

RESOLUTION NO. 8299

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 OFFICERS' ASSOCIATION ("HPOA"), ACCORDING TO THE PROVISIONS OF THE HAWTHORNE MUNICIPAL CODE ("HMC") AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE HPOA MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, the City of Hawthorne and Hawthorne Police Officers' Association ("HPOA") after meeting and conferring on the terms and conditions of employment for the members of the HPOA 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 HPOA have been ratified by HPOA.

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 HPOA 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 HPOA MOU after the following have occurred: 1) the approved terms and conditions have been incorporated into the 2021-2024 HPOA MOU; and 2) the attorneys for the City, the HPOA, and the HPOA President have executed the 2021-2024 MOU. The terms and conditions shall not be implemented until all parties have executed the 2021-2024 HPOA MOU.

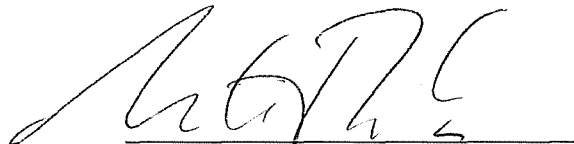
SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

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. 8299 was adopted by the City Council at their Regular Meeting held on August 24, 2021 by the following vote:

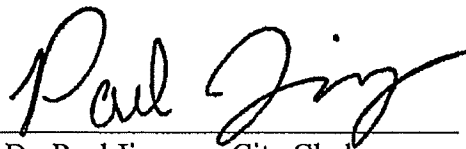
Ayes: Council Members: Monteiro, Patterson, Reyes English, Valentine, and Mayor Vargas

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 OFFICERS' ASSOCIATION
EFFECTIVE
JULY 1, 2021 THROUGH JUNE 30, 2024

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 (herein referred to as "The City") that:

This Memorandum of Understanding (MOU) incorporates and supersedes any previous Memoranda of Understanding and any 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 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 Memorandum of Understanding are to be effective July 1, 2021 to June 30, 2024.

ARTICLE 2 - RECOGNITION

SECTION 2.1 - RECOGNITION

The City of Hawthorne recognizes the Hawthorne Police Officers' Association 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 of Understanding, the terms, "employee" and "employees" refer, individually and collectively, to those persons at the City's facilities for whom the Association has been recognized as the representative. For the purpose of identification only, such persons are described as those persons, if any, assigned to the following classification: POLICE OFFICER

ARTICLE 3-EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

SECTION 3.1 - NEWLY HIRED EMPLOYEES

The City agrees to provide the Association with a list, on a monthly basis, of names and addresses of all newly hired full-time employees holding the Police Officer classification.

SECTION 3.2-DUES DEDUCTION

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

SECTION 3.3 - TIME OFF FOR ASSOCIATION REPRESENTATIVES

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

ARTICLE 4 --NO DISCRIMINATION, NO HARASSMENT

Both parties to this Memorandum of Understanding 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, 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 the previous salary schedule effective July 1, 2019.

A	B	C	D	E	F	G	H	I	J
\$6,207	\$6,362	\$6,521	\$6,684	\$6,851	\$7,023	\$7,198	\$7,378	\$7,577	\$7,775
\$35.810	\$36.704	\$37.621	\$38.562	\$39.525	\$40.517	\$41.527	\$42.565	\$43.713	\$44.856

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

A	B	C	D	E	F	G	H	I	J
\$6,331	\$6,489	\$6,651	\$6,818	\$6,988	\$7,163	\$7,342	\$7,526	\$7,729	\$7,931
\$36.525	\$37.437	\$38.371	\$39.335	\$40.315	\$41.325	\$42.358	\$43.419	\$44.590	\$45.756

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

The initial compensation to be paid for any position in Section 2.2 shall be Step "A." The Chief of Police with the approval of the City Manager may appoint personnel at a step higher than Step "A."

SECTION 5.3 - LATERAL ENTRY

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.

SECTION 5.4 – PLACEMENT AND ADVANCEMENT IN SALARY

A. A lateral entry sworn Police Officer may be hired above Step "A" based on his qualifications and as recommended by the Chief of Police and approved by the City Manager.

B. Step "A" shall be the entry level salary step for a sworn Police Officer appointed or hired by the City with no previous sworn law enforcement experience.

C. Employee compensation shall advance on the salary schedule as follows:

- a. Step "B" shall be the salary step for a sworn Police Officer who has successfully completed twelve (12) months of service with the City of Hawthorne.
- b. Step "C" shall be the salary step for a sworn Police Officer who has successfully completed twenty-four (24) months (2 years) of service with the City of Hawthorne.
- c. Step "D" shall be the salary step for a sworn Police Officer who has successfully completed thirty-six (36) months (3 years) of service with the City of Hawthorne.
- d. Steps "E through J" shall be for sworn Police Officers who have completed forty-eight (48) months (4 years) or additional years in increments of twelve (12) months of full-time service with the City of Hawthorne.

