

RESOLUTION NO. 8302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR THE TERMS AND CONDITIONS OF EMPLOYMENT OF THOSE EMPLOYEES REPRESENTED BY THE HAWTHORNE MUNICIPAL EMPLOYEES' ASSOCIATION ("HMEA"), ACCORDING TO THE PROVISIONS OF THE HAWTHORNE MUNICIPAL CODE ("HMC") AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE HMEA MEMORANDUM OF UNDERSTANDING ("MOU")

WHEREAS, the City of Hawthorne and Hawthorne Municipal Employees' Association ("HMEA") after meeting and conferring on the terms and conditions of employment for the members of the HMEA have reached an agreement on said terms and conditions of employment; and

WHEREAS, the changes in terms and conditions of 2021 – 2024 MOU between the City of Hawthorne and HMEA have been ratified by HMEA.

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


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

SECTION 2. The changes in terms and conditions to be included in the 2021-2024 MOU between HMEA and the City of Hawthorne are attached hereto as Exhibit "A" and are incorporated herein by reference and are hereby approved by the City of Hawthorne.

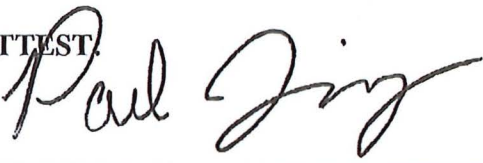
SECTION 3. The Interim City Manager is authorized to execute the 2021-2024 HMEA MOU after the following have occurred: 1) the approved terms and conditions have been incorporated into the 2021-2024 HMEA MOU; and 2) the attorneys for the City, the HMEA, and the HMEA President have executed the 2021-2024 MOU. The terms and conditions shall not be implemented until all parties have executed the 2021-2024 HMEA MOU.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and this certification to be entered in the Book of Resolutions of the Council of the City.

PASSED, APPROVED and ADOPTED this 14th day of September 2021.



Alex Vargas, Mayor
City of Hawthorne, California

ATTEST


Dr. Paul Jimenez, City Clerk
City of Hawthorne, California



ROBERT M. KIM,
Interim City Attorney
City of Hawthorne, California

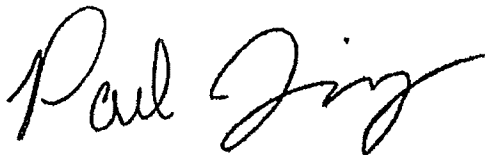
RESOLUTION CERTIFICATION PAGE

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

I, Paul Jimenez, City Clerk of the City of Hawthorne, California, hereby certify that the whole number of Members of the City Council of said City is five; that **Resolution No. 8302** was adopted by the City Council at their Regular Meeting held on September 14, 2021 by the following vote:

Ayes: Council Members: Monteiro, Patterson, Reyes English, Valentine, and Mayor Vargas
Noes: Council Members:
Absent: Council Members:
Abstain: Council Members:

Witness my hand and the seal of said City on September 16, 2021.



Dr. Paul Jimenez, City Clerk
City of Hawthorne, California

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HAWTHORNE
AND THE
HAWTHORNE MUNICIPAL EMPLOYEE'S ASSOCIATION
EFFECTIVE JULY 1, 2021 – JUNE 30, 2024

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ARTICLE 1 – INTRODUCTION

It is the understanding of the undersigned representatives of the Hawthorne Municipal Employees' Association and representatives of the City of Hawthorne that:

This Memorandum of Understanding (MOU) incorporates any previous Memoranda of Understanding governing 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 this MOU are to be effective July 1, 2021 through June 30, 2024.

ARTICLE 2 – RECOGNITION

The City of Hawthorne recognizes the Hawthorne Municipal Employees' Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other condition of employment for those employees assigned to classifications included in this MOU.

ARTICLE 2.1 – UNIT MEMBERSHIP

Within thirty (30) days from the effective date of this MOU, the City will provide the Association with an alphabetized list of employees subject to this MOU, which will include each employee's name, employee number, class title and location by department and division, where such information is available. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter, an alphabetized list of employees subject to this MOU, grouped by department and indicating each employee's name, employee number, class code, class title, membership status, and location, as applicable. This information will be provided either in the form of an electronic file or in a printed report as requested by the Association.

ARTICLE 2.2 – USE OF CITY FACILITIES

The Association shall be permitted to use City facilities on prior approval for the purpose of holding membership meetings to the extent that such use of the facility will not interfere with normal departmental operations. Participating employees will attend said meeting on their own time.

ARTICLE 2.3 – DUES DEDUCTION

A. DUES

Upon written notice from the Association that authorization has been received by a represented employee, the City will deduct dues or other voluntary deductions for association members. Such amounts shall be determined by the Association and implemented by the City in the first payroll period which starts thirty (30) days after

written notice of the applicable rate(s) of Association dues and/or representation fees is received by the City. Under no circumstances shall dues or fees be collected from employee's paychecks on a retroactive basis.

B. MANAGEMENT RESPONSIBILITIES

1. The City shall cause the amount of the dues to be deducted from twenty-six (26) biweekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein.
 - a. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City within thirty (30) working days after the conclusion of the month in which said dues and/or deductions were deducted.
2. The City will provide the Association with the name, home address, and employee number of each permanent employee in January and July of each year unless the employee has exercised their option to opt out of having this information provided as permitted under the law.
3. The City shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provision of this Article to those employees.
4. Information detailed above shall be provided either in the form of a computer file or in a printed report as requested by the Association.

C. ASSOCIATION RESPONSIBILITIES

1. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City, and to all *Association employees*, within sixty (60) calendar days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Association shall have any claim against the City for any deductions made or not made, as the case may be, unless, a claim against the City for any deductions made or not made, as the case may be, unless a claim or

error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 3 – TIME OFF FOR ASSOCIATION REPRESENTATIVES

Association authorized representatives shall be allowed reasonable time off without loss of pay to prepare for and attend negotiation sessions, to attend Association meetings and to prepare and participate in grievance and disciplinary action appeal hearings.

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 or any other protected classification. 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 – REGULAR FULL-TIME EMPLOYEES

Section 5.1 - Monthly Salary Schedules

- A. Following adoption of this MOU by the Hawthorne City Council, the following Salary Schedule (Exhibit A) shall take effect August 14, 2021. This Schedule reflects a five percent (5%) salary increase over the previous Salary Schedule effective July 1, 2017.

EXHIBIT A

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
1	2967	3069	3187	3290	3404	3530	3652	3777	3871	3967	4067	4190	4253
3	3081	3187	3290	3406	3530	3652	3777	3927	4026	4125	4229	4356	4422
5	3182	3290	3404	3530	3652	3777	3927	4069	4170	4275	4382	4514	4581
6	3238	3353	3463	3588	3721	3852	3994	4139	4242	4348	4456	4590	4659
7	3290	3406	3530	3652	3777	3927	4069	4226	4332	4440	4551	4687	4758
8	3345	3463	3588	3721	3852	3994	4139	4300	4407	4517	4631	4769	4842
10	3468	3588	3721	3852	3994	4140	4300	4461	4574	4687	4805	4950	5023
12	3594	3721	3852	3994	4139	4300	4461	4639	4754	4874	4996	5146	5223
15	3789	3927	4069	4226	4376	4549	4725	4907	5030	5156	5285	5442	5525
16	3851	3994	4140	4300	4461	4639	4815	5003	5127	5256	5388	5548	5632
17	3925	4069	4226	4376	4549	4725	4907	5098	5225	5357	5490	5654	5740
18	3994	4140	4300	4461	4639	4815	5003	5199	5329	5463	5600	5767	5854
19	4072	4226	4376	4549	4725	4907	5098	5300	5433	5569	5708	5878	5967

