

SIDE LETTER OF AGREEMENT
City of Gardena
and
Gardena Police Officers Association
June , 2020

The City of Gardena (City) and the Gardena Police Officers Association (GPOA) enter into this Side Letter of Agreement and hereby agree to the following:

1. In August 2019, the City of Gardena and the Gardena POA (hereinafter the "Parties") entered into a Memorandum of Understanding ("MOU"). Thereafter, a worldwide pandemic was announced, and federal, state and local official issued directives on how to respond to the pandemic. As a result, the City of Gardena asserts that its normal and regular revenues were substantially reduced. The City of Gardena is now asking employee associations to make concessions to existing wage and benefit provision in order to assist the City with its claim of immediate cash-flow issues. The City of Gardena believes the Gardena Police Officers Association cooperating and/or leadership in providing the City concessions is of an utmost benefit to the City. Consequently, the City of Gardena has requested employee concessions, and the Gardena POA agrees to the following modifications to the current MOU and corresponding Side Letter Agreements:

2. The Gardena POA agrees to accept as the scheduled and/or calculated July 2020 salary survey increase, as required under the current MOU, a non-pensionable, equal cash value contribution/payment/deposit valued at 3.3% of base salary to each employees' monthly deferred compensation plan. This modified payment shall not act as an offset or fulfilment for the purposes of any future salary survey calculations. Said contributions to the employees' monthly deferred compensation plan shall be made by the City of Gardena in August 2020, with a retroactive application to July 2020. The payments called for in this paragraph shall expire automatically at the time of the July 2021 salary survey. For those employees who may have already maxed out their deferred compensation plan for 2020, the City agrees to make an equal contribution payment, as required under this provision, starting in January 2021.

3. The Gardena POA agrees to accept a reduced monthly increase in the Education Bonuses paid to Police Sergeant for the period of July 2020 to the time of the July 2021 salary survey. The Education Bonus for Police Sergeant, during this limited time, shall increase by \$200.00 monthly, instead of the agreed upon increase of \$371.00. The reduction in the Education Bonuses, provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

4. The Gardena POA agrees to accept a reduced monthly increase in the Education Bonuses paid to Police Officers for the period of July 2020 to the time of the July 2021 salary survey. The Education Bonus for Police Officers, during this limited time, shall increase by \$100 monthly, instead of the agreed upon increase of \$233.00. The reduction in the Education Bonuses, provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

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5. The Gardena POA agrees to waive the \$15.00 monthly increase in specialist pay for the period of July 2020 to the time of the July 2021 salary survey. The waiver of specialist pay provided in this paragraph, shall expire automatically at the time of the July 2021 salary survey.

6. The modifications to the current MOU, as set forth in paragraphs 2 through 5, shall remain in effect until June 30, 2021 and shall then automatically revert to the original terms and conditions set forth in the MOU for the purpose of the July 2021 salary survey.

7. It is the intent of the parties that the agreed to modifications, unless otherwise addressed herein, are intended to be temporary changes to the MOU. The parties agree that these concessions are for the purpose of addressing the unexpected decline of normal revenues to the City because of the pandemic, and to provide assistance in obtaining concessions from other bargaining groups of the City of Gardena. As such, the agreed to modifications by the Gardena POA shall automatically expire at the time set forth above. No further concessions or modifications of the MOU will be made by either party until such time as the parties, through a mutual agreement, enter into a new Side Letter or Memorandum of Understanding modifying these provisions.

This Side Letter Agreement is not intended to waive either Parties' legal rights nor the rights of the individual members of the Gardena Police Officers Association under the laws of the State of California. This Side Letter of Agreement is also not meant to confer any new benefit, nor to remove any prior benefit, other than provided above.

Agreed to on this 18th day of June ___ 2020, by the parties authorized representatives.

Representatives for the City:



Representatives for GPOA


