

RESOLUTION NO. 2016-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA,
ACCEPTING A TENTATIVE AGREEMENT AND APPROVING A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL CITY EMPLOYEES
ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 THROUGH DECEMBER 31, 2016**

WHEREAS, the prior Memorandum of Understanding between the City of Bell ("City") and its miscellaneous employees expired on June 30, 2015; and

WHEREAS, pursuant to Government Code Section 3500 *et seq.*, also referred to as the Meyers-Milias-Brown Act ("MMBA"), the City's and Bell City Employees Association's ("BCEA") authorized representatives met and conferred in good faith to establish the terms of a successor memorandum of understanding for the represented employees and their respective bargaining units, including the miscellaneous unit, the professional unit, and the confidential unit; and

WHEREAS, the City's and BCEA's authorized representatives reached a tentative agreement for a successor Memorandum of Understanding between the City and the BCEA for the period of June 30, 2015 through December 31, 2016 ("BCEA MOU 2015-2016"); and

WHEREAS, pursuant to Government Code Section 3505.1, upon reaching an agreement by the City's and BCEA's authorized representatives, the City Council of the City must vote to accept or reject the tentative agreement within 30 days of the date it is considered at a duly noticed public meeting; and

WHEREAS, the City and BCEA have prepared a draft of the BCEA MOU 2015-2016 so that the tentative agreement and memorandum of understanding can be concurrently considered by the City Council; and

WHEREAS, the BCEA ratified the BCEA MOU 2015-2016 on April 4, 2016 by a vote of its membership and the BCEA representatives have executed the attached tentative agreement and BCEA MOU 2015-2016; and

WHEREAS, the City and the BCEA have agreed to new/ updated Classification Specifications for the Assistant Planner, Associate Planner and Housing Specialist positions and settle any and all potential employment claims from Carlos Chacon and Christina Pena, including but not limited to their previous classification, working out of class claims and back pay, for the amount of \$15,000 each; and

WHEREAS, the City Council desires to transfer funds from the General Fund Unrestricted Fund Balance to the Community Services Personnel cost line item in order to fund such new/ updated Classifications; and

WHEREAS, the City Council now desires to concurrently accept the tentative agreement and approve the BCEA MOU 2015-2016.

**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 the tentative agreement reached between the representatives of the City and the BCEA regarding the terms of the BCEA MOU 2015-2016, which tentative agreement is attached hereto as Exhibit "A".

SECTION 3. The City Council hereby approves the BCEA MOU 2015-2016 and authorizes the City Manager to execute the same, which is attached hereto as Exhibit "B".

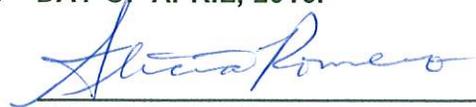
SECTION 4. The City Council hereby approves the new/ updated Classification Specifications for the Assistant Planner, Associate Planner and Housing Specialist positions, which are attached hereto as Exhibit "C".

SECTION 5. As provided in the BCEA MOU 2015-2016, the City Council authorizes settlement of any and all potential employment claims from Carlos Chacon and Christina Pena, including but not limited to their classification, working out of class claims and back pay, for the amount of \$15,000 each. Such settlement payments shall be subject to the condition precedent of the execution of individual settlement agreements in a form approved by the City Attorney's office waiving any and all employment claims in exchange for this payment.

SECTION 6. The City Council hereby approves amending the Fiscal Year 2015-2016 budget by appropriating the amount of \$20,167 from the General Fund Unrestricted Fund Balance to the Community Development Department personnel costs line item in order to fund the settlement and reclassification of Carlos Chacon; and \$18,417 from the Bell Housing Authority Unrestricted Fund Balance to the Community Development personnel costs list item in order to fund the settlement and reclassification of Christina Pena.

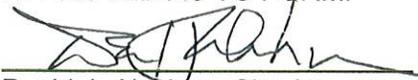
SECTION 7. The Acting City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 13TH DAY OF APRIL, 2016.



Alicia Romero, Mayor

APPROVED AS TO FORM:



David J. Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Acting 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 13th day of April, 2016, by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

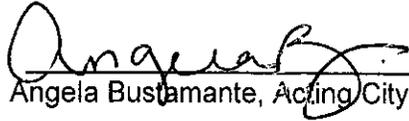

Angela Bustamante, Acting City Clerk

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 JULY 1, 2015 THROUGH DECEMBER 31, 2016

[ON FOLLOWING PAGES]

TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per Gov't Code Section 3505.1
Between
The City of Bell and
the Bell City Employees Association representing the City's Confidential Unit, the Professional
Unit and the Miscellaneous Unit

March 29, 2016

1. **Successor MOU:** All terms and conditions of prior Memorandum of Understanding ("MOU") between the City of Bell ("City") and the Bell City Employees Association ("BCEA") for the period February 26, 2014 to June 30, 2015 ("BCEA MOU 2014-15") shall be maintained for the duration of the successor BCEA MOU 2015-16 unless expressly modified or changed herein.
2. **Term/Duration:** Update Article XXIII to reflect BCEA MOU 2015-16 term to be from July 1, 2015 to December 31, 2016 with successor MOU negotiations commencing no later than July 1, 2016.
3. **Compensation/Base Salaries:** Update Article III, Section 1 of proposed BCEA MOU 2015-16 to reflect no additional COLA during MOU period and with Base Salaries remaining as those in effect as of June 30, 2014 per Attachment "B" to the previous BCEA MOU 2014-15.
4. **Compensation/Equity Adjustments:** Update Article III, Section 2 of proposed BCEA MOU 2015-16 to reflect parties' agreement that salary surveys have been completed, that no equity adjustments are being requested during term of this successor MOU except as specified herein, that the audit of the Community Services Technician positions was done and that the parties have agreed to reclassify Community Services Technician Carlos Chacon to Associate Planner at Step C (\$5,958.77) and Community Services Technician Christina Pena to Housing Specialist Step A (\$5,433.93) effective the first full pay period after City Council approval of a signed, ratified successor MOU, which shall be their new anniversary dates in these reclassified positions for purposes of future step increases. In addition, Mr. Chacon and Ms. Pena shall receive \$15,000.00 each in settlement of any and all potential employment claims from hire to date, including but not limited to their position, classification, working out of class claims, and back pay, subject to the condition precedent of execution of individual settlement agreements in a form approved by the City Attorney's office waiving any and all employment claims in exchange for this payment. Lastly, the parties approve the attached new/updated Classification Specifications for Assistant Planner, Associate Planner and Housing Specialist.

The City's labor representatives and BCEA representatives have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Confidential Unit, the Professional Unit and the Miscellaneous Unit represented by BCEA and have reached the tentative agreements which are set forth above in this Tentative Agreement For A Successor Memorandum Of Understanding ("Tentative Agreement"). This Tentative Agreement constitutes a joint recommendation by the parties, after ratification by BCEA, to be submitted to the City Council for its determination and approval. This Tentative Agreement is of no force or effect unless or until ratified and approved by a resolution of the City Council. The parties may concurrently or subsequently submit for City Council approval a jointly prepared successor memorandum of understanding per Government Code Section 3505.1 reflecting the agreements reached herein.

BELL CITY EMPLOYEES ASS'N



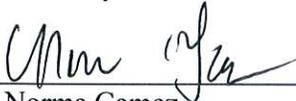
Robert Severson
President



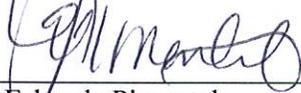
Carlos Chacon
Vice President



Ananca Larios
Secretary



Norma Gamez
Treasurer

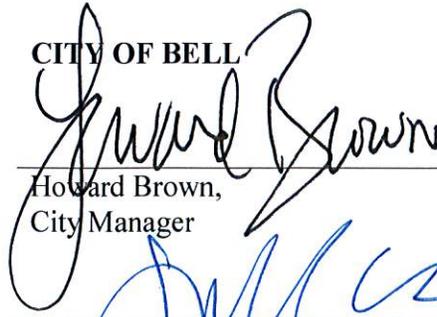


Esbeyda Pimentel
Board Member

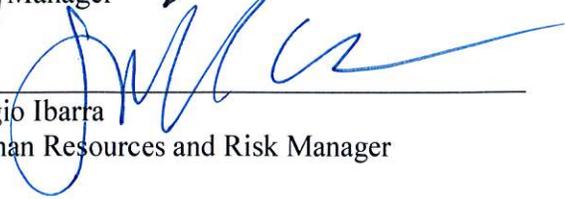


Ericka Perez
Board Member

CITY OF BELL



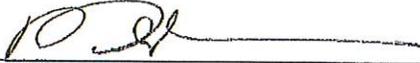
Howard Brown,
City Manager



Sergio Ibarra
Human Resources and Risk Manager

Colin J. Tanner
Lead Negotiator/Deputy City Attorney

BELL CITY EMPLOYEES ASS'N



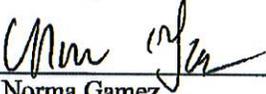
Robert Severson
President



Carlos Chacon
Vice President



Ananca Larios
Secretary



Norma Gamez
Treasurer



Esbeyda Pimentel
Board Member



Ericka Perez
Board Member

CITY OF BELL

Howard Brown,
City Manager

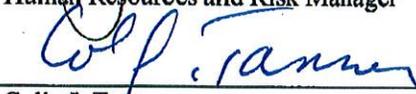

Sergio Ibarra
Human Resources and Risk Manager
Colin J. Tanner
Lead Negotiator/Deputy City Attorney

