MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HAWTHORNE

AND THE

HAWTHORNE MUNICIPAL EMPLOYEES' ASSOCIATION

EFFECTIVE

JULY 1, 2015 – JUNE 30, 2020

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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 Memorandum of Understanding governing the wages, hours, terms and conditions of employment for the employees described in this bargaining unit. The wages, hours, terms and conditions of employment as contained in this agreement shall be recommended to the Hawthorne City Council and, subject to City Council approval, shall be implemented by the appropriate ordinance, resolution or other official action. Unless otherwise indicated, all provisions of this MOU are to be effective July 1, 20 15 – June 30, 20.20

ARTICLE 2 - RECOGNITION

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

ARTICLE 2.1 - UNIT MEMBERSHIP UNIT

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

ARTICLE 2.2 - USE OF CITY FACILITIES

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

ARTICLE 2.3 - AGENCY SHOP

The following Agency Shop provisions shall continue during the term of this MOU.

A. DUES/FEES

1. Each permanent employee in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the association for the term of this MOU, or a period of three (3) years from the operative date of this article,

whichever comes first. Such amounts shall be determined by the Association and implemented by the City in the first payroll period which starts 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.

2. The City and the Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.

B. RELIGIOUS EXCLUSION

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the City and the Association in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The City shall cause the amount of the dues or service fees 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. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employees.

a) Remittance of the aggregate amount of all dues, fees 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, fees and/or deductions were deducted.

2. The City shall also apply this provision to every permanent employee who, following the operative date of this Article becomes a member of this representation unit, within sixty (60) calendar days of such employment. Such deduction shall be a condition of continued employment.

3. The City will provide the Association with the name, home address, and employee number of each permanent employee.

4. The City shall provide the organization, at least monthly, a status report showing all changes in the employment status of employees in this unit which affect the applicability of the provisions of this Article to those employees.

5. Information detailed above shall be provided either in the form of a computer file or in a printed report as requested by the Association.

D. 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 unit 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 certifies to the City that it has adopted, implemented and will maintain constitutionally accepted procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put; and that those procedures are in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. V. Hudson, 106 S. CT, 1066 (1986).

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

E. The agency shop provisions herein may be rescinded in accordance with the procedures adopted by the California Public Employees Relations Board.

In the event that this Article is overturned by the employees in this representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated under a successor MOU or amendment shall have been approved.

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, etc.

ARTICLE 4 - NO DISCRIMINATION, NO HARASSMENT

Both parties to this MOU agree not to discriminate against any employee or applicant because of age, sex, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or union membership and activity. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic or religious, is required to immediately report the conduct to the City Manager, or

designee. Any employee who engages in such conduct is subject to disciplinary action, including immediate discharge.

ARTICLE 5 - COMPENSATION - REGULAR FULL TIME EMPLOYEES

Section 5.1 Monthly Salary Schedule

A. The following salary schedule shall remain effective from July 1, 20 15 – June 30, 2020 Effective July 1, 2017, the following wage schedule shall increase by 1% for all classifications.

	P	A	B	C	D	E	F	G	H	I	J	K	L
1	2798	2894	3005	3102	3210	3329	3444	3561	3650	3741	3835	3950	4010
2	2847	2947	3052	3161	3265	3383	3509	3633	3724	3817	3913	4030	4091
3	2905	3005	3102	3212	3329	3444	3561	3703	3796	3890	3988	4108	4169
4	2950	3052	3161	3265	3383	3509	3633	3766	3860	3956	4055	4177	4239
5	3000	3102	3210	3329	3444	3561	3703	3837	3932	4031	4132	4256	4320
6	3053	3161	3265	3383	3509	3633	3766	3903	4000	4100	4202	4328	4393
7	3102	3212	3329	3444	3561	3703	3837	3985	4085	4187	4291	4420	4486
8	3154	3265	3383	3509	3633	3766	3903	4054	4155	4259	4366	4497	4565
9	3216	3330	3444	3561	3703	3837	3985	4127	4231	4336	4445	4578	4647
10	3270	3383	3509	3633	3766	3904	4054	4207	4313	4420	4531	4667	4737
11	3323	3444	3561	3703	3837	3985	4127	4289	4396	4506	4618	4757	4828
12	3389	3509	3633	3766	3903	4054	4207	4374	4483	4596	4711	4852	4925
13	3441	3561	3703	3837	3985	4127	4289	4455	4566	4680	4797	4941	5015
14	3504	3633	3766	3904	4054	4207	4374	4541	4655	4771	4890	5037	5112
15	3573	3703	3837	3985	4127	4289	4455	4627	4743	4861	4983	5132	5210
16	3632	3766	3904	4054	4207	4374	4541	4718	4835	4956	5080	5232	5311
17	3701	3837	3985	4127	4289	4455	4627	4807	4927	5051	5177	5332	5413
18	3766	3904	4054	4207	4374	4541	4718	4902	5025	5151	5280	5438	5520
19	3840	3985	4127	4289	4455	4627	4807	4998	5123	5251	5382	5543	5627
20	3911	4054	4207	4374	4541	4718	4902	5085	5212	5342	5476	5640	5725
21	3979	4127	4289	4455	4627	4807	4998	5187	5317	5450	5586	5754	5840
22	4054	4207	4374	4541	4718	4902	5085	5294	5427	5563	5702	5873	5962
23	4133	4289	4455	4627	4807	4998	5187	5390	5525	5663	5804	5978	6068
24	4215	4374	4541	4718	4902	5085	5291	5498	5635	5776	5920	6099	6190
25	4292	4455	4627	4807	4998	5187	5390	5610	5750	5894	6041	6222	6316
26	4374	4541	4718	4902	5085	5291	5498	5717	5861	6008	6158	6343	6438
27	4457	4627	4807	4998	5187	5390	5610	5830	5975	6125	6278	6466	6563
28	4543	4718	4902	5085	5291	5498	5717	5946	6095	6247	6404	6596	6695
29	4628	4807	4998	5187	5390	5610	5830	6060	6211	6366	6525	6721	6822
30	4721	4902	5085	5291	5498	5717	5945	6184	6339	6497	6659	6859	6962
31	4809	4998	5187	5390	5610	5830	6060	6305	6463	6624	6789	6993	7098
32	4897	5085	5291	5498	5717	5945	6184	6434	6594	6760	6928	7136	7243

