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GARDENA POLICE MANAGERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

July 1, 2025 - June 30, 2030

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE GARDENA POLICE MANAGERS ASSOCIATION (GPMA),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
INCLUDING ALL REVISIONS AND AMENDMENTS,
FOR THE PERIOD OF JULY 1, 2025 - JUNE 30, 2030**

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MEMORANDUM OF UNDERSTANDING BETWEEN THE GARDENA POLICE MANAGERS ASSOCIATION (GPMA), A RECOGNIZED EMPLOYEE ORGANIZATION, AND THE CITY OF GARDENA, INCLUDING ALL REVISIONS AND AMENDMENTS, FOR THE PERIOD OF JULY 1, 2025 - JUNE 30, 2030

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO AND WITH REFERENCE TO THE FOLLOWING FACTS:

The GARDENA POLICE MANAGERS ASSOCIATION, (herein after referred to as the "Association" or the "GPMA") is the recognized employee organization for all persons employed by the CITY OF GARDENA (hereinafter referred to as the "City") in the classification of Police Lieutenant, Police Captain, and Deputy Police Chief (hereinafter referred to as "bargaining unit members").

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES: If the City desires to change any classification affecting the Police Managers, the City will give the Police Managers at least sixty (60) days advance notice and an opportunity to discuss.

SECTION 2. PROMOTIONS

A. Promotions to the positions of Police Lieutenant and Police Captain shall be made from one of the top four (4) candidates on the current eligibility list for that position.

B. In cases of promotion, the employee shall be paid the minimum rate of the appropriate pay range or at least five percent (5.0%) higher than his/her current Promotional Placement Rate of Pay, whichever is higher.

C. Promoted employees shall receive a higher compensation rate than any of their subordinates taking into account the Promotional Placement Rate of Pay.

ARTICLE II. COMPENSATION

SECTION 1. DEFINITIONS

A. Honorable Separation - The term “honorable separation” means a separation from City employment by retirement, resignation, layoff, or other mutually agreed separations, provided the employee: (1) is not terminated for cause; (2) does not resign while disciplinary charges or investigations are pending; and (3) is not separated pursuant to an agreement that expressly provides the separation is not in good standing.

B. Promotional Placement Rate of Pay – Shall include Base Salary Step 1 – 6, Specialist Assignment/Special Duty Pay Bonus, P.O.S.T. Supervisory/Advanced Certificate Incentive Program Bonus, P.O.S.T. Management Certificate, and Longevity Bonus 7,12, 20. For intent and purpose of this provision only, the calculation shall exclude any consideration for subordinates’ twenty-five (25) year Longevity Bonus, Bilingual Pay, and Uniform Allowance.

C. Payoff Rate of Pay - For the purpose of determining the rate at which leaves are paid off, the rate of pay shall be defined as the employee’s base salary Step 1 through 6 plus Longevity Bonus (20, 25),

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PSACI Bonus and POST Management Certificate. Uniform allowance, Management Incentive Pay, and bilingual bonus shall be excluded (Payoff Rate of Pay).

SECTION 2. SALARY

A. BASIS FOR ESTABLISHING SALARY RANGES

1. A salary survey shall be conducted each year to determine the salary paid to employees in comparable classifications, at a comparable Pay Step, as of August 15 of that year in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne and El Segundo.

2. Salary survey shall be conducted on the following comparable:

   i. Include:
      1. Salary
      2. Longevity 25 (or longevity received at 25 years of service)
      3. P.O.S.T. Supervisory/Advanced Certificate Incentive Program Bonus (or Educational Incentive Pay or P.O.S.T. pay)
      4. P.O.S.T. Management Certificate Incentive (or management premium)
      5. Employee Paid PERS (EPP, meaning Member Contribution, plus any Cost Sharing) contribution
      6. Management Incentive Pay (MIP) is Excluded from the survey comparison

   Agreed upon comparables are referenced in the salary survey matrix and can be reassessed at the time of the salary survey. Said comparables shall be based on the following formula(s):

   ii. When determining the amount of employee paid PERS contribution for each agency, only Classic PERS employee (3% at 50) formula will be used. PEPRA employees will use the same EPP formula as Classic members for the purpose of the salary survey.

   iii. In order to calculate employee paid PERS contribution in the salary survey, the EPP shall be subtracted from each survey category:

      1. Salary, top step
      2. Longevity 25 (or longevity received at 25 years of service)
      3. P.O.S.T. Supervisory/Advanced Certificate Incentive Program Bonus, (or Educational Incentive Pay or P.O.S.T. pay)
      4. P.O.S.T Management Certificate Incentive (or management premium)

   iv. In order to address multiple tiered employee paid PERS contribution systems, the following shall apply: the percentage of employees paid PERS contribution for each individual Police Department Sworn management group, (not the department as a whole) shall be determined by the majority (50 + 1%). If 50 + 1% of Classic employees pay 9.0% PERS, then 9.0% will be used. If 50 + 1% of Classic members at a surveyed department pay 0%, then 0% will be used.

   v. Effective the first full pay period in July 2026, the base salary of each affected employee shall be increased by an amount necessary to cause the salary at Step 6 in each Police Managers classification to equal no less than the average base salary paid to employees in comparable classifications, at a comparable pay step, in the survey cities.

   vi. The Salary Survey is reflected in **EXHIBIT A**

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vii. The salary survey shall be used to determine upward salary adjustments only. Under no circumstances shall the results of a salary survey or market comparison result in a reduction of any employee's salary.

viii. When an agency has a tiered pay structure, i.e City of Torrance, the average of the multiple tiers, will be used.

ix. Effective July 5, 2026, the Salary Schedule will shift down; each affected member will be moved down one step, to match their current rate. Each member will be eligible for a step increase on their next annual merit review anniversary.

