



Agenda

City Council Adjourned Regular Meeting

Wednesday, December 18, 2024

**7:00 P.M. OPEN SESSION
CLOSED SESSION WILL BE HELD AT THE END OF THE
OPEN SESSION**

**BELL COMMUNITY CENTER
6250 PINE AVENUE, BELL CA 90201**

**Ali Saleh
Mayor**

**Monica Arroyo
Vice-Mayor**

**Francis Flores
Council Member**

**Ana Maria Quintana
Council Member**

**Alicia Romero
Council Member**

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the second and fourth Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 2615.

City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, approach the podium and please clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 2615, at least one business day prior to the scheduled meeting to ensure that we may assist you.

Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is \$673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, and the Bell Solid Waste Authority.

Adjourned Regular Meeting of the

Bell City Council

Wednesday, December 18, 2024

7:00 P.M. Open Meeting

Closed Session will be held at the end of the open session

Location: Bell Community Center, 6250 Pine Avenue, Bell CA 90201

MEETING WILL BE HELD IN-PERSON AT THE BELL COMMUNITY CENTER

PUBLIC COMMENT: If you wish to make a comment on items listed on the agenda, you may attend the meeting in-person at Bell Community Center. Please complete a Request to Speak Card available in the location and wait until the mayor calls you to approach the podium. Please clearly state your name and address and proceed to make your comments.

You may also submit input electronically through a temporary public comment email established for City of Bell City Council meetings at cityclerk@cityofbell.org. Your written comment must be submitted by 4pm on Wednesday, December 18, 2024. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

Call to Order

Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies: Councilmembers Flores, Quintana, Romero, Vice-Mayor Arroyo and Mayor Saleh

Pledge of Allegiance

Presentations and Recognitions

None.

Communications from the Public

This is the time members of the public may address the City Council and related Authorities and Agencies on items that are listed on the agenda only. (Each speaker is limited to three minutes)

Business Session

1. Consideration and Adoption of Resolution Accepting and Approving Memorandum of Understanding between the City of Bell and the Bell Police Officers Association for the period of July 1, 2024 through June 30, 2027. (*City Council*)

Recommendation: *It is recommended that the City Council:*

1. Read by title only, waive further reading and adopt Resolution No. 2024-60 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ACCEPTING, AND APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

2. Authorize the City Manager to execute any necessary documents relating to this item.
2. Consideration and Adoption of Resolution Accepting, Approving and Adopting the Memorandum of Understanding between the City of Bell and the Bell City Employees Association for the period of July 1, 2024 through June 30, 2027. (City Council)

Recommendation: *It is recommended that the City Council:*

1. Read by title only, waive further reading and adopt Resolution No. 2024-58 titled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ACCEPTING, APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027”

2. Authorize the City Manager to execute any necessary documents relating to this item.

Recess to Closed Session

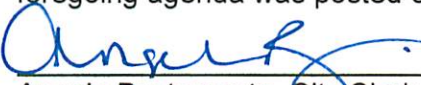
- a. CONFERENCE WITH LABOR NEGOTIATORS- Government Code Section 54957.6, Agency designated representatives: Michael L. Antwine II (City Manager), and Dave Aleshire (City Attorney) Employee Organization: Bell Police Officers Association (BPOA)
- b. CONFERENCE WITH LABOR NEGOTIATORS- Government Code Section 54957.6, Agency designated representatives: Michael L. Antwine II (City Manager), and Dave Aleshire (City Attorney) Employee Organization: Bell City Employee Association (BCEA)
- c. CONFERENCE WITH LABOR NEGOTIATORS- Government Code Section 54957.6, Agency designated representatives: Michael L. Antwine II (City Manager), and Dave Aleshire (City Attorney) Employee Organization: Bell Executive Management Association (BEMA)

Reconvene Meeting

City Attorney Report

The City Attorney will report out on any action(s) to be taken by the City Council/Agencies on Closed Session matters.

I, Angela Bustamante, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on December 17, 2024 as required by law.


Angela Bustamante, City Clerk

City of Bell Agenda Report

DATE: December 18, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Gina Skibar, Human Resources and Risk Manager
John Holtzman, City Lead Negotiator

APPROVED BY: Michael L. Antwine II (e-signature)

Michael L. Antwine II, City Manager

SUBJECT: Consideration and Adoption of Resolution Accepting and Approving Memorandum of Understanding between the City of Bell and the Bell Police Officers Association for the period of July 1, 2024 through June 30, 2027.

RECOMMENDATION:

It is recommended that the City Council:

1. Read by title only, waive further reading and adopt Resolution No. 2024-60 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BELL, CALIFORNIA, ACCEPTING, AND APPROVING
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF BELL AND THE BELL POLICE OFFICERS ASSOCIATION
FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027**

2. Authorize the City Manager to execute any necessary documents relating to this item.

BACKGROUND:

The most recent Memorandum of Understanding (MOU) between the City of Bell ("City") and the Bell Police Officers Association ("BPOA") expired on June 30, 2024. Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500 et seq. ("MMBA"), the City and the Association met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the purposes of reaching a tentative agreement on a successor Memorandum of Understanding.

The MMBA requires that if a tentative agreement is reached by the authorized representatives of the City and the BPOA, then the City Council shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. If the City Council adopts the tentative agreement, then the parties shall jointly prepare a written memorandum of understanding. The parties have prepared a successor Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027, which they are submitting to the City Council to be considered, accepted, approved and adopted.

AGENDA ITEM 1

DISCUSSION:

The proposed successor MOU extends the terms and conditions of the prior MOU from July 1, 2024, to June 30, 2027, with the following changes:

- **Term:** 3-year agreement covering 7/1/2024-6/30/2027

- **Education Pay/POST Pay:**

Effective upon ratification Education/POST Incentive Pay will be provided in the following amounts:

\$350 for an Associate's Degree OR \$550 for a Bachelor's Degree OR \$750 for a Graduate Degree (including Master's, Juris Doctorate, Doctorate)

Effective upon ratification, POST Certificate Pay in the following amounts:

\$500 for an Intermediate POST Certificate OR \$1,000 for an Advanced POST Certificate OR \$1,250 for a Supervisory POST Certificate

Eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of \$1800 per month.

- **Probationary Period:**

New Employees

- Newly hired Police Officers shall be subject to an eighteen (18) month probationary period.
- Police Officers shall not be eligible for consideration of a step adjustment until the successful completion of the probationary period.
- Newly hired police officers shall be allowed to accrue and use sick time upon commencing employment.
- Newly hired lateral Police Officers shall be subject to a twelve (12) month probationary period.

Tenured Employees

- Tenured employees, who is promoted to a new position, shall be subject to a twelve (12) month probationary period.

Catastrophic Leave Donation:

If an employee suffers a personal medical crisis or catastrophic event that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and if the employee has exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave, flexible leave or any combination of these two leave types. Sick leave may not be donated.

- **Step Increases:**

The salaries within the applicable pay grades and salary ranges are intended to recognize

AGENDA ITEM 1

individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effected only upon the recommendation of the department head, with approval of the City Manager, after completion of a thorough employee performance evaluation.

Supervisors will provide employees with a performance evaluation by the due date provide by Human Resources. Should the supervisor fail to complete the evaluation by the due date, they will have thirty (30) days from the due date provided by Hunan Resources to complete. During the thirty (30) day period, the employee shall not receive the merit increase until Human Resources receives the performance evaluation. Once received, Human Resources will process the Personnel Action Form (PAF) for the step increase effective the date the step increase was due.

- **Compensation/COOLA:**

3% increase effective upon ratification (Dec. 18, 2024- June 30, 2025)

3% increase in year two (July 1, 2025- June 30, 2026)

3% increase in year three (July 1, 2026- June 30, 2027)

In addition:

1.5% equity adjustment for all classes effective upon ratification (Dec. 18, 2024 – June 30, 2025)

2% equity adjustment for Sergeant positions effective July 1, 2025

2% equity adjustment for Sergeant positions effective July 1, 2026

Year 1 – 3% (effective upon ratification)

	Step A	Step B	Step C	Step D	Step E
Police Officer	6,729.85	7,066.34	7,419.67	7,790.64	8,180.18
Police Sergeant	7,940.60	8,337.64	8,754.52	9,192.85	9,651.85

Year 2– 3% (starting on July 1, 2025)

	Step A	Step B	Step C	Step D	Step E
Police Officer	6,931.75	7,278.33	7,642.26	8,024.36	8,425.58
Police Sergeant	8,337.63	8,754.52	9,192.24	9,651.86	10,134.44

Year 3– 3% (starting on July 1, 2026)

	Step A	Step B	Step C	Step D	Step E
Police Officer	7,139.70	7,496.68	7,871.52	8,265.09	8,678.35
Police Sergeant	8,754.51	9,192.24	9,651.86	10,134.45	10,641.16

FISCAL IMPACT:

COLA/EQUITY Adjustments and education/POST will be paid as listed above.

Funding will be derived from General Fund.

AGENDA ITEM 1

ATTACHMENTS:

1. Resolution No. 2024-60 Accepting and Approving Memorandum of Understanding between the City of Bell and the Bell Police Officers Association for the period of July 1, 2024 through June 30, 2027.
 - a. Exhibit A - BPOA MOU July 1, 2024 through June 30, 2027

RESOLUTION NO. 2024-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, ACCEPTING, AND APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the prior Memorandum of Understanding between the City of Bell ("City") and the Bell City Employees Association ("Association"), as the recognized employee organization for those employees within the Confidential Unit, the Professional Unit and the Miscellaneous Unit, excluding part-time employees in those classifications, expired on June 30, 2024; and

WHEREAS, pursuant to Government Code Section 3500 *et seq.*, also referred to as the Meyers-Milias-Brown Act ("MMBA"), the City's and the Association's authorized representatives met and conferred in good faith to establish the terms of a successor Memorandum of Understanding between the City and the Association, and

WHEREAS, the City's and the Association's authorized representatives reached a tentative agreement for a successor Memorandum of Understanding between the City and the Association for the period of July 1, 2024 through June 30, 2027; approved by the City Council on December 18, 2024, and adopted Resolution and

WHEREAS, pursuant to Government Code Section 3505.1, upon reaching a tentative agreement between the City's and Association's authorized representatives, the City Council of the City must approve the terms of the memorandum of understanding; and

WHEREAS, the City Council now desires to accept, approve and adopt the memorandum of understanding between the City of Bell and the Association for the period of July 1, 2024 through June 30, 2027.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. The City Council hereby accepts, approves and adopts the BPOA MOU 2024-2027, which is attached hereto as Exhibit "A".

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSES, APPROVED AND ADOPTED THIS 18th DAY OF DECEMBER 2024

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution in the original resolution adopted by the City of Bell Council at its regular meeting held on the 18th day of December 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL POLICE OFFICERS' ASSOCIATION

July 1, 2024 — June 30, 2027

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MEMORANDUM OF UNDERSTANDING
Between the
CITY OF BELL
And the
BELL POLICE OFFICERS' ASSOCIATION
July 1, 2024 — June 30, 2027

ARTICLE I. RECOGNITION

Section 1. Parties.

Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500 *et seq.* ("MMBA"), the City of Bell ("City") has heretofore recognized the Bell Police Officers' Association ("Association"), an incorporated association, as the recognized employee organization for the public safety employees in the classifications of Police Officer and Sergeant, excluding part-time employees in those classifications (hereinafter "represented employees" or simply "employees").

Section 2. Association Membership.

The parties agree to protect the rights of all employees hereby to join and/or participate in the protected activities in accordance with the MMBA and the City's Employer-Employee Organization Relations Resolution (currently Resolution No. 8746), or to refrain from same.

Section 3. Association Representative Release Time.

Pursuant to the MMBA, the City shall allow a reasonable number of Association representatives reasonable time off without loss of compensation or other benefits when: (1) formally meeting and conferring with representatives of the City on matters within the scope of representation; (2) testifying or appearing as the designated representative of the Association in conferences, hearings, or other proceedings before the Public Employment Relations Board ("PERB"), or an agent thereof, in matters relating to a charge filed by the Association against the City or by the City against the Association; (3) testifying or appearing as the designated representative of the Association in grievance or disciplinary appeal matters.

Section 4. Association Access to New Employee Orientations and Information.

Pursuant to AB 119, the City agrees to provide no less than 10 calendar days' notice to the Association in advance of any new employee orientation(s) and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. In accordance with Government Code Section 3557, access shall be determined by mutual agreement between the City and the Association. Access could be effectuated by representational attendance or correspondence, although the parties' preference is generally correspondence over representational attendance. The Association shall advise the City reasonably in advance of any orientation as to the type of access requested.

The City agrees, pursuant to AB 119, to provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide the Association with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the Association's written request.

Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide the Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Memorandum of Understanding (hereinafter "MOU" or "Agreement"), "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide the Association with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the Public Records Act).

