

RESOLUTION NO. 8298

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 2021 – 2024 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 foregoing recitals in this Resolution are true and correct.

**SECTION 2.** The changes in terms and conditions to be included in the 2021-2024 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.

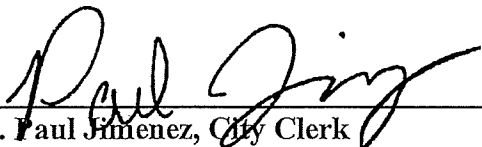
**SECTION 3.** The Interim City Manager is authorized to execute the 2021-2024 HPMSG MOU after the following have occurred: 1) the approved terms and conditions have been incorporated into the 2021-2024 HPMSG MOU; and 2) the attorneys for the City, the HPMSG, and the HPMSG President have executed the 2021-2024 MOU. The terms and conditions shall not be implemented until all parties have executed the 2021-2024 HPMSG MOU.

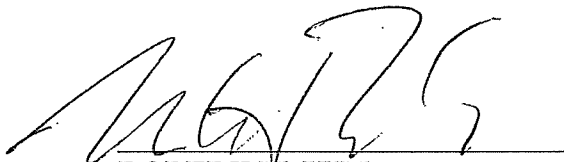
**SECTION 4.** That the City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

**PASSED, APPROVED and ADOPTED** this 24th day of August 2021.

  
Alex Vargas, Mayor  
City of Hawthorne, California

**ATTEST:**

  
Dr. Paul Jimenez, City Clerk  
City of Hawthorne, California

  
ROBERT M. KIM,  
Interim City Attorney  
City of Hawthorne, California

RESOLUTION CERTIFICATION PAGE

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

I, Carmen Avalos, Sr. Deputy City Clerk of the City of Hawthorne, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 8298 was adopted by the City Council at their Regular Meeting held on August 24, 2021 by the following vote:

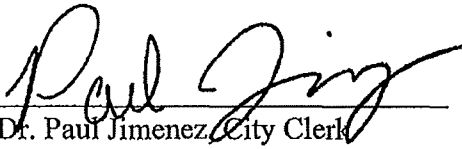
Ayes: Council Members: Monteiro, Patterson, Reyes English, Valentine, and Mayor Vargas

Noes: Council Members:

Absent: Council Members:

Abstain: Council Members:

Witness my hand and the seal of said City on August 27, 2021.

  
\_\_\_\_\_  
Dr. Paul Jimenez, City Clerk  
City of Hawthorne, California

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF HAWTHORNE**  
**AND THE**  
**HAWTHORNE POLICE MANAGEMENT SUPERVISORY GROUP**  
**EFFECTIVE**  
**JULY 1, 2021 THROUGH JUNE 30, 2024**

## **ARTICLE 1 - INTRODUCTION**

It is the understanding of the undersigned representatives of the Hawthorne Police Management Supervisory Group (HPMSG) (hereinafter referred to as the "Association") and representatives of the City of Hawthorne (hereinafter referred to as "The City") that:

This Memorandum of Understanding (MOU) incorporates any previous Memoranda of Understanding and Side Letters amending 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, 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 Memorandum of Understanding are to be in effect from July 1, 2021 through June 30, 2024.

## **ARTICLE 2 - RECOGNITION**

### SECTION 2.1 - RECOGNITION

The City of Hawthorne recognizes the Hawthorne Police Management Supervisory Group as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for those employees assigned to classifications included in this MOU.

### SECTION 2.2 – REPRESENTATION

As used in this Memorandum, the terms "employee" and "employees" refer, individually and collectively, to those persons at the City's facilities for whom the HPMSG has been recognized as the representative. For identification only, such persons are described as those persons, if any, assigned to the following classifications:

- POLICE CAPTAIN
- POLICE LIEUTENANT
- POLICE SERGEANT

## **ARTICLE 3 – EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES**

### SECTION 3.1 – DUES DEDUCTION

Upon receipt of an executed voluntary written authorization, the City shall deduct dues and benefit program premiums from the pay of employees represented by the Association.

### SECTION 3.2 – TIME OFF FOR REPRESENTATIVES

Authorized Association representatives shall be allowed reasonable time off without loss of pay to prepare for and attend negotiation sessions, to attend membership meetings and to participate in grievance and disciplinary action appeal hearings, etc. In addition to the above, authorized representatives shall receive reasonable time off without loss of pay to prepare for grievance and

disciplinary proceedings and to attend conferences seminars, workshops, etc.

**ARTICLE 4 – NO DISCRIMINATION, NO HARASSMENT**

Both parties to this MOU agree not to discriminate against any employee or applicant in any protected classification because of, but not limited to, age, sex, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or union membership and activity. Additionally, the city expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic, or religious affiliation, is required to immediately report the conduct to the City Manager or designee. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

The City and the Association agree to comply with applicable federal and state laws and regulations regarding the employment of the disabled.

**ARTICLE 5 - COMPENSATION**

**SECTION 5.1 – SALARY SCHEDULE**

A. Effective July 1, 2021, the following reflects a two percent (2%) increase to Steps F through H on the previous salary schedule effective July 1, 2018. This salary schedule is restructured to new Steps A through C.

