



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HAWTHORNE

AND THE

**HAWTHORNE MUNICIPAL EMPLOYEE'S ASSOCIATION
(HMEA)**

EFFECTIVE

JULY 1, 2024 through JUNE 30, 2027

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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, 2024, through June 30, 2027.

ARTICLE 2 - RECOGNITION

The City of Hawthorne recognizes the Hawthorne Municipal Employees' Association as the sole and exclusive bargaining agent for establishing salaries, wages, hours, and other conditions of employment for 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 FOR MEETINGS

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 with a status report showing all changes in the employment status of employees in this unit that affect the applicability of this Article to those employees, at least monthly.
4. The information detailed above shall be provided either as a computer file or as 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 - 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. There will be a five percent (5%) pay increase effective July 1, 2024.
 2. There will be a five percent (5%) pay increase effective July 1, 2025.
 3. There will be a five percent (5%) pay increase effective July 1, 2026.

Section 5.2 - Monthly Salary Schedules

See Exhibit(s)

- "A" - Effective July 1, 2024
"B" - Effective July 1, 2025
"C" - Effective July 1, 2026

Section 5.3 - Classifications and Salary Range

- A. Classified - Employees holding a full-time position whose classification is listed in this Memorandum of Understanding and whose funding is primarily from the General Fund are "Classified." Any other classifications that exist or may be created after the 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
Accounting Clerk	17	Classified
Accounting Manager	47	Classified
Accounting Supervisor	41	Classified
Accounting Technician	22	Classified
Administrative Aide I	15	Classified
Administrative Aide II	17	Classified
Administrative Analyst	33	Classified
Administrative Assistant	22	Classified
Administrative Clerk I	10	Classified
Animal Control Officer	22	Classified
Assistant Engineer	33	Classified
Assistant Recreation Supervisor	28	Classified
Associate Building Inspector *	24	Classified
Associate Engineer	37	Classified
Associate Environmental Engineer *	41	Classified
Associate Plan Check Engineer	37	Classified
Associate Traffic Engineer *	35	Classified
Building Inspector	30	Classified
Building Maintenance Worker *	16	Classified
Building Permit Technician	22	Classified
Building Safety Technician *	22	Classified
Business License Technician	22	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 (Community Services, Airport, Building, Street)	16	Classified
Clerk Typist	5	Classified
Code Enforcement Officer I	22	Classified
Code Enforcement Officer II	37	Classified
Code Enforcement Supervisor ¹	41	Classified
Community Affairs Assistant *	15	Classified
Community Affairs Canine Specialist	22	Classified
Community Services Officer	15	Classified
Community Services Technician *	22	Classified
Confidential Clerk	8	Classified
Construction Inspector	30	Classified
Crew Leader	26	Classified
Crew Leader Building Maintenance	26	Classified
Crew Leader Community Services Maintenance ²	26	Classified
Custodian	10	Classified
Department Technician *	22	Classified
Deputy City Clerk	26	Classified
Development Analyst *	35	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
Forensics Supervisor *	41	Classified
Gang Analyst	22	Classified
Geographic Information Systems Analyst *	35	Classified
Heavy Equipment Operator	22	Classified
Homeless Services Supervisor *	28	Non-Classified

Housing Administrator	41	Non-Classified
Housing Assistant	22	Non-Classified
Housing Clerk	5	Non-Classified
Housing Coordinator *	26	Non-Classified
Housing Inspector	30	Non-Classified
Housing Management Analyst *	26	Non-Classified
Housing Property Supervisor *	26	Non-Classified
Housing Rehabilitation Specialist	35	Non-Classified
Human Resources Analyst	35	Classified
Human Resources Assistant	26	Classified
Human Resources Specialist	32	Classified
Human Resources Technician *	27	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
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
Mechanic Assistant *	10	Classified
Park Maintenance Worker	16	Classified
Parking Enforcement Officer I	10	Classified
Parking Enforcement Officer II	15	Classified
Payroll Assistant	22	Classified
Payroll Supervisor *	37	Classified
Payroll Technician	30	Classified
Plan Check Engineer	44	Classified
Plan Check Specialist	26	Classified
Plan Coordinator/Administrative Assistant *	27	Classified
Planning Analyst	37	Classified
Planning Assistant	30	Classified
Planning Associate	37	Classified
Planning Clerk	17	Classified

