AFSCME LOCAL 1511 MOU

CITY OF BELLFLOWER

RESOLUTION NO. 15-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLFLOWER APPROVING MEMORANDUM OF UNDERSTANDING (MOU) FILE NO. 15-01 WITH AFSCME LOCAL 1511 AND ESTABLISHING A COMPENSATION PLAN FOR AFSCME-REPRESENTED MID-MANAGEMENT EMPLOYEES IN THE BELLFLOWER MUNICIPAL SERVICE FOR FISCAL YEARS 2015-2016 AND 2016-2017, SETTING FORTH CERTAIN RULES AND REGULATIONS, AND REPEALING RESOLUTION NO. 13-32

WHEREAS, Section 36506 of the Government Code requires the City Council to prescribe the time and method of payment of salaries and wages of officers and employees of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER AS FOLLOWS:

SECTION 1. The following Memorandum of Understanding File No. 15-01 between representatives of management and representatives of Bellflower municipal employees, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 1511, Council 36, is hereby approved in its entirety and effective on July 1, 2015.

SECTION 2. Resolution No. 13-32 is hereby rescinded effective on June 30, 2015.

SECTION 3. The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER THIS _____ DAY OF ____2015.

_____

Scott A. Larsen, Mayor

ATTEST

_____

Debra D. Bauchop, City Clerk

Doc 320542

CITY OF BELLFLOWER
AGREEMENT FILE NO. 15-01
(REFER RESOLUTION NO. 15-21)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELLFLOWER AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 1511, COUNCIL 36

Sections:

1. **Recognition.**
2. **Management Rights.**
3. **Salaries and Compensation.**
4. **Benefits.**
5. **Transportation.**
6. **Retirement.**
7. **Vacations.**
8. **Holidays.**
9. **Paid and Unpaid Leaves of Absence.**
10. **Hours, Overtime, and Compensatory Time.**
11. **Promotions.**
12. **Layoff and Recall.**
13. **Safety.**
14. **Miscellaneous.**
15. **Union Rights and Dues Deductions.**
16. **Grievance and Arbitration Procedure.**
17. **Substance Abuse Policy.**
18. **Savings.**
19. **No Strike and No Lockout.**
20. **Anti-Harassment Policy.**
21. **Computer Loan Program.**
22. **Training.**
23. **Nepotism.**
24. **Effective Period.**

Exhibit A **Basic Salary Plan.**

1. **Recognition.** The City of Bellflower hereby recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 36, Local 1511 (hereafter the "AFSCME Local 1511") as the Recognized Employee Organization with the right to represent non-sworn City mid-management, professional, technical, inspection and supervisory employees (hereafter referred to as mid-management and supervisory employees) in their employment relations. The City shall meet and confer with AFSCME Local 1511 on all matters having to do with wages, hours, working conditions or employee rights and shall not confer or consult with any other employee organization on these matters.

A. AFSCME Local 1511 represents full-time employees in mid-management and supervisory classifications where incumbents voted in the May 28, 1997 recognition election and classifications created or filled by the City after May 28, 1997 where the duties are more similar to the duties of the employees already in this bargaining unit than they are to the duties of management or other excluded employees.

B. Excluded from recognition of this bargain unit are the City Manager, City Clerk, Assistant City Manager, all department heads, all confidential employees, all part-time employees, and employees who are genuinely temporary.

C. Also excluded from recognition of this bargaining unit are Maintenance and Executive Assistant classifications represented by AFSCME Local 3745.

D. This collective bargaining agreement covers all employees represented by AFSCME LOCAL 1511, and establishes their wages, benefits, hours, and conditions of employment.

2. **Management Rights.** The City reserves, retains, and is vested with, solely and exclusively, all traditional rights of management that have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the employee, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy.

B. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.

C. To determine the nature, manner, means and technology, and extent of services to be provided to the public.

D. Methods of financing.

E. Types of equipment or technology to be used.

F. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City's operations are to be conducted.

G. To determine and change the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.

H. To assign work to and schedule employees in accordance with requirements as determined by the City to establish and change work schedules and assignments.

I. To relieve employees from duties for lack of work or similar non-disciplinary reasons.

J. To establish and modify productivity and performance programs and standards.

K. To discharge, suspend, demote, or otherwise discipline employees for legitimate, non-discriminatory business reasons.

L. To determine job classifications and to reclassify employees.

M. To hire, transfer, promote, and demote employees for non-disciplinary reasons.

N. To determine policies, procedures, and standards for selection, training, and promotion of employees.

O. To establish employee performance standards, and to require compliance herewith.

P. To maintain order and efficiency in its facilities and operations.

Q. To establish and promulgate and/or modify rules and regulations to maintain order and safety at the City's facilities that are not in contradiction with this MOU.

R. To take any and all necessary action to carry out the mission of the City in emergencies.

3. **Salaries and Compensation.**

A. **Exempt Employees.** Exempt employees include all executive, administrative or professional employees who are classified as exempt employees under the provisions of the Fair Labor Standards Act. Exempt employees are salaried employees, and are paid a full salary for any week in which they perform work, without regard to the number of days or hours worked, unless meeting one of the exceptions of the Fair Labor Standards Act. Exempt employees are not subject to the overtime provisions of the Fair Labor Standards Act.

B. **Non-Exempt Employees.** Non-Exempt Employees include all other full and part-time employees who do not meet the test for exempt employees as defined by the Fair Labor Standards Act. In general, these include all hourly employees, regardless of duties. Non-exempt employees are paid for actual days and hours worked, and are subject to the overtime provisions of the Fair Labor Standards Act.

C. **Me Too Clause.** If any City employees, not represented by AFSCME Local 1511 under this MOU, receive a cost-of-living increase, then employees represented by AFSCME Local 1511 shall receive the same increase effective on the same date.

D. **Job Classification Changes.** Whenever an employee is promoted to a new classification, such employee shall be promoted to the lowest step in the new salary range that is no less than five percent (5%) above the old range, except that when the difference between the old salary range and the new salary range is less than five percent (5%), in which case the promotion will be to the nearest higher or equal step. As they apply to represented employees, the City and AFSCME Local 1511 hereby agree to effect changes to job classifications as shown in the Classifications Study and Classification Specifications Study of March 2015 and as in Exhibit A.

E. **Wage and Salary Plan.** There is hereby established a comprehensive wage and salary plan for all AFSCME Local 1511-represented employees of the City. This comprehensive wage and salary plan is based on the salary recommendations of the March 2015 compensation study at the median of the labor market, as modified and agreed to herein, and as shown in Exhibit A, and is designed to provide a fair and efficient framework for the administration of wages and salaries and is based upon the following rules:

1. Each salary range has five (5) main 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. The increase between each number in the successively numbered ranges is approximately one (1) percent.