ARTICLE II. NONDISCRIMINATION

The parties agree that they shall not discriminate against any employee or applicant for employment because of such person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, or any other protected characteristic set forth in California Government Code Sections 12940-12951 (otherwise known as the California Fair Employment and Housing Act ("FEHA")).

ARTICLE III. SALARIES/COMPENSATION

Section 1. Base Salaries.

For the term of this MOU, represented employees shall have base salaries shown in the tables below as of the indicated effective dates (see appendix A). Base salary shall constitute the salaries listed below for each corresponding level, and shall not include any special compensation as defined in Section 571 of the California Code of Regulations, i.e. bilingual pay, education pay, etc.

Year 1 – 3% (with an additional 1.5% equity adjustment effective upon ratification – June 30, 2025) pay rates are reflected in the table below

	Step A	Step B	Step C	Step D	Step E
Police Officer	6,729.85	7,066.34	7,419.67	7,790.64	8,180.18
Police Sergeant	7,940.60	8,337.64	8,754.52	9,192.85	9,651.85

Year 2 – 3% (with additional 2% equity adjustment for only Sergeants positions effective on July 1, 2025- June 30, 2026), payrates are reflected on the payrate below

	Step A	Step B	Step C	Step D	Step E
Police Officer	6,931.75	7,278.33	7,642.66	8,024.36	8,425.58
Police Sergeant	8,337.63	8,754.52	9,192.24	9,651.86	10,134.44

Year 3- 3% (with additional 2% equity adjustment for only Sergeants positions effective on July 1, 2026, payrates are reflected on the table below

	Step A	Step B	Step C	Step D	Step E
Police Officer	7,139.70	7,496.68	7,871.52	8,265.09	8,678.35
Police Sergeant	8,754.41	9,192.42	9,651.86	10,134.45	10,641.16

Section 2. Step Increases

The salaries within the applicable pay grades and salary ranges are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effected only upon the recommendation of the department head, with approval of the City Manager, after completion of a thorough employee performance evaluation.

Supervisors will provide employees with a performance evaluation by the due date provide by Human Resources. Should the supervisor fail to complete the evaluation by the due date, they will have thirty (30) days from the due date provided by Hunan Resources to complete. During the thirty (30) day period, the employee shall not receive the merit increase until Human Resources receives the performance evaluation. Once received, Human Resources will process the Personnel Action Form (PAF) for the step increase effective the date the step increase was due.

Section 3. Special Assignment Pay.

Pursuant to the Department Lateral Movement Policy, K9 Officers, Detective, Detective Sergeant, Motor Officers and all other special assignments shall receive an additional ten percent (10%) of their base salary but only while the Officer or Sergeant is so assigned. Assignments are considered

temporary and may be revoked by Police Management at any time; if such a transfer occurs, the employee shall not be entitled to an administrative appeal unless the represented employee claims the transfer is a disciplinary action.

Section 4. Extra Training Duties Pay.

Each employee assigned additional training duties shall receive ten percent (10%) of their base pay; such increase shall be effective only while so assigned.

Section 5. Special Event Pay.

A represented employee will be guaranteed a minimum of four hours at time and one half (1 1/2) when assigned to work a special event, i.e. fireworks display, parade, etc., with the exception of football games and dances. This provision shall not apply to regularly scheduled patrol assignments, i.e., when an officer is held over or called in early to replace an officer, or to fill a temporary patrol minimum manning slot.

Section 6. Uniform Allowance Pay.

Each represented employee shall receive an allowance for the purchase and cleaning of uniforms and equipment. Such allowance shall be paid as follows:

- Each employee shall receive \$1,250 annually and each year thereafter for the duration of this contract.
- Such allowance shall be paid on the first pay period of each September for the duration of this MOU (first pay period shall be considered the period which dates fall in the month of September not the pay date).
- A monthly pro-rata shall be paid for newly hired employee based on the hiring date or shall be deducted from the employee's final compensation based on the separation date.

Section 7. Firearms Qualifications.

The City will contract with an agency for use of Pistol Range to be used by employees to complete required shooting qualifications. The City will pay the cost of range fees, ammunition, targets, and other necessary materials and services. If an employee's scheduled work hours do not fall within any range hours, such an employee shall be paid time and one half (1 1/2) of their aggregate hourly pay for completing shooting qualifications.

Section 8. Overtime Pay.

The City will pay overtime for all hours worked in excess of eighty (80) in a fourteen (14) day work period. Paid absences, such as sick leave, vacation time, and compensatory time, shall count as hours worked for purposes of eligibility for overtime compensation. Each employee shall be

compensated in cash at the pay rate of one and one half (1 ½) times the aggregate pay of such employee for each hour of overtime (aggregate pay shall represent the base salary plus special compensation such as bilingual and/or education pay), or with the agreement of the Chief of Police in compensatory time off, at the rate of one and one half (1 ½) hours for each hour of overtime.

Section 9. Compensatory Time.

The accrual of compensatory time shall be approved and authorized by the Chief of Police. At no time shall any employee's accumulated compensatory time shall exceed one-hundred twenty (120) hours.

Section 10. Court Appearance Pay.

Each represented employee shall receive court appearance pay for each day such employee is required to and does appear in court. In the event an employee is required to appear at two separate court locations in one day, the employee will be paid for each court location beginning January 1, 2010. On-call pay shall be paid to each employee when such employee is on stand-by but he or she is not required to appear in court. This pay shall not be considered special compensation as defined in Section 571 of the California Code of Regulations. These payments shall be as follows:

- Court Appearance Pay. Represented employees required to attend court sessions outside their regularly scheduled work shift shall be compensated at time and one-half (1.5) of base pay for minimum of four (4) hours. If an employee is required to stay beyond four hours in court, the employee shall be compensated at time and one-half (1.5) at their regular hourly base pay rate for all hours spent in their court duty assignment that day, non-contiguous.
- On-Call Pay. Represented employees required to be on-call for a court appearance during other than their regularly scheduled work shift shall be paid a minimum of two (2) hours pay at time and one-half (1.5) of base pay for each morning and afternoon court session provided, said base pay rate shall be limited to those hours occurring prior to or after the employee's scheduled work time. On-Call court time shall not be considered hours worked for the purpose of calculating overtime.

Section 11. Detective Stand-By Pay.

For each date (24 hour period) upon which a represented employee assigned to the Detective Bureau is required to stand-by for duty, such employee shall be paid the sum of one-hundred dollars (\$100.00) per day for such stand-by time for the duration of this MOU. This pay shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 12. Education Pay.

After successful completion of the probationary period as a Bell Police Officer, each represented employee who has earned the degree or certification described below shall receive an additional pay according to the applicable degree or certification as follows, which shall not be cumulative:

Pay for qualified degrees and certificates, (upon ratification of the MOU)

- Each represented employee, who has obtained an intermediate POST certificate by June 30, 2006, shall continue to receive three percent (3%) of his or her base salary as educational pay. Those employees who obtained an intermediate POST certificate after June 30, 2006 shall no longer qualify for this additional pay.
- Each represented employee, who has obtained an Associate in Arts (AA) degree or Associate in Science (AS) degree in any field by an educational institution accredited by an agency recognized by the California State Department of Education, the U.S. Department of Education, or the Council for Higher Education Accreditation ("Accredited Educational Institution"), shall receive \$350 per month as educational pay.
- Each represented employee, who has obtained a Bachelor of Arts (BA) or Bachelor of Science (BS) degree in any field by an Accredited Educational Institution, shall receive \$550 per month as educational pay.
- Each represented employee, who has obtained a Master of Arts (MA) degree, Master of Science (MS) degree in any field by an Accredited Educational Institution, or Juris Doctorate shall receive \$750 per month as educational pay..
- Each represented employee, who has obtained Intermediate POST Certificate shall receive \$500 OR \$1,000 for an Advanced POST Certificate OR \$1,250 for a Supervisory POST Certificate
- Eligible employees may only receive one payment amount within each category of Incentive Pay. (one Education Incentive Pay and one POST Certification Incentive Pay) to a maximum allowable of \$1800 per month.

Section 13. Bilingual Pay.

The City will pay bilingual pay to any represented employee who speaks a language other than English.

Qualifications & requirements

- Employee must speak a language such as Spanish, or any other language approved by the City.

- Employee is required to pass a proficiency exam, to be conducted in a manner determined by the City.
- Employee shall be reimbursed for bilingual schooling. To qualify for the reimbursement, employee shall obtain written approval from the Chief of Police before enrolling in any bilingual program. Such reimbursement shall take place if employee passes the required proficiency exam. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.
- Employee shall make a written request for Bilingual Pay to the Personnel Office. City shall schedule a test within ninety (90) days of receipt. If the test is not scheduled within ninety (90) days, then bilingual pay shall become effective.

Effective date

- Represented employees shall continue to receive one-hundred seventy-five dollars (\$175) per month for Bilingual Pay for the remaining time of this MOU.

Section 14. Police Recruit Pay.

The classification, pay scale and benefits of Police Recruit shall be established as follows:

- Police Recruit shall be a non-sworn Police Officer Recruit who is attending the Police Academy at the City's expense.
- The pay scale for the Police Recruit shall be a \$3,000.00 monthly salary.
- Police Recruit shall not accrue any vacation, sick, or compensatory time.
- Police Recruit may participate at his or her own expense in the City's medical, dental and vision insurance plans.
- Police Recruit shall not receive any benefits or pay incentives, which are provided to members of the Bell Police Officers' Association.
- Upon successful completion of the Police Academy and appointment as a probationary Police Officer the Police Recruit status shall terminate.

Section 15. Shift Differential Pay.

Represented employees with a regular work shift that requires working six (6) or more hours between the times of 2:00 p.m. and 6:00 a.m. shall receive a three percent (3%) shift differential pay for those hours actually worked between 2:00 p.m. and 6:00 a.m. Employees who work during the times of 2:00 p.m. and 6:00 a.m. on an overtime basis are not eligible to receive shift differential

pay. Shift differential pay shall only apply to all actual hours worked, not merely scheduled hours. Shift differential pay is calculated on base salary only.

Section 16. Seniority

Employee seniority shall be defined as the length of continuous service of the employee with the City from his/her most recent date of hire or rehire.

- Seniority shall apply between employees in a classification within a department for purposes of layoff.
- Any separation from service, other than an approved leave of absence or layoff, shall cause the employee to lose his seniority rights.
- An employee who is laid off shall retain his seniority rights to recall for a period of one (1) year.
- Seniority bidding with respect to work assignments of covered employees in the Police Department, work shifts, days off, overtime and vacation will be based upon seniority within classifications.
- If, in the opinion of the Chief of Police, it should become necessary to establish shift assignment procedures departing from seniority bidding, the Chief of Police shall give written notice of such change as far in advance as practical. Prior to implementing such a general change, the Chief of Police shall meet and confer with the Association regarding the impact of the decision.

Section 17. Work Schedule.

The work schedules agreed to by the City and the Association during negotiations have been fully implemented and shall remain in effect during the life of this Agreement unless the Association and the City mutually agree to changes. All employees are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Chief of Police or their designees, may require such service from any of said employees. All work schedules are designed to be in compliance with the requirements of the federal Fair Labor Standards Act ("FLSA").

- **4/10 Schedule** - All represented employees (Detectives) not assigned a different work schedule pursuant to this Article shall work a 4/10 schedule consisting of four (4) consecutive ten (10) hours days followed by three (3) consecutive days off in a seven (7) day period.
- **3/12 Schedule** – All employees shall work 3 consecutive 12 hour days and one 8 hour day every other week. The employee shall not work more than 44 hours in a work week but shall complete 80 hours in 14 day work period.

At the discretion of the Chief of Police, specialized assignments within the Uniform Division will work either the 4/10 or 3/12 as described above with the Chief of Police determining shift starting times and shift configuration. Task Force assignments outside the Police Department will be flexible based on an eighty (80) hour work period.

ARTICLE IV. REIMBURSEMENTS

Section 1. Tuition Reimbursement.

City shall reimburse represented employees for tuition fees. Employee shall request approval from the City Manager prior to his or her enrollment in order to qualify for the reimbursement. Tuition reimbursement is subject to the following:

- Employee will be reimbursed up to seventy-five percent (75%) of tuition fees equal or equivalent to those of the California State University System in effect at the time of the employee request for approval. Excess tuition fees shall be paid by the employee.
- Educational programs must be job-related.
- Educational institutions must be an accredited two-year college or four-year college or university accredited by an agency recognized by the California State Department of Education, the U.S. Department of Education, or the Council for Higher Education Accreditation.
- Reimbursement shall take place after successful completion of the course and receiving a grade of "C" or better and must be submitted within 60 days of completing the course.
- This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 2. Personal Property Damage Reimbursement.

Any represented employee of the police department shall be reasonably reimbursed by the City for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing necessarily worn or carried when such items are damaged in the line of duty, without fault of the employee.