Planning Technician *	22	Classified
Police Administrative Technician	22	Classified
Police Records Manager	35	Classified
Police Records Supervisor	22	Classified
Police Records Technician	15	Classified
Property & Evidence Officer *	24	Classified
Public Works Maintenance Superintendent	45	Classified
Public Works Technician *	22	Classified
Recreation Specialist	20	Classified
Recreation Supervisor	35	Classified
Revenue and Accounts Payable Supervisor *	26	Classified
Section 8 Housing Inspector	20	Non-Classified
Senior Accounting Clerk	22	Classified
Senior Building Inspector	37	Classified
Senior Deputy City Clerk *	35	Classified
Senior Engineer	44	Classified
Senior Finance Analyst *	41	Classified
Senior Forensic Specialist	37	Classified
Senior Housing Coordinator *	30	Non-Classified
Senior Human Resources Analyst	41	Classified
Senior Payroll Technician *	35	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, Community Services Maintenance ³	35	Classified
Supervisor, Maintenance	35	Classified
Traffic Clerk	15	Classified
Traffic Specialist	22	Classified
Transportation Engineer Technician *	28	Classified
Warehouse Assistant	26	Classified
Warehouse Clerk *	10	Classified

* New classification

¹ New classification/title change from Code Enforcement Officer Supervisor to Code Enforcement Supervisor

² Title Change from Crew Leader Park Maintenance to Crew Leader Community Services Maintenance

³ Title Change from Supervisor, Park Maintenance to Supervisor, Community Services Maintenance

Section 5.4 - Initial Salary

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

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 - Definition of "Work Week" and "Hourly Rate"

A. All regular full-time employees covered under this MOU shall have a regularly scheduled recurring workweek of forty (40) hours unless the City Council determines 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:

$$\text{Hourly pay} = \frac{\text{Annual Salary}}{\text{2,080 hours}}$$

Section 5.7 - Date of Payroll Payments

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

All step advancements and longevity allowances shall become effective on the employee's anniversary date.

All promotions, changes in classification, and additional incentives that result in change in pay shall become effective at the start of the payroll period.

Section 5.8 - 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 that is a promotional position, it shall post a notice of such opening in the affected department at least ten (10) days before any public announcement of such employment opportunity.

C. Current City employees must be off probation to qualify for a promotional 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 the payment if the employer knows or has reason to know that the employee or tax family member does not have such alternative coverage or if the conditions in this paragraph are not otherwise satisfied.

3. Enrollment in Employee Assistance Program (EAP) (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 **twenty-five thousand dollars (\$25,000) per employee benefit** and (b) Group Accidental Death and Dismemberment Coverage in an amount per employee of no less than twenty-five thousand dollars (\$25,000) 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. The employee shall forfeit any amounts so allocated but not expended for those purposes.

Section 6.2 - Retiree Medical Insurance

A. 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 AM., 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 AM., 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
Building Inspector
City Maintenance Worker (Community Services, Airport, Building, Streets)
Code Enforcement Officer I/II
Code Enforcement Officer Supervisor
Crew Leader
Crew Leader Building Maintenance
Crew Leader Community Services Maintenance
Custodian
Equipment Mechanic I/II/III
Electrician
Heavy Equipment Operator
Housing Inspector
Master Mechanic

Senior Public Works Inspector
 Sewer Service Technician
 Skilled City Maintenance Worker
 Supervisor, Maintenance
 Supervisor, Community Services Maintenance
 Warehouse Clerk

Effective July 1, 2024, the annual allowance for Safety Shoes is set at two hundred dollars (\$200).

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 civilian, 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:

Animal Control Officer	\$5.38
Building Maintenance Worker	\$6.20
City Maintenance Worker (Community Services, Airport, Building, Streets)	\$6.20
Code Enforcement Officer I/II	\$5.38
Code Enforcement Officer Supervisor	\$5.38
Community Affairs Canine Specialist	\$5.38
Community Services Officer	\$5.38
Crew Leader	\$6.20
Crew Leader Building Maintenance	\$6.20
Crew Leader Community Services Maintenance	\$6.20
Custodian	\$6.20
Equipment Mechanic I/II/III	\$6.20
Forensics Specialist	\$5.38
Forensics Supervisor	\$5.38
Information Support Technician	\$5.38

Information Systems Analyst	\$5.38
Information Systems Specialist	\$5.38
Jailer I	\$5.38
Jailer II	\$5.38
Maintenance Worker I	\$6.20
Master Mechanic	\$6.20
Parking Enforcement Officer I/II	\$5.38
Police Records Manager	\$5.38
Police Records Supervisor	\$5.38
Police Records Technician	\$5.38
Property & Evidence Officer	\$5.38
Senior Forensic Specialist	\$5.38
Sewer Service Technician	\$6.20
Supervisor, Maintenance	\$6.20
Supervisor, Community Services Maintenance	\$6.20
Skilled City Maintenance Worker	\$6.20
Traffic Clerk	\$5.38
Traffic Specialist	\$5.38

Section 6.6 - Wellness/Fitness Incentive

The City will reimburse employees of this MOU up to a maximum of \$500 per year with proof of a paid wellness activity. Reimbursement requires prior approval from Human Resources and/or City Manager.

