

SIDE LETTER OF AGREEMENT
City of Gardena
and
Gardena Police Officers Association
May 26, 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 officials 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 provisions 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 that the Gardena POA agree to the following modifications to the current MOU and corresponding Side Letter Agreements:

2. The current provision of the MOU, except as noted below, regarding the annual/quarterly Vacation buyback option shall be withdrawn and/or removed from the current MOU.

3. The current provision of the MOU, except as noted below, regarding the annual/quarterly Sick leave buyback option shall be withdrawn and/or removed from the current MOU.

4. The current provision of the MOU requiring employees to declare their sellbacks of accrued time twice a year (advance notice) will be removed and modified to require the employees to declare their sell-back 90 days prior to each quarterly sell- back.

5. The current provision of the MOU and any side letter requiring a five hundred fifty-hour (550) cap on Vacation Accrual Banks is removed.

6. The current MOU will be modified to increase the annual Holiday buyback provision from one hundred (100) hours to one hundred sixty (160) hours. Any buyback of Holiday leave time pursuant to the MOU will be limited to forty (40) hours on a quarterly basis.

7. All provisions in the current MOU and existing side letters of agreement that constitute a "use it or lose it" provision, wherein an employee could be deemed to have forfeited accrued Vacation or Holiday time, are withdrawn and/or removed from the current MOU and existing side letters of agreement.

8. The MOU will be modified in order to raise the Sick Time sell-back option, as part of an employee's retirement or honorable separation, from seven hundred twenty hours (720) hours to a maximum of one thousand one hundred (1100) hours.

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9. Provisions regarding use, accrual, and/or sell-back of Sick Time, Vacation Time, and/or Holiday time may be modified, on an individual case-by-case basis, to reduce accrual banks and/or to facilitate early retirement agreements between the City of Gardena and members of the Gardena Police Officers Association. Any such modification made through an individual agreement must be approved by the City of Gardena, Gardena Police Officers Association, and the individual involved employee.

10. The City will presume any member of the Gardena Police Officers Association who tests positive for COVID-19, after developing symptoms within 14-days of working for the City of Gardena, contracted the virus as a work-related injury (unless there is clear evidence the member contracted the virus while off-duty). The City waives its right to a (90) day period to make this determination. In the event a member of the Gardena POA needs to quarantine himself/herself, the city will either immediately except the claim as an industrial illness/injury or place the member on paid administrative leave until such determination can be made.

11. It is the intent of the parties that the agreed to modifications, unless otherwise addressed herein, are intended to be permanent 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 City, unless provided otherwise, above, shall not expire or be modified by either party until such time as the parties, through a mutual agreement, enter into a new 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 26th day of May ____ 2020, by the parties authorized representatives.

Representatives for the City:



Representatives for GPOA