EXHIBIT “B”

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL AND THE BELL
CITY EMPLOYEES ASSOCIATION FOR THE PERIOD OF JULY 1, 2015 THROUGH
DECEMBER 31, 2016

[ON FOLLOWING PAGES]

Section 2.	Promotional Probationary Period.....	7
ARTICLE VI -RETIREMENT		7
Section 1.	CalPERS EPMC Contribution	7
Section 2.	CalPERS Contract Provisions.....	8
Section 3.	Supplemental Retirement Plan.....	8
ARTICLE VII — INSURANCE BENEFITS.....		9
Section 1.	Medical, Dental and Vision Insurance.....	9
Section 2.	Life Insurance	10
Section 3.	Retired Employee Insurance	10
ARTICLE VIII -HOLIDAYS		10
Section 1.	Non-Police Dispatch Personnel	10
Section 2.	Police Dispatch Personnel.....	10
ARTICLE IX — VACATION LEAVE		11
Section 1.	Accrual.....	11
Section 2.	Vacation Leave Accrual Employees Hired After July 1, 1998.....	11
Section 3.	Vacation Leave Accrual Employees Hired After July 1, 2000.....	11
ARTICLE X — SICK LEAVE.....		11
Section 1.	Sick Leave Accrual	11
Section 2.	Sick Leave Use	12
Section 3.	Sick Leave Payout Upon Separation.....	12
ARTICLE XI — OTHER LEAVES.....		12
Section 1.	Paid Administrative Leave.....	12
Section 2.	Leave Without Pay.....	12
Section 3.	Unpaid Family Care Leave	12
Section 4.	Pregnancy Disability Leave	12
Section 5.	Military Leave.....	12
Section 6.	Bereavement Leave.....	13
Section 7.	Personal Leave	13
ARTICLE XII — AGENCY SHOP		13
Section 1.	Agency Shop Defined	13
Section 2.	Conscientious Objectors	13
Section 3.	Financial Records.....	13
Section 4.	Dues Deduction Forms	13

Section 5. Indemnification13

ARTICLE XIII — CITY RIGHTS14

Section 1. Management Rights14

Section 2. Exceptions.....15

ARTICLE XIV — NO STRIKE — NO LOCKOUT16

Section 1. Association’s Agreement16

Section 2. City’s Agreement16

Section 3. Disciplinary Action.....16

Section 4. Notification Of Violation16

Section 5. Hold Harmless16

ARTICLE XV — GRIEVANCES.....16

Section 1. Grievance Representation16

Section 2. Grievance Procedure16

ARTICLE XVI — DISCIPLINARY APPEALS17

Section 1. Discipline Procedure17

Section 2. Disciplinary Appeals.....17

ARTICLE XVII — EMERGENCY WAIVER PROVISION18

ARTICLE XVIII — EMPLOYEE DEFENSE AND INDEMNIFICATION18

ARTICLE XIX — NEPOTISM POLICY18

Section 1. Effective Date18

Section 2. The Policy18

ARTICLE XX — SEVERABILITY PROVISION19

ARTICLE XXI — INTEGRATION, MODIFICATION & WAIVER19

Section 1. Integration19

Section 2. Modification.....20

Section 3. Waiver.....20

ARTICLE XXII — REOPENERS20

ARTICLE XXIII — TERM OF THIS MOU20

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF BELL

And the

BELL CITY EMPLOYEES ASSOCIATION

July 1, 2015 — December 31, 2016

ARTICLE I — RECOGNITION

Section 1. Parties. Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500 et. Seq. ("MMBA"), the City of Bell ("City") has heretofore recognized the Bell City Employees Association ("Association"), an unincorporated association, as the recognized employee organization for the Confidential Unit, the Professional Unit and the Miscellaneous Unit, excluding part-time employees in those classifications (hereinafter "represented employees" or simply "employees"). The current classifications within each represented unit are set forth in the Attachment "A" hereto and may be modified in the future pursuant to the City's Employer-Employee Organization Relations Resolution (currently Resolution No. 87-46).

Section 2. Association Membership. The parties agree to protect the rights of all employees hereby to join and/or participate in the protected activities in accordance with the MMBA and the City's Employer-Employee Organization Relations Resolution, or to refrain from same.

Section 3. Association Representative Release Time. Pursuant to the MMBA, the City shall allow a reasonable number of Association representatives reasonable time off without loss of compensation or other benefits when: (1) formally meeting and conferring with representatives of the City on matters within the scope of representation; (2) testifying or appearing as the designated representative of the Association in conferences, hearings, or other proceedings before the Public Employment Relations Board ("PERB"), or an agent thereof, in matters relating to a charge filed by the Association against the City or by the City against the Association; (3) testifying or appearing as the designated representative of the Association in grievance or disciplinary appeal matters.

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. The Base Salaries of represented employees shall remain as established June 30, 2014 and as set forth in Attachment “B” hereto with no cost of living adjustments for the duration of this successor Memorandum of Understanding (referred to herein as either the “MOU” or the “Agreement”). No other salary equity adjustments shall be made except as expressly provided for in this MOU. Base salary shall constitute the salaries listed in Attachment “B” for each corresponding step, and shall not include any special compensation as defined in Section 571 of the California Code of Regulations (“CCR”), i.e. bilingual pay, education pay, etc.

Section 2. Equity Adjustments. The parties previously agree that they would audit the community services technician positions allegedly acting as housing program technician and associate planner for both reclassification and retroactive pay to July 1, 2013. The audit of the Community Services Technician positions was done and that the parties have agreed to reclassify Community Services Technician Carlos Chacon to Associate Planner at Step C (\$5,9558.77) and Community Services Technician Christina Pena to Housing Specialist Step A (\$5,433.93) effective the first full pay period after City Council approval of a signed, ratified successor MOU, which shall be their new anniversary dates in these reclassified positions for purposes of future step increases. In addition, Mr. Chacon and Ms. Pena shall receive \$15,000.00 each in settlement of any and all potential employment claims from hire to date, including but not limited to their position, classification, working out of class claims, and back pay, subject to the condition precedent of execution of individual settlement agreements in a form approved by the City Attorney’s office waiving any and all employment claims in exchange for this payment. Lastly, the parties approve the new/updated Classification Specifications for Assistant Planner, Associate Planner and Housing Specialist, to be adopted by resolution of City Council concurrent with the adoption of this MOU.

Section 3. Bilingual Pay. City shall pay one hundred seventy-five dollars (\$175) per month as Bilingual Pay to represented employees who meet the following qualifications and requirements.

- A. Employee must speak a language such as Spanish, or any other language approved by the City.
- B. Employee is required to pass a proficiency exam, to be conducted in a manner determined by the City.
- C. Employee shall be reimbursed for bilingual schooling. To qualify for the reimbursement, employee shall obtain written approval from their department head before enrolling in any bilingual program. Such reimbursement shall take place if employee passes the required proficiency exam. This reimbursement shall not be considered special compensation as defined in CCR Section 571.
- D. Employee shall make a written request for Bilingual Pay to the Personnel Office. The City shall schedule a test within ninety (90) days of receipt of this request. If the test is not scheduled within ninety (90) days, then bilingual pay shall become effective.

Section 4. Shift Differential Pay for Dispatchers. Dispatchers shall receive five percent (5%) of their base salary while assigned to a regular work shift that requires working six (6) or more hours between the times of 4:00 p.m. and 7:00 a.m. Employees who work during the times of 4:00 p.m. and 7:00 a.m. on an overtime basis are not eligible to receive shift differential pay. Shift differential pay shall only apply to all actual hours worked, not merely scheduled hours.

Section 5. Training Program Pay for Dispatchers. The City shall pay to no more than the two (2) most senior dispatchers the amount of two thousand dollars (\$2000) annually not later than the first pay period in May of each year for training duties assigned by the Chief of Police. The Chief of Police may develop an annual training program for dispatchers and assignment of the dispatchers shall take place by September 1st of each year.

Section 6. Extra Training Duties Pay for Dispatchers. A dispatcher shall receive an additional ten percent (10%) of his or her base salary when assigned by the Chief of Police to train a newly hired employee assigned to the Dispatch Division. Such additional pay shall only apply while the training assignment is in place.

