

RESOLUTION NO. 2021-34

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, 2020 THROUGH JUNE 30, 2021

**WHEREAS**, the prior Memorandum of Understanding between the City of Bell ("City") and its safety employees expired on June 30, 2020; 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 Bell Police Officers Association's ("BPOA") authorized representatives met and conferred in good faith to establish the terms of a successor Memorandum of Understanding between the City and the represented safety unit employees; 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 BPOA for the period of July 1, 2020 through June 30, 2021; approved by the City Council on April 28, 2021, adopted as Resolution 2021-15; 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 BPOA for the period of July 1, 2020 through June 30, 2021.

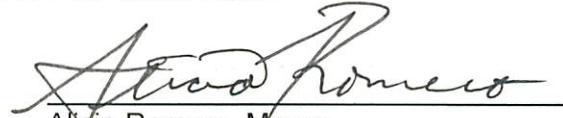
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**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 2020-2021, 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 23<sup>rd</sup> DAY OF JUNE 2021.**

  
Alicia Romero, 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 23<sup>rd</sup> day of June 2021, by the following vote:

AYES: Councilmembers Arroyo, Gallardo, Saleh, Vice-Mayor Quintana and Mayor Romero

NOES: None

ABSENT: None

ABSTAIN: None



Angela Bustamante, City Clerk

**EXHIBIT "A"**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL  
POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE

30, 2021

**[ON FOLLOWING PAGES]**

MEMORANDUM OF UNDERSTANDING  
Between the  
CITY OF BELL  
And the  
BELL POLICE OFFICERS' ASSOCIATION  
July 1, 2020 — June 30, 2021

**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. 87-46), 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, effective following the date that City Council approved the tentative agreement for this Memorandum of Understanding (hereinafter "MOU" or "Agreement"), i.e. September 12, 2018, 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 MOU, "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 as shown below, which became effective July 1, 2019. 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.

### **Base salaries effective July 1, 2019**

	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<b>Police Officer</b>	5,836.89	6,128.74	6,435.17	6,756.93	7,094.78
<b>Police Sergeant</b>	6,886.99	7,231.34	7,592.91	7,972.55	8,371.18

**Section 2. Special Assignment Pay.** Pursuant to the Department Lateral Movement Policy, K-9 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 3. 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 4. 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 5. 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 6. 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 7. 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 1/2) 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 1/2) hours for each hour of overtime.

**Section 8. 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 9. 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 10. 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 11. 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*

- 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 \$425 per month as educational pay.
- Each represented employee, who has obtained an advanced POST certificate, shall receive \$675 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 \$850 per month as educational pay.
- Each represented employee, who has obtained a Master of Arts (MA) degree or Master of Science (MS) degree in any field by an Accredited Educational Institution, shall receive \$1,000 per month as educational pay..

**Section 12. 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 13. 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 14. 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 15. 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 16. 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.

*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:

<b>Months of Service</b>	<b>Accrued Vacation Hours per hour</b>	<b>Accrued Vacation Hours biweekly</b>
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 reached the maximum vacation leave accrual cap of 360 hours, the employee was permitted to accrue additional vacation leave beyond 360 hours in the COVID-19 Vacation Leave Bank. Employees only had this option for vacation leave accrued over 360 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 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.

## **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
More than 25 years	56	252

**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 1. 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 2. 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 to negotiations regarding and to continue to work on a compromise updated Vacation Request Form policy outside the MOU, which resolution thereof may be memorialized by Side Letter Agreement or the City's impasse procedures.

#### **ARTICLE XXIII. TERM OF THIS MOU**

The term of this MOU shall be in full-force and in effect from July 1, 2020 through and including June 30, 2021.

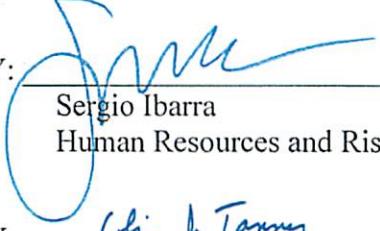
#### **ARTICLE XXIV. RATIFICATION AND EXECUTION**

The representatives of the City and of the Association have jointly prepared this Agreement, which has been ratified by the Association on \_\_\_\_\_, 2021 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 June, 2021.

CITY OF BELL

BY: 

Paul Philips  
Interim City Manager

BY: 

Sergio Ibarra  
Human Resources and Risk Manager

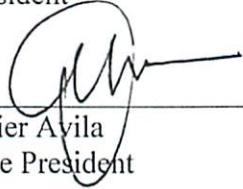
BY: 

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

BELL POLICE OFFICERS' ASSOCIATION

BY: 

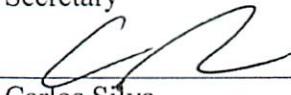
Antonio Lopez  
President

BY: 

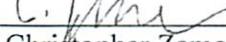
Javier Avila  
Vice President

BY: 

Rodrigo Rodarte  
Secretary

BY: 

Carlos Silva  
Treasurer

BY: 

Christopher Zamora  
Sergeant of Arms