Examples of approved expenses to be reimbursed:

- Chiropractic Services, Acupuncture, Meditation Service, Nutritional Counseling, Personal Trainer, Gym Membership, Physical Therapy, Aerobics Class, Yoga Class, Quit Smoking Program, Purchase of a Fitness Device (i.e. Fitbit, Weights, Yoga Mat).

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 will be observed on the preceding Friday and any holiday that falls on a Sunday will be observed on the next following Monday. In the event two holidays fall on a consecutive Saturday and Sunday, the City Manager will determine what best suits City Hall closure. 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:

Holiday	Acknowledged
New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Indigenous Day (formerly Columbus Day)	Second Monday of October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Immediate Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st

A. Classified employees assigned to and under the supervision of the Chief of Police shall be scheduled to observe all holidays on the actual day on which the holiday falls, in accordance with Section 7.1, above.

Section 7.2 - Personal Holidays

A. Effective July 1, 2024, the allocation of personal holiday time per year shall be fifty-four (54) hours.

B. Full-time employees covered under this MOU will be entitled to fifty-four (54) hours of personal holiday time during the year. Any regular full-time employee hired on or after September 1 but prior to December 1 shall be entitled to twenty-seven (27) 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., an 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 3.58 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 5.12 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 6.65 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 7.2 hours per pay period.
- E. Employees with twenty (20) or more years of full-time service will accrue vacation leave at the rate of 7.75 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 who 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 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 vacation schedules 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 workweek shall accrue sick leave at the rate of 4.19 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 **fifty-five hours (55)** 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 the convalescence of a spouse or dependent. The employee's Department Head or designee must approve such leave. The employee's supervisor or designee may require verification of reasons for sick leave usage.

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 **fifty-five (55) 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 **one hundred nine (109) hours** and dividing the balance in half. The maximum cash payment shall be equivalent to **fifty-five (55) 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 one hundred fifty-two (1,152) hours of sick leave has the option of "cashing out" up to **one hundred nine (109) 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 **one hundred nine (109) hours**. The maximum cash payment shall be equivalent to **one hundred nine (109) hours** of the employee's current compensation.
- 3. Any employee who has accumulated one thousand one hundred fifty-two (1,152) hours of sick leave, will be paid for any accumulated sick leave in excess of one thousand one hundred fifty-two (1,152) hours in current

compensation. However, in no event, will an employee be allowed to cash out more than **one hundred nine (109) 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 **fifteen (15)** working days and without loss of sick leave accruals.

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.

Finance receives Personnel Action Form	=	08/01/2016
Merit Pay will be applied on the pay period of	=	08/01/2016

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 for sick leave.

B. If the circumstances require the employee to travel in excess of five hundred (500) miles, one way, to arrange to 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 (as Attachment B), 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 Skilled Maintenance Workers and City Maintenance Workers 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.

Tree Crew operations usually include the possibility of using a chain saw, stump grinder, bucket lift, and chipper. In order to qualify for the Tree Crew premium pay stipend, members of the crew would have to utilize at least two of those tools in order to receive the stipend.

- Trims and shapes trees in the City parks, streets, and parkways.
- Performs basic tree surgery.
- Fells and removes trees from City parks, streets, and parkways.
- Cultivates, sprays, fertilizes, plants, and transplants trees.
- Performs general tree maintenance work as required.
- Cables, ties, stakes, and braces trees.

- Uses axes, power saws, handsaws, and other basic trimming tools.
- Operates motorized heavy equipment.
- Maintains necessary equipment.

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. Employees assigned to perform the duties of and who are certified as "Pest Control Advisors" shall receive premium pay at the rate of forty-five dollars (\$45) per pay period while so assigned. Effective July 1, 2012, 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 the 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 that has been arranged for or approved by the Director of Human Resources and/or the City Manager, 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 construction project that 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 fees. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work.

A. [Employee must be off probation to be eligible for this benefit.](#)

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

C. 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.

D. Receipts for reimbursable items must be submitted within a reasonable period of time but no later than 120 days following the end of the course, or fiscal year, whichever comes first.

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

F. 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 Human Resources and/or the City Manager, or designee, determines that the course or courses sought to be taken are (A) not from a generally recognized school of the 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 upon their City service.

B. If the City of Hawthorne declares a state of emergency, the City Manager is authorized to extend a move-up pay assignment beyond twelve (12) months, depending on the City's needs. 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 upon 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. For 3 months in an acting position: one (1) additional point.
2. For more than 3 months and less than 6 months in an acting position: two (2) additional points.
3. For more than 6 months and less than 9 months in an acting position: three (3) additional points.
4. For more than 9 months and less than 12 months in an acting position: four (4) additional points.
5. For more than 12 months in an acting position: five (5) additional points.

