria established above, and that has been authorized by Director of Human Resources must submit a transmittal along with proof of license or certification to the Department of Human Resources.

2. In addition to proof of license or certification, an employee must submit copies of qualifying continuous professional training or education. The continuous professional training or education must be consistent with the certifying organization's criteria. Employees must submit the appropriate number of

continuous training or education hours required for recertification by the governing body of their specific certification. The Department of Human Resources will track and verify that the continuous training or education hours submitted are to the standard and exceptional competency level that is required of the program.

3. The qualified period for additional compensation under the Professional Certification Incentive Program is determined annually and is based on the month in which the license or certification is received. Once eligible, qualified employees will receive the incentive pay on the first day of the month following the date that they were granted the license or certification. For example, if the license or certificate is earned on March 10, 20XX, then the employee is qualified to receive additional compensation starting April 1, 20XX and ending April of the next year. Proof of license or certification must be submitted one month prior to the expiration of the license or certificate.

4. Employees are not eligible for the professional Certification Incentive Program when the license or certification is required in the employee's existing grade level distinguishing characteristic, or when the employee is already compensated for the license or certificate by another incentive or skill pay.

d) Compensation

Professional Certification Incentive Pay shall be paid at a flat monthly allowance. Payment of the incentive pay will be received on the second paycheck of each eligible month. At no time will an employee receive additional compensation for holding more than one qualifying license or certification.

Section III - Office and Technical Units (Basic and Supervisory)

1. Employees in the classifications of Identification Technician, Public Safety Dispatcher I-IV, Communications Center Supervisor and Communications Center Coordinator shall be eligible for the following court appearance pay:

A.M. "On Call"	1 hour of overtime
P.M. "On Call"	1 hour of overtime
A.M. "Be There"	3 hours of overtime
P.M. "Be There"	Hours actually worked at the overtime rate if the employee was on "be there" status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the employee shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater.

Employees ordered to P.M. “Be There” who were not on “Be There” status for the A.M., will receive 3 hours of overtime.

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

Section IV - Protection Unit (Basic and Supervisory)

1. The City shall provide all Security Officers (current and newly assigned) in the Jail Division with training per amended Section 831 as it relates to Section 832 of the California Penal Code (Jail Operations Course).

2. School Guards

   Any School Guard I that has accumulated four years of total City service (equivalent to over 8,350 hours) shall be placed as a School Guard II.

3. Uniform Issue Standards

   Applicable departments will develop and publish minimum standards for uniform issue, by assignment, within ninety (90) days of the execution of the Memorandum of Understanding.

4. Uniform Purchase

   Employee input shall be sought on any proposed changes to uniforms or the selection and purchase of new uniform items. Management, however, reserves the right to make the final decision on the selection and purchase of new uniform items.

5. Court Appearance

A.M. “On Call”	1 hour of overtime
P.M. “On Call”	1 hour of overtime
A.M. “Be There”	3 hours of overtime
P.M. “Be There”	Hours actually worked at the overtime rate if the employee was on “be there” status in the A.M. However, if an employee is required to report to court in the P.M., and is released from court by the Prosecutor or District Attorney, the officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater. Employees ordered to P.M. “Be There” who were not on “Be There” status for the A.M. will receive 3 hours of overtime.

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

6. In order to achieve and maintain a beneficial relationship through continuing communications, a Joint Labor-Management Committee shall be established in the Police Department-Jail.

7. Jail Security Officer Side Letter

   The following practices shall apply to Detention Officers and Detention Officer Supervisors assigned to the Jail Division of the Police Department:

   a. The selection of vacation schedules shall be based upon “departmental seniority”, except during periods of extreme critical shortage. “Departmental Seniority” is computed from date of assignment to the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.

   b. The selection of shift, days off, and holidays shall be based upon “division seniority”, except during periods of extreme critical shortage. “Division Seniority” is computed from the date of assignment to the Jail Division of the Police Department for Detention Officers and from the date of promotion for Detention Officer Supervisors.

   c. If an employee resigns from the Police Department and is later rehired in the Jail Division, the employee forfeits all seniority accumulated prior to their resignation, and seniority will be computed from their date of re-hire. This provision is not intended to impact on any previous agreements presently in effect with individual employees regarding the computation of seniority.

      This provision shall affect all persons who resigned subsequent to December 12, 1977.

   d. For the purposes of this Side Letter, seniority (departmental and division) for Detention Officers and Detention Officer Supervisors shall operate independently.

   e. Once the shift and holiday schedule has been established, an employee shall not be allowed to “bump” a less senior employee. When an opening occurs in the shift schedule or holiday schedule, new schedules may be established on the basis of seniority.

f. Employees, involuntarily assigned to a division other than the Jail Division or Department or other than Police Department will not lose “division/departmental seniority”, as applicable, as a result of such assignment.

g. Employees who voluntarily accept assignments to another division within the Police Department or with another City department will not accumulate “division/departmental seniority” within the Jail Division while working outside the Jail. If an Officer returns to the Jail Division, they will be credited only for seniority earned working in the Jail.

h. Employees who are absent from work due to lay-off or extended illness will retain their accumulated “division/departmental seniority” upon return to work.

i. Employees who are on probation or otherwise being trained may be exempt from a change of work assignment based on inverse seniority. The Jail Division command officers shall review each case individually to determine if a change in work schedule would be detrimental to the employee’s training program.

j. The management of the Police Department may make adjustments to work assignments and vacation schedules to meet Departmental needs. It is understood that whenever such adjustments are made, the policy outlined above shall be adhered to as closely as possible.

It should be noted that seniority as defined in the Civil Service Rules and Regulations is applicable only under the conditions outlined in that document.

8. Concealed Weapon Permit Fee

If a Special Services Officer, Special Services Officer Armed Airport Peace Officer, or Harbor Patrol Officer carries a weapon for the City of Long Beach and applies for a concealed weapon permit in Long Beach, the City will, consistent with applicable laws and regulations, waive the application fee for a concealed weapon permit. The Harbor department will reimburse Harbor Patrol Officer’s permit fee. The Chief of Police has the authority to reject an application for a concealed weapon permit for any reason.

Section V – Peace Officer Units (Basic and Supervisory)

1. Uniform Issue Standards

Applicable departments will develop and publish minimum standards for uniform issue, by assignment, within ninety (90) days of the execution of the Memorandum of Understanding.

2. Uniform Purchase

Employee input shall be sought on any proposed changes to uniforms or the selection and purchase of new uniform items. Management, however, reserves the right to make the final decision on the selection and purchase of new uniform items.

3. Court Appearance

A.M. “On Call”	1 hour of overtime
P.M. “On Call”	1 hour of overtime
A.M. “Be There”	3 hours of overtime
P.M. “Be There”	Hours actually worked at the overtime rate if the employee was on “be there” status in the A.M. However, if an employee is required to report to court in the P.M. and is released from court by the Prosecutor or District Attorney, the officer shall receive a minimum of ½ hour of overtime or hours actually worked, whatever is greater. Employees ordered to P.M. “Be There” who were not on “Be There” status for the A.M., will receive 3 hours of overtime.