Section 7. Additional Duties Pay. Represented employees required and designated by the Chief Administrative Officer, City Administrator and/or City Manager (collectively referred hereinafter to as the "City Manager") to perform specially assigned or extra duties outside the scope of their job description as deemed necessary in the course of City business shall receive an additional compensation equal to five (5) percent of their base salary. This compensation shall remain in effect only for the duration of the designated assignment.

Section 8. Court Pay. Full-time represented employees shall receive court appearance pay for each day such employee is required to and does appear in court on City business outside the employee's normal work schedule. In the event an employee is required to appear at two separate court locations in one day, the employee will be paid for each court location. On-call pay shall be paid to each employee when such employee is on stand-by but he or she is not required to appear in court. This pay shall not be considered special compensation as defined in Section 571 of the California Code of Regulations. These payments shall be as follows:

- A. **Court Appearance Pay.** The represented employees who are required to attend court sessions outside their regularly scheduled work shift shall be paid one hundred ninety dollars (\$190).
- B. **On-Call Pay.** The represented employees who are required to be on-call for a court appearance during outside their regularly scheduled work shift shall be paid one hundred twenty dollars (\$120).

Section 9. Uniform Allowance Pay. The City shall provide five (5) uniforms to all represented employees who are required to wear uniforms while on active duty in the employment of the City, except for full-time Dispatchers, and the positions of Management Analyst, Office Coordinator, and Office Assistant that work in the Police Department. The monetary value for the purchase, rental, and/or maintenance of the City uniform shall be reported in accordance with California Government Code Section 571(a)(5).

Full-time Dispatchers and the positions of Management Analyst, Office Coordinator, and Office Assistant that work in the Police Department and who are required to wear uniforms shall obtain their own uniforms and receive a uniform allowance for the purchase and cleaning of such uniforms as follows:

- A. Seven hundred fifty dollars (\$750) annually each year as a uniform allowance;
- B. The uniform allowance shall be paid on the first pay period of each September (first pay period shall be considered the period which dates fall in the month of September not the pay date); and
- C. A monthly pro-rata amount shall be paid for newly hired employees in these positions based on the hiring date or shall be deducted from the employee's final compensation based upon the separation date.

Section 10. Jury Duty. Represented employees summoned to jury duty shall receive their regular pay up to forty (40) hours annually. In the event that the employee receives any reimbursement from the pertaining judicial jurisdiction, court, and/or government agency, such reimbursement shall be reimbursed to the City excluding mileage received for said jury duty.

Section 11. Overtime Pay. The federal Fair Labor Standards Act ("FLSA") ensures that covered workers are entitled to the minimum wage and overtime pay at a rate of not less than one and one-half times their regular rate of pay after forty (40) hours of work in a workweek. Represented employees designated as "exempt" from overtime regulations in accordance with FLSA will not receive compensation for working overtime. Currently, the Senior Management Analyst and Senior Human Resource Analyst positions are the only represented positions designated as being exempt. All other represented employees shall be compensated for overtime in accordance with the FLSA.

Section 12. Acting Pay. An employee may be assigned the supervisory duties of a vacant supervisory position while recruitment for that position is pending or of a filled supervisory position whenever the position becomes temporarily vacant for reasons of sick leave, vacation, leave of absence or injury on duty status. An employee assigned the supervisory duties of a position pursuant to the provisions of this section shall be designated as an "acting supervisor." The selection of the employee for "acting supervisor" status shall be within the sole discretion of the department head. Employees acting in a supervisory position shall not be entitled to any additional compensation for doing so unless they work ten (10) or more work days in that assignment. If the acting assignment continues past ten (10) days, then the assigned individual shall receive the additional compensation retroactive to the first day of the assignment. Such compensation shall continue until such time as the incumbent returns or, in the case of a vacant position, the position is filled. The City shall compensate an employee who is an acting supervisor at the rate of an additional ten percent (10%) of base salary.

Section 13. Work Schedules. Standard work hours for represented employees shall be Monday through Friday, 7:45 AM to 4:30 PM. Alternate 4/10 and 3/12 work schedules may be assigned based on the recommendation of the appropriate department head and the approval of the City Manager with reasonable notice to the employee. Alternate work schedules shall be approved and continued at the sole discretion of the City Manager. Represented employees performing duties required twenty-four (24) hours per day, seven (7) days per week shall work an assigned schedule as determined by their department head and approved by the City Manager. All employees are subject to be called to work at any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager or his/her designee, may require such service. All work schedules are designed to be in compliance with the requirements of the FLSA.

Section 14. Step Increases.

- A. initial appointment a represented employee shall be placed at Step A of the salary schedule, except as otherwise approved by the City Manager. Whenever an employee is promoted, the employee shall be placed at the step providing the employee a pay increase equal to at least a five percent (5%) increase in base pay. The provisions of this Article shall only apply to full-time represented employees.
- B. Represented employees are eligible for and entitled to a step increase upon successful completion of their probationary period and approval of the City Manager per Article XVII of the City of Bell Civil Service Rules And Regulations adopted January 3, 1983 ("Bell Civil Service Rules").
- C. Thereafter, represented employees shall be eligible for and receive step increases within their assigned salary range on the anniversary date of the completion of each employee's probationary period, provided that the employee has maintained satisfactory job performance during the prior year, as determined by the employee's department head, and upon approval of the City Manager in accordance with Article XVII of the Bell Civil Service Rules. Step increases of more than one (1) step shall require approval of the City Manager.

Section 15. Payroll Periods, Dates & Deductions. Employees shall be paid every other Friday for a two-week period ending the preceding Sunday via Automatic Direct Deposit, unless other arrangements need to be made at the request of the employee. Deductions made be made from the salaries of employees as provided by law or upon their written authorization for City approved deduction programs.

Section 16. Deferred Compensation Plans. Pursuant to California Government Code Section 53213, all represented employees shall be eligible to participate in the City's Deferred Compensation Plans with no contribution by the City.

ARTICLE IV — REIMBURSEMENTS

Section 1. Tuition Reimbursement. City shall reimburse represented employees for tuition and supplies. Employee shall request approval from the City Manager prior to his/her enrollment in order to qualify for the reimbursement subject to the following:

- A. Employees will be reimbursed up to two hundred fifty dollars (\$250) per school term or six hundred dollars (\$600) per year for a four-year college.
- B. Employees will be reimbursed up to one hundred dollars (\$100) per school term or two hundred fifty dollars (\$250) per year for a two-year college.
- C. The City Manager may authorize additional reimbursement related to specifically job-related classes that would enhance or develop the current employee's position. The employee must request an interview with the City Manager to discuss the applicability and appropriateness of the classes. The interview and approval must occur prior to the employee's enrollment in order to qualify for reimbursement.
- D. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 2. Professional Certification/Licensing Reimbursement. City shall reimburse represented employees for fees associated with the renewal of a professional certification or license related with their employment with the City of Bell. Some continuing education expenses may be reimbursed at the sole discretion of the City Manager. The employee must request an interview with the City Manager to obtain approval. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

Section 3. Mileage Reimbursement. Subject to being superseded by a city-wide policy, the City shall reimburse represented employees for those miles employees are required to drive their personal vehicles in the performance of assigned job duties at the Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Section 4. Expense Reimbursements. Subject to being superseded by a City-wide policy, represented employees shall be entitled to reimbursement for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. This reimbursement category includes but is not limited to parking fees, cell phone calls, and reasonable personal property damage. The employee shall be responsible for providing proof of the expense in a form acceptable to the City in order to obtain reimbursement.

Section 5. Meal Allowances & Reimbursements. Subject to being superseded by a City-wide policy, represented employees shall be entitled to per diem following a Per Diem Schedule and under the following circumstances:

- A. Per Diem Schedule. Forty-five dollars (\$45) per twenty-four (24) hour period or prorated as follows: Breakfast-ten dollars (\$10), Lunch-fifteen dollars (\$15), Dinner-twenty dollars (\$20).
- B. Personnel on work assignments, or attending, meetings or training in excess of a twenty-five (25) mile radius beyond their normal work station, and which extends more than one (1) hour beyond their normal work hours or require lodging.
- C. Meeting or training assignments, which include a meal, will be reimbursed at the actual cost of the meeting or meal, not to exceed the prorated per diem schedule.
- D. Meal expenses other than listed in the two above may be considered for reimbursement (receipt required) at the discretion of the employee's department head.

ARTICLE V — PROBATIONARY PERIOD

Section 1. Original Probationary Period. Classifications covered by this MOU shall be subject to an original twelve month (12) month probationary period upon date of appointment to a full-time position as provided by the Bell Civil Service Rules.

Section 2. Promotional Probationary Period. Classifications covered by this MOU shall be subject to a six month (6) month probationary period instead of the twelve (12) month period provided by the Bell Civil Service Rules upon voluntary appointment to a promotional position defined as a position with a higher top step base salary than the position the employee is leaving. All other probationary provisions of the Bell Civil Service Rules shall continue to apply.