D. During a City of Hawthorne declared state of emergency, the City Manager is authorized to extend an acting pay assignment beyond twelve (12) months depending on the City's needs. 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 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 of 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 to avoid the payment of overtime compensation to bargaining unit personnel, in whole or in part.

Section 11.8 - On Call Status

Effective the pay period following the City Council's 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.

"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.

The City will match an employee's contribution to deferred compensation up to twenty-five dollars (\$25) per month.

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 the 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 sixty (60) days of 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 HMEA, the City, and any employees who are represented by the HMEA to resolve applicable disputes shall utilize the following procedures.

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 grievable.
3. Disputes over matters subject to state or federal law and which are reviewable by state or federal administration agencies are not grievable. Examples include equal Employment Opportunity matters.
4. At the final stages of the grievance procedure, an attorney, the Association, or both may represent the grievant.
5. If the City fails to meet any time limit, the grievance will be automatically brought to 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 grieve-able 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 affecting a significant number of employees represented by the Association shall be commenced by informal or formal communication 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 designate thereof forwarded to the grievant within twenty-one (21) days of submitting the written grievance.

3. Third Step: Administrative Appeal

- a. A grievance unresolved by the Second Step may be continued if appealed to the Director of Human Resources, or designee, within fourteen (14) days of receipt of the final decision of the Department Head or designate thereof. If no decision was forwarded within the time period set forth in Section (C)(2)(b), the grievance may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section (C)(2)(b). The appeal shall be submitted to the Director of Human Resources, 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 Human Resources, 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 Human Resources, 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 device.
- 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 is binding. The City Manager shall notify the grievant within fourteen (14) days of receiving 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 contained in ordinances, resolutions, or other official actions that are 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

Probationary period is twelve (12) months from the start of employment. 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.

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.

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 a seniority list shall be established for each department subject to "On Call Duty" assignments to meet operational needs.

B. As soon as practicable following the City Council's 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 that are the basis of the management decision.
- C. To determine the necessity of organizing any service or activity conducted by the City and to expand or diminish services.
- D. To determine the nature, manner, means, 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 workforce 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 programs 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 selecting, training, and promoting 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 to comply 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 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 2024](#).

ARTICLE 23 - USE OF CITY FACILITY

[City Employees with a City Employee ID badge will be allowed to swim free at the City Pool during pool lap swim times.](#)

ARTICLE 24 - TERM OF AGREEMENT

This MOU shall be in full force and effect from the 1st day of [July 2024](#), up to and including the 30th day of [June 2027](#). 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.

Hawthorne Municipal Employee Association

Daniel Mills
HMEA President

HMEA Representative

Damian Stafford

City of Hawthorne

Erika Lampkin
Director of Human Resources

Vontray Norris
City Manager

EXHIBIT A
HAWTHORNE MUNICIPAL EMPLOYEE'S ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2024 to June 30, 2025

5% Salary increase over the previous Salary Schedule effective July 1, 2023

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
1	3,337	3,451	3,584	3,699	3,828	3,970	4,107	4,247	4,353	4,461	4,573	4,711	4,782
3	3,464	3,584	3,699	3,830	3,970	4,107	4,247	4,416	4,528	4,639	4,757	4,899	4,972
5	3,577	3,699	3,828	3,970	4,107	4,247	4,416	4,576	4,689	4,807	4,928	5,076	5,151
6	3,641	3,771	3,894	4,035	4,184	4,332	4,492	4,655	4,770	4,890	5,012	5,161	5,240
7	3,699	3,830	3,970	4,107	4,247	4,416	4,576	4,752	4,872	4,994	5,118	5,271	5,350
8	3,762	3,894	4,035	4,184	4,332	4,492	4,655	4,835	4,956	5,080	5,207	5,363	5,444
10	3,900	4,035	4,184	4,332	4,492	4,656	4,835	5,017	5,144	5,271	5,403	5,566	5,649
12	4,041	4,184	4,332	4,492	4,655	4,835	5,017	5,216	5,347	5,481	5,619	5,787	5,874
15	4,262	4,416	4,576	4,752	4,921	5,116	5,313	5,518	5,656	5,798	5,943	6,120	6,213
16	4,331	4,492	4,656	4,835	5,017	5,216	5,415	5,626	5,766	5,910	6,059	6,239	6,334
17	4,414	4,576	4,752	4,921	5,116	5,313	5,518	5,733	5,876	6,024	6,174	6,359	6,455
18	4,492	4,656	4,835	5,017	5,216	5,415	5,626	5,846	5,992	6,144	6,297	6,485	6,582
19	4,579	4,752	4,921	5,116	5,313	5,518	5,733	5,961	6,109	6,263	6,419	6,610	6,711
20	4,664	4,835	5,017	5,216	5,415	5,626	5,846	6,065	6,216	6,370	6,531	6,725	6,827
22	4,835	5,017	5,216	5,415	5,626	5,846	6,065	6,314	6,472	6,635	6,800	7,005	7,111
23	4,929	5,116	5,313	5,518	5,733	5,961	6,187	6,428	6,589	6,754	6,922	7,130	7,237
24	5,026	5,216	5,415	5,626	5,846	6,065	6,311	6,557	6,720	6,889	7,060	7,273	7,383
26	5,216	5,415	5,626	5,846	6,065	6,311	6,557	6,818	6,990	7,165	7,345	7,564	7,678
27	5,316	5,518	5,733	5,961	6,187	6,428	6,691	6,952	7,126	7,304	7,488	7,711	7,828
28	5,417	5,626	5,846	6,065	6,311	6,557	6,818	7,091	7,269	7,450	7,638	7,867	7,984
30	5,630	5,846	6,065	6,311	6,557	6,818	7,090	7,375	7,559	7,748	7,942	8,181	8,303
32	5,840	6,065	6,311	6,557	6,818	7,090	7,375	7,672	7,865	8,062	8,261	8,510	8,637