- Luxury items such as jewelry, watches over Seventy-five Dollars (\$75.00) in value, and other non-required items should not be worn on duty and will not be covered.
- Before the allowance or payment is made, the employee shall file a claim with the police department. There shall be attached to said claim all receipts showing the monies expended by the claimant for the repair or replacement of said property.

- The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City of Bell claim procedure.

Section 3. Mileage Reimbursement.

Subject to being superseded by a city-wide policy, the City shall reimburse represented employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties as follows:

- Actual costs to and from destination not to exceed a maximum computed at a rate not to exceed current IRS mileage reimbursement limits for miles traveled both within and outside the City by carrier service, including any privately owned conveyance; provided, however, that for travel to and from destination in excess of 300 miles, said maximum shall not exceed actual air coach fare when such fare is less than the amount computed at the aforesaid rates. For the purposes of this Section, the actual cost for miles, actually traveled by privately-owned conveyance, including cost of fuel, maintenance, repairs, insurance and depreciation, shall be deemed equal to the maximum allowance provided for in this Section.
- If the City is reimbursed by P.O.S.T. for a represented employee's mileage payment, then the City shall pay the employee the full amount of the P.O.S.T. reimbursement.

Section 4. Meal Allowances & Reimbursements.

Subject to being superseded by a city-wide policy, represented employees shall be entitled to per diem following a Per Diem Schedule and under the following circumstances:

- Per Diem Schedule. Forty-five dollars (\$45) per twenty-four (24) hour period or prorated as follows: Breakfast-ten dollars (\$10), Lunch-fifteen dollars (\$15), Dinner-twenty dollars (\$20).
- Personnel on work assignments, or attending, meetings or training in excess of a twenty-five (25) mile radius beyond their normal work station, and which extends more than one (1) hour beyond their normal work hours or require lodging.
- Meeting or training assignments, which include a meal, will be reimbursed at the actual cost of the meeting or meal, not to exceed the prorated per diem schedule.
- Meal expenses other than listed in the two above may be considered for reimbursement (receipt required) at the discretion of the Division Commander.
- Receipts are not required, other than as noted above.

ARTICLE V. — INITIAL EMPLOYMENT

Section 1. Probationary Period. Employees shall be subject to the following:

New Employees

- Newly hired Police Officers shall be subject to an eighteen (18) month probationary period.
- Police Officers shall not be eligible for consideration of a step adjustment until the successful completion of the probationary period.
- Newly hired police officers shall be allowed to accrue and use sick time upon commencing employment.
- Newly hired lateral Police Officers shall be subject to a twelve (12) month probationary period.
- Newly hired lateral Police Officers shall be subject to a twelve (12) month probationary period.

Tenured Employees

- Tenured employees, who get promoted to a new position, shall be subject to a twelve (12) month probationary period.

ARTICLE VI. RETIREMENT

Section 1. CalPERS Contributions.

Effective the first full payroll period in July, 2014, the City eliminated Employer Paid Member Contributions ("EPMC") entirely for all represented employees with all represented employees paying their full member contributions to CalPERS. Employees shall have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contributions in accordance with the provisions of Internal Revenue Code Section 414(h)(2).

Section 2. CalPERS Contract Provisions.

The City's contract with CalPERS shall provide the following:

Tier One Safety Employees:

Any safety employee who is employed as of June 30, 2006:

- (a) 3% @ 50 retirement plan for safety members;
- (b) One year final compensation;
- (c) Survivor continuance;
- (d) 1959 Survivor benefit -third level;
- (e) Military service credit;
- (f) 1957 Survivor benefit;

- (g) CalPERS Health Care;
- (h) 2% annual cost of living adjustment.

Tier Two Safety Employees:

Any safety employee who is hired after June 30, 2006, but before January 1, 2013, or who is hired on or after January 1, 2013 **and** determined to be a “classic member” by CalPERS:

- (a) 3% @ 55 retirement plan for safety members;
- (b) One year final compensation;
- (c) Survivor continuance;
- (d) 1959 Survivor benefit -third level;
- (e) Military service credit;
- (f) 1957 Survivor benefit;
- (g) CalPERS Health Care;
- (h) 2% annual cost of living adjustment.

Tier Three Safety Employees:

Any safety employee hired on or after January 1, 2013 and determined by CalPERS not to be a “classic member” as defined by CalPERS and as limited by the California Public Employees' Pension Reform Act of 2013 (“PEPRA”):

- (a) 2.7% @ 57 retirement plan for safety members;
- (b) Highest thirty-six (36) consecutive months final monthly compensation;
- (c) Survivor continuance;
- (d) 1959 Survivor benefit -third level;
- (e) Military service credit;
- (f) 1957 Survivor benefit;
- (g) CalPERS Health Care;
- (h) 2% annual cost of living adjustment.

ARTICLE VII. INSURANCE BENEFITS

Section 1. Medical Insurance. The City will contract with CalPERS for Medical Insurance. The City will also provide dental, vision, and life insurance plans.

Section 2. Monthly Insurance Allowance. For employees hired on or prior to September 12, 2018, the City shall contribute towards the employee and his or her eligible dependents' health, dental, vision, and life insurance as follows:

- The City shall pay the full monthly premium of any of the approved CalPERS medical plans except CalPERS Care.

- The City shall pay up to seven hundred fifty dollars (\$750) of the monthly premium for the CalPERS Care plan. Any excess premium must be paid by the employee.

For employees hired after September 12, 2018, the City's contribution towards health benefits shall be limited to the Family Kaiser rate (employee + 2). Any excess to this premium must be paid by the employee.

Employees who, on or prior to September 12, 2018, elected to cancel City health insurance coverage for themselves and all eligible family members and participate in the City's health insurance "Opt Out" program shall remain eligible to participate in said program. In order to remain eligible to participate, such employees: i) must have signed a document stating their desire to waive their City health insurance coverage and waiving any liability to the City to cease said coverage and ii) must continue to provide proof to the City of other health insurance coverage. Employees who elected to opt out will receive the taxable cash (non-PERSable) value of five hundred dollars (\$500.00) per month that the employee has opted out of health insurance. In the event an employee receiving "opt out" payments subsequently becomes ineligible for "opt out" payments or elects to commence City health insurance coverage, then that employee shall no longer be eligible to receive such "opt out" payments.

Eligibility for participation in the City's "Opt Out" program is eliminated for all existing or new employee not already participating in the "Opt Out" program as of September 12, 2018.

- The City shall pay the full monthly premium of dental and vision insurance.
- The City shall provide a life insurance policy in the amount of fifty thousand dollars (\$50,000) for each represented employee.

Section 3. Retired Safety Employees.

A safety employee who officially retires from the City of Bell after June 30, 2010 and who is vested in CalPERS prior to his/her retirement date must meet all of the following:

Qualifying Criteria

1. Safety full-time employee must officially retire in good standing from the City of Bell and remain retired. In the event an employee returns to an active status with an agency who is a member of CalPERS, then any benefits coverage will follow CalPERS guidelines pursuant to the last place of employment.
2. Safety full-time employees must officially retire from the City after June 30, 2010, with not less than twenty (20) years of CalPERS service credit with the City of Bell.
3. Safety full-time employees must have been employed with the City of Bell on January 1, 2010.

Medical Benefit

1. The City shall provide health insurance and pay the cost of such premiums up to the amount for employee and one dependent only on the CalPERS Basic Kaiser HMO Plan as adjusted and indexed annually.
2. The City will cover the insurance premium through the CalPERS health benefit contract for retirees and City direct post-employment reimbursement program. Retiree should seek reimbursement from the City semi-annually for the portion not covered by CalPERS.
3. Employee has the option to choose another plan from the contracted/approved CalPERS medical plans; however, the excess premium cost should be paid by the retiree.

Employees who officially retire and meet all qualifying criteria shall receive post-employment medical benefits pursuant to the City's health benefit contract for retirees.

ARTICLE VIII. HOLIDAYS

Section 1. Payment.

The parties recognize that a police department functions every day of the year, twenty-four hours per day, and does not close for holidays. Safety employees—as established in Article I, Section I of this MOU—shall be compensated for City-recognized holidays. Pursuant to the California Government Code, Section 20630, the City shall identify the pay period in which the compensation was earned; therefore, the City opts to pay and report holidays as earned. Each employee shall be paid an additional ten (10) hours for each City recognized holiday in the pay period where the holiday falls. Such additional compensation shall be paid separately and reported as special compensation.

Section 2. Observed Holidays.

The following days shall be paid holidays:

Thanksgiving Day
The Day after Thanksgiving
Christmas Day
New Years Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Admissions Day

Columbus Day
Veteran's Day

Section 3. Floating Holiday

In addition, employees shall be entitled to one (1) floating holiday to be taken at the employees' discretion with the approval of their supervisor. Permission to take the floating holiday will not be unreasonably withheld. The floating holiday must be taken prior to the ending of the applicable fiscal year; it may not be carried over to the following fiscal year.

ARTICLE IX. VACATION LEAVE

Section 1. Accrual. Represented employees are eligible for vacation leave after completing one year of employment as follows:

Months of Service	Accrued Vacation Hours per hour	Accrued Vacation Hours biweekly
Up to 48	.0577	4.6160
49 to 71	.0692	5.5360
72 to 155	.0808	6.4640
156 to 239	.1212	9.6960
240 and more	.1269	10.1520

Vacation hours will be deducted from the accumulated vacation leave balance accordingly to the hours taken by the safety employee or the pertaining number of hours of the established shift. Vacation hours shall be earned and recorded to the employee's balance on a biweekly basis.

Section 2. Vacation Leave Accrual.

Notwithstanding the Civil Service Rules and Regulations, represented employees shall not accrue or carry over from calendar year more than three-hundred sixty (360) hours. The parties have agreed that any amount of time that was mistakenly allowed to accrue in excess of three-hundred (360) hours as of December 31, 2012 was set aside on a one-time basis in a separate leave bank. However, the parties agree that no leave may be accrued over three-hundred sixty (360) hours as of December 31, 2012, unless approved by the City Council. The accrued vacation in the separate leave bank will be allowed to be used during employment like any other vacation leave bank and/or cashed out upon separation. In addition, the City Manager can elect to cash out the vacation hours in the separate leave bank at any time at his sole discretion, including upon written request of an employee.

Section 3. COVID-19 Vacation Leave Bank.

Due to unique vacation leave usage issues resulting from the COVID-19 pandemic and the local, state and federal declarations of emergency related to the same, the City created for BPOA employees a designated COVID-19 Vacation Leave Bank. When an employee has reached the maximum vacation leave accrual cap of 360 hours, the employee shall be permitted to accrue

additional vacation leave beyond 360 hours in the COVID-19 Vacation Leave Bank. Employees shall only have this option for vacation leave accrued over 360 hours from March 16, 2020 through December 31, 2021. After the end of the payroll period including December 31, 2021, an employee who has accrued more than 360 hours of vacation leave shall not accrue any new vacation leave until the employee's accrued leave is less than the applicable accrual cap pursuant to Section 2 of this Article IX.

Additionally, employees shall be required to use vacation leave accrued in the COVID-19 Vacation Leave Bank prior to any regular vacation leave.

Section 4. Voluntary Vacation Leave Time Donation

If an employee suffers a personal medical crisis or catastrophic event that requires a prolonged absence from duty that will result in a substantial loss of income to the employee and if the employee has exhausted all available paid leave time, the employee may request assistance from other employees by means of leave time donation. Leave time donation may be in the form of vacation leave. Sick leave may not be donated.

The value of the donated leave will be paid to the recipient employee at the recipient's normal rate of compensation. The amounts paid to the recipient employee under the conditions of this policy are treated as regular income of the recipient under Internal Revenue Code Section 61. Employee(s) who donate leave do not incur any income or any deductible expense or loss upon the donation of this leave. Any leave accrued by the recipient employee during a pay period will first be applied, supplemented by voluntary leave donations in order for the recipient to receive a regular paycheck. Under no circumstances will the recipient employee be paid for more than their regular number of hours in a pay period.

On a case-by-case basis, the City Manager may allow voluntary donations to an employee who suffers a catastrophic event. The City Manager may seek recommendation from one member from the recognized employee association and the Human Resources Office, regarding the determination of a catastrophic event. The City Manager's decision shall be final and not subject to appeal

ARTICLE X. -SICK LEAVE

Section 1. Accrual.

(a) Definition of Factors

Factors to be used in the computation of sick leave accrual shall be defined as follows:

Sick leave benefit per month	8 hours
# of hours worked in a week	40 hours

# of weeks in a year	52 weeks
# of months in a year	12 months
Annual sick leave benefit	$8 \times 12 = 96$ hours
# of hours worked in a year	$40 \times 52 = 2,080$ hours
Sick leave accrual rate per hour	$96/2,080 = 0.0462$

(b) Computation

The base to be used in the sick leave computation shall be equal to an eight (8) hour-day per month (sick leave benefit). Such computation shall utilize the following factors: forty (40) hours per week times fifty-two (52) weeks, which shall represent two thousand eighty (2,080) hours worked in a year. Then the formula to arrive at accrual rate shall be: annual sick leave benefit divided by number of hours worked in a year ($96/2,080$).