July 31, 2021 (this amendment was authorized by Hawthorne City Council on September 28, 2021)

D. Effective the first pay period following the adoption of this Memorandum of Understanding by the City Council, current employees will be placed at the salary step commensurate with their current years of service as a sworn Police Officer with the City. This placement is regardless of the employee's current salary step placement, unless it will result in an employee being

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subject to placement at a lower salary step. In that case, the employee's salary step shall not change, and he shall remain at his current salary step until he has completed the requisite full-time years of service to advance to the next eligible salary step.

E. Examples to clarify placement and advancement provisions above (D through E) are:

July 31, 2021 (this amendment was authorized by Hawthorne City Council on September 28, 2021)

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1. ~~Effective the first pay period following adoption of this Memorandum of Understanding by the City Council,~~ an employee with seven years of service with the City as a sworn Police Officer who is at step B would be placed at Step "H" and remain at Step "H" until his anniversary date of appointment or hire as a sworn Police Officer, at which time would advance to Step "I." After twelve (12) months at Step "I," the employee would advance to Step "J" on the employee's anniversary date of appointment or hire as a sworn Police Officer

2. Effective the first pay period following adoption of this Memorandum of Understanding by the City Council, an employee who was hired as a lateral entry Police Officer with the City of Hawthorne who is currently at Step "G," but has only four years of service as a sworn Police Officer with the City of Hawthorne, would be placed at Step "G" on the Salary Schedule effective July 1, 2019, to avoid a loss of pay. The employee would remain at Step "G" until he has reached seven years of service, at which time the employee would advance to Step "H" on the employee's anniversary date of appointment or hire as a sworn Police Officer.

F. After the implementation of 5.4(E) above, all advancements on the salary schedule shall be effective the start of the pay period following the employee's anniversary date reflecting date of appointment or hire as a sworn Police Officer with the City of Hawthorne.

G. Each employee shall advance to the next salary step as provided above, but such advancement may be delayed by the Chief of Police in his discretion in the event an employee's job performance is below standards and the employee has been given a reasonable period of performance improvement. Advancement on the Salary Schedule may not be retroactive in this case. Thereafter, advancement on the Salary Schedule shall be in accordance with Section 5.4(F) above.

ARTICLE 6 - WORK SCHEDULE

SECTION 6.1 – REGULAR WORK SCHEDULE

- A. All employees covered by this Memorandum of Understanding shall have a regular reoccurring work schedule of one hundred and sixty (160) hours per twenty-eight (28) workday period.
- B. The Patrol Division shall continue to function on a 3/12.5 work schedule for the term of this Memorandum of Understanding 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.

- C. 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 practical. The City shall meet and confer with the Association regarding the impact of the decision prior to implementing a general change.

SECTION 6.2

The Patrol Division shall continue to function on a 3/12.5 schedule for the term of this agreement and may switch to a 4/10 schedule at discretion of the Chief of Police Services. However, no division within the HPOA bargaining unit shall switch to any other schedule without HPOA agreement.

ARTICLE 7 - OVERTIME COMPENSATION

SECTION 7.1 - SECTION 207(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

A. 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 4850.

SECTION 7.3 - OVERTIME DEFINITION

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 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 work 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.

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

SECTION 8.2 - Employees may accrue up to a maximum of six hundred and fifty (650) hours compensatory time.

SECTION 8.3 - 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 - Compensatory time off shall not count towards the computation of the regular rate of pay.

SECTION 8.5 - Compensatory time balance shall appear on the employee's paycheck stub.

SECTION 8.6 - 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 COMPENSATION 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 his/her regular rate of pay for each morning and two hours at a rate of one and one-half times his/her regular rate of pay for each afternoon the employee is required to be on court standby status.

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

An employee appearing for a subpoenaed court appearance which arises out of the course of his 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. Should an officer who is subpoenaed to court in the course of his 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. If the employee is subpoenaed to be in court on his/her regularly scheduled shift, the employee shall receive compensation for actual court time at his/her straight time rate.

