

Memorandum of Understanding  
between  
City of Hanford  
and  
Hanford Professional Firefighters Local 3898, IAFF  
Professional Firefighters Unit



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Term: July 1, 2022 - June 30, 2025

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Memorandum of Understanding concerning wages, hours and other terms and conditions of employment between the City of Hanford and the Hanford Professional Firefighters, Local 3898, IAFF effective July 1, 2022 through June 30, 2025.

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# **SECTION 1**

## **1.01 Preamble**

The following constitutes a Memorandum of Understanding (“MOU”) between the City of Hanford ("City") and the Hanford Professional Firefighters Local 3898, IAFF (“Professional Firefighters Unit”) as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment, pursuant to Government Code Section 3500 et seq., and the City's Employer-Employee Relations Policy, Hanford Personnel Rules and Regulations, Chapter 12.

## **1.02 Recognition**

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the Professional Firefighters Unit as the exclusive recognized employee organization for Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters of the City of Hanford. Unless noted otherwise, the information outlined in this Memorandum of Understanding shall apply to all represented employee classifications.

## **1.03 Purpose**

The purpose of this MOU is to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise regarding wages, hours, and other terms and conditions of employment.

## **1.04 City Rights**

- I. Nothing in this agreement shall restrict or obstruct the inherent or legal rights of the City as they relate to its general legislative process. These rights include, but are not limited to:
  - A. Determining the goals, objectives and mission of the City departments, offices, committees or commissions;
  - B. Establishing the standard of selecting City personnel;
  - C. Implementing and executing standards of continued employment with the City;
  - D. Identifying the work to be performed and allocating such work to City personnel;
  - E. Directing its personnel and administering discipline;
  - F. Relieving its personnel from duty;

- G. Undertaking all necessary actions during emergencies;
- H. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increases and benefits, or otherwise disciplining employees subject to the requirements of the MOU and the city rules and regulations;
- I. Laying-off employees; or
- J. Directing employees, including scheduling and assigning work, work hours and overtime.

### **1.05 Maintenance of Operations**

The Professional Firefighters Unit agrees, for the term of this MOU, neither the Professional Firefighters Unit, nor its agents, will cause, authorize, or engage in a strike against the City, a work stoppage, slow down, picketing or concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, or comply with a request of another labor organization or bargaining unit to engage in such activities. This is not to mean that the Professional Firefighters Unit, collectively or individually, waives any rights as to protection of personal safety as they may pertain to refusal to cross the picket line of another public employee's organization on strike, or to informational picketing by employees on their own time.

## **SECTION 2**

### **2.01 Wages and Direct Deposit**

Using seven (7) comparable agencies (Delano, Dinuba, Madera, Merced, Porterville, Tulare, and Visalia) the following increases will be provided:

Year One – Median of market placement or internal alignment (if applicable) plus 3% effective the first full pay period following ratification and formal approval by City Council.

To eliminate compaction, the position of Fire Engineer will be 10% higher than the position of Firefighter using the established salary schedule.

Year Two – Additional two percent (2%) increase effective the first full pay-period in July 2023.

Year Three – Additional four percent (4%) increase effective the first full pay-period in July 2024.

A new salary schedule has been created which encompasses a one percent (1%) difference between each range.

Conversion of monthly salaries to hourly rates shall be determined by dividing the monthly salary by 173.333 for non-shift employees. For employees assigned to a fire shift the monthly salary shall be divided by 242.666 based on a 56-hour work week.

All employees shall be subject to mandatory participation in the direct deposit of the City payroll checks. Employees shall complete a direct deposit/sign-up authorization form during their first week employed with the City of Hanford.

#### **Shift Employees – Smooth Bank Hours**

The City of Hanford Fire Department works a 48/96 work schedule for a total of 2,912 hours per year. Additionally, the City of Hanford and Hanford Firefighters Local 3898, have agreed to follow a 24 day FLSA (Fair Labor Standards Act) pay period. This encompasses all shifts to work eight (24 hour) shifts within the period. The FLSA pay period is the period given to determine overtime compensation.

In lieu of paying the Hanford Firefighters the fluctuating number of actual hours worked in a given pay period, it has been agreed by both parties that the City would pay these employees 112 hours each pay period, which is the total annual hours divided by the number of pay periods (or 2,912 hours divided by 26 pay periods). In the event that the number of pay periods is changed by the City, this method of calculating hours for the Hanford Firefighters will be changed with the discussion and the approval of both parties.

By using this method of calculating hours paid in a pay period (annual hours divided by number of pay periods), creates a discrepancy between actuals hours worked and actual hours paid. In order to satisfy the requirements of both State and Federal law governing audits, payroll,

accounting practices, and the use of public funds for a municipal government, it is necessary to include in the current MOU both the method of payment and method of addressing the discrepancy caused between actual hours worked vs. actual hours paid.

The 48/96 work schedule used by the Firefighters, within the parameters of the City's bi-weekly payroll process, results in the Firefighters working 144 hours in one pay period, 96 hours in the next pay period, and another 96 hours in the next pay period. By the fourth pay period, these employees would start the 144 hours worked again.