<b>Rank</b>	<b>Step A (0-12 months)</b>	<b>Step B (12-24 months)</b>	<b>Step C (Over 24 months)</b>
Sergeant	\$9,193	\$9,469	\$9,752
<i>Hourly</i>	<i>\$53.037</i>	<i>\$54.629</i>	<i>\$56.262</i>
Lieutenant	\$10,700	\$11,022	\$11,353
<i>Hourly</i>	<i>\$61.731</i>	<i>\$63.588</i>	<i>\$65.498</i>
Captain	\$12,823	\$13,209	\$13,606
<i>Hourly</i>	<i>\$73.979</i>	<i>\$76.206</i>	<i>\$78.496</i>

B. Effective July 1, 2022, the following reflects a two percent (2%) increase to the previous salary schedule effective July 1, 2021.

<b>Rank</b>	<b>Step A (0-12 months)</b>	<b>Step B (12-24 months)</b>	<b>Step C (Over 24 months)</b>
Sergeant	\$9,377	\$9,658	\$9,947
<i>Hourly</i>	<i>\$54.098</i>	<i>\$55.719</i>	<i>\$57.387</i>
Lieutenant	\$10,914	\$11,242	\$11,580
<i>Hourly</i>	<i>\$62.965</i>	<i>\$64.858</i>	<i>\$66.808</i>
Captain	\$13,079	\$13,473	\$13,878
<i>Hourly</i>	<i>\$75.456</i>	<i>\$77.729</i>	<i>\$80.065</i>

### C. Hourly Equivalent Calculation

For payroll purposes, the base hourly equivalent of a monthly base rate is calculated by dividing twelve (12) times the monthly rate by two thousand eighty (2,080) hours (which is forty (40) hours times fifty-two (52) weeks per year).

### SECTION 5.2 - INITIAL SALARY

- A. An employee in the bargaining unit promoted to the position of Police Sergeant, Police Lieutenant or Police Captain after July 1, 2021, will be placed at Step "A" on the effective date of promotion.
- B. Effective July 31, 2021, an employee who has been promoted to the position of Police Sergeant, Police Lieutenant or Police Captain and has held the classification for less than one year as of July 1, 2021, will be placed at Step "A."
- C. Effective July 31, 2021, an employee in the bargaining unit who has held the classification of Police Sergeant, Police Lieutenant or Police Captain for over one year but less than two years as of July 1, 2021, shall be placed at Step "B."
- D. An employee in the bargaining unit who has held the classification of Police Sergeant, Police Lieutenant or Police Captain for over two years as of July 1, 2021, shall be placed at Step "C."

### SECTION 5.3- STEP ADVANCEMENT & SALARY INCREASES

#### A. Base Salary Steps – "A" through "C"

- 1. Effective July 31, 2021, each employee in the bargaining unit shall advance from the Step the employee is placed on pursuant to Section 5.2 above, on the employee's next regular promotion anniversary date in the current rank. The employee will advance to subsequent Steps on the employee's promotion anniversary date after serving twelve (12) months in the current rank until reaching the maximum Step "C."
- 2. Employees promoted into the bargaining unit or to a different rank within the bargaining unit after July 1, 2021, shall serve twelve (12) months in the employee's rank on each Step and advance to the next Step on the employee's promotion anniversary date in that rank until reaching the maximum Step "C."
- 3. Each employee shall advance to the next higher Step as provided above, unless action is taken by the Chief of Police or the City Manager to disapprove the increase, or unless the employee's performance is substandard.

**ARTICLE 6 · CONSTRUCTION OF "WORK WEEK" AND "HOURLY RATE"**

**SECTION 6.1 - WORK SCHEDULE**

All employees covered under this MOU shall have a regular recurring work schedule of one hundred and sixty (160) hours per twenty-eight (28) day work period.,

The Patrol Division shall continue to function on a 3/12.5 schedule for the term of this MOU unless the Chief of Police determines the need to allocate resources to a 4/10 work schedule to provide for the public safety and efficiency of operation.

In the event the Chief of Police determines with the approval of the City Manager, the necessity to establish a schedule which departs from the regular work schedule, the Chief of Police shall give the Association written notice of such change as far in advance as is reasonably practicable. The City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

**ARTICLE 7 · OVERTIME COMPENSATION**

**SECTION 7.1- SECTION 201(K) PARTIAL EXEMPTION**

The City has adopted and implemented the 207(k) partial exemption under the Fair Labor Standards Act for all law enforcement personnel, as defined by the Fair Labor Standards Act.

**SECTION 7.2- DEFINITION OF HOURS WORKED**

Hours worked include, but are not limited to, actual hours worked, sick leave hours, vacation hours, and industrial disability leave hours as provided per California Labor Code Section 4850.

**SECTION 7.3- OVERTIME DEFINITION**

- A. For employees on a 4/10 work schedule, the City shall pay overtime for all hours worked in excess of the employee's regular assigned shift, and for all hours worked in excess of eighty (80) in a designated fourteen (14) day period. For employees on a 3/12.5 work schedule, the City shall pay overtime for all hours worked in excess of the employee's regular assigned shift, and for all hours worked in excess of one hundred and sixty (160) in a designated twenty-eight (28) day period. Employees shall be compensated at the rate of one and one-half (1-1/2) times the "regular base pay compensation" of such employee in pay or compensatory time off, at the option of the employee.
- B. Effective January 1, 2007, the position of Captain shall be treated as exempt, and therefore, salaried and not entitled to overtime compensation under either this Memorandum of Understanding or the Fair Labor Standards Act (FLSA). In exchange, the position of Captain shall accrue forty (40) hours of administrative leave time per year. This leave time must be used in the calendar year in which it is accrued and shall not be carried over into a new year. Any such time not used in the calendar year in which it is accrued shall be lost.