SECTION 9.4. UNIFORM MAINTENANCE ALLOWANCE

- A. Employees covered by this Memorandum of Understanding receive a uniform maintenance allowance payable at a rate of \$6.71 per pay period and reported as special compensation to the extent as allowed by CalPERS regulations. The uniform allowance of \$6.71 is included in the employee's regular bi-weekly payroll paid via direct deposit.
- B. 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 - SPECIALIST PROGRAM

- A. The following assignments are identified as specialist assignments. The premium pay for employees working in such assignments shall be six (6) percent of base salary: Community Relations Officer, Canine Handler, Full Time Helicopter Observer, Helicopter Pilot, Motor Officer (two-wheel motorcycle duty), Traffic Officer (car), Detective Bureau, METRO Special Enforcement Unit, Gang Intelligence Unit, Narcotics Unit, G.H.M.E.T. (Gardena Hawthorne Mental Evaluation Team), and any employee assigned to a Task Force by the Chief of Police. Premium pay shall also be paid to employees assigned to other special assignments. The duration of service in such assignments shall be at the discretion of the Chief of Police.
- B. The selection, the assignment, and the reassignment of employees to and from all Specialist assignments shall be made in accordance with the Hawthorne Police Department Policy and Procedure Manual. Any changes to such policies and procedures may be made by the Chief of Police after meeting and conferring with the Association regarding the impact of such change(s) prior to implementation.
- C. Hazard Pay - Effective March, 13, 2010, a Police Officer who is assigned and is actively performing the requirements of the specialist position of Motor Officer, as defined in Section 9.5 (A), shall receive an additional compensation of three (3) percent of their current base salary.
- D. Stipend for Care and Maintenance of Canine

In addition to the 6% premium pay stated above, K-9 Officers will receive an additional five hundred dollars (\$500.00) stipend per month as compensation reasonably necessary for the routine care and maintenance of the assigned canine while that canine is in the officer's possession. The parties further agree that this stipend is intended to compensate unit members assigned to canine duty for all off-duty hours spent caring for and maintaining their assigned canine in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty care and maintenance duties. The hours

represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to the canine duty in the HPD, as well as similar agencies, and as addressed by *Leever v. City of Carson City* (9th Cir. 2004) 360 F.3d 1014. It is the intent of the parties to this MOU through the provisions of this section to fully comply with the requirements of FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

SECTION 9.6 - INVESTIGATOR INCENTIVE PREMIUM PAY

Effective July 1, 2019, employees working in the following investigator assignments: Detective Bureau; Narcotics Unit; Metro-Special Enforcement Unit; Task Force Officers; Traffic Accident Investigator; and, Gang Unit shall receive Investigator Incentive Premium Pay (rather than Specialist Program Premium Pay) as set forth below:

Less than 6 years	Six percent (6%) of base salary
Over six years	Eight percent (8%) of base salary
Over eight years	Ten percent (10%) of base salary

Previous time spent in an investigator assignment with the City shall count for eligibility for the purpose of receiving Investigator Incentive Premium Pay. This premium pay will be reported as special compensation to the extent as allowed by CalPERS regulations.

SECTION 9.7 - INVESTIGATOR INCENTIVE RETENTION PAY

Effective July 1, 2019, employees with at least four (4) years' experience as an Investigator qualifying for Investigator Incentive Pay as set forth in Section 9.6, above, shall retain fifty percent (50%) of Investigator Incentive Pay when assigned to a non-investigator assignment. Investigator Incentive Pay cannot be combined with Specialist Pay. For example: A five-year Investigator receiving six percent (6%) Investigator Incentive Pay would continue to receive three percent (3%) Investigator Incentive Retention Pay in patrol.

SECTION 9.8 - FIELD TRAINING OFFICER PROGRAM

- A. The premium pay for employees assigned to field training officer duties shall be seven (7%) percent of base salary.
- B. The selection, assignment, and the reassignment of employees to and from the Field Training Officer assignments shall be made in accordance with the Hawthorne Police Department Policy and Procedure Manual. Any changes to such policies and procedures may be made by the Chief of Police after meeting and conferring with the Association regarding the impact of such change(s) prior to implementation

SECTION 9.9 - RETENTION PAY

- A. Effective September 1, 2010, an employee shall receive a pay increase of eleven percent (11%) beginning on the commencement of the twenty-sixth (26th) year of continuous employment with the City as a sworn peace officer, including reserve time. Retention pay shall be subject to all deductions and shall be included for retirement gross pay benefits. 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. Effective the beginning of the pay period in which the employee is entitled to this special pay, his rate of accrual leave time shall be adjusted in accordance with the provisions of Article 13. Vacation and Section 14.1 - Sick Leave Accrual.

SECTION 9.10 - EDUCATIONAL ACHIEVEMENT - INCENTIVE PAY

The City of Hawthorne shall provide for educational incentive in accordance with the provisions outlined below:

- A. Educational Achievement pay shall be reported as special compensation to the extent allowed by CalPERS regulations.
- B. Educational Achievement is based upon the Officer's own personal and professional growth and shall be obtained upon his/her own time, without overtime compensation. This, however, does not include situations where the City sends or requires an employee to attend any special or technical classes during working hours and at City expense.
- C. An employee hired on an "entry level" basis shall become eligible for Educational Achievement pay upon being appointed to permanent status. An employee hired on a "lateral entry" basis shall be entitled to Educational Achievement pay upon the first day of the first pay period following 30 days of employment.