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

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 January 1, 2026 to February 1, 2026, its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this 18 day of November, 2023

THE LONG BEACH CITY EMPLOYEES' LOCAL LODGE 1930, DISTRICT LODGE 947 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

Ashley Gunckel
Chief Negotiator, IAMAW Business Representative

Brandon Nottingham
IAMAW Business Representative

Natalie Gonzalez
President, IAMAW Committee Member

Nadith Schuster
IAMAW Committee Member

Robert Torrez
IAMAW Committee Member

Victoria Bonillas
IAMAW Committee Member

Eligio Garcia
IAMAW Committee Member

Joi Dailey
IAMAW Committee Member

CITY OF LONG BEACH

Thomas B. Modica
City Manager

Linda F. Tatum
Assistant City Manager

Joe Ambrosini
Director of Human Resources

Sandra Aguilar
Acting Chief of Labor Relations

Irma Rodriguez Moisa
Chief Negotiator, AALR

Sheree Valdoria
Special Projects Officer, Labor Relations

Sarah Del Campo
Personnel Analyst, Labor Relations

Sunita Shelly
Personnel Analyst, Labor Relations

Norberto Ledesma
IAMAW Committee Member

Eric Woodbey
IAMAW Committee Member

Roeun Khiev
IAMAW Committee Member

Dan Gonzalez
IAMAW Committee Member

Judit Pocsai
IAMAW Committee Member

Julissa Salas
IAMAW Committee Member

Sheridan Cazarez
IAMAW Committee Member

Carla Pulido-Jordan
IAMAW Committee Member

Mechelle Smothers
IAMAW Committee Member

Adrienne Henderson
IAMAW Committee Member

Natalie Mifflin
IAMAW Committee Member

Arkeishanae Pink
IAMAW Committee Member

Eileen Rodriguez
IAMAW Committee Member

Kat Kacoullas
IAMAW Committee Member

Nate Khem
IAMAW Committee Member

Rosa Parra-Monroy
IAMAW Committee Member

Vilma Hernandez
IAMAW Committee Member

APPROVED AS TO FORM:

Gary J. Anderson, Assistant City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS BY BARGAINING UNITS

IAM-OFFICE & TECH SVCS-BASIC

ACCOUNTING CLERK I
ACCOUNTING CLERK II
ACCOUNTING CLERK III
ACCOUNTING CLERK III-NC
ACCOUNTING CLERK II-NC
ACCOUNTING CLERK I-NC
ACCOUNTING TECHNICIAN
ADMINISTRATIVE AIDE I
ADMINISTRATIVE AIDE II
ADMINISTRATIVE AIDE III (I)
ADMINISTRATIVE PROJECTS COORD
AIRPORT OPERATIONS ASST I
AIRPORT OPERATIONS ASST II
AIRPORT OPERATIONS ASST I-NC
ANIMAL HEALTH TECHNICIAN
ASSISTANT BUYER-NC
ASST BUYER
ASST BUYER I
ASST BUYER II
CARGO AUDIT CLERK I
CARGO AUDIT CLERK II
CARGO AUDIT CLERK III
CARGO AUDIT CLERK IV
CASE MANAGER I
CASE MANAGER II
CASE MANAGER III
CITY CLERK ANALYST
CITY CLERK ASSISTANT
CITY CLERK SPECIALIST
CLERICAL AIDE II-NC
CLERICAL AIDE I-NC
CLERK I
CLERK II
CLERK III
CLERK III-NC
CLERK II-NC
CLERK I-NC
CLERK TYPIST I
CLERK TYPIST II
CLERK TYPIST III
CLERK TYPIST III-NC
CLERK TYPIST II-NC
CLERK TYPIST I-NC
CLERK TYPIST IV
CLERK TYPIST V (I)
COMM DEVEL CLERICAL ASST I
COMM DEVEL CLERICAL ASST II
COMM DEVEL CLERICAL ASST III
COMMUNICATION SPECLST I
COMMUNICATION SPECLST II
COMMUNICATION SPECLST III
COMMUNICATIONS ASSISTANT I
COMMUNICATIONS ASSISTANT II
COMMUNICATIONS ASSISTANT III
COMMUNITY INFORMATION SPEC I
COMMUNITY INFORMATION SPEC II
COMMUNITY PROGRAM TECH I
COMMUNITY PROGRAM TECH II
COMMUNITY PROGRAM TECH III
COMMUNITY PROGRAM TECH IV
COMMUNITY RELATIONS ASST I (I)
COMMUNITY RELATIONS ASST II (I)
COMMUNITY RELATIONS ASST I-NC (I)
COMMUNITY WORKER
COMMUNITY WORKER-NC
CONTRACT ADMINISTRATOR I
CONTRACT ADMINISTRATOR II
COUNCILMANIC SECRETARY
CUSTOMER SERVICE REP I
CUSTOMER SERVICE REP II
CUSTOMER SERVICE REP III
CUSTOMER SERVICE REP III-NC
CUSTOMER SERVICE REP II-NC
CUSTOMER SERVICE REP I-NC
DATA COMMUNICATIONS COORD I (I)
DATA COMMUNICATIONS COORD II (I)
DATA ENTRY OPERATOR I (I)
DATA ENTRY OPERATOR II (I)
DATA ENTRY OPERATOR I-NC
DATA ENTRY OPERATOR II-NC
DATA PROCESSING ASSISTANT
DEPUTY CITY CLERK I
DEPUTY CITY CLERK II