To adjust for the fluctuation in hours each pay period, a 'Smoothing Bank' was created in the payroll system. During the pay period when a firefighter worked 144 hours, 32 of those hours would be 'banked' and the employee would be paid 112 hours. In the following pay period, that employee would work 96 hours and 16 hours would be taken from the banked hours to pay the employee for 112 hours. The third pay period, the employee would work 96 hours and the remaining 16 hours would be taken from the banked hours to pay the employee for 112 hours. This 'Smoothing Bank', under these guidelines, should never total less than zero (0) or more than thirty-two (32) hours.

When shift changes occur in the Fire Department, a Firefighter may not go into a shift that is on the same sequence of hours they were previously on. By doing this, it changes the amounts of hours they are banking and the 'smoothing bank' may go into the negative or it may exceed the 32 hours. This may also occur when a Firefighter is moved to a 40-hour temporary schedule.

To correct the discrepancy caused in the 'Smoothing Bank' due to shift changes, it is proposed that a transfer of 'Smooth Bank' hours between Firefighters can be made. This transfer, at the request of the department, is needed after the first payroll of a shift change is completed and a Leave Balance Report or Accrual Report is provided by the Finance Office.

When a Firefighter terminates, any balance in the employee's Smooth Bank will be calculated in that employee's final termination pay. If the balance of the Smooth Bank, after any previous shift adjustments have been made, is negative, will be taken from any accumulated sick leave hours. If the Smooth Bank for that employee is over the 32 hour maximum, it will be paid out at their base rate per hour.

## **2.02 Standard Work Period**

- I. A 48/96 work schedule shall consist of the following:
  - A. A duty shift will be a period of twenty-four (24) consecutive hours, starting at 0800 one day and continuing to 0800 the next day. Every day of the year is considered a normal duty shift except Thanksgiving and Christmas as defined in Section 2.05, Holidays.
  - B. Employees work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours and have ninety-six (96) consecutive hours off.



1. A typical work schedule, where “X” represents a workday and “O” represents a day off, is as follows: XXOOOOXXOOOOXXOOOO and so on.

C. Fire shift personnel’s hourly rates of pay will be based on two thousand, nine-hundred and twelve (2,912) hours per year.

II. A 40-hour work/56-hour week shall consist of the following:

A. Five (5) consecutive eight-hour days each week. When new personnel are assigned into a 40-hour assignment an alternate work week of either Monday through Thursday or Tuesday through Friday at 10 hours per day may be agreed upon by the Fire Chief and the affected employee. The Fire Chief may assign the start and end time of these shifts to meet operational needs.

B. When shift reassignment occurs at the direction of the Fire Chief, a minimum of 72 hours of time-off shall be provided between the old shift assignment and the new shift assignment (56-hour work week). Whenever a shift transfer/reassignment is made, the employee shall receive that same minimum “actual hours worked” which would have resulted if a shift reassignment had not occurred. This shall not apply to shift bids.

C. Employees moving from a voluntary 40-hour assignment or IOD will receive a minimum of 48 hours of time-off (starting at 08:00 hours) between the assignments from a 56-hour work week to a 40-hour work week; and, from a 40-hour work week to a 56-hour work week.

D. Shift movement at the direction of the Fire Chief includes movement created by new hires, long-term interim appointments, or special work assignments.

E. Shift movement created at the employee’s request for “light-duty” or for off-duty injury/illness shall not be subject to any minimum time-off pursuant to this provision.

## **2.03 Overtime**

### **I. Administration.**

It is the policy of the City that overtime work is to be kept to the minimum consistent with protection of life, property, and the efficient operation of the departments and activities of the City and that overtime be compensated by time off wherever practicable. All work requiring any employee to work overtime must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.

A. Overtime shall start at the time an employee reaches the place where he/she is directed to report and shall continue until he/she is released, or the work is

completed whichever is the earlier.

- B. Employees called back to work from their day off, or other off duty hours shall receive overtime compensation as stated above with a one (1) hour minimum guaranteed.

## II. Compensation.

- A. Fire Captains, Fire Engineers, and Firefighters  
The applicable period for purposes of determining Fair Labor Standard Act (FLSA) overtime shall be a one-hundred and eighty-two (182) hour, twenty-four (24) day work period. Employees on the 182 hour/24 day work-period shall receive overtime compensation at the rate of one and one-half (1.5) times their “regular rate of pay” for all time actually worked in excess of 182 hours in a 24 day work period.

For all hours worked outside of the normally scheduled work period employees shall be compensated at one and one-half (1.5) times their base rate.

“Regular rate of pay” is defined as base rate plus all remuneration calculated to an hourly rate.

“Base rate” is defined as the normal hourly rate associated to the employees annual salary calculation divided by 2912.

All remuneration is defined as education incentives, longevity pay, acting pay, holiday in-lieu and bilingual pay.

- B. Battalion Chiefs assigned to a shift shall be paid overtime at one and one-half (1.5) times their base rate for any hours worked outside of their regularly scheduled shift.

“Base rate” is defined as the normal hourly rate associated to the employees annual salary calculation divided by 2912.

- C. In the event compensatory time off is used as the method of compensation for overtime, the time off will be taken within the fiscal year in which the overtime has been worked. In the event the employee is denied this provision, he/she will be compensated for such time at the applicable rate of pay. Exceptions to this procedure will be made only upon written authorization of the City Manager.