B. BASE SALARY STEP

1. The base salary step of affected employees shall be set according to the City's most current Classification and Compensation Plan.

C. PROBATIONARY PERIOD

1. Probation after promotion or new hire shall be twelve (12) months. The Chief of Police may extend such probation for an additional six (6) months.

2. Any affected employee, while on probation, who has been absent from City service with or without pay in excess of one hundred seventy-three (173) hours, shall automatically have the probation extended for a period not to exceed the term of such absence.

D. MERIT PAY STEP PLAN

1. Merit Pay Step Advancement

   i. Merit step advancement shall be effective on the first day of the pay period following eligibility to receive such merit step advancement. The City shall have the discretion to authorize a different effective date when necessary.

   ii. Only salary steps 1 through 6 shall be considered a Merit Pay Step. Merit steps shall be separated in the following manner: Step 6 shall be five percent (5.0%) above Salary Step 5; and so forth to Salary Step 1.

   iii. In the event an affected employee is placed at Step 1, Merit Pay Step Advancement shall be granted after six (6) months of continuous and satisfactory service at Step 1.

   iv. Merit Pay Step Advancement shall be granted after one (1) year of continuous and satisfactory service at any step above Step 1.

2. Exceptions to Merit Step Advancement

   i. Any affected employee who, while on any Step in the Merit Advancement Plan, has been absent from City service without prior approval in excess of one-hundred seventy-three (173) hours may be retained on his/her current pay step for a period not to exceed the term of such absence.

   ii. Any affected employee who fails to receive at least a satisfactory advancement rating, or who is not recommended for advancement due to his/her failure to continue to improve performance in relation to the increasing level of experience or the failure to secure the

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approval of the Chief of Police, may be extended on his/her then current step for a period of up to ninety (90) calendar days for further evaluation.

iii. Should such further evaluation still result in less than satisfactory ratings or a recommendation not to advance, the employee may again be extended for up to ninety (90) additional calendar days with a final determination to advance, demote or dismiss to be made during that period.

iv. When an employee is demoted or dismissed by reason of below satisfactory rating or a recommendation not to advance, he/she retains the right to appeal pursuant to the City's Personnel Rules and Regulations, excluding Rejection of a Probationary Employee (lateral hire).

E. LONGEVITY BONUS: Longevity shall be defined as the length of full-time City employment. Longevity pay shall be granted to affected employees who have completed service with the Gardena Police Department.

1. For employees who have completed 20 years of service, the benefit shall be 5% of base pay.
2. For employees who have completed 25 years, the benefit shall consist of a total of 10% of base pay. The total benefit cannot exceed 10% of base pay.

Anniversary Example: An employee hired on 1/1/2000, the 25-year anniversary is effective 1/1/2025 for 25-year longevity and 25-year post-retirement health insurance coverage.

SECTION 3. P.O.S.T INCENTIVE PROGRAM

A. P.O.S.T SUPERVISORY/ADVANCED CERTIFICATE INCENTIVE PROGRAM (PSACI) DEFINED

1. The P.O.S.T Supervisory/Advanced Certificate Incentive Program shall apply upon qualification for the appropriate P.O.S.T. Certificate. The following are minimum requirements for compensation:

2. Where the employee has submitted an online application for a Supervisory or Advanced P.O.S.T. certificate prior to the time he/she states they will qualify, upon the employee's notice to the Department and the Department's verification of qualification, the Department shall make effective the employee's PSACI on the first day of the pay period following the date he/she qualifies, as determined by P.O.S.T., irrespective of the date of approval by P.O.S.T. on the certificate.

3. An employee who submits an online application for a P.O.S.T. certificate after he/she qualifies, upon notifying the Department of the late application date, shall commence receiving the PSACI on the first day of the pay period following the Department's notice of the application, irrespective of when the employee became qualified for the P.O.S.T. certificate.

4. An employee may receive PSACI for either (1) a P.O.S.T Supervisory Certificate or (2) a P.O.S.T. Advanced Certificate; however, only a single PSACI per employee will be paid.

B. P.O.S.T. MANAGEMENT CERTIFICATE:

Employees shall receive pay for the P.O.S.T. Management Certificate at the time of appointment to Police Lieutenant regardless of P.O.S.T. qualification. Affected employees shall have twenty-five (25) months from the date of appointment to be awarded the Management Certificate. In the event an employee is unable to obtain a Management Certificate within twenty-five (25) months from appointment, the employee shall cease to receive certificate pay until a Management Certificate is obtained and submitted to the City. P.O.S.T. Management Certificate pay will not be reported for pension purposes for any period in which the employee does not possess the certificate, even if paid to the member under this provision.

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C. P.O.S.T EXECUTIVE CERTIFICATE: Effective May, 23, 2023, employees shall receive an incentive for holding and maintaining a P.O.S.T. Executive Certificate. Such incentive shall only be paid to an employee when the employee obtains and maintains a P.O.S.T. Executive Certificate.

D. RATES: Rates for the P.O.S.T Supervisory/Advanced Certificate Incentive is listed in Exhibit B; the P.O.S.T Management Certificate, and the P.O.S.T Executive Certificate rates are listed below. Subject to the PERL and CalPERS' regulations and guidance, such P.O.S.T Management pay will only be reportable to CalPERS as special compensation once the employee has (1) actually obtained the Management Certificate and (2) submitted proof of the Management Certificate to the City.

P.O.S.T. Management Certificate Incentive : P.O.S.T Management Certificate incentive pay will be set at 5.0% of the current monthly base salary for each classification within GPMA.

P.O.S.T. Executive Certificate Incentive: P.O.S.T Executive Certificate incentive pay will be set at 5.0% of the current monthly base salary for each classification within GPMA.