33	4992	5187	5390	5610	5830	6060	6305	6564	6728	6897	7069	7281	7390
34	5092	5291	5498	5717	5945	6184	6434	6689	6856	7028	7203	7419	7530
35	5187	5390	5610	5830	6060	6305	6564	6823	6993	7168	7348	7568	7682
36	5288	5498	5717	5945	6184	6434	6689	6957	7131	7309	7493	7718	7833
37	5397	5610	5830	6060	6305	6564	6823	7102	7280	7461	7648	7877	7996
38	5499	5717	5945	6184	6434	6689	6957	7247	7428	7614	7804	8038	8159
39	5609	5829	6060	6305	6564	6823	7102	7394	7579	7769	7963	8202	8324
40	5717	5945	6184	6434	6689	6957	7247	7544	7732	7926	8124	8368	8493
41	5828	6060	6305	6510	6823	7102	7394	7698	7891	8088	8291	8540	8667
42	5948	6184	6434	6689	6957	7247	7544	7861	8057	8259	8465	8719	8850
43	6064	6305	6564	6823	7102	7394	7698	8021	8220	8427	8637	8896	9030
44	6185	6434	6689	6957	7247	7544	7861	8183	8387	8597	8812	9076	9212
45	6308	6564	6823	7102	7394	7698	8021	8349	8558	8773	8992	9262	9401
46	6431	6689	6959	7247	7544	7861	8183	8523	8736	8954	9179	9454	9597
47	6560	6823	7102	7394	7698	8021	8349	8701	8918	9141	9369	9650	9795
48	6688	6957	7247	7544	7861	8183	8523	8879	9102	9329	9562	9849	9996
49	6823	7102	7394	7698	8021	8349	8701	9059	9285	9518	9756	10049	10199
50	6968	7247	7544	7861	8183	8523	8879	9256	9487	9725	9968	10267	10422
51	7107	7394	7697	8021	8349	8701	9059	9443	9679	9921	10168	10473	10631
52	7246	7544	7861	8183	8523	8879	9256	9640	9882	10129	10382	10693	10854
53	7394	7698	8021	8349	8701	9059	9443	9838	10085	10337	10596	10914	11078
54	7550	7861	8183	8523	8879	9256	9640	10046	10298	10555	10819	11144	11310
55	7705	8021	8349	8701	9059	9443	9838	10256	10512	10775	11044	11375	11545

Section 5.2 Classifications.

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

B. The following classifications are assigned the following salary range. In the event an employee is appointed to a temporary position, the City will compensate that employee at an hourly rate prorated on the basis of step "P" of the appropriate range.

CLASSIFICATION	SALARY RANGE	STATUS
Accountant	37	Classified
Accountant I	30	Classified
Account Clerk	17	Classified
Account Manager	47	Classified
Account Technician	22	Classified
Account Supervisor	41	Classified
Administrative Aide I	15	Classified
Administrative Aide II	17	Classified
Administrative Analyst	33	Classified
Administrative Assistant	22	Classified
Airport Office Manager	26	Classified
Animal Control Officer	22	Classified
Assistant Engineer	33	Classified
Assistant Recreation Supervisor	28	Classified
Associate Engineer	37	Classified
Building Inspector	30	Classified
Building Permit Technician	22	Classified
Business License Technician	22	Classified
Buyer	26	Classified
Cable Television Coordinator	27	Classified
Cable Television Producer	27	Classified
CDBG/Home Coordinator	26	Non-Classified
City Maintenance Worker	16	Classified
Clerk Typist	5	Classified
Code Enforcement Officer	22	Classified
Code Enforcement Officer II	37	Classified
Code Enforcement Officer Supervisor	41	Classified
Confidential Clerk	8	Classified
Construction Inspector	30	Classified
Crew Leader	26	Classified
Crew Leader Asphalt	26	Classified
Crew Leader Building Maintenance	26	Classified
Custodian	10	Classified
Deputy City Clerk	26	Classified
Electrician	20	Classified
Engineering Technician	30	Classified
Equipment Mechanic I	20	Classified
Equipment Mechanic II	24	Classified
Equipment Mechanic III	28	Classified
Executive Aide to Chief of Police	28	Classified
Executive Assistant	22	Classified
Executive Assistant to Chief of Police	35	Classified
Executive Assistant to City Manager	35	Classified
Forensics Specialist	35	Classified
Senior Forensics Specialist	37	Classified
Gang Analyst	22	Classified
Graffiti Worker	10	Classified

