CITY OF BELLFLOWER

RESOLUTION NO. 21-68

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) FILE NO. 21-01 WITH AFSCME-REPRESENTED MID-MANAGEMENT EMPLOYEES IN THE BELLFLOWER MUNICIPAL SERVICE FOR FISCAL YEARS 2021-2022 AND 2022-2023; AND SUPERSEDING RESOLUTION NO. 19-40

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1. Government Code §36506 requires the City to prescribe the time and method of payment of salaries and wages of officers and employees of the City.

SECTION 2. The Memorandum of Understanding File No. 21-01 with AFSCME-Represented Mid-Management Employees attached as Exhibit "A," and incorporated by reference, is adopted and is retroactively effective on June 19, 2021.

SECTION 3. If any part of this Resolution or its application is deemed invalid by final decision of a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. To the extent that Resolution No. 19-40 (adopted September 9, 2019) and any other resolution pertaining to a compensation plan for mid-management employees in the Bellflower municipal service is incorporated into this Resolution, it is superseded in its entirety effective June 19, 2021.

SECTION 5. Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 7. This Resolution will become effective immediately upon adoption.

Ray Dunton, Mayor

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT:

Exhibit A – Memorandum of Understanding File No. 21-01
Exhibit B – Personnel Rules
MEMORANDUM OF UNDERSTANDING

between

THE CITY OF BELLFLOWER

and

AFSCME Local 1511 (Mid-Managers)

June 19, 2021 – June 30, 2023
<table>
<thead>
<tr>
<th>Article Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 – SCOPE OF MEMORANDUM OF UNDERSTANDING</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 2 – RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3 – UNION RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4 – ANTI-STRIKE CLAUSE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 5 – PERSONNEL RULES</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 6 – LEAVES</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 7 – WORK RELATED INJURY</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8 – HEALTH BENEFITS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 9 – RETIREMENT BENEFITS</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 10 – SALARIES</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 11 – UNIFORMS AND EQUIPMENT</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 12 – SPECIAL PAY PROVISIONS</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 13 – GRIEVANCE PROCEDURES</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 14 – GENERAL PERSONNEL PROVISIONS</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 15 – SAVINGS CLAUSE</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 16 – FULL UNDERSTANDING, MODIFICATIONS AND WAIVER</td>
<td>25</td>
</tr>
<tr>
<td>ARTICLE 17 – TERM</td>
<td>27</td>
</tr>
</tbody>
</table>
PREAMBLE

This Memorandum of Understanding ("MOU") was prepared in accordance with Government Code § 3500. The City of Bellflower, a municipal corporation and general law City ("City") and American Federation of State, County, and Municipal Employees, AFL-CIO, Council 36, Local 1511 ("Union") enter into this MOU after meeting and conferring in good faith. The Parties agree as follows.

ARTICLE 1 – SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the Parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the Parties concerning wages, benefits hours of employment, and other conditions of employment.

ARTICLE 2 – RECOGNITION

The City exclusively recognizes and acknowledges the Union as the recognized employee organization representing all employees in the Mid-Management Unit ("Unit") and shall meet and confer in good faith with the Unit on all matters regarding wages, benefits, working conditions, employee rights, hours of employment, and other conditions of employment.

The classifications in the Unit and covered under this MOU are listed in attached Exhibit "A," which is incorporated by reference.

ARTICLE 3 – UNION RIGHTS

Section 3.1 Meet and Confer

The Union representative shall meet and confer with management officials on subjects within the scope of representation during their regular duty or work hours, without loss of time, compensation or benefits, in accordance with and provided under the Meyers-Millas-Brown Act, Government Code §3500, et seq.

Such employee(s), after being excused from their regular assigned duties, shall be permitted to take reasonable time to discuss terms and conditions of employment. Said employee(s), if on duty, shall be paid for such reasonable time by the City at the same rate of pay for regular work; however, no overtime shall be paid for any time spent as set forth above. Stewards and employees' officers of the Union shall have a reasonable amount of paid time to investigate and process grievances. "Paid time" as used in this section, shall not require an employee to give up his/her breaks.
Section 3.2  Access to Worksite

Union representatives may use City facilities designated by the Personnel Officer, or designee, for any Union business upon reasonable advance notice to and approval by the Personnel Officer, or designee, which will not be unreasonably withheld. Access to certain City facilities, e.g., the corporation yard and secured areas of City Hall, is limited. No prior approval is required for access to employees at designated City facilities during breaks, lunches, cleanup time, and also for grievance processing and investigation.

Section 3.3  Union Officers, Representatives and Stewards

A written list of the Union officers, representatives and stewards must be furnished to the City one week after their designation and the Union must notify the City promptly in writing of any changes to such list.

Section 3.4  Negotiations

Negotiations for a successor agreement shall begin no later than March 1, 2023. The parties may mutually agree to open negotiations as early as October 2022.

Section 3.5  Payroll Deductions

Upon notification from the Union, the City shall deduct membership dues from the paychecks of Unit members. Dues so deducted shall be promptly remitted to the Union within two weeks.

Section 3.6  Conventions and Workshops

During the period of this MOU, the Unit shall have 48 additional hours per year on a fully paid basis to send representatives to attend Union conventions and/or workshops. Hours will be recorded by the Union’s Recording Secretary.

Section 3.7  Reporting Requirements

The Union agrees to furnish any information needed by the City to fulfill the provisions of this article.

Section 3.8  Indemnity Clause

The Union shall indemnify, defend, and hold the City of Bellflower Harmless against any claims made, and against any suit instituted against the City of Bellflower on account of check off of employee organization deductions. In addition, the Union shall refund to the City of Bellflower any amounts paid to it in error, upon presentation of supporting evidence.
Section 3.9  Communications

In lieu of bulletin boards, the City shall provide the Union access to the City's computer network for purposes of communicating with its members. Any such use must conform to the City's computer and network use policy.

Section 3.10  New Employee Orientations

The City shall notify the Union of all new employees entering the Unit within 10 business days after the new employee’s date of orientation.

Section 3.11  Use of City Facilities

The Union may use City facilities for membership meetings. Such use is subject to applicable City regulations and availability.