(c) Accrual Rate

Each employee shall accrue sick leave at the rate of 0.0462 per hour yielding to 3.6960 biweekly. Sick time accrual shall be earned and recorded to the employee's balance on a biweekly basis.

(d) Sick Leave Usage/Balance

Sick leave shall accrue immediately upon hire. Sick hours will be deducted from the accumulated sick leave balance accordingly to the hours taken by the represented employee or the pertaining number of hours of the established shift. Sick leave balance shall be accrued up-to a maximum of one thousand five hundred (1,500) hours. Accrued sick leave for purposes of final compensation shall be computed on an hourly basis.

(e) 75% And 50% Sick Leave

During each five (5) year increment of full-time employment, employees will be entitled to 75% sick leave days and 50% sick leave days as follows:

Years of Service	75%	50%
1-5	14	14
5-10	28	42
10-15	56	77
15-20	56	112
20-25	56	182

Section 2. Use Of Sick Leave For Personal Business.

Three (3) one hundred percent (100%) sick leave days may be utilized each fiscal year for personal business by each employee if prior approval is obtained from an authorized supervisor.

ARTICLE XI. SICK/VACATION PAYOFF**Section 1. Sick Leave Payoff.**

Represented employees, upon separation from service, shall be paid an amount equivalent to the remaining hours of accrued one hundred percent (100%) sick leave on the books at the time of separation. Said payment shall be calculated based the employee's aggregate pay at the time of separation. Annually, during January of each year, if funds permit, the City will pay off each employee for those hours that exceed one thousand five hundred (1,500) at the current aggregate pay.

Section 2. Sick Leave Payoff Employees Hired After January 1, 1997.

For represented employees hired after January 1, 1997, accrued sick leave shall be paid upon separation from service in an amount not to exceed seven hundred fifty (750) hours of pay. For represented employees hired after September 12, 2018, accrued sick leave shall be paid upon separation from service in an amount not to exceed one hundred (100) hours of pay. Said payment shall be calculated on the basis of the employee's aggregate pay at the time of separation.

ARTICLE XII. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

The Association may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the wages and salaries of Association members. Association hereby certifies that Association has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Association membership dues shall be deducted each pay period in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

Remittance of the aggregate amount of all such monies shall be made by the City to the Association at the conclusion of each payroll period in which said dues were deducted. Any changes in Association dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll. Association will pay the costs incurred by the City in order to set up the employee's deductions.

The Association shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any Association requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the Association's expense.

ARTICLE XIII. CITY RIGHTS

Section 1. Management Rights.

The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights of Management, as they are not abridged by the 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 existence or nonexistence of facts which are the basis of Management's decisions;
- (c) To determine the necessity of organization of any service or activity conducted by the City and expand or diminish such services;
- (d) To determine the nature, manner, means and technology and extent of services to be provided to the public;
- (e) Methods of financing;
- (f) Types of equipment or technology to be used;
- (g) To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
- (h) To determine and/or change the number of locations, relocation and type of
- (i) operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract or subcontract any work or operation of the City;
- (i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- (j) To establish and modify productivity and performance program and standards;
- (k) To relieve employees from duties for lack of work, or funds, or similar non disciplinary reasons;

- (l) To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- (m) To determine job classification and to reclassify employees;
- (n) To hire, transfer, promote and demote employees for non-disciplinary reasons;
- (o) To determine and administer policies, procedures and standard for selection, training, and promotion of employees;
- (p) To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
- (q) To maintain order and efficiency in its facilities and operations;
- (r) To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City, which are not in contravention with this MOU;
- (s) To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Exceptions.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code, which are incorporated herein by reference in this MOU. By agreeing to meet and confer with Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIV. NO STRIKE / NO LOCKOUT

A. PROHIBITED CONDUCT

Section 1. Association's Agreement.

The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, lockout or any other job action by withholding or refusing to perform services.

Section 2. City's Agreement.

The City agrees that it shall not lockout its employees during the terms of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff,

failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provision of this MOU or applicable ordinance or law.

Section 3. Disciplinary Action.

Any employee, who participates in any conduct prohibited in Section 1 above, may be subject to disciplinary action up to and including discharge.

B. ASSOCIATION RESPONSIBILITY

Section 4. Notification Of Violation.

In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in A. Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in A, Section 1 above, and return to work.

Section 5. Hold Harmless.

If the Association performs all of the responsibilities set forth in B, Section 1 above, its officers, agents, representatives, shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of B, Section 1 above.

ARTICLE XV. GRIEVANCES

Section 1. Grievance Representation.

The Association is expressly authorized to represent any of its members in any grievance proceeding filed pursuant to the City's Civil Service Rules and Regulations as adopted by City Council January 3, 1983 or the Bell Police Department Policy Manual.

Section 2. Grievance Procedure.

The parties agree that the grievance procedure outlined in the Bell Police Department Policy Manual shall govern all represented employees and shall be the exclusive grievance procedure for the matters subject to grievance as defined therein.

ARTICLE XVI. DISCIPLINARY APPEALS

Section 1. Discipline Procedure.

The parties agree that the discipline procedures outlined in the Bell Police Department Policy Manual shall govern all represented employees and shall be the exclusive disciplinary procedure and appeal process for represented employees up through imposition of discipline by the Chief of Police.

Section 2. Disciplinary Appeals.

The decision of the Chief of Police may be appealed in writing within ten (10) calendar days of receipt of same pursuant to the City's Civil Service Rules and Regulations as adopted by City Council January 3, 1983 except that instead of appealing the decision to a personnel commission for final determination the appeal shall go to the City Manager who shall then refer the appeal out for a binding decision to be heard at his or her discretion by either an administrative law judge from the Office of Administrative Hearings or by an arbitrator selected by the parties from a panel from the State Mediation and Conciliation Service. Should the Appellant not agree with the administrative law judge provided by the Office of Administrative Hearings, he/she shall have the right to exclude that person. In the case of such an exclusion being exercised, the selection of an arbitrator shall then default to an arbitrator being selected from the State Mediation and Conciliation Service as described herein.

- A. If the hearing officer is from the Office of Administrative Hearings, then the assigned administrative law judge shall have jurisdiction to render a binding decision as provided for herein.
- B. If an arbitrator is used from the State Mediation and Conciliation Service, then the parties shall request a panel of seven (7) proposed arbitrators and select one person therefrom by striking names until one remains with the employee striking the first name. The selected arbitrator shall have jurisdiction to render a binding decision as provided for herein.

The hearing officer shall establish a time and place for the hearing. The City Clerk is authorized and empowered to issue all subpoenas necessary to effect discovery and/or to compel the attendance of witnesses at the hearing. All witnesses shall be entitled to witness fees to the same extent as in a civil action in the superior court. The hearing shall not be public unless requested to be so by the appellant employee. In any event, the hearing officer shall have the authority to exclude witnesses from the hearing.

At the time and place so established, the hearing officer shall proceed to conduct the hearing and to take and consider all relevant evidence. All testimony presented at the hearing shall be sworn testimony. However, the hearing need not be conducted according to technical rules relating to evidence and witnesses; nor shall the provisions of the Administrative Procedure Act be applicable thereto.

The City shall present its case first, including all relevant evidence to support the disciplinary action imposed and it shall have the burden of proving its contentions by a preponderance of the evidence. The City shall have the right to call the appellant employee as a witness at any time during the hearing and examine the appellant employee as if on cross-examination. Unless otherwise incapacitated, the appellant employee shall appear personally at the hearing. Failure of the appellant to appear at the hearing or to be represented shall be deemed a withdrawal of the appeal and a waiver of any further rights of hearing or review. All parties shall have the right to file with the hearing officer written legal arguments and to present oral arguments at the conclusion of the hearing.

The City shall pay all administrative costs of the hearing officer. The City shall obtain the services of a certified court reporter to record the hearing. The transcript of the proceedings shall be available to the appellant employee at no cost. Each party, however shall bear their own legal costs, including witness, exhibit and attorneys fees.

The decision of the hearing officer shall be final and conclusive. Any judicial review of such decision shall be governed by the provisions of Code of Civil Procedure section 1094.6.

Written reprimands issued after September 12, 2018 shall follow the procedure provided in the Bell Police Department Policy Manual and any appeal thereof shall be limited to the determination of the City Manager or his designee, which shall be final with no further right of appeal. Written Reprimands issued after September 12, 2018 shall be removed after two (2) years from their issue date if no similar misconduct has occurred during that two year period.

ARTICLE XVII. EMERGENCY WAIVER PROVISION

Section 1. Definition.

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Civil Service Rules and Regulations or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE XVIII. CIVIL SERVICE RULES AND REGULATIONS

Section 1. Discharge Of Application Of Civil Service Rules And Regulations.

The parties incorporate herein by reference the "City of Bell Civil Service Rules and Regulations (Amended 1982)" as adopted by City Council January 3, 1983. The parties acknowledge that all applications to meet and confer in good faith concerning these Rules and Regulations have been discharged and each party waives any further meeting or conferring with respect thereto. In the event of a conflict between said Civil Service Rules and Regulations (Amended 1982) and this MOU, the provisions of this MOU shall govern.

ARTICLE XIX. NEPOTISM POLICY

Section 1. Effective Date.

A City nepotism policy was implemented effective July 1, 2005 and continues to apply to all represented employees except full-time employees hired prior to July 1, 2005.

Section 2. The Policy.

The nepotism policy is described as follows:

- (a) No relatives shall be appointed or otherwise allowed to work in the same department unless already doing so as of September 12, 2018.
- (b) For purposes of this section, "relative" shall mean spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- (c) If a City employee marries another person employed by the City of Bell within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.
- (d) The City also retains the right to refuse to place both relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflict of interest.
- (e) Where the circumstances mandate that two relatives shall not work together, the Personnel Department will attempt to transfer one relative to a similar position in another City department. Although the City will attempt to give consideration to the wishes of the involved parties as to which relative is to be transferred, the controlling factor in determining which relative is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

If continuing employment of two relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one relative from City employment. Absent resignation by one affected relative, the less senior of the involved relatives will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

ARTICLE XX. SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE XXI. CONTINUATION OF EMPLOYMENT CONDITIONS

It is intended that this Agreement set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, or City administrative regulations and operating procedures

regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties, if not specifically addressed in this Agreement, the City's Civil Service Rules and Regulations or the Bell Police Department Policy Manual. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and approved and implemented by the Bell City Council.

ARTICLE XXII. WAIVER OF BARGAINING DURING TERM OF THIS MOU

Section 1. Bargaining Waiver.

The parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

Section 2. Reopeners.

The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws. The parties also agree to reopen the contract for purposes of updating Title 2 of the Bell Municipal Code, the City's Civil Service Rules and Regulations, the Bell Police Department Policy Manual, and the City's Administrative Policies. The parties further expressly agree to continue negotiations regarding updated Vacation Request Form policy that will afford the Department greater ability to plan for vacation time off. Resolution of this issue will be memorialized by Side Letter Agreement or submitted to the City's impasse procedures if no agreement is reached.

ARTICLE XXIII. CATASTROPHIC LEAVE DONATION POLICY

Attached is the agreed upon CATASTROPHIC LEAVE DONATION POLICY

ARTICLE XXIV. STEP INCREASES

The salaries within the applicable pay grades and salary ranges are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effective only upon the recommendation of the department head, with approval of the City Manager, after completion of a thorough employee performance evaluation.

Supervisors will provide employees with a performance evaluation by the due date provided by Human Resources. Should the supervisor fail to complete the evaluation by the due date, they will have thirty (30) days from the due date provided by Human Resources to complete the evaluation. During the thirty (30) day period, the employee shall not receive the merit increase until Human Resources receives the performance evaluation. Once received, Human Resources will process the Personnel Action for the step increase effective the date the step increase was due.

ARTICLE XXV. TERM OF THIS MOU

The term of this MOU shall be in full-force and in effect from July 1, 2024 through and including June 30, 2027.

ARTICLE XXIV. RATIFICATION AND EXECUTION

The representatives of the City and of the Association have jointly prepared this Agreement, which has been ratified by the Association on _____, 2024 and is jointly presented to City Council of the City of Bell for determination pursuant to Government Code section 3505.1. The parties acknowledge that this Agreement shall not be in full force and effect until adopted by resolution by the City Council of the City of Bell. Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Bell Police Officers' Association and entered into as of this __ day of _____, 2024.

