

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF HAWTHORNE**  
**AND THE**  
**HAWTHORNE POLICE OFFICERS' ASSOCIATION**  
**EFFECTIVE**  
**JULY 1, 2011 THROUGH JUNE 30, 2012**

## **ARTICLE 1 - INTRODUCTION**

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

This Memorandum of Understanding (MOU) incorporates any previous Memoranda of Understanding governing the wages, hours, terms and conditions of employment for the employees described in this bargaining unit. The wages, hours and terms and conditions of employment as contained in this agreement shall be recommended to the Hawthorne City Council and, subject to City Council approval, shall be implemented by the appropriate ordinance, resolution or other official action. Unless otherwise indicated, all provisions of the MOU are to be effective July 1, 2011 – June 30, 2012.

## **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, 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 HPOA 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 HPOA.

### **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 MOU agree not to discriminate against any employee or applicant because of 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.

#### **ARTICLE 5 - COMPENSATION**

##### **SECTION 5.1 SALARY SCHEDULE**

The following salary schedule shall be effective July 1, 2011:

<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>
4,863	5,082	5,310	5,539	5,790	6,047	6,199	6,509	6,833

The following salary schedule shall be effective June 30, 2012:

<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>
4,863	5,082	5,310	5,539	5,790	6,047	6,199	6,509	6,704	6,905

##### **SECTION 5.2 INITIAL SALARY**

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

##### **SECTION 5.3 LATERAL ENTRY**

A Police Officer hired on a "lateral entry" basis will be placed at the appropriate step at time of hire based on his/her experience.

##### **SECTION 5.4 ADVANCE IN SALARY (STEP ADVANCEMENT)**

- A. Base pay step advancement through step "F" shall occur after an employee has been receiving compensation at a particular step for twelve (12) months, except as provided below. For example, all employees in step letter "A" shall advance to step letter "B" after receiving

compensation at step letter "A" for twelve (12) months.

- B. Step advancement from step "F" to step "G" shall occur after an employee has been employed by the City as a full time Police Officer and/or a Police Recruit for six (6) years. Step advancement from step "G" to step "H" shall occur after an employee has been employed by the City as a full time Police Officer and/or a Police Recruit for thirteen (13) years. Step advancement from step "H" to step "I" shall occur after an employee has been employed by the City as a full time Police Officer and/or a Police Recruit for sixteen (16) years. Step advancement from step "I" to step "J" shall occur after an employee has been employed by the City as a full time Police Officer and/or a Police Recruit for twenty (20) years.
- C. Step "G" shall be 2.5% higher than step "F". Step "H" shall be 5% higher than step "G". Step "I" shall be 3% higher than step "H". Step "J" shall be 3% higher than step "I".

This shall apply to all HPOA employees who qualify for the new step regardless of their current step placement as of June 30, 2012.

Each employee shall automatically move to the next step higher after completing twelve (12) months unless action is taken by the City Council or the City Manager to disapprove the increase, or unless the employee's performance is substandard.

## **ARTICLE 6 - CONSTRUCTION OF "WORK WEEK" AND "HOURLY RATE"**

### **SECTION 6.1**

All employees covered under this MOU shall have a regularly scheduled recurring work schedule of one hundred and sixty (160) hours per twenty eight (28) day work period, unless the City Council determines otherwise, by motion, resolution, or ordinance.

### **SECTION 6.2**

The hourly pay for all employees covered under this MOU, shall be calculated by use of the following formula:

$$\text{HOURLY RATE OF PAY} = \frac{\text{Annual Salary}}{2080 \text{ Hours}}$$

### **SECTION 6.3**

The Patrol Division shall continue to function on a 3-12 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**

Hours worked will be calculated as provided for by the Fair Labor Standards Act. Hours worked include time for which persons are compensated, but do not actually work, specifically, sick leave, vacation pay, "physical fitness incentive time" and industrial leave such as California Labor Code Section 4850 pay.

### **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 80 in a designated 14-day period. For employees on a 3/12 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 160 in a designated 28-day period. Employees shall be compensated at the rate of one and one-half (1-1/2) times the "regular base pay compensation" of such employee in pay or compensatory time off, at the option of the employee.

