

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**CITY OF HAWTHORNE**

AND THE

**HAWTHORNE POLICE MANAGEMENT SUPERVISORY GROUP**

EFFECTIVE

**JULY 1, 2011 THROUGH JUNE 30, 2012**

## **ARTICLE I - INTRODUCTION**

It is the understanding of the undersigned representatives of the Hawthorne Police Management Supervisory Group (hereinafter referred to as the "HPMSG") 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, 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 Management Supervisory Group as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for those employees assigned to classifications included in this MOU.

### **SECTION 2.2 REPRESENTATION**

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

**POLICE CAPTAIN  
POLICE LIEUTENANT  
POLICE SERGEANT**

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

### **SECTION 3.1 DUES DEDUCTION**

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

### **SECTION 3.2 TIME OFF FOR REPRESENTATIVES**

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

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b><i>Police Sergeant</i></b>		7,477	7,811	8,005	8,206	8,412
<b><i>Police Lieutenant</i></b>	8,351	8,701	9,092	9,319	9,552	9,791
<b><i>Police Captain</i></b>	10,093	10,486	10,895	11,167	11,447	11,734

### **SECTION 5.2 INITIAL SALARY**

Effective December 28, 2002, a newly promoted Police Sergeant shall be placed at step "B", and shall advance to step "C" after receiving compensation at step "B" for twelve (12) months.

### **SECTION 5.3 ADVANCE IN SALARY (STEP ADVANCEMENT)**

#### **Base Salary Steps – "A" thru "C"**

- A. Base pay step advancement through step "C" shall occur after an employee has been receiving compensation at a particular step for twelve (12) months. Each employee shall automatically move to the next higher step after completing twelve 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. For example, all employees in step letter "A" advance to step letter "B" after receiving compensation at step letter "A" for twelve (12) months.

#### **Extended Steps – "D" – "F"**

- B. Step "D" shall be 2.5% higher than step "C". Step "E" shall be 2.5% higher than step "D". Step "F" shall be 2.5% higher than step "E".

Notwithstanding the provisions of Section 5.3 (A) entitled "Base Salary Steps A thru C", an employee shall advance to Step "D" upon satisfactory completion of three (3) years of service with the City in one of the classifications specified in Section 2.2, inclusive of satisfactory completion of a one year probationary period in the employee's newly promoted classification. An employee shall advance to Step "E" upon satisfactory completion of six (6) years of service with the City in one of

the classifications specified in Section 2.2, inclusive of satisfactory completion of a one year probationary period in the employee's newly promoted classification. An employee shall advance to Step "F" upon satisfactory completion of nine (9) years of service with the City in one of the classifications specified in Section 2.2, inclusive of satisfactory completion of a one year probationary period in the employee's newly promoted classification.

## **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 HPMSG bargaining unit shall switch to any other schedule without HPMSG 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 do not 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**

- A. For employees on a 4/10 work schedule, the City shall pay overtime for all hours worked in excess of the employee's regular assigned shift, and for all hours worked in excess of 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.

- B. Effective January 1, 2007, the position of Captain shall be treated as exempt, and therefore, salaried and not entitled to overtime compensation under either this Memorandum of Understanding or the Fair Labor Standards Act (FLSA). In exchange, the position of Captain shall accrue 40 hours of administrative leave time per year. This leave time must be used in the calendar year in which it is accrued and shall not be carried over into a new year. Any such time not used in the calendar year in which it is accrued shall be lost.

#### **SECTION 7.4 COMPENSATION**

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

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

##### **SECTION 8.1 DEFINITION**

- A. All employees shall have the option of receiving compensation for overtime hours worked in the form of compensatory time off.
- B. As per Section 7.3 (B), effective January 1, 2007, the position of Captain shall be treated as exempt, and therefore, not entitled to any form of overtime compensation.

##### **SECTION 8.2 ACCRUAL LIMITATIONS**

Employees may accrue up to a maximum of 480 hours compensatory time.

##### **SECTION 8.3 TIME EARNED**

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

##### **SECTION 8.4 COMPUTATION OF TIME**

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

##### **SECTION 8.5 HOURS AT SEPARATION**

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

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

##### **SECTION 9.1 CALLBACK PAY**

Should a supervisor determine that it is necessary to call back an employee after his or her normal working hours to perform work, the employee shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours actually worked but in no event shall the employee receive less than the equivalent of two hours overtime pay. Travel time to work shall be counted as work time. Travel time returning home shall

not be considered work time.