D. Upon presentation to the Department of the following Certificates, and/or degrees, the employee shall be eligible to receive the following percentages of base pay for each Education Achievement increment, effective the beginning of the next payroll period:

Effective July 31, 2021: (this amendment was authorized by Hawthorne City Council on September 28, 2021)

Intermediate POST Certificate	8%
Advanced POST Certificate	12%
Associate of Arts Degree	3%
Bachelor's Degree	3%
Master's Degree	3%

Employees who have Advanced POST Certificates are deemed to possess an Intermediate Certificate.

Employees who have a Master's degree are deemed to possess a Bachelor's and Associate of Arts Degree.

Employees who possess a Bachelor's degree are deemed to possess an Associate of Arts Degree.

E. In total, employees receiving educational incentive pay shall be entitled to a maximum of twenty-nine percent (29%).

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SECTION 9.11 - 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 9.12 - PHYSICAL FITNESS INCENTIVE

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

- A. A seminar providing education and motivation for a productive and healthy lifestyle.
- B. An on-site health evaluation for affected employees conducted semi-annually to determine relevant measures for analysis and incentive payment. The measurements will include:
 - 1. Resting blood pressure
 - 2. Exercise blood pressure
 - 3. Pulmonary function test
 - 4. Fitness level
 - 5. Cholesterol
 - 6. HDL cholesterol
 - 7. Cholesterol VHDL ratio
 - 8. Body composition
 - 9. Stress ECG
 - 10. Strength and Flexibility
- C. A personalized program of exercise and nutrition for participating members.
- D. Follow up workshops to provide participating Association employees a means to re-evaluate progress and change.
- E. Effective March 18, 2018, the Physical Fitness Incentive for all employees covered under this Memorandum of Understanding is amended as follows: The physical fitness test may be taken once a year during the month of June. Instead of earning paid leave benefits, the following compensation adjustments shall apply to employee's meeting the performance standards of this program. The performance standards for the Physical Fitness Incentive are depicted in Article 9, Table 1. The scoring is as follows:

Table 1

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

F. The results of the physical examination will be used solely for the administration of the program. Participation in this program will be voluntary and, thus, overtime or

training time pay will not be granted for time spent in seminars and physical examinations. Finally, no incentive compensation will be granted unless the participating employee has completed the entire program process, including attendance at seminars and completion of the physical examination.

G. The City shall no longer pay the cost of the outside trainer/consultant.

H. The Physical Fitness Incentive shall be reported as special compensation the extent allowed by CalPERS regulations.

SECTION 9.13 - DETECTIVE STANDBY COMPENSATION

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 24-hour period or fraction thereof an employee is placed on stand-by. For example, an employee who is placed on stand-by for sixty-three (63) hours would receive fifteen (15) hours of stand-by pay at straight time.

SECTION 9.14 - DETECTIVE BUREAU & ADMINISTRATIVE PERSONAL HOLIDAY SCHEDULING

An employee assigned as a Detective or assigned to administrative duties (non-uniform) may work on a fixed holiday and at his election be compensated with holiday pay or comp time.

SECTION 9.15 - ACTING PAY

A. Employees covered by this Memorandum of Understanding who are temporarily assigned to a higher classification shall be entitled to Acting Pay for the period appointed to the higher classification. Acting pay shall be at least a four and one-half percent (4 ½%) increase calculated by obtaining the percentage difference between the higher pay step and the employee's current pay step.

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 9.16 - 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 Police Chief, shall receive bonus pay according to the following rules:

A. To be eligible for this assignment bonus, an employee must have 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. Effective July 1, 2017, the City shall pay each designated employee a bonus of sixty dollars (\$60.00) per pay period.

ARTICLE 10 - 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 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. An employee must attend an educational institution that is accredited by an agency recognized by the U.S. Department of Education.
- E. Receipts for reimbursed expenses shall be submitted to the City prior to reimbursement.
- F. Other than as indicated below, all course work will be approved on a course by course basis.
- G. 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.
- H. Employees shall also be eligible for reimbursement for books purchased as required reading for reimbursable course work.

ARTICLE 11- DATE OF EMPLOYMENT

SECTION 11.1 - EFFECTIVE DATES OF PERSONNEL ACTION

All employees shall be paid biweekly. All step advancements, promotions, changes of classifications, retention and educational allowances that result in a change of pay shall be effective at the start of a payroll period or the start of the pay period following the employee's anniversary date.