CITY OF BELL

BY: _____

Michael L. Antwine II
City Manager President

BY: _____

Gina Skibar
Human Resources and Risk Manager

BY: _____

Jonathan V. Holtzman
City Attorney/Lead Negotiator

BELL POLICE OFFICERS' ASSOCIATION

BY: _____

Jamie Baltazar
President

BY: _____

Rolando Carranza
Vice President

BY: _____

Jose Cerecero
Treasurer

BY: _____

Gilbert Jara
Secretary

BY: _____

Ryan Esparaza
Sergeant of Arms

City of Bell Agenda Report

DATE: December 18, 2024

TO: Honorable Mayor and Members of the City Council

FROM: Gina Skibar, Human Resources and Risk Manager
John Holtzman, City Lead Negotiator

APPROVED BY: Michael L. Antwine II (e-signature)
Michael L. Antwine, II, City Manager

SUBJECT: Consideration and Adoption of Resolution Accepting, Approving and Adopting the Memorandum of Understanding between the City of Bell and the Bell City Employees Association for the period of July 1, 2024 through June 30, 2027.

RECOMMENDATION

It is recommended that the City Council:

1. Read by title only, waive further reading, and adopt Resolution No. 2024-58, titled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ACCEPTING, APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027" AND

2. Authorize the City Manager to execute any necessary documents relating to this item.

BACKGROUND

The most recent Memorandum of Understanding (MOU) between the City of Bell ("City") and the Bell City Employee Association ("BCEA") expired on June 30, 2024. Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500 et seq. ("MMBA"), the City and the Association met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the purposes of reaching a tentative agreement on a successor Memorandum of Understanding.

The MMBA requires that if a tentative agreement is reached by the authorized representatives of the City and the BCEA, then the City Council shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting. If the City Council adopts the tentative agreement, then the parties shall jointly prepare a written memorandum of understanding. The parties have prepared a successor Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027, which they are submitting to the City Council to be considered, accepted, approved and adopted.

AGENDA ITEM 2

DISCUSSION:

The proposed successor MOU extends the terms and conditions of the prior MOU from July 1, 2024, to June 30, 2027, with the following changes:

- **Term:** 3-year agreement covering 7/1/2024-6/30/2027
- **Compensation (COLA) – All Classifications within BCEA MOU:**
 - 3% increase effective second pay period after ratification by both parties (December 11, 2024- June 30, 2025)
 - 2% increase in year two (July 1, 2025- June 30, 2026)
 - 2% increase in year three (July 1, 2026- June 30, 2027)
- **Equity Adjustments:**

The following classes will receive equity percentage adjustments to base pay as set forth below and effective the second pay period after ratification:

Equity Adjustments Per MOU

CLASS	UPON RATIFICATION (Dec. 2024)	JULY 1, 2025	JULY 1, 2026
Accounting Assistant II	4%	1.9%	No Equity Adj.
Econ. Dev Specialist	4%	4%	11.7%
Maintenance Worker I	1.7%	No Equity Adj.	No Equity Adj.
Maintenance Worker II	4%	4%	No Equity Adj.
Office Assistant II	3.1%	No Equity Adj.	No Equity Adj.
Public Works Field Supervisor	3.1%	No Equity Adj.	No Equity Adj.
Sr. Human Resource Analyst	4%	4%	No Equity Adj.
Management Analyst	4%	4%	7%

- **Vacation:** Add an annual vacation cash out of up to 40 hours/year
- **Additional Duties Pay:**

City to recognize the following assignment as eligible for additional duties pay (Art. III, Sec. 5, p.4):

 - Actual time transporting, setting up, troubleshooting, and breaking down the moveable stage (5% for four certified individuals)
 - Actual time serving as the stage manager for the moveable stage (5% for one certified individual)

AGENDA ITEM 2

- **Health Care Memorandum of Understanding (MOU) Clean Up**

The City will pay for Kaiser Health (Region 3 rates for Los Angeles County) plan or any health plan equivalent to the rate of Kaiser. Employee to pay the difference if enrolled in a health care plan that exceeds the rate of Kaiser. (Existing employees will be grandfathered into their existing Platinum plan provided they do not change plans.)

- **Medical Opt-out:** City to pay \$500/month for employees hired on or after June 27, 2018 (Art. Art. VII, Sec. 1 C, p. 11).
- **Sick Leave:** Update to comply with CA law. (Art. X, p. 14)
- **Bereavement Leave:** Update to comply with CA law. (Art. XI, Sec. 6, p. 15)
- **Holidays:** Swap California Admissions Day for Additional Floating Holiday

Language clarification that Dispatch now has 11 holidays plus 20 hours of floating holiday pay

Job Qualification Criteria:

In order to increase promotional and recruitment opportunities, allow experience to substitute for education in job specifications, specifically the Recreation Coordinator position. See attached Recreation Coordinator job specification.

Clean Commuting Incentive: Open to discussion for City-wide program outside of

MOU

FISCAL IMPACT:

3% increase effective second pay period after ratification by both parties
(December 11, 2024- June 30, 2025)

2% increase in year two (July 1, 2025- June 30, 2026)

2% increase in year three (July 1, 2026- June 30, 2027)

Equity adjustment listed above.

The funding being used is approximately 88% of General Fund and 12% from Special Revenue funds.

ATTACHMENTS:

1. Resolution No. 2024-58 Accepting and Approving Memorandum of Understanding between the City of Bell and the Bell City Employee Association for the period of July 1, 2024 through June 30, 2027.
 - a. Exhibit A - BCEA MOU July 1, 2024 through June 30, 2027

AGENDA ITEM 2

ATTACHMENT 1

RESOLUTION NO. 2024-58
ACCEPTING AND APPROVING
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BELL AND BCEA

AGENDA ITEM 2

RESOLUTION NO. 2024-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ACCEPTING, APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the prior Memorandum of Understanding between the City of Bell ("City") and the Bell City Employees Association ("Association"), as the recognized employee organization for those employees within the Confidential Unit, the Professional Unit and the Miscellaneous Unit, excluding part-time employees in those classifications, expired June 30, 2024 ("BCEA MOU 2021-24"); and

WHEREAS, pursuant to Government Code Section 3500 *et seq.*, also referred to as the Meyers-Milias-Brown Act ("MMBA"), the City's and the Association's authorized representatives met and conferred in good faith to establish the terms of a successor Memorandum of Understanding between the City and the Association, and

WHEREAS, the City's and the Association's authorized representatives reached a tentative agreement for a successor Memorandum of Understanding between the City and the Association for the period of July 1, 2024 through June 30, 2027; approved by the City Council on December 11, 2024 and adopted by means of Resolution 2024-**; and

WHEREAS, pursuant to Government Code Section 3505.1, if the governing body adopts a tentative agreement, the parties shall jointly prepare a written memorandum of understanding which must also be approved by the City Council of the City; and

WHEREAS, the City Council now desires to accept, approve, and adopt the successor memorandum of understanding between the City of Bell and the Association for the period of July 1, 2024 through June 30, 2027 ("BCEA MOU 2022-24").

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated by reference herein.

SECTION 2. The City Council hereby accepts, approves, and adopts the BCEA MOU 2024-2027, which is attached hereto as Exhibit "A".

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF DECEMBER 2024.

Ali Saleh, Mayor

AGENDA ITEM 2

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

EXHIBIT "A"

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL
CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30,
2027**

[ON FOLLOWING PAGES]

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL CITY EMPLOYEES ASSOCIATION

July 1, 2024 — June 30, 2027

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MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL CITY EMPLOYEES ASSOCIATION

July 1, 2024 — June 30, 2027

ARTICLE I — RECOGNITION

Section 1. Parties. Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 et seq. (“MMBA”), the City of Bell (“City”) has heretofore recognized the Bell City Employees Association (“Association”), an unincorporated association, as the recognized employee organization for the Confidential Unit, the Professional Unit and the Miscellaneous Unit, excluding part-time employees in those classifications (hereinafter “represented employees” or simply “employees”). The current classifications within each represented unit are set forth in the Attachment “A” hereto and may be modified in the future pursuant to the City’s Employer-Employee Organization Relations Resolution (currently Resolution No. 87-46). Represented employees assigned to work in the City Manager’s office may be designated as “Confidential” employees by the City Manager and shall then be part of the Confidential Unit, including but not limited to any management analysts or clerical support classifications.

Section 2. Association Membership. The parties agree to protect the rights of all employees hereby to join and/or participate in the protected activities in accordance with the MMBA and the City’s Employer-Employee Organization Relations Resolution, or to refrain from same.

Section 3. Association Representative Release Time. Pursuant to the MMBA, the City shall allow a reasonable number of Association representatives reasonable time off without loss of compensation or other benefits when: (1) formally meeting and conferring with representatives of the City on matters within the scope of representation; (2) testifying or appearing as the designated representative of the Association in conferences, hearings, or other proceedings before the Public Employment Relations Board (“PERB”), or an agent thereof, in matters relating to a charge filed by the Association against the City or by the City against the Association; (3) testifying or appearing as the designated representative of the Association in grievance or disciplinary appeal matters.

Section 4. AB 119. Pursuant to AB 119, the City agrees to provide no less than 10 calendar days’ notice to the Association in advance of any new employee orientation(s) and provide the Association access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. In accordance with Government Code Section 3557, access shall be determined by mutual agreement between the City and the Association. Access could be effectuated by representational attendance or correspondence, although the parties’ preference is generally correspondence over representational attendance. The Association shall advise the City reasonably in advance of any orientation as to the type of access requested.

The City agrees, pursuant to AB 119, to provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within thirty (30) days of the date of hire. The City also agrees to provide the Association with a list of the foregoing information for all bargaining unit employees at least once every 120 days at the Association's written request.

Notwithstanding the foregoing, in accordance with Government Code Section 6254.3(a)(3), the City will not provide the Association with the home address or any phone number on file with the City of any employee performing law enforcement-related functions. For purposes of this Memorandum of Understanding (referred to herein as either the "MOU" or the "Agreement"), "law enforcement-related functions" includes any City police department employee and any City code enforcement officer. In accordance with Government Code Section 6254.3(c), the City will not provide the Association with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information (except, with respect to personal email addresses, as may be necessary to comply with the Public Records Act).

ARTICLE II — NONDISCRIMINATION

The parties agree that they shall not discriminate against any employee or applicant for employment because of such person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation or any other protected characteristic set forth in California Government Code Sections 12940-12951 (otherwise known as the California Fair Employment and Housing Act ("FEHA")).

ARTICLE III — SALARIES/COMPENSATION

Section 1. Base Salaries. The salaries in effect for all Association represented employees effective upon the second pay period following the date of the ratification of this agreement are set forth in the City of Bell Resolution No. 2024-58 and the base salary shall constitute the salaries listed in Attachment "B" for each corresponding step, and shall not include any special compensation as defined in Section 571 of the California Code of Regulations ("CCR"), i.e. bilingual pay, education pay, etc.

Across the Board Increases:

Effective upon the second pay period following the ratification of this agreement by both the City and the BCEA, all Association represented employees still employed by the City at the time of said payroll payment shall receive up to 3% base salary increase to their existing pay ranges, as reflected in the attached proposed salary increases table (Attachment "B"). Effective the first full pay period after July 1, 2025, all represented employees still employed by the City as of that date shall receive an additional 2% base salary increase to their existing pay ranges. Effective the first full pay period after July 1, 2026, all represented employees still employed by the City as of that date shall receive an additional 2% base salary

increase to their existing pay ranges. These salary increases will be separate from any equity adjustments set forth below.

Equity Adjustments:

The following classes will receive equity percentage base pay adjustments as set forth below:

Class	2nd Pay Period after Ratification (Dec. 2024)	July 1, 2025	July 1, 2026
Accounting Assistant II	4%	1.9%	No Equity Adj.
Econ. Dev Specialist	4%	4%	11.7%
Maintenance Worker I	1.7%	No Equity Adj.	No Equity Adj.
Maintenance Worker II	4%	4%	No Equity Adj.
Office Assistant II	3.1%	No Equity Adj.	No Equity Adj.
Public Works Field Supervisor	3.1%	No Equity Adj.	No Equity Adj.
Senior Human Resource Analyst	4%	4%	No Equity Adj.
Management Analyst	4%	4%	7%

Section 2. Bilingual Pay. City shall pay one hundred seventy-five dollars (\$175) per month as Bilingual Pay to represented employees who meet the following qualifications and requirements.

- A. Employee must speak a language such as Spanish, or any other language approved by the City.
- B. Employee is required to pass a proficiency exam, to be conducted in a manner determined by the City.
- C. Employee shall be reimbursed for bilingual schooling. To qualify for the reimbursement, employee shall obtain written approval from their department head before enrolling in any bilingual program. Such reimbursement shall take place if

employee passes the required proficiency exam. This reimbursement shall not be considered special compensation as defined in CCR Section 571.

- D. Employee shall make a written request for Bilingual Pay to the Personnel Office. The City shall schedule a test within ninety (90) days of receipt of this request. If the test is not scheduled within ninety (90) days, then bilingual pay shall become effective.

