

# AFSCME LOCAL 3745 PTMOU

CITY OF BELLFLOWER

RESOLUTION NO. 15-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLFLOWER APPROVING MEMORANDUM OF UNDERSTANDING FILE NO. 15-3 WITH AFSCME LOCAL 3745 AND ESTABLISHING AN INITIAL MEMORANDUM OF UNDERSTANDING FOR CERTAIN PART-TIME EMPLOYEES ONLY REPRESENTED BY AFSCME LOCAL 3745 IN THE BELLFLOWER MUNICIPAL SERVICE FOR FISCAL YEARS 2015-2016 AND 2016-2017, SETTING FORTH CERTAIN RULES AND REGULATIONS

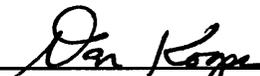
**WHEREAS**, Section 36506 of the Government Code requires the City Council to prescribe the time and method of payment of salaries and wages of officers and employees of the City.

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

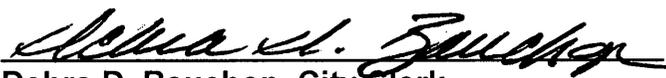
**SECTION 1.** The following Memorandum of Understanding File No. 15-3 between the representatives of management and the representatives of the Bellflower municipal employees, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 3745, Council 36, is hereby approved in its entirety and effective on July 1, 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 10<sup>th</sup> DAY OF AUGUST, 2015.**

  
\_\_\_\_\_  
Dan Koops, Mayor Pro Tem

ATTEST

  
\_\_\_\_\_  
Debra D. Bauchop, City Clerk

Doc 314047



**INITIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELLFLOWER AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3745, COUNCIL 36 FOR CERTAIN PART-TIME EMPLOYEES ONLY FOR FISCAL YEARS 2015-16 AND 2016-17**

**Sections:**

1. **Applicability.**
2. **Management Rights.**
3. **Salaries and Compensation.**
4. **Benefits.**
5. **Transportation.**
6. **Retirement.**
7. **Not Used.**
8. **Holidays**
9. **Sick Leave and Other Leaves.**
10. **Hours, Overtime and Compensatory Time.**
11. **Promotions.**
12. **Not Used.**
13. **Safety.**
14. **Miscellaneous.**
15. **Union Rights and Dues.**
16. **Grievance and Arbitration Procedure.**
17. **Substance Abuse Policy.**
18. **Savings.**
19. **No Strike and No Lockout.**
20. **Anti-Harassment Policy.**
21. **Not Used.**
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, Local 3745, Council 36, (hereafter "AFSCME Local 3745"), as the Recognized Employee Organization with the right to represent those certain part-time employee blue collar classifications - Community Services Officers and Maintenance Workers - listed in the Unit Modification Petition filed with the Public Employment Relations Board by AFSCME Local 3745, on October 6, 2014, and classifications created or filled by the City after October 6, 2014 where the duties are more similar to the duties of employees already in this bargaining unit than they are to the duties of management or other excluded employees (hereafter referred to as "Certain Part-Time Employees") in their employment relations. The City shall meet and confer with AFSCME 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. Excluded from recognition in this bargaining unit are all full-time employees (including those full-time employees represented by AFSCME Local 3745 and AFSCLE Local 1511), all confidential employees, all part-time employees who are not in one of the Certain Part-Time Employee classifications identified herein, and employees who are genuinely temporary which includes the Maintenance Assistant and Temporary On-Call Maintenance Worker classifications.
- B. This collective bargaining agreement covers those Certain Part-Time Employees represented by AFSCME Local 3745, 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 law to manage the employee. The sole and exclusive rights of management, as they are not abridged 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 which 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 covered by this Compensation Plan, receive a cost-of-living increase, then all full-time employees covered by this Compensation Plan 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. The City will effect changes to job classifications as shown in the Classifications Manual and Classification Specifications Manual of January 2003 and as in Exhibit A.