FINGERPRINT CLASSIFIER
FORENSIC SPECIALIST I
FORENSIC SPECIALIST II
FORENSIC SPECIALIST II-NC
GEOGRAPHIC INFO SYS TECH I
GEOGRAPHIC INFO SYS TECH II
GRAPHIC ARTIST
GRAPHICS TECHNICIAN
HOUSING AIDE I
HOUSING AIDE II
HOUSING REHABILITATION CNSLR
HOUSING SPECIALIST I
HOUSING SPECIALIST II
HOUSING SPECIALIST III
IDENTIFICATION TECHNICIAN (I)
LABORATORY ANALYST I
LABORATORY ANALYST II
LABORATORY ANALYST III
LABORATORY ANALYST III-NC
LABORATORY ANALYST II-NC
LABORATORY ANALYST I-NC
LABORATORY ASSISTANT
LABORATORY ASSISTANT I
LABORATORY ASSISTANT II
LABORATORY ASSISTANT III
LABORATORY ASSISTANT-NC
LEGAL ADMINISTRATIVE ASSISTANT
LEGAL ASSISTANT
LEGAL ASSISTANT I
LEGAL ASSISTANT II
LEGAL ASSISTANT III
LEGAL ASSISTANT IV
LEGAL OFFICE ASSISTANT
LEGAL OFFICE SPECIALIST
LEGAL RECORDS ASSISTANT
LEGAL RECORDS ASSISTANT II (I)
LEGAL RECORDS ASSISTANT III (I)
LEGAL RECORDS SPECIALIST
LEGAL RECORDS SUPERVISOR
LEGAL SECRETARY I
LEGAL SECRETARY II
LEGAL STENOGRAPHER I
LEGAL STENOGRAPHER II
LEGAL STENOGRAPHER III
LIABILITY CLAIMS ASST I
LIABILITY CLAIMS ASST II
LIBRARY AIDE
LIBRARY AIDE-NC (I)
LIBRARY ASSISTANT
LIBRARY CLERK I
LIBRARY CLERK II
LIBRARY CLERK III
LIBRARY CLERK III-NC
LIBRARY CLERK II-NC
LIBRARY CLERK I-NC
LIBRARY CLERK IV
LIBRARY CLERK IV-NC
LICENSE INSPECTOR I
LICENSE INSPECTOR II
MARINA AGENT I
MARINA AGENT II
MARINA AGENT III
MARINE AIDE (I)
MARINE AIDE-NC
MECHANICAL EQUIP STK CLRK I
MECHANICAL EQUIP STK CLRK II
MEDICAL ASSISTANT I
MEDICAL ASSISTANT II
MEDICAL ASSISTANT-NC
MICROBIOLOGIST TRAINEE – NC (I)
NEIGHBORHOOD SVCS SPCLST I
NEIGHBORHOOD SVCS SPCLST II
NEIGHBORHOOD SVCS SPCLST III
NOISE ABATEMENT ASSISTANT (I)
NOISE ABATEMENT ASST I (I)
NOISE ABATEMENT ASST II (I)
NOISE ABATEMENT ASST I-NC (I)
NUTRITION AIDE (I)
NUTRITION AIDE I
NUTRITION AIDE II
NUTRITION AIDE-NC
OCCUPANCY SPECIALIST I
OCCUPANCY SPECIALIST II
OCCUPANCY SPECIALIST III
OUTREACH WORKER I
OUTREACH WORKER II
PAGE-NC
PAYROLL SPECIALIST I
PAYROLL/PERSONNEL ASST I
PAYROLL/PERSONNEL ASST II

PAYROLL/PERSONNEL ASST III
PHOTOGRAPHER (I)
POLICE PROPERTY & SUPPLY CLERK
POLICE PROPERTY & SPLY CLRK I
POLICE SERVICES SPECLST I-NC
POOL LIFEGUARD I - NC
POOL LIFEGUARD II - NC
PORT RISK ASSISTANT I
PORT RISK ASSISTANT II
PORT SECURITY SYS OPER I-NC
PORT SECURITY SYSTEM OPER I
PORT SECURITY SYSTEM OPER II
PORT SECURITY SYSTEM OPER III
PROFESSIONAL AIDE (I)
PROPERTY MGMT SPECIALIST I
PROSECUTOR ASSISTANT
PROSECUTOR ASSISTANT I
PROSECUTOR ASSISTANT II
PROSECUTOR ASSISTANT III
PROSECUTOR ASSISTANT III-NC
PROSECUTOR ASSISTANT II-NC
PROSECUTOR ASSISTANT I-NC
PROSECUTOR ASSISTANT IV
PROSECUTOR ASSISTANT IV-NC
PROSECUTOR ASSISTANT-NC
PUBLIC HEALTH ASSOC I
PUBLIC HEALTH ASSOC II
PUBLIC HEALTH ASSOC III
PUBLIC HEALTH ASSOCIATE-NC
PUBLIC HEALTH REGISTRAR
REAL ESTATE TECHNICIAN I
REAL ESTATE TECHNICIAN II
RECORDS MANAGER-CITY CLERK
RECREATION ASSISTANT
RECREATION LDR/SPECIALIST I (I)
RECREATION LDR/SPECIALIST II (I)
RECREATION LDR/SPECIALIST III (I)
RECREATION LDR/SPECIALIST IV (I)
RECREATION LDR/SPECIALIST V (I)
RECREATION LDR/SPECIALIST VI (I)
RECREATION LDR/SPECIALIST VII (I)
RECREATION LDR/SPECIALIST VIII (I)
RECREATION LDR/SPECIALIST IX (I)
RECREATION LDR/SPECIALIST X (I)
RECREATION LDR/SPECLST II-NC
RECREATION LDR/SPECLST III-NC
RECREATION LDR/SPECLST IV-NC
RECREATION LDR/SPECLST V-NC
RECREATION LDR/SPECLST VI-NC
RECREATION LDR/SPECLST VII-NC
RECREATION LDR/SPECLST VIII-NC
RECREATION LDR/SPECLST X-NC
SECRETARY
SECRETARY I (I)
SECRETARY II (I)
SECRETARY TO CITY AUDITOR
SECRETARY TO THE MAYOR
SENIOR LEGAL SECRETARY I
SENIOR LEGAL SECRETARY II
SENIOR PAYROLL/PERSONNEL ASST (T)
SENIOR SECRETARY
SERVICE REPRESENTATIVE III (I)
STOCK & RECEIVING CLERK
STOCK & RECEIVING CLERK-NC
STOREKEEPER I
STOREKEEPER II
STOREKEEPER I-NC
SYSTEMS ANALYST I
SYSTEMS TECHNICIAN I
SYSTEMS TECHNICIAN II
SYSTEMS TECHNICIAN III
TECHNICAL AIDE
TECHNICAL ASSISTANT
TENANT INTERVIEWER I (I)
TENANT INTERVIEWER II (I)
TERMINAL SERVICES REP I (T)
TERMINAL SERVICES REP II
WATER COMM DISPATCHER I
WATER COMM DISPATCHER II
WORKERS COMP ADMIN ASST
WORKERS' COMP CLAIMS ASST
WORKERS' COMP OFFICE ASST I
WORKERS' COMP OFFICE ASST II
WORKERS COMPENSATION SECY I (I)