## **SECTION 9.2 COURT STANDBY TIME**

3. 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.
4. Effective November 16, 2002, employees assigned to the Detective Bureau who are scheduled to be on stand-by shall be guaranteed minimum compensation on the following basis: 5-hours straight time compensation for each 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.
5. 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**

1. 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.
2. 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.
3. If the employee is subpoenaed to be in court on his/her regularly scheduled shift, the employee shall receive compensation for actual court time at his/her straight time rate.

## **SECTION 9.4 UNIFORM INSPECTIONS**

Officers shall be subject to a daily uniform inspection and those failing to pass shall obtain an acceptable uniform on his/her own time prior to being permitted on duty.

## **SECTION 9.5 EDUCATIONAL ACHIEVEMENT/INCENTIVE PAY**

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

1. Educational Achievement pay shall be subject to all deductions and shall be included in retirement gross pay benefits.
2. Educational Achievement is based upon the Officer's own personal and professional growth, and shall be obtained on 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.

3. An employee hired on an "entry level" basis shall become eligible for Educational Achievement Pay upon being appointed to permanent status. This does not prohibit the City from hiring any employees above "A" step salary step, if deemed necessary.
4. 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 thirty (30) days of employment.
5. Employees in the classifications of Police Sergeant and Police Lieutenant who achieve a Bachelor's degree shall receive an additional \$200 per month.
6. Those employees classified as Police Captain, Police Lieutenant, and Police Sergeant shall receive an additional \$200 for achievement of a Master's Degree.
7. Effective June 30, 2012, employees in the classifications of Police Sergeant and Police Lieutenant who achieve a Bachelor's degree shall receive an additional \$275 per month or 3% of base pay per month, whichever is greater.
8. Effective June 30, 2012 those employees classified as Police Captain, Police Lieutenant, and Police Sergeant who achieve a Master's Degree shall receive \$550 per month or 3% of base pay per month, whichever is greater.
9. Effective June 30, 2012, the monthly limit for the Educational Achievement/Incentive Pay will be \$600.

## **SECTION 9.6 PROFICIENCY IN WEAPONS**

Special compensation for Police Department employees only shall be awarded for outstanding proficiency in weapons in the following manner:

1. For those maintaining a score between 200 and 224 out of a possible 300 points, such employee will receive an additional \$2.50 per month.
2. For those maintaining a score between 225 and 249 out of a possible 300 points, a Marksman Award shall be granted which entitles the holder thereof to an additional \$5.00 per month.
3. For those maintaining a score between 250 and 264 out of a possible 300 points, a Sharpshooter Award shall be granted which entitles the holder thereof to an additional \$10.00 per month.
4. For those maintaining a score between 265 and 279 out of a possible 300, and Expert Award shall be granted which entitles the holder thereof to an additional \$15.00 per month.
5. For those maintaining a score between 280 and 289 out of a possible 300, a Distinguished Expert Award shall be granted which entitles the holder thereof to an additional \$20.00 per month.
6. For those maintaining a score between 290 and 300 out of a possible 300, a Master Expert Award shall be granted which entitles the holder thereof to an additional \$25.00 per month.
7. No compensation shall be granted under this section unless the degree of proficiency is maintained

each month.

8. Shoot pay shall be subject to all deductions and shall be included for retirement gross pay benefits.

Effective July 1, 1997, the proficiency in weapons benefit was discontinued. In lieu of the special compensation previously awarded for outstanding proficiency in weapons, effective July 1, 1997, the base salary for all employees was increased by the amount(s) described in Sections (A) through (H) above (this increase is reflected in the salary schedules above).

#### **SECTION 9.7 AUTOMOBILE EXPENSE ALLOWANCE**

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

#### **SECTION 9.8 PHYSICAL FITNESS INCENTIVE**

The physical fitness incentive program entitles all employees under this agreement who meet the physical fitness standards, as hereafter defined, for their age group, to earn up to forty (40) hours per six(6) 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:

1. A seminar providing education and motivation for a productive and healthy lifestyle.
2. 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
3. A personalized program of exercise and nutrition for participating HPMSG member.
4. Follow up workshops to provide participating HPMSG members a means to re-evaluate progress and change.
5. The City shall no longer pay the cost of the outside trainer/consultant.