ARTICLE VI -RETIREMENT

Section 1. CalPERS EPMC Contribution. Prior to the adoption of this successor MOU, the City eliminated its payment of any employee member contributions to the California Public Employees' Retirement System ("CalPERS) known informally as the Employer Paid Member Contributions ("EPMC") as previously allowed under Government Code Section 20691. The California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code) (hereinafter "PEPRA") eliminated EPMC payments for all represented employees hired by the City on or after January 1, 2013 with those employees required to pay their full member contributions unless they were determined by CalPERS to be "classic members" when hired. Effective the first full pay period of July, 2014, the City eliminated EPMC entirely for all represented employees with all represented employees paying their full member contributions to CalPERS. Employees shall have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contributions in accordance with the provisions of Internal Revenue Code Section 414(h)(2).

Section 2. CalPERS Contract Provisions. The City's contract with CalPERS shall provide the following:

A. Tier One Miscellaneous Employees:

Any represented employee hired before January 1, 2013, or who is hired on or after January 1, 2013 *and* determined to be a "classic member" by CalPERS:

- (1) 2.7% @ 55 retirement plan for miscellaneous members;
- (2) Sick Leave Conversion;
- (3) Single Highest year compensation;
- (4) Military service credit.

B. Tier Two Miscellaneous Employees:

Any represented employee hired on or after January 1, 2013 and determined by CalPERS not to be a "classic member" as defined by CalPERS and as limited by PEPRRA:

- (1) 2% @ 62 retirement plan for miscellaneous members;
- (2) Highest thirty-six (36) consecutive months compensation;
- (3) Sick Leave Conversion;
- (4) Military service credit.

C. Future Miscellaneous Employees:

City shall be authorized to adopt CalPERS contract amendments that provide for the following changes for new hires:

- (1) Cost of living adjustments limited to 2%;
- (2) Highest thirty-six (36) consecutive months compensation;
- (3) Elimination of Industrial Disability Retirement fifty percent (50%) FAC benefit option.

Section 3. Supplemental Retirement Plan. The City's Supplemental Retirement Plan has been closed to new hire participants since July 1, 2005 and has been the subject of a lawsuit. This Agreement shall not have any effect on the legal status of the Supplemental Retirement Plan.

ARTICLE VII — INSURANCE BENEFITS

Section 1. Medical, Dental and Vision Insurance.

- A. Permanent full-time bargaining unit members, hired prior to September 30, 2005 shall be eligible to receive the following medical, dental and vision benefits:
- (1) The City shall pay monthly medical premiums for employee and his/her dependents in any City approved CalPERS Health Plan, *except* PERSCare;
 - (2) The City shall pay for the employee and his/her dependents in a City approved dental plan with deductible limits the same as was provided in 2011.
 - (3) The City shall pay for vision coverage for employees and his/her dependents in a City approved plan.
- B. Permanent, full-time bargaining unit members hired on or after October 1, 2005 are eligible to receive the following medical (1st of month after initial appointment), dental (1st of month following 60 days after appointment) and vision (1st of month following 60 days after appointment) benefits:
- (1) The City shall pay monthly medical premiums for employee and one (1) dependent in any City approved CalPERS Health Plan, *except* PERSCare;
 - (2) The City shall pay for the employee and one (1) dependent in a City approved dental plan with deductible limits the same as was provided in 2011.
 - (3) The City shall pay for vision coverage for employee and one (1) dependent in a City approved plan.
- C. Dual Coverage:
- (1) City employees and dependents shall receive the benefits stated in A & B above provided that they do not have dual insurance coverage through a non-City sponsored plan. In the event of dual coverage, the employee and his/her dependents shall become ineligible for the benefits listed above.
 - (2) Represented employees who “opt out” of medical insurance coverage and who show evidence of medical insurance coverage elsewhere, shall be eligible to receive \$500 per month in lieu of insurance coverage for all months that they have opted out. 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.

Section 2. Life Insurance. Upon passing probation, the City shall provide a life insurance policy in the amount of one hundred thousand dollars (\$100,000) for each represented employee.

Section 3. Retired Employee Insurance. Full-time represented employees who have terminated in good standing from the City after January 1, 1997, with not less than thirty (30) years of CalPERS service credit with the City, or full-time employees who were employed with the City on June 30, 2006 and who have twenty (20) years of CalPERS service credit as of June 30, 2006 and whose termination date is after July 1, 2006, shall be provided by the City the same medical, dental, vision and life insurance for them and their dependents as provided current employees hired prior to September 30, 2005 at no cost to the employee.

ARTICLE VIII -HOLIDAYS

Section 1. Non-Police Dispatch Personnel. Represented non-police dispatch employees will be entitled to a total of thirteen (13) holidays each fiscal year. This number includes one (1) discretionary holiday. In order to maximize the hours of service to the community, and allow a total of thirteen holidays each fiscal year, the City Council will set a holiday schedule that will establish the holidays to be observed by the City during the corresponding fiscal year and its respective floating holidays, which shall total thirteen (13) days. Holidays may include the following:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day (Fourth of July)
Labor Day
California Admission Day
Columbus Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

Section 2. Police Dispatch Personnel. The parties recognize that a police department functions every day of the year, twenty-four hours per day, and does not close for holidays. Police dispatchers shall be compensated for the twelve (12) holidays identified in Section 1 above. Pursuant to the California Government Code, Section 20630, the City shall identify the pay period in which the compensation was earned; therefore, the City opts to pay and report holidays as earned. Each employee shall be paid an additional ten (10) hours for each City-recognized holiday in the pay period where the holiday falls. Such additional compensation shall be paid separately and reported as special compensation. Furthermore, police dispatchers shall also accrue one (1) floating holiday per fiscal year, which shall be taken at the employee's discretion with the approval of their supervisor. Permission to take the floating holiday will not be unreasonably withheld. The floating holiday must

be taken prior to the ending of the applicable fiscal year and may not be carried over to the following fiscal year.

ARTICLE IX — VACATION LEAVE

Section 1. Accrual. Represented employees are eligible to accrue vacation leave as follows:

Months of Service	Accrued Vacation Hours biweekly
Up to 48	3.6960
49 to 71	4.616
72 to 155	6.4640
156 to 239	8.3040
240 and more	9.8480

Employees in their initial probationary period shall not be eligible to use any accrued vacation leave unless specifically authorized by the City Manager. Vacation hours will be deducted from the accumulated vacation leave balance accordingly to the hours taken by the employee or the pertaining number of hours of the established shift. Vacation hours shall be earned and recorded to the employee's balance on a biweekly basis.

Section 2. Vacation Leave Accrual Employees Hired After July 1, 1998. Notwithstanding the Bell Civil Service Rules or any other City resolution, represented employees hired after July 1, 1998 shall not accrue or carry over from calendar year more than three-hundred sixty (360) hours. The parties have agreed that any amount of time for employees hired after July 1, 1998 that was mistakenly allowed to accrue in excess of three-hundred sixty (360) hours as of December 31, 2012 was set aside on a one-time basis in a separate leave bank and will be allowed to be used during employment like any other vacation leave bank and/or cashed out upon separation or earlier at the discretion of the City. However, the parties agree that no leave may be accrued over three-hundred sixty (360) hours as of December 31, 2012, unless approved by the City Council.

Section 3. Vacation Leave Accrual Employees Hired After July 1, 2000. Notwithstanding the Bell Civil Service Rules or any other City resolution, represented employees hired after July 1, 2000 shall not accrue or carry over from calendar year more than two-hundred eighty (280) hours. The parties have agreed that any amount of time for employees hired after July 1, 2000 that was mistakenly allowed to accrue in excess of two-hundred eighty (280) hours as of December 31, 2012 was set aside on a one-time basis in a separate leave bank and will be allowed to be used during employment like any other vacation leave bank and/or cashed out upon separation or earlier at the discretion of the City. However, the parties agree that no leave may be accrued over three-hundred sixty (360) hours as of December 31, 2012, unless approved by the City Council.

ARTICLE X — SICK LEAVE

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

- A. Employees will accrue 0.0462 of one hundred percent (100%) sick leave hours resulting in a 3.6960 hour biweekly accrual while in employment with the City, or while on approved paid leave.
- B. During each five (5) year increment of regular employment, an employee will be entitled to seventy-five percent (75%) sick leave hours and fifty percent (50%) sick leave hours. At the end of each five-year increment, any unused 75% and 50% sick leave hours will expire and an employee will accrue the corresponding value of the next five-year increment. Accruals will be earned as follows:

<u>Years of Service</u>	<u>75%</u>	<u>50%</u>
0-5	112	112
5-10	224	336
10-15	448	616
15-20	448	896
20+	448	1,456

Section 2. Sick Leave Use. Represented employees shall use their 100% sick leave accrual first, their 75% sick leave accrual second, and their 50% sick leave accrual last. Three (3) 100% sick leave days may be used each fiscal year for severe illness in the employee's immediate family.

Section 3. Sick Leave Payout Upon Separation.

