SIDE LETTER OF AGREEMENT
City of Gardena
And
Gardena Municipal Employees Association
December 3 , 2024

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.

2. Thereafter, the parties agreed to expand those eligible to participate in "closed-promotional" recruitment. Under the MOU, as amended, probationary, seasonal, temporary, provisional, and part-time employees are eligible to participate in "closed-promotional" recruitment. (Article 1, Section 3, A.)

3. Further, for open-competitive examinations, the parties agreed to not restrict the City's discretion in considering candidates from Band 2 without exhausting the candidates on the Band 1 eligibility list.

4. The Parties agree to modify the MOU in order to reflect the definition of "exhausted" as follows: Article 1 – Classification Plan – Position Vacancies, Section 2, C shall now read:

> When there are at least three (3) current employees who meet the minimum qualifications of the position and pass all components of the testing process, the Human Resources Office shall place the successful internal candidates in "Band 1" of the Eligibility List, ranked in the order of merit, and all external candidates shall be placed in subsequent bands. Each department has the discretion to meet with all candidates in Band 1 and candidates in subsequent bands, to discuss requirements, assess experience and fit. This may be accomplished through examinations outlined in Rule 6, Section 6.1 – Nature and Types of Examinations in the Personnel Rules and Regulations. Any candidate considered will be required to submit to the same tests, regardless of what band they are in.

> If the Department selects a candidate from one of the subsequent bands, any internal candidates who are in Band 1 of the eligibility list and not selected will remain on the list until they decline an offer, the list is exhausted, or the list expires.

5. The Parties agree to modify the MOU in order to reflect the expansion of those eligible to participate in "closed-promotional" recruitment as follows: Article 1 – Classification Plan – Promotions, Section 3, A shall now read:

A. Promotion is defined as a move from a lower classification to a higher classification. It is the intention of the CITY to fill job vacancies within the city by employee promotion as provided in this Section.

1) At the recommendation of the department head and with the approval of the City Manager, the Human Resources Officer shall conduct a "Closed-Promotional" recruitment for any position when the needs of the service shall be limited to persons already employed by the City, regardless of employment status including probationary, seasonal, temporary, transitional, provisional and part-time. Only those employees who have received a satisfactory rating, or higher, on the most recent performance evaluation, and not on a Performance Improvement Plan (PIP), may be eligible to apply. If a performance evaluation was not due (i.e. less than 12 months employment), one will not be required.

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 ___3rd___ day of December, 2024 by the Parties' authorized representatives.

Representatives for the City: Representatives for the GMEA:

_____   _____
Clint Osorio   Jeremy Bastian
City Manager   GMEA President

                                             _____
                                             Fred Quiel
                                             GMEA Business Representative