

**SIDE LETTER AGREEMENT  
BETWEEN  
THE GARDENA MANAGEMENT EMPLOYEES ORGANIZATION  
AND  
THE CITY OF GARDENA**

The Gardena Management Employees Organization ("GMEO") and the City of Gardena ("City"), having previously negotiated and executed a Memorandum of Understanding ("MOU") for the period of February 1, 2012 to December 31, 2019, do hereby agree and adopt this Side Letter Agreement as follows:

WHEREAS, the COVID-19 pandemic has created an unforeseen and severe economic impact on the City;

WHEREAS, the City has explored various options to save costs for the City's personnel costs;

WHEREAS, the Parties met and conferred and have agreed to extend the MOU with a reduction in pay, freezes in step increases and deferring some cash outs of accrued leave.

THEREFORE, the Parties hereby agree to the following:

**MOU TERM**

The term of the MOU between GMEO and the City is extended to June 30, 2021.

**REDUCTION IN SALARY**

Although the City has not required GMEA positions fully funded by the GTRANS Fund to take any furlough days, GMEO is willing to agree to the City's requested temporary pay reductions as follows:

1. Effective the first full pay period after July 1, 2020, employees in the following positions: (1) Transit Operations Supervisor; (2) Transit Training and Safety Supervisor; (3) Facilities Maintenance Supervisor; (4) Principal Civil Engineer; and (5) Parks Maintenance Superintendent, shall receive a temporary reduction of 5% in their base salary.

These employees shall be scheduled to work 76 hours per pay period. Department Heads have the discretion to set the employee's work schedule, but shall not have employees scheduled for more than 76 hours in a pay period. If an employee works beyond their work schedule, the employee is not entitled to overtime because they are FLSA-exempt employees.

2. Effective the first full pay period after July 1, 2020, all employees not listed in Paragraph 1 above shall receive a temporary reduction of 10% in their base salary.

Any employees not listed in Paragraph 1 above shall be scheduled to work 72 hours per pay period. Department Heads have the discretion to set the employee's work schedule, but shall not have employees scheduled for more than 72 hours in a pay period. If an employee works beyond their work schedule, the employee is not entitled to overtime because they are FLSA-exempt employees. The practice of the parties regarding bidding shifts by seniority and not splitting shifts remains unchanged.

The temporary salary reductions shall expire on June 30, 2021 and employees' salaries shall automatically revert to their pre-salary reduction schedules and pay.

### STEP INCREASES

Effective July 12, 2020, the Parties agree that all step increases pursuant to Article II, Section 1, will be temporarily suspended. The temporary suspension of Step Increases shall automatically expire on June 30, 2021.

### EMPLOYEE SICK LEAVE

Effective July 12, 2020, the Parties agree to suspend any conversion of unused sick leave to cash or time off pursuant to Article IV, Section 9, of the MOU.

The employee shall still have the right to convert sick leave upon separation.

The employee shall still have the option of applying unused sick leave to his/her CalPERS account up to the limits set by CalPERS.

### VACATION

Effective July 12, 2020, the Parties agree to suspend any payment of vacation accruals in excess of the maximum allowable number pursuant to Article IV, Section 12, of the MOU. Maximum allowable accrual caps are removed until June 30, 2021.

The employee shall still have the right to vacation pay-off upon separation. However, the maximum vacation accrual pay-off upon separation from the City of Gardena shall remain 500 hours. In agreeing to this, GMEO and its members expressly waive the provisions of Labor Code 227.3.

### PARITY CLAUSE

The City agrees to notify GMEO if any of the labor concessions provided by Management, Confidentials, or GMEA (including but not limited to furloughs, pay reductions, freezing of step increases, and/or deferral of vacation and/or sick leave buybacks) are reinstated, in whole or in part, before June 30, 2021 and meet and confer with GMEO regarding applying an equivalent adjustment.

Except as provided herein, all other terms and conditions of the current GMEO MOU will remain in effect through June 30, 2021.

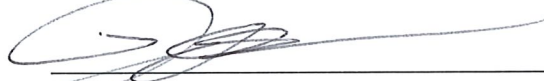
#### **CITY OF GARDENA**



CLINT OSORIO  
City Manager

Date: 7/9/2020

#### **GARDENA MANAGEMENT EMPLOYEES ORGANIZATION**



DONNY HARRIS  
GMEO President

Date: 7-9-2020

7/9/2020

KEVIN THOMAS  
GMEO Vice President

Date: 