20	4148	4300	4461	4639	4815	5003	5199	5393	5527	5665	5808	5981	6071
22	4300	4461	4639	4815	5003	5199	5393	5614	5755	5900	6047	6229	6323
23	4383	4549	4725	4907	5098	5300	5501	5716	5859	6006	6155	6340	6435
24	4470	4639	4815	5003	5199	5393	5611	5831	5976	6126	6278	6468	6565
26	4639	4815	5003	5199	5393	5611	5831	6063	6216	6371	6531	6726	6827
27	4727	4907	5098	5300	5501	5716	5949	6182	6337	6495	6658	6858	6960
28	4817	5003	5199	5393	5611	5831	6063	6305	6464	6624	6791	6995	7100
30	5006	5199	5393	5611	5831	6063	6304	6558	6722	6890	7062	7274	7384
32	5193	5393	5611	5831	6063	6304	6558	6823	6993	7169	7347	7567	7681
33	5294	5501	5716	5949	6182	6427	6686	6962	7135	7314	7497	7722	7837
35	5501	5716	5949	6182	6427	6686	6962	7236	7416	7602	7792	8026	8147
37	5724	5949	6182	6427	6686	6962	7236	7532	7721	7913	8110	8354	8480
38	5832	6063	6304	6558	6823	7094	7378	7685	7877	8075	8276	8524	8653
40	6063	6304	6558	6823	7094	7378	7685	8000	8199	8405	8615	8875	9007
41	6180	6427	6686	6904	7236	7532	7841	8164	8369	8577	8793	9056	9192
43	6431	6686	6962	7236	7532	7841	8164	8506	8717	8937	9159	9434	9576
44	6559	6823	7094	7378	7685	8000	8337	8678	8895	9117	9345	9625	9769
45	6690	6962	7236	7532	7841	8164	8506	8854	9076	9304	9536	9823	9970
47	6957	7236	7532	7841	8164	8506	8854	9227	9457	9694	9936	10234	10388
49	7236	7532	7841	8164	8506	8854	9227	9608	9847	10094	10347	10656	10816
50	7390	7685	8000	8337	8678	9038	9416	9816	10061	10313	10571	10889	11052
51	7537	7841	8163	8506	8854	9227	9608	10014	10265	10521	10784	11107	11274
52	7684	8000	8337	8678	9038	9416	9816	10223	10480	10742	11010	11340	11511
53	7841	8164	8506	8854	9227	9608	10014	10433	10695	10962	11237	11574	11748
54	8007	8337	8678	9038	9416	9816	10223	10653	10921	11194	11473	11818	11994
55	8171	8506	8854	9227	9608	10014	10433	10877	11148	11427	11712	12063	12243

B. The following Salary Schedule (Exhibit B) shall take effect July 1, 2022. This Schedule reflects a five percent (5%) salary increase over the previous Salary Schedule effective August 14, 2021.

EXHIBIT B

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
1	3116	3223	3346	3454	3574	3707	3834	3966	4065	4165	4270	4399	4465
3	3235	3346	3454	3577	3707	3834	3966	4123	4227	4332	4441	4574	4643
5	3341	3454	3574	3707	3834	3966	4123	4272	4378	4488	4601	4740	4810
6	3400	3520	3636	3767	3907	4045	4194	4346	4454	4565	4679	4819	4892
7	3454	3577	3707	3834	3966	4123	4272	4438	4549	4662	4778	4922	4995
8	3513	3636	3767	3907	4045	4194	4346	4515	4627	4743	4862	5008	5084
10	3642	3767	3907	4045	4194	4347	4515	4685	4802	4922	5045	5197	5274
12	3774	3907	4045	4194	4346	4515	4685	4871	4992	5118	5246	5403	5484
15	3979	4123	4272	4438	4595	4776	4961	5152	5281	5413	5549	5714	5801
16	4044	4194	4347	4515	4685	4871	5056	5253	5384	5519	5657	5826	5914
17	4121	4272	4438	4595	4776	4961	5152	5353	5486	5625	5765	5937	6027
18	4194	4347	4515	4685	4871	5056	5253	5458	5595	5736	5880	6055	6146
19	4275	4438	4595	4776	4961	5152	5353	5565	5704	5848	5993	6172	6266
20	4355	4515	4685	4871	5056	5253	5458	5662	5804	5948	6098	6280	6375
22	4515	4685	4871	5056	5253	5458	5662	5895	6043	6195	6349	6540	6639

23	4602	4776	4961	5152	5353	5565	5776	6002	6152	6306	6463	6657	6757
24	4693	4871	5056	5253	5458	5662	5892	6122	6274	6432	6592	6791	6893
26	4871	5056	5253	5458	5662	5892	6122	6366	6527	6690	6858	7063	7168
27	4963	5152	5353	5565	5776	6002	6247	6492	6654	6820	6991	7200	7308
28	5058	5253	5458	5662	5892	6122	6366	6621	6787	6956	7131	7345	7455
30	5257	5458	5662	5892	6122	6366	6619	6886	7058	7235	7415	7638	7753
32	5453	5662	5892	6122	6366	6619	6886	7164	7343	7528	7714	7946	8065
33	5559	5776	6002	6247	6492	6748	7021	7310	7491	7680	7872	8108	8229
35	5776	6002	6247	6492	6748	7021	7310	7597	7787	7982	8182	8428	8554
37	6010	6247	6492	6748	7021	7310	7597	7908	8107	8308	8516	8771	8904
38	6123	6366	6619	6886	7164	7448	7747	8069	8271	8478	8690	8950	9086
40	6366	6619	6886	7164	7448	7747	8069	8400	8609	8826	9046	9318	9457
41	6489	6748	7021	7249	7597	7908	8233	8572	8787	9006	9232	9509	9651
43	6753	7021	7310	7597	7908	8233	8572	8931	9153	9383	9617	9906	10055
44	6887	7164	7448	7747	8069	8400	8754	9112	9339	9573	9812	10107	10258
45	7024	7310	7597	7908	8233	8572	8931	9296	9530	9769	10013	10314	10468
47	7305	7597	7908	8233	8572	8931	9296	9689	9930	10178	10433	10746	10907
49	7597	7908	8233	8572	8931	9296	9689	10088	10339	10598	10864	11189	11357
50	7759	8069	8400	8754	9112	9490	9887	10307	10564	10829	11100	11433	11605
51	7914	8233	8571	8931	9296	9689	10088	10515	10778	11047	11323	11662	11838
52	8068	8400	8754	9112	9490	9887	10307	10734	11004	11279	11561	11907	12087
53	8233	8572	8931	9296	9689	10088	10515	10954	11230	11510	11799	12153	12336
54	8408	8754	9112	9490	9887	10307	10734	11186	11467	11754	12047	12409	12594
55	8580	8931	9296	9689	10088	10515	10954	11421	11705	11999	12297	12667	12855

C. The following Salary Schedule (Exhibit C) shall take effect July 1, 2023. This Schedule reflects a two percent (2%) salary increase over the previous Salary Schedule effective July 1, 2022.

EXHIBIT C

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
1	3178	3287	3413	3523	3646	3781	3911	4045	4146	4249	4355	4487	4554
3	3299	3413	3523	3648	3781	3911	4045	4206	4312	4418	4530	4666	4735
5	3407	3523	3646	3781	3911	4045	4206	4358	4466	4578	4693	4834	4906
6	3468	3591	3709	3843	3985	4126	4278	4433	4543	4657	4773	4915	4990
7	3523	3648	3781	3911	4045	4206	4358	4526	4640	4756	4874	5020	5095
8	3583	3709	3843	3985	4126	4278	4433	4605	4720	4838	4959	5108	5185
10	3714	3843	3985	4126	4278	4434	4605	4778	4899	5020	5146	5301	5380
12	3849	3985	4126	4278	4433	4605	4778	4968	5092	5220	5351	5511	5594
15	4059	4206	4358	4526	4687	4872	5060	5255	5387	5522	5660	5829	5917
16	4125	4278	4434	4605	4778	4968	5157	5358	5491	5629	5770	5942	6032
17	4204	4358	4526	4687	4872	5060	5255	5460	5596	5737	5880	6056	6148
18	4278	4434	4605	4778	4968	5157	5358	5568	5707	5851	5997	6176	6269
19	4361	4526	4687	4872	5060	5255	5460	5677	5818	5965	6113	6295	6391
20	4442	4605	4778	4968	5157	5358	5568	5776	5920	6067	6220	6405	6502
22	4605	4778	4968	5157	5358	5568	5776	6013	6164	6319	6476	6671	6772
23	4694	4872	5060	5255	5460	5677	5892	6122	6275	6432	6592	6790	6892
24	4787	4968	5157	5358	5568	5776	6010	6245	6400	6561	6724	6927	7031

26	4968	5157	5358	5568	5776	6010	6245	6493	6657	6824	6995	7204	7312
27	5063	5255	5460	5677	5892	6122	6372	6621	6787	6956	7131	7344	7455
28	5159	5358	5568	5776	6010	6245	6493	6753	6923	7095	7274	7492	7604
30	5362	5568	5776	6010	6245	6493	6752	7024	7199	7379	7564	7791	7908
32	5562	5776	6010	6245	6493	6752	7024	7307	7490	7678	7868	8105	8226
33	5670	5892	6122	6372	6621	6883	7161	7456	7641	7834	8029	8270	8394
35	5892	6122	6372	6621	6883	7161	7456	7749	7943	8142	8345	8596	8725
37	6130	6372	6621	6883	7161	7456	7749	8066	8269	8475	8686	8947	9082
38	6246	6493	6752	7024	7307	7597	7902	8231	8436	8648	8864	9129	9267
40	6493	6752	7024	7307	7597	7902	8231	8568	8782	9002	9227	9505	9646
41	6619	6883	7161	7394	7749	8066	8398	8743	8963	9186	9417	9699	9844
43	6888	7161	7456	7749	8066	8398	8743	9110	9336	9571	9809	10104	10256
44	7025	7307	7597	7902	8231	8568	8929	9294	9526	9764	10008	10309	10463
45	7165	7456	7749	8066	8398	8743	9110	9482	9721	9965	10213	10520	10678
47	7451	7749	8066	8398	8743	9110	9482	9883	10129	10382	10642	10961	11125
49	7749	8066	8398	8743	9110	9482	9883	10290	10546	10810	11081	11413	11584
50	7915	8231	8568	8929	9294	9680	10085	10513	10775	11045	11322	11662	11837
51	8072	8398	8742	9110	9482	9883	10290	10725	10994	11268	11549	11895	12074
52	8229	8568	8929	9294	9680	10085	10513	10949	11224	11504	11792	12145	12328
53	8398	8743	9110	9482	9883	10290	10725	11174	11455	11740	12035	12396	12583
54	8576	8929	9294	9680	10085	10513	10949	11410	11696	11989	12288	12657	12846
55	8751	9110	9482	9883	10290	10725	11174	11649	11939	12238	12543	12920	13112

Section 5.2 - Classifications

- A. Classified - Employees holding a full-time position and whose classification is listed in this Memorandum of Understanding and whose funding is primarily from General Fund is "Classified." Any other classifications that exist or may be created after implementation of this MOU and whose source of funding is primarily from external funds (Federal, State) shall be "Non-Classified."