## III. Training.

- A. Employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets all of the following criteria:

1. Training is approved and required by the employee's Department Head;

2. Training is directly related to the employee's present job; and
3. The training could not be obtained during the employee's regular working hours.

## **2.04 [Reserved]**

## **2.05 Holidays**

### **I. Holiday In-Lieu Pay.**

- A. Battalion Chiefs assigned to a shift, Fire Captains, Fire Engineers, and Firefighters shall receive one-hundred and fifty-four (154) hours of pay at straight time in-lieu of any holiday time off. Two (2) payments will be made annually on pay period thirteen (13) and pay period twenty-six (26) of each year. Following the last payment made for the calendar year (pay period twenty-six), the holiday in-lieu time will be reset at zero (0). Pro-rated adjustments based on time in service will be made for employees entering or leaving fire shift work.
- B. Regular employees leaving municipal service shall be paid for accrued hours in lieu of holidays at termination. Payments for accrued hours in lieu of holidays shall be at the employee's then-current rate of pay.

## **2.06 Vacation**

### **I. Eligibility.**

Employees shall complete six (6) months of continuous service before using accrued vacation leave. Employees can volunteer to work during their vacation time but may not be forced to work during that period. Employees whose scheduled vacations are interrupted or postponed due to industrial injury shall be rescheduled after such injured employee has returned to duty. No vacation previously scheduled shall be lost due to an employee exceeding the vacation accrual during an industrial injury leave cannot work on a scheduled vacation day. Employees shall not be able to work overtime and receive vacation pay on the same day.

### **II. Special Vacations.**

Special vacation requests will be granted immediately upon request as long as (a) the request does not create overtime, and (b) the day(s) requested is/are within the same calendar year that the request is submitted.

### **III. Accrual.**

- A. Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters vacation will

accrue and be credited every two (2) weeks for continuous service performed in pay status:

1. From zero (0) through five (5) years:  
5.54 hours bi-weekly; 144 hours annually
2. From six (6) through ten (10) years:  
7.39 hours bi-weekly; 192 hours annually
3. From eleven (11) through fifteen (15) years:  
8.31 hours bi-weekly; 216 hours annually
4. Sixteen (16) or more years:  
9.23 hours bi-weekly; 240 hours annually

B. Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters assigned to an administrative schedule (40-hour work week) for more than two consecutive pay periods vacation will accrue and be credited every two (2) weeks for continuous service performed in pay status:

1. From zero (0) through five (5) years:  
3.39 hours bi-weekly; 88 hours annually
2. From six (6) through ten (10) years:  
4.62 hours bi-weekly; 120 hours annually
3. From eleven (11) through fifteen (15) years:  
5.24 hours bi-weekly; 136 hours annually
4. Sixteen (16) or more years:  
6.16 hours bi-weekly; 160 hours annually

IV. Limits of Accrual.

Accrued vacation hours may not exceed twice the employee's annual rate of accrual.

V. Compensation at Termination.

Employees leaving the City with accrued vacation leave shall be paid accrued vacation at the date of termination at the employee's hourly rate. Employees who leave employment with the City with less than six (6) months of continuous service, shall not be compensated for accrued vacation.

## **2.07 Sick Leave**

I. Definition/Approved Sick Leave Usage:

- A. Sick leave is an absence from duty which may be granted by the employer to the

employee because of an illness, injury, exposure to a contagious disease, preventative care, illness or injury of a member of the employee's immediate family requiring the employee's attendance.

- B. To attend a medical, dental, or optical appointment if such appointment cannot be scheduled outside of the employee's normal work day.
- C. To obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate documentation of the need for such services:
  - a. A temporary restraining order or restraining order;
  - b. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;
  - c. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
  - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
  - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
  - f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- D. An employee's immediate family shall consist of the employee's: Spouse or registered domestic partner, parent (including step parents), child (including step children), brother, sister, father in-law, mother in-law, brother in-law, sister in-law, aunts, uncles, employee's and spouse's grandparents, grandchildren or any person living in the same household as the employee.
- E. An employee may be granted sick leave only in case of actual illness/situation as defined above. In the event that an employee or a member of the employee's immediate family recovers from any such illness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.
- F. Sick leave shall be taken in fifteen (15) minute increments.
- G. In order to receive compensation while absent on sick leave, an employee shall provide reasonable advance notice to their supervisor of their need to use sick leave if the need is foreseeable (i.e. doctor's appointment scheduled in advance). If the need for sick leave is unforeseeable, including an illness sustained while at work, the employee shall provide notice of the need for the leave to their supervisor as soon as possible, preferably within 1 hour before the time established as the beginning of the employee's work day. In the event that an employee is incapacitated because of illness or injury to the point the employee is unable to contact his/her supervisor, the employee's designated representative (i.e. family member) shall notify the supervisor at the earliest possible moment. Failure to do so without good reason shall result in that day of absence being treated as leave of

absence without pay or cause the employee to use other available and accrued leave.

- H. If the employee is absent on sick leave for more than 1 day/shift, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
- I. Upon the oral or written request of an employee, the City shall provide paid sick days for the purposes described in previous sections. The City may request a note from a physician after an employee has been absent longer than three consecutive days or shifts (72 hours for Fire), or if evidence suggests that an employee is abusing the City's sick leave policy.

