# LETTER OF AGREEMENT AMENDING THE JANUARY 1, 2023 TO DECEMBER 31, 2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION (Police Management Unit)

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 January 1, 2023 to December 31, 2025, ("MOU") do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending ARTICLE III - SECTION 9 of the MOU.

# **MOU ARTICLE III – SECTION 9**

Article III - Section 9 of the MOU is hereby amended to read in its entirety as follows:

### **SECTION 9 – LATERAL INCENTIVE BONUS AND REFERRAL BONUS**

9.01 Effective January 1, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, lateral police officers hired by the City shall receive a lateral incentive bonus not to exceed \$10,000. The lateral incentive bonus shall be earned as follows: \$2,500 upon hire as a City of Redondo Beach employee, \$2,500 when the new lateral officer successfully completes field training, and \$5,000 when the new lateral officer successfully completes field training, in the next successive pay period after being earned.

9.02 Effective January 1, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a lateral candidate that is hired by the City shall receive a referral bonus not to exceed \$5,000. The new officer must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$2,500 when the lateral officer begins his/her first day as a sworn RBPD officer, and \$2,500 when the new lateral officer successfully completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

9.03 Effective October 3, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a Police Recruit candidate that is hired by the City shall receive a referral bonus not to exceed \$2,000. The Police Recruit candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$1,000 when the Police Recruit is hired, and \$1,000 when the Police Officer completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

9.04 Effective October 3, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a Pre-Service Police Officer candidate that is hired by the City shall receive a referral bonus not to exceed \$3,000. The Pre-Service Police Officer candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$1,500 when the Pre-Service Police Officer is hired, and \$1,500 when the Police Officer completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

9.05 The lateral incentive bonus and the referral bonus are fully taxable but are not reportable to CalPERS as pensionable compensation.

9.06 Any member of the Police Management Unit that is listed on an application as a referring employee and who is eligible to earn a referral incentive bonus under this Section 9 is precluded from participating in that candidate's hiring interviews, review or approval of the candidate's background, and having any input on, or making any determinations about, the candidate's successful completion of the field training program or probation.

## **INCORPORATION CLAUSE**

This Letter of Agreement contains the entire agreement between the parties related to the amendment and restatement of MOU ARTICLE III - SECTION 9. There are no other agreements, understandings, or representations related to the subject matter of this Letter of 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 Letter of 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 Letter of 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 Letter of Agreement violates (now or in the future) any applicable state or federal law, the arbitrator shall have the power to reform this Letter of Agreement, but only to the extent so that it is fully compliant with such state or federal law.

## NO OTHER AMENDMENT OR MODIFICATION

Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Letter of Agreement.

#### FOR THE CITY OF REDONDO BEACH

— DocuSigned by: William (. Brand — E8413C7231DF4E1...

William C. Brand, Mayor

10/24/2023 | 12:58 AM PDT Date:

## **APPROVED AS TO FORM:**

DocuSigned by:

Michael W. Webb 669049EDE03D402...

Michael W. Webb, City Attorney

## FOR THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION (PMU)

-DocuSigned by:	
PO	
$\Box$	

Robert Carlborg, President

Date: 10/16/2023 | 2:27 PM PDT

#### ATTEST:

— DocuSigned by: Cleanor Manyano — 72F2AC718C214CF... Eleanor Manzano, City Clerk

# LETTER OF AGREEMENT AMENDING THE JANUARY 1, 2023 TO DECEMBER 31, 2025 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDONDO BEACH AND THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION (Officers and Sergeant Unit)

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, 2023 to December 31, 2025, ("MOU") do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending ARTICLE III - SECTION 18 of the MOU.

# **MOU ARTICLE III – SECTION 18**

Article III - Section 18 of the MOU is hereby amended to read in its entirety as follows:

# SECTION 18 – LATERAL INCENTIVE BONUS AND REFERRAL BONUS

18.01 Effective January 1, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, lateral police officers hired by the City shall receive a lateral incentive bonus not to exceed \$10,000. The lateral incentive bonus shall be earned as follows: \$2,500 upon hire as a City of Redondo Beach employee, \$2,500 when the new lateral officer successfully completes field training, and \$5,000 when the new lateral officer successfully completes probation. Incremental bonus shall be paid in the next successive pay period after being earned.

18.02 Effective January 1, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a lateral candidate that is hired by the City shall receive a referral bonus not to exceed \$5,000. The new officer must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$2,500 when the lateral officer begins his/her first day as a sworn RBPD officer, and \$2,500 when the new lateral officer successfully completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

18.03 Effective October 3, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a Police Recruit candidate that is hired by the City shall receive a referral bonus not to exceed \$2,000. The Police Recruit candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$1,000 when the Police Recruit is hired, and \$1,000 when the Police Officer completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

18.04 Effective October 3, 2023, and subject to authorized funding in the Police Department operating budget for the current fiscal year, current Redondo Beach police officers who refer a Pre-Service Police Officer candidate that is hired by the City shall receive a referral bonus not to exceed \$3,000. The Pre-Service Police Officer candidate must list the existing employee on the job application at the time they apply. The referral incentive bonus shall be earned as follows: \$1,500 when the Pre-Service Police Officer is hired, and \$1,500 when the Police Officer completes field training. Incremental bonus shall be paid in the next successive pay period after being earned.

18.05 The lateral incentive bonus and the referral bonus are fully taxable but are not reportable to CalPERS as pensionable compensation.

# **INCORPORATION CLAUSE**

This Letter of Agreement contains the entire agreement between the parties related to the amendment and restatement of MOU ARTICLE III - SECTION 18. There are no other agreements, understandings, or representations related to the subject matter of this Letter of 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 Letter of 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 Letter of 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 Letter of Agreement violates (now or in the future) any applicable state or federal law, the arbitrator shall have the power to reform this Letter of Agreement, but only to the extent so that it is fully compliant with such state or federal law.

# NO OTHER AMENDMENT OR MODIFICATION

Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Letter of Agreement.

# FOR THE CITY OF REDONDO BEACH

—Docusigned by: William (. Brand

E6413C7231DF4E1...

William C. Brand, Mayor

Date: \_\_\_\_\_

# **APPROVED AS TO FORM:**

— DocuSigned by: Michael W. Webb — 669049EDE03D402...

Michael W. Webb, City Attorney

# FOR THE REDONDO BEACH POLICE OFFICERS' ASSOCIATION

— DocuSigned by:

<u>C3ABB09D7F4469</u>... Robert Carlborg, President

10/16/2023 | 2:27 PM PDT Date:

ATTEST:

DocuSigned by: Clustor Manyano 72F2AC718C214CF... Eleanor Manzano, City Clerk