- B. The following classifications are assigned the following salary range. In the event an employee is appointed to a temporary position, the City may compensate that employee at an hourly rate of Step "1P" of the appropriate range.

Classification	Salary Range	Status
Accountant	37	Classified
Accountant I	30	Classified
Accountant II	32	Classified
Account Clerk	17	Classified
Account Manager	47	Classified
Account Technician	22	Classified
Account Supervisor	41	Classified
Administrative Aide I	15	Classified
Administrative Aide II	17	Classified

Administrative Analyst	33	Classified
Administrative Assistant	22	Classified
Administrative Clerk I	10	Classified
Airport Office Manager	26	Classified
Animal Control Officer	22	Classified
Assistant Engineer	33	Classified
Assistant Recreation Supervisor	28	Classified
Associate Engineer	37	Classified
Associate Plan Check Engineer	37	Classified
Building Inspector	30	Classified
Building Permit Technician	22	Classified
Business License Technician	22	Classified
Buyer	26	Classified
Cable Television Coordinator	27	Classified
Cable Television Producer	27	Classified
Cable Television Supervisor	35	Classified
CDBG/Home Coordinator	26	Non-Classified
City Maintenance Worker	16	Classified
Clerk Typist	5	Classified
Code Enforcement Officer I	22	Classified
Code Enforcement Officer II	37	Classified
Code Enforcement Officer Supervisor	41	Classified
Confidential Clerk	8	Classified
Community Affairs Canine Specialist	22	Classified
Community Services Officer	15	Classified
Construction Inspector	30	Classified
Crew Leader	26	Classified
Crew Leader Asphalt	26	Classified
Crew Leader Building Maintenance	26	Classified
Crew Leader Park Maintenance	26	Classified
Custodian	10	Classified
Deputy City Clerk	26	Classified
Electrician	20	Classified
Engineering Technician	30	Classified
Equipment Mechanic I	20	Classified
Equipment Mechanic II	24	Classified
Equipment Mechanic III	28	Classified
Executive Aide to Chief of Police	28	Classified
Executive Assistant	22	Classified
Executive Assistant to Chief of Police	35	Classified
Executive Assistant to City Manager	35	Classified
Finance Analyst	33	Classified
Forensics Specialist	35	Classified
Gang Analyst	22	Classified
Graffiti Worker	10	Classified

Heavy Equipment Operator	22	Classified
Housing Administrator	41	Non-Classified
Housing Clerk	5	Non-Classified
Housing Assistant	22	Non-Classified
Housing Inspector	30	Non-Classified
Housing Rehabilitation Specialist	35	Non-Classified
Housing Specialist (HUD)	26	Non-Classified
Human Resources Assistant	26	Classified
Human Resources Analyst	35	Classified
Human Resources Specialist	32	Classified
Information Support Technician	27	Classified
Information Systems Analyst	37	Classified
Information Systems Specialist	30	Classified
Internal Auditor	26	Classified
Jailer I	18	Classified
Jailer II	24	Classified
Jailer Supervisor	27	Classified
Legal Assistant	35	Classified
Legal Clerk	22	Classified
Legal-Risk Specialist	33	Classified
License-Permit Technician	22	Classified
Maintenance Worker I	16	Classified
Master Mechanic	37	Classified
Mechanic	22	Classified
NPDES – Maintenance Worker	10	Classified
Park Maintenance Worker	16	Classified
Parking Enforcement Officer I	10	Classified
Parking Enforcement Officer II	15	Classified
Payroll Assistant	22	Classified
Payroll Technician	30	Classified
Plan Check Specialist	26	Classified
Plan Check Engineer	44	Classified
Planning Analyst	37	Classified
Planning Assistant	30	Classified
Planning Associate	37	Classified
Planning Clerk	17	Classified
Police Administrative Technician	22	Classified
Police Record Technician	15	Classified
Police Records Manager	35	Classified
Police Records Supervisor	22	Classified
Police Service Officer	22	Classified
Public Works Maintenance Superintendent	45	Classified
Recreation Specialist	20	Classified
Recreation Supervisor	35	Classified

Section 8 Housing Inspector	20	Non-Classified
Senior Account Clerk	22	Classified
Senior Building Inspector	37	Classified
Senior Engineer	44	Classified
Senior Forensic Specialist	37	Classified
Senior Human Resources Analyst	41	Classified
Senior Planner	41	Classified
Senior Public Works Inspector	37	Classified
Senior Transportation Engineer	51	Classified
Senior Video Specialist	22	Classified
Sewer Service Technician	22	Classified
Skilled City Maintenance Worker	20	Classified
Supervisor, Maintenance	35	Classified
Supervisor, Park Maintenance	35	Classified
Traffic Clerk	15	Classified
Traffic Specialist	22	Classified
Warehouse Assistant	26	Classified

Section 5.3 - Initial Salary

The initial compensation to be paid any employee covered under this MOU shall be step letter "1P", except that the City Manager may recruit and appoint personnel at a higher step than step letter "1P".

Section 5.4 Regular Full-time Employees – Salary Increases

- A. Employees covered in classifications represented by this MOU, shall receive the following pay increases based on the adjustments to the Salary Schedules as follows:
1. Effective the pay period starting August 14, 2021, a five percent (5%) across the board pay increase.
 2. Effective the pay period starting July 1, 2022, a five percent (5%) across the board pay increase.
 3. Effective the pay period starting July 1, 2023, a two percent (2%) across the board pay increase.

Section 5.5 - Regular Full-time Employees - Step Advancement

- A. Advancement through these Steps ("1P" through "J") shall occur at twelve (12) month intervals. Each employee shall automatically move to the next higher step 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. For example, all employees in Step "A" advance to Step "B" after receiving compensation at Step "A" for twelve (12) months.

- B. Step "H" shall continue to be two and one-half percent (2.5%) higher than step "G." Step "I" shall continue to be two and one-half percent (2.5%) higher than step "H." Step "J" shall continue to be 2.5% higher than Step "I".
- C. Effective June 30, 2014, a new Step "K" was added which is three percent (3.0%) higher than Step "J." Advancement from Step "J" to the new Step "K" will occur for employees with fifteen (15) years or more of continuous service with the City.
- D. Effective June 30, 2014, a new Step "L" was added which is one and one-half percent (1.5%) higher than the new Step "K." Advancement from Step "K" to the new Step "L" will occur for employees with twenty (20) or more years of continuous service with the City.

Section 5.6 – Hero Pay

All full-time employees who have been actively employed from March 4, 2020 (date the California Governor issued a State of Emergency to prepare for the COVID pandemic) through the date of adoption of this MOU by the Hawthorne City Council, shall receive a one-time lump sum payment in the amount of one thousand dollars (\$1,000). This lump sum is in recognition of employees having to physically report to a workstation or work site in the City during the pandemic.

The payment shall be made to each employee by the City within two pay periods following City Council adoption of this MOU. This one-time payment paid is unconnected to performance and shall not be reflected on any City salary schedule and shall not be reported as compensation earnable.

Section 5.7 - Definition of “Work Week” and “Hourly Rate”

- A. All regular full-time employees covered under this MOU shall have a regularly scheduled recurring work week of forty (40) hours, unless the City Council shall determine otherwise, by motion, resolution, or ordinance.
- B. The hourly rate of pay for all regular full-time 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 5.8 - Date of Employment

All employees covered under this MOU shall be paid bi-weekly.

All Step advancements, promotions, changes of classification, and longevity allowances that result in a change of pay shall be effective at the start of a payroll period or the start of the pay period following the employee's anniversary date.

Section 5.9 - Promotions

- A. Whenever an employee is promoted to a higher classification outlined in this agreement, that employee shall receive the rate of compensation of the first step of the base pay range for the new classification or the lowest step of the base pay range that provides an increase of at least four and one-half percent (4-1/2%) of the employee's base pay, prior to promotion.
- B. Whenever the City intends to fill a classified bargaining unit position which is a promotional position, the City shall post a notice of such opening in the affected department at least ten (10) days before any public announcement of such employment opportunity.