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



Rating	Points	Hours Earned	
		Through 11/15/02	Effective 11/16/02
Excellent	13 or more points	32 hours	40 hours
Very Good	9 or more points	24 hours	32 hours
Good	5 or more points	16 hours	24 hours

6. The matrices depicted in Table 1 may be modified after the program has been in effect for at least one year with the concurrence of both the City and the HPMSG in a meet and confer process. Physical Fitness Incentive days earned will be accrued in accordance with Article 8, Section 8.2. Physical Fitness Incentive days earned by the Captain position will be treated as vacation time, but will not count towards the forty (40) hour vacation accrual limitation set forth in Article 14 ( C ) of this MOU.
7. The results of the physical examination will be used solely for the administration of the program. Participating in this program will be voluntary and, thus, overtime or training time pay will not be granted for time spent in seminars and physical examinations.
8. 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.

#### **SECTION 9.9 DETECTIVE BUREAU & ADMINISTRATIVE PERSONNEL 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 9.10 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 in excess of forty (40) consecutive hours. The difference in hourly compensation shall be calculated in the following manner:

1. 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.
2. Under unique circumstances the Chief of Police Services may waive the 40 hour limitation.

#### **SECTION 9.11 BILINGUAL INTERPRETATION**

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

1. To be eligible for this assignment bonus, an employee must have successfully passed a language proficiency test which is job related to the duties and responsibilities of a police officer. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
2. The City shall pay each designated employee a bonus of \$30.00 per pay period.

## **SECTION 9.12 RETENTION PAY**

Effective January 4, 1998, a full time employee who has completed 25 years of service with the City shall receive retention pay in an amount equal to 11% of base pay. For purposes of calculating retention pay eligibility, the City agrees to factor the years of prior service of Police Officers who were hired by the City of Hawthorne as laterals.

## **ARTICLE 10 - MANAGEMENT DEVELOPMENT**

Eligible employees shall receive an additional pay increment based upon the employee's level of achievement in various law enforcement training and education programs. To be eligible for this benefit an employee must have received at least an overall rating of "competent" on the performance evaluation for the most recent 12 month period.

- A. The salary benefit under this section shall be based on a point system which is determined by an employee's completion of various specified law enforcement training and educational programs and his/her years of service. Each point shall be equal to one percent (1%) of base salary.
- B. The tables on the following page illustrate the percentage point system.

Percentage points shall be earned based upon the following:

1. Two percentage points each for each of the following:
  1. Sergeant school;
  2. Management school; and
  3. Executive development school.
2. One percentage point each for the following:
  1. Supervisory/Leadership Institute;
  2. FBI academy;
  3. Command College; and
  4. 72 hours of approved training, which includes:
    1. Assertive Supervisory/ Assertive Management
    2. Civil Liability Update
    3. Personnel Management Skills - Supervision
    4. Post Trauma Stress/Supervisory
    5. Supervisory Update/Effective Discipline
    6. Media Management Seminar
    7. Personnel Management Workshop
    8. Internal Affairs Seminar

3. The maximum number of points attainable shall be eight (8).

C. These benefits as amended will become effective at the beginning of the second pay period following adoption of the Hawthorne City Council. The benefits described herein became effective on April 27, 1998.

D. No eligible employee shall suffer a reduction in pay as a result of this amendment.

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

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

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. Books for which reimbursement is made become the property of the City.
5. Receipts for reimbursed expenses shall be submitted to the City prior to reimbursement.
6. All course work will be approved on a course by course basis.
7. Tuition reimbursement shall be limited to a maximum of \$76.00 per unit. Effective January 1, 2003 this benefit shall be increased to a maximum of \$100.00 per unit for any course work begun after that date.
8. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work.

#### **ARTICLE 12 - DATE OF EMPLOYMENT**

All employees shall be paid bi-weekly. All step advancements, promotions, changes of classifications, longevity 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.

#### **ARTICLE 13 - HOLIDAYS**

##### **SECTION 13.1      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 13.2 FLOATING HOLIDAYS**

In addition to the "fixed" holidays listed above, each employee shall be entitled to one (1), "floating" holiday per year.

1. 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 eight (8) hours of current compensation. The employee may elect, however, at his/her request to carry over this floating holiday to be used in the following year.
2. 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>.

### **SECTION 13.3 HOLIDAY TIME OFF**

Holidays, both "fixed" and "floating" shall be taken as ten (10) hours.

Example: An employee working a ten (10) hour shift shall be entitled to ten (10) hours of paid leave.

### **ARTICLE 14 - VACATION**

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

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

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

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

- B. Vacation time shall be available for use immediately after it has been earned.
  - 1. Upon separation from the City for any reason, the accumulated vacation days will be converted to cash at the hourly rate existing at the time of dispersal and paid to the employee.
- C. Employees are entitled to carry over fifty (50) hours of their vacation time into the year following the year in which it is earned.
- D. Vacation time balance shall appear on the employee's paycheck stub.