Heavy Equipment Operator	22	Classified
Housing Administrator	41	Non-Classified
Housing Clerk	5	Non-Classified
Housing Assistant	22	Non-Classified
Housing Inspector	30	Non-Classified
Housing Rehabilitation Specialist	35	Non-Classified
Housing Specialist (HUD)	26	Non-Classified
Human Resources Assistant	26	Classified
Human Resources Analyst	35	Classified
Human Resources Specialist	32	Classified
Information Support Technician	27	Classified
Information Systems Analyst	37	Classified
Information Systems Specialist	30	Classified
Internal Auditor	26	Classified
Jailer I	18	Classified
Jailer II	24	Classified
Jailer Supervisor	27	Classified
Legal Assistant	35	Classified
Legal Clerk	22	Classified
License-Permit Technician	22	Classified
Maintenance Worker I	16	Classified
Master Mechanic	37	Classified
Mechanic	22	Classified
NPDES – Maintenance Worker	10	Classified
Park Maintenance Worker	16	Classified
Parking Enforcement Officer I	10	Classified
Parking Enforcement Officer II	15	Classified
Payroll Assistant	22	Classified
Payroll Technician	30	Classified
Plan Check Specialist	26	Classified
Plan Check Engineer	44	Classified
Planning Analyst	37	Classified
Planning Assistant	30	Classified
Planning Associate	37	Classified
Planning Clerk	17	Classified
Police Administrative Technician	22	Classified
Police Records Technician	15	Classified
Police Records Manager	35	Classified
Police Records Supervisor	22	Classified
Police Service Officer	22	Classified
Public Works Maintenance Superintendent	45	Classified
Recreation Specialist	20	Classified
Recreation Supervisor	35	Classified
Section 8 Housing Inspector	20	Non-Classified
Senior Account Clerk	22	Classified
Senior Building Inspector	37	Classified
Senior Engineer	44	Classified
Senior Forensic Specialist	37	Classified

Senior Human Resources Analyst	41	Classified
Senior Planner	41	Classified
Senior Public Works Inspector	37	Classified
Senior Transportation Engineer	51	Classified
Sewer Service Technician	22	Classified
Skilled City Maintenance Worker	20	Classified
Supervisor, Maintenance	35	Classified
Supervisor, Park Maintenance	35	Classified
Traffic Clerk	15	Classified
Traffic Specialist	22	Classified

Section 5.3 Initial Salary.

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

Section 5.4 Regular Full Time Employees - Step Advancement

A. Advancement through these steps (P through J) shall occur at twelve month intervals. Each employee shall automatically move to the next higher step after completing twelve months unless action is taken by the City Council or the City Manager to disapprove the increase, or unless the employee's performance is substandard. For example, all employees in step letter "A" advance to step letter "B" after receiving compensation at step letter "A" for twelve (12) months.

B. Step "H" shall continue to be 2.5% higher than step "G". Step "I" shall continue to be 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" will be added which will be 1.5% higher than Step J. Advancement from Step J to the new Step K will occur for employees with 15 years or more of continuous service with the City.

D. Effective June 30, 2014, a new Step "L" will be added which will be 1.5% higher than the new Step K. Advancement from Step K to the new Step L will occur for employees with 20 or more years of continuous service with the City.

Section 5.5 Definition of "Work Week" and "Hourly Rate."

A. All regular full time employees covered under this MOU shall have a regularly scheduled recurring work week of forty (40) hours, unless the City Council shall determine otherwise, by motion, resolution, or ordinance.

B. The hourly rate of pay for all regular full time employees covered under this MOU, shall be calculated by use of the following formula:

$$\text{Hourly rate of pay} = \frac{\text{Annual Salary}}{\text{2080 Hours}}$$

Section 5.6 Date of Employment.

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

All step advancements, promotions, changes of classification and longevity allowances that result in an alteration of pay shall be effective as follows:

A. If the effective date occurs during the first five (5) days of a pay period, the increase shall be effective for the entire pay period.

B. If the effective date occurs during the second seven days (days 6 through 12) of a pay period, the increase shall be effective for one (1) week of the pay period.

C. If the effective date occurs during the last two days (days 13 and 14) of a pay period, the increase shall be effective with the following pay period.

Section 5.7 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 4-1/2 percent of the employee's base pay, prior to promotion.

B. Whenever the City intends to fill a classified bargaining unit position which is a promotional position, the City shall post a notice of such opening in the affected department at least ten (10) days before any public announcement of such employment opportunity.

ARTICLE 6 - INSURANCE BENEFITS

Section 6.1 Full Time Regular Employee Insurance Benefits.

A. The City shall continue to make the following insurance plans available to all regular full time employees.

1. **Enrollment in a medical insurance plan (required*).** The City shall pay an amount equal to employee only coverage for the plan in which the employee is enrolled. Employees enrolled in either an "Employee & 1 Dependent" or "Employee & 2+ Dependents" medical plan will be responsible for paying the remainder of the premium amount after the "Employee Only" portion has been subtracted. *Employees who elect not to enroll in a medical plan through the City will be eligible to receive an "in lieu of" amount of $400.00 per month. In order to receive the $400.00 per month premium, employees must provide proof of alternate medical coverage to the Human Resources Division.