- E. **Wage and Salary Plan.** There is hereby established a comprehensive wage and salary plan for those certain part-time employees. This comprehensive wage and salary plan is based on the salary recommendations of the March 2015 Compensation Study 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.** Notwithstanding the provisions of section 3.D above:
    - 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 median).
    - 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. Adjustments to some positions have been made in order to maintain internal alignment.
    - c. **Additional One Percent Increase.** Beginning with the pay period which includes July 1, 2016 and also the pay period which includes July 1, 2017, those certain part-time employees represented by AFSCME Local 3745 will each receive a one percent (1%) pay increase provided the full-time employees represented by AFSCME Local 3745 also receive such an increase. This salary increase will be made after the position is placed in the salary table. After placement 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 at a step equal to or greater than his or her preexisting salary.
    - e. **Merit Increase.** 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 MOU.
1. **Cost of Living Adjustment (COLA).** No cost of living adjustment will be made during the period of this MOU.
  2. **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 3745 will 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.
  3. **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 any time after the completion of one (1) year 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 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 on 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.
  - 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. **Not Used**
  - O. **Documentation of Across-the-Board Salary Adjustments.** When authorized, annual (July 1<sup>st</sup>) 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 two successive paychecks after adoption of this MOU, saying: "Effective July 1, 20\_\_, a \_\_% Cost of Living Adjustment (COLA) (and a \_\_% additional adjustment) will be added to the salary of each full and part-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. **Not used.**
  - Q. **Job Analyses.** For pre-employment physicals, disability leave analysis, return to work arrangements and other purposes, the City, in consultation with AFSCME Locals 3745 and 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. **Not used.**
  - B. **Not Used.**
  - C. **Not used.**

- D. **Not used.**
- E. **Not used.**
- 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. **Not used.**
- I. **Not used.**
- J. **Deferred Compensation.** The City will provide a deferred compensation plan to all full and part-time employees.
1. There will be no City match to part-time employee contributions.
- K. **Not Used.**
- L. **Not used.**
- M. **Not used.**
- N. **Not used.**
5. **Transportation.**
- A. **Not used.**
- B. **Not used.**
- 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. **Not used.**
6. **Not used.**
7. **Not used.**
8. **Holidays.**
- A. **Holidays.** Part-time employees shall receive the following holidays without pay:
- |                               |                                   |
|-------------------------------|-----------------------------------|
| • New Year's Day              | • Veteran's Day                   |
| • Martin Luther King, Jr. Day | • Thanksgiving Day                |
| • Presidents' Day             | • Day Following Thanksgiving Day  |
| • Memorial Day                | • Work Day Prior to Christmas Day |
| • Independence Day            | • Christmas Day                   |
| • Labor 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, those that fall on a RDO Monday or other day of the week will be observed on the immediate following workday.

C. Not used.

D. Not used.

9. **Paid and Unpaid Leaves of Absence**. For purposes of this MOU, where used herein, “domestic partner” means a registered domestic partner as provided by California law.

A. **Paid Leaves of Absence.**

1. **Sick Leave.** Effective on July 1, 2015, the City will comply with the provisions of The Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) and provide 24 hours (or three days) of paid sick leave to eligible part time employees covered under this MOU. The City Manager will establish procedures to administer this program.
  - a. There shall be no deduction from sick leave for absence on the date of a work related injury.
  - b. **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 registered domestic partner of the employee.
2. **Bereavement Leave.** Two (2) days paid bereavement leave, not chargeable as leave, shall be granted to part-time employees in the case of the death of a member of the employee’s family. “Family” means any spouse or registered domestic partner, 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 part-time employee called for jury duty will receive his/her regular pay for up to a number of hours equal to those actually worked during the immediate preceding pay period, not to exceed a total of 59-hours per year.
  - 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 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. **Not used.**
5. **Not used.**

B. **Unpaid Leaves of Absence.**

1. **Leave of Absence without Pay.** The City Manager may, in his sole discretion, grant to certain part time employees 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. Unpaid leaves of any length must be requested in writing 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.**

1. **California Pregnancy Disability Leave (PDL).** PDL may be 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.
2. **California Family Rights Act (CFRA) Leave.** CFRA provides employees with up to 12-weeks of job protection.

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

**E. Not used.**

**F. Not used.**

**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 use such compensatory time within the payroll period earned or the next four (4) immediate payroll periods unless written approval is provided by the City Manager. For purposes of computing compensatory time, hours paid shall count as hours worked.
  2. **Not used.**
- 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).
- 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). Where used herein, "seniority" as it applies to Certain Part-Time Employees shall mean time employed by the City in any classification represented by AFSCME Local 3745. Full time and part-time rotation lists will be separately maintained.
- 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.
- G. **Minimum Hours for Call-Backs, Saturdays, Sundays or Regular Day Off (RDO).** A non-exempt employee called back to work after the completion of his/her shift, shall be guaranteed three (3) hours of pay whether or not he or she works the full three (3) hours.
- H. **Time Cards.** Each employee is responsible for the completeness and accuracy of his/her time cards.
- I. **Not used.**

J. **Not used.**

11. **Promotions.** Whenever a vacancy occurs, the City shall post notice throughout the City for five (5) working days before the "final filing date" as listed in the employment flyer. The City will make every reasonable effort to promote from within. Seniority shall be a factor in this decision.