IAM-OFFICE & TECH SVCS-SUPV

ACCOUNTS PAYABLE SUPERVISOR (I)
ASST TERMINAL SVCS MANAGER
CHIEF WHARFINGER

CLERK SUPERVISOR
CUSTOMER SVCS SUPERVISOR I
CUSTOMER SVCS SUPERVISOR II
CUSTOMER SVCS SUPERVISOR III (I)
DATA CENTER SUPPORT SUPERVISOR (I)
FORENSIC SPECIALIST SUPERVISOR
HARBOR CONTROL CENTER SUPV
HOUSING ASSISTANCE COORDINATOR
HOUSING REHABILITATION SUPV I
HOUSING REHABILITATION SUPV II
LEGAL RECORDS MGMT SUPERVISOR
LIBRARY CIRCULATION SUPERVISOR
MARINA SUPERVISOR (I)
MARINA SUPERVISOR I
MARINA SUPERVISOR II
OFFICE ADMINISTRATOR
PAYROLL SPECIALIST II
PAYROLL SUPERVISOR (I)
POLICE PROPERTY & SPLY CLRK II
POLICE SYSTEMS SUPERVISOR
PORT RECORDS CENTER SUPERVISOR
PROPERTY MGMT SPECIALIST II
RECORDS CENTER SUPERVISOR (I)
RECORDS CENTER SUPERVISOR I (I)
SENIOR RECORDS CLERK
STOREKEEPER III (I)
SUPERVISING SENIOR LEGAL SECY
SUPERVISING WORKERS' COMP SECY
SUPERVISOR-STORES & PROPERTY
WATER COMMUNICATION CENTER SPV

IAM-PEACE OFFICER-BASIC
SPCL SCS OF III-ARM ARPT PC OF

IAM-PEACE OFFICER-SUPV
SPCL SCS OF IV-ARM ARPT PC OF

IAM-PROFESSIONAL-BASIC
ACCOUNTANT I
ACCOUNTANT II
ACCOUNTANT III
ACCOUNTANT II-NC
ACCOUNTANT I-NC
ADMINISTRATIVE ANALYST I
ADMINISTRATIVE ANALYST II
ADMINISTRATIVE ANALYST III
ADMINISTRATIVE ANALYST I-NC
ADMINISTRATIVE ANALYST II-NC
ADMINISTRATIVE ANALYST III-NC
AIRPORT OPERATIONS SPECLST I
AIRPORT OPERATIONS SPECLST II
ASST ADMIN ANALYST I
ASST ADMIN ANALYST II
ASST BAND CONDUCTOR-NC
ASST COMM DEVEL ANALYST I (I)
ASST COMM DEVEL ANALYST II (I)
ASST MARKETING MANAGER I
ASST MARKETING MANAGER II
ASST MARKETING MANAGER III
ASST PLANNER I
ASST PLANNER II
ASST TRAFFIC MANAGER
BROADCAST PRODUCTION SPECLST
BUSINESS DEVELOPMENT ANALYST
BUSINESS SYSTEMS SPECLST I
BUSINESS SYSTEMS SPECLST II
BUSINESS SYSTEMS SPECLST III
BUSINESS SYSTEMS SPECLST I-U
BUSINESS SYSTEMS SPECLST II-U
BUSINESS SYSTEMS SPECLST III-U
BUYER I
BUYER I-NC (I)
CAPITAL PROJECTS COORD
CAPITAL PROJECTS COORD I
CAPITAL PROJECTS COORD II
CAPITAL PROJECTS COORD III
CAPITAL PROJECTS COORD IV
CHILD CARE TEACHER AIDE (I)
CHILD CARE TEACHER AIDE-NC (I)
COMMUNITY DEVEL ANALYST I (T)
COMMUNITY DEVEL ANALYST II (T)
COMMUNITY DEVEL ANALYST III (T)
COMMUNITY PROGRAM SPCLST I
COMMUNITY PROGRAM SPCLST II
COMMUNITY PROGRAM SPCLST III
COMMUNITY PROGRAM SPCLST IV
COMMUNITY PROGRAM SPCLST V

CONTRACT COMPLIANCE ANALYST I
CONTRACT COMPLIANCE ANALYST II
CONTRACT COMPLIANCE ANALYST III
CONTRCT COMPLIANCE ANALYST IV
COUNSELOR I
COUNSELOR II
CRIMINALIST I-MISC
CRIMINALIST II-MISC
CURATOR
DEVELOPMENT PROJECT MGR I
DEVELOPMENT PROJECT MGR II
DEVELOPMENT PROJECT MGR III
DIVERSION PROGRAM COORDINATOR
ECONOMIC DEVELOPMENT SPEC I
ECONOMIC DEVELOPMENT SPEC II
ECONOMIC DEVELOPMENT SPEC III
EMERGENCY MED EDUCATION COORD
EMERGENCY MEDICAL EDUCATOR
ENVIRONMENTAL HEALTH SPEC I
ENVIRONMENTAL HEALTH SPEC II
ENVIRONMENTAL HEALTH SPEC III
ENVIRONMENTAL HLTH SPCLST-NC
EPIDEMIOLOGIST
EVENTS COORDINATOR I
EVENTS COORDINATOR II
FINANCIAL CONTROLS ANALYST
GENERAL LIBRARIAN
GENERAL LIBRARIAN I (I)
GENERAL LIBRARIAN II (I)
GENERAL LIBRARIAN I - NC
HAZARDOUS MATERIALS SPEC I
HAZARDOUS MATERIALS SPEC-NC
HAZARDOUS WASTE COORDINATOR
HEALTH EDUCATOR I
HEALTH EDUCATOR II
HISTORICAL CURATOR I (I)
INTELLIGENCE ANALYST
INTERMODAL OPERATIONS COORD
LEGISLATIVE AIDE
LEGISLATIVE ASSISTANT
LEGISLATIVE ASSISTANT-NC
LICENSED VOCATIONAL NURSE
LICENSED VOCATIONAL NURSE-NC
MANAGEMENT ANALYST - NC
MARKET PLANNING ASSISTANT
MEDICAL SOCIAL WORKER I
MEDICAL SOCIAL WORKER II
MEDICAL SOCIAL WORKER I-NC
MICROBIOLOGIST I
MICROBIOLOGIST II
MICROBIOLOGIST SUPERVISOR
MICROBIOLOGIST I - NC
MICROBIOLOGIST II – NC
MICROBIOLOGIST III – NC
MILK AND FOOD SANITARIAN (I)
MUSICIAN-NC
NURSE PRACTITIONER
NURSE PRACTITIONER-NC
OFFICE AUTOMATION ANALYST I
OFFICE AUTOMATION ANALYST II
OFFICE AUTOMATION ANALYST III
OFFICE AUTOMATION ANALYST IV
OFFICE AUTOMATION ANALYST I-NC
OFFICE SYSTEMS ANALYST III
OFFICE SYSTEMS ANALYST IV
PARK NATURALIST
PERSONNEL ANALYST I
PERSONNEL ANALYST II
PERSONNEL ANALYST III
PHYSICIAN ASSISTANT
PLANNER I
PLANNER II
PLANNER III
PLANNER IV
PLANNER V
PLANNER I-NC
PLANNER II-NC
PLANNER III-NC
PLANNING AIDE
PLANNING AIDE-NC
PLANNING ASSISTANT II (I)
PLANNING ASSISTANT III (I)
PLANNING ASSOCIATE (I)
POLYGRAPH EXAMINER - MISC
PORT COMMERCIAL APPRAISER
PORT COMMUNICATIONS SPECLST I (T)
PORT COMMUNICATIONS SPECLST II (T)
PORT COMMUNICATIONS SPCLST III
PORT COMMUNICATIONS SPECLST IV
PORT COMMUNICATIONS SPECLST V