## SECTION 7.4- COMPENSATION

Authorized overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay as determined under the Fair Labor Standards Act.

## **ARTICLE 8 - COMPENSATORY TIME OFF**

### SECTION 8.1- DEFINITION

All employees shall have the option of receiving compensation for overtime hours worked in the form of compensatory time off.

### SECTION 8.2- ACCRUAL LIMITATIONS

Effective July 1, 2015, employees may accrue up to a maximum of 650 hours compensatory time.

### SECTION 8.3- TIME EARNED

Compensatory time off may be earned on a daily basis for all hours worked in excess of an employee's regular assigned shift.

### SECTION 8.4- COMPUTATION OF TIME

Compensatory time off shall not count towards the computation of the regular rate of pay.

### SECTION 8.5- HOURS AT SEPARATION

All accumulated compensatory time which has not been utilized prior to an employee's separation from the City shall be paid off on a straight time basis at the employee's current regular hourly rate of pay.

## **ARTICLE 9 - SPECIAL PAY PROVISIONS**

### SECTION 9.1 - CALLBACK PAY

Should a supervisor determine that it is necessary to call back an employee after his or her normal working hours to perform work, the employee shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours actually worked but in no event shall the employee receive less than the equivalent of two hours overtime pay. Travel time to work shall be counted as work time. Travel time returning home shall not be considered work time.

### SECTION 9.2 - COURT STANDBY TIME

A. Whenever an employee has been placed in an on call or standby status while off duty in response to a subpoena or directive in relation to a matter that arose during the course and scope of employment, the employee shall receive compensation of two hours at the rate of one and one-half (1-1/2) times his regular rate of pay for each morning and two

hours at a rate of one and one-half (1-1/2) times his regular rate of pay for each afternoon the employee is required to be on court standby status.

- B. Effective November 16, 2002, employees assigned to the Detective Bureau who are scheduled to be on stand-by shall be guaranteed minimum compensation on the following basis: 5-hours straight time compensation for each twenty-four (24) hour period or fraction thereof an employee is placed on stand-by. For example, an employee who is placed on standby for sixty-three (63) hours would receive fifteen (15) hours of stand-by pay at straight time.
- C. No additional compensation shall be paid to an employee placed on Court Standby status awaiting court appearance, since the employee is not unreasonably restricted and therefore such time does not constitute hours worked under the Fair Labor Standards Act.

#### SECTION 9.3- COURT TIME

- A. An employee appearing for a subpoenaed court appearance which arises out of the course of his/her employment shall be compensated for a minimum of two (2) hours at a rate of one and one-half (1- 1/2) times the employee's regular hourly rate of pay.
- B. Should an officer who is subpoenaed to court in the course of his/her employment be required to be in court in excess of the minimum two (2) hours, he/she shall receive pay at time and one- half (1-1/2) his/her regular rate of pay for the actual hours the employee is in court.
- C. If the employee is subpoenaed to be in court on his/her regularly scheduled shift, the employee shall receive compensation for accrual court time at his/her straight time rate.

#### SECTION 9.4- UNIFORM INSPECTIONS / MAINTENANCE ALLOWANCE

- A. Officers shall be subject to a daily uniform inspection and those failing to pass shall obtain an acceptable uniform on his/her own time prior to being permitted on duty.
- B. Employees covered by the MOU receive a uniform maintenance allowance payable by the City at a rate of \$6.71 per pay period and reported as special compensation to the extent as allowed by CalPERS regulations.
  - 1. In accordance with the Public Employees Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013, and classified as a "new member" within PEPRA, is not eligible to have the cost of the purchase and/or rental of a uniform article and/or the uniform maintenance allowance that is paid by the City reported to CalPERS as special compensation.

SECTION 9.5 - EDUCATION ACHIEVEMENT AND PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATION

The City of Hawthorne shall provide a premium for higher education and POST certification in accordance with the provisions outlined below:

- A. Education achievement and POST certificates are based upon personal and professional growth and shall be obtained on the employee's own time and without work schedule adjustment or overtime compensation. This does not include situations where the City sends or requires an employee to attend any POST mandated training which may or may not be a component to achieve certain POST certifications or other training objectives.
- B. The Chief of Police will have the sole authority to approve acceptable educational courses.
- C. Upon presentation of the following degrees and/ or certificates to the Chief of Police, the employee shall be eligible to receive four percent (4%) incentive pay of base pay per month for each educational achievement and for each POST certification as listed below.

<b>Degree/ Certificate</b>	<b>Incentive Pay</b>
Intermediate POST Certificate	4%
Advanced POST Certificate	4%
Supervisory POST Certificate	4%
Management POST Certificate	4%
Associate's Degree	4%
Bachelor Degree	4%
Master's Degree	4%

- D. Any employee who achieves a Bachelor's Degree will be deemed to have achieved an Associate's Degree. Any employee who achieves a Master's Degree will be deemed to have achieved a Bachelor's Degree and an Associate's Degree.
- E. An employee of this bargaining unit may only receive incentive pay for one Associate's Degree, one Bachelor's Degree, and one Master's Degree.

For Example: If an employee holds more than one degree, such as a Bachelor's Degree in Public Administration and a second Bachelor's Degree in Public Communication, the employee will receive four percent (4%) incentive pay for their Associates Degree and four percent (4%) incentive pay for one of their Bachelor's Degree.

