

RESOLUTION NO. 2018-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JUNE 27, 2018 THROUGH JUNE 30, 2020

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 December 31, 2017; 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 June 27, 2018 through June 30, 2020 ("Tentative Agreement"); and

WHEREAS, on June 27, 2018, the City Council approved Resolution 2018-44, which adopted the Tentative Agreement; and

WHEREAS, pursuant to Government Code Section 3505.1, upon the City's adoption of a tentative agreement, the City and the Association must jointly prepare a written memorandum of understanding; and

WHEREAS, the City's and the Association's authorized representatives have jointly prepared and executed the attached successor Memorandum of Understanding between the City of Bell and the Association for the period of June 27, 2018 through June 30, 2020 ("BCEA MOU 2018-2020"), subject to City Council acceptance and approval; and

WHEREAS, the City Council now desires to approve the BCEA MOU 2018-2020.

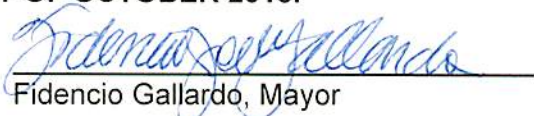
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

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

SECTION 2. The City Council hereby approves the BCEA MOU 2018-2020, 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 24th DAY OF OCTOBER 2018.


Fidencio Gallardo, 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 is the original resolution adopted by the Bell City Council at its regular meeting held on the 24th day of October, 2018, by the following vote:

AYES: Councilmembers Romero, Saleh, Valencia, and Mayor Gallardo

NOES: None

ABSENT: Vice-Mayor Quintana

ABSTAIN: None


Angela Bustamante, City Clerk

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL
CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JUNE 27, 2018 THROUGH JUNE
30, 2020

[ON FOLLOWING PAGES]

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL CITY EMPLOYEES ASSOCIATION

June 27, 2018 — June 30, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I — RECOGNITION	1
Section 1. Parties.....	1
Section 2. Association Membership	1
Section 3. Association Representative Release Time.....	1
Section 4. AB 119.....	1
ARTICLE II — NONDISCRIMINATION	2
ARTICLE III — SALARIES/COMPENSATION	2
Section 1. Base Salaries	2
Section 2. Bilingual Pay.....	2
Section 3. Shift Differential Pay for Dispatchers	3
Section 4. Extra Training Duties Pay for Dispatchers	3
Section 5. Additional Duties Pay	3
Section 6. Court Pay	3
Section 7. Uniform Allowance Pay.....	4
Section 8. Jury Duty	4
Section 9. Overtime Pay	4
Section 10. Compensatory Time.....	4
Section 11. Acting Pay	5
Section 12. Work Schedules.....	5
Section 13. Step Increases	5
Section 14. Payroll Periods, Dates & Deductions	6
Section 15. Deferred Compensation Plans	6
ARTICLE IV — REIMBURSEMENTS	6
Section 1. Tuition Reimbursement.....	6
Section 2. Professional Certification/Licensing Reimbursement.....	7
Section 3. Mileage Reimbursement.....	7
Section 4. Expense Reimbursements	7
Section 5. Meal Allowances & Reimbursements	7
ARTICLE V — PROBATIONARY PERIOD	7
Section 1. Original Probationary Period.....	7

Section 2. Promotional Probationary Period	8
ARTICLE VI -RETIREMENT	8
Section 1. CalPERS EPMC Contribution	8
Section 2. CalPERS Contract Provisions	8
Section 3. Supplemental Retirement Plan	9
ARTICLE VII — INSURANCE BENEFITS	9
Section 1. Medical, Dental and Vision Insurance	9
Section 2. Life Insurance	10
Section 3. Retired Employee Insurance	10
ARTICLE VIII -HOLIDAYS	10
Section 1. Non-Police Dispatch Personnel	10
Section 2. Police Dispatch Personnel	11
ARTICLE IX — VACATION LEAVE	11
Section 1. Accrual	11
Section 2. Vacation Leave Accrual Employees Hired After July 1, 1998	12
Section 3. Vacation Leave Accrual Employees Hired After July 1, 2000	12
ARTICLE X — SICK LEAVE	12
Section 1. Sick Leave Accrual	12
Section 2. Sick Leave Use	13
Section 3. Sick Leave Payout Upon Separation	13
ARTICLE XI — OTHER LEAVES	13
Section 1. Paid Administrative Leave	13
Section 2. Leave Without Pay	13
Section 3. Unpaid Family Care Leave	13
Section 4. Pregnancy Disability Leave	13
Section 5. Military Leave	13
Section 6. Bereavement Leave	13
Section 7. Personal Leave	14
ARTICLE XII — AGENCY SHOP	14
Section 1. Agency Shop Defined	Error! Bookmark not defined.
Section 2. Conscientious Objectors	Error! Bookmark not defined.
Section 3. Financial Records	Error! Bookmark not defined.
Section 4. Dues Deduction Forms	Error! Bookmark not defined.

