

SIDE LETTER OF AGREEMENT
City of Gardena
And
Gardena Municipal Employees Association
April 10, 2023

The City of Gardena (“City”) and Gardena Municipal Employees Association (“GMEA”) (collectively, the “Parties”) enter into this Side Letter of Agreement and hereby agree to the following:

1. In July 2021, the Parties entered into a Memorandum of Understanding (MOU) with effective dates of July 1, 2021 through June 30, 2025. Thereafter, the City Council decided to recognize Juneteenth as a City holiday.

Under the MOU, as amended, City Bus Operators are paid for all City holidays in addition to time actually worked. (Article 4, Section 11, C.)

Under the MOU, as amended, affected employees working at the City Police Department accrue one holiday leave day per month for a total of 12 holidays per year, as well as 20 hours per year of floating holiday time. (Article 4, Section 11, D.)

Additionally, all regular, full-time, GMEA-represented employees who do *not* work at the City Police Department and who are not Bus Operators receive paid holidays according to an enumerated list within the MOU. (Article 4, Section 11, E.) These employees also receive 20 hours per year of floating holiday time. (Article 4, Section 11, H.)

2. The Parties agree to modify the MOU in order to reflect the addition of the Juneteenth holiday. Article 4 – Supplemental Benefits, Section 11 – Holidays, C. through E., and H. shall now read:

“C. Subject to Section 11(B) above (“Unscheduled Absences”), Bus Operators shall be paid for all City holidays in addition to time actually worked.”

D. Employees working in the Police Department shall, based on the employee’s regular work hours, earn one and one-twelfth (1 & 1/12) regular days off per month, for a total of thirteen (13) days per year, plus an additional twenty (20) hours per year of Floating Holiday time. These days off (hereinafter referred to as holidays) are in lieu of legal or other holidays.

- E. All affected regular, full-time employees covered by this MOU shall have the following paid holidays off:
- 1) New Year's Day: January 1 or the first regular City Hall workday of the year;
 - 2) Martin Luther King Jr. Birthday: Third Monday of January;
 - 3) Presidents Day: Third Monday of February;
 - 4) Memorial Day: Last Monday of May;
 - 5) Juneteenth: June 19;
 - 6) Independence Day: July 4;
 - 7) Labor Day: First Monday of September;
 - 8) Veterans Day: November 11;
 - 9) Thanksgiving Day: Fourth Thursday of November;
 - 10) Friday after Thanksgiving Day;
 - 11) Christmas Eve: December 24;
 - 12) Christmas Day: December 25; and
 - 13) New Year's Eve: December 31.

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H. Additionally, each affected employee shall receive twenty (20) hours of Floating Holiday time to be credited January 1st of each year. Floating Holiday time shall be scheduled at the convenience of the employee with the approval of the department head but must be used within the calendar year earned or it shall be forfeited. In agreeing to this, GMEA and its members expressly waive the provisions of Labor Code section 227.3.”

3. It is the intent of the Parties that the agreed-to modifications, unless otherwise addressed in this Side Letter Agreement, shall be permanent changes to the MOU for its duration.

This Side Letter Agreement is not intended to waive the Parties' respective legal rights or the rights of the individual members of the GMEA under the laws of the State of California.

Additionally, this Side Letter of Agreement is not meant to confer any new benefit, or to remove any prior benefit, other than what is provided for above.

Agreed to on this 10th day of April, 2023 by the Parties' authorized representatives.

Representatives for the City:

Representatives for the GMEA:



Clint Osorio
City Manager



Jeremy Bastian
GMEA President