Section 3.12  Employee Personnel File

Grievance forms or responses, as well as Skelly proceedings, shall not be filed in the employee's personnel file.

ARTICLE 4 – ANTI-STRIKE CLAUSE

Section 4.1  No Strike and No Lockout

There will be no strike or work stoppage by the Union during the term of this MOU. Union officers will actively discourage any rumored strike. Within the context of a labor management dispute, the City will not engage in any lockout of employees during the term of this MOU. The City will actively discourage any rumored lockout.

ARTICLE 5 – PERSONNEL RULES

Section 5.1  Incorporation by Reference

The Personnel Rules adopted by Resolution No. 21-30 on April 26, 2021 are incorporated into this MOU by this reference and are attached as Exhibit B. Unless this MOU provides differently, the Personnel Rules will govern the employment of all members of the Union. However, as provided at Section 2.3 of the City of Bellflower Personnel Rules, to the extent that the City’s Personnel Rules and/or Policies conflict with this MOU, this MOU takes precedence over such Rules and/or Policies.

Section 5.2  Duty to Meet and Confer

Should the City propose to amend, add to, or delete provisions from its Personnel Rules, it will notify the Union sufficiently in advance of any such change so as to provide the parties a full opportunity to meet and confer thereon before implementation.
Implementation may not occur before exhaustion of applicable impasse procedures, including statutorily-required factfinding.

**ARTICLE 6 – LEAVES**

**Paid and Unpaid Leaves of Absence.** For purposes of this agreement, neither paid vacation nor paid holidays are considered as "leave." Where used herein, "domestic partner" means a registered domestic partner as provided by California law.

Section 6.1  **Paid Leaves of Absence**

a. When an employee retires, resigns, or otherwise terminates employment, he or she will be paid for all accrued sick leave on a one-for-one basis. In the event of an employee’s death, such payment will be made in accordance with applicable law.

b. Sick leave with pay may be used for sickness, incapacity, quarantine, pregnancy, and doctor visits.

c. When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee’s regular pay will be deducted from the employee’s accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive his or her pay until his/ her/ their accumulated sick leave, and authorized compensatory time, personal holidays and vacation days, have been depleted. The City shall contact the employee to determine if the employee desires this supplement.

d. Sick leave shall not be abused. Abuse should be subject to progressive discipline.

e. Sick leave, then vacation leave, may be used by an employee to supplement disability payments. The City shall contact the employee to determine if the employee desires this supplement.

f. There shall be no deduction from sick leave for absence on the date of a work-related injury.

**Vacation during Sick Leave.** When an employee is sick for a period exceeding five days, such employee may choose to use vacation leave for part of such leave if he or she applies for vacation leave in the normal manner.

**Jury Duty.** Except in the case of a court order to the contrary, a full-time employee called for jury duty will receive his/her/their regular salary while actually performing jury service, for up to 80-hours in any 12-month period. When a full-time employee is subpoenaed for any matter within the scope of employment, he/she/they will be paid his/her/their regular salary.

**Paid Time Off for Employee Funerals.** While maintaining essential services, the City Manager may, in his/her sole discretion, authorize reasonable time-off with pay for employees wishing to attend the funeral of a current employee.
Section 6.2 Unpaid Leaves of Absence

Leave of Absence without Pay. The City Manager may, in his/her sole discretion, grant to a regular full-time employee a leave of absence without pay for a period not to exceed two years. All benefits and accruals will cease on the first day of leave and resume on or immediately after the first day of the employee's return to full duty. No such leave shall be granted except upon written request of the employee, setting forth the nature of the leave request, to the City Manager. The approval will be in writing with a copy placed in the employee's personnel file.

Medical Leave of Absence without Pay. When an employee's Family Medical Leave and all other accrued leaves have run out, the City Manager may grant a medical leave of absence without pay, of up to one year for employees with 10 years or less of continuous service, up to 18 months for employees with more than 10 years continuous service, and up to two years for employees with more than 20 years continuous service. Such requests shall not be unreasonably denied. All benefits and accruals will cease on the first day of leave and resume on or immediately after the first day of the employee's return to full duty. No such leave shall be granted except upon written request of the employee, setting forth the nature of the leave request, to the City Manager. Any such letter will be accompanied by a letter from the employee's physician; the approval will be in writing with a copy placed in the employee's personnel file.

Section 6.3 Addendum to Employer Paid Benefits during Paid and/or Unpaid Leave of Absence

When a full-time employee is on an FMLA-qualifying leave, the City shall continue to pay all full-time benefits for up to 12 weeks, with the following exceptions:

California Pregnancy Disability Leave (PDL). PDL is an FMLA-qualifying leave that entitles a woman unable to work due to a pregnancy-related disability to up to four months of time off work. PDL normally and initially runs concurrent with the employee's 12-weeks of FMLA leave. The City shall continue to pay the full-time benefits during eligible PDL leave.

California Family Rights Act (CFRA) Leave. CFRA provides employees with up to 12-weeks of job protection. If a female employee has used up all allowed Pregnancy Disability Leave and then elects to exercise her rights under the CFRA to continue on leave to stay home with her newborn, notwithstanding the provisions of CFRA, The City shall continue to pay all full-time benefits for up to 12 weeks during qualifying CFRA leave.
Section 6.4  Other Leaves

Parental Leave for School Visits. An employee who is a parent, guardian, or grandparent having custody of one or more children in kindergarten or grades 1 to 12 inclusive, or attending a licensed child care facility, may take off up to 40 hours, each school year not exceeding eight hours in any calendar month of the school year, to participate in activities of the school of any child. Before taking the time off, the employee must give reasonable notice to the City of the planned absence. Provided the employee has sick leave, vacation leave, or compensatory time, the employee shall have the choice of using either paid or unpaid leave for such visits. The employee, if requested to do so, shall provide documentation from the school as proof that he or she visited the school on a specific day and at a particular time.

