CITY OF BELLFLOWER

RESOLUTION NO. 21-71

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) FILE NO. 21-04 WITH BELLFLOWER CITY EMPLOYEES ASSOCIATION (BCEA) REPRESENTED FULL-TIME EXECUTIVE ASSISTANT EMPLOYEES IN THE BELLFLOWER MUNICIPAL SERVICE FOR FISCAL YEARS 2021-2022 AND 2022-2023

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. 21-04 with BCEA-Represented Executive Assistant 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 any other resolution pertaining to a compensation plan for executive assistant employees in the Bellflower municipal service is incorporated into this Resolution, it is superseded in its entirety effective June 19, 2021.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 No. 21-04
Exhibit B – Personnel Rules
MEMORANDUM OF UNDERSTANDING

between

THE CITY OF BELLFLOWER

and

Bellflower City Employees Association

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 Bellflower City Employees Association ("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 Executive Assistant 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 – 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 for legitimate, non-discriminatory business reasons 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 shall meet and confer with the 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.

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 no 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.

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 Unit. 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. 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. 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. An employee in such instance may also elect to use any earned vacation time in a like manner after his/her sick leave is exhausted. 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.

g. Vacation during Sick Leave. When an employee is sick for a period exceeding five (5) 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 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 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 benefits and accruals will end and resume as soon as possible in accordance with the rules of each specific benefit and accrual. 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 (1) year for employees with ten (10) years or less of continuous service, up to eighteen (18) months for employees with more than ten (10) years continuous service, and up to two (2) years for employees with more than twenty (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 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 the full-time benefits described in Article 9 for up to twelve (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. The city may require an employee to use accrued sick leave during any unpaid portion of their pregnancy disability leave. An employee may also choose to use any accrued leave as part of her PDL.

**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 the full-time benefits for up to twelve (12) weeks during qualifying CFRA leave.

**Section 7.4 Other Leaves**

**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 reenroll 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 vacation, compensatory 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 all accrued sick and vacation leave and compensatory time as part of his/her unpaid FMLA leave, but shall not be required to use their paid leave
to supplement their disability insurance payments. Once an employee’s paid leave is depleted, the remainder of such leave shall be unpaid.

**ARTICLE 8 – 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 9 – HEALTH BENEFITS**

Section 9.1 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 9.1.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 their 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:
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All full-time employees who subsequently retire from PERS service from the City of Bellflower, and except as described above, are otherwise subject to the same restrictions as for full-time employees, and any retiree who is eligible for Medicare is further restricted to Medicare supplemental health insurance. Retirees should contact CalPERS directly at 888-225-7377 for more information on all retiree medical, eligibility, benefit, and enrollment questions.

1. No health insurance benefit will be paid unless the employee, as defined in GC 22772 (formerly GC 22754), 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 or her, 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 Section 22893, plus administrative fees and Contingency Fund assessment.

Section 9.2 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 9.3 Vision Insurance

The City shall provide vision insurance for all full-time employees, spouses or registered domestic partners and eligible dependents without cost to the employee.

Section 9.4 Long-Term Disability Insurance

The City shall provide the long-term disability plan to all full-time employees without cost to the employee. Information about the Long-Term Disability insurance will be provided to employees upon request to Human Resources.

Section 9.5 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 9.6 Employee Assistance Program

The City shall continue its Employee Assistance Program for all employees. Information about the Employee Assistance Program will be provided to employees upon request to Human Resources.

Section 9.7 Consolidated Omnibus Budget Reconciliation Act (COBRA)

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

Section 9.8 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 Unions. Information about the Wellness Program will be provided to employees upon request to HR.

ARTICLE 10 – RETIREMENT BENEFITS

Section 10.1 Retirement Plans

Retirement benefits will be provided through the California Public Employees’ Retirement System (CalPERS). The City will pay the CalPERS employer’s contribution.

1. 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:

**Classic Members.** A classic member is defined as any member who was first brought into CalPERS membership prior to 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.

**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 10.2 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.

ARTICLE 11 — RESIGNATION

Section 11.1 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, the City Manager has waived the two-week notice requirement.

ARTICLE 12 — LAYOFF AND RECALL

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.

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 by 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 13 – SALARIES

Section 13.1 Salary Ranges

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

Section 13.2 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 (5)
   percent in each range, and approximately twenty (20) percent between the minimum and
   maximum steps.
3. Step Increases shall be given when due.

Section 13.3 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 13.4 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 13.5 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 13.6  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 13.7  Salary Survey Implementation

1. Implementation at Labor Market Median. The 2021 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 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 14 – UNIFORMS AND EQUIPMENT**

Section 14.1 **Separation from Service**

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

Section 14.2 **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 14.3 **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 and BCEA (Executive Assistant Unit). 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 15 – SPECIAL PAY PROVISIONS**

Section 15.1 **Out-of-Class Pay**

Employees shall be paid working out-of-class pay from the first hour of the first day of such work. Employees in an out-of-class assignment 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 payout of accrued sick and vacation leave to employees who are working or have worked out-of-class for more than 30 days will be paid at the out-of-class rate prorated for the time actually worked in the higher classification.

Section 15.2 **Temporary Assignment Pay**

The City will compensate an employee 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.
Section 15.3  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 15.4  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 15.5  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 of compensatory time whether or not her or she works the full three hours.

Section 15.6  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 "s:ep' relationship or domestic partnership agreement. Where used herein, “day” means the employee’s scheduled workday, irrespective of the actual number of hours worked.