Section 3. Shift Differential Pay for Dispatchers. Dispatchers and Parking Enforcement Officers (currently one position) shall receive five percent (5%) of their base salary while assigned to a regular work shift that requires working six (6) or more hours between the times of 4:00 p.m. and 7:00 a.m. Employees who work during the times of 4:00 p.m. and 7:00 a.m. on an overtime basis are not eligible to receive shift differential pay. Shift differential pay shall only apply to all actual hours worked, not merely scheduled hours.

Section 4. Extra Training Duties Pay for Dispatchers. A dispatcher shall receive an additional ten percent (10%) of his or her base salary when assigned by the Chief of Police to train a newly hired employee assigned to the Dispatch Division. Such additional pay shall only apply while the training assignment is in place.

Section 5. Additional Duties Pay. Represented employees required and designated by the Chief Administrative Officer, City Administrator and/or City Manager (collectively referred hereinafter to as the "City Manager") to perform specially assigned or extra duties outside the scope of their job description as deemed necessary in the course of City business shall receive an additional compensation equal to five percent (5%) of their base salary. This compensation shall remain in effect only for the duration of the designated assignment.

Employees performing the following job duties shall also be entitled to additional duties pay as follows:

- Actual time transporting, setting up, troubleshooting, and breaking down the moveable stage (5% for four certified individuals)
- Actual time serving as the stage manager for the moveable stage (5% for one certified individual)

Section 6. Court Pay. Full-time represented employees shall receive court appearance pay for each day such employee is required to and does appear in court on City business outside the employee's normal work schedule. In the event an employee is required to appear at two separate court locations in one day, the employee will be paid for each court location. On-call pay shall be paid to each employee when such employee is on stand-by but he or she is not required to appear in court. This pay shall not be considered special compensation as defined in Section 571 of the California Code of Regulations. These payments shall be as follows:

- A. Court Appearance Pay. The represented employees who are required to attend court sessions outside their regularly scheduled work shift shall be paid one hundred ninety dollars (\$190).

- B. On-Call Pay. The represented employees who are required to be on-call for a court appearance during outside their regularly scheduled work shift shall be paid one hundred twenty dollars (\$120).

Section 7. Uniform Allowance Pay. The City shall provide five (5) uniforms to all represented employees who are required to wear uniforms while on active duty in the employment of the City, except for full-time Dispatchers, Parking Enforcement Officers, and the positions of Management Analyst, Office Assistant, Police Records Supervisor, and Property & Evidence Specialist that work in the Police Department. The monetary value for the purchase, rental, and/or maintenance of the City uniform shall be reported in accordance with California Government Code Section 571(a)(5).

Full-time Dispatchers, Parking Enforcement Officers, and the positions of Management Analyst, Office Assistant, Police Records Supervisor, and Property & Evidence Specialist that work in the Police Department and who are required to wear uniforms shall obtain their own uniforms and receive a uniform allowance for the purchase and cleaning of such uniforms as follows:

- A. Seven hundred fifty dollars (\$750) annually as a uniform allowance;
- B. The uniform allowance shall be paid on the first pay period of each September (first pay period shall be considered the period which dates fall in the month of September not the pay date); and
- C. A monthly pro-rata amount shall be paid for newly hired employees in these positions based on the hiring date or shall be deducted from the employee's final compensation based upon the separation date.

Section 8. Jury Duty. Represented employees summoned to jury duty shall receive their regular pay up to forty (40) hours annually. In the event that the employee receives any reimbursement from the pertaining judicial jurisdiction, court, and/or government agency, such reimbursement shall be reimbursed to the City excluding mileage received for said jury duty.

Section 9. Overtime Pay. The federal Fair Labor Standards Act ("FLSA") ensures that covered workers are entitled to the minimum wage and overtime pay at a rate of not less than one and one-half times their regular rate of pay after forty (40) hours of work in a workweek. Represented employees designated as "exempt" from overtime regulations in accordance with FLSA will not receive compensation for working overtime. Currently, the Senior Management Analyst and Senior Human Resource Analyst positions are the only represented positions designated as being exempt. All other represented employees shall be compensated for overtime in accordance with the FLSA.

Section 10. Compensatory Time. The City and the Association agree that for non-exempt Association represented employees, the City may, in its sole discretion, provide compensatory time off, as may be determined by the appointing authority with the approval of the City Manager, in lieu of overtime compensation at the hourly rate of time and one-half up to the federally mandated cap of 240 hours. Requests for use of compensatory time off shall be made in writing as prescribed by the City Manager or designee. Only employees eligible for overtime compensation shall be eligible for compensatory time off. In the event a non-exempt employee is

promoted, reclassified, or reassigned to a classification designated as "exempt" under FLSA regulations, he/she shall not be eligible to accrue compensatory time. In this case, the employee shall be paid for the accrued compensatory time at his/her previous rate of pay in the non-exempt classification, no later than the end of the calendar year. The City's general procedures pertaining to the accrual and use of compensatory time are provided in Section 404 of the City's Administrative Policies and Procedures. In the event of a conflict between this Agreement and the Administrative Policies and Procedures with respect to this Section 10 pertaining to compensatory time, this MOU shall govern.

Section 11. Acting Pay. An employee may be assigned the supervisory duties of a vacant supervisory position while recruitment for that position is pending or of a filled supervisory position whenever the position becomes temporarily vacant for reasons of sick leave, vacation, leave of absence or injury on duty status. An employee assigned the supervisory duties of a position pursuant to the provisions of this section shall be designated as an "acting supervisor." The selection of the employee for "acting supervisor" status shall be within the sole discretion of the department head. Employees acting in a supervisory position shall not be entitled to any additional compensation for doing so unless they work ten (10) or more work days in that assignment. If the acting assignment continues past ten (10) days, then the assigned individual shall receive the additional compensation retroactive to the first day of the assignment. Such compensation shall continue until such time as the incumbent returns or, in the case of a vacant position, the position is filled. The City shall compensate an employee who is an acting supervisor at the rate of an additional ten percent (10%) of base salary.

Section 12. Work Schedules. Standard work hours for represented employees shall be Monday through Friday, 7:45 AM to 4:30 PM. Alternate 9/80, 4/10 and 3/12 work schedules may be assigned based on the recommendation of the appropriate department head and the approval of the City Manager with reasonable notice to the employee. Alternate work schedules shall be approved and continued at the sole discretion of the City Manager. Represented employees performing duties required twenty-four (24) hours per day, seven (7) days per week shall work an assigned schedule as determined by their department head and approved by the City Manager. All employees are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager or his/her designee, may require such service. All work schedules are designed to be in compliance with the requirements of the FLSA.

Section 13. Step Increases.

- A. Upon initial appointment a represented employee shall be placed at Step A of the salary schedule, except as otherwise approved by the City Manager. Whenever an employee is promoted, the employee shall be placed at the step providing the employee a pay increase equal to at least a five percent (5%) increase in base pay. The provisions of this Article shall only apply to full-time represented employees.
- B. Represented employees are eligible for and entitled to a step increase upon successful completion of their probationary period and approval of the City Manager per Article XVII of the City of Bell Civil Service Rules And Regulations adopted January 3, 1983 ("Bell Civil Service Rules").

- C. Thereafter, represented employees shall be eligible for and receive step increases within their assigned salary range on the anniversary date of the completion of each employee's probationary period, provided that the employee has maintained satisfactory job performance during the prior year, as determined by the employee's department head, and upon approval of the City Manager in accordance with Article XVII of the Bell Civil Service Rules. Step increases of more than one (1) step shall require approval of the City Manager.

Section 14. Payroll Periods, Dates & Deductions. Employees shall be paid every other Friday for a two-week period ending the preceding Sunday via Automatic Direct Deposit, unless other arrangements need to be made at the request of the employee. Deductions may be made from the salaries of employees as provided by law or upon their written authorization for City approved deduction programs.

Section 15. Deferred Compensation Plans. Pursuant to California Government Code Section 53213, all represented employees shall be eligible to participate in the City's Deferred Compensation Plans with no contribution by the City.

Section 16. On Call Pay & Call Back Pay. Each Department Head shall designate the minimum standards qualifying an individual to perform an "on call" function and shall first seek individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for being on call, then the Department Head shall assign the appropriate number of employees to such status. The following rules shall apply to "on call" status:

- A. Such assignment shall be in writing and on an equitable rotation basis for qualified personnel. Any employee designated in writing to serve in an "on call" capacity may seek a substitution by another employee, subject to submitting such proposal to the Department Head and subject to Department Head approval of the substitution. On call designations may be for up to one week at a time.
- B. Employees on an "on call" status shall be required to carry at all times a City issued cellular phone and shall be able to receive or return a call within 15 minutes and report to the requested job site within sixty (60) minutes of the original call.
- C. Employees who are off duty but "on call" and who respond to work related calls via telephone without a need to respond in person will add up the minutes/hours that they are engaged in City business via telephone each day while on-call and will be provided compensation equal to the total time spent per designated on call work period up to one week, rounded up to the nearest 15-minute increment.
- D. In any situation where an employee has been designated in writing in an "on call" status retroactive to July 1, 2022, the "on call" pay shall be calculated and paid at \$45.00 per day.
- E. Effective from the adoption by City Council of this Tentative Agreement, an employee called back to work onsite or in the City outside their normal working hours shall be paid a minimum of two (2) hour's compensation at the overtime rate starting from their arrival back to work. Call back is considered an employee's

unexpected return to work due to an unanticipated work requirement resulting from an order to report/return to work. A represented unit member shall be deemed to have been called back if the employee has been released by the Department Head as having completed the employee's assigned duties at the end of their work shift, and having left their work location. Call back shall not apply to situations where an employee is called in to start a work shift early or asked to stay after their normal shift ends.

ARTICLE IV — REIMBURSEMENTS

Section 1. Tuition Reimbursement. City shall reimburse represented employees for tuition fees up to a total tuition reimbursement of \$16,500 per fiscal year for all represented employees. Employee shall request approval from the City Manager prior to his or her enrollment in order to qualify for the reimbursement. Reimbursement shall be granted on a first-come, first-served basis, such that once the City has provided \$16,500 total to represented employees per fiscal year, no additional tuition expenses for any represented employee shall be eligible for reimbursement pursuant to this Agreement. Tuition reimbursement is subject to the following:

- A. An individual represented employee will be reimbursed for approved tuition up to seventy-five percent (75%) of tuition fees equal or equivalent to those of the then current California State University system per fiscal year. Excess tuition fees shall be paid by the employee. For example, for the 2020-2021 academic year, for 6.1+ units, the total academic year fees were \$5,742. This means that an individual employee enrolled in 6.1+ units would have been eligible for reimbursement up to seventy-five percent (75%) of \$5,742, or \$4306.50. For the 2020-2021 academic year, for 0-6.0 units, the total academic year fees were \$3,330. This means that an individual employee enrolled in 6.0 or fewer units would have been eligible for reimbursement up to seventy-five percent (75%) of \$3,330, or \$2,497.50.
- B. Educational programs must be job-related.
- C. Educational institutions must be an accredited two-year college or four-year college or university.
- D. Reimbursement must be requested within sixty (60) days after successful completion of the course and employee must receive a grade of "C" or better in that course.
- E. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 2. Professional Certification/Licensing Reimbursement. City shall reimburse represented employees for fees associated with the renewal of a professional certification or license related with their employment with the City of Bell. Some continuing education expenses may be reimbursed at the sole discretion of the City Manager. The employee must request an interview with the City Manager to obtain approval. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 3. Mileage Reimbursement. Subject to being superseded by a city-wide policy, the City shall reimburse represented employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties at the Internal Revenue Service (“IRS”) rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Section 4. Expense Reimbursements. Subject to being superseded by a City-wide policy, represented employees shall be entitled to reimbursement for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. This reimbursement category includes but is not limited to parking fees, cell phone calls, and reasonable personal property damage. The employee shall be responsible for providing proof of the expense in a form acceptable to the City in order to obtain reimbursement.

Section 5. Meal Allowances & Reimbursements. Subject to being superseded by a City-wide policy, represented employees shall be entitled to per diem following a Per Diem Schedule and under the following circumstances:

- A. Per Diem Schedule. Forty-five dollars (\$45) per twenty-four (24) hour period or prorated as follows: Breakfast-ten dollars (\$10), Lunch-fifteen dollars (\$15), Dinner-twenty dollars (\$20).
- B. Personnel on work assignments, or attending, meetings or training in excess of a twenty-five (25) mile radius beyond their normal work station, and which extends more than one (1) hour beyond their normal work hours or require lodging.
- C. Meeting or training assignments, which include a meal, will be reimbursed at the actual cost of the meeting or meal, not to exceed the prorated per diem schedule.
- D. Meal expenses other than listed in the two above may be considered for reimbursement (receipt required) at the discretion of the employee’s department head.

ARTICLE V — PROBATIONARY PERIOD

Section 1. Original Probationary Period. Classifications covered by this MOU shall be subject to an original twelve month (12) month probationary period upon date of appointment to a full-time position as provided by the Bell Civil Service Rules.

