

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL POLICE OFFICERS' ASSOCIATION

July 1, 2013 — June 30, 2015

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.

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. Represented employees shall receive a three percent (3%) base salary increase effective the next full payroll period following City Council approval of this Memorandum of Understanding (hereinafter “MOU” or “Agreement”) and concurrent with a four and a half percent (4.5%) reduction in the City’s Employer Paid Member Contribution (“EPMC”) to the California Public Employees’ Retirement System (“CalPERS”). Employees shall receive another three percent (3%) base salary increase effective June 30, 2014 and concurrent with elimination of the City’s remaining EPMC of four and a half percent (4.5%). 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 Salary Schedule 2013-2015

Police Officer	A	B	C	D	E
07/01/2013	5,186.00	5,445.00	5,717.00	6,003.00	6,303.00
3/10/2014*	5,341.58	5,608.35	5,888.51	6,183.09	6,492.09
07/2014	5,501.83	5,776.60	6,065.17	6,368.58	6,686.85

Sergeant	A	B	C	D	E
07/01/2013	6,119.00	6,425.00	6,746.00	7,084.00	7,438.00
3/10/2014*	6,302.57	6,617.75	6,948.38	7,296.52	7,661.14
07/2014	6,491.65	6,816.28	7,156.83	7,515.42	7,890.97

**March 10, 2014 is the pay period following City Council a February 26, 2014 adoption and base salary increase is contingent upon and concurrent with the negotiated four and a half percent (4.5%) reduction in City CalPERS EPMC.*

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. Each employee shall be compensated in cash, or with the agreement of the Chief of Police in compensatory time off, for all hours worked in excess of eighty (80) hours per City designated fourteen (14) day, eighty (80) hour work period pursuant to Section 7(k) of the federal Fair Labor Standards Act at the pay rate of one and one half (1 1/2) times the aggregate pay of such employee (aggregate pay shall represent the base salary plus special compensation such as bilingual and/or education pay).

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. This provision shall become effective upon City Council adoption of this MOU.
- **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. This provision shall become effective upon City Council adoption of this MOU.

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—a percentage of his or her base salary—according to the applicable degree or certification as follows, which shall not be cumulative:

Percentages 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 accredited educational institution, shall receive five percent (5%) of his or her salary as educational pay.
- Each represented employee, who has obtained an advanced POST certificate, shall receive eight percent (8%) of his or her base salary as educational pay.
- Each represented employee, who has obtained a Bachelor of Arts (BA) degree or Bachelor of Science (BS) degree in any field by an accredited educational institution, shall be receive ten percent (10%) of his or her base salary 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 twelve percent (12%) of his or her base salary as educational pay.

Course of action

- Each such increase shall be effective upon the start of the payroll period after the employee presents evidence to the Chief of Police and the Personnel Office that he or she has obtained the certificate or degree of which such increase is sought. Such date shall not be before the completion of the probationary period.
- Each such increase authorized by this Section shall increase the employee's base salary for payroll purposes such as computation of overtime, vacation, and holiday 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.

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 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. 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.
- Reimbursement shall take place after successful completion of the course and receiving a grade of "C" or better.

- 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 EPMC Contribution. Prior to the adoption of this MOU, the City paid the full employee member contributions to the California Public Employees' Retirement System ("CalPERS) known informally as the Employer Paid Member Contributions ("EPMC") as allowed under Government Code Section 20691. The amount of this payment was nine percent (9%) of reportable earnings as defined by CalPERS legislation and regulations. 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. After City Council adoption of this MOU and any required CalPERS resolutions to effectuate this change and concurrent with represented employees receiving a three percent (3%) base salary increase reflected in the table in Article III, Section 1 of this MOU, the City shall immediately reduce its EPMC payment in half for the remaining represented employees, with the represented employees picking up that amount, currently four and a half percent (4.5%) of reportable earnings. Effective the first full payroll period

in July, 2014, the City shall eliminate 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 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. 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.
- The City shall continue to provide a health insurance "Opt Out" program option. Qualifying employees can elect to discontinue participation in the City's health insurance plan and instead receive an opt out payment.

Employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof of other coverage. The employee must

sign 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 electing 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.

- 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.

Section 4. Compensatory Time In-Lieu Of Holiday. Each employee shall have five (5) hours added to his or her compensatory account as of July of each year of this MOU due to the previous elimination of Good Friday as a half day holiday.

ARTICLE IX — VACATION LEAVE

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

Months of Service	Accrued Vacation Hours per hour	Accrued Vacation Hours biweekly
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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 Employees Hired After January 1, 1997. 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 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. 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. 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 x 12 = 96 hours
# of hours worked in a year	40 x 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:

<u>Years of Service</u>	<u>75%</u>	<u>50%</u>
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. 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

Section 1. Dues And Benefit Program Deductions. The City shall deduct dues and benefit program premiums on a regular basis from the pay of all employees recognized to be represented by the Association who voluntarily authorize such deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. Indemnification. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action or lawsuits arising out of the deduction or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. List Of Employees Deleted From Dues And Benefit Program Deductions. The City agrees to provide the Association with a list on a monthly basis of the names and addresses of any employees holding classifications and positions recognized to be represented by the Association who are deleted from the monthly dues and/or benefit program premium deductions and the reason therefore, if known by the City.

ARTICLE XIII — CITY RIGHTS

Section I. 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 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.

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 Chief Administrative Officer 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 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.

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, and the Bell Police Department Policy Manual.

ARTICLE XXIII — TERM OF THIS MOU

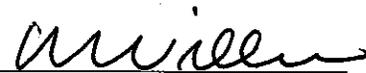
The term of this MOU shall be in full-force and in effect from July 1, 2013 through and including June 30, 2015.

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 February 19, 2014 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 21st day of February, 2014.

CITY OF BELL

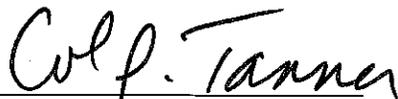
BELL POLICE OFFICERS' ASSOCIATION

BY: 
Doug Willmore
City Manager

BY: _____
Gilbert Jara
President

BY: 
Josh Betta
Finance Director

BY: _____
Tom Rodriguez
Board Member

BY: 
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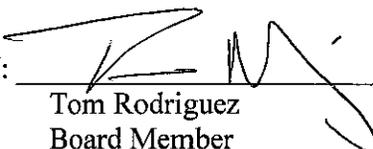
CITY OF BELL

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