PORT FINANCIAL ANALYST I
PORT FINANCIAL ANALYST II
PORT FINANCIAL ANALYST III
PORT LEASING SALES OFFICER I
PORT LEASING SALES OFFICER II
PORT PLANNER I
PORT PLANNER II
PORT PLANNER III
PORT PLANNER IV
PORT PLANNER V
PROGRAMMER
PROGRAMMER/ANALYST I
PROGRAMMER/ANALYST II
PROGRAMMER/ANALYST III
PROJECT BUDGET ANALYST I
PROJECT BUDGET ANALYST II
PROJECT BUDGET ANALYST III
PUBLIC AFFAIRS ASSISTANT
PUBLIC HEALTH NURSE (I)
PUBLIC HEALTH NURSE I
PUBLIC HEALTH NURSE II
PUBLIC HEALTH NURSE III
PUBLIC HEALTH NURSE-NC
PUBLIC HEALTH NUTRITIONIST I
PUBLIC HEALTH NUTRITIONIST II
PUBLIC HEALTH NUTRITIONIST III
PUBLIC HEALTH PHYSICIAN
PUBLIC HEALTH PHYSICIAN-NC
PUBLIC HEALTH PROFESSIONAL-NC
REAL ESTATE PROJECT COORD I REAL ESTATE PROJECT COORD II REAL ESTATE PROJECT COORD III
RECYCLING SPECIALIST I
RECYCLING SPECIALIST II
REFERENCE SPECIALIST I - NC (I)
REFERENCE SPECIALIST II - NC (I)
REGISTERED NURSE I
REGISTERED NURSE II
REGISTERED NURSE I-NC
REGISTERED NURSE II-NC
RESEARCH ASSISTANT - WATER
SAFETY SPECIALIST I
SAFETY SPECIALIST II
SAFETY SPECIALIST III
SANITARIAN I (I)
SANITARIAN II (I)
SENIOR PLANNER (I)
SENIOR SANITARIAN (I)
SR. CITY CLERK ANALYST
SYSTEMS ANALYST II
SYSTEMS ANALYST III (I)
SYSTEMS SUPPORT SPECLST I
SYSTEMS SUPPORT SPECLST II
SYSTEMS SUPPORT SPECLST III
SYSTEMS SUPPORT SPECLST IV
SYSTEMS SUPPORT SPECLST V
TRANSPORTATION PLANNER I
TRANSPORTATION PLANNER II
TRANSPORTATION PLANNER III
TRANSPORTATION PLANNER IV
TRANSPORTATION PROG PLANNER
WATER CONSERVATION SPECIALIST
WATER QUALITY ORGANIC CHEMIST
X-RAY TECHNICIAN
X-RAY TECHNICIAN-NC

IAM-PROFESSIONAL-SUPV

AQUATICS SUPERVISOR I
AQUATICS SUPERVISOR II
AQUATICS SUPERVISOR III (I)
AQUATICS SUPERVISOR IV (I)
ASSOC DIRECTOR OF PROPERTIES (I)
ASST MANAGER - MARINE TRAFFIC (I)
BAND CONDUCTOR - NC
BUSINESS SYSTEMS SPECLST IV
BUSINESS SYSTEMS SPECLST IV-U
BUSINESS SYSTEMS SPECLST V
BUSINESS SYSTEMS SPECLST V-U
BUSINESS SYSTEMS SPECLST VI
BUSINESS SYSTEMS SPECLST VI-U
BUSINESS SYSTEMS SPECLST VII
BUSINESS SYSTEMS SPECLST VII-U
BUYER II
CHILD CARE CENTER SUPERVISOR (I)
CHILD CARE TEACHER (I)
COMMUNICATION SPECLST IV
COMMUNICATION SPECLST V
COMMUNICATION SPECLST VI
COMMUNICATION SPECLST VII
COMMUNICATIONS OFFICER

COMMUNITY SERVICES SUPERVISOR
CULTURAL PROGRAM SUPERVISOR
DEPARTMENT LIBRARIAN I (I)
DEPARTMENT LIBRARIAN II (I)
EPIDEMIOLOGIST-SUPERVISOR
ENVIRONMENTAL HEALTH SPEC IV
FINANCIAL RPRTNG/CONTROLS OFF
LEGAL ASSISTANT-SUPERVISOR
LEGAL SYSTEMS SUPPORT SPECLST
LEGAL TECHNOLOGIST-PROSECUTOR
LEGAL TECHNOLOGIST-PROS-NC
MANAGER OF MARITIME SERVICES (I)
MANAGER-MARINE TRAFFIC (I)
MARKET RESEARCH ECONOMIST
MARKETING MANAGER
MICROBIOLOGIST III
OFFICE SYSTEMS ANALYST I
OFFICE SYSTEMS ANALYST II
PORT LEASING SALES OFFICER III
PORT LEASING SALES OFFICER IV
PORT LEASING SALES OFFICER V
PORT RISK MANAGER I
PORT RISK MANAGER II
PROGRAMMER/ANALYST IV
PROGRAMMER/ANALYST V
PROGRAMMER/ANALYST VI
PUBLIC HEALTH NURSE SUPERVISOR
PUBLIC HLTH PROFESSIONAL I
PUBLIC HLTH PROFESSIONAL II PUBLIC HLTH PROFESSIONAL III SENIOR ACCOUNTANT
SENIOR BUYER
SENIOR LIBRARIAN
SENIOR PORT LEASING OFFICER
SENIOR PROSECUTOR ASST
SUPERVISING PROSECUTOR ASST
SYSTEMS SUPPORT SPECLST VI
SYSTEMS SUPPORT SPECLST VII
SYSTEMS TECHNICIAN IV
TRAFFIC MANAGER
VISUAL ARTS SPECIALIST I
VISUAL ARTS SPECIALIST II
WORKFORCE DEVELOPMENT SUPV I
WORKFORCE DEVELOPMENT SUPV II (T)

IAM-PROTECTION-BASIC

AMBULANCE OPERATOR
AMBULANCE OPERATOR-NC
ANIMAL CONTROL OFFICER I
ANIMAL CONTROL OFFICER II
ANIMAL CONTROL OFFICER I-NC
COMMUNITY SERVICES ASSISTANT I
COMMUNITY SERVICES ASSISTANT II
DETENTION OFFICER I
HARBOR PATROL OFFICER I
HARBOR PATROL OFFICER II
PARKING CONTROL CHECKER I
PARKING CONTROL CHECKER II
PARKING CONTROL CHECKER I-NC
POLICE CADET-NC
POLICE SERVICES ASSISTANT (I)
POLICE SERVICES SPECLST I
POLICE SERVICES SPECLST II
POLICE SERVICES SPECLST III
PROTECTION AIDE
PUBLIC SAFETY DISP II-NC
PUBLIC SAFETY DISP I-NC
PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II
PUBLIC SAFETY DISPATCHER III
SCHOOL GUARD I
SCHOOL GUARD II
SECURITY OFF II-PRKNG CNTL/WC (I)
SECURTY OFF II-PRKG CNTL/WC-NC (I)
SECURTY OFF I-PRKNG CNTL/WC-NC (I)
SPCL SVCS OFFICER II-NC -ARMED
SPECIAL SERVICES OFFICER I
SPECIAL SERVICES OFFICER II
SPECIAL SERVICES OFFICER III
SPECIAL SERVICES OFFICER II-NC
SPECIAL SERVICES OFFICER I-NC
SPECIAL SVCS OFFICER III-ARMED