Active Military Leave. All employees who leave active employment for the purpose of military induction, determination of physical fitness to enter, or performance of training duty in the armed forces, either by enlistment, draft, or recall, will be granted a leave of absence. Upon return to work the same or comparable job status, if available, will be provided if application for re-employment is made within 90 calendar days after date of discharge from active service.

Federal Family and Medical Leave Act (FMLA) Leave. The Federal Family and Medical Leave Act (FMLA) entitles an eligible employee to a total of 12 work weeks of leave during any 12-month period, permitting leave for the birth of a child or to care for a newborn of an employee; the placement of a child with an employee in connection with the adoption or foster care of a child; leave to care for a child, parent, spouse or registered domestic partner who has a serious health condition; or leave because of a serious work or non-work related health condition that makes the employee unable to perform the functions of his/her position. For the purpose of calculating FMLA Leave, the City shall recognize a "rolling" 12-month period, measured forward from the first date leave is used. Eligible employees are those employed for at least 12 months and have worked at least 1,250 hours during the 12-month immediately preceding the commencement of the leave. An employee shall use all accrued sick and vacation leave and compensatory time as part of his/her FMLA. However, once that is depleted, the remainder of such leave shall be unpaid.

ARTICLE 7 – WORK RELATED INJURY

If an employee is out on leave for a Workers' Compensation eligible injury, the City shall continue to pay full benefits for four months after the employee has been declared "Permanent and Stationary".

1. All full-time employees are allowed for each injury or illness, normal salary for the day of injury or illness.
2. During the time frame an employee is on full paid leave, the employee will continue to accrue all fringe benefits.

**ARTICLE 8 – HEALTH BENEFITS**

**Section 8.1 Medical Insurance**

The City shall continue to pay the full premiums and all other costs of health insurance for employees, spouses or registered domestic partners and eligible dependents through the California Public Employees' Retirement System (CalPERS) Health Insurance up to the maximum amount provided in Section 8.1.A.

1. **Medical Insurance**

   A. **City-Paid Contribution**

   The maximum level of payment for health insurance shall be $1,475 per month. Effective January 1, 2022, the maximum level of payment for health insurance shall be $1,550. Effective January 1, 2023, the maximum level of payment for health insurance shall be $1,625.

   B. **Excess Premiums**

   An employee is required to pay the cost of medical insurance premiums, for the employee’s selected plans, which exceeds the amount of the City’s monthly contribution.

   C. **Use of Accrued Vacation for Excess Premiums**

   Employees who elect a health insurance program with a premium above the City-paid contribution maximum may also elect to use the cash value of redeemed accrued vacation to pay for any above maximum premium. Such use will be on a dollar-for-dollar and pre-tax basis. Such election must be made in writing, may cover all or a specified part of the over maximum premium, and will remain in effect until modified or revoked by the employee. If accrued vacation is insufficient to pay for any above maximum premium, the difference will be deducted from the employee’s net pay.

2. **Medical Opt-Out**

   Employees who have comparable coverage through an alternative medical plan may elect to opt out of medical coverage and receive compensation. Employees who opt out of medical insurance will receive one half of the City paid maximum medical insurance contribution each month provided that the employee certifies under penalty of perjury in writing at least once every fiscal year that they, as well as their spouse or registered domestic partner and any other eligible dependents, are covered by another medical plan and also provides copies of appropriate documentation of such coverage. The employee is additionally required to give immediate notice to the City of any change of coverage.
The City, in its absolute discretion, will make the determination of comparable coverage.

Employees and their dependents will only be eligible to reinstate medical and/or dental coverage during open enrollment periods, except that employees who furnish proof that they have involuntarily lost their comparable medical insurance may apply for immediate reinstatement to take effect on the first day of the month following their request. Open enrollment periods may be subject to change at the sole discretion of CalPERS and the dental insurance carriers. The City is not responsible for any such changes.

3. Retiree Health Insurance

It is agreed that the health insurance program rates paid by the City for retired employees and annuitants will be the same as for current employees, except:

A. For employees hired as full-time before June 1, 2004, who subsequently retire from PERS service from the City of Bellflower, the City shall continue to pay premiums as set forth in Subsection 9.1(1)(A) and all other costs of health insurance for retirees, spouses or registered domestic partners and eligible dependents through the California Public Employees’ Retirement System (CalPERS) Health Insurance or other comparable health insurance in an amount not to exceed the City’s contribution for current full-time employees. Once each year, the City shall allow all employees who were first employed before June 1, 2004, to individually elect to be subject to the provisions of the Vesting Requirement (Resolution No. 04-28, adopted May 10, 2004).

B. Vesting. Employees hired on or after June 1, 2004, and for whom the City makes a retirement contribution, pursuant to its contract with CalPERS dated December 11, 1965, and who subsequently retire from CalPERS service from the City, are subject to the following vesting schedule:¹

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<tr>
<th>Credited Years of Service</th>
<th>Percentage of Employer Contribution</th>
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¹ In accordance with Government Code § 22893.
Retirees who were eligible for, but not actually enrolled in, health benefits coverage under PEMHCA, or other applicable law, upon retirement to enroll in such health care program within 120 days after retiring or if eligible for PEMCA retiree medical benefits or during any future annual open-enrollment period provided by City to employees. Except as otherwise provided, all full-time employees who retire from City service are otherwise subject to the same limitations as full-time employees; any retiree from City service who is ordinarily eligible for Medicare is instead restricted to Medicare supplemental health insurance if utilizing the health care option in this section.

1. No health insurance benefit will be paid unless the “employee,” as defined in Government Code § 22772 (formerly Government Code §, has a minimum of 10 years of PERS service credit which must include a minimum of five-years of City service credit.

2. The employer's monthly contribution for each retired employee first hired on or after June 1, 2004, shall not exceed the amount necessary to pay the full cost on his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum $1,475 ($1,550 effective January 1, 2022 and $1,625 effective January 1, 2023) per month plus Administrative fees and Contingency Reserve Fund, effective on the date the required contract amendment is approved by CalPERS, but not more than 100 percent of the premium applicable to him/her/they, nor less than the 100 percent of the weighted average of the health benefits plan premiums for employees or annuitants enrolled for self alone plus 90 percent of the weighted average of the additional premiums required for enrollment of family members in the four health benefits plans that have the largest number of enrollments.