- A. For represented employees hired prior to June 30, 1998, they will be paid upon separation of service an amount equivalent to the remaining unused hours of 100% sick leave at the time of separation or at retirement from the City. All unused 100% sick leave may be credited toward CalPERS service credit.
- B. For represented employees hired after July 1, 1998, they will be paid upon separation of service an amount equivalent to the remaining unused hours of 100% sick leave up to 100 hours at the time of separation or at retirement from the City. All unused 100% sick leave may be credited toward CalPERS service credit.

ARTICLE XI — OTHER LEAVES

Section 1. Paid Administrative Leave. Represented employees designated as FLSA exempt for purposes of overtime shall receive twenty (20) hours of paid administrative leave per fiscal year. The parties agree that the designation of employees as exempt shall be within the sole and exclusive discretion of the City.

Section 2. Leave Without Pay. Represented employees may be granted conditional leave without pay not to exceed one month upon written request of the employee and approval of the City Manager. The City Council may grant a conditional leave without pay not to exceed one (1) year.

Section 3. Unpaid Family Care Leave. Represented employees shall be granted state and/or federal family leave in accordance with applicable state and federal statutes and regulations.

Section 4. Pregnancy Disability Leave. Represented employees shall be granted state and/or federal medical leave in accordance with applicable state and federal statutes and regulations.

Section 5. Military Leave. Represented employees shall be granted state and/or federal military leave in accordance with applicable state and federal statutes and regulations.

Section 6. Bereavement Leave. Represented employees shall be entitled up to three (3) working days paid bereavement leave due to the death of the employee's spouse, parent, brother, sister, child, grandchild, grandparent, aunt, or uncle, or any person related in such capacity to the employee's spouse with approval from his or her department head.

Section 7. Personal Leave. Represented employees may use up to three (3) 100% sick leave days per fiscal year for personal business with their supervisor's prior approval.

ARTICLE XII — AGENCY SHOP

The City and the Association have negotiated an agency shop agreement for all represented employees pursuant to Government Code Section 3502.5 as follows:

Section 1. Agency Shop Defined. As used in this MOU, "agency shop" means an arrangement that requires an employee, as a condition of continued employment, either to join the Association as the recognized employee organization or to pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association.

Section 2. Conscientious Objectors. An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from the following list of three entities: (1) St. Jude's, (2) the American Red Cross, and (3) the Bell Shelter of The Salvation Army. Proof of the payments shall be made by the employee to the City on a monthly basis as a condition of continued exemption from the requirement of financial support to the Association.

Section 3. Financial Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the Association, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by this chapter, or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.

Section 4. Dues Deduction Forms. The City agrees to have agency shop dues deduction from each Association member's first and second paycheck of each month and remit to the Association all such monies as are authorized in writing by the employees using dues deduction authorization forms mutually agreeable to both parties.

Section 5. Indemnification. 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 dues deduction, agency shop, or any provision or obligation set forth in this Article. The City reserves the right to select its own counsel for its defense hereunder at the Association's expense.

ARTICLE XIII — CITY RIGHTS

Section 1. Management Rights. It is understood and agreed that the City retains and is vested with, solely and exclusively, all of its inherent powers, authority, rights, prerogatives, and functions of management, except as expressly modified or restricted by a specific provision of this MOU, or by law, to direct, manage and control its operations to the full extent of the law. Said powers, authority, rights, prerogatives, and functions of management, except as expressly modified or restricted by a specific provision of this MOU or by law, include, but are not limited to, the exclusive rights to the following:

- A. To manage the City generally and to determine issues of policy.
- B. To determine the existence of facts, which are the basis of management decisions.
- C. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
- D. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- E. To determine and/or establish methods of financing.
- F. To determine and change types of equipment or technology to be used.
- G. To determine and change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
- H. To direct the work of employees.
- I. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City as permitted by law.
- J. To establish budget procedures and determine budgetary allocations.

- K. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- L. To determine and change the days and hours when employees shall work.
- M. To determine and change times of operation.
- N. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive, not related to an employee's particular performance.
- O. To establish and modify productivity and performance programs and standards.
- P. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
- Q. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
- R. To determine job classifications and personnel by which government operations are to be conducted.
- S. To hire, transfer, promote, and demote employees for nondisciplinary reasons.
- T. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- U. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- V. To maintain order and efficiency in City facilities and operations.
- W. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with this MOU or the Personnel Rules.
- X. X. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in this MOU.
- Y. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Exceptions. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code, which are incorporated herein by reference in this MOU.

By agreeing to meet and confer with Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

ARTICLE XIV — NO STRIKE — NO LOCKOUT

Section 1. Association's Agreement. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any strike, walkout, slowdown, lockout or any other job action by withholding or refusing to perform services.

Section 2. City's Agreement. The City agrees that it shall not lockout its employees during the terms of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provision of this MOU or applicable ordinance or law.

Section 3. Disciplinary Action. Any employee, who participates in any conduct prohibited in Section 1 above, may be subject to disciplinary action up to and including discharge.

Section 4. Notification Of Violation. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Section 5. Hold Harmless. If the Association performs all of the responsibilities set forth in Section 4 above, its officers, agents, representatives, shall not be liable for damages for prohibited conduct performed by employees who are covered by this MOU in violation of Section 4 above.

ARTICLE XV — GRIEVANCES

Section 1. Grievance Representation. The Association is expressly authorized to represent any of its members in any grievance proceeding filed pursuant to the Bell Civil Service Rules or the Bell Police Department Policy Manual.

Section 2. Grievance Procedure. The parties agree that the grievance procedure outlined in the Bell Police Department Policy Manual shall govern all police department represented employees and shall be the exclusive grievance procedure for the matters subject to grievance as defined therein for those represented employees. The parties agree that for all other represented parties, the grievance procedure outlined in the Bell Civil Service Rules shall be followed except that the City Manager's decision shall be final with no right of appeal to the City Council.

ARTICLE XVI — DISCIPLINARY APPEALS

Section 1. Discipline Procedure. The parties agree that the discipline procedures outlined in the Bell Police Department Policy Manual shall govern all police department represented employees and shall be the exclusive disciplinary procedure and appeal process for such represented employees up through imposition of discipline by the Chief of Police. For all other employees, it shall be the procedure set forth in the Bell Civil Service Rules except that the appeal process therein shall be replaced with the following disciplinary appeal procedure.

Section 2. Disciplinary Appeals. The decision of the Chief of Police or any other department head may be appealed in writing within ten (10) calendar days of receipt of same pursuant to the City's Civil Service Rules and Regulations as adopted by City Council January 3, 1983 except that instead of appealing the decision to a personnel commission for final determination the appeal shall go to the City Manager who shall then refer the appeal out for a binding decision to be heard at his or her discretion by either an administrative law judge from the Office of Administrative Hearings or by an arbitrator selected by the parties from a panel from the State Mediation and Conciliation Service.

- A. If the hearing officer is from the Office of Administrative Hearings, then the assigned administrative law judge shall have jurisdiction to render a binding decision as provided for herein.
- B. If an arbitrator is used from the State Mediation and Conciliation Service, then the parties shall request a panel of seven (7) proposed arbitrators and select one person therefrom by striking names until one remains with the employee striking the first name. The selected arbitrator shall have jurisdiction to render a binding decision as provided for herein.

The hearing officer shall establish a time and place for the hearing. The City Clerk is authorized and empowered to issue all subpoenas necessary to effect discovery and/or to compel the attendance of witnesses at the hearing. All witnesses shall be entitled to witness fees to the same extent as in a civil action in the superior court. The hearing shall not be public unless so requested to be so by the appellant employee. In any event, the hearing officer shall have the authority to exclude witnesses from the hearing.

At the time and place so established, the hearing officer shall proceed to conduct the hearing and to take and consider all relevant evidence. All testimony presented at the hearing shall be sworn testimony. However, the hearing need not be conducted according to technical rules relating to evidence and witnesses; nor shall the provisions of the Administrative Procedure Act be applicable thereto.

The City shall present its case first, including all relevant evidence to support the disciplinary action imposed and it shall have the burden of proving its contentions by a preponderance of the evidence. The City shall have the right to call the appellant employee as a witness at any time during the hearing and treat the appellant employee as a hostile witness for purposes of examination. Unless otherwise incapacitated, the appellant employee shall appear personally at the hearing. Failure of the appellant to appear at the hearing or to be represented shall be deemed a withdrawal of the appeal.

and a waiver of any further rights of hearing or review. All parties shall have the right to file with the hearing officer written legal arguments and to present oral arguments at the conclusion of the hearing.

The City shall pay all administrative costs of the hearing officer. The City shall obtain the services of a certified court reporter to record the hearing. The transcript of the proceedings shall be available to the appellant employee at no cost. Each party, however shall bear their own legal costs, including witness, exhibit and attorneys fees.

The decision of the hearing officer shall be final and conclusive. Any judicial review of such decision shall be governed by the provisions of Code of Civil Procedure section 1094.6.