2. **Enrollment in Managed Health Network (MHN) (required).**

3. **Enrollment in a long term disability insurance plan (LTD) (required).**

4. **Enrollment in a dental insurance plan (Optional)**

5. **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 $10,000 per employee benefit and (b) Group Accidental Death and Dismemberment Coverage in an amount per employee of no less than $10,000 per incident. The City shall be the sponsor of these plans and shall administer the enrollment of employees into the above group benefit plans. As soon as practical after the ratification of this MOU, the City shall arrange a special enrollment window for the purpose of enrolling all Full Time bargaining unit employees in the benefits provided for in this Article 6, Section 6.1.

5. **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 dependants 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 care expenses. Any amounts so allocated but not expended for those purposes shall be forfeited by the employee.

Section 6.2 Retiree Medical Insurance.

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

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

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

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

Section 6.3 Shift Differential.

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

A. Employees working eight (8) hour shifts:

If any part of a shift is scheduled after 7:00 P.M. OR before 7:00 A.M., such employee shall receive $ 10.00 per shift actually worked effective 7/1/2016.

B. Employees working other than eight (8) hour shifts:

If any part of a shift is scheduled after 7:00 P.M. OR before 6:00 A.M., such employee shall receive $10.00 per shift actually worked effective 7/1/2016.

Section 6.4 Safety Shoes.

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

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

Effective September 1, 2011, the annual allowance for Safety Shoes is set at $130.

Section 6.5 Uniform Policy – Maintenance, Equipment, and Graffiti Personnel

The City of Hawthorne shall issue a written policy governing the availability and distribution of uniforms for its maintenance, equipment, and graffiti personnel. The parties agree to monitor the policy and to meet and confer over any material changes to the policy.
When will uniform language be added to MOU – PEO, Jailers, Records, PSO, Forencis

ARTICLE 7 - BENEFITS RELATED TO TIME

Section 7.1 Fixed Holidays.

City Hall Employees – Any holiday that falls on an off Friday will be observed on the Thursday before, any holiday that falls on a Saturday or Sunday will be observed on the following Monday.

PD employees – employees observe on actual day.

C. For the period of **January 1, 2016 –, December 31, 2016** the following days shall be considered fixed holidays:

New Year's Day	Friday, January 1, 2016
Martin Luther King Day	Monday, January 18, 2016
President's Day	Monday, February 15, 2016
Cesar Chavez Day	Thursday, March 31, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Veteran's Day	Friday, November 11, 2016
Thanksgiving Day	Thursday, November 24, 2016
Day After Thanksgiving	Friday, November 25, 2016
Christmas Eve	Saturday, December 24, 2016
Christmas Day	Sunday, December 25, 2016

D. For the period of **January 1, 2017 – December 30, 2017** the following days shall be considered fixed holidays:

New Year's Day	Sunday, January 1, 2017
Martin Luther King Day	Monday, January 16, 2017
President's Day	Monday, February 20, 2017
Cesar Chavez Day	Friday, March 31, 2017
Memorial Day	Monday, May 29, 2017

Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Veteran's Day	Saturday, November 11, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day After Thanksgiving	Friday, November 24, 2017
Christmas Eve	Sunday, December 24, 2017
Christmas Day	Monday, December 25, 2017

E. For the period of **January 1, 2018 – December 30, 2018** the following days shall be considered fixed holidays:

New Year's Day	Monday, January 1, 2018
Martin Luther King Day	Monday, January 15, 2018
President's Day	Monday, February 19, 2018
Cesar Chavez Day	Saturday, March 31, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veteran's Day	Sunday, November 11, 2018
Thanksgiving Day	Thursday, November 22, 2018
Day After Thanksgiving	Friday, November 23, 2018
Christmas Eve	Monday, December 24, 2018
Christmas Day	Tuesday, December 25, 2018

D. For the period of **January 1, 2019 – December 30, 2019** the following days shall be considered fixed holidays:

New Year's Day	Tuesday, January 1, 2019
Martin Luther King Day	Monday, January 21, 2019
President's Day	Monday, February 18, 2019
Cesar Chavez Day	Sunday, March 31, 2019
Memorial Day	Monday, May 27, 2019

Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Day After Thanksgiving	Friday, November 29, 2019
Christmas Eve	Tuesday, December 24, 2019
Christmas Day	Wednesday, December 25, 2019

C. For the period of **January 1, 2020** – June **30, 2020** the following days shall be considered fixed holidays:

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Cesar Chavez Day	Tuesday, March 31, 2020
Memorial Day	Monday, May 25, 2020

D. Section 7.1 of the MOU shall be interpreted to provide that the classifications of Executive Assistant to the Chief of Police, Administrative Assistant, Executive Aide to the Chief of Police, Administrative Aide II, Gang Analyst, Police Administrative Technician, Information System Specialist, Information System Analyst, Animal Control Officer shall be, at the election of the employee, entitled to ten (10) hours of compensatory time off, cash out option or with the approval of their supervisor, shall be scheduled to receive an alternate day off within the same pay period for the holidays listed under Article 7, Section 7.1 (A), (B), and (C), which either fall on or are observed on an otherwise scheduled day off. . The employee will be entitled to "cash out" as straight time only for the City Holiday proceeding. Provided, however, that nothing in this Section D shall amend or modify the provisions or applicability of the vacation pay requirements otherwise set forth above in Section 7.1 – in the event an employee in the classifications listed above, in this Section D, actually are required to and do perform employment on holiday listed in Section 7.1, above.

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

Section 7.2 Personal Holidays.

