

**RESOLUTION NO. 8476**

**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 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**, HPOA has ratified the changes in terms and conditions of the 2024 - 2027 MOU between the City of Hawthorne and HPOA.

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

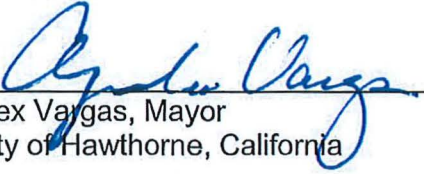
**SECTION 1.** The foregoing recitals in this Resolution are true and correct.

**SECTION 2.** The changes in terms and conditions to be included in the July 27, 2024 - June 30, 2027, MOU between HPOA and the City of Hawthorne are attached hereto, are incorporated herein by reference, and are hereby approved by the City of Hawthorne.

**SECTION 3.** The City Manager is authorized to execute the July 27, 2024 - June 30, 2027, HPOA MOU and make any minor changes thereof.


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 23rd day of July 2024.




Alex Vargas, Mayor  
City of Hawthorne, California

ATTEST:



Dayna Williams-Hunter, City Clerk  
City of Hawthorne, California

Approved As To Form:



Robert Kim, City Attorney  
City of Hawthorne, California

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


I, **Dayna Williams-Hunter**, the duly elected City Clerk of the City of Hawthorne, California, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 8476 was duly adopted by the City Council of the City of Hawthorne, California, at a regular meeting of the City Council held **July 23, 2024** and that it was adopted by the following vote, to wit:

AYES:       Councilmembers Monteiro, Patterson, and Mayor Vargas.

NOES:       None.

ABSTAIN:   None.

ABSENT:     Councilmembers Manning and Reyes English

  
\_\_\_\_\_  
Dayna Williams-Hunter  
City Clerk  
City of Hawthorne, California



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF HAWTHORNE**

**AND THE**

**HAWTHORNE POLICE OFFICERS' ASSOCIATION  
(HPOA)**

**EFFECTIVE**

**JULY 27, 2024 through JUNE 30, 2027**

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## **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 Memorandum of Understanding and any Side Letters amending any previous Memorandum 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 27, 2024 through June 30, 2027](#).

## **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 establishing salaries, wages, hours, and other conditions of employment for 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, attend Association membership meetings, and 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.

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 27, 2024, the following reflects a four-and-one-half (4.5%) increase to the previous salary schedule effective July 1, 2022. The new Step A is 4.5% higher than the old Step C from the previous MOU.

	A	B	C	D	E	F	G	H	I	J
<i>Munis Equivalent</i>	0	1	2	3	4	5	6	7	8	9
Monthly	6,950	7,125	7,302	7,485	7,672	7,865	8,077	8,288	8,495	8,707
Annual	83,404	85,498	87,630	89,824	92,069	94,376	96,922	99,455	101,941	104,490
Hourly Rate	40.098	41.105	42.130	43.185	44.264	45.373	46.597	47.815	49.010	50.235

B. Effective July 1, 2025, the following reflects a four-and-a-half percent (4.5%) increase to the previous salary schedule effective July 27, 2024.

	A	B	C	D	E	F	G	H	I	J
<i>Munis Equivalent</i>	0	1	2	3	4	5	6	7	8	9
Monthly	7,263	7,445	7,631	7,822	8,018	8,219	8,440	8,661	8,877	9,099
Annual	87,157	89,345	91,573	93,866	96,212	98,623	101,283	103,930	106,528	109,192
Rate	41.902	42.954	44.025	45.128	46.256	47.415	48.694	49.966	51.216	52.496

C. Effective July 1, 2026, the following reflects a four and one-half percent (4.5%) increase to the previous salary schedule effective July 1, 2025.

	A	B	C	D	E	F	G	H	I	J
<i>Munis Equivalent</i>	0	1	2	3	4	5	6	7	8	9
Monthly	7,590	7,780	7,974	8,174	8,378	8,588	8,820	9,051	9,277	9,509
Annual	91,079	93,366	95,694	98,090	100,541	103,061	105,841	108,607	111,322	114,105
Rate	43.788	44.887	46.007	47.159	48.337	49.549	50.885	52.215	53.520	54.858

#### D. 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 their 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.
- D. Effective [July 27, 2024](#), 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 subject to placement at a lower salary step. In that case, the employee's salary step shall not change, and they shall remain at their current salary step until they have completed the requisite full-time years of service to advance to the next eligible salary step.
- E. Effective [July 27, 2024](#), 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 27, 2024**, 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. Each employee shall advance to the next salary step as provided above, but such advancement may be delayed by the Chief of Police at 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 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 the discretion of the Chief of Police Services. However, no division within the HPOA bargaining unit shall switch to any other schedule without an 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**