ARTICLE XVII — EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Bell Civil Service Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE XVIII — EMPLOYEE DEFENSE AND INDEMNIFICATION

Represented employees are entitled to request that the City provide a defense of any civil action or proceeding brought against them, in their official or individual capacity or both, on account of an act or omission in the scope of their employment as an employee of the City pursuant to Government Code Sections 995-996.6. Employees should become familiar with these sections and their rights thereunder. The City shall not afford represented employees any additional defense or indemnity rights or protections other than required by statute or law.

ARTICLE XIX — NEPOTISM POLICY

Section 1. Effective Date. A City nepotism policy was implemented effective July 1, 2005. Such policy shall not apply to full-time employees hired prior to that effective date.

Section 2. The Policy. The nepotism policy is described as follows:

- A. No employee shall be appointed or promoted to a position in any department in which such employee's relative already holds a position, when such employment would result in any of the following:
 - (1) A supervisor-subordinate relationship;
 - (2) The employees' job duties will require performance of shared duties on the same or related work assignment;
 - (3) Both employees will have the same immediate supervisor.

- B. For purposes of this section, "relative" shall mean spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- C. If a City employee marries another person employed by the City of Bell within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.
- D. The City also retains the right to refuse to place both relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflict of interest.
- E. Where the circumstances mandate that two relatives shall not work together, the Personnel Department will attempt to transfer one relative to a similar position in another City department. Although the City will attempt to give consideration to the wishes of the involved parties as to which relative is to be transferred, the controlling factor in determining which relative is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.
- F. If continuing employment of two relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one relative from City employment. Absent resignation by one affected relative, the less senior of the involved relatives will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

ARTICLE XX — SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE XXI — INTEGRATION, MODIFICATION & WAIVER

Section 1. Integration. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and all other prior or existing understandings and agreements by the parties, whether formal or informal, oral or written, regarding the matters covered herein are hereby superseded. The parties acknowledge that the City intends to rescind and/or supersede Resolution No. 2008-05 with this MOU and that more formal action may be taken to do so.

Section 2. Modification. Except as specifically agreed to in this MOU, if during the term of this MOU a new matter or subject within the scope of representation arises that is not contained in this MOU, either party may give the other written notice of a proposed action, and the parties shall agree to meet and confer in good faith to address the matter or subject. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer over any matter within the scope of representation during the term of this MOU. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any way be binding upon the parties hereto unless made and executed in writing by authorized representatives of both the City and the Association.

Section 3. Waiver. Nothing in this MOU is intended to waive any statutory right nor any statutory obligation of either party under any law including, but not limited to, Sections 3500-3511 of the California Government Code, except those rights and obligations that have been expressly modified or restricted by a specific provision of this MOU. Either party's failure to exercise any powers, authority, right, prerogative, or function hereby reserved to it; the exercise of any such power, authority, right, prerogative, or function in a particular way; or the election to meet and confer over any such power, authority, right, prerogative, or function hereby reserved to it, shall not be considered a waiver of that party's right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

ARTICLE XXII — REOPENERS

The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws. The parties also agree to reopen the contract for purposes of updating Title 2 of the Bell Municipal Code, the City's Employer-Employee Organization Relations Resolution, the City's Civil Service Rules and Regulations, and the Bell Police Department Policy Manual.

ARTICLE XXIII — TERM OF THIS MOU

The term of this MOU shall be in full-force and in effect upon City Council adoption from July 1, 2015 through and including December 31, 2016, with successor MOU negotiations commencing no later than July 1, 2016.

ARTICLE XXIV — RATIFICATION AND EXECUTION

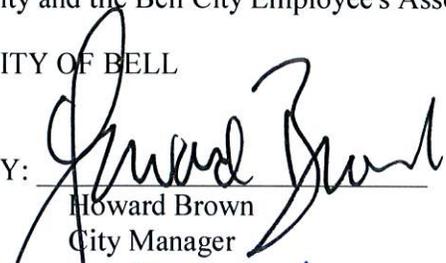
The representatives of the City and of the Association have jointly prepared this Agreement, which has been ratified by the Association and is jointly presented to City Council of the City of Bell for determination along with the parties' Tentative Agreement pursuant to Government Code section 3505.1. The parties acknowledge that this Agreement shall not be in full force and effect until adopted by resolution by the City Council of the City of Bell.

Subject to the foregoing, this Agreement is hereby executed by the authorized representatives of the City and the Bell City Employee's Association and entered into as of this 4th day of April, 2016.

CITY OF BELL

BELL CITY EMPLOYEES ASSOCIATION

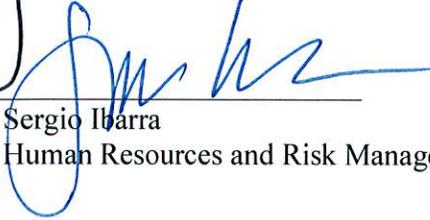
BY:


Howard Brown
City Manager

BY:


Robert Severson
President

BY:


Sergio Ibarra
Human Resources and Risk Manager

BY:


Carlos Chacon
Vice President

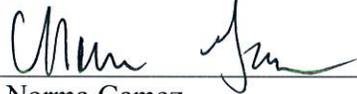
BY:

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

BY:


Ananca Larios
Secretary

BY:


Norma Gamez
Treasurer

BY:


Esbeyda Pimentel
Board Member

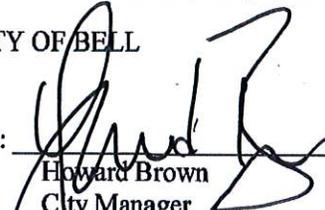
BY:

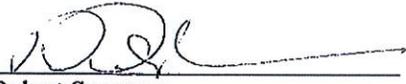

Ericka Perez
Board Member

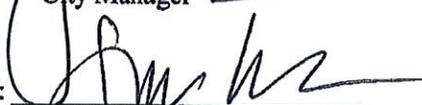
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CITY OF BELL

BELL CITY EMPLOYEES ASSOCIATION

BY: 
Howard Brown
City Manager

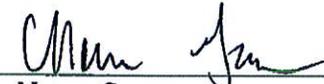
BY: 
Robert Severson
President

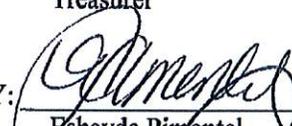
BY: 
Sergio Ibarra
Human Resources and Risk Manager

BY: 
Carlos Chacon
Vice President

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

BY: 
Ananca Larios
Secretary

BY: 
Norma Gamez
Treasurer

BY: 
Esbeyda Pimentel
Board Member

BY: 
Ericka Perez
Board Member

ATTACHMENT "A"

CONFIDENTIAL UNIT

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

PROFESSIONAL UNIT

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

MISCELLANEOUS UNIT

1. Account Clerk
2. Assistant Planner
3. Associate Planner
4. Business License Officer
5. Code Enforcement Officer
6. Code Enforcement Supervisor
7. Community Services Technician
8. Dispatcher
9. Filing Officer
10. Housing Coordinator
11. Housing Rehabilitation Technician
12. Housing Specialist
13. Office Assistant
14. Parking Enforcement Officer
15. Recreation Programmer
16. Recreation Supervisor
17. Senior Code Enforcement Officer
18. Senior Parking Enforcement Officer
19. Senior Recreation Supervisor

ATTACHMENT "B"

**Classification Positions & Salary Ranges effective June 30, 2014
Updated April 13, 2016**

	Step A	Step B	Step C	Step D	Step E
Account Clerk	3,143.84	3,301.03	3,466.08	3,639.38	3,821.37
Administrative Specialist	4,155.36	4,362.40	4,526.78	4,809.77	5,050.10
Assistant City Clerk	4,555.06	4,782.80	5,021.95	5,273.05	5,536.70
Assistant Planner	4,989.07	5,238.47	5,500.39	5,775.58	6,054.35
Associate Planner	5,403.50	5,675.02	5,958.77	6,271.61	6,585.19
Business License Officer	2,715.84	2,851.63	2,994.21	3,143.93	3,301.11
Code Enforcement Officer	3,585.26	3,764.54	3,952.76	4,150.38	4,357.91
Code Enforcement Supervisor	5,704.60	5,989.50	6,288.70	6,603.30	6,933.30
Community Services Technician	3,909.07	4,104.51	4,309.76	4,525.24	4,751.50
Dispatcher	4,077.13	4,280.98	4,495.04	4,719.77	4,955.77
Filing Officer	3,233.47	3,395.14	3,564.91	3,743.14	3,930.29
Housing Coordinator	3,482.20	3,656.29	3,839.11	4,031.07	4,232.62
Housing Rehabilitation Technician	4,591.38	4,820.94	5,061.98	5,315.09	5,580.84
Housing Specialist	5,433.93	5,705.63	5,990.89	6,290.44	6,604.97
Management Analyst	4,555.06	4,782.80	5,021.95	5,273.05	5,536.70
Office Assistant	2,599.31	2,729.29	2,865.76	3,009.04	3,159.49
Office Coordinator	3,966.22	4,164.52	4,372.74	4,591.40	4,820.96
Parking Enforcement Officer	3,585.26	3,764.54	3,952.76	4,150.38	4,357.91
Recreation Programmer	3,482.20	3,656.29	3,839.11	4,031.07	4,232.62
Recreation Supervisor	4,149.96	4,357.46	4,575.33	4,804.09	5,044.30
Senior Accountant	6,537.52	6,864.40	7,207.62	7,568.00	7,946.40
Senior Code Enforcement Officer	5,287.16	5,551.51	5,829.09	6,120.54	6,426.57
Senior Human Resource Analyst	5,238.31	5,500.23	5,775.24	6,064.00	6,367.20
Senior Management Analyst	5,238.31	5,500.23	5,775.24	6,064.00	6,367.20
Senior Parking Enforcement Officer	5,287.16	5,551.51	5,829.09	6,120.54	6,426.57
Senior Recreation Supervisor	5,433.93	5,705.63	5,990.89	6,290.44	6,604.97