SECTION 4. BILINGUAL BONUS PROGRAM

A. ELIGIBILITY: In order to be eligible for bilingual language pay, an affected employee must be required to use the language as part of the affected employee's current work assignment. The City shall determine the language to be spoken and in what positions or assignments the language will be required as part of the work assignment.

B. CERTIFICATION: An affected employee must test and successfully pass a language proficiency test in order to be eligible for the bilingual bonus.

1. Requests for testing and certification will be submitted to the Human Resources Office.

2. Testing will be scheduled when and as requested in writing by the Chief of Police.

3. The affected employee may be required to re-test to certify continued competency in the applicable language.

C. BILINGUAL BONUS PAY: The City shall pay each certified employee thirty dollars and seventy-seven cents ($30.77) each pay period the affected employee is routinely and consistently assigned to positions requiring communication in skills other than English. Bilingual bonus pay shall commence the first day of the pay period following certification of eligibility by the Human Resources Office. This shall be reported to PERS to the extent allowed by CalPERS.

SECTION 5. ACTING COMPENSATION: If a Police Manager is formally appointed to the position of Acting Police Captain or Deputy Police Chief, he/she shall be compensated at a rate equal to that which such employee would have been entitled to receive had he or she been promoted to the rank of Police Lieutenant, Police Captain, or Deputy Police Chief, as defined under Article I, Section 2, Promotions for all hours worked in the Acting position.

SECTION 6. PAYOFF RATE OF PAY

A. For the purpose of determining the rate at which leaves are paid off, the rate of pay shall be defined as the employee's base salary Step 1 through 6 plus Longevity Bonus (20, 25), PSACI Bonus and POST Management Certificate. Uniform allowance, Management Incentive Pay, and bilingual bonus shall be excluded (Payoff Rate of Pay).

B. Police Manager classifications are designated as FLSA-Exempt.

SECTION 7. UNIFORM ALLOWANCE: Uniform allowance shall be included on the employee's regular paycheck and shall be paid at each pay period in the amount of thirty-four dollars and sixty-two cents ($34.62) each

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pay period employee qualifies for the allowance. Uniform allowance shall be reportable to the extent permitted by CalPERS.

The uniform allowance shall satisfy the normal cost to clean, maintain, replace and repair because of normal wear and tear, but shall not relieve the City of its obligation to reimburse employees for damage to uniforms and other personal property reasonably anticipated to be worn or utilized by an employee in connection with the performance of his or her duties occurring during the course and scope of employment pursuant to Section 2802 of the California Labor Code.

SECTION 8. MILEAGE AND LODGING REIMBURSEMENT:

A. MILEAGE: Whenever employees are required to use their personal automobile in the performance of duly authorized official duties, they shall be reimbursed at the rate as authorized by the IRS.

B. LODGING: Lodging will be provided if the training or designated worksite is more than fifty (50) miles from the Gardena Police Department and the training or assignment covers multiple days.

SECTION 9. MANAGEMENT INCENTIVE PAY: Due to the essential nature of the service provided and the unique nature of their job, effective July 1, 2023, Police Managers shall receive an additional 9.5% of base pay as management incentive pay. Management Incentive Pay is only reportable to the extent permitted by CalPERS.

SECTION 10. METHOD OF COMPENSATION

A. REGULAR PAY: The monthly salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow. The compensation in the preceding Sections, 1 – 8, shall be prorated to match the number of hours an employee is receiving in the similar installment (i.e. pay period). This shall be implemented the first full pay period after City Council approves.

B. SPECIAL PAYS: Special pays shall be included as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency.

C. TAX WITHHOLDING: All changes to IRS withholding must be done by submitting a signed W-4 Form to the Payroll Office. Except for life-events (e.g., birth, death, retirement), all changes must stay in effect for at least three (3) months and only one change will be allowed per quarter.

ARTICLE III. WORK SCHEDULE AND SENIORITY

SECTION 1. HOURS OF WORK: The work schedule of Police Managers are assigned at the discretion of the Chief of Police or designee.

SECTION 2. EARNED TIME OFF REQUESTS

A. DEFINITIONS

1. If a conflict should occur in scheduling earned time off, then seniority as defined herein shall be the sole method used when approving requests for such time off.

2. Earned time off (defined as available vacation or holiday) may be taken as desired by the employee subject to the approval of the Chief of Police, or designee, consistent with the departmental manpower needs, or departmental needs to have a particular person or persons with specialized skills or training present, for the affected shift or shifts involved.

3. Subject to the directive of the Chief of Police, an employee must use any accrued vacation or holiday time off at a time designated by the Chief of Police, or designee, in writing and

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communicated to the employee at least ten (10) calendar days in advance of the time designated for the use of such time off in order to bring the accrued time in the affected area within the maximum accrued time allowed.

4. Earned time off requests submitted less than one month from the date(s) requested shall be approved by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.

5. Primary vacation requests shall take precedence over non-primary vacation requests and incidental earned time off requests. Non-primary vacation requests shall take precedence over incidental earned time off requests.

B. PRIMARY VACATION REQUESTS: Primary vacation requests are defined as earned time off requests of one work week or more, designated by the requesting employee as primary vacation by submitting same on a "Primary Vacation" request form forty-five (45) or more days in advance of schedule deployment. All requests for primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Primary vacation requests shall be approved by seniority if a conflict should occur. Only one (1) primary vacation request shall be approved per calendar year for each affected employee. Primary vacation requests which begin in one calendar year and end in the following calendar year shall be considered primary vacation requests in the calendar year in which the primary vacation begins.