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 of 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 that 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 their 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 a court appearance since the employee is not unreasonably restricted; 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 that arises out of the course of their 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 their employment be required to be in court in excess of the minimum two (2) hours, they shall receive pay at time and one-half (1-1/2) their regular rate of pay for the actual hours the employee is in court. If the employee is subpoenaed to be in court on their regularly scheduled shift, the employee shall receive compensation for actual court time at their 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 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 the following assignments shall be six (6) percent of base salary: Community Relations Officer, Canine Handler, full-time aircraft Observer, 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), School Resource Officer (SRO), and any employee assigned to a Task Force by the Chief of Police.

The premium pay for employees who are routinely and consistently assigned as Full Time Aircraft/Helicopter Pilots shall be eight and one half percent (8.5%) of the base salary.

The premium pay for the Aircraft/Helicopter Pilots and the Full Time Aircraft/Helicopter Observer in Section 9.5(A) shall be reported to CalPERS as special assignment pay pursuant to 2 CCR 571(a)(4) and 571.1(b)(3).

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.

All Special assignment pay set forth in Section 9.5 shall be reported to CalPERS as special assignment pay pursuant to 2 CCR 571 and 571.1.

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

- a. 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 percent (3%) of their current base salary.
- b. Effective July 27, 2024, a Police Officer who is assigned and is actively performing the requirements of the specialist positions of Full Time Aircraft/Helicopter Pilot or Full Time Aircraft Helicopter Observer as defined in Section 9.5(A) shall receive an additional compensation of three percent (3%) 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 six (6) years	Six percent (6%) of base salary
Over six (6) years	Eight percent (8%) of base salary
Over eight (8) years	Ten percent (10%) of base salary

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

**Section 9.7 - Patrol Premium 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 special patrol assignment. **Effective July 27, 2024, the special patrol assignment is for employees who after returning to patrol detail for twenty-one (21) consecutive days following four years of experience as an Investigator qualifying for Investigator Incentive Pay. The patrol premium pay shall equal 50% of the Investigator Incentive Pay and shall be reported to CalPERS pursuant to 2 CCR 571(a) (4) and 5771.1(b) (3).** 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%) as patrol premium pay.

### **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 the base salary.

B. The selection, assignment, and 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. The Chief of Police may make any changes to such policies and procedures 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 and **shall be reported to CalPERS**. 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 July 27, 2024, beginning in the pay period in which the employee is entitled to this special pay, all accrued leave time earned in accordance with the provisions of Article 3. Vacation and Section 14.1 - Sick Leave Accrual **at the rate of 26 years of employment shall be placed in a separate bank to be used during the time period between being entitled to Retention Pay under this section and separation from employment with the City of Hawthorne with each year being rolled over for purposes of use only. Cashing out of any accruals in this 26<sup>th</sup> year to separation bank will be prohibited.**

### **Section 9.10 - Educational Achievement – Incentive Pay**

The City of Hawthorne shall provide for educational incentives 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 at the beginning of the next payroll period:

- |                                  |     |
|----------------------------------|-----|
| i. Intermediate POST Certificate | 8%  |
| ii. Advanced POST Certificate    | 12% |
| iii. Associate of Arts Degree    | 3%  |
| iv. Bachelor's Degree            | 3%  |
| v. 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%).

### **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 employees 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**

<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%

- 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 Physical Fitness Incentive shall be reported as special compensation to 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 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.

#### **Section 9.17 - Premium Pay Maximum**

Employees shall not be entitled to receive premium pay that exceeds a total of fifty-four percent (54%) of their base salary. For purposes of this Section, Premium pay shall include all certificates, degrees, special assignments, physical fitness, investigator pay, and retention and/or all additional pays outside of the base pay. Premium pay exceeding 54% will be adjusted for the maximum cap.

#### **ARTICLE 10 - EDUCATION 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:

1. The reimbursement request shall be submitted and approved by the City Manager prior to enrollment.
2. The course(s) shall be job-related.
3. A semester/quarter grade of "C" or better shall be earned in the course.
4. An employee must attend an educational institution that is accredited by an agency recognized by the U.S. Department of Education.
5. Receipts for reimbursed expenses shall be submitted to the City prior to reimbursement.
6. Other than as indicated below, all coursework will be approved on a course-by-course basis; **however, all courses must be in pursuit of a degree that is related to the mission of the organization.**
7. 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.
8. Employees shall also be eligible for reimbursement for books purchased as required reading for reimbursable coursework.

