

Side Letter of Agreement
Between the City of Bell Gardens and
Bell Gardens Police Management Association (BGPMA)

This side letter agreement (“Agreement”) memorializes an agreement entered into between the City of Bell Gardens (“City”) and the Bell Gardens Police Management Association (“BGPMA”) – collectively “Parties” with respect to the following:

1. **Term:** November 1, 2020 to July 10, 2021 (8 month duration)
2. **Temporary Reduction of Health Benefit Contributions and Furlough Leave Bank –**
There will be a reduction of City Health Benefit contributions equal to 7.5% of base salary, effective the first full pay period after the ratification of the agreement. Upon the expiration date of the Agreement, City Health Benefit Contributions will revert to the level immediately prior to the ratification of the Agreement. During the term of the Agreement only, members shall receive 4 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 nontransferable. 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. **Compensatory Time Bank Increase –** 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. All accrued leave time shall be paid off by the City upon separation or termination of employment.
4. **Administrative Leave Bank Increase –** Employees provided with Administrative Leave shall accrue 40 hours of leave annually. Employees shall be allowed to carry over no more than 80 hours of accumulated time into a new fiscal year. At the end of each year the employee shall be paid off by the City all accrued but unused leave time off-hours in excess of 40 hours.
5. **Suspension of Leave Cash Outs –** All leave time to cash and deferred compensation plan conversions for Vacation Accrual (Article XXI, Vacation Leave Buy Out) and Sick Leave (Article XXII, Sick Leave Buy Out) 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 Memorandum of Understanding (MOU).
6. **Accrual Cap on Sick Leave -** The 720 hour sick leave accrual cap as provided by the City’s Personnel Rules and Regulations (Section 11.06 – Sick Leave Payment for Unused Sick Leave) shall be temporarily increased to 816 hours during the term of the Agreement only. Upon the expiration date of the Agreement or termination of employment, the City shall have the option at its sole discretion to: (1) cash out sick leave accrued in excess of 816 hours, or (2) transfer sick leave accrued in excess of 816 hours to the furlough leave bank.
7. **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 or termination of employment, the City shall have the option at its sole discretion to:

(7.1) cash out vacation leave accrued in excess of 240 hours,


(7.2) transfer vacation leave accrued in excess of 240 hours to the furlough leave bank, or

(7.3) allow for continued suspension of the 240-hour vacation leave accrual cap to date to be solely determined by the City.

8. If another association or employee group of the City of Bell Gardens receives new or more favorable benefits/terms, then said term/benefit shall automatically and immediately be granted to the BGPMA.

FOR THE BGPMA AND CITY OF BELL GARDENS:

I agree on behalf of the BGMA:

 10-26-20

Paul Camacho Date

I agree on behalf of the City:

 10/26/2020

Mike O'Kelly Date City Manager

 10/26/2020

Angelo Sinisi Date