

RESOLUTION NO. 2021-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELL GARDENS THE CITY OF BELL GARDENS POLICE OFFICERS ASSOCIATION (“BGPOA”)

WHEREAS, the representatives of the City and the Bell Gardens Police Officers Association have engaged in multiple meet and confer sessions and did so in good faith and in compliance with Government Code §§ 3500 et. seq. as regards to efforts to negotiate a successor to the 2018-2019 Memorandum of Understanding (MOU); and

WHEREAS, representatives of the City and the Bell Gardens Police Officers Association have agreed upon a successor to the 2018-2019 Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. Unless otherwise indicated in this Resolution, the following terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Officers Association, shall be adopted and implemented prospectively with City Council passage, approval and adoption of the 2021-2023 MOU attached hereto as Exhibit 2 (“MOU”). The provisions in the actual adopted MOU shall prevail over any conflicts between the MOU provisions and the provisions in this Resolution.

SECTION 3. The terms and conditions of employment for those employees in the unit represented by the Bell Gardens Police Officers Association, and which shall be incorporated into Exhibit 2, are:

1. The term of the agreement will be July 1, 2021 to June 30, 2023.
2. All classifications within this bargaining unit shall receive base salary adjustments as follows:
 - Effective the first full pay period following July 1, 2021: 4% base salary increase
 - Effective the first full pay period following July 1, 2022: 4% base salary increase
3. Article XII. Health Insurance - Section 9. Employees hired on or after October 1, 2021, shall receive a maximum City-funded health insurance (medical, dental and

vision) contribution amount that is capped at the premium rates of Kaiser HMO, Delta HMO and VSP for the employee and their qualified dependent(s).

4. Article XXVI. Compensatory Time – Each employee shall be allowed to accrue up to a maximum of 250 hours of compensatory time off, but no employee shall be allowed to carry more than 125 hours of compensatory time into a new fiscal year. At the end of the fiscal year the employee shall be paid off by the City all accrued but unused compensatory time off-hours in excess of 125.

Comp time shall be paid down to 125 hours the first full pay period following ratification of this agreement.

5. Vacation Accrual Cap – Accumulated vacation leave in excess of 240 hours will be paid out in December 2021. Effective March 2022, vacation accrual cap shall revert to 240 hours in accordance with Personnel Rules & Regulations Section 10.02 Vacation Accrual. Vacation Cash Out will resume per POA MOU Article IX. Section 3.
6. Sick Leave / Buy Out – All accumulated sick leave in excess of 720 hours shall be paid out in December 2021. After excess leave is paid out in December 2021, Sick Leave “Buy Out” will resume per POA MOU Article XXIV. Sick Leave, Section 1.
7. Amend Article VIII. Holidays as follows:

Section 1. Holiday In-Lieu Pay - Effective the first full pay period following ratification of this agreement, employees represented by the Association, shall be paid at regular rate, each biweekly payroll one twenty sixth (1/26) of the total holiday hours earned for the year equivalent to 12 holidays annually (i.e. 120 hours for 4/10 schedule; or 144 hours for 3/12 schedule).

Section 2. Floating Holidays

Effective July 1, 2022, all employees represented by the Association shall receive two (2) Floating Holidays each fiscal year. Each floating holiday shall be equal to a unit member’s work day.

Floating holidays must be taken prior to June 30th of each year in which they are accrued. If the employee does not take the time off, it will not roll over into the next fiscal year. Floating holiday time has no cash value and will not be cashed out upon separation.

8. “Me Too” Clause – During the term of the agreement, the parties may reopen the MOU and convene the meet and confer process only as to economic terms if the POA reasonable considers that another bargaining unit of the City received more favorable economic terms in an MOU agreed upon during the term of the agreement.

SECTION 4. The City Council hereby approves and adopts the 2021-2023 Memorandum of Understanding attached to the Staff Report as Exhibit 2.

SECTION 5. Subject to all applicable laws, the City Council hereby authorizes the City Manager to execute the MOU and all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 6. The City Clerk shall attest and certify to the passages and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.


PASSED, APPROVED, and ADOPTED this 11th day of October, 2021.

THE CITY OF BELL GARDENS



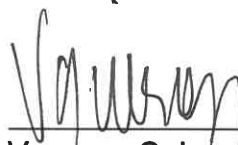
Marco Barcena, Mayor

APPROVED AS TO FORM:



Rick Olivarez
City Attorney

ATTEST:



Vanessa Quiroz
Acting City Clerk

Resolution No. 2021-80

I, VANESSA QUIROZ, Acting City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2021-80** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on **Monday, October 11, 2021** and was approved and passed by the following vote:

AYES: Council Members Chavez, Cortez, Flores; Mayor Barcena;
NOES: None
ABSENT: Mayor Pro Tem Pulido
ABSTAIN: None



Vanessa Quiroz
Acting City Clerk