IAM-PROTECTION-SUPV

ANIMAL CONTROL OFFICER III
ANIMAL SVCS OPERATIONS SUPV
CHIEF PORT SECURITY OFFICER
COMMUNICATIONS CENTER COORD
COMMUNICATIONS CENTER SUPVR
CRIMINALIST III-MISC

CRIMINALIST IV-MISC
CRIMINALIST SUPERVISOR
DETENTION OFFICER II
EMERGENCY COMMNCTNS SUPV I
EMERGENCY COMMNCTNS SUPV II
HARBOR PATROL OFFICER III
HAZARDOUS MATERIALS SPEC II
PARKING CONTROL SUPERVISOR
PUBLIC SAFETY DISPATCHER IV
SECURITY OFF III-PRKNG CNTL/WC (I)
SECURITY OFF III-SHIFT SUPVR (I)
SECURITY OFFICER III (I)
SENIOR ANIMAL CONTROL OFFICER
SPECIAL SERVICES OFFICER V
SPECIAL SVCS OFFICER IV
SPECIAL SVCS OFFICER IV-ARMED
SPECIAL SVCS OFFICER V-ARMED
VETERINARIAN

IAM-REFUSE-SUPV
REFUSE FIELD INVESTIGATOR
REFUSE SUPERVISOR

APPENDIX B

PAY RATE SCHEDULE

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

APPENDIX C

SKILL AND OTHER PAYS

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS	AUTHORITY
405	ASE Parts - When regularly assigned to fleet maintenance stockroom and possessing ASE parts certification.	Mechanical Equipment Stock Clerk	$1.000	Hourly	Flat Rate	**General City**
406	Intermediate POST Certificate - when possessing an intermediate POST certificate	Public Safety Dispatcher I - IV Communications Center Supervisor Communications Center Coordinator	$2.000	Hourly	Flat Rate	**General City**
407	Advanced POST Certificate - when possessing an advanced POST certificate	Public Safety Dispatcher I - IV Communications Center Supervisor Communications Center Coordinator	$3.000	Hourly	Flat Rate	**General City**
409	When regularly assigned to collect and analyze water quality samples and possessing either a AWWA lab analyst certification (Grade I) or CWEA lab analyst certification (Grade I)	Lab Analyst I - III Lab Assistant I - III	$2.000	Hourly	Flat Rate	**LB Utilities**
410	When regularly assigned to collect and analyze water quality samples and possessing either a AWWA lab analyst certification (Grade II) or CWEA lab analyst certification (Grade II)	Lab Analyst I - III Lab Assistant I - III	$2.200	Hourly	Flat Rate	**LB Utilities**

411	When regularly assigned to collect and analyze water quality samples and possessing either a AWWA lab analyst certification (Grade III) or CWEA lab analyst certification (Grade III)	Lab Analyst I - III Lab Assistant I - III	$2.400	Hourly	Flat Rate	**LB Utilities**
412	When regularly assigned to collect and analyze water quality samples and possessing either a AWWA lab analyst certification (Grade IV) or CWEA lab analyst certification (Grade IV)	Lab Analyst I - III Lab Assistant I - III	$2.600	Hourly	Flat Rate	**LB Utilities**
514	**Section Lead -** When regularly assigned and performing duties as a section lead person.	Customer Service Rep III	$1.50	Hourly	Flat Rate	**General City**
530	**Team Leader -** When regularly assigned and performing as a team leader of a rehabilitation team or specialized clinic or STD clinic in the Health Department.	Community Worker I Medical Social Worker II Nutrition Aide Nutrition Aide I-II Public Health Nurse Public Health Nurse I-III Public Health Nutritionist I Registered Nurse I-II	$0.633	Hourly	Flat Rate	**General City**
584	**CWEACSM Grade 1** - When possessing a Grade I California Water Environment Association Collection	Customer Service Rep I - III	$0.220	Hourly	Flat Rate	**LB Utilities**

	System Maintenance (CWEACSM) Certificate.					
585	**CWEACSM Grade 2** - When possessing a Grade II California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Customer Service Rep I - III	$0.390	Hourly	Flat Rate	**LB Utilities**
586	**CWEACSM Grade 3** - When possessing a Grade III California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Customer Service Rep I - III	$0.500	Hourly	Flat Rate	**LB Utilities**
587	**CWEACSM Grade 4** - When possessing a Grade IV California Water Environment Association Collection System Maintenance (CWEACSM) Certificate.	Customer Service Rep I - III	$0.660	Hourly	Flat Rate	**LB Utilities**
588	**Jailer -** When regularly assigned to and performing the duties associated with working in the jail.	Special Services Officer I-IV	$4.000	Hourly	Flat Rate	**General City**
S1/S2	When performing the duties associated with working in the jail, on an as-needed basis	Special Services Officer I-IV	$4.000	Per diem hourly	Flat Rate	**General City**

404	**Bilingual -** For regular and frequent use of certified oral and/or written bilingual skills.	Non-management classifications represented by IAM.	$1.500	Hourly	Flat Rate	**General City**
591	**Water Treatment Grade I** - When possessing a Grade I Department of Public Health Services Water Treatment Certificate	Laboratory Analyst I - III Laboratory Assistant I - III	$0.220	Hourly	Flat Rate	**LB Utilities**
592	**Water Treatment Grade II** - When possessing a Grade II Department of Public Health Services Water Treatment Certificate	Laboratory Analyst I - III Laboratory Assistant I - III	$0.390	Hourly	Flat Rate	**LB Utilities**
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.	Environmental Health Specialist III-IV Plumber Supervisor Water Utility Supervisor I-II	$0.66	Hourly	Flat Rate	**General City**