4. **Implementation of Compensation Study.** Per Section 3.E.4 of the current MOU, and notwithstanding the provisions of Section 3.D, the Compensation Study will be implemented as follows:

   a. **Implementation at Labor Market Median.** The 2015 Compensation Study will be implemented at the median of the comparator cities (e.g., the labor market cities).

   b. **Position Placement in Salary Table.** Each position will be placed in the closest (higher or lower) 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 have been kept at their current range and the incumbent employees have been kept in their current step and salary.

   c. **Additional One Percent Increase.** The salary increases previously agreed to pursuant to Section 6.B employees' payment of the CalPERS member's contribution, will be made after the position is placed in the salary table. After placement of positions in the salary table, each position shall be moved to the next highest salary range.

   d. **Nearest Dollar Placement.** Notwithstanding the provisions of Section 3.D above, in implementing the basic salary plan; each employee will be placed in the designated range and step equal to or greater than his or her preexisting salary.

   e. **Merit Increases.** Any merit increase due coincident with the effective date of this MOU will be applied only after any increases resulting from the aforementioned position placement, 1% increase, and nearest dollar placement. Merit Increase dates will not be changed as a result of this implementation process.

5. **Longevity Dates.** Longevity dates (i.e., the anniversary of an employee's hiring, successful completion of probation, last promotion, etc.) will not be effected by salary adjustments resulting from implementation of the basic salary plan.

F. **Basic Salary Plan.** After analysis of the March 2015 Compensation Study, the City in its absolute discretion, has developed and does hereby establish effective on June 27, 2015 the basic salary plan, attached as exhibit "A" hereto, for all employees covered by this agreement.

1. **Additional One Percent Increase.** The additional one percent increase, referred to in Section 3.E.4.c., is included in Exhibit A.

2. **Cost of Living Adjustment (COLA).** No cost of living adjustment will be made during the period of this agreement.

3. **Probation.**

   a. The probationary period for newly hired and newly promoted employees will be twelve (12) months. Such probationary periods may be extended for six (6) months at the discretion of the City.

   b. AFSCME Local 1511 shall be notified in writing whenever a probationary period is extended.

   c. 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.

4. **Steps within Salary Range.** The five steps of the salary range will be interpreted and applied as follows:

   a. **First Step.** The first step is the minimum rate and should normally be the hiring rate for the class.

   b. **Second Step.** 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.

   c. **Third, Fourth and Fifth Steps.** 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 should be made eligible for these adjustments anytime after the completion of one (1) year 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 annually evaluated after reaching the fifth step in their salary range.

G. **Merit Increase Date Changes.** Whenever an employee is on leave (except for vacation or military duty) for a period of more than 30 consecutive calendar days, any applicable probationary period, evaluation due date, and step increase due date will be moved forward one day for each day off work after the first 30 days. In the event an employee is on leave for one or more subsequent 30 consecutive calendar day period(s), the aforementioned probationary periods and due dates will be moved forward one day for each day off work from the start of the leave.

H. **Bilingual Pay.** Public contact positions, as approved by the City Manager, shall be compensated for bilingual capability at an amount ranging from one (1) to five (5) percent.

I. **Payday.** The compensation due employees of the City shall be on a biweekly basis. Warrants or checks in payment of compensation shall be made available by the City to employees on the Thursday following the completion of each biweekly pay period. If a payday falls on a holiday, all warrants or checks in payment of compensation shall be made available to City employees on the first day before the holiday.

J. **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 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.

K. **Job Classifications.** Having adopted the Classifications Manual and Classification Specifications Manual (Section 3.D above), the City will endeavor to maintain current and future classifications in accordance with these manuals.

L. **Step Increases.** Step increases shall be given when due.

M. **Not Used.**

N. **Compensation Study.** The City will conduct an independent labor market-based compensation study in the last year of this agreement, making the findings of that survey available to AFSCME in March of that year.

O. **Documentation of Across-the-Board Salary Adjustments.** When authorized, annual (July 1st) Cost of Living Adjustments (COLA) and other across-the-board salary adjustments will be documented by a single-line entry on the status sheet of each employee's personnel file. In addition, a message will be enclosed with or printed on the first paycheck in June and July, saying: "Effective July 1, 20__, a _% Cost of Living Adjustment (COLA) (and a _% additional adjustment) will be added to the salary of each full-time employee. If you have any questions, please contact ____ in the Finance Department or _____ in the Human Resources Division." or words to that effect.

P. **Flexible Staffing.**

1. **Implementation.** For classifications designated for flexible staffing in the Basic Salary Plan, all relevant City of Bellflower experience prior to January 1, 2004 will count towards a maximum of one year of whatever experience is required for promotion to the next level within that classification.

2. **Advancement.** For advancement between flexibly staffed positions, an employee must meet all the requirements for the higher position as specified in the Classifications Manual and Classification Specifications Manual, 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 and superior chain-of-command 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.

3. **Job Analyses.** For pre-employment physicals, disability leave analysis, return to work arrangements and other purposes, the City, in consultation with AFSCME Local 1511, will evaluate each job classification for physical demands and environmental conditions, and place it with jobs of similar demands and conditions in one of the following Job Analysis Groups: A – Management and Administrative Jobs, B – Maintenance Jobs, C – Field Jobs (With Driving), and D – Field Jobs (Without Driving). Individual Group assignments will be identified in the basic salary plan, attached as exhibit "A" hereto.

4. **Benefits.**

A. **Health 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 4.A.2.

1. **City-Paid Contribution Maximum.** The maximum level of payment for health insurance shall be $1,257 per month.

2. **Use of Accrued Vacation for Above City-Paid Contribution Maximum Health Insurance.** 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. This periodic payout will not be included in the computation of overtime, and will not count towards the 40 hours of vacation use required for the annual payout of excess vacation leave.

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 Section 4.A.2 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.

b. For employees hired on or after June 1, 2004, and for whom the City of Bellflower makes a retirement contribution, pursuant to its contract with PERS dated February 11, 1965, who subsequently retire from PERS service from the City of Bellflower:

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 $1,257 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.

4. The vesting schedule for employees hired on or after June 1, 2004 shall be as follows:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

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.

4. **Consolidated Omnibus Budget Reconciliation Act (COBRA).** Employees and/or their dependent (beneficiaries) are eligible to continue at their own expense their health coverage at a premium of one hundred two percent (102%) of the applicable group rate if the following conditions apply:

a. Employees, who are terminated, (except those terminated for gross misconduct), or who have a reduction of hours (partial or full layoff or an extended leave of absence of more than thirty (30) days), are eligible to continue their health insurance benefits for eighteen (18) months, thereafter such employees are entitled to convert at their own expense their group policy to individual policies.

b. Beneficiaries of employees, who are no longer eligible for group health coverage because of (1) death of employee, (2) divorce or legal separation from employee, (3) the employee becoming eligible for Medicare, or (4) a dependent child of an employee being no longer qualified as a dependent, are eligible to continue their health insurance coverage for thirty-six (36) months; thereafter such beneficiaries are entitled to convert at their own expense their group policy to individual policies.

c. Disabled qualified beneficiaries may be charged one hundred fifty percent (150%) of the applicable group rate, after the initial eighteen (18) month period of continuation coverage. The qualified beneficiary's disability must be determined under either Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act.

d. Continuation benefits are no longer available when the earlier of the following occurs:

1. The COBRA coverage period expires.

2. City ceases providing any group health plan to any employee.

3. The premium is not timely paid by the employee and/or the beneficiary.

4. The qualified employee and/or beneficiary become covered by any other group plan or Medicare.

5. A beneficiary remarries and becomes covered by another health plan.

B. **Dental Insurance.** The City shall continue to 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 Delta Dental Group Policy No. 00-003119-0001, or its equivalent or better. Employees, at their option, may choose DeltaCare PMI for themselves and their dependents without cost to the employees or dependents.