ARTICLE 6 - INSURANCE BENEFITS

Section 6.1 - Full-Time Regular Employee Insurance Benefits

- A. The City shall continue to make the following insurance plans available to all regular full-time employees.
 - 1. Enrollment in a medical insurance plan (required*). The City shall pay an amount equal to employee only coverage for the plan in which the employee is enrolled. Employees enrolled in either an "Employee & 1 Dependent" or "Employee & 2+ Dependents" medical plan will be responsible for paying the remainder of the premium amount after the "Employee Only" portion has been subtracted.
 - 2. Employees who elect not to enroll in a medical plan through the City will be eligible to receive an "in lieu of" amount of four hundred dollars (\$400) per month.

In order to receive an "in lieu" amount of four hundred dollars (\$400) per month premium, an employee must provide the following to the Human Resources Department: 1) Proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through

another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within thirty (30) days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

3. Enrollment in Managed Health Network-MHN (required).
4. Enrollment in a Long-Term Disability Insurance Plan (LTD) (required).
5. Enrollment in a Dental Insurance Plan (optional).
6. Enrollment in a Life Insurance Plan. The City shall pay such premiums as are necessary to enroll and cover all HMEA bargaining unit employees in the following plans of insurance: (a) Group Term Life Insurance with a ten-thousand-dollar (\$10,000) per employee benefit and (b) Group Accidental Death and Dismemberment Coverage in an amount per employee of no less than ten thousand dollar (\$10,000) per incident. The City shall be the sponsor of these plans and shall administer the enrollment of employees into the above group benefit plans.
7. Enrollment in a Vision Care Plan through VSP. The City shall pay all premiums associated with and necessary for the enrollment and coverage of all full-time bargaining unit employees and dependents in the VSP Plan.

B. The City shall continue to provide a Flexible Spending Account Plan pursuant to the provisions of Sections 125 and 129 of the Internal Revenue Code which allows employees to allocate a designated portion of their salaries to a Flexible Spending Account to be used to pay (1) health and dental insurance premiums, (2) medical expenses not paid by a health insurance carrier and/or (3) child and dependent care expenses. Any amounts so allocated but not expended for those purposes shall be forfeited by the employee.

Section 6.2 - Retiree Medical Insurance

A. Those regular full-time employees who have retired from a classification covered by this MOU and who are receiving retirement benefits from CalPERS, shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines

and rules of CalPERS otherwise known as the Public Employees' Medical and Hospital Care Act (PEMCHA).

This benefit shall begin upon the employee's retirement from the City of Hawthorne and continue until the employee becomes ineligible for coverage under the City's CalPERS Health Benefits Plan.

For each such employee, the City shall pay an amount equal to employee only coverage for the plan in which the employee is enrolled, less any administrative fees required by the plan. If the employee is not enrolled in a health plan at the time of retirement, he/she shall not be eligible for this benefit.

- B. A retiree may, at the retiree's own and sole expense, enroll his/her spouse and/or qualified dependents in any of the medical plans provided under CalPERS.

Section 6.3 - Shift Differential

Regular full-time employees shall be eligible for shift differential pay as follows:

- A. Employees working eight (8) hour shifts:
If any part of a shift is scheduled after 7:00 P.M. OR before 7:00 A.M., such employee shall receive ten dollars (\$10.00) per shift actually worked effective July 1, 2016.
- B. Employees working other than eight (8) hour shifts:
Effective July 1, 2016, if any part of a shift is scheduled after 7:00 P.M. OR before 6:00 A.M., such employee shall receive ten dollars (\$10.00) per shift actually worked.

Section 6.4 - Safety Shoes

The City shall provide safety shoes, of a type to be determined by the City Manager or designee, to all employees in the following job classifications:

- | | |
|--------------------------|---------------------------------|
| Assistant Engineer | Graffiti Lead Worker |
| Building Inspector | Graffiti Senior Lead Worker |
| Buyer | Graffiti Worker |
| City Maintenance Worker | Heavy Equipment Operator |
| Code Enforcement Officer | Housing Inspector |
| Crew Leader | Master Mechanic |
| Custodian | Senior Public Works Inspector |
| Equipment Mechanic I | Sewer Service Technician |
| Equipment Mechanic II | Skilled City Maintenance Worker |
| Electrician | Supervisor, Maintenance |

Supervisor, Park Maintenance

Warehouse Clerk

Effective September 1, 2011, the annual allowance for Safety Shoes is set at one hundred and thirty dollars (\$130).

Section 6.5 - Uniform Policy – Maintenance Allowance

- A. The City of Hawthorne shall issue a written policy governing the availability and distribution of uniforms for its police, maintenance, equipment, and graffiti personnel. The parties agree to monitor the policy and to meet and confer over any material changes to the policy.
- B. The monetary value for the purchase and/or rental and maintenance of uniforms through City contracted uniform providers is reportable to CalPERS as special compensation. This excludes items that are for personal health and safety such as protective garments and safety shoes. In accordance with the Public Employees' Pension Reform Act (PEPRA), the reporting of uniform and maintenance value as special compensation for a CalPERS member hired on or after January 1, 2013 (classified by CalPERS as a "new member") is prohibited.
- C. Employees covered by this MOU in the following classifications receive a uniform maintenance allowance payable on a per payroll period basis at the following rates and reported as special compensation to the extent as allowed by CalPERS regulations:

City Maintenance Worker	\$6.20
Community Affairs Canine Specialist	\$5.38
Crew Leader	\$6.20
Crew Leader Asphalt	\$6.20
Crew Leader Park Maintenance	\$6.20
Custodian	\$6.20
Equipment Mechanic III	\$6.20
Graffiti Worker	\$6.20
Information Support Technician	\$5.38
Information Systems Analyst	\$0.76
Information Systems Specialist	\$0.76
Jailer I	\$5.38
Jailer II	\$5.38
Maintenance Worker I	\$6.20
Master Mechanic	\$6.20
Police Records Manager	\$5.38
Police Records Supervisor	\$5.38
Police Records Technician	\$5.38

Police Service Officer	\$5.38
Senior Forensic Specialist	\$5.38
Sewer Service Technician	\$6.20
Supervisor Maintenance	\$6.20
Skilled City Maintenance Worker	\$6.20
Traffic Specialist	\$5.38

ARTICLE 7 – BENEFITS RELATED TO TIME

Section 7.1 - Fixed Holidays

The City recognizes the holidays listed on the fixed holiday schedule below. City Hall employees represented by this MOU follow the holiday schedule that coincides with when the holiday falls on an off Friday, the holiday is observed on the Thursday before (or the Wednesday before if holidays fall on a consecutive Thursday and Friday and the Friday is an off day). Any holiday that falls on a Saturday or Sunday will be observed on the following Monday. In the event two holidays fall on a consecutive Saturday and Sunday, the Saturday holiday will be recognized in the previous week under the guidelines described in this Section. Starting in calendar year 2021, the City shall publish and issue in the month of October of the preceding year, the annual Holiday Schedule for City Hall employees.

Police Department employees observe holidays on the actual day (fixed) as follows:

- A. For the period of July 1, 2021 – December 31, 2021, the following days shall be considered fixed holidays.

Independence Day	Sunday, July 4, 2021
Labor Day	Monday, September 6, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021
Christmas Eve	Friday December 24, 2021
Christmas Day	Saturday, December 25, 2021

- B. For the period of January 1, 2022 – December 31, 2022, the following days shall be considered fixed holidays:

New Year's Day	Saturday, January 1, 2022
Martin Luther King Day	Monday, January 17, 2022
President's Day	Monday, February 21, 2022
Cesar Chavez Day	Thursday, March 31, 2022

Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Saturday, December 24, 2022
Christmas Day	Sunday, December 25, 2022

C. For the period of January 1, 2023 – December 31, 2023, the following days shall be considered fixed holidays.

New Year's Day	Sunday, January 1, 2023
Martin Luther King Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Cesar Chavez Day	Friday, March 31, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veteran's Day	Saturday, November 11, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023
Christmas Eve	Sunday, December 24, 2023
Christmas Day	Monday, December 25, 2023

D. For the period of January 1, 2024 – June 30, 2024, the following days shall be considered fixed holidays:

New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
President's Day	Monday, February 19, 2019
Cesar Chavez Day	Sunday, March 31, 2024
Memorial Day	Monday, May 27, 2024

E. Section 7.1 of the MOU shall be interpreted to provide that the classifications of Executive Assistant to the Chief of Police, Administrative Assistant, Executive Aide to the Chief of Police, Administrative Aide II, Gang Analyst, Police Administrative Technician, Information System Specialist, Information System Analyst, Animal Control Officer shall be, at the election of the employee, entitled to ten (10) hours of compensatory time off, cash out option or with the approval of their supervisor, shall be scheduled to receive an alternate day off within the same pay period for the holidays listed under Article 7, Section 7.1(A), (B), (C) and (D), which either fall on or

are observed on an otherwise scheduled day off. The employee will be entitled to "cash out" as straight time only for the City Holiday proceeding. Provided, however, that nothing in this Section E shall amend or modify the provisions or applicability of the vacation pay requirements otherwise set forth above in Section 7.1 - in the event an employee in the classifications listed above, in this Section E, actually are required to and do perform employment on holiday listed in Section 7.1, above.

