

EMPLOYMENT AGREEMENT BETWEEN CITY OF HAWTHORNE AND CHRISTINE Y. TOMIKAWA

This Employment Agreement is entered into by and between the City of Hawthorne (City) and Christine Y. Tomikawa (Tomikawa).

AGREEMENT TO EMPLOY

1. The City agrees to employ the services of Tomikawa as Human Resources Director. Tomikawa agrees to accept employment as Human Resources Director pursuant to the terms of this employment agreement.

Tomikawa agrees to remain in the exclusive employ of the City during the term of this agreement and neither to accept other employment nor to become employed by any other employer unless her employment is terminated. The term "employment" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Tomikawa's time off.

EFFECTIVE DATE AND TERM

2. The effective date of this Employment Agreement shall be October 8, 2019.
3. Tomikawa's title shall be Human Resources Director. The term of the Employment Agreement shall be five (5) years. On completion of the initial term of the Employment Agreement specified in paragraph 3, and in the event that the Employment Agreement is not renewed before the expiration date, the Employment Agreement will revert to a month-to-month Agreement unless or until modified in writing.

COMPENSATION

4. City shall compensate Tomikawa at \$12,127 per month. The City Manager may consider merit adjustments commensurate with Tomikawa's performance on an annual basis. Tomikawa is an exempt employee and is not entitled to overtime. Tomikawa's salary shall be subject to withholding and other applicable taxes and shall be payable to Tomikawa at the same time as other employees of the City are paid. Tomikawa shall not be a member of the bargaining unit represented by the Hawthorne Executive Group (HEG), and the provisions of the HEG MOU shall not apply to Tomikawa unless specifically so provided in this Agreement.

FRINGE BENEFITS

5. Tomikawa shall receive the following fringe benefits.
 - A. Tomikawa shall accrue vacation leave at the rate of 6.7 hours per pay period through the first five years of employment. At the completion of five (5) years of full time service, Tomikawa shall accrue vacation leave at the rate of 10 hours per pay period.

- B. Tomikawa shall accrue sick leave at the rate of 3.69 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. Tomikawa will not be entitled to receive the value of her accumulated sick leave upon voluntary resignation. If Tomikawa completes at least seven (7) years of service with the City and then resigns, Tomikawa will be entitled to fifty (50) percent of the value of her then accumulated and unused sick leave. Upon actual retirement from the City, Tomikawa shall receive 100% payoff of unused sick leave.
- C. Tomikawa shall be entitled to eighty (80) hours of administrative leave per calendar year. Administrative leave shall accrue at the rate of 3.08 hours per bi-weekly pay period and shall accrue on an unlimited basis.
- D. If Tomikawa is involved in an industrial accident resulting in absenteeism, she shall receive full pay for the first seven (7) days of resulting absence from work without loss of accumulated sick leave.
- E. Bereavement Leave. In the event of death of a member of Tomikawa's immediate family, defined as spouse, child, step-child, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California, Tomikawa shall be entitled to three (3) consecutive working days without loss of pay, and not charged to sick leave, in order to arrange for and attend the funeral. If the circumstances require the employee to travel in excess of 500 miles, one way, to arrange for and attend said funeral, two (2) additional days without loss of pay or charge to sick leave shall be granted.
- F. Auto Allowance. With prior approval of the City Council or the City Manager, Tomikawa shall receive that amount of reimbursement per mile for the use of the Tomikawa's private automobile for City business in an amount determined by the IRS reimbursement rate then in effect.
- G. Deferred Compensation. The City will contribute \$250 per month to Tomikawa toward her 457(b) Deferred Compensation Plan. In addition, the City will match Tomikawa's contribution to the City's 457 Deferred Compensation Plan up to \$50/month.
- H. Tomikawa shall be entitled to thirty-two (32) hours of personal holidays per year. If any City recognized holiday falls on an otherwise scheduled closed Friday, Tomikawa shall be entitled to an additional 8 hours of floating holiday time for each such day. Only sixteen (16) of floating holiday may be carried over into the next calendar year. Tomikawa shall not receive a payout of accrued floating holiday upon voluntary resignation or termination from the City.
- I. Tomikawa may cash out up to 120 hours of sick leave annually, each December.
- J. Tomikawa may cash out up to 120 hours of vacation time annually, each June.
- K. Tomikawa shall be entitled to nine (9) hours of paid leave for those holidays observed on a Monday through Thursday and eight (8) hours for holidays that are observed on Fridays. The following days shall be considered fixed holidays: 1) New Year's Day; 2) Martin Luther King Day; 3) Presidents Day; 4) Cesar Chavez Day; 5) Memorial Day; 6) Independence Day; 7) Labor Day; 8) Veterans Day; 9) Thanksgiving Day; 10) Day after Thanksgiving; 11) Christmas Eve; and 12) Christmas Day.
- L. Tomikawa shall be paid her regular salary if she is summoned to serve as a trial juror, for a period not exceeding ten (10) days per year, pursuant to City Council Resolution No. 5342.
- M. Tomikawa shall be entitled medical, dental and vision insurance with the full premiums, employee only, paid by the City. Tomikawa shall be eligible for

