

**LETTER OF AGREEMENT BETWEEN
THE CITY OF REDONDO BEACH AND
THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION**

The Redondo Beach Police Officers Association ("POA") and the City of Redondo Beach ("City"), having previously negotiated and executed a Memorandum of Understanding for the Officer and Sergeant Unit for the period January 1, 2020 to December 31, 2022, ("MOU") do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU ARTICLE XI -SECTION 2.02 and ARTICLE XI, SECTION 3.01, and in the following specific particularities only.

TERM OF SIDE LETTER AGREEMENT

This Side Letter Agreement shall commence upon execution and approval by both the POA and City, and unless earlier terminated as specifically provided herein, shall expire at 11:59 p.m. on December 31, 2022 ("Term"). The stated expiration of Term is an essential and material condition of this Side Letter Agreement, and may not be waived by any implied conduct of either party. Irrespective of any application of PERB Decision No. 2213-E, this Side Letter Agreement shall expire at 11:59 p.m. on December 31, 2022.

MOU ARTICLE XI – SECTION 2.02

During the Term of this Side Letter Agreement, Article XI - Section 2.02 is hereby amended to read in its entirety as follows:

2.02 Effective July 1, 1998, seniority shall be based on date of hire as a sworn Police Officer or Police Recruit with the Redondo Beach Police Department for purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on date of hire as a sworn Police Officer with the Redondo Beach Police Department.

MOU ARTICLE XI – SECTION 3.01

During the Term of this Side Letter Agreement, Article XI - Section 3.01 is hereby amended to read in its entirety as follows:

3.01 The Association agrees to the establishment of a separate bid system based on seniority, determined by date of hire as a sworn Police Officer or Police Recruit

with the Redondo Beach Police Department, for Officers within each special unit for K-9, Driving Under the Influence Team (DUI), Motor Officer, and Detectives for purposes of bidding for shift selection, work days, vacation schedules and any other seniority-based benefits. Effective for employees hired after July 1, 2022, such seniority shall be based on their date of hire as a sworn Police Officer with the Redondo Beach Police Department.

INCORPORATION CLAUSE

This Side Letter Agreement contains the entire agreement between the parties related to the amendment and restatement of MOU ARTICLE XI- SECTION 2.02 and MOU ARTICLE XI- SECTION 3.01 during the Term. There are no other, and neither the POA nor City have relied upon any, agreements, understandings, or representations related to the subject matter of this Side Letter Agreement not specifically set forth in writing herein. In the event of a conflict between any term or condition of this Side Letter Agreement and the MOU, this Side Letter Agreement shall control. This Side Letter Agreement may be amended only by a written document executed by both parties. No act or omission of a party shall be construed or implied to be a waiver of any term or condition of this Side Letter Agreement.

SAVINGS CLAUSE

The terms of this Side Letter Agreement have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. In the event of any dispute as to the meaning of any term or condition of this Side Letter Agreement, the parties shall meet in good faith to resolve such dispute. If any such dispute is not resolved within a reasonable period of time, the exclusive resolution of such dispute shall be by binding arbitration, consistent with the arbitration process described in the MOU. The parties agree that in the event any term or condition of this Side Letter Agreement violates (now or in the future) any applicable state or federal law, the arbitrator shall have the power to reform this Side Letter Agreement, but only to the extent so that it is fully compliant with such state or federal law; provided, however, the arbitrator shall not have any power to reform, declare, order or award that the MOU shall supersede or control any term or condition this Side Letter Agreement.

NO OTHER AMENDMENT OR MODIFICATION

Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Side Letter Agreement. Any capitalized word or phrase in this Side Letter Agreement not defined herein shall be defined as that word or


phrase is defined first in the MOU, and if not defined therein, as next defined in the GOM, and if neither defined in the MOU or GOM, as such word or phrase is commonly defined by usage within the context of California public sector employment law.

**FOR THE CITY OF
REDONDO BEACH**

William C. Brand, Mayor

Date: _____

**FOR THE REDONDO BEACH
POLICE OFFICERS' ASSOCIATION**



Robert Carlborg, President

Date: 06/30/22

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ATTEST:

Eleanor Manzano, City Clerk