

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF HAWAIIAN GARDENS  
AND THE  
AFSCME RANK AND FILE UNIT


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The City of Hawaiian Gardens (City) and the AFSCME Rank and File Unit 3624 (Union), as part of the January 1, 2022 to December 31, 2023 Memorandum of Understanding, hereby agree as follows:

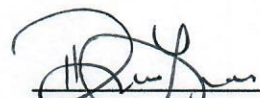
- 1) A term of duration beginning on the effective date of this Resolution and ending on December 31, 2023, with the City and AFSCME to begin negotiating a successor agreement on July 1, 2023. (reference section XXIII of MOU)
- 2) The City will send a recall letter, via certified mail, email, text message. The letter will include classification needed, facility/location, area of coverage, days & hour scheduled. If employee(s) do not respond within seven (7) working days from the date of notice, the City will facilitate one (1) more round of above. If no response within seven working days, and the recall list is exhausted, the City may use other agreed employment options. This process will apply for all openings that occur moving forward. (reference section XI of MOU)
- 3) The following recall time frames shall apply moving forward to those employees hired after January 1, 2022, (those under current recall/recall list are excluded and are not new hires): (reference section XI of MOU)  
Employees with one year or less experience shall have 6 months to be recalled;  
Employees with 3 years or less have 18 months to be recalled;  
Employees with 3 years or more have 36 months to be recalled.
- 4) The City has the ability to hire a contractor during the layoff/recall process, provided there are no active/laid off Rank & File employees that can perform the needed duties including out of class opportunities or, if the duties needed are specialized and there are no Rank & File employees qualified or licensed to perform the needed duties. This item will be in place for the MOU extension period and will be discussed again in negotiations on July 1, 2023.
- 5) A 3% Cost Of Living Adjustment (COLA) will be provided to City employees retroactive to the first day of the first pay-period in Fiscal Year 2020/2021 to the last day of the last pay period in Fiscal Year 2020/2021; continuing with the first day of the first pay-period in Fiscal Year 2021/2022 until the new pay rates are in effect in the payroll system, which shall be no later than 4/30/2022 and the retro payable by no later than 5/19/2022 for all hours worked and/or paid (not to include June/Dec cash out). All incentives shall be included that are listed in the MOU.

- 6) An additional 3% COLA will be provided to City employees effective July 1, 2022. All incentives shall be included that are listed in the MOU.
- 7) One holiday shall be removed from the City's full-time employees (Lincoln's Birthday in February) and a cap will be imposed that freezes the number of holidays provided to full-time employees to not exceed the current holiday benefit level (15 holidays) irrespective of any additionally declared holidays by any Federal, State, or local authority. All part-time employees, including crossing guards, shall be provided one additional paid holiday (New Year's Day). The full-time holiday cap shall remain in effect for a period of five (5) years from the effective date of this Resolution. (Reference Section VII. Of MOU)
- 8) Continuance of all other terms and conditions set forth in the expired memorandum of understanding.

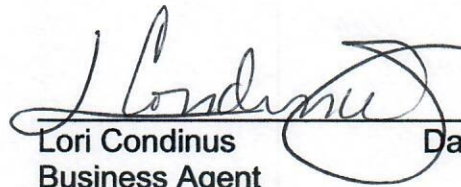
This agreement shall remain in full force and effect from January 1, 2022 to December 31, 2023. In addition, all terms of this agreement will remain in effect at the conclusion date and until a subsequent MOU has been successfully agreed upon.

  
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Ernesto Marquez  
City Manager  
City of Hawaiian Gardens

5/3/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ramie L. Torres  
President  
AFSCME Rank & File Unit

5/3/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lori Condinus  
Business Agent  
AFSCME Council 36

5/3/2022  
\_\_\_\_\_  
Date