C. NON-PRIMARY VACATION REQUESTS: Non-primary vacation requests are defined as earned time off requests of one work week or more, not part of an approved primary vacation request, and submitted to the scheduling supervisor thirty (30) days prior to the non-primary vacation. All requests for non-primary vacation shall be submitted on a "City of Gardena Absence Form", designating the order of priority. Non-primary vacation requests shall be approved by seniority if conflict should occur. All 1st priority non-primary vacation requests shall be approved before 2nd priority non-primary vacation requests are considered. All 2nd priority non-primary vacation requests shall be approved before 3rd priority non-primary vacation requests are requested considered, etc.

D. INCIDENTAL TIME-OFF REQUESTS: Incidental time-off requests are defined as earned time off requests which do not meet the definition of either primary or non-primary vacation requests. Incidental time off requests shall be approved by seniority if submitted to Scheduling or Watch Supervisor thirty (30) days or more from the date(s) requested. Earned time off requests submitted less than thirty (30) days from the date(s) requested shall be approved on a first come, first served basis by the earliest date and/or time submitted. If requests are submitted on the same date and/or time, requests shall be approved by seniority.

SECTION 3. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be defined as time served in a sworn classification with the Gardena Police Department.

2. Time in the position of Gardena Police Trainee shall not count toward the following seniority schedule.

3. Seniority between affected employees in any management classification shall be determined in the following order:

    i. By the date of the most recent appointment to the classification;

    ii. If affected employees were appointed to the classification on the same date, then by numerical position on their most recent eligibility list for the classification; or

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iii. By coin flip.

B. SENIORITY BY RANK: If affected employees are in different classifications, then seniority shall be determined by rank.

ARTICLE IV. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT PROGRAM

A. QUALIFICATIONS

1. The City encourages and supports educational programs that provide employees the opportunity for personal career development and directly benefit the City by increasing the technical and managerial competency of its staff.

   Toward this end, the City offers reimbursement of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to obtaining an Associate Degree or higher in a job-related field from an accredited college or university.

   In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement. Examples of credentialing or certificated programs include but are not limited to the following: Criminal Justice Certificate Program, Law Enforcement Intelligence and Analysis Certificate, Law Enforcement Advanced Development Certificate, Risk Management Certificate, Human Resources Certificate, etc.

2. Eligibility for this program is limited to City employees regularly employed on a full-time basis who have passed probation.

3. The procedure for applying for the Educational Reimbursement Program will be set by the City and will be available in the City's Human Resources Office.

B. REIMBURSEMENT AMOUNTS

1. Educational Reimbursement shall be paid up to six-thousand dollars ($6,000.00) per 12-month period.

2. Effective September 10, 2019, affected employees cannot sell back vacation accruals for additional educational reimbursement.

SECTION 2. RETIREMENT

A. CALPERS CONTRACT: The City shall contract with the state California Public Employees Retirement System (CalPERS) to provide a defined retirement benefit. The cost of CalPERS Retirement benefits based on formula is set by CalPERS and includes two rates:

1. The Employer Contribution Rate: CalPERS reviews the Employer rates yearly and may adjust rates based on actuarial valuation; and

2. The Member (employee) Contribution Rate: The employee shall pay the full Member (employee) Contribution Rate as set by CalPERS.

3. Each "Classic Safety Member" through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing under Government Code section 20516(f). The cost sharing contribution shall be

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paid by the employee on a pre-tax basis up to the extent permitted by the law.

Each “PEPRA Safety Member” through payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional three percent (3.0%) retirement contribution as cost sharing under Government Code section 20516(f). The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

B. THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA): Implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the new definition of new member under PEPRA.

1. **CALPERS ENROLLMENT DATE**: Whenever a new employee is hired by the City, their status as a “Classic Member” or “PEPRA Member” will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the City.

    i. Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as “Classic Members" according to the definition established by PEPRA.

    ii. Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as “PEPRA Members" according to the definition established by PEPRA.

2. As established by PEPRA, “Pensionable Compensation (PC)” delineates the pay categories that must be reported to CalPERS as income that contributes to the calculation of the employee’s retirement benefit. PC must be reported when earned and paid on the employee’s regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the City shall notify the Association prior to modifying how the benefit is to be paid. (§7522.34.)

C. CLASSIC CALPERS SAFETY MEMBERS

1. Benefits per the City’s contract with CalPERS shall be as follows as applicable by law:

    i. Local safety member "3 percent at 50" formula (§21362.2 G.C.);

    ii. 1959 Survivor Benefit [Level 3 Benefits] (§21573 G.C.);

    iii. Half-Pay Continuance (§21624 and §21626 G.C.);

    iv. Military Buy Back (§21024 G.C.);

    v. Top Year Retirement (§20042 G.C.);

    vi. Member (Employee) Contribution Rate as set by CalPERS (§20691 G.C.);

    vii. Credit for unused sick leave (§20965 G.C.);

    viii. Post-Retirement Survivor Allowance to Continue After Remarriage (§21635 G.C.); and

    ix. Continuation of Death Benefits after Remarriage of Survivor (§21551).

D. PEPRA CALPERS SAFETY MEMBERS

1. This designation is a CalPERS determination and benefits shall be provided according to the PEPRA definition.

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2. A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit.

3. Benefits shall be as applicable by law:

    i. Local safety member "2.7 percent at 57" formula (§7522.25 G.C.);

    ii. 1959 Survivor Benefit [Level 3 Benefits] (§21573 G.C.);

    iii. Half-Pay Continuance (§21624 and §21626 G.C.);

    iv. Military Buy Back (§21024 G.C.);

    v. Three Year Final Compensation (§7522.32 G.C.);

    vi. Member (employee) Contribution Rate based on Pensionable Compensation (§7522.30 G.C.);

        a. In accordance with Government Code (§7522.30), the Member (employee) Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.

    vii. Credit for unused sick leave (§20965 G.C.);

    viii. Post-Retirement Survivor Allowance to Continue After Remarriage (§21635 G.C.); and

    ix. Continuation of Death Benefits after Remarriage of Survivor (§21551).