## **ARTICLE 15 - SICK LEAVE**

### **SECTION 15.1 SICK LEAVE ACCRUAL**

Full-time employees shall accrue paid sick leave at the rate of three point seven (3.70) hours for each 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. The maximum amount of sick leave accrual shall be 960 hours.

Effective January 1, 1998, employees who have completed twenty five years of service with the City shall cease to accrue sick leave.

### **SECTION 15.2 SICK LEAVE USAGE**

- A. Employees may not take paid sick leave before the completion of six (6) months of employment from date of hire.
- B. An employee eligible for paid sick leave shall be granted such leave for the following reasons:
  - 1. Illness or injury that has resulted in the employee's inability to perform his/her normal duties.

2. 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.
3. In addition, an employee shall advise his/her supervisor of his/her status at least every other scheduled shift.
4. Health and dental appointments during scheduled working hours.
5. Disability caused by pregnancy or childbirth.
6. Employees may use accrued sick leave for reasons other than personal illness or injury. Such use of sick leave shall be limited to six (6) shifts (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.
7. The use of sick leave under this agreement requires the prior approval of the employee's supervisor.
8. Additional paid leave may be granted, under special circumstances, when the employee's presence is necessary during convalescence of a spouse or dependent. Such leave must be approved by the employee's Department Head, or designee, and the Administrative Services Director or designee.
9. After having accumulated 360-hours of sick leave, an employee may select the option of receiving one half (1/2) of additional accumulated sick leave in current compensation. After having accumulated 720-hours of sick leave, an officer or employee shall receive all additional accumulated sick leave in current compensation. Otherwise, sick leave shall accumulate as provided for in Section 2.26.020 of the Hawthorne Municipal Code.
10. Options or automatic conversion of accumulated sick leave, whichever is applicable, shall be made 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 720-hours of sick leave; for employees who have accumulated 720-hours of sick leave, the maximum benefits under this section shall be 96-hours pay.

### **SECTION 15.3 UNUSED ACCUMULATED SICK LEAVE**

#### **1. Retirement**

Upon retirement, those covered under this Agreement shall receive one-hundred (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 16 - 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:

1. How long she may continue to perform her assigned duties without risk of injury to herself or the unborn child.
2. When she may return to work after the termination of her pregnancy.
3. 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.
4. The employee has the option to use her accumulated sick leave before or after her maternity leave of absence.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

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

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

##### **SECTION 18.1 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 18.2 DENTAL INSURANCE**

Each employee shall be entitled to enroll in the dental insurance plan(s) made available by the City.

Regardless of the plan chosen, the City shall pay all premium amounts as they from 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/pay period

### **SECTION 18.3 LIFE 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 a long term disability Plan, at a cost to the City not to exceed \$32.00 per month per employee.

### **SECTION 18.4 - MANAGED HEALTH NETWORK**

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

### **SECTION 18.5 - MEDICAL EXAMINATION**

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

All employees shall be entitled to an influenza vaccination annually.

### **SECTION 18.6 - OPTICAL INSURANCE**

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

## **ARTICLE 19 - JURY DUTY**

Any employee covered by this Agreement who is duly summoned to attend any court, during the time regularly required for his/her employment, for the purpose of jury service, shall be entitled, while so engaged and actually serving, (maximum of ten days) 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 20 - MILITARY LEAVE OF ABSENCE**

A leave of absence for military service shall be granted to any employee as required by the laws of the United



States or the State of California.

## **ARTICLE 21- DEFERRED COMPENSATION**

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

## **ARTICLE 22 - SAFETY EQUIPMENT**

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

## **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 20023(c)(4), by which the City shall report to PERS as compensation the City's "pick-up" of the employee's share of the PERS contribution pursuant to section 414(h)(2) of the Internal Revenue Code.

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

The City shall 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:

1. One year highest compensation (Section 20042)
2. Military service credited as public service (Section 21024)
3. 1959 Survivors Benefit (Section 21573)
4. Post retirement survivor allowance to continue after remarriage (Section 21635)
5. Pre-retirement death benefit (Section 21548)
6. Continuation of death benefits after re-marriage (Section 21551)

### **SECTION 23.4 RETIREE HEALTH INSURANCE**

- A. An employee who retires and meets the minimum requirements listed below shall receive at the City's expense paid health insurance for the retired employee and his or her dependent spouse. To be eligible for this benefit, a retiree must actually be receiving retirement benefits from 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. 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.
- D. Sections 23.4 (A&C) notwithstanding, retirees and dependents shall continue to receive the same health insurance benefits and at the same cost as active employees, until such time as California law allows municipalities to use minimum vesting (service time) as a requirement to receive such benefits.