Continuation: Exhibit A
HMEA Monthly Salary Schedule Effective July 1, 2024 to June 30, 2025

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
33	5,954	6,187	6,428	6,691	6,952	7,227	7,519	7,829	8,023	8,226	8,430	8,684	8,814
35	6,187	6,428	6,691	6,952	7,227	7,519	7,829	8,136	8,340	8,549	8,762	9,026	9,161
37	6,437	6,691	6,952	7,227	7,519	7,829	8,136	8,469	8,682	8,899	9,120	9,394	9,536
38	6,558	6,818	7,090	7,375	7,672	7,977	8,297	8,643	8,858	9,080	9,307	9,585	9,730
40	6,818	7,090	7,375	7,672	7,977	8,297	8,643	8,996	9,221	9,452	9,688	9,980	10,128
41	6,950	7,227	7,519	7,764	8,136	8,469	8,818	9,180	9,411	9,645	9,888	10,184	10,336
43	7,232	7,519	7,829	8,136	8,469	8,818	9,180	9,566	9,803	10,050	10,299	10,609	10,769
44	7,376	7,672	7,977	8,297	8,643	8,996	9,375	9,759	10,002	10,252	10,508	10,824	10,986
45	7,523	7,829	8,136	8,469	8,818	9,180	9,566	9,956	10,207	10,463	10,724	11,046	11,212
47	7,824	8,136	8,469	8,818	9,180	9,566	9,956	10,377	10,635	10,901	11,174	11,509	11,681
49	8,136	8,469	8,818	9,180	9,566	9,956	10,377	10,805	11,073	11,351	11,635	11,984	12,163
50	8,311	8,643	8,996	9,375	9,759	10,164	10,589	11,039	11,314	11,597	11,888	12,245	12,429
51	8,476	8,818	9,179	9,566	9,956	10,377	10,805	11,261	11,544	11,831	12,126	12,490	12,678
52	8,640	8,996	9,375	9,759	10,164	10,589	11,039	11,496	11,785	12,079	12,382	12,752	12,944
53	8,818	9,180	9,566	9,956	10,377	10,805	11,261	11,733	12,028	12,327	12,637	13,016	13,212
54	9,005	9,375	9,759	10,164	10,589	11,039	11,496	11,981	12,281	12,588	12,902	13,290	13,488
55	9,189	9,566	9,956	10,377	10,805	11,261	11,733	12,231	12,536	12,850	13,170	13,566	13,768

EXHIBIT B
HAWTHORNE MUNICIPAL EMPLOYEE'S ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2025 to June 30, 2026

