

**SIDE LETTER AGREEMENT #2
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

Effective November 16, 2020, temporary salary reductions shall be lifted for all bargaining unit members. All other terms and conditions of this Side Letter will remain in full force and effect.

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: 12/10/20

**GARDENA MANAGEMENT EMPLOYEES
ORGANIZATION**



DONNY HARRIS
GMEO President

Date: 11.19.2020



KEVIN THOMAS
GMEO Vice President

Date: 11/19/2020