Section 5. Indemnification	Error! Bookmark not defined.
ARTICLE XIII — CITY RIGHTS	14
Section 1. Management Rights	14
Section 2. Exceptions	16
ARTICLE XIV — NO STRIKE — NO LOCKOUT	16
Section 1. Association’s Agreement	16
Section 2. City’s Agreement	16
Section 3. Disciplinary Action	16
Section 4. Notification Of Violation	16
Section 5. Hold Harmless	16
ARTICLE XV — GRIEVANCES.....	17
Section 1. Grievance Representation	17
Section 2. Grievance Procedure	17
ARTICLE XVI — DISCIPLINARY APPEALS	17
Section 1. Discipline Procedure.....	17
Section 2. Disciplinary Appeals.....	17
ARTICLE XVII — EMERGENCY WAIVER PROVISION	18
ARTICLE XVIII — EMPLOYEE DEFENSE AND INDEMNIFICATION	18
ARTICLE XIX — NEPOTISM POLICY	18
Section 1. Effective Date	18
Section 2. The Policy	19
ARTICLE XX — SEVERABILITY PROVISION.....	20
ARTICLE XXI — INTEGRATION, MODIFICATION & WAIVER.....	20
Section 1. Integration	20
Section 2. Modification.....	20
Section 3. Waiver	20
ARTICLE XXII — REOPENERS	20
ARTICLE XXIII — TERM OF THIS MOU	21

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL CITY EMPLOYEES ASSOCIATION

June 27, 2018 — June 30, 2020

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 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. Effective July 1, 2018, all Association represented employees received a three percent (3%) base salary increase to their existing pay ranges as reflected in Attachment "B" hereto. The increased salaries were reflected in the payroll date of July 13, 2018. Effective July 1, 2019, all Association represented employees shall receive an additional three percent (3%) base salary increase to their existing pay ranges as reflected in Attachment "C" hereto. No other salary equity adjustments shall be made except as expressly provided for in this MOU. Base salary shall constitute the salaries listed in Attachments "B" and "C" 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.

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.

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 Coordinator, and Office Assistant 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 Coordinator, and Office Assistant 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.

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 2018-2019 academic year, for 6.1+ units, the total academic year fees are \$5,742. This means that an individual employee enrolled in 6.1+ units would be eligible for reimbursement up to seventy-five percent (75%) of \$5,742, or \$4306.50. For the 2018-2019 academic year, for 0-6.0 units, the total academic year fees are \$3,330. This means that an individual employee enrolled in 6.0 or fewer units would be 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 successor 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, *except* PERSCare;

(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, *except* PERSCare;

- (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, prior to June 27, 2018, elected to "opt out" of medical insurance coverage and who provide evidence of medical insurance coverage elsewhere, shall continue to be eligible to 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. Employees hired after June 27, 2018 or who are not receiving "opt out" payments as of June 27, 2018 shall not be eligible for "opt out" payments as described in this section. In the event an employee receiving "opt out" payments as of June 27, 2018 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.

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 one (1) discretionary holiday. 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
California Admission 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 twelve (12) 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 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. 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.

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.

ARTICLE X — SICK LEAVE

Section 1. Sick Leave Accrual. Represented employees shall accrue but not be eligible to use sick leave until after completing the twelve (12) month original probationary period of full-time employment 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:

<u>Years of Service</u>	<u>75%</u>	<u>50%</u>
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. Three (3) 100% sick leave days may be used each fiscal year for severe illness in the employee's immediate family.

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 three (3) 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. The parties further agree to reopen negotiations for the purposes of meeting and conferring as follows:

- A. Equity Adjustments. The parties agree to reopen negotiations for the purposes of reviewing the six (6) classifications in terms of pay, classification title and classification specification expressly identified as, and limited to, the following: Administrative Specialist, Code Enforcement Officer, Office Assistant, Police Dispatcher, Recreation Coordinator and Recreation Supervisor.