### **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 480 hours compensatory time.

### **SECTION 8.3**

Compensatory time off may be earned on a daily basis for all hours worked in excess of an employees 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.
- B. 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 CLOTHING ALLOWANCE**

- A. Effective July 13, 1991 the clothing allowance benefit was discontinued. In lieu of the clothing allowance, the base salary for all employees was increased by \$58 per month effective July 13, 1991.

## **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: L.A. Impact, Community Relations Officer, K-9 Officer, Helicopter Observer, Motor Officer (two-wheel motorcycle duty), Traffic Officer (car), Detective Bureau, Metro-Special Enforcement Unit, Gang Suppression Unit and Narcotics Unit. 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 Services.
- B. The selection of, the assignment of, 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 shall be made at the discretion of the Chief of Police Services.
- 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.

## **SECTION 9.6 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 of, the assignment of, 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 shall be made at the discretion of the Chief of Police Services.

## **SECTION 9.7 RETENTION PAY**

- A. Effective September 1, 2010, an employee shall receive a pay increase of 11% beginning on the commencement of the 26<sup>th</sup> 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. Each employee, upon becoming eligible for this benefit, shall have their rates of leave time

accrual adjusted in accordance with the provisions of Article 13 and Section 14.1.

## **SECTION 9.8 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 subject to all deductions as is the Retention-pay and shall be included in retirement gross pay benefits.
- 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:

Intermediate POST Certificate	2.5%
Advanced POST Certificate	2.5%
Associate of Arts Degree	5.0%
Bachelor's Degree	5.0%
Master's Degree	5.0%

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

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

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

- E. Effective December 19, 1987, the above shall be adjusted as follows:

Intermediate POST Certificate	3.0%
Advanced POST Certificate	3.0%
Associate of Arts Degree	3.0%
Bachelor's Degree	3.0%
Master's Degree	3.0%



1. In total, an employee receiving educational incentive pay shall be entitled to a maximum of 15% with a monthly limit of \$700.00. Effective July 1, 2003 the monthly limit will be \$900.00.
2. These adjustments will not result in the reduction of any compensation paid to individuals who are employees on the effective date of the MOU and such individuals shall continue to be compensated in accord with Section 9.8(D). However, the monthly limit shall be \$900.00 for such individuals, under the guidelines of Section 9.8(E-1).

## **SECTION 9.9        AUTOMOBILE EXPENSE ALLOWANCE**

With prior approval of the Chief of Police, an employee may receive mileage reimbursement in the amount allowed by the Commission on POST.

## **SECTION 9.10      PHYSICAL FITNESS INCENTIVE**

The physical fitness incentive program entitles all employees under this agreement who meet the physical fitness standards, as hereafter defined, for their age group, to earn up to thirty-two hours per six month period following qualifying and which shall be taken during the period, at the employee's option, as leave time, cashed out, or converted to compensatory time.

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/HDL ratio
  8. Body composition
  9. Stress ECG
  10. Strength and Flexibility
- C. A personalized program of exercise and nutrition for participating HPOA members.
- D. Follow up workshops to provide participating HPOA members a means to re-evaluate progress and change.

The performance standards for the Physical Fitness Incentive are depicted in Table 1

(attached). The scoring is as follows:

Excellent	= 13 or more points	= 32 hours
Very Good	= 9 or more points	= 24 hours
Good	= 5 or more points	= 16 hours

- E. 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.
- F. The matrices depicted in Table 1 (attached) may be modified after the program has been in effect for at least one year with the concurrence of both the City and the HPOA in a meet and confer process.
- G. Physical Fitness Incentive hours earned will be accrued in accordance with Article 8, Section 2.
- H. The City shall no longer pay the cost of the outside trainer/consultant.

#### **SECTION 9.11 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 63 hours would receive 15 hours of stand-by pay at straight time.

#### **SECTION 9.12 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/her election be compensated with holiday pay or comp time.

#### **SECTION 9.13 ACTING PAY**

Those covered by this MOU who are temporarily assigned to a higher classification shall be entitled to acting pay for the period actually worked at the higher classification. An employee shall not be entitled to acting pay when acting in the position of Chief of Police. The difference in hourly compensation shall be calculated in the following manner:

Higher step rate minus employee's current step rate, representing at least a four and one-half (4-1/2) percent increase, multiplied by the number of hours worked.