3. The percentage of employer contribution payable for post-retirement health benefits for each retired employee shall be based on the employee's completed years of credited service based on Government Code § 22893, plus administrative fees and Contingency Fund assessment.

Section 8.2 Dental Insurance

The City shall pay the full premium and all other costs of dental insurance for employees, spouses or registered domestic partners and eligible dependents. The coverage provided shall be the employee’s choice of the Delta Dental Premier PPO plan (or its equivalent or better) or the DeltaCare DPO plan (or its equivalent or better).

Dental Opt-Out – Employees who have adequate coverage through an alternative dental plan may elect to opt out of dental coverage and receive compensation of $80 per month, provided that any such employee certifies under penalty of perjury in writing at least once every fiscal year that he or she, as well as his/her spouse or registered domestic partner and any other dependent, is covered by another dental plan and also provides copies of appropriate documents showing that the employee, his/her spouse or registered domestic partner and any other dependents are all covered. The employee is additionally
required to give immediate notice to the City of any change in coverage.

Section 8.3  Vision Insurance

The City shall provide vision insurance for all full-time employees, spouses or registered domestic partners and eligible dependents.

Section 8.4  Long-Term Disability Insurance

The City shall provide the long-term disability plan to all full-time employees without cost to the employee.

Section 8.5  Life Insurance

Each full-time employee shall receive a group life insurance benefit equal to the annual salary of the highest main step of the highest class of the employee’s bargaining unit as of July 1 annually. All eligible dependents of full-time employees shall receive $5,000 of group life insurance. The City shall pay all premiums. Employees who terminate from the City for any reason or who are no longer eligible for the City paid coverage, may be entitled to convert this coverage into an individual policy. Applications for conversion must be filed with the appropriate insurance company within 30 calendar days after termination of employment eligibility ceases.

Section 8.6  Employee Assistance Program

The City shall continue its Employee Assistance Program for all employees.

Section 8.7  Consolidated Omnibus Budget Reconciliation Act (COBRA)

A. The City shall comply with all applicable law governing COBRA.
B. Any change to applicable law which would reduce COBRA benefits shall result in a meet and confer between the City and the Union.
C. The City shall provide information on COBRA benefits to all employees on an annual basis on the anniversary of this agreement.

Section 8.8  Wellness Program

The City shall provide for a wellness program, but will not require employee participation. The “breadth” of the Wellness Program will be decided by a side letter between the City and the Union.

ARTICLE 9 – RETIREMENT BENEFITS

Section 9.1  Retirement Plans

The City shall continue to provide California Public Employees’ Retirement System
(CalPERS) retirement to all full-time employees.

**CalPERS**

Defined benefit miscellaneous retirement plans through CalPERS are based on the employee’s date of hire with the City and/or member status with CalPERS as determined by the Public Employee’s Pension Reform Act of 2013 ("PEPRA").

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

A. **CalPERS Employer’s Contribution**. The City shall pay the CalPERS employer's contribution.

B. **Classic Members**. A classic member is defined as any member who was first brought into CalPERS membership before January 1, 2013 and has no break in CalPERS service greater than six months. The City will provide Classic members with Service Retirement with 2% at age 55 and one-year final compensation. Classic members will pay the CalPERS member's contribution.

C. **New Members**. A new member is defined as a new hire who is brought into CalPERS memberships for the first time on or after January 1, 2013, and who has no prior membership in any California Public Retirement System or a member who first established CalPERS membership prior to January 1, 2013, and who is rehired (by a different CalPERS employer) after a break in service of greater than six months. The City will provide New members with Service Retirement with 2% at Age 62 and three-year final compensation. New members will pay their employee contribution as required by CalPERS law and regulations.

**Section 9.2 Deferred Compensation**

The City shall provide deferred compensation plans to all employees in the form of 457(b) and 401(a) plans.

The City shall match full-time employee’s regular contributions to a deferred compensation plan up to 4% of combined base pay and bilingual pay. The measurement period for the match will be based on a calendar year. The employer’s contribution will be evenly distributed throughout the year. For the purposes of qualifying for the employer match, “deferred compensation” shall refer to both the employees’ contribution to either the 457(b) plan or the 401(a) plan. There will be no City match to any employee’s special contribution.

**Section 9.3 Resignation**

Failure to give two weeks’ notice shall mean the employee did not terminate in good standing, unless by reason of hardship, and upon his/her request, therefore, the City
Manager, absent a reasonable basis for denial waives the two weeks' notice requirement.

Section 9.4 Layoff and Recall

For purposes of this section; "Lack of work" is defined as an absence of work to be done for the City by an employee(s) not caused by the City contracting out the work. A "lack of funds" is defined as an actual and existing financial inability to pay the salaries, including all benefits, of employees.

A. If a layoff is reasonably anticipated, the City will attempt to communicate to the Union any information about an impending layoff as soon as possible considering the City's interests and compliance with state and federal notice requirements.
B. A layoff shall occur only for lack of work or funds for duties traditionally held by the bargaining unit represented in this MOU and not resulting from service modifications, general cost reduction programs, or organizational changes.
C. Recall from layoff will be in direct order of seniority within employee classification. Recall rights exist for 36 months from the date of the layoff. Seasonal, temporary, and part-time employees will be called back to work after employees covered by this MOU
D. Employees will not have their hours reduced in a layoff unless mutually agreed to in writing by the City and the Union.
E. No non-bargaining unit employee shall be allowed to "bump" into any bargaining unit covered by this agreement, nor shall any employee be allowed to bump from one bargaining unit into another.
F. Seniority shall mean the total time employed by the City in any full-time classification (i.e., Citywide seniority).
G. Should a new position, job classification, or title be created in the City, the City Manager and the union chairperson shall review the duties assigned that position and mutually determine, to the satisfaction of both parties, whether recall rights to that position should exist from any current or previously existing City job title. This shall in no way abridge any of the rights possessed by the Union or the City under any other Sections of this agreement. Both the City and the Union will reasonably attempt to agree on this matter.

