

Side Letter of Agreement  
Between the City of Bell Gardens and  
Bell Gardens Public Works Supervisors Association

This side letter of agreement ("Agreement") memorializes an agreement entered into between the City of Bell Gardens ("City") and the Bell Gardens Public Works Supervisors Association ("BGPWSA") (collectively "Parties") with respect to the following:

**WHEREAS**, the Parties entered into a Memorandum of Understanding with a term of July 1, 2018 to June 30, 2019 (MOU); and

**WHEREAS**, the Parties have met and conferred pursuant to the Meyers-Milias-Brown Act and agree that the terms set forth in this side letter agreement shall be incorporated into the MOU; and

**WHEREAS**, all other terms and conditions of the MOU shall remain in full force and effect.

**NOW THEREFORE**, the Parties have agreed to the following:

1. Term – July 1, 2019 to April 17, 2021.
2. Temporary Reduction of Base Salary and Furlough Leave Bank – There shall be a temporary base salary decrease of 7.5% effective the first full pay period after the ratification of the agreement. On April 17, 2021, by 11:59 pm, salary will revert to the level immediately prior to the ratification of the Agreement. During the term of the Agreement only, effective the first full pay period after the ratification of the agreement, the overtime rate for overtime hours shall be 1.62 (instead of 1.5) times the rate of pay. On April 17, 2021, by 11:59 pm, such overtime rate shall cease and revert back to the rate immediately prior to the ratification of the Agreement. During the term of the Agreement only, effective the first full pay period after the ratification of the agreement, members shall receive 6 hours of furlough leave for every 80 hours worked to be placed in a furlough leave bank. Such providing of furlough leave shall cease upon the expiration date of the Agreement. The furlough leave hours are non-transferrable. In July of 2021 the City shall cash out the value of the remaining furlough leave or upon termination of employment. Use of furlough leave shall be governed by vacation leave use requirements.
3. Suspension of Leave Cash Outs – All leave time to cash and deferred compensation plan conversions for Vacation Accrual (Article III, Section E – Cash Distribution of Accumulated and Earned Leave Time) and Sick Leave (Article III, Section D. 3) shall be temporarily suspended during the term of the Agreement only. On April 17, 2021, by 11:59 pm, all cash outs shall automatically resume as previously provided in the MOU.
4. Suspension of Accrual Cap on Vacation – The 240 hour vacation leave accrual cap as provided by the City's Personnel Rules and Regulations (Section 10.02 – Vacation Accrual) shall be temporarily suspended during the term of the Agreement only. On April 17, 2021, by 11:59 pm,

the City shall have the option at its sole discretion to: (1) cash out vacation leave accrued in excess of 240 hours, (2) transfer vacation leave accrued in excess of 240 hours to the furlough leave bank, or (3) allow for continued suspension of the 240 hour vacation leave accrual cap to date to be solely determined by the City.


5. During the term of this Agreement only, the City agrees to not increase the percentage rate of the current employee contribution for class member or PEPRAs employees (above 50% of normal cost) to CalPERS for the CalPERS Employee Retirement Contribution (Article IV, Section A – Retirement Contributions.)
  
6. Parity Agreement - If any other bargaining unit receives an across the board base increase, then this unit shall have the option to implement the same; if another employee bargaining unit is subject to cost savings during this same time period that are less than the equivalent of cost savings agreed to with the Association, then the Association may reopen the MOU, and the City agrees to provide the value of the equivalent lesser cost savings to the Association.

FOR THE BGPWSA AND CITY OF BELL GARDENS:

I agree on behalf of the BGPWSA:

  
\_\_\_\_\_  
First & Last Name      Date  
President                      10/13/2020

I agree on behalf of the City:

  
\_\_\_\_\_  
Mike O'Kelly              Date  
City Manager              10/13/2020