C. **Vision Insurance.** The City shall provide eye care only for those employees who choose the DeltaCare HMO plan.

D. **Long Term Disability Insurance.** The City shall continue to provide the long term disability plan to all full-time employees without cost to those employees.

E. **Life Insurance.** Each full-time employee shall receive group life insurance 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 thirty (30) calendar days after termination of employment or eligibility ceases.

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

G. **Wellness Program.** The City shall provide for a wellness program, but will not require employee participation.

H. **Compensation for Opting Out of Medical, Dental and/or Vision Insurance.** Employees who have comparable coverage through an alternative medical, dental and/or vision plan may elect to opt out of medical, dental and/or vision coverage and receive compensation for medical equivalent to the lesser of $500 or the average of the highest and lowest premiums paid by the City on July 1, annually, and for dental and/or vision equivalent to the lesser of $80 or the average of the highest and lowest premiums paid by the City on July 1, annually, 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 medical and/or dental/vision plan and also provides copies of an appropriate document showing that the employee, his/her spouse or registered domestic partner and any other dependent are all covered. The employee is additionally required to give immediate notice to the City of any change in coverage. The City, in its absolute discretion, will make the determination of comparable coverage.

I. **Reinstatement After Opting Out.** Employees and their dependents will only be eligible to reinstate medical, dental, and/or vision 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 this request. Open enrollment periods may be subject to change at the sole discretion of CalPERS and the dental and vision insurance carriers. The City is not responsible for any such changes.

State law permits retirees and survivors who were eligible for, but not actually enrolled in, health benefits coverage under PEMHCA upon retirement to enroll in the program within 60 days of retirement or during any future annual open-enrollment period.

J. **Deferred Compensation.** The City will provide a deferred compensation plan to all full-time employees.

1. The City will match full-time employee "regular" contributions to deferred compensation up to 3% of combined base pay and bilingual pay to all full-time employees. The measurement period for the match will be based on calendar year. The employer's contribution will be evenly distributed throughout the calendar year.

2. There will be no City match to any employee's special contributions.

K. **Not used.**

L. **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 $2,500 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.

M. **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 shall be 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 by the City, such determination to be in the sole discretion of the City, and the employee must furnish proof of his/her successful completion of the course with a grade equivalent to "B" (or "pass" for those graded on a pass-fail basis). Employees receiving reimbursement who leave the City's service within 2-years of the date of reimbursement must re-pay the City in full for any reimbursement received. The City shall 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 establish such internal policies as may be needed to implement this provision.

5. **Transportation.**

A. **Exclusive Use of City Vehicles.** Such employees as the City Council, at their sole discretion may designate, may be provided a City vehicle for their exclusive use (i.e., take-home). The City reserves the right to, and the City Manager will, establish safeguards to prevent and correct any abuse of exclusive use vehicles by authorized employees. Abuse by material personal use may result in the loss of an exclusive use vehicle without other compensation. Material personal use means use of the vehicle for personal profit or gain. Examples of material personal use include use in connection with another job, use for travel on personal business outside the general route to and from home and work, and operation of the vehicle in a grossly unsafe or negligent manner.

B. **Special Allowance in Lieu of Exclusive Use of City Vehicle.** Employees previously authorized the exclusive use of a City vehicle that elected to provide their own vehicle will receive compensation of $450 per month. Employees who elected this benefit in lieu of a vehicle may not subsequently elect to receive use of a vehicle.

C. **Not Used.**

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

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

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

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

B. **Classic CalPERS Member's Contribution.** Full time employees who are classified as "classic members" by CalPERS regulations shall pay the CalPERS member's contribution as follows:

1. Beginning with the pay period which includes July 1, 2012, each employee will receive a one percent (1%) pay increase and each employee will assume responsibility for paying two-sevenths (2/7) of the member's share, which is two percent (2%) of PERS-able salary on a pre-tax basis.

2. Beginning with the pay period which includes July 1, of each year after 2012, each employee will receive a one percent (1%) pay increase and each employee will assume responsibility for paying an additional one-seventh (1/7) of the member's share, which will be one percent (1%) of "PERS-able" salary on a pre-tax basis; provided, however, that in any year in which the City determines, in its sole discretion, it does not have the financial resources to provide the aforementioned pay increase, no pay increase will be made by the City and no corresponding increase in the employees' responsibility for the member's share will be made until the City has the financial resources to do so.

3. This process will continue until each employee is paying the entirety of the member's share, which is currently seven percent (7%) of "PERS-able" salary on a pre-tax basis.

4. Beginning with the pay period which includes July 1, of the year following the year in which each employee is paying the entirety of the member's current share, each employee will receive a one percent (1%) pay increase.

5. The City shall report to CalPERS the value of the employer paid member contributions as additional compensation.

C. **New CalPERS Members Contributions.** Full time employees hired by the City of Bellflower on or after January 1, 2013 who are classified as "new members" by CalPERS regulations shall pay their employee contribution as required by CalPERS law, and regulations.

D. **CalPERS Elective Provisions.**

1. **Classic Members.** The City shall continue to provide the following CalPERS elective provisions: 1959 Survivor's Benefit Option, Continued Employment Option Past Age 70, One Year Final Compensation, Industrial Disability Retirement (Section 21151), Improved Non-Industrial Disability Allowance (Section 21427), and Service Retirement with 2 percent (2%) at Age 55.

2. **New Members.** The City shall continue to provide the following CalPERS elective provisions: 1959 Survivor's Benefit Option, Continued Employment Option Past Age 70, Three Year Final Compensation, Industrial Disability Retirement (Section 21151), Improved Non-Industrial Disability Allowance (Section 21427), and Service Retirement with 2 percent (2%) at Age 62.

E. **CalPERS Credit for Military Service.** So long as it is allowed by CalPERS, employees with prior honorable military service may buy additional CalPERS service credit equal to their active duty military service, not to exceed four years. The purchase may be by lump-sum payment and/or amortized payment not exceeding 96 months.

7. **Vacations.**

A. A full-time employee, after being employed by the City for twelve (12) months, shall be entitled to use accrued hours of vacation. Vacation leave shall accumulate on the basis of eighty (80) hours for the first year of service, and eight (8) additional hours for each year after the completion of one (1) year of service to a maximum accumulation of two hundred (200) hours per year.

B. Employees with significant prior municipal government or other qualifying experience may, at the sole discretion of the City Manager, be authorized a higher rate of accumulation, not to exceed the maximum rate, and may be authorized to use accrued vacation during the first year of employment. Employees hired at entry-level positions will not be considered to have significant qualifying experience for vacation accrual and use purposes. Authorization of a higher rate of vacation accumulation will not be retroactive to any date earlier than the effective date of this agreement.