ARTICLE 10 – SALARIES

Section 10.1 Salary Ranges

Salary ranges for each classification are reflected in Resolution No. 21-48, adopted 08-09-2021.

Section 10.2 Salary Steps

1. Each salary range has five steps – A, B, C, D, and E.
2. Increase from the minimum step to each succeeding step is approximately five percent in each range, and approximately 20% between the minimum and maximum steps.

3. Step Increases shall be given when due.

Section 10.3 Merit Increase versus Step Increase

1. Step increases apply to the first and second Step

2. Merit increases apply to the third, fourth, and fifth Step

Section 10.4 Salary Advancement

The five steps of the salary range will be interpreted and applied as follows:

1. The first step (A) will normally be the hiring step.

2. The second step is an adjustment given at the end of the employee's probationary period. Where no probation is required, the same criteria used for the third step will be used for the second step.

3. The third, fourth, and fifth steps are incentive adjustments to encourage an employee to improve his/her work and to recognize seniority and increased skill on the job. Employees will be made eligible for these adjustments any time after the completion of 12 months of service at the preceding step as an incentive program. Each adjustment will be made only if recommended by the department head and approved by the City Manager. Employees may be evaluated annually after reaching the fifth step in their salary range.

Section 10.5 Job Classification Changes

Whenever an employee is promoted to a new job classification, such employee shall be promoted to the lowest step in the new salary range that is no less than five percent above the old range.

Section 10.6 Flexible Staffing

Certain positions are designated as “flexibly staffed.” Employees in a flexibly staffed position may be promoted from a “I” level to a “II” level through a promotion instead of through a competitive process.

For advancement between flexibly staffed positions, an employee must meet all the requirements for the higher position as specified in the Classification Specifications, have a minimum of three years of demonstrated satisfactory performance in his/her current position, and must submit a written request justifying his/her advancement, favorably endorsed by his/her immediate supervisor up to and including his/her department head. In any case where a request is rejected, the employee will be counseled in writing as to
what actions must be taken to be advanced. Subsequent requests for advancement may only be made at six-month intervals. The City Manager may in his/her sole discretion, waive up to one year of the three years of demonstrated satisfactory performance.

Section 10.7 Me Too Clause

If any City employee, not represented by the Union under this MOU, receives a cost-of-living increase, then employees represented by the Union will receive the same increase effective on the same date.

Section 10.8 Salary Survey Implementation

1. Implementation at Labor Market Median. The 2021 Total Compensation Study will be implemented at the median of the comparator cities (e.g., the labor market cities).

2. Position Placement in Salary Table. Each position will be placed in the closest (higher) salary range based on the top monthly salary data of the benchmark salary for that position. For those positions found to be at or above the labor market median, the positions will be kept at their current range and the incumbent employees will remain in their current step and salary.

3. Nearest Dollar Placement. In implementing the salary survey, each employee will be placed in the designated range and step equal to or greater than his or her preexisting salary.

4. Merit Increases. Any merit increases due coincident with the effective date of this MOU will be applied only after any increases resulting from the aforementioned position placement, and nearest dollar placement. Merit Increase dates will not be changed as a result of this implementation process.

5. Cost of Living Adjustment (COLA). Any negotiated cost of living adjustment due on the effective date of this MOU will be determined in accordance with Resolution No. 21-48, adopted August 9, 2021, and applied only after any increases resulting from the aforementioned position placement, and nearest dollar placement.

   a. The City shall implement a 4% COLA effective with the pay period that includes July 1, 2021.
   b. The City shall implement a 2.5% COLA effective with the pay period that includes July 1, 2022.

6. Longevity Dates. Longevity dates (i.e., the anniversary of an employee’s hiring, successful completion of probation, last promotion, etc.) will not be affected by salary adjustments resulting from implementation of the basic salary plan.
ARTICLE 11 – UNIFORMS AND EQUIPMENT

Section 11.1 Safety Equipment

For purposes of this article; “proper” means in accordance with Cal/OSHA and best practices provided by UCLA Labor Occupational Safety & Health Program (UCLA-LOSH).

The City shall provide safe and healthy working conditions. This shall include, but not be limited to, the following:

A. Mid-Management employees of the Public Works Division who are regularly assigned to field duties will be provided with:

1. One pair of non-prescription safety glasses, or the City will pay for safety coating on one pair of prescription safety glasses at the employee’s option.
2. “Proper” rain gear.
3. “Proper” high quality lighting and reflective vests for night crew employees.
4. A directional light bar will be provided for all maintenance vehicles used at night.
5. “Proper” venting and exhaust will be provided for all shop areas and enclosures.

Section 11.2 Separation from Service

Upon separation from service, employees will return all uniforms and other city provided equipment.

Section 11.3 Safety Boots

Uniformed Mid-Management employees of the Public Works Department who are regularly assigned to field duties will be reimbursed for the cost of conventional-style work shoes of substantial construction, and for laces, insoles, and related accessories or repairs up to $195 per fiscal year.

Section 11.4 Uniforms

Uniformed employees are responsible for maintaining a neat and professional appearance. Uniform items provided by the City will not be sold, given away, or exchanged for other items or cash without prior permission of the City.

Section 11.5 Safety Committee

The Union and management shall jointly form a safety committee comprised of the, Human Resources and Risk Manager, one representative each from Parks and Recreation, Public Safety, Public Works, Planning, and Economic Development Departments, one representative jointly representing the City Manager's Office, City Clerk's Office and Finance Department, and one representative each named by AFSCME Local 3745 and AFSCME Local 1511. They shall meet at least once every other month and shall be provided with prompt reports about all accidents and injuries, and preventive
measures taken. Such meetings shall be held during work time without loss of pay or benefits.

ARTICLE 12 – SPECIAL PAY PROVISIONS

Section 12.1  Bilingual Pay

Public contact positions, as approved by the City Manager, will be compensated for bilingual capability at an amount ranging from one to five percent.