To accurately track sick leave for those who meet the requirements under Federal and State laws (Family Medical Leave Act and California Family Rights Act), the City may require a physician's certification for an employee's own serious health condition or to care for an eligible family member (parent, child, spouse, domestic partner or covered service member).

- J. Employees who are on vacation at the time of death of an immediate family member as defined above shall be entitled to substitute bereavement leave for vacation time, consistent with the existing bereavement leave policy. The total period of absence from City employment (vacation and bereavement leave) shall not be extended beyond that time initially approved for vacation, without specific Department Head approval. Unused vacation shall be retained by the affected employee in accordance with the existing vacation policy.
- K. Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.
- L. The City shall not deny an employee the right to use sick leave, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use sick leave to attend to an illness or the preventative care of a family member, or for any other reason specified in sections above.

II. Sick Leave May Not Be Used For:

- A. An employee serving their initial 90 calendar days of service to the City (unless the employee was rehired within one year of separation, or sustained a work-related injury during their initial 90 days of employment).
- B. Sick leave will not be granted to any employee absent from duty during an authorized leave of absence without pay, or any other absence from duty not authorized by the City.
- C. Sick leave shall not be used in lieu of or in addition to vacation, unless leave is

requested for an immediate death in the family or as otherwise defined in this policy.

- D. Absence for illness/medical treatments may not be charged to sick leave yet to be accumulated.

### III. Accrual, Accumulation and Separation

- A. Regular and probationary employees shall be eligible to accrue sick leave at the rate of 6.46 hours for sworn Fire Department personnel assigned to a 56 hour work week for each bi-weekly pay period.

Regular and probationary employees assigned to an administrative schedule (40-hour work week) for more than two consecutive pay-periods shall be eligible to accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period.

- B. There is no limit on the amount of sick leave which can be accumulated and carried over from year to year.
- C. Sick leave will be accrued by any employee during the first 90 calendar days of employment. However, only upon the successful completion of 90 days of employment, will the employee be entitled to utilize their accrued sick leave (does not apply to employees rehired within one year of separation).
- D. Employees granted a leave of absence with pay (including military leave or other approved leave with pay) shall accrue sick leave as indicated above.
- E. Sick leave will not be accrued by an employee absent from duty after separation from service or during an authorized leave of absence without pay.
- F. Upon retirement under Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.

### IV. Reimbursement/Reinstatement of Unused Sick Leave

- A. Employees leaving the municipal service shall forfeit all accumulated sick leave unless:
  - a. Upon retirement under the Public Employees Retirement System, qualifying individual applies unused sick leave as provided under Section 20862.8 and 20965 of the Government Code.
  - b. The individual is re-hired by the City of Hanford within one year from the date of separation. Previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days immediately and will accrue additional paid sick hours in accordance to the section above.
  - c. The employee resumes employment with the City upon release from active military duty, temporary military leave or other approved leave of absence.

### V. Abuse of Sick Leave

- A. Abuse of an employee's sick leave is defined as a claim of entitlement to sick leave

when the employee does not meet the requirements as defined in Section I. If an employee is found to be abusing or misusing their sick leave time, they will be subject to disciplinary action.

## **2.08 Catastrophic Leave**

Pursuant to the City's Catastrophic Leave Policy, regular City employees are permitted to contribute a portion of their accrued leave credit to another employee when such employee is on an approved leave of absence due to a verifiable illness or injury (personal or family leave).

## **2.09 Bereavement Leave**

Each regular employee assigned to a shift shall be granted bereavement leave with full pay not to exceed forty-eight (48 hours) or a total of ten (10) calendar days including days off in the event of death in the employee's family as defined in Section 2.07 (Sick Leave Policy). For regular employees on an administrative work schedule (40-hour work week), the equivalent of one week off shall be granted. Bereavement leave does not count against an employee's sick leave balance and is categorized as "Other Leave with Pay" for payroll purposes.

## **2.10 [Reserved]**

## **2.11 Tuition Reimbursement**

Pursuant to Administrative Regulation 1.13 regular City employees are eligible to receive tuition reimbursement up to \$1000 per fiscal year for educational purposes. The term "educational purposes" includes classes for which no college units are awarded, such as classes provided by other departments and attendance at trade shows and symposiums.

In addition to what is outlined above, regular employees can utilize tuition reimbursement for travel expenses (meals, travel, and lodging and per diem at the Federal rate).

## **2.12 [Reserved]**

## **2.13 Mileage Reimbursement**

Employees required to use their personal automobile for authorized City business may receive mileage reimbursement at the current IRS approved rate.



## **2.14 Uniform Allowance**

- I. New personnel shall be paid an initial uniform allowance equivalent to the uniform allowance in effect for a regular employee for the appropriate uniform for the first year of employment within one (1) month of the date of hire. After the first year of employment, the employee is eligible for a pro-rated uniform allowance based on the number of months remaining in the fiscal year.
- II. Regular employees shall receive a uniform allowance of \$1,200.00 per fiscal year paid the first full pay period in July. The employee shall have the responsibility of being properly uniformed and equipped.