760	LB Utilities Department Emergency Response Team (ERT) - When routinely and consistently assigned to the LBUD Emergency Response Team (ERT) to instruct personnel in safety procedures.	Non-management classifications	$0.500	Hourly	Flat Rate	**LB Utilities**
764	Special Equipment Operator sUAS- When certified and routinely and consistently assigned to operate a sUAS specialized unmanned aircraft and/or marine vessel for the Harbor Security Division.	Harbor Patrol Officer II - III	$2.000	Hourly	Flat Rate	**Harbor**
765	Special Equipment Coordinator- When routinely and consistently assigned to coordinate and lead sUAS Team operating a specialized unmanned aircraft and/ or marine vessel in Harbor Security Division	Harbor Patrol Officer II - III	$3.000	Hourly	Flat Rate	**Harbor**
822	**SSO Airport** - When regularly assigned to and performing the duties associated with working in Airport dispatch.	Special Services Officer I - IV	$1.500	Hourly	Flat Rate	**General City**

838	**Dispatcher Dual Telephone Training** - Compensation to employees who complete the Public Safety Dispatcher dual (Police & Fire) telephone certification program.	Public Safety Dispatcher I - IV Communications Center Supervisor Communications Center Coordinator	$2.000	Hourly	Flat Rate	**General City**
839	**Dispatcher Dual Radio Training** - Compensation to employees who complete the Public Safety Dispatcher dual (Police & Fire) telephone and the dual (Police & Fire) radio certification programs.	Public Safety Dispatcher I -IV Communications Center Supervisor Communications Center Coordinator	$4.000	Hourly	Flat Rate	**General City**
842	**Visible Emissions 1** - When certified and regularly assigned Visible Emissions Evaluation duties in the Security Division (one certification)	Harbor Patrol Officer II - III	$1.000	Hourly	Flat Rate	**Harbor**
843	**Visible Emissions 2** - When certified and regularly assigned Visible Emissions Evaluation duties in the Security Division (two certifications)	Harbor Patrol Officer II - III	$2.000	Hourly	Flat Rate	**Harbor**
848	**Airport SSO** - Special Services Officers in the Peace Officer bargaining units who are assigned to patrol the Airport.	SSO III – Armed Airport Peace Officer SSO IV – Armed Airport Peace Officer	$2.500	Hourly	Flat Rate	**General City**

859	**Training** - When assigned by the Department Head to train personnel as part of a structured training plan.	Harbor Patrol Officer I - III Parking Control Checker I - II Special Services Officer I - IV	$2.250	Hourly	Flat Rate	**General City**
865	**Harbor Security -** When assigned to patrol within the Harbor Department Security.	Harbor Patrol Officer I - III	$1.500	Hourly	Flat Rate	**Harbor**
866	**SSO Patrol** - When assigned to patrol within the Marine Patrol or Long Beach City College (LBCC).	Special Services Officer I - IV	$1.500	Hourly	Flat Rate	**General City**
869	**Maintenance Division** - When directing Materials Section of the Maintenance Division	Supervisor of Stores and Properties	$1.000	Hourly	Flat Rate	**Harbor**
872	**Homeland Security Grant -** When regularly assigned as project manager for technical initiatives associated with homeland security grants.	Harbor Patrol Officer III	$3.500	Hourly	Flat Rate	**Harbor**
873	**PD PPA** - When regularly performing Payroll/Personnel Asst duties for the Police Department. May not be used in conjunction with skill pay 563.	Clerk Typist I-III Payroll/Personnel Asst I-III	$1.25	Hourly	Flat Rate	**General City**

880	**Water Distribution Operator Grade II -** When possessing a Grade II Department of Health Services Distribution Operator Certificate	Customer Service Representative I - III Lab Analyst I - III Lab Assistant I - III Water Communications Center Supervisor Water Communications Dispatcher I - II	$0.200	Hourly	Flat Rate	**LB Utilities**
881	**Water Distribution Operator Grade III -** When possessing a Grade III Department of Health Services Distribution Operator Certificate	Customer Service Representative I - III Lab Analyst I - III Lab Assistant I - III Water Communications Center Supervisor Water Communications Dispatcher I - II	$0.350	Hourly	Flat Rate	**LB Utilities**
882	**Water Distribution Operator Grade IV -** When possessing a Grade IV Department of Health Services Distribution Operator Certificate	Customer Service Representative I Customer Service Representative II Customer Service Representative III Water Communications Center Supervisor Water Communications Dispatcher I Water Communications Dispatcher II	$0.450	Hourly	Flat Rate	**LB Utilities**

883	**Water Distribution Operator Grade V** - When possessing a Grade V Department of Health Services Distribution Operator Certificate	Customer Service Representative I - III Water Communications Center Supervisor Water Communications Dispatcher I - II	$0.600	Hourly	Flat Rate	**LB Utilities**
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.	Supervisor-Stores & Property	$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.	Supervisor-Stores & Property	$1.100	Hourly	Flat Rate	**General City**
895	**Night Shift** - When regularly assigned to the night shift at the Police Department Information Management Division and Jail sections.	Clerk Supervisor Clerk Typist I-III	$2.40	Hourly	Flat Rate	**General City**

896	**Swing Shift** - When regularly assigned to swing shift at the Police Department Information Management and Jail sections.	Clerk Supervisor Clerk Typist I-III	$1.80	Hourly	Flat Rate	**General City**
897	**Day Shift** - When regularly assigned to day shift at the Police Department Information Management and Jail sections.	Clerk Supervisor Clerk Typist I-III	$1.20	Hourly	Flat Rate	**General City**
CD	**Training Pay** – Performing training duties.	Public Safety Dispatcher I - II	$3.500	Per Diem Hourly	Flat Rate	**General City**
CX	**Counter Plan Checking -** When assigned to work the Development Service Counter and performing over-the-counter plan checking.	Planner I-V Planning Aide Asst Planner I-II	$5.600	Per Diem Daily	Flat Rate	**General City**

MA	**Marksmanship** - Sworn personnel of the Police Department, Special Services Officers who may be called upon to use firearms in the performance of their duties and who on a qualifying schedule prescribed by the Chief of Police attain a required degree of proficiency in marksmanship.	Special Services Officer I - IV Harbor Patrol Officer I - III	Rate Varies (Level) Marksman - $48 Sharpshooter $96 Expert $192 Master $384	Yearly	Flat Rate	**General City**
S1/S2	**Dispatcher Telephone Training** - Compensation to employees assigned to train on the operation of telephone lines for both the Police and Fire Department dispatch.	Public Safety Dispatcher I - IV Communications Center Supervisor Communications Center Coordinator	$0.750	Per diem Hourly	Flat Rate	**General City**
S1/S2	**Dispatcher Radio Training** - Compensation to employees assigned to train on the operation of radio communications for both the Police and Fire Department dispatch.	Public Safety Dispatcher I - IV Communications Center Supervisor Communications Center Coordinator	$0.750	Per diem Hourly	Flat Rate	**General City**
S1/S2	**CCTV** - Employees assigned to dispatch/closed circuit television (CCTV)	Harbor Patrol Officer I – III	$10.000	Per Diem Daily	Flat Rate	**Harbor**
S1/S2	**Communications Center Supervisor** - When assigned to and performing the	Public Safety Dispatcher IV	$7.500	Per Diem Daily	Flat Rate	**General City**

	duties of a Communications Center Supervisor during the Communications Center Supervisor's regularly scheduled days off. This skill pay may not be combined with Higher Class Pay.					
S1/S2	**Police Records**- Employees of the Police Department when assigned to and performing the duties of the Police Records Supervisor during the supervisor's regular days off.	Clerk Typist III	$6.400	Per Diem Daily	Flat Rate	**General City**
S1/S2	**School Guard Supervisor** - When assigned to and performing as School Guard Supervisor.	Special Services Officer II	$4.000	Per Diem Daily	Flat Rate	**General City**
S1/S2	**Senior Animal Control** - When assigned to and performing the duties of Sr Animal Control Officer. May not be combined with Higher Class Pay.	Animal Control Officer II	$6.000	Per Diem Daily	Flat Rate	**General City**
S1/S2	**Shift Supervisor -** When performing as shift supervisor.	Harbor Patrol Officer II	$0.900	Per Diem Hourly	Flat Rate	**Harbor**