A. All regular full-time employees shall be entitled to thirty-two (32) hours of personal holidays per year. Effective July 1, 2017, the allocation of personal holiday time per year shall be increased to forty (40) hours.

B. All regular full-time employees covered under this MOU who are hired prior to September 1 in a given year, shall be entitled to Thirty-two (32) hours of floating holiday time during said year. Any regular full-time employee hired on or after September 1, but prior to December 1, shall be entitled to sixteen (16) personal holiday hours during said year. (Effective July 1, 2017, full-time employees covered under this MOU will be entitled to Forty (40) hours of personal holiday time during said year and Twenty(20) personal holiday hours after September 1, but prior to December 1.)

C. Personal holiday hours shall be taken as time off with pay, however, you may carry over half of floating holiday time into the next calendar year..

   Personal holiday hours may be taken in increments consistent with an employee's regularly scheduled shift (i.e., employee regularly assigned to work a ten hour shift may elect to take ten 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 work day 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 compensatory time (400 hours) to "cash out" any compensatory time, preceding ~~that~~ a Fixed or City Covered Holiday; when exceeding the 400 hours maximum, of compensatory time, as provided for in Section 10.7 (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 no otherwise scheduled to work.

Section 7.4 Vacation Leave.

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

A. All regular full time employees shall accrue vacation leave at the rate of 3.08 hours per pay period through the first five years of employment.

B. At the completion of five (5) years of full time service, regular full time employees shall accrue vacation leave at the rate of 4.62 hours per pay period.

C. At the completion of eleven (11) years of full time service, regular full time employees shall accrue vacation leave at the rate of 6.15 hours per pay period.

D. At the completion of sixteen (16) years of full time service, regular full time employees shall accrue vacation at the rate of 6.7 hours per pay period.

E. Employees with (20) or more years of full time service will accrue vacation pay at the rate of 7.25 hours per pay period/40 hours, OR was on paid leave for a minimum of forty (40) hours. effective 7/1/2016.

F. Employees who have accumulated a minimum of 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 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 72 hours of accumulated vacation leave. All regular full time employees that have completed five or more years of full-time employment with the City have the option of "cashing out" up to 120 hours of accumulated vacation leave.

   Effective May 31, 2012, employees with less than 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.

   Effective August 1, 2015, cash-out of additional vacation leave accruals as set forth above shall be frozen and held in abeyance. Provided, however, that employees shall continue to accrue vacation leave, irrespective of such freeze on the payout of accrued but unused vacation pay, in accordance with the terms of this MOU. Provided, further, that any employee who is voluntarily or involuntarily separated from employment with the City shall receive, at the time of such separation, payment of all accrued but unused vacation pay then on the books. As of July 1, 2017, this paragraph – governing the freezing of additional payouts of accrued vacation leave – shall automatically sunset and be of no further force or effect.

G. Payment dates for vacation leave under the above subsection shall be made during the month of June.

H. Employees covered under this MOU shall arrange their schedule of vacations with their Department Head, Division Manager, or City Manager.

I. Should discharge or termination take place, employees are entitled to be paid for all accrued vacation.

Section 7.5 Sick Leave.

A. Accrual.

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

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

B. Usage.

1. To qualify for sick leave (AB 1522), an employee must:

*Work for at least 30 days within a year for the City and
*Satisfy a 90-day employment period before taking any sick leave

2. An employee eligible for paid sick leave shall be granted such leave for the following reasons

a. Illness or injury that has resulted in the employee's inability to perform normal duties. An employee who is unable to report to work due to illness or injury, shall notify the appropriate party, as soon as reasonably possible, of that fact and give that party a telephone number and/or address at which the employee can be reached. In addition, an employee shall notify the appropriate party of their status at least every other scheduled shift.

b. Health and dental appointments during scheduled working hours. Use of sick leave for scheduled health and dental appointments shall require prior approval of the employee's supervisor or designee, in accordance with the City's best interests.

c. Disability caused by pregnancy or childbirth.

d. Regular full-time employees may use up to forty-eight (48) hours of accrued sick leave during each calendar year as follows:

1. Scheduled leave must be approved by the employee's supervisor at least forty-eight (48) hours prior to the beginning of the shift.

2. Unscheduled leave shall be granted under this provision in the event of death of a friend or relative not covered by bereavement leave; or the injury or illness of a spouse or dependent where the employee's presence is necessary.

3. Additional paid leave may be granted, under special circumstances, when the employee's presence is necessary during convalescence of a spouse or dependent. Such leave must be approved by the employee's Department Head, or designee, and the Director of Administrative Services, or designee. Verification of reasons for sick leave usage may be required by the employee's supervisor or designee.

C. Payment of Sick Leave.

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

2. Any employee who has accumulated between 720 and 1152 hours of sick leave has the option of "cashing out" up to 96 hours of accumulated sick leave. The amount of the entitled "cash out" shall be calculated by subtracting the number of hours used during the preceding twelve months from the annual accrual amount of 96 hours. The maximum cash payment shall be equivalent to ninety-six (96) hours of the employee's current compensation

3. Any employee who has accumulated 1152 hours of sick leave, will be paid for any accumulated sick leave in excess of 1152 hours in current compensation. However, in no event, will an employee be allowed to cash out more than ninety-six (96) hours in any one year.