SECTION 11.2 – PROBATIONARY PERIOD

- A. The probationary period for a Police Officer appointed or hired with no prior law enforcement experience shall be eighteen (18) months. Such probationary period may be extended by the Chief of Police for an additional six months.

- B. The probationary period after promotion shall be twelve (12) months.
- C. Probation for a lateral entry Police Officer shall be twelve (12) months.
- D. At the discretion of the Chief of Police and with concurrence of the probationary employee, the Chief of Police may extend the employee's probationary period in ninety (90) day increments, up to one hundred and eighty (180) days.

ARTICLE 12 - HOLIDAYS

SECTION 12.1 - FIXED HOLIDAYS

For the period of July 1, 2021 through December 31, 2021, the following days shall be considered fixed holidays.

Independence Day	Sunday, July 4, 2021
Labor Day	Monday, September 6, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021
Christmas Eve	Friday, December 24, 2021
Christmas Day	Saturday, December 25, 2021

For the period of January 1, 2022 through December 31, 2022, the following days shall be considered fixed holidays:

New Year's Day	Saturday, January 1, 2022
Martin Luther King Day	Monday, January 17, 2022
Lincoln's Birthday	Saturday, February 12, 2022
Presidents' Day	Monday, February 21, 2022
Cesar Chavez Day	Thursday, March 31, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Saturday, December 24, 2022
Christmas Day	Sunday, December 25, 2022

For the period of January 1, 2023 through December 31, 2023, the following days shall be considered fixed holidays:

New Year's Day	Sunday, January 1, 2023
Martin Luther King Day	Monday, January 16, 2023
Lincoln's Birthday	Sunday, February 12, 2023
Presidents' Day	Monday, February 20, 2023
Cesar Chavez Day	Friday, March 31, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Saturday, November 11, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023

For the period of January 1, 2024 through June 30, 2024, the following days shall be considered fixed holidays:

New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Lincoln's Birthday	Monday, February 12, 2024
Presidents' Day	Monday, February 19, 2024
Cesar Chavez Day	Sunday, March 31, 2024
Memorial Day	Monday, May 27, 2024

SECTION 12.2 - FLOATING HOLIDAYS

- A. In addition to the "fixed" holidays listed above, each employee shall be entitled to one "floating" holiday per year. Such holidays will be posted January 1st. If the employee does not take this holiday prior to the last day of the last pay period in December, he/she shall be compensated for ten (10) hours of current straight time compensation. The employee may elect, however, at his/her request to carry over a maximum of two (2) floating holidays to be used in the following year.
- B. Any employee hired after September 1st in any year shall receive his/her first floating holiday on the following January 1.
- C. Employees entitled to the retention benefit specified in Section 9.9 shall not receive any floating holidays. Employees entitled to the retention benefit specified in Section 9.9 shall become eligible for this benefit beginning January 1, 2003.

SECTION 12.3 - HOLIDAY TIME OFF

- A. Holidays, both "fixed" and "floating", shall be taken as ten (10) or twelve and one-half

(12.5) hours depending upon the schedule the employee is assigned at the time the leave is taken.

For example: An employee working a ten (10) hour shift shall be entitled to ten (10) hours of paid leave. An employee working an eight (8) hour shift shall be entitled to eight (8) hours of paid holiday leave.

- B. Employees shall receive holiday pay over and above regular base salary for the prescribed holidays irrespective of whether the employees are scheduled to work on that date. An employee not scheduled to work on the designated holiday who was required to work overtime shall receive overtime compensation in addition to the prescribed holiday pay.
- C. Effective July 1, 2017, holiday pay may be received as compensatory time off or cash.

ARTICLE 13 - VACATION

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

- A. Effective September 1, 2010, 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
26	22	0.85

- B. Vacation time shall be available for use immediately after it has been earned.
- C. 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.
- D. Vacation time balance shall appear on the employee's paycheck stub.

ARTICLE 14 - SICK LEAVE

SECTION 14.1 - SICK LEAVE ACCRUAL

- A. Full-time employees shall accrue paid sick leave at the rate of three point seven (3.70) hours for each bi-weekly 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.
- B. Effective the pay period that includes July 1, 2021, employees entitled to retention pay per Section 9.9 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 State law.

SECTION 14.2 - SICKLEAVE 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/her normal duties. An employee who is unable to report to work due to illness or injury, shall notify his/her supervisor, as soon as reasonably possible, of that fact and give him/her the telephone number and/or address at which the employee can be reached. In addition, an employee shall advise his/her supervisor of his/her status at least every other scheduled shift.
 2. Health and dental appointments during scheduled working hours.
 3. Disability caused by pregnancy or childbirth.
 4. 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 (8 or 10 hour) during the 12-month period beginning with the first pay period commencing in December through the last pay period commencing in November. Use of sick leave under this provision (#4) shall not cause an employee to be penalized or to have abused sick leave for purposes of performance evaluations, special assignments, or promotions.
 5. 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 employee's Department Head, or designee, and the Director of Administrative Services or designee.