- F. Provided however, classified employees assigned to and under the supervision of the Chief of Police shall be scheduled to observe, for purposes of this Section 7.1, all holidays on the actual day on which the holiday falls, in accordance with Section 7.1(E), above.

Section 7.2 - Personal Holidays

- A. Effective July 1, 2017, the allocation of personal holiday time per year shall be increased to forty (40) hours.
- B. Effective July 1, 2017, full-time employees covered under this MOU will be entitled to forty (40) hours of personal holiday time during said year. Any regular full-time employee hired on or after September 1, but prior to December 1, shall be entitled to twenty (20) personal holiday hours.
- C. Personal holiday hours shall be taken as time off with pay; however, you may carry over half of floating holiday time into the next calendar year.

Personal holiday hours may be taken in increments consistent with an employee's regularly scheduled shift (i.e., employee regularly assigned to work a ten (10) hour shift may elect to take ten (10) hours of personal holiday leave).

- D. These personal holiday hours shall be taken at a time mutually convenient to the employee and his/her supervisor.
- E. Accrued personal holiday hours shall not be paid at termination.

Section 7.3 - Holidays/Overtime Pay

- A. Regular full-time employees who work or are on excused paid absence the next preceding or next succeeding workday to any holiday shall receive the holiday off without loss of pay.
- B. Regular full-time employees who work on fixed holidays shall be compensated at a rate of two and one-half (2-1/2) times their normal rate of pay. This applies to hours actually worked, for a minimum of two (2) hours.

- C. No employee shall be paid more than two and one-half (2-1/2) times his/her regular rate of pay for time worked on a fixed holiday.
- D. The City shall allow employees who have accrued the maximum allotment of four hundred (400) hours of compensatory time to "cash out" any compensatory time, preceding a fixed or City covered holiday; when exceeding the four hundred (400) hours maximum, of compensatory time, as provided for in Section 11.7(B), of this MOU, and where the employee elects to receive compensatory time where the fixed or covered holiday falls on a day that the employee is not otherwise scheduled to work.

Section 7.4 - Vacation Leave

All regular full-time employees covered under this agreement shall be entitled to vacation accrual when in paid status for a minimum of forty (40) hours (paid status includes hours worked or use of accrued leave) as follows:

- A. All regular full-time employees shall accrue vacation leave at the rate of 3.08 hours per pay period through the first five (5) years of employment.
- B. At the completion of five (5) years of full-time service, regular full-time employees shall accrue vacation leave at the rate of 4.62 hours per pay period.
- C. At the completion of eleven (11) years of full-time service, regular full-time employees shall accrue vacation leave at the rate of 6.15 hours per pay period.
- D. At the completion of sixteen (16) years of service, regular full-time employees shall accrue vacation leave at the rate of 6.7 hours per pay period.
- E. Employees with twenty (20) or more years of full-time service will accrue vacation leave at the rate of 7.25 hours per pay period.
- F. Employees who have accumulated a minimum of one hundred and twenty (120) hours or more of vacation time, as of June 1, 2011, are entitled to carry over fifty percent (50%) of their accrued vacation time into the year following the year in which it is earned. Employees who have accumulated less than one hundred and twenty (120) hours of vacation time as of June 1, 2012, shall not be required to cash out any portion of such accumulated vacation pay. Through the first five years of employment with the City, all regular full-time employees have the option of "cashing out" up to seventy-two (72) hours of accumulated vacation leave. All regular full-time employees that have completed five or more years of full-time employment with the

City have the option of "cashing out" up to one hundred and twenty (120) hours of accumulated vacation leave.

Effective May 31, 2012, employees with less than one hundred and twenty (120) hours of vacation time in their accrued vacation leave bank - as of June 1st in each year covered by this MOU - shall not be eligible to participate in the cash out option.

- G. Payment dates for vacation leave shall be made during the month of June.
- H. Employees covered under this MOU shall arrange their schedule of vacations with their Department Head, Division Manager, or City Manager.
- I. Should discharge or termination take place, employees are entitled to be paid for all accrued vacation.

Section 7.5 - Sick Leave

A. Accrual.

Employees shall accrue sick leave with pay in accordance with the following:

Regular full-time employees assigned to a forty (40) hour work week shall accrue sick leave at the rate of 3.69 hours for each biweekly pay period in which the employee actually worked OR was on paid leave status for a minimum of forty (40) hours.

B. Usage.

1. To qualify for sick leave (AB 1522), an employee must:
 - *Work for at least thirty (30) days within a year for the City and,
 - *Satisfy a ninety (90) day employment period before taking any sick leave.
2. An employee eligible for paid sick leave shall be granted such leave for the following reasons:
 - a. Illness or injury that has resulted in the employee's inability to perform normal duties. An employee who is unable to report to work due to illness or injury, shall notify the appropriate party, as soon as reasonably possible, of that fact and give that party a telephone number and/or address at which the employee can be reached. In addition, an employee shall notify the appropriate party of their status at least every other scheduled shift.
 - b. Health and dental appointments during scheduled working hours. Use of sick leave for scheduled health and dental appointments shall require prior

approval of the employee's supervisor or designee, in accordance with the City's best interests.

- c. Disability caused by pregnancy or childbirth.
- d. Regular full-time employees may use up to forty-eight (48) hours of accrued sick leave during each calendar year as follows:
 - 1. Scheduled leave must be approved by the employee's supervisor at least forty-eight (48) hours prior to the beginning of the shift.
 - 2. Unscheduled leave shall be granted under this provision in the event of death of a friend or relative not covered by bereavement leave; or the injury or illness of a spouse or dependent where the employee's presence is necessary.
 - 3. 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. Verification of reasons for sick leave usage may be required by the employee's supervisor or designee.

C. Payment of Sick Leave

- 1. Any employee who has accumulated between three hundred and sixty (360) and seven hundred and twenty (720) hours of sick leave has the option of "cashing out" up to forty-eight (48) hours of accumulated sick leave. The amount of the entitled "cash out" shall be calculated by subtracting the number of hours used during the preceding twelve (12) months from the annual accrual amount of 96 hours and dividing the balance in half. The maximum cash payment shall be equivalent to forty-eight (48) hours of the employee's current compensation, and the employee's total accrual shall not fall below three hundred and sixty (360) hours.
- 2. Any employee who has accumulated between seven hundred and twenty (720) and one thousand fifty-two (1,152) hours of sick leave has the option of "cashing out" up to ninety-six (96) hours of accumulated sick leave. The amount of the entitled "cash out" shall be calculated by subtracting the number of hours used during the preceding twelve (12) months from the annual accrual amount of ninety-six (96) hours. The maximum cash payment shall be equivalent to ninety-six (96) hours of the employee's current compensation.

3. Any employee who has accumulated one thousand fifty-two (1,152) hours of sick leave, will be paid for any accumulated sick leave in excess of one thousand fifty-two (1,152) hours in current compensation. However, in no event, will an employee be allowed to cash out more than ninety-six (96) hours in any one year.
4. Payment dates for sick leave under the above subsections shall be made during the month of December, prior to Christmas Day.
5. Voluntary Quit – Sick Leave Payment.
 - a. Any employee who voluntarily resigns from the City after having completed seven (7) years of such service, shall receive fifty percent (50%) of the value of said employee's accumulated sick leave.
6. Retirement.

Upon retirement, those covered under this Agreement shall receive 100% payoff of unused sick leave.
7. Sick Leave Related to Industrial Injury or Illness.

Any employee covered under this agreement who is involved in an industrial accident resulting in absenteeism shall receive full pay for the first ten (10) working days and without loss of sick leave accrual.

Section 7.6 - Voluntary Assignment of Sick Leave Between Employees

In the event an employee has accumulated sick leave which has been carried over from a previous year or years, he/she may assign up to forty-eight (48) hours of such sick leave to another bargaining unit employee who has exhausted his/her sick leave bank. With regard to such assignments of sick leave between employees, the following guidelines shall apply:

- A. The sick leave to be assigned has not been the subject of a request for cashing out by the assigning employee.
- B. The employee to whom the sick leave is to be assigned has exhausted his/her sick leave bank and is suffering from a serious health condition which would otherwise entitle that employee to family medical and care leave under the provisions of California Government Code §12945.2.
- C. Any employee may make one (1) such assignment of sick leave per year.
- D. Any employee may receive up to four hundred and eighty (480) hours in assigned sick leave from other employees.