S1/S2	**SSO IV Duties** - When assigned to the Police Department Marine Patrol and performing the duties of a Security Officer IV during the Security Officer IV's regularly scheduled days off. This skill pay may not be combined with Higher Class Pay.	Special Services Officer III	$4.540	Per Diem Daily	Flat Rate	**General City**
S1/S2	**Trainer** - When assigned as School Guard Trainer.	School Guard I - II	$3.100	Per Diem Daily	Flat Rate	**General City**
T2	**Training** - When assigned by the Department Head to train personnel as part of a structured training plan.	Harbor Patrol Officer I - III Parking Control Checker I - II Special Services Officer I-IV	$2.250	Per Diem Hourly	Flat Rate	**General City**
S1/S2	Nurse Family Partnership Certification - When regularly assigned to administer and having the required certification to comply with the Nurse Family Partnership Program.	Public Health Nurse Supervisor	$4.500	Hourly	Flat Rate	**General City**

SKILL AND OTHER PAYS LEGEND

SKILL PAY COLUMNS	DESCRIPTION
Code	The code used to identify the other pay in the payroll system. • Numerical codes are used on the HR-1 to add the other pay to an employee's pay (adjusted rate). • Letter codes are used to apply the pay on the employee's timesheet. • Numerical codes that can also be applied on a per diem basis will use S1/S2 on the timesheet.
Description	The description of the other pay, which includes requirements and other pertinent information. • Pays marked with a "T" are considered terminal. Any current employee receiving the pay will not be impacted, however, no other employee may receive the pay.
Classification	The classifications eligible for the other pay.
Amount	The amount paid based on the rate type or basis.
Rate Type	• Hourly represents the amount paid per hour. • Per diem hourly rates shall be the hourly rate times the number of regular hours an employee works in a day. • Per diem daily rates are a flat daily rate, no matter how many hours the employee works per day. Occupational skill pays 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 pay shall be paid at a per diem rate, and said per diem skill pay shall be paid for each work day that said employee actually performs said occupational skill.
Basis	The basis is a reference point used to compute the total amount. • Flat rate is the amount paid by the rate type. • Percentage pays identify the basis used to calculate the other pay. Percentage pays will change anytime there is an increase to the pay identified in the basis.

APPENDIX D

LETTER OF AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAM)

Union Employee Representative – Union Leave of Absence

If CalPERS does not approve the terms of the Union Leave of Absence as reportable compensation, the City and Union agree to a reopener for a discussion on this topic.

The Union will be permitted release time for one (1) Union Employee Representative on a union leave of absence, during the term of the MOU for a period of up to one (1) year, unless otherwise mutually agreed upon in writing. It is understood that the Union Employee Representative serving on a union leave of absence remains an employee of the City of Long Beach during this time. The following are the conditions with respect to the union leave of absence:

1. Hours for the Union Leave of Absence shall be reported and compensated as paid leave time (OL-Other Leave). 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 skills 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 IAM 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/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 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.

11. The provisions of this section shall sunset upon expiration of this MOU, unless extended by mutual agreement.

12. 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.

13. This release time will be at no cost to the City. Recovery of the costs for salary and benefits will be accomplished in the following manner:

   a. The City will deduct vacation leave from the leave account of every permanent full-time and permanent part-time employee to recover the costs for salary and benefits for a full-time employee released to serve on a union leave of absence. (Note: In accordance with IRS rules and regulations, there would be taxable

implications to the donor and recipient of the leave accruals).

b. When an employee is designated by the union to serve on a union leave of absence, they shall provide notice to the City within 60 calendar days of the intended commencement of the union leave of absence. The Financial Management Department will calculate recovery of the costs for salary and benefits for the designated employee and notify the union regarding the amount of vacation leave to be deducted from the leave account of every permanent full-time and permanent part-time employee to recover the costs for salary and benefits for a full-time employee released to serve as a union leave of absence.

c. If a current City employee is not serving on a union leave of absence, no such deduction shall be made.

d. If a current permanent part-time employee is serving on a union leave of absence, the City shall prorate the leave time to recover the full costs for salary and benefits. Deductions in excess of those required to cover costs for salary and benefits shall be credited to the bank for Union business not to exceed 500 additional hours at the end of the fiscal year.

e. If the full-time/part-time status of the employee serving on a union leave of absence is changed after the deduction of the vacation leave, and sufficient hours were not captured to recover the salary and benefits of the employee serving on a union leave of absence, another prorated deduction will be taken.

LETTER OF AGREEMENT
CITY OF LONG BEACH AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (IAM)

RE: STANDBY PAY – FORENSIC UNIT

This Letter of Agreement is entered between the City of Long Beach ("City") and the International Association of Machinists and Aerospace Workers hereinafter called "IAM" (collectively "the Parties").

WHEREAS, the IAM MOU provision on Standby Pay (Article Two, Section IX, Subsection D.) outlines compensation at three dollars ($3.00) per hour for each hour of standby duty for Criminalist II and Forensic Specialist II.

WHEREAS, the parties wish to memorialize the use of the aforementioned skill pays to include the Criminalist I and the Forensic Specialist Supervisor classifications, prospectively.

NOW THEREFORE, the Parties agree to the amend the 2023-2026 IAM MOU provision on Standby Pay (Article Two, Section IX, Subsection D.) as follows:

Effective the pay period beginning May 4, 2024, standby duty for the following classifications shall be compensated at three dollars ($3.00) per hour for each full hour of standby duty:

- Criminalist I
- Criminalist II
- Forensic Specialist II
- Forensic Specialist Supervisor

This Letter of Agreement shall not change any Memorandum of Understanding provisions other than as outlined above.

IT IS SO AGREED.

For the Parties:

THOMAS B. MODICA
City Manager
City of Long Beach

Date: April 30, 2024

ASHLEY GUNCKEL
Grand Lodge Special Representative
International Association of Machinists and Aerospace Workers

Date: April 23, 2024