SECTION 3. HEALTH INSURANCE

A. COMPREHENSIVE HEALTH PLAN: The City shall provide a medical, dental, optical and prescription plan to affected employees and their dependents. Such insurance shall include hospitalization, medical coverage, prescription coverage, vision and dental coverage. A Comprehensive Health Care Plan Document shall be provided to all affected employees.

B. PREMIUMS AND TRUST ACCOUNT

1. The City shall pay one-hundred percent (100%) of the two-party premium (employee plus one dependent) based on the City's self-funded health insurance plan rate.

2. Employees shall contribute any amount above the City's contribution. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees thirty (30) days' notice and grace period prior to exercising the discretion to terminate coverage.

3. Premiums will be paid to the approved health insurer or into a Health Benefit Internal Service Fund established by the City for exclusive use in an approved insured self-funded health ("ISFH") program. All interest income produced by the ISFH account shall remain in the account.

4. The City shall maintain a Self-Insurance Health Benefit Internal Service Fund for all premiums due payable by the City and by employee contribution and its uses must be in compliance with the Governmental Accounting Standards Board (GASB).

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5. The City shall maintain a “Section 125" plan allowing employees to utilize pre-taxed dollars, through payroll deduction, for their contributions for additional family coverage and other applicable expense.

6. The City agrees to discuss the health plan costs annually with respect to the City’s contribution

C. POST RETIREMENT HEALTH INSURANCE COVERAGE

1. **TIER 1**: Employees hired before September 10, 2019 who meet the minimum requirements listed below shall receive, and continue to receive after the termination of this Agreement, paid health insurance benefits based on the formula set forth below:

    i. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City’s self-funded health insurance plan rate for two-party premium if the employee completed twenty-five (25) years of service with the Gardena Police Department and was continuously enrolled in any of the City’s health insurance plans during the twenty-five (25) years of service; or

    ii. Any affected employee who is at least fifty (50) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City’s self-funded health insurance plan rate for single party premium if the employee completed fifteen (15) years of service with the Gardena Police Department and was continuously enrolled in any of the City’s health insurance plans during the fifteen (15) years of service.

2. **TIER 2**: Employees hired on or after September 10, 2019 who meet the minimum requirements listed below shall receive the allocated health insurance coverage for the retired employee based on the City’s self-funded health insurance plan rate for single party premium.

    i. Twenty (20) years of service with the Gardena Police Department receives seventy-five percent (75%) of the single party rate; or

    ii. Twenty-five (25) years of service with the Gardena Police Department receives one hundred percent (100%) of the single party rate;

    iii. Enrollment in health insurance offered by the City for the minimum required years of service; and

    iv. Age fifty (50) years; and

    v. Service retirement from the City of Gardena.

    vi. Tier 2 retiree coverage shall terminate upon the following conditions, whichever occurs first, the date retiree becomes Medicare eligible or the death of retiree.

3. The amount of the City's contribution shall be set at the same level as the amount for active employees unless the retiree is Medicare eligible in which case the City’s contribution, if applicable, shall be at the Medicare rate. Any required co-payment for active employees will also be required for retirees. When applicable, this benefit shall accrue to the spouse upon death of an employee who is insured under this provision.

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4. All retirees who become eligible for another group health insurance plan through another employer must enroll in the subsequent employer's health insurance plan at the same level of coverage as provided through the City. At this time, the subsequent employer's coverage will be the primary payer and the City will be the secondary payer to the extent permitted in the Plan Document and Summary Plan Description. The City's post-retirement health insurance will revert to primary payer upon loss of coverage with the subsequent employer. During any period of post-retirement health insurance coverage, such coverage will cease upon non-payment of premium or if payment is not received in a timely manner. Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of these instances, the retiree shall receive those benefits provided for in the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

D. MEDICARE: Tier 1 retired employees who become eligible for coverage under Medicare and/or a comparable governmental program shall thereupon no longer receive the full benefits available under the City's health insurance plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's plan and the coverage available through Medicare and/or comparable government program. Failure to enroll in Medicare upon eligibility may result in loss of post-retirement health insurance through the City.

PAYMENT: Retirees shall contribute their required payment amount. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide retirees thirty (30) days notice and grace period prior to exercising the discretion to terminate coverage.

E. COBRA: All regular full-time employees who retire from the City, or otherwise honorably separate from City service with less than the minimum requirements specified in Article 4, Section 3, C. shall be offered the opportunity to continue their participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act ("COBRA"). The cost of such participation by said separated employee shall be borne by the employee and paid directly to the health insurance carrier.

F. INDUSTRIAL DISABILITY: In addition to the rights provided in the Consolidated Omnibus Reconciliation Act ("COBRA"), all regular full-time employees who retire from the City on industrial disability with less than the minimum requirements specified in Article 4, Section 3, shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation. The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. When applicable, this benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision.

SECTION 4. LIFE INSURANCE: All bargaining unit members covered under this MOU shall be provided Term Life Insurance in an amount equal to one and one-half (1 ½) times the actual annual salary of the covered employee.

SECTION 5. WELLNESS STIPEND: The Wellness Stipend is designed to encourage and support employees in achieving and maintaining a healthier lifestyle.

1. July 1, 2025 - All affected employees will receive up to five-hundred dollars ($500.00) per fiscal year to use towards qualified physical and wellness expenses. This amount shall be cumulative to a total of one-thousand dollars ($1,000.00) every two fiscal years.