- E. Any sick leave assigned under the provisions of this Section must be utilized as paid leave and shall not be subject to the cash out provisions of this Agreement. The donating employee shall have deducted from his/her sick leave bank the amount donated. This amount shall be considered as "used" sick leave for the purposes of subsections 7.5(C)(1) & (2).
- F. Any application for the assignment of sick leave under this section shall be in writing and (i) identify the employee making and the employee accepting the assignment; (ii) be signed by both the employee making and the employee accepting the assignment; (iii) specify the number of sick leave hours to be assigned, (iv) state the reason underlying the necessity of the assignment (i.e. serious personal illness requiring a substantial period of convalescence, etc.), and; (v) state that the employee receiving the assignment has exhausted his/her sick leave bank.
- G. The City shall not unreasonably withhold its approval as to any assignment of sick leave submitted to it pursuant to this Section.
- H. The City shall prepare and make available to the bargaining unit appropriate forms with regard to applications for the assignment of sick leave under this section.
- I. Effective July 1, 2012, in lieu of or in addition to donated sick time, as provided for above in this Section 7.6, an employee may choose to donate up to twenty-four (24) hours in vacation leave or comp time to another employee who otherwise qualifies, in accordance with the provisions of this Section 7.6 and applicable state law, for the receipt of donated sick leave. Provided, further, that any such donated sick time, vacation leave, or comp time shall be deemed as income received by the employee to whom the sick time, vacation leave, or comp time was donated and in no event shall the donating employee be deemed, for income tax purposes, to have received the actual benefit or payment of the donated vacation leave or comp time. Provided, additionally, that any such donated vacation time may only be utilized by the employee to whom the vacation time has been donated to extend any leave necessitated by a medical or family condition, that would otherwise entitle the employee to unpaid leave under the provisions of California Government Code §12945.2 and may not be used by the employee receiving such time for any other purpose.

ARTICLE 8 – LONGEVITY PAY AND MERIT PAY

Section 8.1 – Longevity Pay

- A. Commencing on July 1, 2018, longevity pay shall be calculated as follows:

1. Employees who have completed five (5) years of service shall receive three percent (3%) above their base pay as reflected in Section 5.1 above.
 2. Employees who have completed ten (10) years of service shall receive four percent (4%) above base pay as reflected in Section 5.1 above.
 3. Employees who have completed fifteen (15) years shall receive five percent (5%) above base pay as reflected in Section 5.1 above.
- B. The provisions contained in this Section for longevity pay shall not be cumulative. For example: Total longevity after fifteen (15) years of service is five percent (5%) NOT twelve percent (12%). Longevity pay shall be in addition to all other compensation and shall be automatic without prior approval by the City Council or City Manager.

Section 8.2 – Merit Pay

To be eligible for Merit Pay, an employee represented by this MOU must receive (6 or more out of 11) mark ratings of “Exceeds Expectations” on two (2) out of their last three (3) annual evaluations. The overall rating category must be “Exceeds” to be determined eligible. Additionally, the City must have a surplus of two hundred thousand dollars (\$200,000) at the beginning of the Fiscal Year (July 1). In the case of an employee not having an employee evaluation on file, the Department Head must submit a Memo of Approval to the Director of Human Resources for action. Once awarded in compliance with this Policy (Attachment A of City Council Resolution No. 7486), an employee shall continue to receive such Merit Pay until the sooner of (A) revocation of Merit Pay in compliance with this Policy, as provided for below, or (B) discontinuation of employment with the City.

An employee may have the Merit Pay removed if they obtain an overall rating category of “Unsatisfactory” as a result of any future annual evaluations or are disciplined as a result for behavior unbecoming of an employee of the City of Hawthorne.

Should there be a change to the rating categories as a result of revisions to the City’s Employee Evaluation format, the City agrees to a limited reopener to discuss needed adjustments. Employee’s evaluations will be due by July 1 of every year. If an employee’s annual evaluation is ninety (90) days overdue and they are eligible for Merit Pay, a rating of “Meets and/or Exceeds Expectations” will be required on only two (2) out of the employee’s last four (4) annual evaluations. The Merit Pay will be paid to an eligible employee as soon as feasible. Merit Pay will become effective on the current pay period upon receipt of the personnel action form (no retroactive payment will be issued).

Example:	Effective date of Merit Pay	= 07/01/16
	Finance receives Personnel Action Form	= 8/1/2016
	Merit Pay will be applied on pay period of	= 8/1/2016

ARTICLE 9 – BEREAVEMENT LEAVE

- A. In the event of death of a member of the immediate family, defined as spouse, child, stepchild, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California. A regular full-time employee may be absent for the purpose of arranging for and attending the funeral for three (3) consecutive working days without loss of pay, and not charged to sick leave.
- B. If the circumstances require the employee to travel in excess of five hundred (500) miles, one way, to arrange for an attend said funeral, two (2) additional days without loss of pay or charged to sick leave, shall be granted.

ARTICLE 10 – JURY DUTY

All full-time employees covered by this MOU shall have time off from employment with pay in order to fulfill their obligations of citizenship by the performance of jury duty. As authorized by the City Council in Resolution No. 5342, all full-time employees who are summoned to serve as trial jurors will be paid their regular salary during the period they are required to serve as trial jurors, but not for any period in excess of ten (10) days. All fees, except travel expenses, received for jury duty are to be turned over to the City Treasurer and shall be deposited into the General Fund.

ARTICLE 11 – SPECIAL PAY PROVISIONS

Section 11.1 - Special Pay Provisions

- A. Those employees classified as City Maintenance Worker and assigned to work on the Tree Crew shall receive premium pay at the rate of forty-five dollars (\$45) per pay period while so assigned.
- B. Those employees assigned to operate the large "gang mower" shall receive premium pay at the rate of forty-five dollars (\$45) per pay period while so assigned.
- C. Those employees assigned to perform the duties of, and who is certified as a "Pest Control Advisor", shall receive premium pay at the rate of forty-five dollars (\$45) per pay period while so assigned. Effective July 1, 2012, those employees who have obtained a "Qualified Applicator License" or "Qualified Applicator Certificate" shall receive premium pay at the rate of twenty-five dollars (\$25) per pay period.
- D. Employees who possess a Class B Commercial Driver's License and who may be asked to operate a Class B vehicle will receive forty-five (\$45) per pay period.

Classifications that require a Class B shall have the minimum qualification listed on the job description and new employees may be hired without a Class B but must obtain a valid Class B Driver's License within twelve (12) months of employment. Failure to obtain and/or maintain a Class B Driver's license may result in termination of employment.

A Class B is not required for employees hired in the classifications of:

- City Maintenance Worker prior to January 21, 2009.
- Maintenance Worker I prior to March 4, 2018; or
- Skilled Maintenance Worker prior to May 26, 2020.

An employee in these classifications who believes a Class B was not required at their time of appointment and can provide documentation to support that there was no such requirement may use the grievance process to protest the requirement that a Class B license be maintained. Any grievance regarding the Class B requirement in this Section must be initiated by June 30, 2020. Those employees who do not maintain a Class B are ineligible for the forty-five dollar (\$45) per pay period Class B pay.

E. Those employees who are required to maintain a "Hazmat" and/or "ACE Certification" shall receive premium pay at the rate of twenty dollars (\$20) per pay period.

F. A regular full-time 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 his/her Department Head, shall receive bonus pay according to the following:

1. To be eligible for this assignment bonus, an employee must have successfully passed a language proficiency test which has been arranged for or approved by the Director of Administrative Services, or designee. 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 fifty dollars (\$50) per pay period.

G. Effective January 1, 2016, the City shall issue premium pay of one hundred dollars (\$100) per pay period to any and all employees who are duly certified or licensed to perform compliance review duties with regard to any land development or related project of construction which requires certification of compliance with the Americans with Disabilities Act, State Water Board NPDES/LID requirements or similar State of California statutes.

H. The City shall either pay for or reimburse employees for any licensing fee or certification testing fee that a bargaining unit employee is required to incur with respect to obtaining any license/certification that they must have as a condition of employment.

I. Stipend for Care and Maintenance of Canine

Effective July 1, 2015, a non-sworn employee who is assigned to handle a canine will receive an additional five-hundred-dollar (\$500) stipend per month as compensation reasonably necessary for the routine care and maintenance of the assigned canine while the canine is in the employee's possession. The City and the Association further agree that this stipend is intended to compensate the employee assigned to canine duty for all off-duty hours spent caring for and maintaining their assigned canine in compliance with the Fair Labor Standards Act (FLSA) and interpretative cases and rulings.

The City and the Association acknowledge the FLSA, which governs the entitlement to compensation for canine care and maintenance, allows the parties to agree to a reasonable number of hours per month for the performance of off-duty canine care and maintenance duties. The hours represented by the agreed to stipend, as set forth above in this MOU, were determined after an actual inquiry of the Association employees assigned to canine duty in the Hawthorne Police Department/City of Hawthorne, as well as similar agencies, and as addressed by *Leever v. City of Carson* (9th Cir. 2004) 300F.3d 1014. It is the intent of the parties to this MOU, and through the provisions of this Section, to fully comply with the requirements of FLSA with regard to this subject matter.