SECTION 14.3 - PROVISIONS AND PAYMENT OF SICK LEAVE ARE AS FOLLOWS:

- A. If an employee has accumulated at least three hundred and sixty (360) hours but no more than seven hundred and twenty (720) hours of sick leave, that employee has the option of receiving up to fifty (50%) percent of any additional

accumulated sick leave in current compensation, or of continuing to accrue annual sick leave up to a maximum of one thousand fifty-six (1,056) hours. The maximum cash payment shall be equivalent to forty-eight (48) hours of the employee's current compensation.

- B. If any employee has accumulated at least seven hundred and twenty (720) hours of sick leave but no more than nine hundred and sixty (960) hours, that employee has the option of receiving up to one hundred percent (100%) of additional accumulated sick leave in current compensation or of continuing to accrue annual sick leave up to a maximum of one thousand fifty-six (1,056) hours. The maximum cash payment is ninety-six (96) hours of current compensation.
- C. If an employee has accumulated 1056 hours of sick leave, all additional accumulated sick leave will be paid in current compensation. The maximum cash payment is ninety-six (96) hours of current compensation.
- D. Payment dates under Section 14.3 A, B and C, shall be during the month of December. Options or automatic conversion of accumulated sick leave, whichever is applicable, shall be made on the first payroll date in December. Maximum benefits under this Section shall be forty-eight (48) hours pay and forty-eight (48) hours accumulated sick leave for officers and employees who have accumulated not less than three hundred and sixty (360) hours nor more than one thousand fifty-six (1,056) hours of sick leave; for officers and employees who have accumulated seven hundred twenty (720) hours of sick leave, the maximum benefits under this Section shall be ninety-six (96) hours pay.
- E. Notwithstanding the language of Sections A through D, above, effective July 1, 2015 through June 30, 2017, employees (not retiring or separating) may not covert sick leave to cash. Effective July 1, 2016, the sick leave accrual maximum is increased from one thousand fifty-six (1,056) hours to one thousand one hundred sixty-two (1,162) hours.
- F. Effective July 1, 2017, if an employee has accumulated at least four hundred (400) hours but no more than eight hundred (800) hours of sick leave, that employee has the option of receiving up to fifty percent (50%) of any additional accumulated sick leave in current compensation or may continue to accrue sick leave up to a maximum of one thousand two hundred forty-eight (1,248) hours. The maximum cash payment shall be equivalent to forty-eight (48) hours of the employee's current compensation.

If an employee has accumulated at least eight hundred (800) hours but no more than one thousand one hundred fifty-two (1,152) hours of sick leave, that employee has the option of receiving up to one hundred percent (100%) of any additional accumulated sick leave in current compensation or may continue to accrue sick leave up to a maximum of one thousand one hundred fifty-two (1,152) hours. The maximum cash payment shall be equivalent to ninety-six (96) hours of the employee's current compensation.

If an employee has accumulated one thousand one hundred fifty-two (1,152) hours of sick leave, all additional accumulated sick leave will be paid in current compensation. The maximum cash payment is ninety-six (96) hours of current compensation.

G. Unused Accumulated Sick Leave:

1. Retirement.

Upon retirement, those covered under this Agreement shall receive 100% payoff of unused sick leave.

2. Voluntary Quit.

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

ARTICLE 15- 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 16 --BEREAVEMENT LEAVE

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

ARTICLE 17 - EMPLOYEE/DEPENDENT HEALTH, DENTAL AND LIFE INSURANCE

SECTION 17.1 – 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 and One Dependent	\$6.53/per pay period
Employee and Two(+) Dependents	\$11.07/per pay period

SECTION 17.2 - 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 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 and One Dependent	\$6.77/per pay period
Employee and Two(+) Dependents	\$12.12/per pay period

SECTION 17.3 - LIFE INSURANCE, OPTICAL INSURANCE AND LONG-TERM DISABILITY INSURANCE

1. The City shall provide each affected employee with a term life insurance policy of \$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 (\$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.

2. The City shall provide each employee with an optical plan provided by Vision Service Plan (VSP) for each employee and their dependent/s, at a cost not to exceed sixteen dollars (\$16.00) per month per employee.
3. The City shall provide each affected employee with a Long-Term Disability (LTD) Plan as provided by P.O.R.A.C. For each employee, at a cost not to exceed thirty-two dollars (\$32.00) per month per employee.
4. The City's combined cost for these three insurance plans shall not exceed sixty-six dollars (\$66.00) per month per employee.