C. In the event one or more holidays fall within a vacation leave, such days shall not be charged as vacation leave.

D. Except as noted below, all employees are limited to a maximum accumulation of 320 hours of vacation. Employees with over 320 hours will be allowed to carry those hours on the books until the pay period that coincides with the last pay date in June of each year and then be paid on a one-for-one basis for all accrued vacation leave in excess of 320 hours. Such payment is to be made on or before the second pay date in July. To qualify for this payout, the employee must use a minimum of 40 hours of vacation leave during the 12 months ending with the pay period that coincides with the last pay date in June; those failing to do so shall forfeit any hours in excess of 320. Forfeited hours shall be donated to the Mutual Aid Leave Bank unless requested in writing not to be by the employee.

E. Vacation accruals may be used by the employee with full pay plus all differentials.

F. An employee who becomes sick, or incurs an injury, while on vacation may request that such day or days be converted to sick leave and the vacation leave restored. Such a request will not be unreasonably denied.

G. Vacation requests for employees with twelve (12) or more months of employment with the City shall not be unreasonably denied.

H. In any pay period, vacation leave shall only accrue to the employee who either works or is compensated for at least 26 hours.

I. **Sick Leave Use In Lieu of Vacation.** Vacation may be used in lieu of sick leave, but sick leave may not be used in lieu of vacation.

8. **Holidays.**

A. **Paid Holidays.** Full-time employees shall receive the following holidays with full pay and all differentials:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day Following Thanksgiving Day
- Work Day Prior to Christmas Day
- Christmas Day
- New Year's Eve Day

B. **Holidays Falling on Saturday or Sunday or Regular Day Off (RDO).** Holidays which fall on Saturday shall be observed on the immediate preceding workday. Holidays which fall on Sunday shall be observed on the immediate following workday. Holidays that fall on an employee's RDO Friday will be observed on the immediate preceding workday; those that fall on a RDO Monday or other day of the week will be observed on the immediate following workday.

C. **Holiday Pay.** Any full-time non-exempt employee who works any hours on any holiday shall be compensated at double time regular pay, and all differentials, plus compensatory time equal to a full day off with pay. When any such employee works on both the observed holiday and the actual holiday, both days will qualify for holiday pay.

D. **Full Pay on Holidays.** Irrespective of the length of an employee's normal workday, employees will receive full pay on paid holidays.

9. **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.

A. **Paid Leaves of Absence.**

1. **Sick Leave.** Full-time employees shall receive from the City eight (8) hours of paid sick leave for each month of employment to a maximum accumulation of one hundred sixty (160) hours. Each full-time employee shall be paid on a one-for-one basis for all accrued sick leave in excess of the maximum one hundred sixty (160) hours. Such payment is to be made on the last payday in November.

   a. In any pay period, sick leave shall only accrue to the employee who either works or is compensated for at least twenty-six (26) hours.

b. 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 to his or her estate.

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

d. 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.

e. Sick leave shall not be abused. Abuse shall normally be subject to progressive discipline.

f. 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.

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

h. **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.

i. **California Family Sick Leave.** Employees entitled to sick leave may use an amount up to that equal to what would be accrued during six months at the employee's then current rate of entitlement, to attend to the illness of a child, parent, spouse or domestic partner of the employee.

j. **Vacation Use In Lieu of Sick Leave.** Vacation may be used in lieu of sick leave, but sick leave may not be used in lieu of vacation.

2. **Bereavement Leave.** Three (3) days paid bereavement leave, not chargeable as leave, shall 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 or 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 scheduled.

3. **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 (when he or she or his/her family member is not a party to the lawsuit) he or she will be compensated in a like manner to jury duty.

   a. Upon receipt of a summons to jury duty or subpoena to appear, the employee summoned will promptly notify his/her department head.

   b. Employees paid for jury duty, whether for actual jury service or in response to a subpoena, will surrender any per diem paid them to the City's Finance Department. Employees may retain whatever mileage, if any, paid them in connection with this service. Employees may request reimbursement for eligible expenses incurred and not otherwise reimbursed.

   c. It shall be the duty of the City employee requesting compensation under this provision to obtain for and present to the City Manager any and all information as requested necessary to verify times and dates of such employee's court related attendance.

4. **Same Day Leave.** Each full-time employee shall be able to use three (3) eight (8) or nine (9) hour vacation leave days each fiscal year for personal reasons on a same-day, call-in basis. Employees using same day

leave must call in at or before the start time of their shift for that day and record such use on their timecard. Requests may be denied if they should pose a hardship to the employee's department or City, and are subject to review by the employee's supervisor. Same-day leave shall be deducted from accrued vacation leave or compensatory time as determined by the employee and reported by the employee on the employee's timecard, and will not accrue from year-to-year if not used. Same day leave must be used in full day increments only.

5. **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.

B. **Unpaid Leaves of Absence.**

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

2. **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.

C. **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 Section 4 (Benefits) for up to twelve (12) weeks, with the following exceptions:

1. **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.

2. **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 described in Section 4 (Benefits) for up to twelve (12) weeks during qualifying CFRA leave.

3. **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".

D. **Other Leaves**

1. **Parental Leave for School Visits.** An employee who is a parent, guardian, or grandparent having custody of one or more children in kindergarten or grades 1 to 12 inclusive, or attending a licensed child care facility, may take off up to forty (40) hours, each school year not exceeding eight (8) hours in any calendar month of the school year, to participate in activities of the school of any child. Before taking the time off, the employee must give reasonable notice to the City of the planned absence. Provided the employee has sick leave, vacation leave, or compensatory time, the employee shall have the choice of using either paid or unpaid leave for such visits. The employee, if requested to do so, shall provide documentation from the school as proof that he or she visited the school on a specific day and at a particular time.

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

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

E. **Mutual Aid Leave Bank.**

1. **Purpose.** The Mutual Aid Leave Bank is established to provide employees a means to donate accrued accumulated vacation and/or accumulated sick leave in excess of 160 hours 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 shall be: 1) voluntary, 2) irrevocable, 3) donated in whole hour increments, 4) confidential, 5) accepted throughout the year, and 6) subject to taxation in accordance with applicable State and Federal regulations.

   b. **Eligibility.** Eligibility for the use of donated time shall be in accordance with the following:

      1. The employee shall be a full time employee.
      2. Immediate family members shall be limited to a spouse, registered domestic partner, children, and parents only. In the event that an employee can demonstrate financial responsibility for another dependent living in his/her home, they may also be considered immediate family members.
      3. The employee, or immediate family member, must be experiencing a diagnosed catastrophic or life threatening illness or injury.
      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 shall make his/her request in writing to the Human Resources and Risk Manager, accompanied by such documentation as demonstrates the extent of his/her injury or illness.
      2. The Human Resources and Risk Manager shall review the request, request additional information if necessary and make a recommendation to the City Manager and AFSCME Local 1511's president.
      3. If approved by the City Manager, and the Presidents of AFSCME Local 3745 (Maintenance and Executive Assistant Bargaining Unit) and AFSCME Local 1511 , the Human Resources and Risk Manager shall notify the employee of the approval and coordinate with the Finance Department for the completion of the timecards.
      4. If the request is denied, the Human Resources and Risk Manager shall notify the person making the request in writing for the reason of the 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 Department.
      7. 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.

