

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

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

**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;

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

**NOW THEREFORE**, 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 2).

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.


FOR THE ASSOCIATION AND CITY OF BELL GARDENS:

I agree on behalf of the Association:

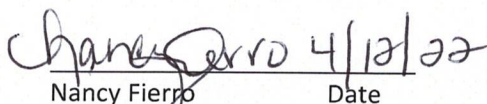
I agree on behalf of the City:

 4/12/22

Daniel Ramirez                      Date  
BGPOA President

 4/12/2022

Michael O'Kelly                      Date  
City Manager

 4/12/22

Nancy Fierro                      Date  
BGPOA Vice President