Section 12.2  Transportation Allowance

Employees holding the job title of Manager and such other employees, who are regularly required to use their personal vehicle in the performance of their official duties, as determined in the sole discretion of the City, will be compensated at a rate of $250 per month. All employees who receive a transportation allowance are required to carry liability insurance in the amounts and types as determined in the sole determination of the City Manager.

Section 12.3  Use of Personal Automobiles

City employees not authorized a transportation allowance and who are required to use a personal vehicle in the performance of their official duties will receive compensation at the U.S. Internal Revenue Service standard mileage rate.

Section 12.4  Mileage Allowance While on Per Diem

Employees using their personal vehicle while traveling on official business, who receive a transportation allowance, and who are eligible for per diem, shall receive compensation at the U.S. Internal Revenue Service standard mileage rate.

Section 12.5  Minimum Hours for Call-Backs, Saturdays and Sundays

A non-exempt employee called back to work after the completion of his/her shift or on a Saturday or Sunday, or on a regular day off (RDO), shall be guaranteed three hours of pay or compensatory time whether or not he or she works the full three hours.

Section 12.6  Bereavement Leave

Four days paid bereavement leave, not chargeable as leave, will be granted to full-time employees in the case of the death of a member of the employee's family. "Family" means any spouse, parent, child, brother, sister, grandparent, grandchild, great-grandparent, great-grandchild, registered domestic partner; related by blood, marriage, adoption, a "step' relationship or domestic partnership agreement. Where used herein, "day" means the employee's scheduled workday, irrespective of the actual number of hours worked.

Section 12.7  Payday

- 17 -
The City will pay employees every two weeks. Paychecks or direct deposits will occur on the Thursday following the completion of each biweekly pay period. If a payday falls on a city observed holiday, all payments shall be made available to City employees on the first day before the city observed holiday in accordance with FLSA.

Section 12.8 Out-of-Class Pay

Employees shall be paid working out-of-class pay from the first hour of the first day of appointment. Employees in an out-of-class appointment as of the date of eligibility for the annual sick or vacation leave payout shall receive such payout at their regular rate of pay. Annual pay-out of accrued sick and vacation leave to employees who are working or have worked out-of-class for 30 or more days will be paid at the out-of-class rate prorated for the time actually worked in the higher class.

Section 12.9 Temporary Assignment Pay

Temporary assignment pay is defined as a temporary upgrade in pay when an employee is assigned additional duties due to another employee’s leave of absence or as part of a temporary project. Temporary assignment pay will not exceed six months, during which time that person will continue to occupy their original position. The Personnel Officer may extend a temporary assignment pay appointment up to an additional six months.

Section 12.9 Job Classifications

The "Final Report – Classification and Compensation Study" authored by Koff & Associates dated March 11, 2015 is incorporated by reference (the "Classification Study"). City will endeavor to maintain current and future classifications in accordance with the Classification Study.

ARTICLE 13 – GRIEVANCE PROCEDURES

Section 13.1 Grievance Procedure

For any dispute, difference, or controversy related to wages, hours, and working conditions, except as provided below, Grievance Procedures are governed by Rule 1100 of the Personnel Rules in attached Exhibit B.

Additional steps applicable to Unit members:

Step Four: City Manager Level - In discussion between the Union and the City Manager.

Step Five: City Council Level
1. Within 10 days of the City Manager’s decision, or if the grievance includes the City Manager or Personnel Officer as a party, the City shall retain a neutral third-party investigator mutually agreeable to the Union and City. In the event the Union and City cannot mutually agree upon an independent investigator, then either party may commence mediation by providing to JAMS a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals, and in scheduling the mediation proceedings. If both the Union and City agree upon a neutral third-party investigator, then both the Union and City shall share the cost of such investigator. In the event one or the other party commences mediation with JAMS, then that party will fully bear the costs of such mediation, regardless of the outcome.

2. Upon completion, the results of either the neutral third-party investigator or the JAMS mediation will be presented to both the Union and the City.

3. Within 5 days of being presented the results of the mediation the City and/or the Union may choose to withdraw, resolve, or proceed with the grievance.

4. Only if the City and/or the Union decide(s) to move forward with the grievance will the City Clerk schedule the matter for a public hearing on or before the next available City Council meeting agenda with 10 days’ notice to the Union. Unless another date is mutually agreed upon between the City and the Union for a special meeting, the City Clerk will schedule the public hearing for a regular meeting.

5. The public hearing will be evidentiary.

6. Following the public hearing, the City Council may uphold, modify, or overturn City’s decision. Any such determination may be made by minute order to written resolution.

A. Grievances shall be initially presented to the City at Step One unless the Department Director, City Manager, or Personnel Officer is a party to the grievance. In such cases the Union may initiate the grievance, if a Department Director is a party, at Step Three or, if the City Manager or Personnel Officer is a party, at Step Five.

B. Except as otherwise provided, no grievance shall remain unresolved at any step for longer than five business days; after five business days, the Union shall have the right to take it to the next grievance step. In the event that a grievance must be investigated, the timelines in this section will be reasonably extended by City and Union but will not ordinarily exceed a total of 30 calendar days.

C. Both the Union and City shall act with reasonable dispatch at each step.

D. There shall be no retaliation for grievances, union membership, or union activity.

ARTICLE 14 – GENERAL PERSONNEL PROVISIONS

Section 14.1 Probationary Period

The probationary period for newly hired and newly promoted employees will be 12 months. Such probationary periods may be extended for six months at the discretion of the City. The Union shall be notified in writing whenever a probationary period is extended. Employees failing probation should be terminated, unless probation was due to a promotion, in which case they should be reinstated to their previously held position.

-19-
Section 14.2  Compensation Study

The City shall conduct an independent labor market-based compensation study (salary survey) in the last year of this MOU, making the findings of that survey available to the Union in March of that year. The City and the Union agree to meet and discuss the salary survey before the City selects the independent survey taker.

Section 14.3  Rotation of Overtime

Overtime will be rotated in seniority order, provided the employee is capable of performing the work. Overtime declined (with at least 48 hours advance notice) shall count as overtime worked. For purposes of this Section, the most senior employee who receives the overtime shall be rotated to the bottom of the list, and so on throughout the seniority order.