EXHIBIT “C”

**CLASSIFICATION SPECIFICATIONS FOR ASSISTANT PLANNER, ASSOCIATE PLANNER
AND HOUSING SPECIALIST**

[ON FOLLOWING PAGES]

CLASSIFICATION SPECIFICATION

CITY OF BELL

ASSISTANT PLANNER

DEFINITION

Performs a variety of professional urban planning duties; provides professional advice and assistance to the public on planning and zoning regulations; prepares and presents planning related reports and studies to the Planning Commission, City Council and other boards or committees; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Assistant Planner: This is the entry-level class in the professional planning flexibly-staffed series. Initially, under direct supervision, incumbents learn the planning, zoning, and related functions administered by the City. Positions at this level are provided on the job opportunities to perform assigned work which is generally limited in scope, and which is performed with a procedural framework. This class is flexibly staffed with Associate Planner and incumbents may advance to the higher-level classification after gaining the knowledge, skills and experience that meet the qualifications, with a demonstrated ability to perform the full range of duties, subject to management approval.

SUPERVISION RECEIVED AND EXERCISED

Assistant Planner - Receives general supervision from higher level supervisory or management staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Performs a variety of professional urban planning duties and provides professional advice and assistance to the public on planning and zoning regulations.
- Confers with, and advises, architects, builders, attorneys, contractors, engineers, and the general public regarding City development policies and standards; provides and clarifies information relative to zoning, general plan compliance, signage, and other issues.
- Reviews Architectural Review Board applications/proposals and works with developers/owners to reach agreement on zoning code conforming site plans, including

a review of the building plans, parcel maps, subdivisions, and lot line adjustments; prepares a staff recommendation report for review and approval.

- Processes commercial, industrial and residential development plans for issuance of zoning clearances and/or permit applications.
- Prepares agendas, staff reports and displays for the Planning Commission, City Council, various committees and advisory boards.
- Prepares studies for General Plan review and zoning/code amendments/updates and ordinances; assists with the implementation and administration of the City's General Plan and development regulations.
- Researches, collects, records, analyzes, interprets, and summarizes statistical and demographic information; makes recommendations on special studies and future policy drafting, including moderate to complex planning reports.
- Reviews and processes applications for Temporary Use Permits, Special Use Permits and other entitlement applications for zoning clearance.
- Participates in coordinating City planning and development related activities with other City departments and with outside agencies.
- Answers questions and provides information to the public.
- Maintains comprehensive, complex and accurate planning related records and files.
- Performs related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education:

Assistant Planner: A Bachelor's degree from an accredited four-year college or university with major coursework in urban planning, or a related field.

Experience:

Assistant Planner: No directly related professional experience is required but related internship experience is desirable.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Assistant Planner positions should possess the foundational knowledge, skills and abilities listed below.

Knowledge of:

- Operations, services and activities of a comprehensive urban planning and development program.
- Principles, practices, policies and procedures related to urban planning and development and zoning administration.
- Techniques and application of statistical analysis as applied to land use, transportation, zoning and master plan studies.
- Site planning and architectural design principles.
- Methods and techniques of conducting research.
- Principles and practices used to apply geographic information systems.
- Methods and techniques of developing complex planning reports and displays, and presentation of same.
- Recent developments, current literature, and sources of information related to planning and zoning.
- Environmental laws and related regulations as they apply to planning and zoning.
- Practices of researching planning issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Modern office methods, practices, procedures and equipment, including computer hardware and software necessary for graphic presentation, mapping and database management.
- Methods and techniques of providing quality customer service to City staff and members of the public
- English usage, grammar, spelling, vocabulary, and punctuation.
- Federal, State, and local laws, ordinances and regulations related to assigned area of responsibility.

Ability to:

- Perform the full range of professional urban planning duties.
- Effectively respond to issues and concerns of the public, Planning Commission, City Council, and other boards and commissions.
- Interpret, apply and explain complex laws, codes, regulations and ordinances.
- Analyze site design, terrain constraints, circulation, land use compatibility, utilities and other urban services.
- Enforce ordinances and regulations effectively and tactfully.
- Prepare clear and concise technical and staff reports, display maps, plans, charts and tables, and business correspondence.
- Assist in the development of planning related policies and procedures.
- Maintain continuous learning on current literature, information sources, and research techniques in the field of urban planning.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner.
- Use sound, independent judgment within established policy and procedural guidelines.
- Communicate clearly and effectively, both verbally and in writing.
- Understand and follow oral and/or written policies, procedures, and instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Ability to obtain and retain a California Class C driver's license by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – frequent standing or sitting for extended periods; frequent walking; occasional driving may be required, depending upon assignment; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. **Lifting** – occasional lifting up to 25 pounds. **Vision** – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. **Dexterity** – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. **Hearing/Talking** - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. **Emotional/Psychological** – frequent decision making and concentration; frequent public contact; occasional working alone.

WORKING CONDITIONS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to inclement weather conditions. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures. Positions may require occasional overtime or weekend work.

(Draft 3/1/2016)

CLASSIFICATION SPECIFICATION

CITY OF BELL

ASSOCIATE PLANNER

DEFINITION

Under direction of the Community Services Director, provides experienced current and advanced planning assistance to the City, exercises independent judgment on a variety of complex planning issues. Exercises independent judgment to develop recommendations on complex long range planning, urban design and redevelopment issues; prepares and presents planning related reports and studies to the Planning Commission, City Council and other boards or committees; performs related work as assigned.

DISTINGUISHING CHARACTERISTICS

Associate Planner: The Associate Planner is the journey level classification in the professional planning series. Incumbents are assigned to, and perform, the full range of planning, zoning, and related functions administered by the City with only occasional instruction or assistance.

SUPERVISION RECEIVED AND EXERCISED

Associate Planner - Receives direction from higher level supervisor or management staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Performs a variety of professional urban planning duties and provides professional advice and assistance to the public on planning and zoning regulations.
- Develops short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
- Confers with, and advises, architects, builders, attorneys, contractors, engineers, and the general public regarding City development policies and standards; provides and clarifies information relative to zoning, general plan compliance, signage, and other issues.
- Provides technical and professional advice; makes presentations to supervisors, boards, commissions, civic groups, and the general public. Provides information on land use applications, ordinances, codes, plans, and related planning programs, services or

regulations to architects, engineers, developers, contractors, owners, community groups, and interested persons.

- Responds to local citizens inquiring about local planning, zoning, building codes enforcement, regulations, and ordinances.
- Prepares a variety of studies, reports, and related information for decision making purposes. Conducts technical research on studies and prepares statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.
- Reviews Architectural Review Board applications/proposals and works with developers/owners to reach agreement on zoning code conforming site plans, including a review of the building plans, parcel maps, subdivisions, and lot line adjustments; prepares a staff recommendation report for review and approval.
- Processes commercial, industrial and residential development plans for issuance of zoning clearances and/or permit applications.
- Prepares agendas, staff reports and displays for the Planning Commission, City Council, various committees and advisory boards.
- Assist in the development and implementation of growth management, land use, economic development, utility, housing, transportation, facilities, solid waste or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements.
- Prepares studies for General Plan review and zoning/code amendments/updates and ordinances; assists with the implementation and administration of the City's General Plan and development regulations.
- Evaluates environmental information and prepares appropriate documents according to the California Environmental Quality Act (CEQA) on behalf of the City as lead agency. Prepares responses on behalf of the City as a responsible agency.
- Reviews and processes applications for Temporary Use Permits, Special Use Permits and other entitlement applications for zoning clearance.
- Participates in coordinating City planning and development related activities with other City departments and with outside agencies.
- Updates a variety of maps. Prepares graphics and maps for a variety of reports, plans, grant applications, publications or meetings.
- Prepares and writes grant application components relating to geographics, maps, plats, site plans or other planning processes.
- Assists in maintaining the City's planning and economic database.
- Manages vendor contracts in the planning division.