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

1. Use shall be coordinated 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 employee must have been approved by the City Manager as eligible to receive donated time.
5. The maximum amount of donated time used by any individual shall not exceed 1,040 hours during his/her course of employment with the City.
6. 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 shall be shared equally until one or more employees are no longer eligible.

e. **Balance on Hand Report.** Upon request, the Human Resources and Risk Manager will furnish to AFSCME Local 1511's President the dollar balance on hand in the leave bank.

10. **Hours, Overtime, and Compensatory Time.**

A. **Working Hours.**

1. **9/80 Work Schedule.** Nine (9) hours on four days each week and eight (8) hours on one day in alternate weeks, exclusive of lunch period, shall constitute a day's work for all employees working 9/80 work schedule.

2. **Other Work Schedules.** The City Manager may establish other work schedules as needed when public necessity or convenience so requires.

B. **Work Week.** It shall be the duty of each department head to arrange the work of his department so that each employee therein shall work not more than five (5) days in each calendar week except that a department head may require an employee to temporarily perform service in excess of five (5) days per work week when public necessity or convenience so requires. In addition, certain employees, in the absolute discretion of the City, may be assigned varying schedules of up to forty (40) hours per week, such as a three (3) day or four (4) day work week.

1. **9/80 Work Schedule.** For employees working a 9/80 work schedule, the official work week of the City shall be four (4) days of nine (9) hours each and one (1) day of eight (8) hours each, alternating with a week of four (4) days of nine (9) hours each.

2. **Other Work Schedules.** The City Manager may establish other work schedules when public necessity or convenience so requires.

3. **Length of Work Week.** For purposes of calculating overtime, each non-exempt employee's pay period will be divided into two work weeks of equal length.

C. **Compensatory Time.**

1. **Non-Exempt Employees.** When a non-exempt employee works overtime, such employee may have the choice of receiving (1) pay at time and one-half or (2) extra time off ("compensatory time") at one and one-half times the hours worked. The employee's superintendent or supervisor will decide whether to grant compensatory time requests, always making every reasonable effort to accommodate the employee's preference. Employees with compensatory time earned under the provisions of this Section shall accrue such time to a maximum of 40 hours. Any hours in excess of 40 hours will be paid. For purposes of computing compensatory time, hours paid shall count as hours worked.

2. **Exempt Employees.** At the sole discretion of the City Manager, those exempt employees whose duties require regular attendance at meetings of the City Council and/or City commissions and committees, or at weekend or

evening special events (including after-hours callout of Public Works personnel), may be afforded 40-hours of paid administrative leave per year. Paid administrative leave afforded to exempt employees is not cumulative from year-to-year, nor is it convertible to any cash benefit. Paid administrative leave afforded exempt employees will be requested and granted in the same manner as vacation time.

D. **Overtime.** Whenever a non-exempt employee shall be required to work overtime (i.e., hours worked in excess of 40-hours per week) at the direction of his/her department head, the employee shall receive compensation for such overtime work at one and one half (1.5) times his/her regular rate of pay. When an employee is required to work at the direction of his/her department head more than sixteen (16) consecutive hours in a twenty-four (24) hour period, he or she shall be compensated at twice the rate of his/her regular rate of pay for hours in excess of sixteen (16). When an employee is required to work at the direction of his/her department head more than eighty (80) hours in one calendar week, he or she shall be compensated at twice the rate of his/her regular rate of pay for hours in excess of eighty (80). For purposes of computing overtime, hours paid shall count as hours worked.

E. **Rotation of Overtime.** Overtime shall be rotated in seniority order, provided the employee is capable of performing the work. Overtime declined (with at least forty-eight (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, the next most senior shall be offered the overtime, and then rotated to the bottom of the list, and so on throughout the seniority order).

F. **Meal and Break Periods.** Non-exempt employees shall receive a regular unpaid meal period of at least thirty (30) minutes duration during each six-hour or greater workday, and a paid break of at least fifteen (15) minutes duration during each four (4) hours of work. Non-exempt employees whose workday exceeds twelve (12) hours will be afforded a second unpaid 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.

G. **Minimum Hours for Call-Backs, Saturdays or 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 (3) hours of pay or compensatory time whether or not he or she works the full three (3) hours.

H. **Timecards.** Each employee is responsible for the completeness and accuracy of his/her timecards.

I. **On-Call Public Works Supervisor.** To respond to emergencies or other urgent problems that occur outside normal working hours, the City, in its sole discretion and as needed, may assign qualified managers, inspectors and supervisors in the Public Works Department to duty as On-Call Supervisor. The duties and responsibilities of the On-Call Supervisor fall outside the scope of this MOU.

J. **Not Used.**

K. **Payroll Assignment Pay.** The one Accounting Technician who has primary responsibility for the processing of payroll shall receive 5% additional compensation. This deviation from the recommendations of the 2015 Classification and Compensation Studies is not precedent setting.

11. **Promotions.** Except by prior mutual agreement between the City and AFSCME Local 1511, confirmed in writing, whenever a vacancy occurs, the City shall send notice via e-mail to each Local 1511 member sent five (5) working days before the "final filing date" as listed in the employment flyer using the City's internal computer network. The City will make every reasonable effort to promote from within. Seniority shall be a factor in this decision.

12. **Layoff and Recall.**

A. A layoff shall occur only for lack of work or funds.

B. Seasonal, temporary and part-time employees shall be laid off first. Thereafter, layoffs shall be accomplished in reverse order of seniority within the "family of jobs." However, a displaced employee can displace ("bump") another employee in seniority order only:

1. Laterally to a classification within the family of jobs.

2. Down to a lower paid classification within the family of jobs.

3. Down to a lower classification of previous standing in another family of jobs (i.e., in a layoff, an employee cannot "bump" upward).

When an employee in a layoff "bumps" down to a lower paid classification within a family of jobs, the employee shall receive a step placement on the new salary range that will give the employee the least decrease in salary. Families of jobs are specified in Exhibit A.

C. An employee with less than three (3) years of employment with the City shall be given thirty (30) calendar days written notice prior to layoff; an employee with three (3) years of employment or more shall be given sixty (60) calendar days of written notice prior to a layoff. The City shall promptly give copies of such written notices to the chief steward of AFSCME Local 1511.

D. Recall from a layoff shall be in direct order of seniority within the family of jobs. Recall rights shall exist for thirty-six (36) months from the date of the layoff. Seasonal, temporary, and part-time employees shall be called back to work after employees covered by this agreement.

E. Employees will not have their hours reduced in a layoff unless mutually agreed to in writing by the City and AFSCME Local 1511.

F. 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.

G. Seniority shall mean the total time employed by the City in any full-time classification (i.e., Citywide seniority).

H. 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 AFSCME Local 1511 or the City under any other Sections of this agreement. Both the City and the Union will reasonably attempt to agree on this matter.