Section 11.2 - 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, and effective July 1, 2016, all employees covered under this MOU shall be entitled to a maximum of two hundred and fifty dollars (\$250.00) per unit for the cost of tuition and regular application fee. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work.

A. The reimbursement request shall be submitted to and approved by the City Manager prior to enrollment.

B. A minimum semester/quarter grade of:

1. "C" on an A, B, C, D, & F scale, or
2. 70% on a 100% scale; or
3. 2.0 on a 4.0 scale; or
4. Pass on a pass/fail scale; or
5. Equivalent to one of the above.

C. Receipts for reimbursable items must be submitted.

D. This program is designed to reimburse employees for school expenses which are not funded or partially funded from other external sources, including but not limited to G.I. educational benefits. Thus, the City shall not reimburse expenses which, in its sole judgment, are adequately provided for through other benefits available to the employee.

E. The educational reimbursement plan shall continue as heretofore with the following modifications:

1. Educational reimbursement may be disapproved and not allowed if the Director of Administrative Services, or designee, determines that the course or courses sought to be taken are (A) not from a generally recognized school of university, or (B) do not constitute generally recognized academic courses for generally recognized academic credits or contribute to the development of skills which might reasonably be of potential benefit to the City.

Section 11.3 – Move-Up Pay

A. When an employee is temporarily absent from their job for ten (10) or more consecutive working days, the department head may "move-up" a subordinate employee to the absent employee's position. Beginning with the eleventh (11th) day in "move-up" status, the employee shall automatically receive "acting pay" equal to the amount of the first Step of the higher position's regular salary range or the lowest Step of that range which represents a four and one-half percent (4-1/2%) increase in the moved-up employee's base salary. No such move up assignment shall last for more than twelve (12) months. Upon conclusion of the move up assignment, an employee shall be returned to the appropriate salary range and at the Step that he/she is entitled to based on their City service.

B. During a City of Hawthorne declared state of emergency, the City Manager is authorized to extend a move-up pay assignment beyond the twelve (12) months depending on the City's need. Once the state of emergency is over, the move-up pay assignment will conclude within six (6) months.

Section 11.4 - Acting Assignment

- A. At the discretion of a Department Head or Manager, an existing vacancy may be temporarily filled by a qualified subordinate employee upon the approval of the City Manager. Such employee shall receive "acting pay" equal to the amount of the first step of the higher position's regular salary range or the lowest step of that range which represents a four and one-half percent (4-1/2%) increase in the moved-up employee's base salary. No such acting assignment shall last for more than twelve (12) months. Upon conclusion of the acting assignment, an employee shall be returned to the appropriate salary range and at the Step that he/she is entitled to based on their City service.
- B. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, the subordinate bargaining unit employee then temporarily filling the vacancy shall automatically be included within the group of individuals who test for being placed into the vacancy. Provided, however, that such subordinate employee has received a satisfactory evaluation as determined by the employee's department head or division manager:
- C. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, such employee who meets the requirements of Section 11.4(B) above shall also be awarded, with respect to the applicable civil service process, the following additional points in consideration of his/her knowledge of the requirement attached to such vacant position per the following schedule:
1. 3 months in acting position: 1 additional point.
 2. More than 3 months and less than 6 months in acting position: 2 additional points.
 3. More than 6 months and less than 9 months in acting position: 3 additional points.
 4. More than 9 months and less than 12 months in acting position: 4 additional points.
 5. More than 12 months in acting position: 5 points.
- D. During a City of Hawthorne declared state of emergency, the City Manager is authorized to extend an acting pay assignment beyond the twelve (12) months depending on the City's need. Once the state of emergency is over, the acting pay assignment will conclude within six (6) months.
- E. To the extent as provided by CalPERS regulations, employee out of class appointments to an upgraded position or acting in a higher classification to a vacant

position shall be limited to nine hundred and sixty (960) hours per fiscal year (July 1 to June 30). A vacant position per this provision excludes a position that is temporarily unavailable due to another employee's leave of absence.

Section 11.5 - Auto Allowance

With prior approval of the City Council or the City Manager, an employee may receive that amount of reimbursement per mile for the use of the employee's private automobile for City business in an amount determined by the IRS reimbursement rate then in effect.

Section 11.6 - Call Back Pay

- A. When an employee is called back to work after he/she has left the work site, he/she shall be entitled to a minimum of two (2) hours pay at one and one half (1-1/2) times his/her normal rate of pay.
- B. When an employee is called into work on a scheduled day off, he/she shall be entitled to a minimum of two hours (2) pay at one and one half (1-1/2) times his/her normal rate of pay.

Section 11.7 Overtime

- A. All overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, except when required to work on holidays.
- B. For overtime worked, employees may receive payment or compensatory time off, at the employee's option, but may not accrue more than four hundred (400) hours of compensatory time.
- C. Effective July 1, 2012, no weekly or daily shift schedule shall be altered or modified for the purpose, in whole or in part, of avoiding the payment of overtime compensation to bargaining unit personnel.

Section 11.8 - On Call Status

Effective the pay period following City Council adoption of this MOU, an employee assigned to on-call status while they are off duty shall receive "on call pay" in the amount of three hundred dollars (\$300) per week. All other provisions of on-call status remain in effect as provided in this Section.

Effective July 1, 2013: (i) an employee assigned to on-call status while they are off duty shall receive "on-call pay" in the amount of one hundred dollars (\$100) per week and (ii) "on-call" schedules will be established no less than six months in advance and notice of

"on-call" status shall be provided to all affected employees in accordance with the six (6) month schedule.

ARTICLE 12 – DEFERRED COMPENSATION

The City will continue to offer a deferred compensation plan to employees covered under this agreement. Any employee covered by this MOU may participate through payroll deduction. However, the combined deposits of the employee's payroll deduction amount may not exceed the amount allowed by law.

An employee may deposit any earned vacation or sick leave accruals that are eligible for deposit at the time of separation from employment into an active deferred compensation account provided he/she does not exceed the annual limit required by law.

ARTICLE 13 – CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

Section 13.1 - CalPERS Pick-Up

Effective September 1, 2011, The City shall pay to CalPERS an amount equal to eight percent (8%) of the normal contribution as Employer Paid Member Contribution (EPMC) and reporting the same percent (value) of compensation earnable as additional compensation for employees who are "Classic Members" of CalPERS. Pursuant to the provision under 414(h)(2) of the Internal Revenue Code, the eight percent (8%) contribution will be paid on a pre-tax basis. Employees who are "New Members" of CalPERS shall not be eligible for EPMC in accordance with the Public Employees' Pension Reform Act (PEPRA).

Section 13.2 - Optional CalPERS Contract Provisions

1. Classic Member
 - 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. 3% @ age 60 retirement formula (Section 21354).

2. New Member (PEPRA)

- a. Retirement benefit based on average of three (3) highest years of compensation with the City.
- b. Employees hired on or after January 1, 2013, will be subject to the 2% @ age 62 retirement formula.
- c. The employee shall pay the entire member contribution in accordance with the PEPRA.

ARTICLE 14 – REINSTATEMENT

An employee who has separated, in good standing, from his/her employment with the City of Hawthorne may be considered for reinstatement to a position within his/her former classification, or comparable classification, within the following guidelines:

- A. All reinstatements shall be made at the discretion of the appointing authority. Nothing in this provision shall be construed to require any such reinstatements.
- B. Former employees requesting reinstatement may be considered in addition to candidates on an active Eligible List certified by the Director of Human Resources or designee.
- C. Reinstatement of former employees who have been separated from the City shall be governed by the Hawthorne Municipal Code.
- D. A comparable classification may include a lower classification from which the employee was separated. However, the employee must possess the minimum qualifications for the job. At the discretion of the Director of Human Resources or designee, an applicant for reinstatement may be required to demonstrate that he/she does possess such qualifications.
- E. This provision may not be used to appoint an employee to a classification higher than the one from which he/she separated.
- F. Former employees who are reinstated within thirty (30) calendar days or less from their separation date shall be considered not to have had a break in service and shall retain anniversary dates and receive all benefits to which they were entitled and for which they were not compensated for at the time of separation, including sick leave accrued, salary, vacation accrual rates, and floating holidays not taken prior to separation.
- G. Former employees who are reinstated after more than thirty (30) calendar days from separation shall be considered new employees, except that the appointing authority

may, at his/her discretion, appoint the reinstated employee up to the Step that the employee had attained prior to separation.

- H. In addition, an employee reinstated after more than a sixty (60) day separation shall be placed on probation for a one (1) year period, during which time, the employee shall serve on an "at will"/probationary basis.