- F. The maximum incentive pay under Section 9.5 is twenty-eight (28%) of an employee's base pay.
- G. Education achievement and POST certification pay shall be reported as special compensation to the extent allowed by CalPERS regulations.
- H. An employee shall be eligible to receive education achievement and POST certificate

premium pay beginning the next payroll period following the presentation of any of the above degrees and/or certifications to the Chief of Police.

**SECTION 9.6 - MANAGEMENT DEVELOPMENT PAY**

Effective July 1, 2021, the Management Development Pay provision has been discontinued. This Section is included to document this termination.

**SECTION 9.7- AUTOMOBILE EXPENSE ALLOWANCE**

With prior approval from the Chief of Police, an employee shall receive mileage reimbursement for the use of his personal vehicle to attend training or other authorized law enforcement business activity. The City shall reimburse employee by the current standard mileage rate determined by the Internal Revenue Service (IRS).

**SECTION 9.8- PHYSICAL FITNESS INCENTIVE**

The physical fitness incentive program entitles all employees under this agreement who meet the physical fitness standards, as hereafter defined, for their age group to receive the associated pay incentive in Table 1 below.

The City will provide a program that contains the following components:

A. A health evaluation for affected employees conducted annually to determine relevant measures for analysis and incentive payment. The measurements will include:

- a. Resting blood pressure
- b. Exercise blood pressure
- c. Pulmonary function test
- d. Fitness level
- e. Cholesterol
- f. HDL cholesterol
- g. Cholesterol/HDL ratio
- h. Body composition
- i. Stress ECG

B. The performance standards for the Physical Fitness Incentive are depicted in Article 9, Table 1. The scoring is as follows:

**Table 1**

<b>Rating</b>	<b>Number of Points</b>	<b>Premium</b>
Excellent	13 or more points	4%
Very Good	9 to 12 points	3%
Good	5 to 8 points	2%

C. The results of the physical examination will be used solely for the administration of the program. Participating in this program will be voluntary and, thus, overtime or training time pay will not be granted for time spent in physical examinations.

- D. No incentive compensation will be granted unless the participating employee has completed the entire physical examination.
- E. Physical Fitness Incentive Pay shall be reported to CalPERS as special compensation to the extent allowed by CalPERS regulations.

#### SECTION 9.10- ACTING PAY

- A. Employees covered by this MOU who are temporarily assigned to a higher classification shall be entitled to acting pay for the period actually worked at the higher classification in excess of forty (40) consecutive hours. The difference in hourly compensation shall be calculated in the following manner:

Higher Step rate minus employee's current step rate, representing at least a four and one-half percent (4-1/2%) increase.

- B. To the extent as provided by CalPERS regulations, employee out of class appointments to an upgraded position or acting in a higher classification to a vacant position shall be limited to nine hundred and sixty (960) hours per fiscal year (July 1 to June 30). A vacant position per this provision excludes a position that is temporarily unavailable due to another employee's leave of absence.

#### SECTION 9.11 - BILINGUAL INTERPRETATION

An employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the Department as determined by the Chief of Police, shall receive bonus pay according to the following rules:

- A. To be eligible for this assignment bonus, an employee must have successfully passed a language proficiency test which is job related to the duties and responsibilities of a Police Officer. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
- B. The City shall pay each designated employee a bonus of sixty dollars (\$60.00) per pay period.

#### SECTION 9.12 - RETENTION PAY

- A. Effective January 4, 1998, a full-time employee who has completed twenty-five (25) years of service with the City shall receive retention pay in an amount equal to eleven percent (11%) of base pay. For purposes of calculating retention pay eligibility, the City agrees to factor the years of prior service of Police Officers who were hired by the City of Hawthorne as laterals.
- B. For purposes of this Section, a lateral entry Police Officer shall be defined as an employee hired by the City as a sworn Police Officer who has successfully completed a probationary period with another law enforcement agency in the position of sworn law enforcement officer and possesses a valid California Peace Officer Standards and Training (POST) Basic Course Certificate or has completed the Basic Course waiver process.

C. Retention pay shall be reported as special compensation to the extent allowed by CalPERS regulations.

#### **ARTICLE 11- EDUCATIONAL REIMBURSEMENT**

It shall be the policy of the City to encourage all employees to improve their skills, ability and knowledge through enrollment in courses in outside educational institutions. Accordingly, all full-time employees shall be eligible for reimbursement of the cost of tuition, fees, and books incurred in outside vocational or academic courses of instruction, subject to the following conditions:

- A. The reimbursement request shall be submitted and approved by the City Manager prior to enrollment.
- B. The course(s) shall be job related.
- C. A semester/quarter grade of "C" or better shall be earned in the course
- D. Books for which reimbursement is made become the property of the City.
- E. Receipts for reimbursed expenses shall be submitted to the City prior to reimbursement.
- F. All course work will be approved on a course by course basis.
- G. Effective July 1, 2016, the tuition reimbursement benefit shall be increased to a maximum of two hundred and fifty dollars (\$250.00) per unit for any course.
- H. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work.
- I. Effective July 1, 2020, employees represented by this Memorandum of Understanding will have a cap of seventeen thousand dollars (\$17,000.00) for the duration of employment with the City. This will not be retroactive and does not include education reimbursements the City has actually paid prior to July 1, 2020.

#### **ARTICLE 12 – EFFECTIVE DATE OF PERSONNEL ACTIONS**

All employees shall be paid bi-weekly. All step advancements, promotions, changes of classifications, longevity, and educational allowances that result in a change of pay shall be effective the start of a pay period or the start of the next pay period following the employee's anniversary date.