## **2.15 Health Insurance**

### Medical

The City shall offer optional medical plans including but not limited to a PPO, EPO, and/or a high deductible plan with employee sponsored Health Savings Account (HSA), if applicable. The City shall pay towards the health care plans selected by the employee equal to sixty percent (60%) of the total premium for the City PPO plan (employee, employee +1, or family).

### Dental

The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect a dental plan.

### Vision

The City shall pay one hundred percent (100%) of the total premium cost of all regular and probationary employees who elect an employee only vision plan. The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, who elect a vision plan with dependent coverage.

## **2.16 Educational Incentive Pay**

- I. Employees (hired prior to the date the current MOU was ratified) shall continue to receive the agreed upon Education Incentive Pay structure identified below. Firefighters must have reached step "D" in their salary range to be eligible.
  - A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00.
  - B. For completion of an Associate or Bachelor Degree: \$40.00 per month.
  - C. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Firefighter 2, employees shall receive 2.5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate.

- D. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Fire/Company Officer, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction that is required by the CA Office of the State Fire Marshall (OSFM) has been met.
- E. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Chief Officer, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction that is required by the CA Office of the State Fire Marshall (OSFM) has been met.

Employees assigned to the position of Battalion Chief are only eligible for additional compensation for Chief Fire Officer certificate as their base salary already includes 2.5% for Firefighter 2 and 5% for Fire/Company Officer certificates.

- II. New employees (hired on or after the date the current MOU is ratified) shall only receive Education Incentive Pay for Fire/Company Officer at the rank of Firefighter or above, or Chief Officer at the rank of Captain or above. Employees can only receive compensation for one certificate at a time. In addition, Firefighters must have reached step “D” in their salary range to be eligible.
  - A. For completion of thirty (30) college units, fifteen of which must be in Fire Science: \$150.00.
  - B. For completion of an Associate or Bachelor Degree: \$40.00 per month.
  - C. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Firefighter 2, employees shall receive 2.5% of base salary per month payable with the normal payroll effective the first full pay period after the City receives the certificate.
  - D. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Fire/Company Officer, employees shall receive 5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction that is required by the CA Office of the State Fire Marshall (OSFM) has been met.
  - E. Upon successful completion of the didactic portion of the CA Office of the State Fire Marshall (OSFM), State Fire Training (SFT) for Chief Officer, employees shall receive 7.5% of base salary per month payable with the normal payroll effective the first full pay period after the Fire Chief or his designee has confirmed completion of all education and instruction that is required by the CA Office of the State Fire Marshall (OSFM) has been met.

## **2.17 Retirement**

For employees hired before January 1, 2013, the City shall maintain in effect the 3% @ 55 CalPERS Retirement Program. Employees hired on or after January 1, 2013 (who do not meet the definition of a CalPERS “Classic” employee) will be covered in the 2.7% @ 57 CalPERS Retirement Program. Effective the first full pay period in January 2012, employees will pay one hundred percent (100%) of the employee’s share of retirement contributions.

## **2.18 Acting Pay**

Employees who have successfully completed the appropriate Position Task Book (PTB) or current qualifications may act out of classification.

The City shall provide “Acting” status pay differential of \$30.00 per shift for the rank of Acting Engineer, \$40.00 per shift for the rank of Acting Captain, \$50.00 per shift for Acting Battalion Chief and \$60.00 per shift for Acting Chief.

If the assignment is to a vacant position currently being recruited for, hours worked shall not exceed 960 hours in a fiscal year in compliance with Government Code 20480.

All positions above the rank of firefighter are eligible to be covered with an acting classification. To be considered for acting capacity, personnel shall successfully complete their probation in their current position. Personnel will only be allowed to act up into the next rank above their current rank classification.

To be eligible to act up, personnel shall successfully complete the department Position Task Book for the position they will be acting in within 18 months of promotion. The PTB only needs to be completed and confirmed by the Training Chief for eligibility. State Fire Training certification is not necessary to be eligible for acting. All Chief Officers are eligible to act in the capacity of Fire Chief.

## **2.19 Dues Deduction**

It is mutually agreed that the City will, during the term of this MOU, deduct without charge, dues from the pay of those employees who individually provide written authorization for such dues in an amount certified to be current and correct by the President of the Professional Firefighters Unit. There shall be no more than one deduction per pay period and the total of such deductions shall be remitted by the City to the Professional Firefighters Unit accompanied by a list of said dues payers. “Dues” in this context means any deduction voluntarily authorized by a Union member City employee.

## **2.20 Bilingual Pay**

The City agrees to compensate eligible employees for utilization of their bilingual skills as determined by the City pursuant to Administrative Regulation 1.12. Eligible employees shall receive a five percent (5%) stipend for the use of their bilingual skills.

## **2.21 Administrative Pay**

Qualified personnel may be temporarily assigned to a 40-hour work week. Those assigned to a 40-hour work week shall receive an additional 7.5% increase to their annual base salary to compensate them for the loss of possible FLSA pay. Their new 40-hour base hourly rate shall be calculated by taking their current base rate x 2,912 hours, multiplying that annual amount by 1.075, and dividing by 2080, converting their 56 hour a week base rate to a 40 hour a week base rate which includes a 7.5% raise.

