

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

This side letter of 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:

**WHEREAS**, the Parties entered into a Memorandum of Understanding with a term of July 1, 2016 to June 30, 2018 (MOU); and

**WHEREAS**, the Parties entered into a side letter of agreement on or around April 1, 2021; 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 October 26, 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 – April 4, 2021 – July 10, 2021
2. Health Benefit Contributions – Health Benefit Contributions will revert to level in effect prior to side letter Agreement adopted by Resolution 2020-93.
3. Furlough Leave – Furlough leave accrual shall cease and balance of furlough leave shall be paid out April 2021.
4. Compensatory Time Bank – After the cash out of the value of the remaining furlough leave in April 2021, the comp time bank cap shall be increased to a maximum of 250 hours. All accrued compensatory time shall be paid off by the City upon separation or termination of employment.
5. Administrative Leave Bank – 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.

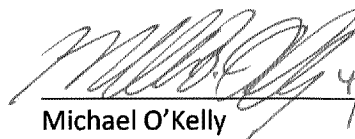
6. Accrual Cap on Sick Leave – The sick leave accrual cap shall revert to 720 hours. The City shall cash out sick leave accrued in excess of 816 hours (per Resolution No. 2020-93) up to 96 hours in April 2021. Sick Leave accrued shall be paid off by the City upon separation or termination of employment per the Personnel Rules and Regulations (Section 11.06 Payment for Unused Sick Leave).
7. Floating Holiday – The City shall allow floating holiday leave accrued in Fiscal Year 20-21 to carry over into Fiscal Year 21-22.
8. Suspension of Accrual Cap on Vacation – The 240 hour cap as provided by the City’s Personnel Rules and Regulations (Section 10.02 – Vacation Accrual) shall be temporarily suspended during the term of Agreement only. All accrued vacation time shall be paid off by the City upon separation or termination of employment. On June 30, 2021, the City shall have the option at its sole discretion to: (1) cash out vacation leave accrued in excess of 240 hours, (2) maintain vacation leave accrued in excess of 240 hours in the vacation bank, or (3) allow for continued suspension of the 240 hour vacation leave accrual cap to date to be solely determined by the City.

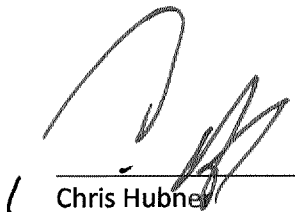
FOR THE BGPMA AND CITY OF BELL GARDENS:

I agree on behalf of the BGPMA:

I agree on behalf of the City:

  
Paul Camacho                      5-11-21  
Date

  
Michael O'Kelly                      4/15/2021  
City Manager                      Date

  
Chris Hubner                      5/11/21  
Date