4. Effective August 1, 2015, the cash-out of additional sick leave accruals as set forth in Sections 7.5(C), sub-sections 1 through 3, above shall be frozen and held in abeyance. Provided, however, that employees shall continue to accrue paid leave, irrespective of such freeze on the payout of accrued but unused paid sick leave, in accordance with the terms of this MOU. Provided, further, that any employee who is voluntarily or involuntarily separated from employment with the City shall receive, at the time of such separation, payment of all accrued but unused paid sick leave they are entitled to pursuant to the terms of this MOU and/or California law. As of July 1, 2017, this paragraph – governing the freezing of additional payouts of accrued sick leave – shall automatically sunset and be of no further force or effect.

5. Payment dates for sick leave under the above subsections shall be made during the month of December, prior to Christmas Day.

6. Voluntary Quit - Sick Leave Payment.

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.

7. Retirement.

Upon retirement, those covered under this Agreement shall receive 100% payoff of unused sick leave.

8. Sick Leave Related to Industrial Injury or Illness.

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

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 8.6(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 - RETENTION PAY

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

1. Employees who have completed five (5) years of service shall receive three percent (3%) above their base pay as reflected in Section 5.1 above.

2. Employees who have completed ten (10) years of service shall receive four percent (4%) above base pay as reflected in Section 5.1 above.

3. Employees who have completed fifteen (15) years shall receive five percent (5%) above base pay as reflected in Section 5.1 above.

B. The provisions contained in this section for retention pay shall not be cumulative. For example: Total retention after fifteen (15) years of service is 5%, NOT 12%. Longevity pay shall be in addition to all other compensation and shall be automatic without prior approval by the City Council or City Manager.

C. The foregoing Retention Pay rates shall be phased in two years. Starting with the 2018-2019 Contract Year at the rate of 50% of the foregoing Retention Pay Schedule and commencing July 1, 2019, the Retention Pay set forth above shall be reached up to the 100% of the applicable Retention Pay amount for all Contract Years thereafter.

ARTICLE 9 - BEREAVEMENT LEAVE

A. In the event of death of a member of the immediate family, defined as spouse, child, step-child, mother, mother-in-law, stepmother, father, father-in-law, stepfather, grandparent, sister, brother, or registered domestic partner with the State of California. A regular full-time employee may be absent for the purpose of arranging for and attending the funeral for three (3) consecutive working days without loss of pay, and not charged to sick leave.

B. If the circumstances require the employee to travel in excess of 500 miles, one way, to arrange for and attend said funeral, two (2) additional days without loss of pay or charged to sick leave, shall be granted.

ARTICLE 10 - SPECIAL PAY PROVISIONS

Section 10.1 Special Pay Provisions.

A. Those employees classified as City Maintenance Worker and assigned to work on the Tree Crew shall receive premium pay at the rate of $45 per pay period while so assigned.

B. Those employees assigned to operate the large "gang mower" shall receive premium pay at the rate of $45 per pay period while so assigned.

C. Those employees assigned to perform the duties of, and who is certified as a "Pest Control Advisor", shall receive premium pay at the rate of $45 per pay period while so assigned. Effective July 1, 2012, those employees who have obtained a "Qualified Applicator License" or "Qualified Applicator Certificate" shall receive premium pay at the rate of $25 per pay period.

D. Those employees assigned to operate equipment that requires a Class "B" Drivers License and where operation of such equipment is not required by the employee's classification shall receive premium pay at the rate of $45 per pay period while so assigned.

Those employees assigned to perform the duties of, and who is certified as a "Backflow Prevention Device Tester", "LA County Certified Tester" shall receive premium pay at the rate of $45 per pay period while so assigned. Effective July 1, 2012, those employees recognized as an "LA County Certified Tester" and "American Backflow Prevention Association of Certified Technicians (ABPA)" shall receive additional premium pay at the rate of $25 per pay period for each certification.

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

F. A regular full-time employee who is responsible for bilingual interpretation, and whose use of this language is of significant benefit to the operations of the Department as determined by his/her Department Head, shall receive bonus pay according to the following:

1. To be eligible for this assignment bonus, an employee must have successfully passed a language proficiency test which has been arranged for or approved by the Director of Administrative Services, or designee. The test need not be written, but may test verbal skills in communication with non-English speaking persons.

2. The City shall pay each designated employee a bonus of $50 per pay period.

G. Effective January 1, 2016, the City shall issue premium pay of $100 per pay period to any and all employees who are duly certified or licensed to perform compliance review duties with regard to any land development or related project of construction which requires certification of compliance with the Americans With Disabilities Act, State Water Board NPDES/LID requirements or similar State of California statutes. The parties shall meet and confer with respect to additional premium pay which may be necessary during the term of this MOU on account of newly enacted mandates which impose additional work duties on bargaining unit personnel.

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.

Section 10.2 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 $250.00 per unit for the cost of tuition and regular application fee. In addition, each employee shall also be eligible for reimbursement for books purchased as required for reimbursable course work. For the contract year July 1, 2015, through June 30, 2016, the maximum reimbursement amount per unit shall be $100.00.This benefit is subject to the following conditions:

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

B. A minimum semester/quarter grade of:

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

C. Receipts for reimbursable items must be submitted.

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

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

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

Section 10.3 Move Up Pay

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 months. Upon conclusion of the move up assignment, an employee shall be returned to the appropriate salary range and at the step that he/she is entitled to based on their City service.

Section 10.4 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 months. Upon conclusion of the acting assignment, an employee shall be returned to the appropriate salary range and at the step that he/she is entitled to based on their City service.

B. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, the subordinate bargaining unit employee then temporarily filling the vacancy shall automatically be included within the group of individuals who test for being placed into the vacancy. Provided, however, that such subordinate employee has received a satisfactory evaluation as determined by the employee's department head or division manager:

C. In the event the existing vacancy, filled temporarily by a subordinate bargaining unit employee, is declared vacant and subject to permanent staffing through the civil service process, such employee who meets the requirements of section 10.4 (B) above shall

also be awarded, with respect to the applicable civil service process, the following additional points in consideration of his/her knowledge of the requirement attached to such vacant position per the following schedule:

1. 3 months in acting position: 1 additional point;

2. More than 3 months and less than 6 months in acting position: 2 additional points;

3. More than 6 months and less than 9 months in acting position: 3 additional points;

4. More than 9 months and less than 12 months in acting position: 4 additional points;

5. More than 12 months in acting position: 5 points.

Section 10.5 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 10.6 Call Back Pay.

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

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

Section 10.7 Overtime.

A. All overtime work shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly base rate, 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 400 hours of compensatory time.

C. Effective July 1, 2012, no weekly or daily shift schedule shall be altered r modified for the purpose, in whole or in part, of avoiding the payment of overtime compensation to bargaining unit personnel.

Section 10.8 On Call Status.

Effective July 1, 2013: (i) an employee assigned to on-call status while they are off duty shall receive "on-call pay" in the amount of $100 per week and (ii) "on-call" schedules will be established no less than six months in advance and notice of "on-call" status shall be provided to all affected employees in accordance with the six (6) month schedule.

The parties shall appoint a four (4) member Labor Management Committee ("LMC") – with equal members from HMEA and the City – to review how and under what circumstances "on-call" status is assigned to bargaining unit personnel. Further, the LMC shall, no later than March 31, 2015, provide to the City written recommendations with regard to the implementation of rules and regulations that shall, after the adoption and implementation of the same by the City, govern the assignment and distribution of "on call" status.

ARTICLE 11 - 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.

ARTICLE 12 - CalPERS

Section 12.1 CalPERS Pick-Up.

Effective September 1, 2011 the City shall pay to CalPERS an amount equal to 8% of the normal contribution as EPMC and reporting the same percent (value) of compensation earnable as additional compensation. Pursuant to the provisions under 414(h)(2) of the Internal Revenue Code the 8% contribution will be paid on a pre-tax basis.

Section 12.2 Optional Contract Provisions.

The City shall provide the following optional contract provisions:

1. Classic Members

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%@60 retirement formula (Section 21354).

2. New Members

A. Retirement benefit based on average of three (3) highest years of compensation with the City.
B. Employees hired on or after January 1, 2013 will be subject to the 2%@62 retirement formula.
C. Employer Paid Member Contribution (EPMC) will be paid by employee.

ARTICLE 13 - 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 <u>require</u> any such reinstatements.

B. Former employees requesting reinstatement <u>may</u> be considered in addition to the appropriate eligibles certified by the Director of Human Resources, or designee.

C. Reinstatement of former employees who have been separated from the City shall be governed by the Hawthorne Municipal Code.

D. A comparable classification may include a lower classification from which the employee was separated. However, the employee must possess the minimum qualifications for the job. At the discretion of the Director of Human Resources, or designee, an applicant for reinstatement may be required to demonstrate that he/she does possess such qualifications.

E. This provision may not be used to appoint an employee to a classification higher than the one from which he/she separated.

F. Former employees who are reinstated within thirty (30) calendar days or less from their separation date shall be considered not to have had a break in service and shall retain anniversary dates and receive all benefits to which they were entitled and for which they were not compensated for at the time of separation, including sick leave accrued, salary, vacation accrual rates, and floating holidays not taken prior to separation.

G. Former employees who are reinstated after more than thirty (30) calendar days from separation shall be considered new employees, except that the appointing authority may, at his/her discretion, appoint the reinstated employee up to the step that the employee had attained prior to separation.

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

ARTICLE 14 - GRIEVANCE PROCEDURE

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

A. Definition

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

B. Scope and Limitations

1. This procedure shall be used to resolve grievances for which no other methods of solutions are required by law; provided, however, that it shall not include a complaint arising from disciplinary action.

2. Disputes over matters subject to review by the Civil Service Commission are not grievable.

3. Disputes over matters which are subject to state or federal law and which are reviewable by state of federal administration agencies are not grievable. For example, Equal Employment Opportunity matters.

4. The grievant may be represented by an attorney, the Association or both, at the final stages of the grievance procedure.

5. Failure by the City to meet any time limit shall result in the grievance being automatically brought into the next level at the end of the time period. The grievant will then be required to file all appropriate grievance or appeal documents within the applicable time period.

6. Failure of the grievant to meet any time periods may, at the option of the person who is deciding the grievance, result in the grievance being denied or not considered.

7. Any level or time period may be waived by mutual written consent of both the grievant and the City.

C. Procedure

1. First Step: Informal Procedure

   a. Within fifteen (15) days of the grievable event, the grievant shall discuss the grievance with the grievant's lowest level supervisor who shall attempt to resolve the grievance.

   b. This supervisor shall respond either orally or in writing within ten (10) days of discussion.

   c. A grievance which affects a significant number of employees represented by the Association shall be commenced by informal or formal communication of said grievance to the appropriate Department Head. The Department Head or designee shall respond within ten (10) days following receipt of such communication. A grievance not resolved at this level may proceed directly to the third step within the time limits set forth in paragraph (a) thereof.