Individuals performing in a temporary or permanent 40-hour assignment shall not negatively impact the bargaining units' available time off (i.e., vacation, holidays, schooling/training). All employees shall be given a minimum of two weeks' advance notice when moving from one shift to another.

## **2.22 Meal Contribution**

Employees are required by the City, as a condition of employment to contribute financially to meals in the Fire Station at a charge equal to the value to the meal irrespective of whether the employee chooses to eat the meal. Employees shall be solely responsible for any financial or tax liability regarding this provision. Accordingly, the City shall be held harmless from any such liability. The City also shall not be responsible for maintaining any records or providing administration regarding this provision.

## **2.23-2.37 [Reserved]**

## **2.38 Jury Duty**

Employees required to report to jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than mileage or subsistence allowance within thirty (30) days from the termination of his/her jury duty service.

## **2.39-2.45 [Reserved]**

## **2.46 Pregnancy Leave**

The City provides pregnancy disability leave consistent with state law.

## **2.47-2.59 [Reserved]**

## **2.60 Immunizations**

The City will provide the immunization series for hepatitis "B" and tuberculosis testing to all employees.

## **2.61 Deferred Compensation**

Employees covered in this agreement are eligible to receive matched employer contributions for deferred compensation up to \$75.00 per pay period.

## **2.62 Class Attendance**

- I. With the approval of the Chief Officer, employees may attend local educational courses provided their response posture is maintained. All other classes attended shall be approved by the Fire Chief and shall not reduce the maximum daily staffing by more than one person.
- II. The department shall maintain a policy related to class attendance while on-duty.

## **2.63 State Disability Leave and Paid Family Leave**

State disability insurance and paid family leave are provided to all employees within this unit at the employees cost. State disability payments may be available to employees who cannot work due to sickness or injury not job related. State disability payments shall be integrated with sick leave balances. To the extent that accumulated sick leave or vacation leave is available, the employee will continue to receive a regular payroll check. State disability insurance payments received by the employee from the State shall be turned in to the City upon receipt by the employee. When such checks are received by the City, that portion of the sick leave or vacation leave used, equivalent to the dollars received from the State, shall be reimbursed to the employees' balances. At such time that the employee no longer has balances to reimburse, the employee is no longer required to submit the state disability payment to the City.

## **2.64 Family and Medical Leave Act**

The City provides family and medical leaves of absence consistent with state and/or federal law.

## **2.65 Survivor Death Benefit**

The City shall use the Indexed Level of Survivor Death Benefits in accordance with State law and CalPERS rules and regulations.

## **2.66 Per Diem**

The City shall pay per diem at the current IRS approved rate when overnight travel is required. The daily commuter allowance shall be \$10.00 per day. The per diem for travel day shall be paid at the current IRS approved rates. No food receipts will be required for the per diem or commuter allowance.

Travel reimbursements to employees will occur within forty-five (45) days of the completed claim being submitted to the Finance Department.

A City issued CAL CARD Credit Card is issued to the Fire Chief for department use in order to arrange travel arrangements.

## **2.67 Residency Requirement**

There shall be no residency requirement for employees caused by this Memorandum of Understanding.

## **2.68 Shift Trades**

Pursuant to Article 12 of the Hanford Fire Department Rules, Regulations and General Order, the City will allow parties involved in the trade to utilize standard operating procedures.

## **2.69 Linen Replacement**

Employees shall furnish their own linen including pillow, pillowcase, top and bottom sheets, bath towel and washcloth. The City shall furnish a mattress pad, a blanket, and a bedspread for each bed.

## **2.70 Smoking Policy**

Any person hired by the City of Hanford after January 1, 1987, to provide fire suppression/prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco either on or off duty during his or her tenure of employment.

## **2.71 Substance Abuse Policy**

The Professional Firefighters Unit shall be governed by the City's Substance Abuse Policy.

## **2.72 Longevity Pay**

Upon completion of ten (10) consecutive years of active service with the City of Hanford, employees shall receive an additional five percent (5%) above their base wage in recognition of longevity pay. Active service shall be defined as an employee who is in a continued pay status and an employee who is on approved leave (including paid or unpaid military leave). Time off for discipline leave shall not be time counted towards longevity, but such leave shall not constitute as a break in active service as it relates to longevity.

## **2.73 Management Leave**

The City shall provide a Management Leave Plan. Management Leave will be provided to the position of Battalion Chief assigned to an administrative position only (40-hour work week) who shall serve in the assignment for a minimum of ten (10) months of the calendar year.

Effective PP001 Battalion Chief assigned to an administrative position shall receive 64 hours of Management Leave. It is preferred that Management Leave be used as time off. An employee may also cash out their Management Leave or convert their pay out to deferred compensation by completing the required form and returning it to the Human Resources office in advance of the payroll deadline. Any Management Leave hours not taken by PP025 will be cashed out in PP026. Under no circumstances shall available Management Leave hours be carried over to a new calendar year.

Eligible employees who are hired throughout the year will receive a pro-rated amount of Management Leave hours and shall follow the Management Leave Plan as noted in the paragraph above.

Eligible employees who leave the City of Hanford with Management Leave hours available will be cashed out their balance in their final paycheck.