SECTION 17.4 - MANAGED HEALTH NETWORK (MENTAL HEALTH COUNSELING)

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

SECTION 17.5 - MEDICAL EXAMINATION

A. All full-time employees shall be given a choice of a complete medical examination.

Effective July 1, 2003, all full-time employees will have the choice of a medical examination or a "CT Scan" at City expense once every thirty-six months.

B. All employees shall be entitled to an influenza vaccination annually.

ARTICLE 18 - 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 (10) days) to his regular compensation, provided that he/she deposits his jury services fees other than for mileage reimbursement with the City of Hawthorne.

ARTICLE 19 - 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 or the State of California.

ARTICLE 20 - DEFERRED COMPENSATION

The City will continue to offer a deferred compensation plan to employees covered under this agreement.

ARTICLE 21-REPLACEMENT OF PROPERTY

The City will provide the replacement value of any personal property damaged beyond repair in the course and scope of employment, or otherwise pay for the repair of such property.

ARTICLE 22 - SAFETY EQUIPMENT

A. At the time of assignment to Police Officer duties, each employee shall be provided with the following:

- (1) Glock 17
- (2) Holster
- (3) Sam Browne Belt
- (4) Cartridge Case
- (5) Handcuffs
- (6) Handcuff Key
- (7) Handcuff Case
- (8) Keepers ~~4~~
- (9) Key Holder
- (10) Impact Weapons (PR-24, OPN or straight stick)
- (11) Baton Ring
- (12) Flashlight

(13) Bullet Resistant Vest

(14) Raincoat

- B. Employees assigned to two-wheel motorcycle patrol duty will be provided with a helmet, safety boots, gloves, safety glasses, and leather jacket.
- C. All safety equipment issued by the City shall be returned to the City at the time of separation.
- D. The City shall provide for the replacement of batteries, bulbs, and switches for "Streamlight" flashlights owned by an employee and used on duty.

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 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 PERS 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 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 1, 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 20024.2) for classic members
- B. Military service credited as public service (Section 20930.3)
- C. 1959 Survivors Benefit (Section 21382.4)
- D. Post retirement survivor allowance to continue after remarriage (Section 21266)
- E. Pre-retirement death benefit (Section 21365.6)
- F. Continuation of death benefits after re-marriage (Section 21373)

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 PERS.

Minimum Requirements:

- 1. 20 years of service in the Hawthorne Police Department.
 - 2. Age 50 years.
- B. A qualified retiree shall be covered by this provision as long as he is eligible for CalPERS health insurance coverage.
 - C. The dependent spouse of a qualified retiree shall be covered by this provision.
 - D. 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.
 - E. 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 - MOU DISBURSEMENT

The City agrees to provide each member of the Association with a copy of the MOU.

ARTICLE 26 - GRIEVANCE PROCEDURE

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

A. Definition:

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

B. Scope and Limitations:

1. 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.
2. Disputes over matters subject to review by the Civil Service Commission are not grievable.
3. 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.
4. The grievant may be represented by an attorney, the Association or both, at the final stages of the grievance procedure.
5. 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.
6. 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.
7. Any level or time period may be waived by mutual written consent of both the grievant and the City.

C. 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. This 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. A grievance not resolved at this level may proceed directly to the third step within the time limits set forth in paragraph (a) thereof.
2. Second Step: Formal Procedure
 - a. Except as provided in paragraph (c) of 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, 1, b, the grievance may be continued as provided above, within seven (7) days after the expiration of the time period set forth in Section C, 1, b. The 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 or 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 by the Second Step may be continued if appealed to the Director of Administrative Services or designee within fourteen (14) days of receipt of the final decision of the Department Head or designate thereof. If no decision was forwarded within the time period set forth in Section C, 2, b, the grievance may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section C, 2, b. 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 Director of Administrative Services 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 (a) 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, 3, b, the decision may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section C, 3, b.
- 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 the flip of a coin or other similar devise.
- 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 borne 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 27 – SEPARABILITY

SECTION 27.1

Should any provision of this MOU 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.

SECTION 27.2

Should a court, administrative agency or the Department of Labor advise the City that any provision of this Agreement is unlawful or violates the FLSA, practices pursuant to the unlawful provision(s) shall cease upon notification and the parties shall reopen the said provision of the MOU to meet and confer in an attempt to reach a substitute provision as permitted by law.

ARTICLE 28 – ASSOCIATION BUSINESS LEAVE

Association Business Leave shall be maintained as a separate category of leave by the City's Finance Department. Each calendar year the City designates one hundred (100) hours of Association Business Leave to be utilized during that calendar year. Unused Association Business Leave shall not carry over to the next calendar year. The purpose of this section is to compensate for authorized Association business conducted during an employee's off duty time.