5% Salary increase over the previous Salary Schedule effective July 1, 2024

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
1	3,504	3,624	3,763	3,884	4,020	4,169	4,312	4,460	4,571	4,685	4,801	4,947	5,021
3	3,637	3,763	3,884	4,022	4,169	4,312	4,460	4,637	4,754	4,871	4,994	5,144	5,220
5	3,756	3,884	4,020	4,169	4,312	4,460	4,637	4,805	4,924	5,047	5,174	5,329	5,409
6	3,823	3,959	4,089	4,237	4,393	4,549	4,716	4,887	5,009	5,134	5,262	5,419	5,501
7	3,884	4,022	4,169	4,312	4,460	4,637	4,805	4,990	5,116	5,243	5,374	5,535	5,617
8	3,950	4,089	4,237	4,393	4,549	4,716	4,887	5,077	5,204	5,334	5,467	5,632	5,716
10	4,095	4,237	4,393	4,549	4,716	4,888	5,077	5,268	5,401	5,535	5,673	5,844	5,931
12	4,244	4,393	4,549	4,716	4,887	5,077	5,268	5,477	5,614	5,755	5,899	6,076	6,167
15	4,475	4,637	4,805	4,990	5,167	5,371	5,579	5,794	5,939	6,088	6,240	6,426	6,523
16	4,548	4,716	4,888	5,077	5,268	5,477	5,686	5,907	6,054	6,206	6,361	6,551	6,650
17	4,635	4,805	4,990	5,167	5,371	5,579	5,794	6,020	6,170	6,325	6,483	6,677	6,778
18	4,716	4,888	5,077	5,268	5,477	5,686	5,907	6,139	6,292	6,451	6,612	6,809	6,912
19	4,808	4,990	5,167	5,371	5,579	5,794	6,020	6,259	6,414	6,576	6,740	6,940	7,046
20	4,897	5,077	5,268	5,477	5,686	5,907	6,139	6,368	6,527	6,689	6,858	7,062	7,168
22	5,077	5,268	5,477	5,686	5,907	6,139	6,368	6,629	6,796	6,967	7,140	7,355	7,466
23	5,175	5,371	5,579	5,794	6,020	6,259	6,496	6,750	6,918	7,091	7,268	7,486	7,598
24	5,278	5,477	5,686	5,907	6,139	6,368	6,626	6,885	7,056	7,234	7,413	7,637	7,752
26	5,477	5,686	5,907	6,139	6,368	6,626	6,885	7,159	7,339	7,523	7,712	7,942	8,061
27	5,582	5,794	6,020	6,259	6,496	6,750	7,025	7,300	7,483	7,669	7,862	8,097	8,219
28	5,688	5,907	6,139	6,368	6,626	6,885	7,159	7,445	7,633	7,822	8,020	8,260	8,383
30	5,912	6,139	6,368	6,626	6,885	7,159	7,444	7,744	7,937	8,135	8,339	8,590	8,719
32	6,132	6,368	6,626	6,885	7,159	7,444	7,744	8,056	8,258	8,465	8,674	8,936	9,069

Continuation: Exhibit B
HMEA Monthly Salary Schedule Effective July 1, 2025 to June 30, 2026

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
33	6,251	6,496	6,750	7,025	7,300	7,589	7,895	8,220	8,424	8,637	8,852	9,118	9,254
35	6,496	6,750	7,025	7,300	7,589	7,895	8,220	8,543	8,757	8,977	9,200	9,477	9,619
37	6,758	7,025	7,300	7,589	7,895	8,220	8,543	8,893	9,117	9,344	9,576	9,864	10,013
38	6,886	7,159	7,444	7,744	8,056	8,376	8,712	9,075	9,301	9,534	9,773	10,065	10,217
40	7,159	7,444	7,744	8,056	8,376	8,712	9,075	9,446	9,682	9,925	10,173	10,479	10,635
41	7,297	7,589	7,895	8,152	8,543	8,893	9,259	9,639	9,882	10,128	10,382	10,693	10,853
43	7,594	7,895	8,220	8,543	8,893	9,259	9,639	10,044	10,293	10,552	10,814	11,140	11,307
44	7,745	8,056	8,376	8,712	9,075	9,446	9,844	10,247	10,502	10,765	11,034	11,366	11,535
45	7,899	8,220	8,543	8,893	9,259	9,639	10,044	10,454	10,717	10,986	11,260	11,598	11,772
47	8,215	8,543	8,893	9,259	9,639	10,044	10,454	10,896	11,167	11,446	11,733	12,085	12,265
49	8,543	8,893	9,259	9,639	10,044	10,454	10,896	11,345	11,627	11,918	12,217	12,583	12,771
50	8,726	9,075	9,446	9,844	10,247	10,672	11,119	11,591	11,879	12,177	12,483	12,857	13,050
51	8,899	9,259	9,638	10,044	10,454	10,896	11,345	11,824	12,121	12,423	12,733	13,114	13,312
52	9,072	9,446	9,844	10,247	10,672	11,119	11,591	12,071	12,374	12,683	13,001	13,390	13,592
53	9,259	9,639	10,044	10,454	10,896	11,345	11,824	12,319	12,629	12,943	13,269	13,667	13,873
54	9,455	9,844	10,247	10,672	11,119	11,591	12,071	12,580	12,895	13,218	13,548	13,954	14,163
55	9,648	10,044	10,454	10,896	11,345	11,824	12,319	12,843	13,163	13,492	13,829	14,244	14,456