Effective upon agreement approved by City Council in 2022, Fire Captains and Battalion Chiefs assigned to shift will no longer receive Management Leave. Battalion Chiefs moving from an administrative position to a shift schedule shall be provided their Management Leave balance.

## **2.74 Life Insurance**

Effective January 1, 2023, the City will pay the premium of a group life insurance policy (amount to be determined). The City also provides employees an option to purchase additional life insurance at the employee's expense.



## SECTION 3

### 3.01 Disciplinary Action

Notwithstanding any provision in existing City or Department Policy, and notwithstanding any provision in previously negotiated Memoranda of Understanding, employees covered under this MOU shall have all rights afforded firefighters in sections 3250-3262 of the California Government Code, including but not limited to the right to an administrative appeal from any “punitive action,” as that term is defined in Government Code section 3251(c). It is further agreed that Local 3898 and the City agree to meet and confer in good faith to finalize administrative appeal procedures consistent with the requirements of Government Code section 3254 within three months of the execution of this document.

The City shall ensure protection for any member that comes forward regarding an issue that arises from a legally protected claim that may rise to the level of internal/external investigation.

- I. Definition - As used, “disciplinary action” shall mean reduction in salary, demotion, suspension or discharge.
- II. This Section shall not apply to reductions in force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.
- III. Causes for Disciplinary Action.

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- A. Fraud in securing appointment;
- B. Neglect of duty;
- C. Insubordination;
- D. Dishonesty;
- E. Intoxication or under the influence of alcohol while on duty;
- F. Possession, distribution, sale or use, or being under the influence of illegal drugs while on duty;
- G. Absence without leave;
- H. Conviction of a felony or conviction of a misdemeanor;
- I. Immorality;
- J. Discourteous treatment of the public or other employees;

- K. Improper political activity as defined by California Law;
- L. Willful violation of safety, endangering property and persons;
- M. Misuse of City property;
- N. Inefficiency or incompetency;
- O. Violation of any of the provisions of these working Rules and Regulations, or departmental rules and regulations;
- P. Other failure of good behavior either during or outside of duty hours which is of such a nature that causes discredit to the City; and
- Q. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with City employment;

IV. Persons by Whom Disciplinary Action May be Taken.

An Employee's Department Head or other person designated by the City Manager may take disciplinary action against an employee as specified in this Section.

V. Notice of Proposed Disciplinary Action – Regular Employees.

Written notice of the proposed discipline to be imposed shall be served on a regular employee personally or sent to his/her address of record by Certified Mail not less than ten (10) calendar days prior to the date of the proposed action. If served by Certified Mail, such notice shall be effective and constitute receipt by the employee upon deposit in the United States Post Office. Such Formal notice shall include:

- A. A statement of the nature of the disciplinary action;
- B. The effective date of the proposed action;
- C. A statement of the causes therefore;
- D. A statement in ordinary and concise language of the act or omissions upon which the causes are based;
- E. A copy of the materials upon which the disciplinary action is based;
- F. A statement informing the employee of his/her right to appeal the decision as provides in this section.

VI. Right to Respond – Regular Employees.

Any regular employee shall have the right to respond, either orally or in writing, to the authority imposing disciplinary action and have the response considered prior to the

discipline being imposed. Unless otherwise specified in writing by the authority proposing discipline, such a response must be made within ten (10) calendar days after receipt of the written notice of the proposed disciplinary action. Failure to respond within such period constitutes a waiver of the right to respond. However, failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in this Section. After reviewing the employee's response, if any, the authority imposing discipline shall formally notify the employee in writing of his decision to dismiss, modify or impose the proposed discipline.

VII. Right of Appeal – Regular Employees.

Any regular employee shall have the right of appeal from any disciplinary action under this Section. Such appeal must be filed in writing with the City Manager within ten (10) calendar days of the date of service of notice of disciplinary action. Failure to file an appeal within such period constitutes a waiver of right of appeal.

VIII. Hearing – Regular Employees.

If the employee or his representative chooses to exercise his right to appeal as stated in section 4.01 (VII), the following will apply:

A. Hearing Officer Selection.

The employee (or his/her representative) and the City, within ten (10) calendar days of the appeal, shall jointly pick a Hearing Officer to hear the appeal. If the parties are unable to agree on a Hearing Officer within this timeframe, the employee (or his/her representative) and the City shall, jointly request a list of names of five (5) neutrals from the California State Mediation and Conciliation Service. Within five (5) calendar days after receiving the list of neutrals, the employee (or his/her representative) and the City shall select a Hearing Officer from that list by alternately striking names from the list. The first option to strike shall be determined by lot.

B. Cost of Hearing.

The cost of the services of the Hearing Officer shall be borne by the losing party. In the event the Hearing Officer makes a compromise decision, he/she shall determine the costs to be borne by each party based on the relative merit of their respective cases.

C. Schedule of Hearing.

The Hearing shall, when practicable, be held within twenty (20) calendar days of the selection of the Hearing Officer.

D. Continuance of Hearing.

The Hearing Officer may continue the hearing either for the convenience of the City or upon written application of the appellant, for a reasonable period from the receipt of the request for extension. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided to the appellant.

