

**SIDE LETTER OF AGREEMENT**  
**City of Gardena**  
**and**  
**Gardena Police Officers Association**  
**March 4th, 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") that altered the maximum number of vacation hours an employee could accrue; to wit, 550 hours. The MOU provides that if an employee's accrual reached the maximum accrual amount, the employee would cease to accrue additional vacation hours until the employee's vacation bank reduced below the maximum accrual. The MOU also established a separate bank of vacation hours, over the maximum allowed accrual; to wit, an "excess bank" wherein already accrued vacation hours over the maximum of 550 would be stored. The employees were given until June 30, 2020, to reduce their accrued vacation hours to the maximum level, and any remaining already accrued hours in the "excess bank" that had been accrued by the employee would be then forfeited, in essence a "Use it or Lose it" provision. (MOU, Article IV, Section 9, Paragraphs 8 and 8a)

The MOU also altered the maximum number of Holiday Leave hours that could be accrued; to wit, 187.50 hours each year, with an accrual cap of 400 hours. The Holiday Leave language included similar "Use or Lose it" provisions. (Article IV, Sect 8, Paragraphs 2 and 2a).

The Parties are concerned that providing the employees only to June 30, 2020, does not and/or will not provide employees sufficient time to use the vacation and/or holiday hours they have already accrued. It is mutually agreed upon that it would be equally beneficial for the City and GPOA to extend the date by which the "excess banks" are to be exhausted by. Therefore, in order to prevent the forfeiting of accrued hours, the Parties hereby agree that the employees shall have until JUNE 30, 2021, to use their "excess bank" of hours for vacation and/or holiday accruals and/or any other overages of accrued time.

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.

Agreed to on this on the 4th day of March 2020, by the parties authorized representatives.

Representatives for the City:



Representatives for GPOA

