RESOLUTION NO. 2018-44


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 January 1, 2018 through June 30, 2020; and

WHEREAS, the City and the Association have tentatively agreed that represented employees will receive a 3% base salary increase effective July 1, 2018 and another 3% base salary increase effective July 1, 2019; and

WHEREAS, the Association ratified the tentative agreement on June 20, 2018 by a vote of its membership and the Association representatives have executed the attached formal written Tentative Agreement between the City and the Association for the period of January 1, 2018 through June 30, 2020; and

WHEREAS, pursuant to Government Code Section 3505.1, upon reaching a tentative agreement between the City’s and the Association’s authorized representatives, the City Council of the City must vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting; and

WHEREAS, pursuant to Government Code Section 3505.1, if the City Council adopts the tentative agreement between the parties, then the parties shall jointly prepare a written memorandum of understanding, which would be brought back to the City Council at a later date for approval; and

WHEREAS, the City Council now desires to accept, approve and adopt the Tentative Agreement for a successor memorandum of understanding between the City of Bell and the Association for the period of January 1, 2018 through June 30, 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 accepts, approves and adopts the Tentative Agreement reached between the representatives of the City and the Association regarding the terms of the BCEA MOU 2018-2020, which Tentative Agreement is attached hereto as Exhibit “A”. Staff is directed to prepare a successor Memorandum of Understanding between the City of Bell and the Association for the period of January 1, 2018 through June 30, 2020.

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

PASSED, APPROVED AND ADOPTED THIS 27TH DAY OF JUNE, 2018.

Fidencio Joel Gallardo, Mayor

APPROVED AS TO-FORM:

David J. Aleshrie, 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 27th day of June, 2018, by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

Angela Bustamante, City Clerk
EXHIBIT “A”

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2018 THROUGH JUNE 30, 2020

[ON FOLLOWING PAGE]
TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between
The City of Bell and
The Bell City Employees Association

The previous Memorandum of Understanding ("MOU") between the City of Bell ("City") and the Bell City Employees Association ("Association" or "BCEA") representing the Miscellaneous Unit, Professional Unit and Confidential Unit expired on December 31, 2017 ("BCEA MOU 2017"). (Attachment 1) The City and Association representatives began meeting in April 2018 regarding a successor MOU. The parties reached an oral tentative agreement on the terms for a successor MOU, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties’ labor representatives. This Tentative Agreement was ratified by the Association on June 22, 2018. This Tentative Agreement shall not become effective until accepted, approved, and adopted by the City of Bell City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

All terms and conditions of the prior BCEA MOU 2017 shall be maintained unless expressly modified or changed herein until the successor BCEA MOU is accepted, approved and adopted by City Council.

1. Parties. Article I, Section 1 of the BCEA MOU 2017 is hereby modified to provide that represented employees assigned to work in the City Manager’s office may be designated “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.
2. **Association Access to New Employee Orientations and Information.** The parties hereby add new Section 4, Article I, to the BCEA MOU 2017 and successor MOU as follows:

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 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).

3. **Base Salaries.** Article III, Section 1 of the BCEA MOU 2017 is hereby modified to include the following additional compensation changes:

   A. Effective July 1, 2018, all represented employees still employed by the City at the time of said payroll payment shall receive a 3% base salary increase to their existing pay ranges as reflected in the updated salary table provided herewith as Attachment 2. The increased salaries shall be reflected in the payroll period pay date of July 13, 2018.

   B. Effective July 1, 2019, all represented employees still employed by the City as of that date shall receive a 3% base salary increase to their existing pay ranges as reflected in the updated salary table provided herewith as Attachment 3.

4. **Training Program Pay for Dispatchers.** Article III, Section 4 of the BCEA MOU 2017 is hereby deleted in its entirety effective upon City Council adoption of this Tentative Agreement.
5. **Compensatory Time.** A new Article III, Section 11 is added to the BCEA MOU 2017 effective upon City Council adoption of this Tentative Agreement. This new Section provides compensatory time instead of cash payment for overtime hours and keeping but renumbering the remaining Sections of this Article accordingly unless otherwise addressed herein. For non-exempt employees, the City may 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 subject to the federally mandated cap of 240 hours. The parties shall incorporate the new Administrative Rules language in the successor MOU addressing comp time accrual and use as required under federal law.

6. **Tuition Reimbursement.** Article IV, Section 1 of the BCEA MOU 2017 is hereby modified as follows effective upon City Council adoption of this Tentative Agreement. The parties shall add clarifying language to the successor MOU without changing current practice to be clear that City covers 100% of approved tuition up to the cap of 75% CSU published fees for that school year and subject to the total $16,500 cap for all BCEA represented employees.

7. **Insurance Benefits-Dual Coverage.** Article VII, Section 1C(2) of the BCEA MOU 2017 is hereby modified as follows effective upon City Council adoption of this Tentative Agreement. The $500 per month “opt out” payment for medical insurance coverage elsewhere is eliminated for all new participants, including employees hired after City Council adoption of this Tentative Agreement and existing employees who were not previously opting out at time of City Council adoption of this Tentative Agreement.

8. **Sick Leave Payout Upon Separation.** Article X, Section 3 of the BCEA MOU 2017 is hereby modified as follows. Sick leave payout upon separation is eliminated for new employees hired on or after City Council adoption of this Tentative Agreement.

9. **Reopeners.** Article XXII of the BCEA MOU 2017 is hereby modified 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. For purposes of the successor MOU, the previous opener language on the identified six (6) classifications for review shall be deleted.

   B. **Designated Holidays.** The parties agree to reopen negotiations for the purposes of meeting and conferring over Article VIII – Holidays. The City proposes that the successor MOU reflect the adopted holidays for 2018/19 and that the Association consider adding Cesar Chavez Day for 2019 and delete California Admission Day and Columbus Day from list but keep 13 observed days with remaining days being floating holidays.
C. **Due Deduction.** The parties agree to reopen negotiations for the purposes of meeting and conferring over a dues deduction provision separate from the existing Agency Shop provision in Article VII of the BCEA MOU 2017.

D. **Maintenance of Membership.** The parties agree to reopen negotiations for the purposes of meeting and conferring over a new Maintenance of Membership provision to replace Agency Shop, if Agency Shop is overturned in the pending US Supreme Court Janus decision.

10. **Term.** The term of this Tentative Agreement and the proposed successor MOU (Article XXIII) shall be effective upon City Council adoption of this Tentative Agreement through and including June 30, 2020, with successor MOU negotiations commencing no later than March 1, 2020.

Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Bell City Employees Association and entered into as of this 13th day of June, 2018.

CITY OF BELL

BY: ____________________________
Howard W. Brown, Jr.
City Manager

BY: ____________________________
Sergio Ibarra
Human Resources and Risk Manager

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

BELL CITY EMPLOYEES ASSOCIATION

BY: ____________________________
Angela Ruiz
President

BY: ____________________________
Connie Hurtado
Vice President

BY: ____________________________
Anaesa Larios
Secretary

BY: ____________________________
Norma Gamez
Treasurer