

RESOLUTION NO. 2022-31

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

WHEREAS, the parties entered into a Memorandum of Understanding (MOU) with a term of July 1, 2021 to June 30, 2023; and

WHEREAS, the MOU at Article VIII, Section 1 Holiday In-Lieu Pay states that effective the first full pay period following ratification of this agreement, employees represented by the Association shall be paid at the employee’s base hourly rate each biweekly payroll one twenty sixth (1/26) of the total holiday hours earned for the year equivalent to 12 holidays {120 hours (4/10 schedule) or 144 hours (3/12 schedule)} annually; and

WHEREAS, the parties seek to amend the MOU in a limited manner by allowing for opt out of holiday in-lieu pay and earning of holiday leave; and

WHEREAS, all other terms of the MOU shall remain in effect.

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 Side Letter Agreement attached hereto as Exhibit 2 (“Side Letter Agreement”).

SECTION 3. The parties have agreed to amend Article VIII, Section 1. Holiday In-Lieu Pay of the MOU to now read as follows:

Section 1. Holiday In-Lieu Pay and Holiday Leave

At the end of the calendar year (i.e. year 1), and prior to the beginning of the next calendar year, employees must make an irrevocable election as to whether to receive either: A) Holiday In-Lieu Pay; or B) Holiday Leave, for the next calendar year (i.e. year Employees shall make the irrevocable election by submitting a completed City issued form within two weeks of the City’s issuance of the form. Upon submission of the form, the employee’s election is irrevocable, and will be final and remain in effect for the entirety of the subsequent calendar year. If an employee fails to submit the form to

the City by the deadline stated in the form, the election made by the employee in the previous calendar year shall apply to the subsequent calendar year.

A) Holiday In-Lieu Pay

Employees represented by the Association shall be paid at the employee's base hourly rate each biweekly payroll one twenty sixth (1/26) of the total holiday hours earned for the year equivalent to 12 holidays {120 hours (4/10 schedule) or 144 hours (3/12 schedule)} annually.

B) Holiday Leave

Employees represented by the Association may opt out of the holiday in-lieu pay and elect to **earn** holiday leave each month. Employees will earn 10 or 12 hours per month depending on work schedule. The total holiday hours earned for the calendar year is the equivalent to 12 holidays {120 hours (4/10 schedule) or 144 hours (3/12 schedule)}.

These hours earned ("holidays") are in lieu of legal holidays or other holidays. Use of such holidays shall be in increments of full workdays and subject to advanced approval.

Holiday leave may not be carried over from one calendar year to a succeeding calendar year. Unused holiday leave shall be paid out at the end of the calendar year at the employee's base hourly rate.

Under no circumstances shall holiday-in-lieu pay or holiday leave exceed the equivalent of 12 holidays per year. Holiday leave earned shall be capped at 120 hours or 144 hours depending on work schedule. If the maximum accrual is reached, the affected employee shall cease to accrue holiday leave until such bank is reduced below the maximum accrual amount.

At the time of hire, new hires will make an irrevocable election on whether to receive holiday-in-lieu pay or holiday leave during the remainder of the calendar year. The new hire must also make an irrevocable election at the end of the calendar year on whether to receive holiday-in-lieu pay or holiday leave during the subsequent year.

Current unit members will be afforded the opportunity to "opt out" of holiday-in-lieu pay beginning the first full month following ratification of this agreement. This election will be final and irrevocable for the remainder of the calendar year of the ratification of this agreement. Thereafter, in subsequent calendar years, employees must make an irrevocable election at the end of each calendar year as described in the process above.

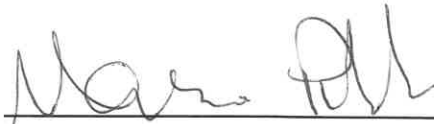
SECTION 4. The City Council hereby approves and adopts the Side Letter Agreement attached to the Staff Report as Exhibit 2.

SECTION 5. Subject to all applicable laws, the City Council hereby authorizes the City Manager to execute the Side Letter Agreement 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 April, 2022.

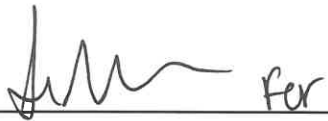
THE CITY OF BELL GARDENS



Maria Pulido, Mayor

APPROVED AS TO FORM:

ATTEST:



Rick Olivarez
City Attorney



Jane Halstead
City Clerk

I, JANE HALSTEAD, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council **Resolution No. 2022-31** was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on **Monday, April 11, 2022** and was approved and passed by the following vote:

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



Jane Halstead
City Clerk