#### **SECTION 9.14 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. The City shall pay each designated employee a bonus of \$30.00 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. Receipts for reimbursed expenses shall be submitted to the City prior to reimbursement.
- E. Other than as indicated below, all course work will be approved on a course by course basis.
- F. Effective January 1, 2003 tuition reimbursement was limited to a maximum of \$100.00 per unit.
- G. 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**

All employees shall be paid biweekly. All step advancements, promotions, changes of classifications, retention and educational allowances that result in an alteration of pay shall be effective on the Saturday following or Saturday preceding the anniversary date of the employee, whichever Saturday is the closest to the anniversary date, or the effective date.

### **SECTION 11.2 PROBATION PERIODS**

- A. The probation period for new employees shall be eighteen (18) months. Such probation may be extended by the Chief of Police for an additional six (6) months.
- B. Probation after promotion shall be twelve (12) months.
- C. Probation for lateral entries shall be twelve (12) months.
- D. At the discretion of the Chief of Police Services and with the concurrence of a probationary employee, the Chief may extend the employee's probationary period, in ninety day increments, up to an additional 180 days.

## **ARTICLE 12- HOLIDAYS**

### **SECTION 12.1 FIXED HOLIDAYS**

- 1. For the period of **July 1, 2011 through December 31, 2011**, the following days shall be considered fixed holidays:

Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Day after Thanksgiving Day	Friday, November 25, 2011
Christmas Day	Friday, December 24, 2011

- 2. For the period of **January 1, 2012 through June 30, 2012**, the following days shall be considered fixed holidays:

New Year's Day	Saturday, January 1, 2012
Martin Luther King's Birthday	Monday, January 16, 2012
Lincoln's Birthday	Sunday, February 12, 2012
Presidents' Day	Monday, February 20, 2012
Memorial Day	Monday, May 28, 2012

### **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 1<sup>st</sup>. 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 1<sup>st</sup> in any year shall receive his/her first floating holiday on the following January 1<sup>st</sup>.
- C. Employees entitled to the retention benefit specified in Section 9.7 shall not receive any floating holidays. Employees entitled to the retention benefit specified in Section 9.7 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 eight (8) 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.

### **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

- 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. Employees entitled to the retention benefit specified in Section 9.7 (A) shall not accrue sick leave benefits.

### **SECTION 14.2 SICK LEAVE USAGE**

- A. Employees may not take paid sick leave before the completion of six (6) months of employment from date of hire.
- B. An employee eligible for paid sick leave shall be granted such leave for the following reasons:
  - 1. Illness or injury that has resulted in the employee's inability to perform his/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 twelve month period beginning with the first pay period commencing in December through the last pay period commencing in November. Use of sick leave under 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. The use of sick leave under this agreement requires the prior approval of the employee's supervisor.
6. 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 360 hours but no more than 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 960 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 720 hours of sick leave but no more than 960 hours, that employee has the option of receiving up to one-hundred (100%) percent of additional accumulated sick leave in current compensation or of continuing to accrue annual sick leave up to a maximum of 960 hours. The maximum cash payment is 96 hours of current compensation.
- C. If an employee has accumulated 960 hours of sick leave, all additional accumulated sick leave will be paid in current compensation. The maximum cash payment is 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 48-hours pay and 48-hours accumulated sick leave for officers and employees who have accumulated not less than 360 hours nor more than 960 hours of sick leave; for officers and employees who have accumulated 720 hours of sick leave, the maximum benefits under this section shall be 96-hours pay.
- E. 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**

Pregnant employees may work as long as they are able to perform the duties assigned to their position. The employee will be required to submit a report from her personal physician stating:

- A. How long she may continue to perform her assigned duties without risk of injury to herself or the unborn child.
- B. When she may return to work after the termination of her pregnancy.
- C. The City shall grant four (4) months maternity leave of absence during which time the City will continue its portion of medical, health, dental, vision, long term disability and life insurance premiums.
- D. The employee has the option to use her accumulated sick leave before or after her maternity leave of absence.