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

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

1. One (1) pair of non-prescription safety glasses or the City will pay for safety coating on one (1) pair of prescription safety glasses at the employee's option.

2. Proper rain gear.

3. Proper and high quality lighting and reflection vests for night crew employees.

B. Uniformed Mid-Management employees of the Public Works Division who are regularly assigned to field duties shall be reimbursed for the cost of conventional-style work shoes of substantial construction. Employees shall be reimbursed, up to $195, during each fiscal year.

C. A directional light bar will be provided for all maintenance vehicles used at night.

D. **Not used.**

E. **Not used.**

F. **Safety Committee.** AFSCME Local 1511 and management shall jointly form a safety committee comprised of the Assistant City Manager, Human Resources and Risk Manager, one representative each from Parks and Recreation,

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

G. Proper venting and exhaust shall be provided for all shop areas and enclosures.

H. **Not used.**

I. **Non-Prescription Medications.** The City shall not give, distribute or otherwise make available "free" non-prescription medications, including non-prescription pain medications. Employees are strongly encouraged to seek competent medical advice for any medical problem.

14. **Miscellaneous**

A. **New Rules.** New rules promulgated by the City shall be reasonable and consistently applied.

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

C. **Layoffs Due to Subcontracting.** No employee, who was full-time as of July 1, 2015, shall be laid off on or before June 30, 2017 as a result of subcontracting.

D. **Resignation.** At least two (2) weeks prior to his/her termination, an employee wishing to terminate employment in good standing shall file a written resignation with the City Manager stating the effective date and reasons for leaving. Failure to give such notice shall mean the employee did not terminate in good standing, unless by reason of hardship, and upon his/her request, therefore, the City Manager has waived the two (2) week notice requirement.

E. **Unauthorized Absence and Job Abandonment.** Absence of any employee without authorization in excess of twenty-four (24) working hours or three (3) working days shall constitute job abandonment and may be cause for immediate termination. It shall be the employee's responsibility to promptly inform the City as to his/her leave status.

F. **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 returned for other items or cash without prior permission of the City.

G. **Outside Employment.** The City Manager's approval is required for all outside employment. Pursuant to Government Code 1126, an employee's outside employment activity or enterprise may be prohibited if it:

1. Involves the use for private gain or advantage of his/her City time, facilities, equipment and supplies, badge, uniform, prestige, or influence of his/her City office or employment;

2. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as an employee;

3. Involves the performance of any act in other than his/her capacity as employee which may later be subject directly to the control, inspection, review, audit, or enforcement of any other employee of the City; or

4. Involves time demands as would render performance of his/her duties as an employee of the City less efficient.

H. **Conflict of Interest.** It is the policy of the City that all employees shall maintain the highest standards of conduct and integrity and shall have no outside interests that may be incompatible or involve a conflict of interest with their duties, functions, and responsibilities as City employees.

1. Employees shall not accept, directly or indirectly, payments, loans, commissions, services, promises of future benefits, gifts, gratuities of other items of value from any organization or individual doing business with the City,

except for meals and social invitations of nominal value which are in keeping with good business ethics and which do not obligate the recipient.

2. No employee at any level of the City may serve as a director, officer, partner, employee, consultant, agent or representative, or have a financial interest in any organization which does business with or is affiliated with the City in other than a nominal way, unless on the basis of full disclosure and such association has the specific written approval of the City Manager. In addition, employees are required to abide by applicable federal, state and local statutes, regulations, and ordinances concerning conflicts of interests.

I. **Discipline**. The City reserves the right to impose whatever discipline it deems, in the sole discretion of the City, to be appropriate to the particular circumstances of a case. Except in the case of serious misconduct, discipline will normally be progressive, beginning with oral reprimand and proceeding through written reprimand and suspension, to termination. In cases of serious misconduct, the City may initiate discipline at whatever level it deems appropriate, up to and including termination.

J. **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.

15. **Union Rights and Dues Deductions.**

A. AFSCME Local 1511 shall have reasonable access to employees during breaks, lunches, cleanup time, and also for grievance processing and investigation.

In lieu of bulletin boards, the City shall afford the AFSCME Local 1511 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.

B. Stewards and employee 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.

C. There shall only be one file on each employee and it shall be kept at City Hall in Human Resources. An employee shall have the right to examine the contents of his/her file and to designate an AFSCME Local 1511 representative to assist him/her or to examine the file for the employee with the employee's written permission. Grievance forms or responses, as well as Skelly proceedings, shall not be filed in the employee's personnel file.

D. Upon receipt of an authorization card, the City shall deduct membership dues from the paychecks of AFSCME Local 1511 members. Dues so deducted shall be promptly remitted to AFSCME Local 1511. Maintenance of membership shall be in effect with the window period for withdrawal being annually, from May 1 to May 31.

E. Negotiations for a successor agreement shall begin no later than March 1, 2017. The parties may mutually agree to open negotiations as early as October 2016.

F. During the period of this MOU AFSCME Local 1511 shall have forty-eight (48) additional hours a year on a fully paid basis to send representative(s) to attend AFSCME conventions and workshops.

16. **Grievance and Arbitration Procedure.**

A. Any dispute, difference, or controversy related to wages, hours, and working conditions shall be resolved in the following manner:

Step One: Supervisor Level - In discussion between the steward and the supervisor.

Step Two: Department Level - In discussion between the chief steward and the Department Head.

Step Three: Personnel Director Level - In discussion between the union and the Personnel Director. For this purpose the Personnel Director shall be the Assistant City Manager.

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

Step Five: City Council Level - In discussion between the union and the City Council.

B. Grievances shall be initially presented to the City at Step One by AFSCME Local 1511 within a reasonable time from the occurrence of the dispute. Grievances that arise at a higher level than Step One may be initiated by AFSCME Local 1511 at Step Two, unless the Department Head is a party to the grievance. In such cases the Union may initiate the grievance at Step Three.

C. No grievance shall remain unresolved at any step for longer than five (5) working days; after five (5) working days, AFSCME Local 1511 shall have the right to take it to the next step. The City Council and AFSCME Local 1511 will meet within twenty-one (21) calendar days of AFSCME Local 1511's submission of the grievance to the City Council.

D. AFSCME Local 1511 shall act with reasonable dispatch at each step.

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

17. **Substance Abuse Policy.** It is the policy of the City to maintain a safe, healthful and productive work environment for all employees. To that end, Management will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs, or any substance that would impair the employee's ability to safely and effectively perform the functions of the particular job) that increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage the City's reputation. All employees are to be made aware that violations of the policy may result in discipline, up to and including termination, subject to the grievance procedure.

A. **Policy Regulations**

1. While on duty, it may be grounds for disciplinary action up to and including termination, to sell or trade any drugs or alcohol.

2. It may be grounds for disciplinary action, up to and including termination, if any employee reports to work intoxicated, or under the influence of a controlled substance, narcotic, amphetamine, barbiturate, prescribed or over-the-counter medication in excess of the prescribed dosage, or other non-prescribed hallucinogenic substance, or becomes intoxicated or under the influence while on duty.

