



SIDE LETTER OF AGREEMENT

CITY OF HAWTHORNE
AND
HAWTHORNE MUNICIPAL EMPLOYEES' ASSOCIATION (HMEA)

This side letter is executed pursuant to the June 1, 2015 – June 30, 2020 Memorandum of Understanding (MOU) between the City of Hawthorne and the Hawthorne Municipal Employees' Association. The City and HMEA have met and conferred in good faith and have reached agreement to modify articles within the MOU. All other terms and conditions of the MOU for July 1, 2015 – June 30, 2020, shall remain in full force and effect except as to the specific changes stated below.

Article 2.3 - Agency Shop

Replace Article 2.3 Agency Shop with the following:

Article 2.3 HMEA Dues Deduction

A. Dues

Upon written notice from the Association that authorization has been received by a represented employee, the City will deduct dues or other voluntary deductions for association members. Such amounts shall be determined by the Association and implemented by the City in the first payroll period which starts 30 days after written notice of the applicable rate(s) of Association dues and/or representation fees is received by the City. Under no circumstances shall dues or fees be collected from employee's paychecks on a retroactive basis.

B. Management Responsibilities

1. The City shall cause the amount of the dues to be deducted from twenty-six (26) biweekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein.
 - a. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City within thirty (30) working days after the conclusion of the month in which said dues and/or deductions were deducted.
2. The City will provide the Association with the name, home address, and employee number of each permanent employee in January and July of each year unless the employee has exercised their option to opt out of having this information provided as permitted under the law.

3. The City shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.
4. Information detailed above shall be provided either in the form of a computer file or in a printed report as requested by the Association.

C. Association Responsibilities

1. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and to all HMEA members, within sixty (60) calendar days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

Article 7 – Benefits Related to Time

Modify introductory section of 7.4 Vacation Leave as follows:

All regular full-time employees covered under this agreement shall be entitled to vacation with pay when in paid status for a minimum of forty (40) hours (paid status includes hours worked or use of accrued leave) as follows:

Modify Section 7.4 E as follows:

- E. Employees with (20) or more years of full time service will accrue vacation pay at the rate of 7.25 hours per pay period.

Insert the following language into section 7.4 F as follows:

- F. Effective May 26, 2020-June 30, 2021, the cash out provisions of Section 7.4 F are suspended and no leave cash payments will be available to employees. Employees may accrue vacation without a cap in place during this time.

Modify Section 7.5 Sick Leave C. Payment of Sick Leave by inserting language as follows:

Effective May 26, 2020-June 30, 2021, sick leave cash payments identified in Section 7.5 C Payment of Sick Leave are suspended and no leave cash payments will be available to employees for sick leave. Employees may accrue sick leave without a cap in place during this time.

Sick leave upon separation as identified in Section 7.5 pursuant to "Voluntary Quit" or "retirement" shall remain in effect.

Article 10 – Special Pay Provisions

Replace Section 10.1 D. language as it relates to a Class B license as follows:

Employees who possess a Class B Commercial Driver's License and who may be asked to operate a Class B vehicle will receive \$45 per pay period.

Classifications that require a Class B shall have the minimum qualification listed on the job description and new employees may be hired without a Class B but must obtain a valid Class B Driver's License within 12 months of employment. Failure to obtain and/or maintain a Class B Driver's license may result in termination of employment.

A Class B driver's license is not required for employees hired into the in the classification of:

- City Maintenance Worker prior to January 21, 2009;
- Maintenance Worker I prior to March 4, 2018; or
- Skilled Maintenance Worker prior to May 26, 2020
- An employee in these classifications who believes a Class B was not required at their time of appointment and can provide documentation to support that there was no such requirement may use the grievance process to protest the requirement that a Class B license be maintained. Any grievance regarding the Class B requirement in this section must be initiated by June 30, 2020.

Those employees who do not maintain a Class B are ineligible for the \$45 per pay period Class B pay.

Article 16 – Other Terms

Replace the language in Section 16.1, Furloughs as follows:

Beginning May 26, 2020 and for the remainder of the term of this MOU, should the City request to meet and confer regarding furloughs, HMEA agrees to meet on this subject within 2 weeks of receiving a request to meet and confer. Use of furloughs through June 30, 2021 requires mutual agreement.

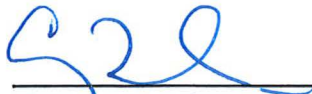
Article 22 – Term of the Agreement

Extend the term of the MOU by one year up to and including the 30th day of June 2021.

This side letter of agreement was approved by the City Council on May 26, 2020.

For the City:


Arnie Shadbeh
Interim City Manager



Christine Tomikawa
Director of Human Resources

Russell Miyahira, City Attorney

For HMEA:



Damian Stafford, Labor Relations Representative
Rains Lucia Stern St. Phalle & Silver, PC



Debbie Chontos, HMEA President

This side letter of agreement was approved via Resolution by the City Council on May 26, 2020.

For the City:



Arnie Shadbeh
Interim City Manager

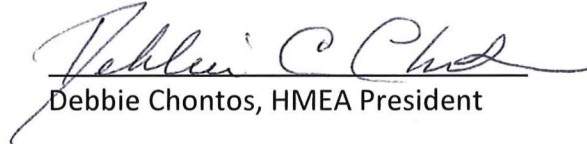
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