

RESOLUTION NO. 2021-107

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 PUBLIC WORKS EMPLOYEES ASSOCIATION (“BGPWEA”)

WHEREAS, the representatives of the City and the Bell Gardens Public Works Employees 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 2016-2018 Memorandum of Understanding (MOU); and

WHEREAS, representatives of the City and the Bell Gardens Public Works Employees Association have agreed upon a successor to the 2016-2018 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 Public Works Employees Association, shall be adopted and implemented prospectively with City Council passage, approval and adoption of the 2021-2023 MOU attached hereto as Exhibit 4 (“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 Public Works Employees Association, and which shall be incorporated into Exhibit 4, 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 VI. Health Insurance Premium Contribution Caps - Section B. Employees hired full-time on or after January 1, 2022, 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 III. Section E. Sick Leave – All accumulated sick leave in excess of 500 hours shall be paid out in December 2021. After excess leave is paid out in December 2021, Sick Leave “Buy Out” will resume as outlined in PWEA MOU Article III, Section E.
5. Article III. Section G. Vacation Leave Buy Out /Accrual Cap – Accumulated vacation leave in excess of 160 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 Buy Out will resume per PWEA MOU Article III Section G.
6. Article IV. Section E. Uniform Allowance – Four sets of uniforms will be issued twice a year to employees covered by the Association.
7. Article IV. Section G. Specialized Certificate Compensation – Addition of three (3) qualifying certifications: Irrigation / Backflow, Traffic Safety / Traffic Control, and Forklift Operator. In no case, shall any affected unit member simultaneously receive compensation for more than three (3) specialized certificates, rendering the maximum monthly gross specialized certificate payment to be in the amount of one hundred fifty (\$150) per month.
8. Education Incentive – Education incentive addendum that the incentive pays for the degrees are not cumulative and would be paid for the degree(s) above the minimum job requirement.
9. Article VIII. Optional Limited “Me Too” Clause – If during the term of this agreement, any bargaining unit including the unrepresented unit receives an across-the-board bonus paid out of the American Recovery Plan Act funds, the members of this bargaining unit shall have the option to elect to receive that bonus as well. The option must be exercised within 60 days of the bonus payment becoming known to the Association.


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

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 13th day of December, 2021.


THE CITY OF BELL GARDENS




Marco Barcena, Mayor

APPROVED AS TO FORM:

ATTEST:

 on behalf of

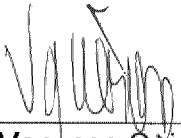
Rick Olivarez
City Attorney



Vanessa Quiroz
Acting City Clerk

I, VANESSA QUIROZ, Acting City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2021-107** was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on **Monday, December 13, 2021** and was approved and passed by the following vote:

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



Vanessa Quiroz
Acting City Clerk