3. When a supervisor has reasonable cause to believe that an employee is under the influence of intoxicating liquor, controlled substance, narcotic, amphetamine, barbiturate, prescribed or over-the-counter medication in excess of the prescribed dosage, or other non-prescribed hallucinogenic substance, the supervisor shall have the authority to order that employee, accompanied by a supervisor, to report immediately to a medical facility and to be examined by a physician and to take an appropriate test for drug or alcohol use. The examination shall be conducted while the employee is "on the clock." The City shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's workstation. If requested by the employee, and if a union representative is available within one (1) hour, the union representative may accompany the employee to the medical testing facility or meet the employee at the medical testing facility.

4. If the examination shows that the employee is intoxicated or under the influence of alcohol, controlled substance, narcotic, amphetamine, barbiturate, medication in excess of prescribed dosage, or other non-prescribed hallucinogenic substance, and has been verified through a second test, and has therefore violated the above rules, the employee may be subject to disciplinary action up to and including termination. Within ninety (90) days of the examination and if requested by the employee, Management shall have the examination sample retested by a state licensed independent laboratory/testing facility. The employee shall bear the expense of any independent examination requested. Failure to submit to an examination and test in accordance with this policy, when so ordered by Management, may be grounds for disciplinary action, up to and including termination.

B. **Confidentiality.** All test results shall be kept confidential and will only be revealed to the employee tested and to employees of the City who need to utilize the information in order to carry out their job responsibilities.

C. **Rehabilitation.** Employees who have substance abuse problems will be encouraged to make every effort to overcome such problems and to utilize the services of the Employee Assistance Program (EAP).

D. **U.S. Government Department of Transportation (DOT) Regulations.** The City and AFSCME Local 1511 have already met and conferred and developed a drug and alcohol testing program in accordance with the United States Government Department of Transportation (DOT) regulations 382.101 through 382.119.

18. **Savings.** If any of the provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If any provision is held contrary to law, the parties shall meet and confer, and reach agreement, on a replacement provision.

19. **No Strike and No Lockout.** There will be no strike or work stoppage by the union during the term of this MOU. AFSCME Local 1511 officers will actively discourage any rumored strike. Within the context of a labor management dispute, the City will not engage in a lock out of employees during the term of this MOU. The City will actively discourage any rumored lockout.

20. **Anti-Harassment Policy.**

A. **Purpose.** To define and issue to all employees the City's policy on the prohibition of harassment in the workplace.

B. **Policy.** Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age will not be tolerated. Disciplinary action up to and including termination will be instituted for behavior described in the following definition of harassment.

C. **Definition.** Harassment on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age includes, but is not limited to, the following examples:

1. **Verbal Harassment** - Epithets, derogatory comments or slurs on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age.

2. **Physical Harassment** - Assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age.

3. **Visual Forms of Harassment** - Derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age.

4. **Sexual Favors** - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is conditioned upon employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.

D. **Informal Complaint Process.** An employee who has been harassed on the job should inform the Human Resources Manager. To accommodate the unique nature of harassment complaints, a complaint process is provided for the primary purpose of resolution of a compliant at the earliest possible date. Elements of this process are:

1. **Complaint Advisors** - The Human Resources and Risk Manager, as directed by the City Manager, will be available to receive harassment complaints.

2. **City Manager** - The City Manager authorizes investigation of the complaint, reviews factual information collected to determine whether the alleged conduct constitutes harassment, giving consideration to the record as a whole and the totality of circumstances, including the nature of the verbal, physical, visual or sexual favor aspect of the advance contained in the complaint and the context in which the alleged incidents occurred. Takes and/or authorizes appropriate action.

3. **Confidentiality** - Effort will be made to protect the privacy of parties involved in a complaint.

E. **Formal Grievance Process.** Formal grievance procedures of the City are available for resolution of complaints alleging harassment on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, military or veteran's status, marital status, sexual orientation, gender identity, sex or age if the complaint is not adjusted to the satisfaction of the employee in the informal process. Any employee must notify the City Manager, in writing within five (5) working days of the completion of the informal process of his/her desire to have the formal grievance process initiated. In compliance with the Americans with Disabilities Act, employees who need special assistance during the grievance procedure need to notify the Human Resources and Risk Manager when filing the initial grievance.

1. **Extension of Time Requirements -** Time limits specified in the formal grievance procedures may be extended if informal complaint procedures for a harassment complaint were initiated within the applicable time limits for filing a formal complaint. In these instances, if the complaint on the above basis is not adjusted to the satisfaction of the employee, the time limits for filing a formal grievance should begin as of the date of notification of action taken by the Department Head. If the employee did not initiate pre-grievance procedures within the time limits of the applicable normal grievance procedure, the City Manager or his designee may recommend extension of the filing deadline for a formal complaint. It should be re-emphasized that the City wishes to know of any complaint alleging harassment as soon as possible after it occurs.

2. **Waiver of Informal Step -** Preliminary informal steps to resolve a grievance may, depending on the circumstances of the complaint, be waived by the City Manager and the formal grievance initiated at an appropriate higher step in the process.

3. **Dissemination of Policy -** All employees, supervisors and managers shall be sent copies of this Policy and this Policy shall be posted in appropriate places.

F. **No Retaliation.** There shall be no retaliation due to a complaint made in good faith.

PLEASE NOTE

Harassment as defined above violates Title VII of the Civil Rights Act of 1964, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission, and the California Fair Employment and Housing Commission.

Violation of this policy shall generally constitute a legitimate non-discriminatory business reason and reasonable cause for discipline, up to and including termination.

21. **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.

22. **Training.** It is essential that management and employees work together to develop and retain a well-qualified workforce capable of performing mission-essential functions in a professional, competent, skilled, efficient and safe manner, and provide employees with reasonable opportunities for advancement within the organization. A comprehensive training program for all employees is a necessary part of this endeavor.

A. The City will maintain a Training Board for the purpose of meeting and consulting with represented and non-represented employees in matters related to the training of City employees. Training Board meetings will be held at least once each quarter or more often as circumstances and the Chair may require. It is understood that "meet and consult" does not mean "meet and confer" nor does it mean "negotiate."

B. The Training Board will review City policies and practices as they relate to the training of all employees and provide

advice and recommendations to the City Manager. Recommendations will be advisory in nature and are not binding on the City Manager or the City.

23. **Nepotism.** The City shall actively monitor its hiring practices to ensure that relatives of City employees are not given preferential treatment during the recruitment and selection process. City employees shall not participate in the hiring, selection, promotion or supervision of anyone who is their relative or a relative of anyone in their superior chain-of-command. For purposes of this policy:

A. A "relative" is defined as a blood, by-adoption, or step parent, spouse or registered domestic partner, sibling, child or in-law, and their children and children in-law.

B. The "chain-of-command" encompasses every employee in the City's service, from members of the City Council, the City Manager and City Clerk, and every subordinate full and part-time employee. Members of City commissions, boards and committees, who are not otherwise an employee of the City, are not part of the chain-of-command. Volunteers and other unpaid workers are not employees.

