

Side Letter of Agreement
Between the City of Bell Gardens and
Bell Gardens Police Officers Association

This side letter of agreement ("Agreement") memorializes an agreement entered into between the City of Bell Gardens ("City") and the Bell Gardens Police Officers Association ("BGPOA") (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 entered into a side letter of agreement on or around May 14, 2020; 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 supersede and replace the terms set forth in the May 14, 2020 side letter of agreement and shall also 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 March 6, 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. Upon the expiration date of the Agreement, 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 "Regular Rate of Pay." Upon the expiration date of the Agreement, 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. After the cash out of the value of the remaining furlough leave in July of 2021, the comp time bank shall be increased to a maximum of 250 hours.
4. Suspension of Leave Cash Outs – All leave time to cash and deferred compensation plan conversions for Vacation Accrual (Article IX, Section 3 – Vacation Cash Out) and Sick Leave

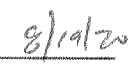
(Article XXIV, Section 1) ("cash outs") shall be temporarily suspended during the term of the Agreement only. Upon the expiration date of the Agreement, all cash outs shall automatically resume as previously provided in the MOU.

5. 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. Upon the expiration date of the Agreement, 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.
6. If another association or employee group of the City of Bell Gardens receives new or more favorable benefits/terms, said term/benefit shall automatically and immediately be granted to the BGPOA.
7. During the term of the Agreement only, the City agrees to not increase the percentage rate of the current employee contribution for classic member or PEPRA employees to CalPERS for the CalPERS Employee Retirement Contribution (Article IV, Section 6 – CalPERS Employee Retirement Contributions).

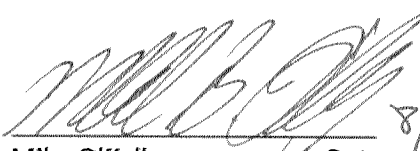
FOR THE BGPOA AND CITY OF BELL GARDENS:

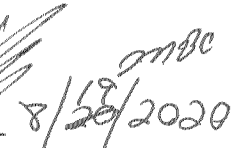
I agree on behalf of the BGPOA:


Luis Isarraraz
President


Date

I agree on behalf of the City:


Mike O'Kelly
City Manager


Date