EXHIBIT C
HAWTHORNE MUNICIPAL EMPLOYEE'S ASSOCIATION
MONTHLY SALARY SCHEDULE

Effective July 1, 2026 to June 30, 2027

5% Salary increase over the previous Salary Schedule effective July 1, 2025

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
1	3,679	3,805	3,951	4,078	4,221	4,377	4,527	4,683	4,800	4,919	5,041	5,194	5,272
3	3,819	3,951	4,078	4,223	4,377	4,527	4,683	4,869	4,992	5,114	5,244	5,401	5,481
5	3,944	4,078	4,221	4,377	4,527	4,683	4,869	5,045	5,170	5,300	5,433	5,596	5,679
6	4,015	4,157	4,294	4,449	4,613	4,776	4,952	5,132	5,259	5,391	5,525	5,690	5,777
7	4,078	4,223	4,377	4,527	4,683	4,869	5,045	5,239	5,371	5,506	5,642	5,811	5,898
8	4,148	4,294	4,449	4,613	4,776	4,952	5,132	5,331	5,464	5,601	5,741	5,913	6,002
10	4,299	4,449	4,613	4,776	4,952	5,133	5,331	5,531	5,671	5,811	5,957	6,137	6,228
12	4,456	4,613	4,776	4,952	5,132	5,331	5,531	5,751	5,895	6,043	6,194	6,380	6,476
15	4,699	4,869	5,045	5,239	5,426	5,640	5,858	6,083	6,236	6,392	6,552	6,748	6,850
16	4,775	4,952	5,133	5,331	5,531	5,751	5,970	6,203	6,357	6,516	6,679	6,879	6,983
17	4,867	5,045	5,239	5,426	5,640	5,858	6,083	6,321	6,478	6,641	6,807	7,011	7,117
18	4,952	5,133	5,331	5,531	5,751	5,970	6,203	6,446	6,607	6,773	6,942	7,149	7,257
19	5,048	5,239	5,426	5,640	5,858	6,083	6,321	6,572	6,735	6,905	7,077	7,287	7,398
20	5,142	5,331	5,531	5,751	5,970	6,203	6,446	6,686	6,853	7,023	7,200	7,415	7,527
22	5,331	5,531	5,751	5,970	6,203	6,446	6,686	6,961	7,136	7,315	7,497	7,723	7,839
23	5,434	5,640	5,858	6,083	6,321	6,572	6,821	7,087	7,264	7,446	7,631	7,860	7,978
24	5,542	5,751	5,970	6,203	6,446	6,686	6,957	7,229	7,409	7,595	7,784	8,019	8,139
26	5,751	5,970	6,203	6,446	6,686	6,957	7,229	7,516	7,706	7,900	8,098	8,340	8,465
27	5,861	6,083	6,321	6,572	6,821	7,087	7,376	7,665	7,857	8,052	8,255	8,502	8,630
28	5,972	6,203	6,446	6,686	6,957	7,229	7,516	7,817	8,014	8,213	8,421	8,673	8,803
30	6,207	6,446	6,686	6,957	7,229	7,516	7,816	8,131	8,334	8,542	8,756	9,019	9,154
32	6,439	6,686	6,957	7,229	7,516	7,816	8,131	8,459	8,671	8,888	9,108	9,383	9,523

Continuation: Exhibit C
HMEA Monthly Salary Schedule Effective July 1, 2026 to June 30, 2027

Range	1P	A	B	C	D	E	F	G	H	I	J	K	L
<i>Munis Equivalent</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>
33	6,564	6,821	7,087	7,376	7,665	7,968	8,290	8,631	8,845	9,069	9,295	9,574	9,717
35	6,821	7,087	7,376	7,665	7,968	8,290	8,631	8,970	9,195	9,425	9,660	9,951	10,100
37	7,096	7,376	7,665	7,968	8,290	8,631	8,970	9,337	9,572	9,811	10,055	10,357	10,514
38	7,231	7,516	7,816	8,131	8,459	8,794	9,148	9,528	9,766	10,011	10,261	10,568	10,728
40	7,516	7,816	8,131	8,459	8,794	9,148	9,528	9,919	10,166	10,421	10,681	11,003	11,166
41	7,662	7,968	8,290	8,559	8,970	9,337	9,722	10,121	10,376	10,634	10,901	11,228	11,396
43	7,974	8,290	8,631	8,970	9,337	9,722	10,121	10,546	10,808	11,080	11,355	11,697	11,873
44	8,132	8,459	8,794	9,148	9,528	9,919	10,336	10,759	11,028	11,303	11,586	11,934	12,112
45	8,294	8,631	8,970	9,337	9,722	10,121	10,546	10,977	11,253	11,536	11,823	12,178	12,361
47	8,625	8,970	9,337	9,722	10,121	10,546	10,977	11,441	11,726	12,018	12,319	12,689	12,879
49	8,970	9,337	9,722	10,121	10,546	10,977	11,441	11,912	12,208	12,514	12,828	13,212	13,410
50	9,163	9,528	9,919	10,336	10,759	11,206	11,675	12,170	12,473	12,786	13,107	13,500	13,703
51	9,344	9,722	10,120	10,546	10,977	11,441	11,912	12,416	12,727	13,044	13,369	13,770	13,977
52	9,526	9,919	10,336	10,759	11,206	11,675	12,170	12,675	12,993	13,317	13,651	14,059	14,271
53	9,722	10,121	10,546	10,977	11,441	11,912	12,416	12,935	13,261	13,591	13,932	14,350	14,566
54	9,928	10,336	10,759	11,206	11,675	12,170	12,675	13,209	13,540	13,879	14,225	14,652	14,871
55	10,130	10,546	10,977	11,441	11,912	12,416	12,935	13,485	13,821	14,167	14,520	14,957	15,179