Association Business is authorized if (1) the Association member/representative provides to his or her supervisor prior written notice of his or her intent to attend a specific Association activity while off duty, (2) provides authorization from the Association for the representative's attendance at that specific activity, (3) upon request, submits appropriate documentation to his or her supervisor demonstrating proof of the representative's attendance (i.e., certificates, receipts, etc.) at that specific session (if applicable). The representative shall be entitled to accrue time off equal to the number of hours, including reasonable travel time outside the City of Hawthorne not to exceed two hours each way actual travel time and for attending that specific activity.

Said Association Business Leave may only be utilized by the representative at a date and time that is mutually agreeable to the representative and his or her supervisor. All Association Business Leave accrued through December 31st of each year shall be used no later than December 31st (in the same calendar year). Any leave time not used by that date will be forfeited.

ARTICLE 29 - 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 29.1 - 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 29.2 - 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 29.3 – Reopeners

- A. 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 this agreement for the purpose of determining the approximate number of off-duty hours per day that an officer assigned to canine duty spends on the care and feeding of the canine. The parties will also negotiate over the hourly rate of pay that a canine officer will receive for these off-duty tasks. The parties have agreed that \$500.00 per month is the appropriate compensation for these off-duty tasks. The parties' intent in these reopener negotiations is to determine an hourly rate for these duties, which when paid at time and one-half (1.5) for the number of off duty-hours determined to be the approximate off-duty time spent on these tasks, will equal a monthly compensation of approximately \$500.00 per month, but in no case less than \$500.00 per month.
- B. 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 the following articles of the MOU: 12.2 – Floating Holiday, Section 12.3 Holiday Time Off, and Section 14.3 - Provisions and Payment of Sick Leave.

ARTICLE 30 - EXEMPT EMPLOYEES

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

ARTICLE 31 – NO STRIKE - NO LOCKOUT

SECTION 31.1 - The Association, its officers, agents, representatives, and/or members agree that during the term of this Memorandum of Understanding they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

SECTION 31.2 - The City agrees that it shall not lockout its employees during the term of this Memorandum of Understanding. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, and layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this MOU or applicable ordinance or law.

SECTION 31.3

Any employee who participates in any conduct prohibited in Section 31.1 above may be subject to Disciplinary action up to and including discharge.

SECTION 31.4

In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 31.1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 31.1 above and return to work.

ARTICLE 32 - EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the City Manager or his designee so declares, any provisions of this MOU or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended of the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the MOU and any personnel rules and policies.

ARTICLE 33 - WAIVER

SECTION 33.1 - The parties mutually agree that neither party shall seek to negotiate or bargain or compel the other party to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

SECTION 33.2 - The parties shall reopen any provision of this MOU for purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

SECTION 33.3 - The parties acknowledge that this MOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Hawthorne. Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and Association.

ARTICLE 34 - NEGOTIATIONS WITH OUTSIDE AGENCY

The Association 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 agreement.

ARTICLE 35 - TERM OF THE AGREEMENT

This Memorandum of Understanding shall be in full force and effect from July 1, 2021 up to and including June 30, 2024. The Association may re-open negotiations at any time upon a 15-day written notice to the City. The parties reserve the right, upon mutual agreement, to meet and confer, in good faith, with respect to any subject or matters within the scope of representation, during the term of this Memorandum. The parties jointly agree to recommend the provisions of this Memorandum of Understanding to the City Council for its adoption, and, if adopted, to abide by its provisions for the term hereof. In the event this Memorandum of Understanding expires without a successor Memorandum of Understanding in place, the parties will adhere to the terms of this Memorandum of Understanding.

Representing:

THE HAWTHORNE POLICE OFFICERS' ASSOCIATION



Michael B. Matson, HPOA Representative



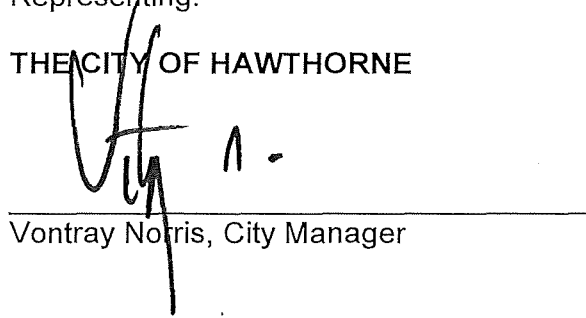
Anthony Barlin, HPOA Representative



Thomas J. Heffner, HPOA Representative

Representing:

THE CITY OF HAWTHORNE



Vontray Norris, City Manager