Section 2. Promotional Probationary Period. Classifications covered by this MOU shall be subject to a six (6) month probationary period instead of the twelve (12) month period provided by the Bell Civil Service Rules upon voluntary appointment to a promotional position defined as a position with a higher top step base salary than the position the employee is leaving. All other probationary provisions of the Bell Civil Service Rules shall continue to apply.

ARTICLE VI -RETIREMENT

Section 1. CalPERS EPMC Contribution. Prior to the adoption of this MOU, the City eliminated its payment of any employee member contributions to the California Public Employees' Retirement System ("CalPERS) known informally as the Employer Paid Member Contributions ("EPMC") as previously allowed under Government Code Section 20691. The California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code) (hereinafter "PEPRA") eliminated EPMC payments for all represented employees hired by the City on or after January 1, 2013 with those employees required to pay their full member contributions unless they were determined by CalPERS to be "classic members" when hired. Effective the first full pay period of July, 2014, the City eliminated EPMC entirely for all represented employees with all represented employees paying their full member contributions to CalPERS. Employees shall have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contributions in accordance with the provisions of Internal Revenue Code Section 414(h)(2).

Section 2. CalPERS Contract Provisions. The City's contract with CalPERS shall provide the following:

A. Tier One Miscellaneous Employees:

Any represented employee hired before January 1, 2013, or who is hired on or after January 1, 2013 *and* determined to be a "classic member" by CalPERS:

- (1) 2.7% @ 55 retirement plan for miscellaneous members;
- (2) Sick Leave Conversion;
- (3) Single Highest year compensation;
- (4) Military service credit.

B. Tier Two Miscellaneous Employees:

Any represented employee hired on or after January 1, 2013 and determined by CalPERS not to be a "classic member" as defined by CalPERS and as limited by PEPRA:

- (1) 2% @ 62 retirement plan for miscellaneous members;
- (2) Highest thirty-six (36) consecutive months compensation;
- (3) Sick Leave Conversion;
- (4) Military service credit.

C. Future Miscellaneous Employees:

City shall be authorized to adopt CalPERS contract amendments that provide for the following changes for new hires:

- (1) Cost of living adjustments limited to 2%;
- (2) Highest thirty-six (36) consecutive months compensation;
- (3) Elimination of Industrial Disability Retirement fifty percent (50%) FAC benefit option.

Section 3. Supplemental Retirement Plan. The City's Supplemental Retirement Plan has been closed to new hire participants since July 1, 2005 and has been the subject of a lawsuit. This Agreement shall not have any effect on the legal status of the Supplemental Retirement Plan.

ARTICLE VII — INSURANCE BENEFITS

Section 1. Medical, Dental and Vision Insurance.

A. Permanent full-time bargaining unit members, hired prior to September 30, 2005 shall be eligible to receive the following medical, dental and vision benefits:

- (1) The City shall pay monthly medical premiums for employee and his/her dependents in any City approved CalPERS Health Plan, up to the amount of the Kaiser Health Plan Premium. If the premiums of the plan selected by the employee exceed the Kaiser Plan, employee shall pay the difference between the enrolled plan and the Kaiser Premium. Employees that have selected the PERS Platinum Plan as of the date of ratification shall be grandfathered in that plan unless they change plans. This provision is not intended to create a vested right.
- (2) The City shall pay for the employee and his/her dependents in a City approved dental plan with deductible limits the same as was provided in 2011.
- (3) The City shall pay for vision coverage for employees and his/her dependents in a City approved plan.

B. Permanent, full-time bargaining unit members hired on or after October 1, 2005 are eligible to receive the following medical (1st of month after initial appointment), dental (1st of month following 60 days after appointment) and vision (1st of month following 60 days after appointment) benefits:

- (1) The City shall pay monthly medical premiums for employee and one (1) dependent in any City approved CalPERS Health Plan, up to the amount of the Kaiser Health Plan Premium. If the premiums of the plan selected by the employee exceed the Kaiser Plan, employee shall pay the difference

between the enrolled plan and the Kaiser Premium. Employees that have selected the PERS Platinum Plan as of the date of ratification shall be grandfathered in that plan at the employee (+1) level provided they do not change plans. This is not intended to create a vested right.

- (2) The City shall pay for the employee and one (1) dependent in a City approved dental plan with deductible limits the same as was provided in 2011.
- (3) The City shall pay for vision coverage for employee and one (1) dependent in a City approved plan.

C. Dual Coverage:

- (1) City employees and dependents shall receive the benefits stated in A & B above provided that they do not have dual insurance coverage through a non-City sponsored plan. In the event of dual coverage, the employee and his/her dependents shall become ineligible for the benefits listed above.
- (2) Represented employees who provide evidence of medical insurance coverage elsewhere, are eligible to "opt out" of medical insurance coverage.. Such employees shall receive \$500 per month in lieu of insurance coverage for all months that they have opted out. In order to maintain eligibility for "opt out" payments, employees electing to cancel City health insurance coverage for themselves and all eligible family members must have provided proof of other coverage. Additionally, the employee must have signed a document stating their desire to waive their City health insurance coverage, thereby also waiving any liability to the City for their decision to cease said coverage.

Section 2. Life Insurance. Upon passing probation, the City shall provide a life insurance policy in the amount of one hundred thousand dollars (\$100,000) for each represented employee.

Section 3. Retired Employee Insurance. Full-time represented employees who have terminated in good standing from the City after January 1, 1997, with not less than thirty (30) years of CalPERS service credit with the City, or full-time employees who were employed with the City on June 30, 2006 and who have twenty (20) years of CalPERS service credit as of June 30, 2006 and whose termination date is after July 1, 2006, shall be provided by the City the same medical, dental, vision and life insurance for them and their dependents as provided current employees hired prior to September 30, 2005 at no cost to the employee.

ARTICLE VIII -HOLIDAYS

Section 1. Non-Police Dispatch Personnel. Represented non-police dispatch employees will be entitled to a total of thirteen (13) holidays each fiscal year. This number includes two (2) discretionary holidays. In order to maximize the hours of service to the community, and allow a total of thirteen holidays each fiscal year, the City Council will set a holiday schedule that will establish the holidays to be observed by the City during the corresponding fiscal year and its

respective floating holidays, which shall total thirteen (13) days. Holidays may include the following:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day (Fourth of July)
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

Section 2. Police Dispatch Personnel. The parties recognize that a police department functions every day of the year, twenty-four hours per day, and does not close for holidays. Police dispatchers shall be compensated for the eleven (11) holidays identified in Section 1 above. Pursuant to the California Government Code, Section 20630, the City shall identify the pay period in which the compensation was earned; therefore, the City opts to pay and report holidays as earned. Each employee shall be paid an additional twenty (20) hours for each City-recognized holiday in the pay period where the holiday falls. Such additional compensation shall be paid separately and reported as special compensation. Furthermore, police dispatchers shall also accrue one (1) floating holiday per fiscal year, which shall be taken at the employee's discretion with the approval of their supervisor. Permission to take the floating holiday will not be unreasonably withheld. The floating holiday must be taken prior to the ending of the applicable fiscal year and may not be carried over to the following fiscal year.

ARTICLE IX — VACATION LEAVE

Section 1. Accrual. Represented employees are eligible to accrue vacation leave as follows:

Months of Service	Accrued Vacation Hours biweekly
Up to 48	3.6960
49 to 71	4.616
72 to 155	6.4640
156 to 239	8.3040
240 and more	9.8480

Employees in their initial probationary period shall not be eligible to use any accrued vacation leave unless specifically authorized by the City Manager. Vacation hours will be deducted from the accumulated vacation leave balance accordingly to the hours taken by the employee or the pertaining number of hours of the established shift. Vacation hours shall be earned and recorded to the employee's balance on a biweekly basis.

Employees are eligible to cash out up to 40 hours per year of vacation once per fiscal year. The vacation cash out hourly rate will include base salary plus bilingual pay, if applicable.

Section 2. Vacation Leave Accrual Employees Hired After July 1, 1998. Notwithstanding the Bell Civil Service Rules or any other City resolution, represented employees hired after July 1, 1998 shall not accrue or carry over from calendar year more than three-hundred sixty (360) hours. The parties have agreed that any amount of time for employees hired after July 1, 1998 that was mistakenly allowed to accrue in excess of three-hundred sixty (360) hours as of December 31, 2012 was set aside on a one-time basis in a separate leave bank and will be allowed to be used during employment like any other vacation leave bank and/or cashed out upon separation or earlier at the discretion of the City. However, the parties agree that no leave may be accrued over three-hundred sixty (360) hours as of December 31, 2012, unless approved by the City Council.

Section 3. Vacation Leave Accrual Employees Hired After July 1, 2000. Notwithstanding the Bell Civil Service Rules or any other City resolution, represented employees hired after July 1, 2000 shall not accrue or carry over from calendar year more than two-hundred eighty (280) hours. The parties have agreed that any amount of time for employees hired after July 1, 2000 that was mistakenly allowed to accrue in excess of two-hundred eighty (280) hours as of December 31, 2012 was set aside on a one-time basis in a separate leave bank and will be allowed to be used during employment like any other vacation leave bank and/or cashed out upon separation or earlier at the discretion of the City. However, the parties agree that no leave may be accrued over three-hundred sixty (360) hours as of December 31, 2012, unless approved by the City Council.

Section 4. COVID-19 Vacation Leave Bank. Due to unique vacation leave usage issues resulting from the COVID-19 pandemic and the local, state and federal declarations of emergency related to the same, the City created for BCEA employees a designated COVID-19 Vacation Leave Bank. When an employee reached the maximum vacation leave accrual cap of 280 hours, the employee was permitted to accrue additional vacation leave beyond 280 hours in the COVID-19

Vacation Leave Bank. Employees only had this option for vacation leave accrued over 280 hours from March 16, 2020 through December 31, 2020. After the end of the payroll period including December 31, 2020, an employee who had accrued more than 280 hours of vacation leave shall not accrue any new vacation leave until the employee's accrued leave is less than the applicable accrual cap pursuant to Section 2 and Section 3 of this Article IX. Additionally, employees shall be required to use vacation leave accrued in the COVID-19 Vacation Leave Bank prior to any regular vacation leave.

ARTICLE X — SICK LEAVE

Section 1. Sick Leave Accrual. Probationary employees shall accrue but not be eligible to use sick leave until after ninety (90) days of employment. Represented employees shall accrue sick leave as follows:

- A. Employees will accrue 0.0462 of one hundred percent (100%) sick leave hours resulting in a 3.6960 hour biweekly accrual while in employment with the City, or while on approved paid leave.
- B. During each five (5) year increment of regular employment, an employee will be entitled to seventy-five percent (75%) sick leave hours and fifty percent (50%) sick leave hours. At the end of each five-year increment, any unused 75% and 50% sick leave hours will expire and an employee will accrue the corresponding value of the next five-year increment. Accruals will be earned as follows:

Years of Service	75%	50%
0-5	112	112
5-10	224	336
10-15	448	616
15-20	448	896
20+	448	1,456

Section 2. Sick Leave Use. Represented employees shall use their 100% sick leave accrual first, their 75% sick leave accrual second, and their 50% sick leave accrual last. Employees may use up to 1/2 of their annual accrued sick leave to care for:

- a child, whether a biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands in loco parentis;

a parent, whether a biological parent, adoptive parent, foster parent, stepparent or legal guardian;

- a spouse;
- a registered domestic partner;

- a grandparent;
- a grandchild;
- a sibling) or
- designated person.

Section 3. Sick Leave Payout Upon Separation.

- A. For represented employees hired prior to June 30, 1998, they will be paid upon separation of service an amount equivalent to the remaining unused hours of 100% sick leave at the time of separation or at retirement from the City. All unused 100% sick leave may be credited toward CalPERS service credit.
- B. For represented employees hired after July 1, 1998, they will be paid upon separation of service an amount equivalent to the remaining unused hours of 100% sick leave up to 100 hours at the time of separation or at retirement from the City. All unused 100% sick leave may be credited toward CalPERS service credit.
- C. For represented employees hired after June 27, 2018, no accrued sick leave shall be paid upon separation of service. All unused 100% sick leave may be credited toward CalPERS service credit.

ARTICLE XI — OTHER LEAVES

Section 1. Paid Administrative Leave. Represented employees designated as FLSA exempt for purposes of overtime shall receive twenty (20) hours of paid administrative leave per fiscal year. The parties agree that the designation of employees as exempt shall be within the sole and exclusive discretion of the City.

Section 2. Leave Without Pay. Represented employees may be granted conditional leave without pay not to exceed one month upon written request of the employee and approval of the City Manager. The City Council may grant a conditional leave without pay not to exceed one (1) year.

Section 3. Unpaid Family Care Leave. Represented employees shall be granted state and/or federal family leave in accordance with applicable state and federal statutes and regulations.

Section 4. Pregnancy Disability Leave. Represented employees shall be granted state and/or federal medical leave in accordance with applicable state and federal statutes and regulations.