Section 14.5  Educational Reimbursement

Regular full-time employees enrolled in an accredited college, university or other school and in a course of study related to their employment by the City are eligible for reimbursement of basic registration fees, course fees, parking fees and books to an annual individual maximum of $2,500 per fiscal year. To receive reimbursement, the course(s) of study must be approved in advance by the City, such determination to be in the sole discretion of the City, and the employee must furnish proof of their successful completion of the course with a grade equivalent to “B” (or “pass” for those graded on a pass-fail basis). The City will appropriate $25,000 per year for this purpose, available to both represented and non-represented employees, on a first come basis. The City Manager will promulgate administrative policies and procedures needed to implement this provision.

Repayment. If for any reason an employee receiving reimbursement leaves the City’s service within 1 year of the date of reimbursement, he/she must re-pay the City in full for any reimbursement received. If for any reason an employee receiving reimbursement leaves the City’s service between one and two years from the date of reimbursement, he/she must re-pay the City in full for 50% of any reimbursement received. The City Manager is authorized to undertake such action that may be necessary to collect any such debt.

Section 14.6  Cafeteria Plan (IRC Section 125)

The City will provide a cafeteria plan or flexible benefit plan to all full-time employees, subject to the following terms and conditions:

1. The City will manage the plan.
2. The administrative costs of the plan will be borne entirely by the City.
3. Employees may elect to withhold not less than $300 or more than $2,750 per year for medical reimbursement. The "year" for the plan will be from January 1st through
December 31st. Employees hired during the plan year may not enroll until the next plan year.

4. Up to $500 of unused amounts remaining at the end of a plan year in a health FSA may be rolled over to the following year’s plan.

5. Employees must enroll before December 31st of the year proceeding the plan year in which they will draw benefits.

6. Dependent care and medical reimbursement accounts will both be available.

Section 14.7 Layoffs Due to Subcontracting

1. No employee, who was full-time as of June 19, 2021, shall be laid off on or before July 1, 2023 as a result of subcontracting.

2. Full-time employees will not have their hours reduced in a layoff unless mutually agreed to in writing by the City and the Union(s).

Section 14.8 Promotions

Except by prior mutual agreement between the City and the Union, confirmed in writing, whenever a vacancy occurs, the City will post notice throughout the City for five working days before the final filing date as listed in the employment flyer. Such posting will include City Hall, Simms Park, Caruthers Park, Thompson Park, Public Safety and Public Works and will be sent via email to all employees with a City email address. The City will make every reasonable effort to promote from within. Seniority will be a factor in this decision.

Section 14.9 Mutual Aid Leave Bank

1. **Purpose.** The Mutual Aid Leave Bank is established to provide employees a means to donate accumulated vacation and/or accumulated sick leave to assist fellow employees during times of catastrophic illness or injury to themselves or members of their immediate family.

2. **Policy.** The Mutual Aid Leave Bank will be governed by the following policies:

   a. **Donations.** Donations are: 1) voluntary; 2) irrevocable; 3) donated in whole hour increments; 4) confidential; 5) accepted throughout the year; and 6) will be taxed in accordance with federal and state law. Only full-time employees who have more than 160 hours of accumulated sick leave may donate time to the Mutual Aid Leave Bank.

   b. **Eligibility.** Eligibility for the accepting donated time is as follows:

      1. The employee must be a full-time employee who has passed probation.

      2. Immediate family members shall be limited to a spouse, registered domestic partner, children, and parents only. Should an employee demonstrate financial responsibility for another dependent living in his/her home, that individual may also be considered an immediate family member.
3. The employee, or immediate family member, must be experiencing a diagnosed catastrophic or life-threatening illness or injury as verified by a medical provider.

4. The employee must have used all of his/her own sick, vacation and compensatory time.

c. **Procedure.** To participate in this program, an employee must follow the following procedure:

1. An employee wishing to receive donated time must make his/her request in writing to the Personnel Officer, accompanied by such documentation as demonstrates the extent of his/her injury or illness.
2. The Personnel Officer will review the request, seek additional information if necessary and make a recommendation to the City Manager and the Union Presidents.
3. If approved by the City Manager, and the Union Presidents, the Personnel Officer will notify the employee of the approval and coordinate with the Finance Director, or designee, for the completion of the timecards.
4. If the request is denied, the Personnel Officer Resources and Risk Manager shall notify the person making the request in writing for the reason of their denial.
5. Requests for donations shall be made at least once each year or more often if the need exists.
6. Donated hours shall be converted into dollars by the Finance Director, or designee.

All parties involved with the approval of the request shall maintain strict confidentiality of any and all private medical information revealed during the request process in accordance with federal and California law.

d. **Use.** Use of donated time shall conform to the following:

1. Use will be supplementary with other applicable benefits (workers’ compensation, short- or long-term disability, State disability, etc.).
2. The employee receiving donated time shall not receive combined compensation payments greater than his/her monthly base salary.
3. The employee receiving donated time is responsible for paying the employee’s share of any associated Federal or State taxes.
4. The maximum amount of donated time used by any individual may not exceed a total 1,040 hours during his/her course of employment with the City.
5. If more than one employee is eligible at the same time and the time bank does not have sufficient hours to provide for the eligible employees, the hours in the bank will be shared equally until one or more employees are no longer eligible because of separation from service or otherwise do not meet the qualifications established above.

e. **Balance on Hand Report.** The total number of hours available in the Mutual Aid Leave Bank is a matter of public record. Upon request the Personnel Officer will furnish to the Union President the dollar balance on hand in the leave bank.

Section 14.10  Meal and Break Periods

Non-exempt employees whose workday exceeds 12 hours will be afforded a second 30-minute non-compensated meal period.

Except for maintenance employees of the Public Works Department and subject to the convenience of the City, non-exempt employees may elect to take either or both 15-minute breaks in conjunction with his/her lunch period.

Section 14.11  Holidays

Full-time employees shall receive the holidays listed below with full pay and all differentials. Differentials includes Out-of-Class pay and Temporary Assignment Pay. Holidays which fall on Saturday shall be observed on the immediately preceding workday. Holidays which fall on Sunday are observed on the immediately following workday. Holidays that fall on an employee’s RDO Friday will be observed on the immediately preceding workday. Those that fall on an RDO Monday or other day of the week will be observed on the immediately following workday.