2. July 1, 2026 – All affected employees will receive up to seven-hundred fifty dollars ($750.00) per fiscal year to use towards qualified physical and wellness expenses. This amount shall be cumulative to a total of one-thousand five hundred dollars ($1,500.00) every two fiscal years.

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The policy for the Wellness Stipend will be set by the City and will be available in the City's Human Resources Office. Use of the wellness stipend is conditioned upon the employee providing acceptable proof of a valid expense, in accordance with the Wellness Stipend Policy.

SECTION 6. TAKE HOME VEHICLE: Employees at the rank of Police Lieutenant and above may choose to take home their assigned vehicles at their discretion. At the discretion of the Police Chief, take home vehicles shall be returned if an affected employee is on leave.

City vehicles shall be used only in the performance of City business, including meetings, schools, conferences or other business-related events. City vehicles shall not be used for private or personal business, except for incidental stops during travel to and from the work site.

City and/or personal vehicles operated for City business shall be operated in a safe and courteous manner at all times. City and/or personal vehicles operated for City business shall be required to comply with the laws and ordinances concerning operation of motor vehicles and rules of the road and shall not be operated by an individual using or under the influence of drugs and/or alcohol. Seat belts for the driver and any passenger must be fastened at all times.

SECTION 7. SAFETY EQUIPMENT

A. SAFETY EQUIPMENT TO BE PROVIDED OR MADE AVAILABLE

1. The City shall continue to provide, or make available for use, at its expense, to all affected employees the following items of safety equipment: batons, helmets, ammunition, safety vests and flashlight batteries. The safety vests shall be National Institute of Justice approved.

2. The City shall continue to provide, at the City's expense, the following items of safety equipment to all affected employees: handcuffs, a raincoat, rain boots, a whistle, flashlight, flashlight bulbs, a belt (including four "keepers"), a cartridge case, a handcuff holder, a baton ring and a key ring), a holster and a service revolver or other suitable pistol and oleo resin capsicum spray in suitable carrier.

3. Items such as raincoats and flashlights (along with bulbs and batteries) may be supplied by the City to each employee on an as-needed basis, as opposed to being issued to each individual officer, to be maintained by him/her at all times during the course of employment.

4. Any affected employee may choose to purchase his/her own City-approved item of equipment at his/her own cost, either upon commencement of employment or at any time thereafter; provided, however, that the City will not contribute any funds towards the purchase of said equipment or toward the repair or replacement of any such equipment so purchased by the employee.

5. Any affected employee who elects to purchase a City-approved item of equipment instead of utilizing the City-issued equipment and then thereafter desires to utilize City-issued equipment may do so, whereupon the City shall provide such equipment. Thereafter, the employee shall be entitled to the same rights to cause such City-issued equipment to be repaired and replaced at City expense as described above.

6. Any employee provided with City-issued equipment that elects to utilize his/her own City-approved equipment must return the City-issued equipment to the City.

B. MAINTENANCE OF EQUIPMENT

1. The City shall either repair or replace such City-issued equipment where such action is necessary.

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2. Employees who lose possession of or cause damage to equipment through their intentional or negligent conduct shall be subject to disciplinary action.

3. A safety employee who elects to receive City issued items of equipment shall be responsible for such items until returned to the Department.

C. DISPOSITION OF EQUIPMENT AT SEPARATION

1. Any equipment purchased and provided by the City to affected employees shall be returned to the City upon separation of employment. Upon separation, an employee may retain any equipment purchased by the employee at his/her own cost. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon.

2. An employee who honorably separates from City service may elect to purchase their issued service pistol and any other equipment approved for purchase by the Chief of Police.

3. All such purchases shall be purchased at the then-current replacement cost to the City for a new item at the below listed pro-rated amounts for said equipment based on the date of issuance:

   i. 24-48 months from date of issuance at one-hundred percent (100%) of cost

   ii. 49-96 months from date of issuance at fifty percent (50%) of cost

   iii. 97 months or more from date of issuance at twenty-five percent (25%) of cost

4. This provision shall not be construed to mean that the Department or the City shall be obligated to approve a separated employee's right to carry a weapon. The City agrees to sell the above listed equipment only to the extent legally permissible by State, local and Federal law, and approved by the Chief.

SECTION 8. SICK LEAVE

A. USE OF SICK LEAVE

1. Sick leave shall be taken in accordance with the City's Personnel Rules and Regulations and with any applicable state and federal law. Sick leave shall accrue at the rate of twelve and one-half (12.5) hours per month.

2. An employee on authorized sick leave will continue to accrue vacation benefits while on such sick leave, and the time spent on such sick leave will count towards other seniority benefits.

3. Sick leave accruals and use shall appear on the employee's paycheck statement.

B. SICK-LEAVE CONVERSION OPTION: Accrued sick leave may be converted to the equivalent amount of cash, subject to the following conditions:

1. Upon honorable separation from the Department, each employee who has completed five (5) or more years of service with the City shall be compensated for all unused sick leave up to a maximum of one-thousand and one-hundred (1,100) hours, at the rate of fifty percent (50%) of the Payoff Rate of Pay for that employee in his pay step and classification.

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The term “Honorable Separation” means a separation from City employment by retirement, resignation, layoff, or other mutually agreed separations, provided the employee: (1) is not terminated for cause; (2) does not resign while disciplinary charges or investigations are pending; and (3) is not separated pursuant to an agreement that expressly provides the separation is not in good standing.

2. An employee who has completed twenty-five (25) or more years of satisfactory service with the department may elect to convert up to eighty (80) hours of sick time at a rate of fifty percent (50%) time conversion to vacation time. Converted sick time will be deducted from the total amount of one-thousand and one-hundred (1,100) hours the employee is allowed to sell back under sub-section B.3 described above.