**ARTICLE 13 – HOLIDAYS**

**SECTION 13 - FIXED HOLIDAYS**

A. All affected employees shall be entitled to one hundred and sixty (160) hours per year in holiday pay earned. The one hundred and sixty hours of holiday pay are based on the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

B. 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.

C. Employees shall be compensated in cash pay only and may not use the hours to accrue compensatory time.

D. The actual dates of the holidays specified above will be considered a regular work day for all affected employees.

E. The quarterly payment of 40 holiday hours will become effective July 1, 2020. The compensation will be calculated at the current rate of pay on the date of payment. There will be no retroactive compensation. Changes in the rate of pay will go in effect on the following quarterly payment.

**SECTION 13.2 - FLOATING HOLIDAYS**

In January, an employee shall be credited with two (2) "floating" holidays per year at 10 (ten) hours per holiday (a total of twenty (20) hours).

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.

Any floating holiday hours not used by the employee by the last day of the last pay period in the calendar year shall be paid out by the City in December.

**ARTICLE 14- VACATION**

All full-time employees covered under this agreement shall be entitled to vacation with pay as follows:

A. Affected employees who have completed the following years of service shall receive the following vacation benefits:

Years of Service	Hours Earned per Year	Hours Earned per Pay Period
1-5	96	3.69
6-10	136	5.23
11-15	176	6.77
16-20	184	7.08
21-25	192	7.38

Effective January 1, 1998, an employee who has completed twenty-five (25) years of employment with the City shall accrue vacation at the rate of twenty-two (22) hours per year or .85 hour per pay period.

B. Vacation time shall be available for use immediately after it has been earned.

1. Upon separation from the City for any reason, the accumulated vacation days will be converted to cash at the hourly rate existing at the time of dispersal and paid to the employee.

C. Employees are entitled to carry over fifty (50) hours of their vacation time into the year following the year in which it is earned.

D. Vacation time balance shall appear on the employee's paycheck stub.

**ARTICLE 15 - SICK LEAVE**

**SECTION 15.1 - SICK LEAVE ACCRUAL**

Full-time employees shall accrue paid sick leave at the rate of three point seven (3.70) hours; for each biweekly pay period in which the employee actually worked or was on paid leave for a minimum of forty (40) hours. In other words, an employee who is on unpaid leave for more than forty (40) hours in a pay period shall not accrue sick leave during that pay period.

Effective July 1, 2015, the maximum amount of sick leave accrual shall be one thousand one hundred and fifty two (1,152) hours.



Effective the pay period that includes July 1, 2021, employees entitled to retention pay per Section 9.12 of this Memorandum of Understanding shall accrue thirty-seven and one-half (37.5) hours per year at the rate of 1.442 hours per pay period in accordance with the State law Act. Sick leave accrual shall follow the employee's regular work shift hours as follows:

#### SECTION 15.2 - SICK LEAVE USAGE

- A. Employees may not take paid sick leave before the completion of six (6) months of employment from date of hire.
- B. An employee eligible for paid sick leave shall be granted such leave for the following reasons:
  - 1. Illness or injury that has resulted in the employee's inability to perform his normal duties.
  - 2. An employee who is unable to report to work due to illness or injury, shall notify his supervisor, as soon as reasonably possible, of that fact and give him the telephone number and/or address at which the employee can be reached.
  - 3. In addition, an employee shall advise his supervisor of his status at least every other scheduled shift.
  - 4. Health and dental appointments during scheduled working hours.
  - 5. Disability caused by pregnancy or childbirth.
  - 6. Employees may use accrued sick leave for reasons other than personal illness or injury. Such use of sick leave shall be limited to six (6) shifts (10-hour or 12.5 hour) during the twelve-month period beginning with the first pay period commencing in December through the last pay period commencing in November. Use of sick leave under Provision #4 above shall not cause an employee to be penalized or to have abused sick leave for purposes of performance evaluations, special assignments, or promotions.
  - 7. The use of sick leave under this agreement requires the prior approval of the employee's supervisor.
  - 8. Additional paid leave may be granted, under special circumstances, when the employee's presence is necessary during convalescence of a spouse or dependent. Such leave must be approved by the Chief of Police or City Manager.
  - 9. After having accumulated 360 hours of sick leave, an employee may select the option of receiving one half (1/2) of additional accumulated sick leave in current compensation. After having accumulated 720-hours of sick leave, an officer or employee shall receive all additional accumulated sick leave in current compensation. Otherwise, sick leave shall accumulate as provided for in Section 2.26.020 of the Hawthorne Municipal Code.
  - 10. Options or automatic conversion of accumulated sick leave, whichever is applicable, shall be made in December. Maximum benefits under this section shall be 48 hours pay

and 48-hours accumulated sick leave for officers and employees who have accumulated no less than 360 hours and no more than 720- hours of sick leave; for employees who have accumulated 720-hours of sick leave, the maximum benefits under this section shall be 96-hours pay.

#### SECTION 15.3 - UNUSED ACCUMULATED SICK LEAVE

##### A. Retirement

Upon retirement, those covered under this Agreement shall receive one-hundred percent (100%) payoff of unused sick leave.

##### B. Voluntary Quit

Any employee who voluntarily resigns from the City after having ten (10) years of service, shall receive fifty percent (50%) of the value of said employee's accumulated sick leave.