Section 5. Military Leave. Represented employees shall be granted state and/or federal military leave in accordance with applicable state and federal statutes and regulations.

Section 6. Bereavement Leave. Represented employees shall be entitled up to five (5) working days paid bereavement leave due to the death of the employee's spouse, parent, brother, sister, child, grandchild, grandparent, aunt, or uncle, or any person related in such capacity to the employee's spouse with approval from his or her department head.

Section 7. Personal Leave. Represented employees may use up to three (3) 100% sick leave days per fiscal year for personal business with their supervisor's prior approval.

ARTICLE XII — ASSOCIATION DUES AND DEDUCTIONS

The Association may request that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Association, from the wages and salaries of Association members. Association hereby certifies that Association has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Accordingly, Association membership dues shall be deducted each pay period in accordance with the City procedures and provisions of applicable law from the salary of each employee whose name is provided by the Association.

Remittance of the aggregate amount of all such monies shall be made by the City to the Association at the conclusion of each payroll period in which said dues were deducted. Any changes in Association dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll. Association will pay the costs incurred by the City in order to set up the employee's deductions.

The Association shall have a duty to defend and shall indemnify and hold harmless the City against any liability arising from a claim, demand, or other action relating to any Association requested deduction, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the Association's expense.

ARTICLE XIII — CITY RIGHTS

Section 1. Management Rights. It is understood and agreed that the City retains and is vested with, solely and exclusively, all of its inherent powers, authority, rights, prerogatives, and functions of management, except as expressly modified or restricted by a specific provision of this MOU, or by law, to direct, manage and control its operations to the full extent of the law. Said powers, authority, rights, prerogatives, and functions of management, except as expressly modified or restricted by a specific provision of this MOU or by law, include, but are not limited to, the exclusive rights to the following:

- A. To manage the City generally and to determine issues of policy.
- B. To determine the existence of facts, which are the basis of management decisions.
- C. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. To determine and/or establish methods of financing.
- F. To determine and change types of equipment or technology to be used.
- G. To determine and change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
- H. To direct the work of employees.
- I. 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 as permitted by law.
- J. To establish budget procedures and determine budgetary allocations.
- K. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- L. To determine and change the days and hours when employees shall work.
- M. To determine and change times of operation.
- N. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, not related to an employee's particular performance.
- O. To establish and modify productivity and performance programs and standards.
- P. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
- Q. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
- R. To determine job classifications and personnel by which government operations are to be conducted.
- S. To hire, transfer, promote, and demote employees for nondisciplinary reasons.
- T. To determine policies, procedures, and standards for selection, training, and promotion of employees.

- U. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- V. To maintain order and efficiency in City facilities and operations.
- W. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with this MOU or the Personnel Rules.
- X. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in this MOU.
- Y. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Exceptions. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code, which are incorporated herein by reference in this MOU. By agreeing to meet and confer with Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIV — NO STRIKE — NO LOCKOUT

Section 1. Association's Agreement. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, lockout or any other job action by withholding or refusing to perform services.

Section 2. City's Agreement. The City agrees that it shall not lockout its employees during the terms of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provision of this MOU or applicable ordinance or law.

Section 3. Disciplinary Action. Any employee, who participates in any conduct prohibited in Section 1 above, may be subject to disciplinary action up to and including discharge.

Section 4. Notification Of Violation. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Section 5. Hold Harmless. If the Association performs all of the responsibilities set forth in Section 4 above, its officers, agents, representatives, shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of Section 4 above.

ARTICLE XV — GRIEVANCES

Section 1. Grievance Representation. The Association is expressly authorized to represent any of its members in any grievance proceeding filed pursuant to the Bell Civil Service Rules or the Bell Police Department Policy Manual.

Section 2. Grievance Procedure. The parties agree that the grievance procedure outlined in the Bell Police Department Policy Manual shall govern all police department represented employees and shall be the exclusive grievance procedure for the matters subject to grievance as defined therein for those represented employees. The parties agree that for all other represented parties, the grievance procedure outlined in the Bell Civil Service Rules shall be followed except that the City Manager's decision shall be final with no right of appeal to the City Council.

ARTICLE XVI — DISCIPLINARY APPEALS

Section 1. Discipline Procedure. The parties agree that the discipline procedures outlined in the Bell Police Department Policy Manual shall govern all police department represented employees and shall be the exclusive disciplinary procedure and appeal process for such represented employees up through imposition of discipline by the Chief of Police. For all other employees, it shall be the procedure set forth in the Bell Civil Service Rules except that the appeal process therein shall be replaced with the following disciplinary appeal procedure.

Section 2. Disciplinary Appeals. The decision of the Chief of Police or any other department head may be appealed in writing within ten (10) calendar days of receipt of same pursuant to the City's Civil Service Rules and Regulations as adopted by City Council January 3, 1983 except that instead of appealing the decision to a personnel commission for final determination the appeal shall go to the City Manager who shall then refer the appeal out for a binding decision to be heard at his or her discretion by either an administrative law judge from the Office of Administrative Hearings or by an arbitrator selected by the parties from a panel from the State Mediation and Conciliation Service.

- A. If the hearing officer is from the Office of Administrative Hearings, then the assigned administrative law judge shall have jurisdiction to render a binding decision as provided for herein.
- B. If an arbitrator is used from the State Mediation and Conciliation Service, then the parties shall request a panel of seven (7) proposed arbitrators and select one person therefrom by striking names until one remains with the employee striking the first name. The selected arbitrator shall have jurisdiction to render a binding decision as provided for herein.

The hearing officer shall establish a time and place for the hearing. The City Clerk is authorized and empowered to issue all subpoenas necessary to effect discovery and/or to compel the attendance of witnesses at the hearing. All witnesses shall be entitled to witness fees to the same

extent as in a civil action in the superior court. The hearing shall not be public unless so requested to be so by the appellant employee. In any event, the hearing officer shall have the authority to exclude witnesses from the hearing.

At the time and place so established, the hearing officer shall proceed to conduct the hearing and to take and consider all relevant evidence. All testimony presented at the hearing shall be sworn testimony. However, the hearing need not be conducted according to technical rules relating to evidence and witnesses; nor shall the provisions of the Administrative Procedure Act be applicable thereto.

The City shall present its case first, including all relevant evidence to support the disciplinary action imposed and it shall have the burden of proving its contentions by a preponderance of the evidence. The City shall have the right to call the appellant employee as a witness at any time during the hearing and treat the appellant employee as a hostile witness for purposes of examination. Unless otherwise incapacitated, the appellant employee shall appear personally at the hearing. Failure of the appellant to appear at the hearing or to be represented shall be deemed a withdrawal of the appeal and a waiver of any further rights of hearing or review. All parties shall have the right to file with the hearing officer written legal arguments and to present oral arguments at the conclusion of the hearing.

The City shall pay all administrative costs of the hearing officer. The City shall obtain the services of a certified court reporter to record the hearing. The transcript of the proceedings shall be available to the appellant employee at no cost. Each party, however shall bear their own legal costs, including witness, exhibit and attorneys fees.

The decision of the hearing officer shall be final and conclusive. Any judicial review of such decision shall be governed by the provisions of Code of Civil Procedure section 1094.6.

ARTICLE XVII — EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Bell Civil Service Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE XVIII — EMPLOYEE DEFENSE AND INDEMNIFICATION

Represented employees are entitled to request that the City provide a defense of any civil action or proceeding brought against them, in their official or individual capacity or both, on account of an act or omission in the scope of their employment as an employee of the City pursuant to Government Code Sections 995-996.6. Employees should become familiar with these sections and their rights thereunder. The City shall not afford represented employees any additional defense or indemnity rights or protections other than required by statute or law.

ARTICLE XIX — NEPOTISM POLICY

Section 1. Effective Date. A City nepotism policy was implemented effective July 1, 2005. Such policy shall not apply to full-time employees hired prior to that effective date.

Section 2. The Policy. The nepotism policy is described as follows:

- A. No employee shall be appointed or promoted to a position in any department in which such employee's relative already holds a position, when such employment would result in any of the following:
 - (1) A supervisor-subordinate relationship;
 - (2) The employees' job duties will require performance of shared duties on the same or related work assignment;
 - (3) Both employees will have the same immediate supervisor.
- B. For purposes of this section, "relative" shall mean spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- C. If a City employee marries another person employed by the City of Bell within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.
- D. The City also retains the right to refuse to place both relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflict of interest.
- E. Where the circumstances mandate that two relatives shall not work together, the Personnel Department will attempt to transfer one relative to a similar position in another City department. Although the City will attempt to give consideration to the wishes of the involved parties as to which relative is to be transferred, the controlling factor in determining which relative is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.
- F. If continuing employment of two relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one relative from City employment. Absent resignation by one affected relative, the less senior of the involved relatives will be

subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

ARTICLE XX — SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE XXI — INTEGRATION, MODIFICATION & WAIVER

Section 1. Integration. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and all other prior or existing understandings and agreements by the parties, whether formal or informal, oral or written, regarding the matters covered herein are hereby superseded.

Section 2. Modification. Except as specifically agreed to in this MOU, if during the term of this MOU a new matter or subject within the scope of representation arises that is not contained in this MOU, either party may give the other written notice of a proposed action, and the parties shall agree to meet and confer in good faith to address the matter or subject. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer over any matter within the scope of representation during the term of this MOU. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any way be binding upon the parties hereto unless made and executed in writing by authorized representatives of both the City and the Association.

Section 3. Waiver. Nothing in this MOU is intended to waive any statutory right nor any statutory obligation of either party under any law including, but not limited to, Sections 3500-3511 of the California Government Code, except those rights and obligations that have been expressly modified or restricted by a specific provision of this MOU. Either party's failure to exercise any powers, authority, right, prerogative, or function hereby reserved to it; the exercise of any such power, authority, right, prerogative, or function in a particular way; or the election to meet and confer over any such power, authority, right, prerogative, or function hereby reserved to it, shall not be considered a waiver of that party's right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

ARTICLE XXII — REOPENERS

The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws. The parties also agree to reopen the contract for purposes of updating Title 2 of the Bell Municipal Code, the City's Employer-Employee Organization Relations Resolution, the City's Civil Service Rules and Regulations, and the Bell Police Department Policy Manual.

ARTICLE XXIII — TERM OF THIS MOU

The term of this MOU shall be in full-force and in effect from July 1, 2024 through and including June 30, 2027.

ARTICLE XXIV — RATIFICATION AND EXECUTION

The representatives of the City and of the Association have jointly prepared this Agreement, which has been ratified by the Association and is jointly presented to City Council of the City of Bell for determination along with the parties' Tentative Agreement pursuant to Government Code section 3505.1. The parties acknowledge that this Agreement shall not be in full force and effect until adopted by resolution by the City Council of the City of Bell.

Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Bell City Employee's Association and entered into as of this 24th day of April, 2023.

CITY OF BELL

BELL CITY EMPLOYEES ASSOCIATION

BY: _____
Michael L. Antwine II
City Manager

BY: _____
Angela Ruiz
President

BY: _____
Sergio Ibarra
Human Resources and Risk Manager

BY: _____
Alberto Rea
Vice President

BY: _____
Jonathan V. Holtzman.
Lead Negotiator
Renne Public Law Group

BY: _____
Jamie Wong
Secretary

BY: _____
Norma Gamez
Treasurer

BY: _____
Sandra Bojado
Board Member

BY: _____
Alvin Tumala
Board Member

ATTACHMENT "A"

CONFIDENTIAL UNIT

1. Account Clerk (Payroll)
2. Administrative Specialist
3. Assistant City Clerk
4. Executive Assistant (City Manager's Office)
5. Management Analyst (City Manager's Office)
6. Senior Human Resource Analyst
7. Senior Management Analyst (City Manager's Office)

PROFESSIONAL UNIT

1. Property and Evidence Specialist
2. Management Analyst
3. Police Records Supervisor
4. Office Coordinator
5. Senior Accountant
6. Accountant
7. Senior Management Analyst

MISCELLANEOUS UNIT

1. Accounting Assistant I
2. Accounting Assistant II
3. Account Clerk
4. Accounting Specialist
5. Assistant Planner
6. Associate Planner
7. Business License Officer
8. Code Enforcement Officer
9. Code Enforcement Supervisor
10. Community Services Technician
11. Dispatcher
12. Economic Development Specialist
13. Filing Officer
14. Housing Coordinator
15. Housing Rehabilitation Technician
16. Housing Specialist
17. Maintenance Worker I
18. Maintenance Worker II
19. Office Assistant
20. Parking Enforcement Officer
21. Permit Technician
22. Police Records Specialist
23. Police Records Supervisor

24. Property and Evidence Specialist
25. Public Works Field Supervisor
26. Recreation Programmer
27. Recreation Supervisor
28. Senior Code Enforcement Officer
29. Senior Economic Development Specialist
30. Senior Parking Enforcement Officer
31. Senior Recreation Supervisor

ATTACHMENT "B" – To be provided later