Section 15.7  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 15.8  Job Classifications

The City shall endeavor maintain current job classification specifications (job descriptions) in accordance with the 2015 Classification Specifications Manual.
ARTICLE 16 – GRIEVANCE PROCEDURES

Section 16.1 Grievance Procedure

Definition of a Grievance

A grievance is an alleged violation of a specific provision of these policies or this agreement that adversely affects the represented employee or the Union and contains all of the information listed in the “Statement of the Grievance” below.

Statement of the Grievance

A concern is not a grievance unless the affected employee or the Union is able to state each of the following: the date of the alleged violation; the specific provision(s) of these Policies that were allegedly violated; a description of all facts regarding how the alleged violation occurred; and a list of all persons who are witnesses or are involved. The grievant may use a City form to make the Statement of the Grievance.

Timelines

Failure of the City to comply with the time limits of the grievance procedures allows the grievant to appeal to the next level of review. Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition. The parties may extend time limits by mutual written agreement in advance of a deadline.

Procedures

(a) Step I Informal Resolution with Supervisor: The employee must first work in good faith to resolve the grievance informally through discussion with his/her/their immediate supervisor not later than 14 calendar days after the most recent grievable incident. The response from the supervisor must be provided within 14 calendar days of the informal discussion.

(b) Step II Department Head: If the employee believes that the grievance was not resolved through Step I, the employee may submit a written Statement of the Grievance to his/her/their department head. The employee must submit the Statement of the Grievance within 14 calendar days after receiving a written response from the supervisor in Step I. The department director will consider, discuss the grievance with the grievant, and/or investigate as the department directors believes appropriate, and will, within 14 calendar days after receiving the written Statement of the Grievance, submit a written decision to the grievant.

(c) Step III Personnel Officer: If the employee believes that the grievance was not resolved
through Step II, the employee may appeal the grievance decision of the department director to the Personnel Officer. Such appeal must be filed within 14 calendar days of the date of the department director's written decision. The Personnel Officer must consider, discuss the grievance with the grievant, and/or investigate as the Personnel Officer deems appropriate, and will, within 14 calendar days of receipt of the written Statement of the Grievance, submit a written decision to the grievant.

(d) Step IV City Manager: If the employee believes that the grievance was not resolved through Step III, the employee may appeal the grievance decision of the Personnel Officer to the City Manager. Such appeal must be filed within 14 calendar days of the date of the Human Resources Manager’s written decision. The City Manager must consider, discuss the grievance with the grievant, and/or investigate as the City Manager deems appropriate, and will, within 14 calendar days of receipt of the written Statement of the Grievance, submit a written decision to the grievant.

(e) Step V City Council: Within 10 business days of the City Manager’s decision, the Union may file a request with the City Clerk seeking City Council consideration of the City Manager’s decision. Upon receiving the request, the City Clerk will place the matter on the next available City Council agenda for consideration and should include the following items in the agenda packet for Council consideration: the staff report, grievance, and copies of the previous decisions regarding the grievance, and the request of appeal from the union. At that meeting, the City Council may, but is not required to, set a public hearing to consider an appeal by the Union from the City Manager’s decision. No testimony may be taken by the City Council at the initial consideration of the appeal and the matter may be placed upon the City Council’s consent calendar. If the City Council declines to consider the Union’s appeal, the City Manager’s decision will immediately constitute the City’s final decision. Should the City Council grant the Union’s request, the matter will be noticed for a public hearing upon the next available City Council meeting agenda with 10 days’ notice to the Unit members. 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. The public hearing will be evidentiary; the City Council may choose to hear verbal testimony or limit evidence to written documents only. Any such determination will be made by the Mayor in accordance with the City Council’s meeting protocols. Following the public hearing, the City Council may uphold, modify, or overturn the City Manager’s decision. Any such determination may be made by minute order or written resolution. The City Council’s failure to take action, or a tie vote, will constitute an upholding of the City Manager’s decision and the City’s final decision.

(f) An employee/employee organization may skip to the next progressive step if the grievance itself involves the person to which this Grievance Procedure requires the grievance to be submitted. For example, if an employee’s grievance is against their supervisor, the employee may skip directly to Step 2 of the Grievance Procedure. There shall be no retaliation for grievances, union membership, or union activity.
ARTICLE 17 – GENERAL PERSONNEL PROVISIONS

Section 17.1 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 17.2 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 17.3 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 17.4 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. The City Manager is authorized to waive an employee’s repayment obligation upon request.

Section 17.5 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 17.6 Promotions

Except by prior mutual agreement between the City and the Union, confirmed in writing, whenever a vacancy occurs, 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 17.7 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 President.

3. If approved by the City Manager, and the Union President, 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.

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Section 17.8   **Meal and Break Periods**

Non-exempt employees whose workday exceeds twelve (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.

In addition, a full-time employee regularly assigned to duty as City Hall Switch Board Operator will also be afforded two additional breaks of at least 15 minutes duration, on the City's time, during each four hours of work. These breaks may not be taken in conjunction with his/her lunch period.

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Section 17.9   **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 17.10 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 17.11 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 Political Action Committees. Such contributions shall be promptly remitted to the intended recipient. The City will provide authorization forms for this purpose.

3. 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.
   a. The maximum amount of the loan will be $3,000, with no interest, for a maximum period of 30 months.
   b. No employee will be authorized a second loan prior to the first loan being paid in full.
   c. 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.
   d. The City Manager will establish such internal policies as may be needed to implement this program.
ARTICLE 18 – 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 19 – 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 20 – 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 December 7, 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: 12/9/21

APPROVED AS TO FORM

Karl H. Berger, City Attorney

Date: 12/9/21

BELLFLOWER CITY EMPLOYEES ASSOCIATION

Melissa Atkinson, President

Date: 12/8/21
Covered Classifications

Administrative Assistant

Executive Assistant I

Executive Assistant II

Office Assistant
Exhibit B

Personnel Rules