#### ARTICLE 16 - MATERNITY LEAVE

A. An employee with the condition of pregnancy may be authorized by the Chief of Police to work if they are safely able to perform the duties assigned to their position. For this determination, an employee will be required to submit a written statement from her treating physician that includes responses to the following inquiries:

1. An actual or estimated period of time that the employee may continue to perform assigned duties without risk of injury to herself or the unborn child.
2. An actual or estimated start date of disability leave and return to work at full duty status.

B. The City shall comply with all applicable State and Federal leave entitlement laws covering an employee's leave of absence related to pregnancy disability and baby bonding.

C. The employee may use sick leave to cover any period of absence related to this Article. Additionally, during an employee's period of absence as related to this Article, the City shall continue its contributions towards medical, health, dental, vision, long-term disability and life insurance premiums.

**ARTICLE 17- BEREAVEMENT LEAVE**

- A. In the event of death of a member of the immediate family, defined as spouse, child, stepchild, grandchildren, mother, mother-in-law, father, father-in-law, stepparent, grand parent, sister, or brother, a full-time employee may be absent for the purpose of arranging for and attending the funeral or other equivalent memorial or celebration of life observations for three (3) consecutive working days without loss of pay, and not charged to sick leave.
- B. If the circumstances require the employee to travel in excess of 500 miles, one way, to arrange or and attend said funeral or other equivalent memorial or celebration of life observations, two (2) additional days without loss of pay or charged to sick leave, shall be granted.

**ARTICLE 18 - EMPLOYEE/DEPENDENT HEALTH, DENTAL, LONG TERM DISABILITY, LIFE INSURANCE AND VISION**

**SECTION 18- HEALTH INSURANCE**

Each employee shall be entitled to select a health insurance plan offered under the Public Employees' Retirement System Health Plans. Regardless of the plan chosen by the employee, the City shall pay all premium amounts as they from time to time exist, which are in excess of the following amounts which are to be paid by the individual employee:

Employee Only	\$0.00/ per pay period
Employee + One Dependent	\$6.53/ per pay period
Employee + two Dependents	\$11.07/ per pay period

**SECTION 18.2- DENTAL INSURANCE**

Each employee shall be entitled to enroll in the dental insurance plan(s) made available by the City. Regardless of the plan chosen, the City shall pay all premium amounts as they from tune to time exist, which are in excess of the following amounts which are to be paid by the individual employee:

Employee Only	\$0.00/ per pay period
Employee + One Dependent	\$6.77/ per pay period
Employee + two Dependents	\$12.12/ per pay period

**SECTION 18.3 - LIFE INSURANCE AND LONG -TERM DISABILITY INSURANCE**

- A. The City shall provide each affected employee with a term-life insurance policy of fifty thousand dollars (\$50,000) at a cost to the City not to exceed sixteen dollars (\$16.00) per month per employee\*.

In conjunction with the term life insurance policy, the City shall also provide each employee with an accidental death & dismemberment insurance policy of fifty thousand dollars (\$50,000) at a cost to the City not to exceed two dollars (\$2.00) per month per employee.

\*Additional life insurance may be purchased at the employee's own expense.

A. The City shall provide each employee with a long-term disability Plan at a cost to the City not to exceed thirty-two dollars (\$32.00) per month per employee.

#### SECTION 18.4 - MANAGED HEALTH NETWORK

The City shall make the outpatient element of the Managed Health Network available to all employees and qualified dependents at City cost.

#### SECTION 18.5- MEDICAL EXAMINATION

All full-time employees shall be given a complete medical examination at City expense each thirty-six (36) month period:

All employees shall be entitled to an influenza vaccination annually.

#### SECTION 18.6 - OPTICAL INSURANCE

The City shall provide each employee with an optical plan provided by the Vision Service Plan (VSP) for each employee and their dependents, at a cost not to exceed sixteen dollars (\$16.00) per month per employee.

### **ARTICLE 19 - JURY DUTY**

Any employee covered by this Agreement who is duly summoned to attend any court, during the time regularly required for his/her employment, for the purpose of jury service, shall be entitled while so engaged and actually serving, (maximum of ten days) of his/her regular compensation, provided that he/she deposits his jury services fees other than for mileage reimbursement with the City of Hawthorne.

### **ARTICLE 20 - MILITARY LEAVE OF ABSENCE**

A leave of absence for military service shall be granted to any employee as required by the laws of the United States and the State of California.

### **ARTICLE 21 - DEFERRED COMPENSATION**

All members of the representation unit represented by the Association may elect to participate in the deferred compensation plan currently covering other City employees

### **ARTICLE 22 - SAFETY EQUIPMENT**

Employees covered by this Memorandum of Understanding shall continue to receive safety equipment as has been provided prior to the effective date of this Memorandum of Understanding.

## **ARTICLE 23 - RETIREMENT BENEFITS**

### **SECTION 23.1 - CLASSIC MEMBERS**

"Classic Members" are employees hired prior to January 1, 2013, and qualifying lateral employees as defined by the California Public Employers Pension Reform Act of 2013 (PEPRA). Classic Members are entitled to the following retirement benefits:

- 3% at age 50 retirement formula
- Final compensation based on the single highest year

The City shall pay the entire nine percent (9%) portion of the employee's contribution to CalPERS. Said contribution shall be designated as "Employee Contribution."

The City has adopted and implemented a resolution pursuant to Government Code section 20636(c)(4) by which the City shall report to CalPERS as compensation the City's payment of the employee's share of required retirement contributions pursuant to Government Code section 20691.

### **SECTION 23.2 - NEW MEMBERS**

"New Members" are employees hired on or after January 1, 2013 who do not otherwise qualify as a classic member under the PEPRA.

