

RESOLUTION NO. 8172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR THE TERMS AND CONDITIONS OF EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE HAWTHORNE POLICE MANAGEMENT SUPERVISORY GROUP (“HPMSG”), ACCORDING TO THE PROVISIONS OF THE HAWTHORNE MUNICIPAL CODE (“HMC”) AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE HPMSG MEMORANDUM OF UNDERSTANDING (“MOU”)

WHEREAS, the City of Hawthorne and Hawthorne Police Management Supervisory Group (“HPMSG”) after meeting and conferring on the terms and conditions of employment for the members of the HPMSG have reached an agreement on said terms and conditions of employment; and

WHEREAS, the changes in terms and conditions of the 2020 – 2021 MOU between the City of Hawthorne and HPMSG have been ratified by HPMSG.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, hereby resolves as follows:

Section 1. The changes in terms and conditions to be included in the 2020-2021 MOU between HPMSG and the City of Hawthorne are attached hereto as Exhibit “A” and are incorporated herein by reference and are hereby approved by the City of Hawthorne.


Section 2. The Interim City Manager is authorized to execute the 2020-2021 HPMSG MOU after the following have occurred: 1) the approved terms and conditions have been incorporated into the 2020-2021 HPMSG MOU; and 2) the attorneys for the City, the HPMSG, and the HPMSG President have executed the 2020-2021 MOU. The terms and conditions shall not be implemented until all parties have executed the 2020-2021 HPMSG MOU.

Section 3. The Hawthorne City Attorney is authorized to meet and confer with the HPMSG attorney on behalf of the City in order to establish arbitration clause language, procedures and protocols.

Section 4. That the City Clerk shall certify to the adoption of this Resolution and

shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

PASSED, APPROVED and adopted this 10th day of March, 2020.




ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:



DR. PAUL JIMENEZ, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM



RUSSELL MIYAHIRA, City Attorney
City of Hawthorne, California

EXHIBIT "A"

HPMSG MOU

ARTICLE 1 - INTRODUCTION

It is the understanding of the undersigned representatives of the Hawthorne Police Officers Association (hereinafter referred to as the "Association") and representatives of the City of Hawthorne that:

This Memorandum of Understanding (MOU) incorporates any previous Memoranda of Understanding governing the wages, hours, terms and conditions of employment for the employees described in this bargaining unit. The wages, hours and terms and conditions of employment as contained in this agreement shall be recommended to the Hawthorne City Council and, subject to City Council approval, shall be implemented by the appropriate ordinance, resolution or other official action. Unless otherwise indicated, all provisions of the MOU are to be effective July 1, 2020 – June 30, 2021.

ARTICLE 5 – INITIAL SALARY

A. Effective immediately, newly hired sergeants and newly hired lieutenants will begin at step D as their starting classifications.

ARTICLE 9 – SPECIAL PAY PROVISIONS

SECTION 9.5 – EDUCATIONAL ACHIEVEMENT/INCENTIVE PAY

8. Moving forward, Education Reimbursement will have a lifetime cap of \$17,000.00 for all members of this group. This policy is not retroactive and does not include education reimbursements the City has actually paid prior to the effective date of this MOU.

ARTICLE 10 – MANAGEMENT DEVELOPMENT

B. The tables on the following page illustrate the percentage point system. Percentage points shall be earned based upon the following:

1. Two percentage points each for each of the following:
 - A. Sergeant School
 - B. Management school; and
 - C. Executive development school; and
 - D. **72 hours of approve training, which includes:**
 1. Assertive Supervision/Assertive Management
 2. Civil Liability Update
 3. Personal Management Skills – Supervisors

4. Post Trauma Stress/Supervisory
 5. Supervisory Update/Effective Discipline
 6. Media Management Seminar
 7. Personal Management Workshop
 8. Internal Affairs Seminar
2. One percentage point each of the following:
 - A. Supervisory/Leadership Institute
 - B. FBI Academy
 - C. Command College
 3. The maximum number of points attainable shall be **ten (10)**.

ARTICLE 13 – HOLIDAYS

All affected employees shall be entitled to one hundred sixty (160) hours per year in holiday leave earned.

1. Employees will be compensated forty (40) hours quarterly on the last pay period in March, June, September and December reflected on their paystubs and paid through the same paychecks issued for the above mentioned pay periods and reported to CalPERS.
2. Employees shall be compensated in cash pay only and may not use the hours to accrue compensatory time.
3. The actual dates of the holidays specified in HPMSG MOU will be considered a regular workday for all affected employees.
4. The quarterly payment of 40 holiday hours will become effective after approval of this MOU for the remaining number of holidays left in this fiscal year. The compensation will be calculated at current rate of pay on the date of payment. There will be no retroactive compensation. Changes in the rate of pay will go to effect on the following (next) quarterly payment.

SECTION 13.2 – FLOATING HOLIDAYS

Each employee shall be entitled to two (2) “floating” holidays per year at 10 hours per holiday (a total of 20).

1. Such holidays will be posted on the first pay period of the calendar year and can be used to take time off of the employee’s regular work hours,

The employees have the following choices for the floating holiday if all twenty (20) hours are not used by the last day of the last pay period in December:

1. Be compensated for up to ten (10) hours of current compensation
2. Carry over ten (10) hours to the following year
3. Any remaining floating holiday hours will be deducted and will not carry over to the following year.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF HAWTHORNE)

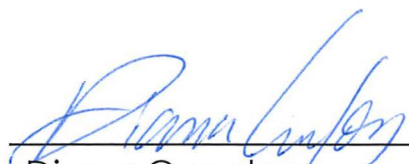
I, **Diana Cucalon**, the duly appointed Acting Deputy City Clerk of the City of Hawthorne, California, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 8172 was duly adopted by the City Council of the City of Hawthorne, at the regular meeting of the City Council held **February 10, 2020** and that it was adopted by the following vote, to wit:

AYES: Councilmembers Awad, Monteiro, Talleda, Valentine, Mayor Vargas.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Diana Cucalon
Acting Deputy City Clerk
City of Hawthorne, California