12. **Not Used.**

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

A. 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 when working at night.

B. Part-time uniformed employees of the Public Works Division and Public Safety Department will be reimbursed for the cost of conventional-style, work shoes of substantial construction, and for laces, insoles and related accessories or repairs. Reimbursement of up to \$195 will be available annually. The cost of the shoes will be depreciated over 10 pay periods, the balance of the value of the shoes to be deducted from final pay if the employee is terminated prior to 10<sup>th</sup> payday. The City Manager will establish procedures to administer this program.

C. **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. **Not Used.**

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
- 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 “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 3745 shall have reasonable access to employees during breaks, lunches, cleanup time, and also for grievance processing and investigation.
  - B. The City shall provide the AFSCME Local with five (5) bulletin boards at no cost to the budget of the City. These boards shall be located at:
    1. Bellflower Sheriff’s Station
    2. Recreation Center - Simms Park
    3. Maintenance Yard
    4. Recreation Center - Thompson Park
    5. Recreation Center - Caruthers Park
  - C. 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.
  - D. 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 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.

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

F. 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.

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 employee and his/her supervisor.

**Step Two:** Department Level - In discussion between the employee and his/her Department Head.

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

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

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

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

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

D. The employee shall act with reasonable dispatch at each step.

E. There shall be no retaliation for grievances.

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.

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 his/her 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 has 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 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, workplace volunteer, unpaid intern, or employee by a supervisor, management employee or co-worker on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, veteran's or military status, 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, marital status, sexual orientation, veteran's or military status, 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, marital status, sexual orientation, veteran's or military status, 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, marital status, sexual orientation, veteran's or military status, 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, marital status, sexual orientation, veteran's or military status, 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 complaint 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, marital status, veteran's or military status, gender identity, sexual orientation, 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.
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 reemphasized 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. **Not used.**

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.

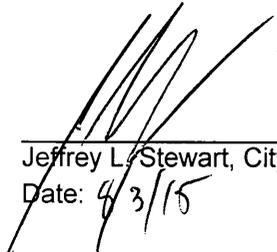
23. **Nepotism.** The City shall actively monitor its hiring practices to ensure that relatives of City employees are not given preferential treatment during the recruitment and selection process. City employees shall not participate in the hiring, selection, promotion or supervision of anyone who is 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. 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 two relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for marries couples, registered domestic partners, or relatives than for other persons.

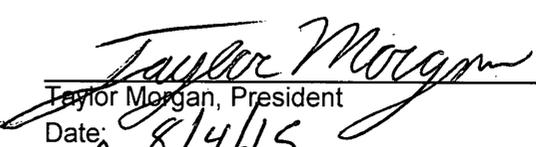
24. **Effective Period.** This Memorandum of Understanding shall remain in full force and effect from July 1, 2015 to June 30, 2017.

CITY OF BELLFLOWER

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

  
\_\_\_\_\_  
Jeffrey L. Stewart, City Manager

Date: 8/3/15

  
\_\_\_\_\_  
Taylor Morgan, President

Date: 8/4/15

  
\_\_\_\_\_  
Pete Schnauffer, Council 36

Date: 8-3-15

**Exhibit A  
 Basic Salary Plan**

1. Range numbers preceded with a "P" are Part-Time only	4. ,Approximately 20% between salary minimum & maximum
2. Approximately 1.0% between each Range number	5. Job Analysis Groups: A – Management and Administrative Jobs, B – Maintenance
3. Five steps, approximately 5% between each step	Jobs, C – Field Jobs (With Driving), and D – Field Jobs (Without Driving)

**Part-Time Represented Positions:**

Range	Title	Authorized Positions	Job Analysis	Job Family	Basic Salary Plan (Hourly)				
					Step A	Step B	Step C	Step D	Step E
P135	Community Services Officer I	NA	C	NA	18.2942	19.2115	20.1750	21.1846	22.2462
P140	Maintenance Worker I	NA	B	NA	19.2288	20.1923	21.2019	22.2635	23.3769