C. Part-time employees of the Parks and Recreation Department are exempted from the prohibition on supervision of relatives, but only insofar as it applies to other part-time employees of that Department. The restriction on supervision of relatives is fully applicable to all full-time employees of the Parks and Recreation Department, and the prohibitions on participation in the hiring, selection, or promotion of relatives is equally applicable to all full and part-time employees of that Department.

D. Due to their broad responsibilities across departmental lines, the City Council, City Manager, City Clerk, Directors and Assistant Directors are considered to be a part of every chain-of-command.

E. Every employee is responsible for promptly bringing to the attention of his/her respective department head and the Human Resources and Risk Manager any relationship with another employee or prospective employee that falls within the scope of this policy.

F. When any employee, who by election to office, promotion, marriage, adoption, or any other process, enters the chain-of-command of another employee, the City will resolve the potential nepotism conflict normally by reassigning one of the employees to equivalent duties outside of that chain of command. The City will meet and consult with AFSCME Local 1511 prior to acting, understanding that "meet and consult" does not mean "meet and confer" nor does it mean "negotiate." When such conflicts arise involving a Council Member, City Manager, City Clerk, Director or Assistant Director, the City will act in good faith to remove the employee as far as possible from the superior employee's sphere of influence. The City will not create conflicts by assigning employees to duties within a relative's chain-of-command.

G. For business reasons of supervision, safety, security or morale, the City Manager, after consulting with the Personnel Officer and the department head, may refuse to place both spouses, both registered domestic partners, or the two relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples, registered domestic partners, or relatives than for other persons.

24. **Effective Period.** This Memorandum of Understanding shall remain in full force and effect from July 1, 2015 to June 30, 2017.

CITY OF BELLFLOWER

May 20, 2015
Jeffrey L. Stewart, City Manager, Date

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

May 20, 2015
Phil Wang, President, Local 1511, Date

May 20, 2015
Milo Brown, Council 36, Date

Exhibit A
Basic Salary Plan

1. Range numbers preceded with an "E" are Exempt
2. Range numbers preceded with a "N" are Non-Exempt
3. Any full-time range/title may be used as part-time by substituting a "P" for the "E" or "N" of the range number
4. Approximately 1.0% between each Range number
5. Five steps, approximately 5% between each step
6. Approximately 20% between salary minimum & maximum
7. Titles followed with a "*" are flexibly staffed
8. Total Authorized Positions for flexibly staffed titles are listed under lowest group title, higher titles shown with "#"
9. Job Analysis Groups: A – Management and Administrative Jobs, B – Maintenance Jobs, C – Field Jobs (With Driving), and D – Field Jobs (Without Driving).
10. Basic Salary Plan includes additional 1% increase due on 6/27/15 per Section 3.E.4.c.

Range	Title	Authorized Positions	Job Analysis	Job Family	Basic Salary Plan (Monthly)				
					Step A	Step B	Step C	Step D	Step E
N144	Accounting Technician I*	3	A	D	3,468	3,641	3,823	4,014	4,215
N154	Accounting Technician II*	#	A	D	3,831	4,023	4,224	4,435	4,657
N154	Code Enforcement Inspector I*	3	C	F	3,831	4,023	4,224	4,435	4,657
N166	Recreation Coordinator	1	D	I	4,316	4,532	4,759	4,997	5,247
N167	Management Assistant	2	A	H	4,359	4,577	4,806	5,046	5,298
E169	Public Safety Supervisor	1	A	B	4,447	4,669	4,902	5,147	5,404
N169	Code Enforcement Inspector II*	#	C	F	4,447	4,669	4,902	5,147	5,404
N174	Public Works Coordinator	1	C	B	4,673	4,907	5,152	5,410	5,591
N175	Assistant Planner*	3	A	K	4,720	4,956	5,204	5,464	5,737
E177	Management Analyst I	1	A	H	4,815	5,056	5,309	5,574	5,853
E181	Accountant	1	A	L	5,011	5,262	5,525	5,801	6,091
E186	Recreation Supervisor I	3	D	I	5,267	5,530	5,807	6,097	6,402
E188	Public Works Supervisor	2	B	C	5,373	5,642	5,924	6,220	6,531
E188	Public Works Inspector	1	C	C	5,373	5,642	5,924	6,220	6,531
N189	Supervising Code Enforcement Inspector	1	C	F	5,427	5,698	5,983	6,282	6,596
E190	Associate Planner*	#	A	K	5,481	5,755	6,043	6,345	6,662
E192	Management Analyst II	1	A	H	5,591	5,871	6,165	6,473	6,797
E192	Marketing Specialist	1	A	H	5,591	5,871	6,165	6,473	6,797
E196	Recreation Supervisor II	0	D	I	5,818	6,109	6,414	6,735	7,072
E205	Senior Planner	1	A	K	6,363	6,681	7,015	7,366	7,734
E209	Associate Engineer	1	A	M	6,622	6,953	7,301	7,666	8,049
E217	Recreation Manager	1	A	I	7,171	7,530	7,907	8,302	8,717
E219	Maintenance Superintendent	1	C	C	7,315	7,681	8,065	8,468	8,891

Range	Title	Authorized Positions	Job Analysis	Job Family	Basic Salary Plan (Monthly)				
					Step A	Step B	Step C	Step D	Step E
E221	Assistant Building Official	1	C	F	7,462	7,835	8,227	8,638	9,070
E221	Economic Development Manager	1	A	H	7,462	7,835	8,227	8,638	9,070
E225	Planning Manager	1	A	K	7,765	8,153	8,561	8,989	9,438
E226	Finance Manager	1	A	L	7,843	8,235	8,647	9,079	9,533
E234	Public Works Manager	1	A	H	8,492	8,917	9,363	9,831	10,323

SIDE LETTER OF AGREEMENT NO. 1

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BELLFLOWER AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, LOCAL 1511, COUNCIL 36 AMENDING OUR CURRENT MEMORANDUM OF UNDERSTANDING (MOU) (AFN 15-01) (REFER RESOLUTION NO. 15-21) TO ADD THE POSITION OF SENIOR ACCOUNTANT TO THE BASIC SALARY PLAN

THE CITY OF BELLFLOWER AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, LOCAL 1511, COUNCIL 36 HEREBY AGREE AS FOLLOWS:

Section 1. The current MOU between the City of Bellflower and AFSCME Local 1511 includes Exhibit A Basic Salary Plan. The City wishes to add the position of Senior Accountant at salary range 206. The City and AFSCME Local 1511 hereby agree to amend Exhibit A of the current MOU to add the position of Senior Accountant to the Basic Salary Plan.

Section 2. The City has elected to exercise its management right to fill the new vacant position by the promotion of a fully qualified Accountant. AFSCME Local 1511 has no objection to the City filling the new Senior Accountant position by promotion and waives any requirement for posting the vacancy.

CITY OF BELLFLOWER

Jeffrey L. Stewart
City Manager
Date 1/19/17

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

Elizabeth Hause
President
Date 01/19/17

Gary Guthman
Council 36
Date 01/19/17