\$800/month if she chooses to opt out of the City's medical insurance. Upon official retirement, Tomikawa shall be granted the option of selecting medical insurance coverage from a list of carriers that exist as choices for other current retirees of HEG, except as limited by law. Such insurance coverage shall be provided at no cost to Tomikawa. If Tomikawa is receiving health care insurance at the time of her retirement, she shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines and rule of CalPERS. The City shall pay an amount equal to employee only coverage for the health plan in which the employee is enrolled, less any administrative fees required by the plan. If Tomikawa is not enrolled in a health plan at the time of retirement, he/she shall not be eligible for this benefit.

- N. Tomikawa shall be entitled to life insurance and accidental death and dismemberment, the City's Employee Assistance Program and long term disability program
- O. Tomikawa may enroll in the Flexible Spending Account Plan pursuant to the provisions of Sections 125 and 129 of the Internal Revenue Code which allow employees to allocate a designated portion of their salaries to a Flexible Spending Account used to pay (1) health and dental insurance premiums, (2) medical expenses not paid by a health insurance carrier and/or (3) child care expenses. Any amounts so allocated but not expended for those purposes shall be forfeited by the employee. Participation in this benefit is voluntary.
- P. CalPERS Pick-Up. The City shall pay to CalPERS an amount equal to 8% of the member's normal contribution as EPMC and shall report the same percent (value) of compensation earnable to CalPERS as additional compensation. Pursuant to the provisions of section 414(h)(2) of the Internal Revenue Code, the 8% contribution will be paid on a pre-tax basis.
- Q. Technology. The City shall provide Tomikawa with the use of a City-owned smart phone (iPhone or equivalent).

PERFORMANCE REVIEW

- 6. The City Manager may periodically review Tomikawa's performance as Human Resources Director.

BENEFITS UPON RETIREMENT

As a "miscellaneous employee," the City shall provide to Tomikawa the 3% @ 60 retirement formula. As a Classic Member, her retirement formula will be based upon her one year of highest compensation per Government Code Section 20024.2.

TERMINATION OF AGREEMENT

- 7. Since Tomikawa shall be employed "at-will," she shall have no property rights to City employment and therefore the City Manager may terminate this Agreement without cause with a six-month severance package and the City to pay for COBRA benefits for six (6)

months. Tomikawa may resign at any time, without cause, prior notice or appeal or grievance rights.

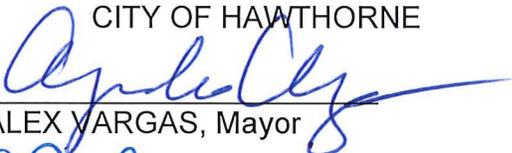
ASSEMBLY BILL 1344 COMPLIANCE

8. To the extent CITY provides (i) paid leave to Employee pending an investigation; (ii) funds for the legal criminal defense of the Employee; and/or (iii) a cash settlement to Employee related to the termination of the Employee pursuant to Paragraph 3 of this Agreement and Government Code Section 53243 et seq., Employee shall fully reimburse the City for any and amounts paid by the City which fall within subsection (i) through (iii) of this section in the event that the Employee is convicted of a crime involving the abuse of her office or position.

OTHER TERMS AND CONDITIONS

9. This is the entire Employment Agreement between City and Tomikawa and supersedes any previous agreements, writings, notes or oral understandings.
10. This Employment Agreement may be amended provided such amendments are approved in a duly convened Brown Act meeting by the City Council.
11. If any provision of this Employment Agreement shall be held invalid by a final decision of a court of law, the remainder shall nevertheless be deemed valid and effective, and it is the intention of the parties hereto that each provision hereof is being stipulated to separately in the event one or more of such provisions should be held invalid.

October 8, 2019

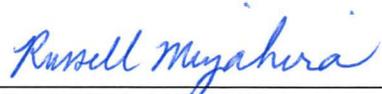
CITY OF HAWTHORNE
By: 
ALEX VARGAS, Mayor

October 9, 2019

By: 
CHRISTINE Y. TOMIKAWA

APPROVED AS TO FORM:

October 9, 2019

By: 
RUSSELL MIYAHIRA, Esq.
City Attorney