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year’s Eve

Section 14.11  Service Awards

Beginning with the December 2021 Service Awards, full time award amounts will be as
follows:

5 years of full-time service = $500.00
10 years of full-time service = $1,000.00
15 years of full-time service = $1,500.00
20 years of full-time service = $2,000.00
25 years of full-time service = $2,500.00
30 years of full-time service = $3,000.00
35 years of full-time service = $3,500.00
40 years of full-time service = $4,000.00

Employees with 30 or more years of service who retire after their anniversary date but prior to the December Employee Recognition Event will receive their award in their final paycheck.

Section 14.12 Miscellaneous

A. **Polygraph Exams.** No employee shall be asked or required by the City to take a polygraph examination.

B. **Voluntary Contributions to Political Action Committees.** Upon receipt of an authorization form, the City shall deduct from employee pay checks, voluntary contributions to the "PEOPLE" political action committee of AFSCME, or "Save Our City Services Fund" of the Action for Better Cities (ABC) organization of the League of California Cities, or other similar organizations. Such contributions shall be promptly remitted to the intended recipient. The City will provide authorization forms for this purpose.

C. **Computer Loan Program.** The City has established a loan program to enable regular full-time employees in good standing and with at least 12 months of service to purchase computers and associated software and peripherals.

1. The maximum amount of the loan will be $3,000, with no interest, for a maximum period of 30 months.

2. No employee will be authorized a second loan before the first loan being paid in full.

3. Any unpaid balance is due upon the termination of employment and will be deducted from the final paycheck. Any remaining unpaid balance is due from the employee's personal resources.

4. The City Manager will establish such internal policies as may be needed to implement this program.
ARTICLE 15 - SAVINGS CLAUSE

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal, State, County and Local laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state, or local law or regulations, or is otherwise held to be invalid or unenforceable by a court of law of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any provision is held contrary to law, the parties shall meet and confer, and reach agreement on a replacement provision.

ARTICLE 16 - FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

The parties acknowledge that during the meeting and conferring in good faith, which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this MOU.

Therefore, the City and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees, that the other party is not obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU, or with respect to any subject or matter not specifically referred to or covered in this MOU, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this MOU.

The parties agree to continue their long-standing policies in that there will be no discrimination against any employee because of membership or non-membership in the Union, race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry, political/Union activity, or any other protected class.

The parties hereto agree this MOU cannot be modified, changed, and/or canceled in any way, except by mutual written consent of said parties as set forth in this MOU.

The parties acknowledge the provisions of the MOU require a close degree of cooperation between the parties. The need to modify the MOU and/or clarify the intent or application of some MOU provisions may arise during the term of this MOU. If such need arises, the parties may make such modifications, refinements and/or adjustments through the use of a Side Letter or a Letter of Agreement ("LOA"). The use and content of any such Side Letter or LOA must be mutually agreed upon by the parties, executed in writing, attached to this MOU as an addendum, and become a part hereof.
LOA’s will be used for the purpose of clarification of existing MOU provisions with no substantive or economic change to the MOU. LOA’s may be executed on behalf of the City by the Personnel Officer and the City Manager.

Side Letters may be used to amend the MOU. Such amendments may or may not have a substantive and/or economic impact. Side letters with insignificant or no economic impact to the City, as determined by the City Manager after consultation with the City Attorney, may be executed on behalf of the City by the Personnel Officer and the City Manager. Side letters with a significant economic impact to the City, as determined by the City Manager, may be tentatively agreed to by the Personnel Officer and the City Manager, in a form approved by the City Attorney, but will have no force and effect whatsoever unless or until approved by City Council.

Should the City grant a wage increase or modify benefits for any other recognized employee group not contained in that group’s existing MOU on or before the end of this MOU, the City agrees that said changes will be discussed between the parties hereto.

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.
ARTICLE 17 – TERM

This MOU will in effect for an initial term commencing June 19, 2021 and ending June 30, 2023. It is, however the mutual understanding of all parties hereto that this MOU is of no force or effect whatsoever unless or until ratified by the members of the Union in the Unit and the City Council of the City of Bellflower. This MOU continues in effect from year-to-year thereafter, unless amended.

This MOU may be terminated at the end of the initial term, or any subsequent contract period, by either party giving written notice to the other not less than 60 calendar days before the end of the applicable term. Bargaining will begin within 30 calendar days following the receipt of such notice, unless mutually agreed to otherwise.

Following the expiration of the MOU, the MOU will continue in effect until a successor MOU is agreed upon.

EXECUTION OF THE NEW AGREEMENT

On November 16, 2021, this MOU was ratified by simple majority vote of Unit employees who are in classifications represented by the Union.

CITY OF BELLFLOWER

[Signature]
Jeffrey L. Stewart, City Manager
Date: 12/6/21
APPROVED AS TO FORM
Karl H. Berger, City Attorney
Date: 12/6/21

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1511, COUNCIL 36

[Signature]
Joseph Chacon, President
Date: 12/7/21

[Signature]
Brian McNerney, Vice President
Date: 12/7/21

[Signature]
Abdul Johnson, Business Representative
Date: 12/7/21
Exhibit A

Covered Classifications

Accountant
Senior Accountant
Accounting Technician I/II
Assistant/Associate Planner
Assistant City Engineer
Associate Engineer
Code Enforcement Inspector I/II
Code Enforcement Supervisor
Finance Analyst
Finance Manager
Management Analyst I
Management Analyst II
Management Assistant
Marketing Specialist
Planning Manager
Public Safety Supervisor
Public Works Division Head (Facilities)
Public Works Division Head (Inspection Services)
Public Works Division Head (Streets)
Public Works Manager
Recreation Coordinator
Recreation Manager
Recreation Supervisor I
Recreation Supervisor II
Senior Management Analyst
Senior Marketing Specialist
Senior Planner
Exhibit B

Personnel Rules