3. To comply with Internal Revenue Service (IRS) constructive receipt rules under IRS Code Section 451, any election to convert accrued hours to cash or other compensation must be made in the calendar year prior to the calendar year in which the employee will earn the benefits.

4. An employee who uses more than forty (40) hours of sick time within sixty (60) days of separation from the department, without prior approval or verification of illness that is satisfactory to the department, shall forfeit their right to convert unused sick time in accordance with sub-section B. described above.

SECTION 9. BEREAVEMENT LEAVE

A. A bargaining unit member shall be entitled up to four (4) days leave or forty (40) hours, which may be with pay, within three (3) months of the death of a member of their immediate family.

B. Immediate family is defined as: the employee’s spouse, domestic partner, child, parent, sibling, grandparent, grandchild, parent-in-law, or legal guardian.

C. Up to an additional forty (40) hours of leave, chargeable to accrued sick leave, may be taken if approved by the Chief of Police or designee.

SECTION 10. HOLIDAY LEAVE

A. HOLIDAY LEAVE EARNED

1. Effective July 1, 2023, employees ceased accruing holiday hours, with the exception of the floating holidays discussed below.

2. Employees will receive 40 hours of floating holiday on January 1 of each year. Any amount remaining as of December 31 will be automatically cashed out during the pay period that includes December 31.

3. For CalPERS classic members, holiday hours in employee holiday banks as of July 1, 2023 will be placed in a grandfathered leave bank. Employees may use this bank for leave in accordance with the Department’s general practice for requesting leave. Any cash outs from this bank will not be reportable to CalPERS for inclusion in pension benefits. Leave will be cashed out at separation. This provision shall not apply to CalPERS new (PEPRA) members.

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SECTION 11. VACATION

A. VACATION ACCRUALS AND USE

Effective July 2025:

Years of Completed City Service	Hours Earned Per Month	Hours Earned Annually
Date of Hire - 4 years	9.75	117
5 - 9 years	14.00	168
10 - 14 years	16.50	198
15+ years	18.00	216

1. Vacation time shall be available for use immediately after it has been earned.

2. When an employee permanently separates from service with the City, he or she shall receive compensation equal to the value of up to six-hundred and fifty (650) hours of unused, accrued vacation time, based on his or her then current Payoff Rate of Pay as defined in Article II, Section 5.

3. Vacation leave balances shall appear on the employee's paycheck statement.

4. Vacations shall be taken at a time mutually agreed upon by the City and the employees.

5. Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked.

6. After the first year of completed service, vacation shall accrue based on an eighty hour (80) pay period, regardless of the employee's work schedule.

7. Bargaining unit members shall accrue and be allowed to carry forward into the next calendar year vacation leave up to a maximum of six-hundred fifty hours (650) hours. Vacation accrual shall be capped at a maximum of 650 hours. Effective the first full pay period after the after the approval of this MOU, the hard cap will be implemented, and an agreement will be implemented to cash down the overage of any such excess hours. Once an employee hits the maximum accrual amount, the employee shall cease to accrue vacation leave until the following accrual period in which the employee has reduced his/her accrued leave balance to an amount below the maximum accrual level.

8. All Vacation hours over 650 will be moved to an Excess Bank. All Excess hours and Excess Banks will be zeroed out, by mutual cash-out agreement, by June 30, 2030.

SECTION 12. MANAGEMENT LEAVE:

A. Bargaining Unit Members shall receive eighty (80) hours of Management Leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year.

B. Management Leave will be taken at a mutually convenient time for the employee and the Department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.

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SECTION 13. LEAVE ACCRUALS

A. An employee on statutorily protected leave (i.e. FMLA, CFRA, Military Leave, 4850, Sick Leave under California Labor Code Sections 245-249, and other leaves protected by statute) shall continue to accrue longevity, vacation, sick leave, and such other benefits as set forth in this MOU unless and until they exhaust all statutorily-protected leaves for which they are eligible, at which time accruals shall cease.

SECTION 14. SPECIAL ONE TIME LEAVE BUY-BACK OPTION: From time to time, the City may at the City's discretion allow employees to cash in leave balances for pay. Such option shall be non-pensionable and no employee shall be required to participate in such option.

ARTICLE V. LAYOFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

A. Ninety (90) days prior to implementing any reduction in the work force, the City will notify members of the Police Managers of its intent. During this ninety (90) day interval prior to the thirty-day notice described in subparagraph D, the City and the Police Managers will meet to discuss alternatives.

B. The employee with the least amount of seniority in any classification affected by the lay-off will be the first laid off. This employee may, at the employee's choice, displace an employee in the next lower classification who has less total seniority in that classification than the employee who received the lay-off notification.

C. When an employee bumps to a lower pay grade, all of his/her prior services shall be allowed in determining his/her seniority in such job classification. Employees who are displaced from their jobs as a result of this bumping procedure may themselves replace employees having less total seniority in the next lowest job classification as described above.

D. An employee being laid off shall receive thirty (30) days' notice or the equivalent amount of pay in lieu.

E. In the event of a layoff, the affected employee shall receive pay immediately for all accumulated time he/she is due.

F. Employees will not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period they are laid off but will retain only seniority benefits accumulated to the day of layoff.

G. Employee retirement and insurance benefits cease at the time of and will not be paid during the time of the layoff period.

H. Any employee laid off shall be placed on a Recall List for a period of two (2) years.

SECTION 2. REHIRING OF LAID-OFF WORKERS

A. The Notice Regarding Employment to an employee who has been laid off shall be made by Registered Mail to the last known address of said employee. All seniority, with the exception of the actual time spent in the lay-off period, shall be reinstated to the employee upon re-employment.