#### **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 + 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 + One Dependent	\$6.77/per pay period
Employee + 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 \$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 \$50,000 at a cost to the City not to exceed \$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 \$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 \$32.00 per month per employee.
4. The City's combined cost for these three insurance plans shall not exceed \$66 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/her regular compensation, provided that he/she deposits his/her 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. Baretta Model 92F 9MM
2. Holster
3. Sam Browne Belt
4. Cartridge Case
5. Handcuffs
6. Handcuff Key
7. Handcuff Case
8. Keepers (4)
9. Key Holder
10. Whistler
11. Impact Weapons (PR-24, OPN and straight stick)
12. Baton Ring
13. Flashlight
14. Bullet Resistant Vest
15. 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 "Stream-light" flashlights owned by an employee and used on duty.

## **ARTICLE 23 - RETIREMENT BENEFITS**

### **SECTION 23.1 PERS PICK-UP**

The City shall pay the entire nine percent (9%) portion of the employee's contribution to 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 the City's payment of the employee's share of required retirement contributions pursuant to Government Code section 20691.

### **SECTION 23.2 3% AT 50 PLAN**

The City shall continue to provide eligible employees with the Public Employees Retirement System (PERS) 3% at 50 plan a specified optional public agency contract provisions.

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

The City shall provide the following optional contract provisions:

- A. One year highest compensation (Section 20024.2)
- 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/she is eligible for PERS 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 HPOA 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 - OTHER TERMS**

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

**Section 28.1** - The parties agree to meet & confer over the City's proposed Alcohol and Drug Abuse Policy after ratification of the MOU.

**Section 28.2** – Effective upon ratification, each individual employee shall forego, during the remaining term of the contract, 96 hours of paid time furlough hours. The furloughs will be set to expire on June 30, 2012 with the expiration of the contract. However, if the furloughs are delayed or if for whatever reason the 96 hours of furloughs per individual employee, currently active with the City, have not been completed by June 30, 2012, the furloughs will continue for that employee until his/her 96 hours have been met.

**Section 28.3** - Contracting out: The City agrees that during the 2010 – 2011 fiscal year it shall not expand the scope of any contracting out of any police services to any other public agency.

**Section 28.4** – The City agrees to include mediation of meet and confer disputes by mutual agreement in the employee relations ordinance after ratification of the MOU.

## **ARTICLE 29 - 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 30 - NO STRIKE - NO LOCKOUT**

### **SECTION 30.1**

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

### **SECTION 30.2**

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, 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 30.3**

Any employee who participates in any conduct prohibited in Section 30.1 above may be subject to disciplinary action up to and including discharge.

### **SECTION 30.4**

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 30.1 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 30.1 above, and return to work.

## **ARTICLE 31- 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 32 - WAIVER**

### **SECTION 32.1**

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 32.2**

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 32.3**

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 33 - NEGOTIATIONS WITH OUTSIDE AGENCY**

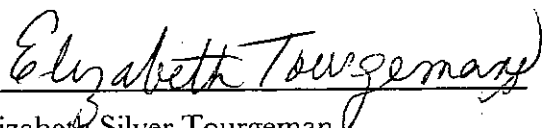
The HPOA duly authorized representative may attend and participate in any negotiations with an outside agency to contract out law enforcement services. However, the City may enter into such a contract regardless of HPOA agreement.

#### **ARTICLE 34 - TERM OF THE AGREEMENT**

This MOU shall be in full force and effect from July 1, 2011 up to and including June 30, 2012. 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 MOU to the City Council for its adoption, and, if adopted, to abide by its provisions for the term hereof.

Representing:

THE HAWTHORNE POLICE  
OFFICERS' ASSOCIATION



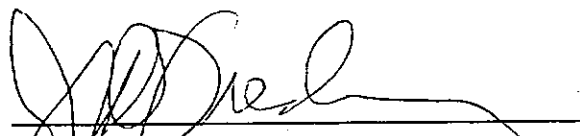
Elizabeth Silver Tourgeman  
HPOA Representative



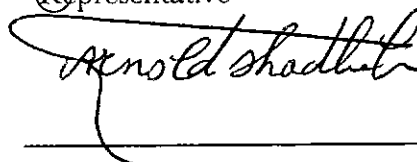
Mark Kirunchyk  
HPOA Representative

Representing:

THE CITY OF HAWTHORNE



Jeffrey C. Freedman  
Representative



Arnold Shadbeh  
Interim City Manager



Robert O'Brien  
Human Resources Manager