- Maintains comprehensive, complex and accurate planning related records and files.
- Performs related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education:

Associate Planner: A Bachelor's degree from an accredited four-year college or university with major coursework in urban planning, or a related field.

Experience:

Associate Planner: Three (3) years of professional experience in planning, zoning and related community development activities.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Associate Planner positions should possess the foundational knowledge, skills and abilities listed below.

Knowledge of:

- Operations, services and activities of a comprehensive urban planning and development program.
- Principles, practices, policies and procedures related to urban planning and development and zoning administration.
- State land use, development, and environmental law, comprehensive planning and zoning, including their formation, adoption, and enforcement.
- Techniques and application of statistical analysis as applied to land use, transportation, zoning and master plan studies.
- Site planning and architectural design principles.
- Methods and techniques of conducting research.
- Principles and practices used to apply geographic information systems.

- Methods and techniques of developing complex planning reports and displays, and presentation of same.
- Recent developments, current literature, and sources of information related to planning and zoning.
- Environmental laws and related regulations as they apply to planning and zoning.
- Practices of researching planning issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Modern office methods, practices, procedures and equipment, including computer hardware and software necessary for graphic presentation, mapping and database management.
- Methods and techniques of providing quality customer service to City staff and members of the public
- English usage, grammar, spelling, vocabulary, and punctuation.
- Federal, State, and local laws, ordinances and regulations related to assigned area of responsibility.

Ability to:

- Perform the full range of professional urban planning duties.
- Effectively respond to issues and concerns of the public, Planning Commission, City Council, and other boards and commissions.
- Interpret, apply and explain complex laws, codes, regulations and ordinances.
- Analyze site design, terrain constraints, circulation, land use compatibility, utilities and other urban services.
- Enforce ordinances and regulations effectively and tactfully.
- Prepare clear and concise technical and staff reports, display maps, plans, charts and tables, and business correspondence.
- Assist in the development of planning related policies and procedures.
- Maintain continuous learning on current literature, information sources, and research techniques in the field of urban planning.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner.
- Use sound, independent judgment within established policy and procedural guidelines.
- Communicate clearly and effectively, both verbally and in writing.
- Understand and follow oral and/or written policies, procedures, and instructions.

- Establish and maintain effective working relationships with those contacted in the course of work.

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Ability to obtain and retain a California Class C driver's license by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – frequent standing or sitting for extended periods; frequent walking; occasional driving may be required, depending upon assignment; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. Lifting – occasional lifting up to 25 pounds. Vision – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. Dexterity – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. Hearing/Talking - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. Emotional/Psychological – frequent decision making and concentration; frequent public contact; occasional working alone.

WORKING CONDITIONS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to inclement weather conditions. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures. Positions may require occasional overtime or weekend work.

(Draft 3/1/2016)

CLASSIFICATION SPECIFICATION

CITY OF BELL

HOUSING SPECIALIST

DEFINITION

To design, develop, implement, maintain, operate and evaluate existing and proposed low-income housing, mobilehome park operations, and community development programs. Performs a variety of field and complex administrative support duties related to the city's affordable housing programs; develops policies and procedures manuals; performs progressively more difficult and complex assignments under the guidance of the senior management. Performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from higher level supervisory and management staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Develops and administrates policies and procedures, interprets and applies pertinent provisions of program rules and regulations and counsel applicants on same; evaluates conformance with established rules and regulations and take corrective action regarding violations.
- Conducts initial and annual interviews with homeowners; determine initial and ongoing eligibility for affordable housing programs; manage the assigned caseload and develop and maintain accurate and up-to-date manual and automated case files.
- Collects, compiles, and analyzes cartographic, statistical, narrative data on the City's housing programs.
- Negotiates, prepares, administers, and monitors contracts in the Bell Housing Authority and CDBG programs.
- Creates, administers and maintains databases to monitor contract funding and expenditure standards including administrative expenditures related to direct/indirect expenses.
- Prepares leases, bid proposals, payment schedules, and other documents.
- Monitors construction costing, disbursements, and inspections for Housing and CDBG programs.

City of Bell
Classification Specification
Housing Specialist

- Assists with comprehensive multi-year plans, annual funding programs, grant applicants, technical reports and correspondence to federal and state agencies.
- Assists with staff reports for the City Council acting as the Bell Housing Authority board.
- Attends and/or drafts notices for public meetings, committee, regional planning groups or interdepartmental working groups.
- Creates and maintains minutes for public meetings, committees, or interdepartmental working groups, and develops responses to public issues.
- Develops orientation sessions for qualified applicants from a broad spectrum of socio-economic backgrounds, interpret and explain rules, regulations, policies and procedures for the City's affordable housing program.
- Reviews ownership documents for accuracy and sufficiency and ensure the documents are in accordance with Federal and State rules and regulations and local policies and procedures.
- Coordinates with the Community Development/Building Department to conduct initial inspection of dwellings against Housing Quality Standards; advises owners of deficiencies; coordinates re-inspection of dwellings as applicable.
- Solicits bids from qualified contractors to perform the housing rehabilitation projects; analyze bids and prepare bid comparison and estimates; works with applicant to select contractor; prepares contracts and coordinate with contractor to perform the work.
- Ensures program activities are in compliance with Federal, State, and local laws, regulations, codes and guidelines.
- Prepares the budget for assigned program area; monitors budget expenditures and provides recommendations on how to resolve any variances.
- Determines the necessary materials, equipment and staffing needed to implement program activities.
- Undertakes program marketing activities by developing flyers, calendars, newsletters, and other promotional materials to inform the residents.
- Works with community groups and residents in the development and coordination of the program;
- Prepares financial reports related to program participation and revenues.
- Leads program activities with other government and community agencies.
- Monitors and evaluates the effectiveness of the existing program, and recommends improvements or modifications.
- Promotes safety in working and living environments.
- Performs related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education:

High School Diploma or GED. An Associate Arts Degree or a Bachelor's of Arts Degree is desirable.

Experience:

Two (2) years of work experience in a housing rehabilitation or other Community Development Block Grant (CDBG) program or case management program or a closely related environment. Experience with Los Angeles County Community Development Commission (LACDC) programs, computer system and processes is highly desirable. Certified Property Manager (C.P.M.) designation from the Institute of Real Estate Management desirable.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Government housing rules and regulations, effective interviewing, and negotiation techniques; and case management techniques.
- Licensing requirements for contractors working on CDBG funded projects.
- Applicable Mobilehome park, Federal, State, and local laws, and regulations
- LACDC and City bidding requirements.
- City purchasing processes.
- Operational characteristics of equipment and materials used in assigned program area.
- Principles, practices, methods, techniques and service delivery needs for assigned program area.
- Principles and practices of program administration including budgeting.
- Principles, practices, methods, techniques, procedures, and service delivery needs related to the program area to which assigned.
- Community demographics.
- Safety principles and practices, including basic first aid and health/hygiene.
- Principles of complex record keeping.
- Modern office practices, methods and computer equipment including specialized applications.

- Business arithmetic and basic statistical techniques.
- Methods and techniques of providing quality customer service to City staff and members of the public.
- Applicable Federal, State and local laws, regulations, codes and guidelines related to the program area and facilities to which assigned.

Ability to:

- Manage a heavy case load.
- Apply and explain program rules, regulations, policies, and procedures.
- Work effectively with frequent interruptions.
- Read a variety of reports and determine the needs of each individual project.
- Obtain three bids for each project, prepare bid comparisons, create and execute contracts.
- Process invoices, apply account codes, ensure payment is made to contractors.
- Plan, coordinate and implement assigned program.
- Evaluate assigned program effectiveness and make adjustments as needed.
- Effectively interact with homeowners from diverse ethnic and socio-economic backgrounds.
- Prepare budgets and reports on program activities.
- Maintain and update a variety of files and records.
- Organize own work, set priorities and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Maintain open communication and follow-up with contractors.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Communicate clearly and effectively, both verbally and in writing in both English and Spanish.
- Understand and follow oral and/or written policies, procedures, and instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Must possess and maintain a valid California Class C driver's license and a satisfactory driving record. Individuals who do not meet this requirement due to a disability or personal choice, will be reviewed on a case by case basis.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – work in a standard office and recreational facility setting, use standard office equipment, including a computer; frequent sitting for extended periods; frequent walking; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. **Lifting** – occasional lifting up to 50 pounds. **Vision** – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. **Dexterity** – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. **Hearing/Talking** - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. **Emotional/Psychological** – frequent decision making and concentration; occasional public contact; occasional working alone.

WORKING CONDITIONS

Employees may be required to work various day and evening shifts, as assigned. Work is performed in an office and/or recreational facilities environment or outdoors in a variety of weather and temperature conditions with moderate noise levels, and no direct exposure to hazardous physical substances. Incumbents are required to wear appropriate attire for the work activity to which they are assigned. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

(Draft 03/11/2016 v2)