2. Second Step: Formal Procedure

   a. Except as provided in paragraph (c) of Step One, a grievance unresolved by Step One may be continued if submitted by the grievant, in writing, to

the supervisor who responded in step One within ten(10) days of the receipt of the response. If no response was communicated within the time period set forth in Section C, 1, b, the grievance may be continued as provided above, within ten (10) days after the expiration of the time period set forth in Section C, 1, b. The written grievance shall be submitted on a completed form provided by the City.

b. The formal grievance shall be processed through the Department and a written decision from the Department Head or 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 Administrative Services, 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 Administrative Services, or designee, in writing, state the reasons in support and have attached all forms, decision and notices submitted and received in the Second Step.

b. The Director of Administrative Services, or designee, or delegate thereof, shall process the appeal. The person processing the appeal may conduct a hearing at his option. A copy of the decision shall be forwarded to the grievant, Department Head and City Manager within twenty-one (21) days from the time the grievance was appealed to the Director of Administrative Services, or designee, as provided in paragraph (a) of the third step.

4. Fourth Step: Hearing Officer (Binding Arbitration)

a. A grievance unresolved by the third step may be continued to the fourth step if appealed to the City Manager within fourteen (14) days of delivery of the final decision. If no decision was forwarded within the time period set forth in Section C, 3, b, the decision may be so appealed within fourteen (14) days after the expiration of the time period set forth in Section C, 3, b.

b. Upon receipt of such appeal, the City Manager shall set a time and place for a hearing officer to hear the grievance.

c. If the City Manager and the grievant cannot agree upon a hearing officer or cannot agree to submit the matter to the California Office of Administrative Hearings, the parties shall procure a list of seven (7) qualified individuals from the State Conciliation Service. Each party shall alternately strike one name from that list until only one person remains which person shall be the hearing officer. The party who strikes the first name shall be determined by the flip of a coin or other similar devise.

d. The hearing shall be conducted according to the rules and provisions of the Administrative Procedure Act (California Government Code Section 11513) and any other rules and procedures mutually agreed upon.

e. All costs, fees and transcription expenses shall be borne equally by the grievant and City.

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

D. Appeal of Written Reprimand.

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

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

ARTICLE 15 - 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 16 - OTHER TERMS

All other terms and conditions of employment as contained in ordinances, resolutions or other

official actions not in conflict with the provisions of this agreement shall remain in full force and effect during the entire term of the agreement.

Section 16.1 – FURLOUGHS

For the initial year of this MOU – July 1, 2015, through June 30, 2016, all bargaining unit personnel shall be required to serve ninety-six (96) hours of furlough time. Effective July 1, 2016, this provision shall automatically sunset and no further furlough time shall be imposed on the bargaining unit for the remaining term of this MOU.

Section 16.2 -- 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 16.3—PROBATIONARY EMPLOYEES

Notwithstanding any provision in the City's Municipal Code, an employee's probationary employment status with the City may be terminated at any time by the department head or division manager without any right to a hearing to challenge such action. An employee's initial probationary period may be extended once and for a period of up to six 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 and extension thereof.

ARTICLE 17 - CITY RIGHTS

Section 17.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or

by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

A. To manage the City generally and to determine the issues of policy;

B. To determine the existence or nonexistence of facts which are the basis of the management decision;

C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

D. To determine the nature, manner, means and technology and extent of services to be provided to the public;

E. Methods of financing;

F. Types of equipment or technology to be used;

G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;

H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;

I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

J. To establish and modify productivity and performance program and standards;

K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;

L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause;

M. To determine job classification and to reclassify employees;

N. To hire, transfer, promote and demote employees for non-disciplinary reasons;

O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;

P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;

Q. To maintain order and efficiency in its facilities and operations;

R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;

S. To take any and all necessary action to carry out the mission of the City in emergencies.

Section 17.2 Except in emergencies, or where the City is required to make changes in its operations because of the requirements 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 18 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 18.1 It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior agreements and memorandums of agreement or memorandums 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 18.2 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 life of this MOU.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

Section 19.1 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 19.2 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 19.3 Any employee who participates in any conduct prohibited in Section 19.1 above may subject to disciplinary action up to and including discharge.

Section 19.4 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 19.1 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 20 - 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 21 - WAIVER

Section 21.1 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 21.2 The parties shall reopen any provision of this MOU for purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state of federal laws.

Section 21.3 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 2015.

ARTICLE 22 - TERM OF THE AGREEMENT

This MOU shall be in full force and effect from the 1st day of July, 2015, up to and including the 30th day of June, 2020. The parties reserve the right, upon mutual agreement, to meet and confer, in good faith, with respect to any subject or matters within the scope of representation,

during the term of this Memorandum. The parties jointly agree to recommend the provisions of this MOU to the City Council for its adoption, and, if adopted, to abide by its provisions for the term hereof.

Representing:	Representing:
THE HAWTHORNE MUNICIPAL EMPLOYEES' ASSOCIATION	THE CITY OF HAWTHORNE
Lewis N. Levy HMEA Representative	Arnold Shadbehr Interim City Manager
Connie Cooper HMEA President	David Roberts Director of Human Resources

Russell Miyahira
City Attorney