

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2015 TO JUNE 30, 2018
MEMORANDUM OF UNDERSTANDING BETWEEN
THE REDONDO BEACH POLICE OFFICERS ASSOCIATION
(POLICE MANAGEMENT UNIT)
AND THE CITY REDONDO BEACH**

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 Police Management Unit for the period July 1, 2015 to June 30, 2018 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the **MOU ARTICLE III- SECTION 5.02- MERIT PAY** 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 12:01am on June 30, 2018 ("Term"). This 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 12:01am on June 30, 2018.

MOU ARTICLE III, SECTION 5.02 – MERIT PAY

Amendment of Section 5.02. During the Term of this Side Letter Agreement, Section 5.02 of the MOU shall be amended and restated as follows:

Section 5.02.

A Merit Pay Plan is established to recognize and reward outstanding performance and encourage employees to continue to exceed expectations set by the Police Chief. The Police Chief shall have the sole and absolute authority to determine which employees receive a Merit Pay increase and the amount thereof, if any. The decision of the Chief is final and is not grievable or otherwise subject to challenge.

For current PMU members, upon ratification of the MOU and adoption by the City Council, the Police Chief shall establish objectives for each employee. The Police Chief will consider any input by the subject employee in establishing such objectives. The determination by the Chief on the employee's entitlement to Merit pay based on the employee's satisfaction of such objectives pursuant to this provision shall be in October 2015. The Chief shall then award the employee a merit pay increase, onto base pay, of up to a maximum of 5% of base pay effective October 31, 2015.

This opportunity shall also be available to future members of the Association. For the rank of Lieutenant and/or Captain, the Chief will establish objectives for the employee with input from the subject employee. The Chief shall then award the employee a Merit Pay increase, onto base pay, of up to a maximum of 5% based upon satisfaction of such objectives. This opportunity and process shall also be available to any current Lieutenant who promotes to the rank of Captain. The goal and objective setting process for the determination of merit pay shall be in the Police Chief's sole and absolute discretion and shall not be subject to challenge.

INCORPORATION CLAUSE

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of **MOU ARTICLE III- SECTION 5.02- MERIT PAY** 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 ASSOCIATION:

FOR THE CITY:

Robert Carlborg, RBPOA President

William C. Brand, Mayor

APPROVED AS TO FORM BY:

Shawn Freeman, RBPMU Lead Negotiator

Michael W. Webb, City Attorney