CITY OF BELLFLOWER

RESOLUTION NO. 21-70

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) FILE NO. 21-03 WITH AFSCME-REPRESENTED PART-TIME MAINTENANCE AND COMMUNITY SERVICES OFFICER EMPLOYEES IN THE BELLFLOWER MUNICIPAL SERVICE FOR FISCAL YEARS 2021-2022 AND 2022-2023; AND SUPERSEDING RESOLUTION NO. 19-73

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. 21-03 with AFSCME-Represented Part-time Maintenance and Community Services Officer 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. 19-73 (adopted September 9, 2019) and any other resolution pertaining to a compensation plan for part-time maintenance and community services officer employees in the Bellflower municipal service is incorporated into this Resolution, it is superseded in its entirety effective June 19, 2021.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.

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Ray Munton, Mayor

ATTEST:

Mayra Ochiqui, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT:

Exhibit A – Memorandum of Understanding No. 21-03
Exhibit B – Personnel Rules
MEMORANDUM OF UNDERSTANDING

between

THE CITY OF BELLFLOWER

and

AFSCME 3745 (Part Time)

June 19, 2021 – June 30, 2023
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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 3745 ("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 certain part-time time Maintenance and Community Services Officers ("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 – MANAGEMENT RIGHTS

To ensure the City is able to carry out its statutory functions and responsibilities, the following matters are not subject to the terms of this MOU, but are within the exclusive discretion of the City:

- To select and determine the number and types of employees required
- To assign work to employees in accordance with the requirements determined by the City
- To establish and change work schedules and assignments
- To hire, transfer, and to promote or to lay off employees for lack of work and for all other legitimate reasons
- To suspend, discipline, or discharge employees in accordance with the Personnel Rules
To expand or diminish services
To subcontract for any work or operations
To determine and change methods of operations
To determine and change at its sole discretion the number of locations, relocations and types of operations and the processes and materials to be employed
To make, publish and enforce rules and regulations

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights impacts employees of the Unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU, Personnel Rules and Regulations, or Salary Resolutions.

ARTICLE 4 – UNION RIGHTS

Section 4.1 Meet and Confer
The Union representatives 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-Milius-Brown Act, Government Code § 3500, et seq.

Such employees, 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 4.2 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 4.3 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 4.4 Negotiations

Negotiations for a successor agreement shall begin not later than March 1, 2023. The parties may mutually agree to open negotiations as early as October 2022.

Section 4.5 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 4.6 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 4.7 Reporting Requirements

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

Section 4.8 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 4.9 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 4.10 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 4.11 Use of City Facilities

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

Section 4.12 Employee Personnel File

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

ARTICLE 5 – ANTI-STRIKE CLAUSE

Section 5.1 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 6 – PERSONNEL RULES

Section 6.1 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 6.2 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 7 – 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 7.1 Paid Leaves of Absence.
a. Sick leave with pay may be used for sickness, incapacity, quarantine, pregnancy, and doctor visits.

b. Whenever any person is compelled to be absent from his/her employment with the City due to an injury arising out of, or in the course of, his/her employment as determined by the Worker's Compensation Act, he or she may elect to apply prorated accrued sick leave, if any, to such absence and to receive compensation therefore in an amount equal to the difference between the compensation received by him/her under the Worker's Compensation Act and his/her regular City pay. The City shall contact the employee to determine if the employee desires this supplement.

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

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

**Jury Duty.** Except in the case of a court order to the contrary, a part-time employee called for jury duty will receive his/her regular salary while actually performing jury service, for up a number of hours equal to those actually worked during the immediately preceding pay period, not to exceed a total of 59-hours per year. When a part-time employee is subpoenaed for any matter within the scope of employment, he/she/they will be paid his/her/their regular rate of pay of hours served under the subpoena.

**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 7.2 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 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. All benefits will end and resume as soon as possible in accordance with the rules of each specific benefit. 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 7.3 Other Leaves.

**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.

**Parental Leave for School Visits.** In accordance with Labor Code Section 230.8, An employee who is a parent, guardian, stepparent, foster parent, grandparent or a person who stands in loco parentis to a child of the age to attend kindergarten or grades 1 to 12, inclusive, or a licensed child care provider, may take off up to forty (40) hours each year, for the purpose of either of the following child-related activities:

a) To find, enroll, or re-enroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child, if the employee, prior to taking the time off, gives reasonable notice to the City of the planned absence. Time off for these reasons shall not exceed eight hours in any calendar month of the year.

b) To address a child care provider or school emergency, if the employee gives notice to the City. For the purposes of this section, "emergency" means that the school or child care provider has requested that the child be picked up or the school or child care provider has an attendance policy that prohibits the child from attending or requires the child to be picked up from the school or child care provider, the child has behavioral or discipline problems, the closure or unexpected unavailability of the school or child care provider, excluding planned holidays, or a natural disaster such as a fire, flood, or earthquake.