#### **A. Formula**

2.7% at age 57 retirement formula

Final compensation based on the average of the highest thirty-six (36) consecutive months pursuant to Government Code section 7522.32(a).

B. New Members hired on or after January 1, 2013, and before July 2, 2015 received the City paid nine percent (9%) employee contribution until June 30, 2015 pursuant to Government Code Section 7522.30(f).

C. Effective July 1, 2015, all new members pay fifty percent (50%) of the normal cost to CalPERS pursuant to PEPRA.

### **SECTION 23.3 - OPTIONAL CONTRACT PROVISIONS**

The City shall provide the following optional contract provisions:

- A. One-year highest compensation (Section 20042)
- B. Military service credited as public service (Section 21024)
- C. 1959 Survivors Benefit (Section 21573)
- D. Post retirement survivor allowance to continue after remarriage (Section 21635)
- E. Pre-retirement death benefit (Section 21548)
- F. Continuation of death benefits after re-marriage (Section 21551)

## SECTION 23.4 - RETIREE HEALTH INSURANCE

A. An employee who retires and meets the minimum requirements listed below shall receive at the City's expense paid health insurance for the retired employee and his or her dependent spouse. To be eligible for this benefit, a retiree must actually be receiving retirement benefits from CalPERS.

### Minimum Requirements:

1. 20 years of service in the Hawthorne Police Department.
2. Age 50 years.

A qualified retiree shall be covered by this provision as long as he/she is eligible for PERS health insurance coverage.

B. An employee who retires from this City with less than the minimum requirements specified in Section 23.4(A) shall be offered the opportunity to continue their participation in the Group Health Insurance (PERS) in effect at the time. The City agrees to contribute sixteen (\$16.00) dollars toward this premium per month. The retiree shall be responsible for any remaining premium cost.

C. Sections 23.4 (A&C) notwithstanding, retirees and dependents shall continue to receive the same health insurance benefits and at the same cost as active employees, until such time as California law allows municipalities to use minimum vesting (service time) as a requirement to receive such benefits.

## ARTICLE 24 - CONTINUATION OF BENEFITS

Benefits not necessarily specifically enumerated herein which have previously been provided by the City shall continue unless amended or deleted herein. This provision includes but is not limited to: Bereavement Leave, Sick Leave, Holidays, Group Insurance, Educational Reimbursement, Training and Professional Development, Longevity Pay, Retirement System, and Auto provided allowance.

## ARTICLE 25 - GRIEVANCE PROCEDURE

It is hereby agreed and understood that the following procedures shall be utilized by the Association and any officers who are represented by the Association as the method by which applicable disputes are resolved.

### Definition

A. A grievance is a complaint by one or more employees or the Association concerning the applications or interpretation of ordinances, rules, policies, practices or procedures affecting employees' wages, hours and working conditions.

### Scope and Limitations

A. This procedure shall be used to resolve grievances for which no other methods of solutions are required by law; provided, however, that it shall not include a complaint arising from disciplinary action.

- B. Disputes over matters subject to review by the Civil Service Commission are not grievable.
- C. Disputes over matters which are subject to state or Federal Law and which are reviewable by State or Federal Administration Agencies are not grievable. For example, Equal Employment Opportunity matters.
- D. The grievant may be represented by an attorney, the Association or both, at the final stages of the grievance procedure.
- E. Failure by the City to meet any time limit shall result in the grievance being automatically brought into the next level at the end of the time period. The grievant will then be required to file all appropriate grievance or appeal documents within the applicable time period.
- F. Failure of the grievant to meet any time periods may, at the option of the person who is deciding the grievance, result in the grievance being denied or not considered.
- G. Any level or time period may be waived by mutual written consent of both the grievant and the City.

#### Procedure

##### 1. FIRST STEP: Informal Procedure

- a. Within fourteen (14) days of the grievable event, the grievant shall discuss the grievance with the grievant's lowest level supervisor who shall attempt to resolve the grievance.
- b. The supervisor shall respond either orally or in writing within seven (7) days of discussion.
- c. A grievance which affects a significant number of employees represented by the Association shall be commenced by informal or formal communication of said grievance to any Police Lieutenant. An authorized representative of the Police Department shall respond within seven (7) days following receipt of such communication.
- d. A grievance not resolved at this level may proceed directly to the Third Step within time limits set forth in paragraph A thereof.

##### 2. SECOND STEP: Formal Procedure

- a. Except as provided in paragraph C Step One, a grievance unresolved by Step One may be continued if submitted by the grievant, in writing, to the supervisor who responded in Step One within seven (7) days of the receipt of the response. If no response was communicated within the time period set forth in Section C.1b, the grievance may be continued as provided above, within seven (7) days after expiration of time period set forth in Section C.1b. Written grievance shall be submitted on a completed form

provided by the City.

- b. The formal grievance shall be processed through the Department and a written decision from the Department Head/designate thereof forwarded to the grievant within twenty-one (21) days of submitting the written grievance.

3. THIRD STEP: Administrative Appeal

- a. A grievance unresolved at 2nd Step may be continued if appealed to the Administrative Services Director or designee within fourteen (14) days of receipt of final decision of the Department Head/designate thereof. If no decision was forwarded within time period set forth in Section C.2b, the grievance may be so appealed within fourteen (14) days after expiration of the time period set forth in Section C.2b. The appeal shall be submitted to the Department Head in writing, state the reasons in support and have attached all forms, decision and notices submitted and received in the Second Step.
- b. The Administrative Services Director or designee, or delegate thereof, shall process the appeal. The person processing the appeal may conduct a hearing at his option. A copy of the decision shall be forwarded to the grievant, Department Head and City Manager within twenty-one (21) days from the time the grievance was appealed to the Personnel Officer as provided in paragraph of the third step.