## **ARTICLE 11 - DATE OF EMPLOYMENT**

### **Section 11.1 - Effective Dates of Personnel Actions**

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. The Chief of Police may extend such probationary period 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 the 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 duration of this MOU, effective July 27, 2024 – June 30, 2027, the following are fixed holidays, with two additional days added: Juneteenth and Indigenous Peoples Day.

Holiday	Acknowledged on
New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Indigenous Day (formerly Columbus Day)	Second Monday of October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Immediate Friday after Thanksgiving
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

### 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 on January 1st. If the employee does not take this holiday prior to the last day of the last pay period in December, they shall be compensated for ten (10) hours of current straight-time



compensation. The employee may elect, however, at their 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 their first floating holiday on the following January 1st.

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 is entitled to ten (10) hours of paid leave, and an employee working an eight (8) hour shift is 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.

D. **Holiday pay is calculated as base pay plus all eligible premiums \*Hourly Rate plus Hourly Rate of each Premium (special compensation)\***

### **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:

<b>Years of Service</b>	<b>Hours Earned Per Year</b>	<b>Hours Earned Per Pay Period</b>
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	192 *use it or lose it	7.38 *use it or lose it

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 **earned prior to 26 years of service** will be converted to cash at the hourly rate existing at the time of dispersal and paid to the employee. **Any hours earned or accrued at 26 years of service will be placed in a separate vacation bank and may be rolled over from year to year prior to separation from employment; however, these hours are not allowed to be cashed out at the point of separation or any other time for any other reason.**

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 27, 2024, employees entitled to retention pay per Section 9.9 of this Memorandum of Understanding shall at 26 years of service accrue ninety-six (96) hours per year at the rate of 3.70 hours per pay period to be placed in a separate sick bank that may be rolled over from year to year prior to separation from employment; however, these hours are not allowed to be cashed out at the point of separation or any other time for any other reason.**

### Section 14.2 - Sick Leave Usage

A. Employees may not take paid sick leave before the completion of six (6) months of employment from the 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 their normal duties. An employee who is unable to report to work due to illness or injury, shall notify their supervisor, as soon as reasonably possible, of that fact and give them the telephone number and/or address at which the employee can be reached. In addition, an employee shall advise their supervisor of their 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 the convalescence of a spouse or dependent. The employee's Department Head or designee and the Director of Human Resources or designee must approve such leave.

**Section 14.3 - Provisions and Payment of Sick Leave 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 percent (50%) 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 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 1,056 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 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 convert 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:

a. Retirement:

Upon retirement, those covered under this Agreement shall receive 100% payoff of unused sick leave [earned prior to 26 years of service and prior to becoming eligible for Retention Pay pursuant to Section 9.9 of the MOU.](#)

b. Voluntary Quit:

Any employee who voluntarily resigns from the City after having ten (10) years of such service shall receive fifty percent (50%) of the value of said employee's accumulated sick leave [earned prior to 26 years of service and prior to becoming eligible for Retention Pay pursuant to Section 9.9 of the MOU.](#)

## **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 the employee 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 the 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.

In accordance with state law, employees are eligible for unpaid leave of up to five (5) working days in the event of the death of an employee's family member. The City will provide unpaid leave in accordance with state law, which will run concurrently with any leave entitlement under City policy. For any leave permitted under state law that is beyond City paid leave, employees may use sick leave, compensatory time off, or vacation time for bereavement leave. This leave must be used within three months of the death of a family member.

## **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 + One Dependent	\$6.53 per pay period
Employee + 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 and their dependents with an optical plan provided by Vision Service Plan (VSP) 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 or an employee assistance program 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 OE 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 a 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 Cal PERS. 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 for 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 that 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 designee 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 Human Resources or designee within fourteen (14) days of receipt of the final decision of the Department Head or designee 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 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 borne equally by the grievant and the 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 lock out 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'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 the Association agreement.


**ARTICLE 35 - TERM OF THE AGREEMENT**


This Memorandum of Understanding shall be in full force and effect from July 27, 2024, up to and including June 30, 2027. 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:

**Hawthorne Police Officers Association**

  
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Thomas Heffner

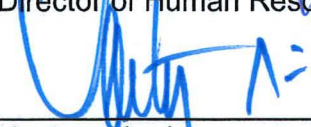
  
\_\_\_\_\_  
John Broc

  
\_\_\_\_\_  
Jesse Lopez

Representing:

**City of Hawthorne**

  
\_\_\_\_\_  
Erka Lampkin  
Director of Human Resources

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