

**SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND
THE SOUTH GATE POLICE OFFICERS' ASSOCIATION
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 3505.1**

This Side Letter of Agreement ("Agreement"), is made and entered into on July 13, 2021, by and between the City of South Gate, a municipal corporation ("City"), and the South Gate Police Officers' Association, an employee organization (the "Association" or "SGPOA"). City and Association/SGPOA are sometimes hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has recognized and continues to recognize the Association as the duly recognized employee organization for its members employed by the City in an employee unit as defined in Section 8.2.1 of the City's Employer-Employee Relations Resolution ("Resolution No. 4508") of the City Council as, "All sworn employees in the Police Department except Management and Confidential Employees;"

WHEREAS, on May 25, 2021, the City Council adopted Resolution No. 2021-24-CC approving a comprehensive Successor Memorandum of Understanding ("SGPOA MOU 2017-21") with the SGPOA for a four year term commencing July 1, 2017 through June 30, 2021, which set forth the wages, hours and other terms and conditions of employment for employees represented by the Association;

WHEREAS, as a result of the novel coronavirus (COVID-19) pandemic, the City allowed the Association represented employees to exceed certain paid leave caps established by the SGPOA MOU 2017-21 and previous labor contracts between the Parties;

WHEREAS, the City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and Resolution No. 4508 and have jointly prepared and executed this Agreement;

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding the equitable restoration of paid leave caps as set forth herein; and

WHEREAS, this Agreement shall not become effective until ratified by the Association and accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.

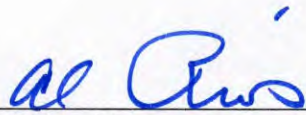
- 2. Members may use accrued unused vacation time to reduce the amount accrued to below three hundred fifty (350) hours by August 31, 2021.
- 3. Any amount of accrued unused vacation time above three hundred and fifty (350) hours after August 31, 2021 shall be cashed out at the employee's regular rate of pay. Any possible raise that was or is negotiated or implemented as part of any successor MOU to SGPOA MOU 2017-21 shall not apply to the cash-out amount or pay rate used for the cash-out amount.
- 4. Any amount of accrued unused holiday leave may be used by June 30, 2021. All accrued unused holiday leave that is not used by June 30, 2021 shall be cashed out at the employee's regular rate of pay and returned to zero consistent with prior years, so that on July 1st the new bank of 120 hours will be added. Any possible raise that was or is negotiated or implemented as part of any successor MOU to SGPOA MOU 2017-21 shall not apply to the cash-out amount or pay rate used for the cash-out amount.
- 5. This Side Letter Agreement supersedes any prior agreements between the City and the Association relative to the subject matter hereof.
- 6. This Side Letter Agreement is of no force or effect unless and until ratified by the Association and accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

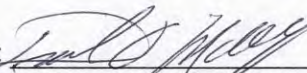
Date of City Council approval: July 13, 2021. Date of SGPOA ratification: _____.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

SOUTH GATE POLICE OFFICERS' ASSOCIATION:

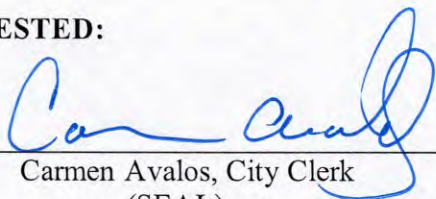
By: 
Al Rios, Mayor

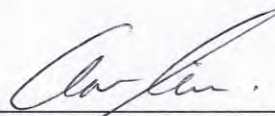
By: 
Derek O'Malley, President

Dated: 08-23-2021

Dated: 8-19-21

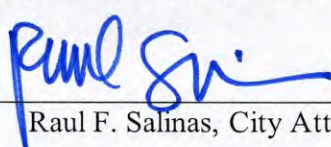
ATTESTED:

By: 
Carmen Avalos, City Clerk
(SEAL)

By: 
Aaron Krisman, 1st Vice-President

Dated: 08 / 11 / 21

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

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