4. FOURTH STEP: Hearing Officer

- a. A grievance unresolved by the third step may be continued to the fourth step if appealed to the City Manager within fourteen (14) days of delivery of the final decision. If no decision was forwarded within the time period set forth in Section C.3b, the decision may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section C.3b.
- b. Upon receipt of such appeal, the City Manager shall set a time and place for a hearing officer to hear the grievance.
- c. If the City Manager and grievant cannot agree upon a hearing officer or cannot agree to submit the matter to the California Office of Administrative Hearings, the parties shall procure a list of seven (7) qualified individuals from the State Conciliation Service. Each party shall alternately strike one name from that list until only one person remains which person shall be the hearing officer. The party who strikes the first name shall be determined by a flip of the coin or other similar device.
- d. The hearing shall be conducted according to the rules and provisions of the Administrative Procedure Act (California Government Code Section 11513) and any other rules and procedures mutually agreed upon.
- e. All costs, fees and transcription expenses shall be shared equally by



the grievant and City.

- f. The hearing officer's decision shall be advisory. The City Manager shall notify the grievant within fourteen (14) days following receipt of the decision whether the decision will be adopted, modified or rejected. If the decision is rejected or substantially modified adversely to the grievant, the City Manager must have reviewed the hearing record and render a written decision.

**ARTICLE 26 - COLLECTIVE BARGAINING**

The parties acknowledge that during the meet and confer process which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**SECTION 26.1 - JOB ACTION**

- 1. The HPMSG and its members agree that during the term of this Agreement there shall be no strike, slowdown, blue flu or other concerted job actions.
- 2. In the event of unauthorized job action, the City agrees that there will be no liability on the part of HPMSG provided the employee organization promptly and publicly disavows such unauthorized action; requests the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the employee organization notifies the City in writing within 48 hours after the commencement of such job action, what measures it has taken to comply with the provisions of this section.
- 3. In the event such actions by the employee organization have affected resumption of normal work practices, the City shall have the right to take appropriate disciplinary action.

**ARTICLE 27 -SEPARABILITY**

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of the agreement.

**ARTICLE 28 - OTHER TERMS**

All other terms and conditions of employment as contained in ordinances, resolutions or other official actions shall remain in full force and effect during the entire term of the agreement.

Section 28.1 - Contracting out: The City agrees that during the term of this Memorandum of Understanding it shall not expand the scope of any contracting out of any police services to any other public agency.

Section 28.2 - The City agrees to include mediation of meet and confer disputes by mutual agreement in the employee relations ordinance after ratification of the Memorandum of Understanding.

### Section 28.3 - Reopeners

1. As soon as practicable after the adoption of this Memorandum of Understanding by the Hawthorne City Council, the City and the Association agree to reopen negotiations over changing the procedure for cashing out or selling back to the City leave balances, including but not limited to, the optional cash out provisions set forth in Article 15, Section 15.2 – Sick Leave Usage of the Memorandum of Understanding. The City is proposing that the irrevocable election option replace the current procedures, which will require an employee to make an irrevocable election in December of one calendar year of the number of hours the employee will cash out the next calendar year from those hours he will accrue, but does not use, in that next calendar year. The parties' intent is to have the new procedure in place before December 2021.
2. As soon as practicable after the adoption of this Memorandum of Understanding by the Hawthorne City Council, the City and the Association agree to open negotiations over the method of payment and/or crediting of Floating Holiday hours, Article 13 – Holidays, Section 13.2, owed to some employees who were not credited with the appropriate number of floating holiday hours in Fiscal Year 2020-2021. The parties' intent is to have the procedure in place as soon as possible, but by no later than December 2021.
3. As soon as practicable after the adoption of this Memorandum of Understanding by the Hawthorne City Council, the City and the Association agree to open negotiations on whether to increase the cap as included in Article 14 – Vacation (C), on vacation hours carry over from fifty (50) to seventy-five (75) hours.

### **ARTICLE 29 – EXEMPT EMPLOYEES**

All exempt employees shall be subject to the terms and conditions of employment which were contained in the predecessor Memorandum of Understanding and which regard overtime, court time, court standby time and the definition of hours worked.

### **ARTICLE 30 - NEGOTIATIONS WITH OUTSIDE AGENCY**

The Association's duly authorized representative may attend and participate in any negotiations with an outside agency to contract out law enforcement services. However, the City may enter into such a contract regardless of Association's agreement.

**ARTICLE 31 – TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2021 and shall continue in full force and effect until June 30, 2024.

Representing:

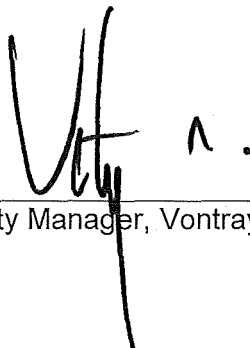
**Hawthorne Police Management and  
Supervisory Group**



\_\_\_\_\_  
Lieutenant Christopher Port

Representing:

**City of Hawthorne**



\_\_\_\_\_  
City Manager, Vontray Norris



\_\_\_\_\_  
Sergeant Shawn Shimono



\_\_\_\_\_  
Sergeant Kenny Craig