B. The City, upon rehiring, shall do so in the inverse order of seniority by hiring the last employee laid off, providing that such employee meets the minimum qualifications for a position to be filled.

i. An employee recalled and reinstated to the position he/she held as of his layoff shall assume the same salary step and seniority as he held at the time of layoff.

ii. An employee reinstated from voluntary demotion to the position held as of his/her layoff shall accrue the same salary step and seniority as he/she held in his/her position of demotion.

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C. Failure to return to work within fifteen (15) days after being recalled by Registered Mail, Return Receipt Requested, unless due to actual illness or accident (the City may require substantial proof of illness or accident), will cause the employee to be removed from the layoff list and forfeit all seniority rights.

ARTICLE VI. MISCELLANEOUS

SECTION 1. TIME OFF FOR ASSOCIATION REPRESENTATIVES

A. The City shall provide a reasonable number of employee representatives up to eighty (80) hours, collectively, per calendar year of time off without loss of compensation for the following activities: training, investigating potential or existing grievances, or otherwise enforcing a collective bargaining agreement or memorandum of understanding; meeting and conferring with representatives of the public employer on matters within the scope of representation; testifying or appearing as the designated representative of the exclusive representative in conferences, hearings or other proceedings before the Public Employment Relations Board or civil court in matters relating to a charge filed by the exclusive representative against the public employer or by the public employer against the exclusive representative; testifying or appearing as the designated representative of the exclusive representative in matters before the governing body of the public employer or an arbitrator or hearing officer; and serving as a representative of the exclusive representative for new employee orientation.

B. Advanced notice of the need for time off under this Article shall be given, in order to obtain organizational approval.

SECTION 2. NO STRIKE – NO LOCKOUT

A. GPMA agrees that there will be no strike, stoppage, slowdown, "sick-in," sit down, refusal to perform work, or other interference with operations, nor any picketing or refusal to enter upon the City's premises, on any account, or in connection with any grievance or dispute and the CITY agrees that it will engage in no lockouts during the term of this MOU.

B. The foregoing undertaking of GPMA is binding upon its officers, agents, stewards, committee members, and other representatives, who are obligated not to cause or condone any of the prohibited activity and who are obligated to take affirmative steps to prevent or halt any such activity on the part of any employee. Failure of any such representative who is an employee to carry out his obligation shall subject him to dismissal or other disciplinary action on that account. Participation by any other employee in any of the prohibited activity will be just cause for dismissal or other disciplinary action.

SECTION 3. TERM OF AGREEMENT: The term of the agreement shall be July 1, 2025 through June 30, 2030.

SECTION 4. VALIDITY OF MOU:

A. Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

B. The parties hereto mutually agree, during the term of this MOU, not to seek to meet and confer for the purpose of modifying any provision contained in this MOU unless the parties mutually agree in writing to do so. Should the parties agree to meet and confer during the term of this MOU, neither party shall be obliged to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this MOU.

C. Nothing contained in this MOU shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of the provisions of this MOU,

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the City's Personnel Rules and Regulations, Classification and Compensation Plan or the provisions of the Gardena Municipal Code which deal with personnel matters, insofar as these documents affect the members of GPMA.

SECTION 4. FAIR TREATMENT: All affected employees shall be treated in a fair, equitable and impartial manner at all times in accordance with provisions of this MOU and all current rules, regulations, policies and procedures of the City and the Police Department.

SECTION 5. ADOPTION OF RESOLUTION: This MOU shall take effect immediately upon adoption by the City Council.

SECTION 6. REPEALS: Any previous resolutions, agreements and/or amendments of the City Council setting the wages, hours and terms and conditions of employment for Police Managers shall be repealed, in full or in part, by the adoption of this MOU.

SECTION 7. CERTIFICATION: That the City Clerk shall certify to the passage and adoption of this MOU;; and shall make a record of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same was passed and adopted.

Passed, approved and adopted this 27th day of October 2026.

CITY OF GARDENA

By: Tasha Cerda, Mayor
TASHA CERDA, Mayor

GARDENA POLICE MANAGERS ASSOCIATION

By: Matthew Hassoldt
MATTHEW HASSOLDT, President – GPMA

By: David Brock
DAVID BROCK, Vice President — GPMA

By: _____
ALEXANDER RIVERA, Treasurer – GPMA

By: Luis Contreras
LUIS CONTRERAS, Secretary - GPMA

ATTEST:

Becky Romero
BECKY ROMERO, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

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EXHIBIT A

A salary survey shall be conducted each year on the items listed below as of July 2 (2024 & 2025), then effective July 2026, the salary survey will be conducted as of August 15 of that year, unless otherwise noted in this MOU in the following neighboring local Police Departments: Redondo Beach, Manhattan Beach, Torrance, Hawthorne, and El Segundo.

In order to address multiple tiered employee paid PERS contribution systems such as the Torrance Police Department, the following shall apply: The percentage of employee paid PERS contribution for each individual police department management group shall be determined by the majority (at least 50% plus one).

Police Managers	Salary + Longevity - PERS	Education + POST - PERS	Total
El Segundo	Top Step + 25-Year Longevity	Highest EIB	Net Total
Hawthorne	Top Step + 25-Year Longevity	Highest EIB	Net Total
Manhattan Beach	Top Step + 25-Year Longevity	Highest EIB	Net Total
Redondo Beach	Top Step + 25-Year Longevity	Highest EIB	Net Total
Torrance	Top Step + 25-Year Longevity + 6 Years 6%	Highest EIB	Net Total
Average of the Above	Average of the Above	Average of the Above	Average of the Above
Gardena	Top Step + ~~19~~ 25-Year Longevity	Highest EIB	Net Total
Difference			*Percentage below average

When an agency has a tiered pay structure, i.e. City of Torrance, the average of the multiple tiers, will be used.

***The Net Total is the rate used to calculate the Difference. Only an upward salary adjustment shall be implemented.**