RESOLUTION NO. 2018-64


WHEREAS, the prior Memorandum of Understanding between the City of Bell ("City") and the Bell Police Officers Association's ("BPOA"), as the recognized employee organization representing certain of the City’s safety employees, expired on June 30, 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 BPOA's authorized representatives met and conferred in good faith to establish the terms of a successor memorandum of understanding for the represented safety employees; and

WHEREAS, the City's and BPOA's authorized representatives negotiated a tentative agreement for a successor Memorandum of Understanding between the City and the BPOA for the period of July 1, 2017 through June 30, 2020 ("BPOA MOU 2017-2020"); and

WHEREAS, the City and BPOA have agreed that represented employees who are employed by the City on the date the City Council adopts this resolution, shall receive the following: (i) a one-time lump sum non-PERSable payment of three percent (3%) of their base salary in effect prior to any base salary increase provided herein, to be paid the first full payroll period following City Council approval of the tentative agreement; (ii) a three percent (3%) base salary increase retroactively effective to July 1, 2018 to be paid the first full payroll period following City Council approval of the tentative agreement; and (iii) a three percent (3%) base salary increase effective July 1, 2019; and

WHEREAS, the BPOA ratified the terms of the tentative agreement for the successor BPOA MOU 2017-2020 on August 10, 2018 by a vote of its membership and the BPOA representatives have executed the attached formal tentative agreement (tentative agreement to be executed prior to the City Council’s consideration of same); and

WHEREAS, pursuant to Government Code Section 3505.1, upon reaching a tentative agreement by the City’s and BPOA’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 prepared and brought back to the City Council at a later date for consideration; and

WHEREAS, the City Council now desires to accept, approve and adopt the tentative agreement for the BPOA MOU 2017-2020.

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 BPOA regarding the terms of the BPOA MOU 2017-2020, 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 BPOA for the period of July 1, 2017 through June 30, 2020.

SECTION 3. The City Council authorizes, prior to its formal consideration and adoption of the BPOA MOU 2017-2020, that BPOA members who are employed by the City on the date the City Council adopts this resolution, be provided a one-time lump sum non-PERSable payment of three percent (3%) of their base salary in effect prior to any base salary increase provided herein, to be paid the first full payroll period following City Council approval of the tentative agreement. The City Council further authorizes that BPOA members, who are employed by the City on the date the City Council adopts this resolution, be provided a three percent (3%) base salary increase retroactively effective to July 1, 2018 to be paid the first full payroll period following City Council approval of the tentative agreement. The City Manager is authorized to execute such payments on behalf of the City.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED ON THIS 12th DAY OF SEPTEMBER, 2018.

[Signature]
Fidencio Gallardo, Mayor

APPROVED AS TO FORM:

[Signature]
David J. 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 12th day of September, 2018, by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

[Signature]
Angela Bustamante, City Clerk
EXHIBIT “A”

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2020

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

The previous Memorandum of Understanding ("MOU") between the City of Bell ("City") and the Bell Police Officers' Association ("Association" or "BPOA") representing the public safety employees in the classifications of Police Officer and Sergeant, excluding part-time employees in those classifications, expired on June 30, 2017 ("BPOA MOU 2015-17"). (Attachment 1.) The City and Association representatives began meeting in May 2017 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. The terms of this Tentative Agreement were ratified by the Association on August 10, 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 BPOA MOU 2015-17 shall be maintained unless expressly modified or changed herein until the successor BPOA MOU is accepted, approved and adopted by City Council.

1. **Base Salaries.** Article III, Section 1 of the BPOA MOU 2015-17 is hereby modified to provide that represented Association employees employed by the City on the date that City Council approves this Tentative Agreement shall receive the following: (i) a one-time lump sum non-PERSable payment of three percent (3%) of their base salary in effect prior to any base salary increase provided herein, to be paid the first full payroll period following City Council approval of this Tentative Agreement; (ii) a three percent (3%) base salary increase retroactively effective to July 1, 2018 to be paid the first full payroll period following City Council approval of this Tentative Agreement; and (iii) a three percent (3%) base salary increase effective July 1, 2019.
Classification Positions with a 3% increase effective July 1, 2018

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<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
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Classification Positions with a 3% increase effective July 1, 2019

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<td>7,592.91</td>
<td>7,972.55</td>
<td>8,371.18</td>
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</tbody>
</table>

2. Association Access to New Employee Orientations and Information. The parties hereby add new Section 4, Article I, to the BPOA MOU 2015-17 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. **Education Pay.** Article III, Section 11 of the BPOA MOU 2015-17 is hereby modified as follows effective upon City Council adoption of this Tentative Agreement.

**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 obtain 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 $1000 per month as educational pay.

4. **Tuition Reimbursement.** Article IV, Section 1 of the BPOA MOU 2015-17 is hereby modified as follows effective upon City Council adoption of this Tentative Agreement.

**Section 1. Tuition Reimbursement.** City shall reimburse represented employees for tuition fees. Employee shall request approval from the Chief Administrative Officer 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 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.

5. **Insurance Benefits.** Article VII, Section 2 of the BPOA MOU 2015-17 is hereby modified by adding the following provision to the existing language:

   • The City’s contribution towards health benefits for all Association represented employees hired after City Council adoption of this Tentative Agreement shall be limited to the Family Kaiser rate (employee +2). Any excess to this premium must be paid by the employee.

   • The “Opt Out” program is limited to those currently participating in the program at the time that City Council approves this Tentative Agreement and the opt out program participation is eliminated for all existing or new employees not already participating in the opt out program at that time.

6. **Compensatory Time In-Lieu of Holiday.** Article VIII, Section 4 of the BPOA MOU 2015-17 is hereby eliminated in its entirety upon City Council adoption of this Tentative Agreement.

7. **Sick Leave.** Article XI, Section 2 of the BPOA MOU 2015-17 is hereby modified by adding the following additional language:

   For represented employees hired after City Council adoption of this Tentative Agreement, accrued sick leave shall be paid upon separation from service in an amount not to exceed one hundred (100) hours of base pay.

8. **Written Reprimands.** Article XVI, Section 2 of the BPOA MOU 2015-17 is hereby modified as follows with the following additional language:

   Written reprimands 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 shall be removed after two (2) years from their issue date if no similar misconduct has occurred during that two year period.

9. **Nepotism Policy.** Article XIX, Section 2 of the BPOA MOU 2015-17 is hereby modified as follows with the following additional language:
No relatives shall be appointed or otherwise allowed to work in the same department unless already doing so at the time that City Council adopts this Tentative Agreement.

10. **Reopeners.** Article XXII of the BPOA MOU 2015-17 is hereby modified to add the following to the existing re-openers: The parties agree to meet and confer on updated the City’s Administrative Policies.

11. **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 Police Officers’ Association and entered into as of this 7th day of September, 2018.

**CITY OF BELL**

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

**BY:** Sergio Barra
Human Resources and Risk Manager

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

**BELL POLICE OFFICERS’ ASSOCIATION**

**BY:** Antonio Lopez
President

**BY:** Gregory Clark
Vice President

**BY:** Rodrigo Rodarte
Secretary

**BY:** Carlos Silva
Treasurer