ARTICLE 15 – GRIEVANCE PROCEDURE

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

A. Definition

A grievance is a complaint by one or more employees or the HMEA 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 grieve-able.
3. Disputes over matters which are subject to state or federal law, and which are reviewable by state or federal administration agencies are not grieve-able. 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 fifteen (15) 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 ten (10) 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 the appropriate Department Head. The Department Head or designee shall respond within ten (10) 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 ten (10) 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 ten (10) days after the expiration of the time period set forth in Section (C)(1)(b). The written grievance shall be submitted on a completed form provided by the City.
- b. The formal grievance shall be processed through the Department and a written decision from the Department Head or designee thereof forwarded to the grievant within twenty-one (21) days of submitting the written grievance.

3. Third Step: Administrative Appeal

- a. A grievance unresolved by the Second Step may be continued if appealed to the Director of Administrative Services, or designee, within fourteen (14) days of receipt of the final decision of the Department Head or designee

thereof. If no decision was forwarded within the time period set forth in Section (C)(2)(b), the grievance may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section (C)(2)(b). The appeal shall be submitted to the Director of Administrative Services, or designee, 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 Director of Administrative Services, or designee, as provided in paragraph (a) of the third step.

4. Fourth Step: Hearing Officer (Binding Arbitration)

- 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 the 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 the City.

- f. The hearing officer's decision shall be binding. The City Manager shall notify the grievant within fourteen (14) days following receipt of the decision.

D. Appeal of Written Reprimand

A Written reprimand, the lowest form of discipline, is a report, memorandum or letter placed in the employee's permanent personnel file stating the dissatisfaction of a manager or supervisor with the performance of an employee or reciting a transgression or rule violation by the employee. A written reprimand may be appealed as follows: if an employee believes that the written reprimand is inaccurate or unfair, he or she can schedule a meeting with the department head to review the reprimand. If the employee is dissatisfied with the department head's decision, he or she may schedule a meeting with the City Manager to review the decision. Any request for a meeting with the City Manager must be submitted no later than ten (10) working days after the department head's decision on the matter. The decision of either the Department Head or City Manager, whoever hears the appeal last, shall be final and binding.

This meeting shall not be a formal hearing. The employee may present information and may provide his or her position statement as to the reasons that he or she believes the reprimand is inaccurate or unfair. Nothing in this appeal procedure shall preclude the employee from attaching a comment to the reprimand stating the reasons that he or she believes the reprimand is inaccurate or unfair. The employee may be accompanied by an HMEA officer or may be represented at such meeting(s) by the HMEA officer in the absence of himself/herself.

- E. "Days" for purposes of this Article shall be business days.

ARTICLE 16 – SEVERABILITY

This MOU is subject to all current federal, state, and local laws and all future federal and state laws. If any Article, Section, or part of this MOU is in conflict with or inconsistent with applicable provisions of federal, state, or local laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, Section, or part shall be suspended and superseded by such applicable law and the remainder of the MOU shall not be affected thereby.

ARTICLE 17 – OTHER TERMS

All other terms and conditions of employment as contained in ordinances, resolution, or other official actions not in conflict with the provisions of this agreement shall remain in full force and effect during the entire term of the agreement.

Section 17.1 – Labor Management Committees

The parties agree to a creation of a joint Labor Management Committee, of two members each appointed by the City and HMEA, to meet and confer during the term of this MOU with respect to the following subject matters: (1) an appropriate Uniform Policy pursuant to Section 6.5 of this MOU; (2) the development and implementation of an unbiased and non-discriminatory testing system with respect to promotional opportunities for HMEA bargaining unit employees; (3) reasonable policies and procedures with respect to the determination of whether an employee is denominated as "classified" or "non-classified"; and (4) a side letter to this MOU, which shall not be inconsistent with the City's Administrative Code governing how and under what circumstances seniority may be used to avoid lay-off in the event of a reduction of force by the City.

Section 17.2 – Probationary Employees

Notwithstanding any provision in the City's Municipal Code, an employee's probationary employment status with the City may be terminated at any time by the department head or division manager without any right to a hearing to challenge such action. An employee's initial probationary period may be extended once and for a period of up to six (6) months at the City's sole discretion. Provided, however, that (a) notice of any such extension of probation shall be given in writing to the affected employee, with a copy to HMEA, no later than twenty-four (24) hours prior to last day of the affected employee's initial probationary period and (b) written notice of termination from probation must be provided to the affected employee, with a copy to HMEA, no later than the close of the regular working day on the last day of the employee's probationary period, including an extension thereof.

Section 17.3 – Reopeners

A. As soon as practicable following City council adoption of this MOU, the City and the Association agree to reopen negotiations regarding On Call Status Duty, specifically the duty sign up schedule process and policy and/or procedures for on call assignments. Until such time for the meet and confer process, On Call Status Duty shall be conducted on a voluntary basis (based on a seniority list – most senior employee to select first). Selection may range from zero to two weeks. On Call Status Duty becomes mandatory in the event weeks remain unfilled by voluntary selection. In that event, the seniority list is then reversed with most junior employee mandated first. Any changes to this process cannot be made without mutual consent.

The seniority list shall be established based on (1) classifications that are subject to perform On Call Status duty in the order of highest to low pay range number and

then (2) by employee names who currently hold those classification titles in the order of those starting with the highest number of total full-time years of service with the City. Such seniority list shall be established for each department subject to On Call Duty assignments to meet operational needs.

B. As soon as practicable following City Council adoption of this MOU, the City and the Association agree to reopen negotiations over changing the procedure for cashing out or selling back to the City leave balances, including, but may not be limited to, the optional cash out provisions set forth in Article 7.

C. As soon as practicable after the adoption of this MOU by the Hawthorne City Council, the City and the Association agree to reopen this agreement for the purpose of determining the approximate number of off-duty hours per day that the assigned Community Affairs Canine Specialist spends on the care and feeding of the canine. The parties will also negotiate over the hourly rate of pay that the employee will receive for these off-duty tasks. The parties have agreed that five hundred dollars (\$500) per month is the appropriate compensation for these off-duty tasks. The parties' intent in these reopener negotiations is to determine an hourly rate for these duties, which when paid at time and one-half (1-1/2) for the number of off-duty hours determined to be the approximate off-duty time spent on these tasks, will equal a monthly compensation of approximately five hundred dollars (\$500) per month, but in no case less than five hundred dollars (\$500) per month."

ARTICLE 18 – CITY RIGHTS

Section 18.1: The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or nonexistence of facts which are the basis of the management decision.
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- E. Methods of financing.
- F. Types of equipment or technology to be used.

- G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations and type of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- J. To establish and modify productivity and performance program and standards.
- K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons.
- L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause.
- M. To determine job classification and to reclassify employees.
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons.
- O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 18.2: Except in emergencies, or where the City is required to make changes in its operations because of the requirement by law, whenever the exercise of management's rights shall impact on employees of the association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in the Personnel Rules and Regulations, Safety Resolutions, and Municipal Code which are incorporated herein by reference in this MOU. By agreeing to meet and confer with the Association as to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 19 – SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 19.1 - It is the intent of the parties hereto that the provisions of the MOU shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and

shall be the SOLE source of any and all rights which may be asserted hereunder. This MOU is not intended to conflict with federal or state law.

Section 19.2 - The parties acknowledge that the City Council will adopt this agreement by resolution and that said Resolution shall remain in full force and effect during the term of this MOU.

ARTICLE 20 – NO STRIKE – NO LOCKOUT

Section 20.1 - 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 20.2 - 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 20.3 - Any employee who participates in any conduct prohibited in Section 20.1 above, may be subject to disciplinary action up to and including discharge.

Section 20.4 - 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 20.1 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 1 above and return to work.

ARTICLE 21 – 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 22 – WAIVER

Section 22.1 - The parties mutually agree that neither party shall seek 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.

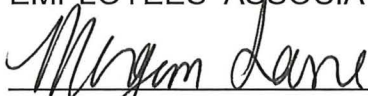
Section 22.2 - The parties shall reopen any provision of this MOU for purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 22.3 - 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 and entered into as of this 1st day of July 2021.

ARTICLE 23 – TERM OF AGREEMENT

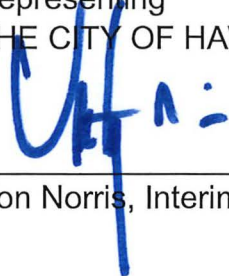
This MOU shall be in full force and effect from the 1st day of July 2021, up to and including the 30th day of June 2024. The parties reserve the right, upon mutual agreement, to meet and confer, in good faith, with respect to any subject or matters within the scope of representation during the term of this Memorandum. The parties jointly agree to recommend the provision of the MOU to the City Council for its adoption, and, if adopted, to abide by its provision for the term hereof.

Representing
THE HAWTHORNE MUNICIPAL
EMPLOYEES' ASSOCIATION



Morgan Lane
HMEA Representative

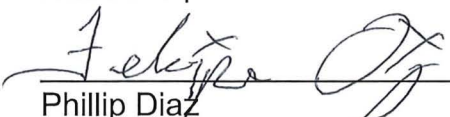
Representing
THE CITY OF HAWTHORNE



Von Norris, Interim City Manager



Debbie Chontos
HMEA Representative



Phillip Diaz
HMEA Representative