- B. Designated Holidays. The parties agree to reopen negotiations for the purposes of meeting and conferring over Article VIII – Holidays, specifically regarding the addition of Cesar Chavez Day beginning in 2019 and removing California Admission Day and Columbus Day from the list of enumerated holidays. Such negotiations would not include the number of observed holidays plus floating holidays, would continue to total 13 days.

ARTICLE XXIII — TERM OF THIS MOU

The term of this MOU shall be in full-force and in effect upon City Council adoption from June 27, 2018 through and including June 30, 2020, with successor MOU negotiations commencing no later than March 1, 2020.

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 14th day of October, 2018.

CITY OF BELL

BY: Paul J. Phillips
Paul Phillips
Interim City Manager

BY: Sergio Ibarra
Sergio Ibarra
Human Resources and Risk Manager

BY: Colin J. Tanner
Colin J. Tanner, Esq.
Lead Negotiator/Deputy City Attorney

BELL CITY EMPLOYEES ASSOCIATION

BY: Angela Ruiz
Angela Ruiz
President

BY: Connie Hurtado
Connie Hurtado
Vice President

BY: Ananca Larios
Ananca Larios
Secretary

BY: Norma Gamez
Norma Gamez
Treasurer

ATTACHMENT "A"

CONFIDENTIAL UNIT

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

PROFESSIONAL UNIT

1. Management Analyst
2. Office Coordinator
3. Senior Accountant
4. Senior Management Analyst

MISCELLANEOUS UNIT

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

ATTACHMENT "B"

Classification Positions & Salary Ranges effective July 1, 2018 (reflecting 3% increase)

	Step A	Step B	Step C	Step D	Step E
Accounting Assistant I	3,330.47	3,496.99	3,671.85	3,855.44	4,048.22
Accounting Assistant II	3,586.67	3,766.00	3,954.30	4,152.01	4,359.62
Account Clerk	3,238.16	3,400.16	3,570.06	3,748.56	3,936.01
Accounting Specialist	4,280.02	4,494.02	4,718.72	4,954.66	5,202.39
Administrative Specialist	4,280.02	4,494.02	4,718.72	4,954.66	5,202.39
Assistant City Clerk	4,691.71	4,926.28	5,172.61	5,431.24	5,702.80
Assistant Planner	5,138.74	5,395.62	5,665.40	5,948.85	6,235.98
Associate Planner	5,565.61	5,845.27	6,137.53	6,459.76	6,782.75
Business License Officer	2,797.32	2,937.18	3,084.04	3,238.25	3,400.14
Code Enforcement Officer	3,692.82	3,877.48	4,071.34	4,274.89	4,488.65
Code Enforcement Supervisor	5,875.74	6,169.19	6,477.36	6,801.23	7,141.29
Community Services Technician	4,026.34	4,227.65	4,439.05	4,661.00	4,894.05
Dispatcher	4,199.44	4,409.42	4,629.89	4,861.38	5,104.45
Filing Officer	3,330.47	3,496.99	3,671.85	3,855.44	4,048.22
Housing Coordinator	3,586.67	3,766.00	3,954.30	4,152.02	4,359.62
Housing Rehabilitation Technician	4,729.12	4,965.57	5,213.84	5,474.54	5,748.27
Housing Specialist	5,596.95	5,876.80	6,170.62	6,479.15	6,803.12
Management Analyst	4,691.71	4,926.29	5,172.61	5,431.24	5,702.80
Maintenance Worker I	3,436.08	3,608.09	3,788.34	3,977.86	4,176.65
Maintenance Worker II	3,611.18	3,791.43	3,980.95	4,179.74	4,388.83
Office Assistant	2,677.29	2,811.17	2,951.73	3,099.31	3,254.27
Office Coordinator	4,085.21	4,289.46	4,503.92	4,729.14	4,965.59
Parking Enforcement Officer	3,692.82	3,877.48	4,071.34	4,274.89	4,488.65
Permit Technician	4,026.34	4,227.65	4,439.05	4,661.00	4,894.05
Police Records Supervisor	5,395.46	5,665.24	5,948.50	6,245.92	6,558.22
Police Records Specialist	3,586.67	3,766.00	3,954.30	4,152.01	4,359.62
Property and Evidence Specialist	4,199.44	4,409.42	4,629.89	4,861.38	5,104.45
Recreation Programmer	3,586.67	3,766.00	3,954.30	4,152.01	4,359.62
Recreation Supervisor	4,274.46	4,488.18	4,712.59	4,948.21	5,195.63
Senior Accountant	6,733.65	7,070.33	7,423.85	7,795.04	8,184.79
Senior Code Enforcement Officer	5,445.77	5,718.06	6,003.96	6,304.16	6,619.37
Senior Human Resource Analyst	5,395.46	5,665.24	5,948.50	6,245.92	6,558.22
Senior Management Analyst	5,395.46	5,665.24	5,948.50	6,245.92	6,558.22
Senior Parking Enforcement Officer	5,445.77	5,718.06	6,003.96	6,304.16	6,619.37
Senior Recreation Supervisor	5,596.95	5,876.80	6,170.62	6,479.15	6,803.12