The employee, if requested by the City, shall provide documentation for the school or licensed child care provider as proof that her/she engaged in child-related activities
permitted by this policy on a specific date and at a particular time. Documentation means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

The employee shall utilize existing sick time off for the purposes of the planned absence authorized by this policy. An employee also may utilize time off without pay for the purposes of the planned absence authorized by this policy.

**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 conclusion of the leave, the employee shall be restored to the same or comparable job position in accordance with Military and Veterans Code Section 395, *et. Seq.*

**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 any accrued sick leave as part of his/her FMLA. However, once that is depleted, the remainder of such leave shall be unpaid.

**ARTICLE 8 – WORK RELATED INJURY**

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

**ARTICLE 9 – HEALTH BENEFITS**

**Section 9.1  Employee Assistance Program**

The City shall continue its Employee Assistance Program for all employees.
Section 9.2     **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 Unions.

**ARTICLE 10 – RETIREMENT BENEFITS**

Section 10.1     **Deferred Compensation**

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

Section 10.2     **Resignation**

Failure to give two weeks’ notice shall mean the employee did not separate 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.

**ARTICLE 11 – SALARIES**

Section 11.1     **Salary Ranges**

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

Section 11.2     **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% percent between the minimum and maximum steps.
3. Step Increases shall be given when due.

Section 11.3     **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 11.4     **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 11.5 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 11.6 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 11.7 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 12 – UNIFORMS AND EQUIPMENT**

**Section 12.1 Safety Equipment**

For purposes of this article; “proper” means in accordance with Cal/OSHA and best practices provided by the UCLA 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. Uniformed 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 lighting and reflective vests for night crew employees.

4. A directional light bar will be provided for all maintenance vehicles use at night.

5. Proper venting and exhaust will be provided for all shop areas and enclosures.

**Section 12.2 Separation from Service**

Upon separation from service, employees will return all uniforms and other city provided equipment.
Section 12.3  Safety Boots

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

Section 12.4  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 12.5  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, AFSCME Local 1511, and BCEA. 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 13 – SPECIAL PAY PROVISIONS

Section 13.1  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, based on an employee’s test scores for the oral and written portion of the bilingual capability test.

Section 13.2  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 13.3  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 of compensatory time whether or not her or she works the full three hours.
Section 13.4  Bereavement Leave

Two days paid bereavement leave, not chargeable as leave, will be granted to part-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 13.5  Payday

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 13.6  Out-of-Class Appointments

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 13.8  Temporary Assignment Pay

The City will compensate employees temporary assignment pay pursuant to Personnel Rule 402.7.2 commencing from the first hour of the first day of such temporary assignment. The time and date of such temporary assignment must be memorialized in writing and confirmed by the Personnel Officer.

ARTICLE 14 – GRIEVANCE PROCEDURES

Section 14.1  Grievance Procedure

A. Except as provided below, Grievance Procedures are governed by Rule 1100 of the Personnel Rules in attached Exhibit B. There shall be no retaliation for grievances, union membership, or union activity.

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 15 - GENERAL PERSONNEL PROVISIONS

Section 15.1 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.

Section 15.2 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 15.3 Job Classifications

Having adopted the Classifications Study, the City will endeavor to maintain current and future classifications in accordance with that Classifications Study. 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 in the City, the City Manager and the Union, chairperson shall review the duties assigned to 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.

Section 15.4 Promotions

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. The City will make every reasonable effort to promote from within. Seniority will be a factor in this decision.

Section 15.5 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 15.6 Miscellaneous

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

2. 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.

**ARTICLE 16 – 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 17 – 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 18 – 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 30, 2021, this MOU was ratified by simple majority vote of Unit employees who are in classifications represented by the Union.

CITY OF BELLFLOWER

Jeffrey L. Stewart, City Manager
Date: 12/6/21

APPROVED AS TO FORM

Karl H. Berger, City Attorney
Date: 12/6/2021

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3745, COUNCIL 36

William Zambra, President
Date: 12/7/21

Abdul Johnson, Council 36
Date: 12/7/21
Covered Classifications

Community Services officer I
Maintenance Worker I
Exhibit B

Personnel Rules