#### **ARTICLE 24 - CONTINUATION OF BENEFITS**

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

#### **ARTICLE 25 - GRIEVANCE PROCEDURE**

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

##### Definition

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

##### 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 of 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.

### 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.
- d. A grievance not resolved at this level may proceed directly to the Third Step within time limits set forth in paragraph A thereof.

#### 2. SECOND STEP: Formal Procedure

- a. Except as provided in paragraph C-Step One, a grievance unresolved by Step One may be continued if submitted by the grievant, in writing, to the supervisor who responded in step One within seven (7) days of the receipt of the response. If no response was communicated within the time period set forth in Section C.1b, the grievance may be continued as provided above, within seven (7) days after expiration of time period set forth in Section C.1b. Written grievance shall be submitted on a completed form provided by the City.
- b. The formal grievance shall be processed through the Department and a written decision from the Department Head/designate thereof forwarded to the grievant within twenty-one (21) days of submitting the written grievance.

#### 3. THIRD STEP: Administrative Appeal

- a. A grievance unresolved at 2nd Step may be continued if appealed to the Administrative Services Director or designee within fourteen (14) days of receipt of final decision of the Department Head/designate thereof. If no decision was forwarded within time period set forth in Section C.2b, the grievance may be so appealed within fourteen (14) days after expiration of the time period set forth in Section C.2b. The appeal shall be submitted to the Department Head in writing, state the reasons in support and have attached all forms, decision and notices submitted and received in the Second Step.
- b. The Administrative Services Director or designee, or delegate thereof, shall process the appeal. The person processing the appeal may conduct a hearing at his option. A copy of the decision shall be forwarded to the grievant, Department Head and City Manager within twenty-one (21) days from the time the grievance was appealed to the Personnel Officer as provided in paragraph (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.3b, the decision may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section C.3b.
- b. Upon receipt of such appeal, the City Manager shall set a time and place for a hearing officer to hear the grievance.
- c. If the City Manager and grievant cannot agree upon a hearing officer or cannot agree to submit the matter to the California Office of Administrative Hearings, the parties shall procure a list of seven (7) qualified individuals from the State Conciliation Service. Each party shall alternately strike one name from that list until only one person remains which person shall be the hearing officer. The party who strikes the first name shall be determined by 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 26 - COLLECTIVE BARGAINING**

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

### **SECTION 26.1 JOB ACTION**

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

## **ARTICLE 27 - SEPARABILITY**

Should any provision of this 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.

## **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 - NEGOTIATIONS WITH OUTSIDE AGENCY**

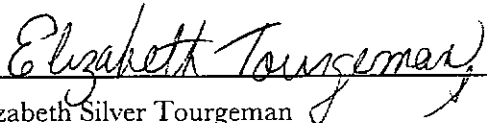
The HPMSG duly authorized representative may attend and participate in any negotiations with an outside agency to contract out law enforcement services. However, the City may enter into such a contract regardless of HPMSG agreement.

## **ARTICLE 31 - TERM OF THE AGREEMENT**

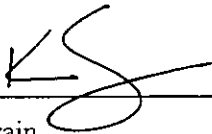
This MOU shall be in full force and effect from July 1, 2011, up to and including June 30, 2012. The parties reserve the right, upon mutual agreement, to meet and confer, in good faith, with respect to any subject or matters within the scope of representation, during the term of this Memorandum. The 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:

HAWTHORNE POLICE MANAGEMENT  
AND SUPERVISORY GROUP



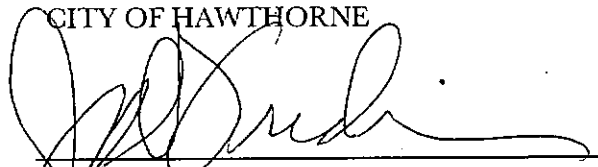
Elizabeth Silver Tourgeman  
HPMSG Representative



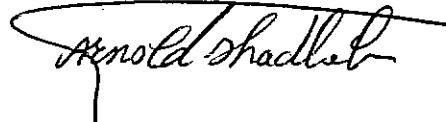
Scott Swain  
HPMSG Representative

Representing:

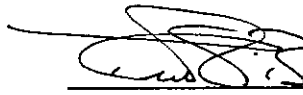
CITY OF HAWTHORNE



Jeffrey C. Freedman  
Representative



Arnold Shadbehr  
Interim City Manager



Robert O'Brien  
Human Resources Manager