Attachment A – Resolution 7486 Merit Pay

RESOLUTION NO. 7846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, APPROVING A NEW ARTICLE 8.1 (MERIT PAY) TO THE HAWTHORNE MUNICIPAL EMPLOYEES' MEMORANDUM OF UNDERSTANDING TO PROVIDE A MERIT PAY POLICY FOR FULL-TIME EMPLOYEES

WHEREAS, as a result of a recent CalPERS audit, it was determined that the City was found deficient in its reporting of special compensation related to Merit Pay;

WHEREAS, the City Council of the City of Hawthorne wishes to approve the "Merit Pay" policy and add Article 8.1 Merit Pay to provide Full-Time employees a merit raise based on specified eligibility requirements.

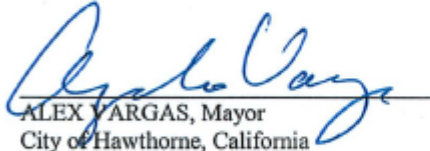
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, hereby resolves as follows:

SECTION 1. The City Council of the City of Hawthorne hereby approves adding a new Article 8.1 (Merit Pay) to the Hawthorne Municipal Employees Association Memorandum of Understanding, as contained in Exhibit A, attached and incorporated herein by this reference.

SECTION 2. New Article 8.1 (Merit Pay) providing a Merit Pay Policy shall be retroactive to January 1, 2013.

SECTION 3. This Resolution is effective immediately.

PASSED, APPROVED AND ADOPTED this 27th day of September, 2016.


ALEX VARGAS, Mayor
City of Hawthorne, California

ATTEST:


Norb Huber, City Clerk
City of Hawthorne, California

APPROVED AS TO FORM:


Russell L. Miyahira, City Attorney
City of Hawthorne, California

Resolution No. 7846

ATTACHMENT A

The employee must receive majority (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 \$200K 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, 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 re-opener to discuss needed adjustments. Employee's evaluations will be due by July 1 of every year. If an employee's annual evaluation is 90 days overdue and they are eligible for a 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).

<i>Example:</i>	Effective date of Merit Pay	= 07/01/2016
	Finance receives Personnel Action Form	= 08/01/2016
	Merit Pay will be applied on pay period of	= 08/01/2016

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


I, **Monica Dicrisci**, the duly appointed Deputy City Clerk of the City of Hawthorne, California, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 7846 was duly adopted by the City Council of the City of Hawthorne, at the regular meeting of the City Council held **September 27, 2016** and that it was adopted by the following vote, to wit:

AYES: Councilmembers Awad, Reyes English, Valentine, Mayor Vargas.

NOES: None.

ABSTAIN: None.

ABSENT: Councilmember Michelin.



Deputy City Clerk
City of Hawthorne, California

Attachment B – Resolution 5342 Jury Duty

RESOLUTION NO. 5342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWTHORNE, CALIFORNIA, PROVIDING FOR COMPENSATION FOR JURY DUTY FOR FULL-TIME CITY EMPLOYEES.

WHEREAS, jury duty is part of the obligation of citizenship; and

WHEREAS, the City Council of the City of Hawthorne, California recognizes this obligation; and

WHEREAS, recognizing this obligation, the City Council hereby establishes that all full-time City employees shall have time off from employment with pay in order to fulfill their obligations of citizenship;


NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Hawthorne, California, as follows:

SECTION 1. All full-time employees (forty [40] hours per week or more) 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.


SECTION 2. All other resolutions in conflict herewith are hereby repealed.

PASSED, APPROVED and ADOPTED this 9th day of

APRIL, 1984


GUY J. HOCKER, JR., MAYOR
City of Hawthorne, California

ATTEST:


City Clerk

APPROVED AS TO FORM:


Michael Adamson
City Attorney

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


I, PATRICK E. KELLER, City Clerk of the City of Hawthorne, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 5342 was duly adopted by the City Council of the City of Hawthorne, California, at a regular meeting of the City Council held APRIL 9, 1984, and that it was adopted by the following vote, to wit:

AYES: Councilmembers Andersen, Bookhammer, York, Mayor Hocker.

NOES: None.

ABSTAIN: None.

ABSENT: Councilwoman Ainsworth.


/S/ PATRICK E. KELLER
City Clerk, City of
Hawthorne, California