ATTACHMENT "C"

Classification Positions & Salary Ranges effective July 1, 2019 (reflecting 3% increase)

	Step A	Step B	Step C	Step D	Step E
Accounting Assistant I	3,430.39	3,601.90	3,782.00	3,971.11	4,169.66
Accounting Assistant II	3,694.27	3,878.98	4,072.93	4,276.57	4,490.41
Account Clerk	3,335.30	3,502.06	3,677.17	3,861.02	4,054.07
Accounting Specialist	4,408.42	4,628.84	4,860.28	5,103.30	5,358.46
Administrative Specialist	4,408.42	4,628.84	4,860.28	5,103.30	5,358.65
Assistant City Clerk	4,832.46	5,074.07	5,327.79	5,594.18	5,873.89
Assistant Planner	5,292.90	5,557.49	5,835.36	6,127.31	6,423.06
Associate Planner	5,732.57	6,020.63	6,321.66	6,653.55	6,986.23
Business License Officer	2,881.23	3,025.29	3,176.56	3,335.40	3,502.17
Code Enforcement Officer	3,803.60	3,993.80	4,193.48	4,403.14	4,623.31
Code Enforcement Supervisor	6,052.01	6,354.26	6,671.68	7,005.27	7,355.53
Community Services Technician	4,147.13	4,354.47	4,572.22	4,800.83	5,040.87
Dispatcher	4,325.43	4,541.70	4,768.79	5,007.22	5,257.58
Filing Officer	3,430.38	3,601.90	3,782.00	3,971.11	4,169.66
Housing Coordinator	3,694.27	3,878.98	4,072.93	4,276.57	4,490.41
Housing Rehabilitation Technician	4,871.00	5,114.54	5,370.25	5,638.78	5,920.71
Housing Specialist	5,764.86	6,053.10	6,355.74	6,673.53	7,007.21
Management Analyst	4,832.46	5,074.07	5,327.79	5,594.18	5,873.89
Maintenance Worker I	3,539.16	3,716.33	3,901.99	4,097.20	4,301.95
Maintenance Worker II	3,719.52	3,905.17	4,100.38	4,305.13	4,520.49
Office Assistant	2,757.61	2,895.50	3,040.28	3,192.29	3,351.90
Office Coordinator	4,207.76	4,418.14	4,639.04	4,871.02	5,114.56
Parking Enforcement Officer	3,803.60	3,993.80	4,193.48	4,403.14	4,623.30
Permit Technician	4,147.13	4,354.49	4,572.21	4,800.82	5,040.87
Police Records Supervisor	5,557.32	5,835.19	6,126.95	6,433.30	6,754.96
Police Records Specialist	3,694.27	3,878.98	4,072.93	4,276.57	4,490.41
Property and Evidence Specialist	4,325.43	4,514.70	4,768.79	5,007.23	5,257.59
Recreation Programmer	3,694.27	3,878.98	4,072.93	4,276.57	4,490.41
Recreation Supervisor	4,402.69	4,622.83	4,853.97	5,096.66	5,351.50
Senior Accountant	6,935.65	7,282.44	7,646.56	8,028.89	8,430.34
Senior Code Enforcement Officer	5,609.14	5,889.60	6,184.08	6,493.28	6,817.95
Senior Human Resource Analyst	5,557.32	5,835.19	6,126.95	6,433.30	6,754.96
Senior Management Analyst	5,557.32	5,835.19	6,126.95	6,433.30	6,754.96
Senior Parking Enforcement Officer	5,609.14	5,889.60	6,184.08	6,493.28	6,817.95
Senior Recreation Supervisor	5,764.86	6,053.10	6,355.74	6,673.53	7,007.21