- E. Conduct of Hearing.
1. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code, and the parties must submit all proper and competent evidence in support of their position to the hearing officer. The Hearing Officer shall determine the need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with State Law and the provisions of this section.
  2. The hearing shall be closed to the public, except to necessary parties, unless the appellant or employee organization on the appellant's behalf requests in writing, that the hearing be open to the general public and such a request is granted by the hearing officer. All witnesses, except the appellant and necessary parties, shall be excluded from the open hearing process.

- F. Advisory Findings.
- The findings of the Hearing Officer shall be rendered within fifteen (15) calendar days of the hearing, or within a reasonable time thereafter, and shall be advisory only to the City Manager. In the event that the discipline was initially imposed by the City Manager, the hearing officer's findings shall be advisory, instead, to the City Council, which shall make the final decision. Nothing in these rules shall be construed as to bind the City, City Manager, or City Council to any findings of the neutral Hearing Officer.

IX. Decisions – Regular Employees.

- A. City Manager.
- The City Manager shall render a written decision within ten (10) calendar days after receiving the advisory findings of the Hearing Officer. The City Manager's decision shall be final and conclusive. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the City Manager, the employee may be compensated, in whole or in part, for the time lost as determined by the City Manager.
- B. City Council.
- In the event the discipline was initially imposed by the City Manager, the City Council shall consider the advisory findings of the Hearing Officer and shall render a final and conclusive decision within fifteen (15) calendar days of the receipt of the Hearing Officer's advisory decision. If the disciplinary action taken against the employee is reversed or modified by the City Council, the employee may be compensated, in whole or in part, for any time lost as determined by the City Council.

X. Representation.

The employee may appear in person at the hearing or be represented by counselor another representative. Any City employee other than those appointed to management and

confidential classifications, shall be permitted to represent another City employee or group of City employees at an appeal hearing.

XI. Failure of Employee to Appear at Hearing.

Failure of the employee or representative to appear at the hearing shall be deemed a withdrawal of his/her appeal and the action of the City Manager or Department Head shall be final.

XII. Notice to Witnesses.

The City Manager shall issue subpoenas for witnesses of the employee upon his/her written request and at the employee's cost consistent with the requirements of Government Code sections 11450.05 *et seq.* The City Manager may require such cost to be prepaid and the same shall be limited to the fee and mileage of witnesses as set forth in Government Code section 11450.40.

XIII. Effective of Certain Disciplinary Actions.

A. Disciplinary Probation.

Employees placed on disciplinary probation shall not accrue vacation, sick leave, or earned time for salary review while on such probation.

B. Suspension.

Employees suspended from the municipal service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.

C. Discharge.

Employees terminated pursuant to this Section shall be paid salary, vacation, or paid days in lieu of holidays accumulated to the effective date of termination.

XIV. Releasing of Information.

The City will comply with state laws regarding public disclosure of disciplinary personnel actions. With respect to release of information regarding disciplinary personnel actions to the news media, no information will be released without prior approval of the City Manager.

XV. Actions Not Subject to Section 4.01.

A. Oral Reprimand.

Employees receiving an oral reprimand may have it noted in their departmental record by the Department Head. Oral reprimands are not subject to appeal.

B. Written Reprimand.

1. Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent record for future reference. Each

employee's permanent record is his/her personnel jacket kept in the Personnel Office.

2. Employees who receive written reprimands may attach written responses or rebuttals to the reprimand which shall also become part of the employee's official personnel file. Written reprimands are not subject to appeal.

## SECTION 4

### 4.01 Grievance Procedures

The entire grievance procedure is listed in this document for convenience. The City does not waive any rights by listing.

#### I. Purpose of Section.

Grievance procedures for employees are provided herein to:

- A. Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations;
- B. Afford employees individually or through a qualified employee organization a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions;
- C. Provide that grievances shall be settled as near as possible to the point of origin; and
- D. Provide that grievances shall be heard and settled as informally as possible.

#### II. Definition and Matters Subject to Grievance Procedures.

- A. A Grievance is Defined as Follows:  
An alleged violation or improper application of the City or departmental rules and regulations and/or the current MOU, filed by one or more employees.
- B. Matters Subject to Grievance Procedures.  
Any City employee shall have the right to present a grievance concerning improper application of City or departmental rules, regulations, and/or current MOU for which appeal is not provided or is not prohibited under Chapter 10 of the City of Hanford Personnel Rules and Regulations.

#### III. Informal Grievance Procedure.

- A. An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor no later than twenty (20) days after the employee knew or should have known of the occurrence of the incident which gave rise to the grievance. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.
- B. If the employee is not in agreement with the decision reached through such

discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

IV. Formal Grievance Procedure.

Formal grievance procedure after exhaustion of the informal grievance procedure shall proceed as follows:

- A. Department Review.  
The grievance shall be presented in writing to the employee's Department Head who shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The Department Head shall render his/her decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance in writing to the City Manager. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.
- B. City Manager Review.
  - 1. Upon receiving the grievance, the City Manager or his/her designated representative shall discuss the grievance with the employee, and the employee's representative, if any, and with all other appropriate persons. The City Manager may designate a fact-finding committee or an officer not in the normal line of supervision to advise him/her concerning the grievance.
  - 2. The City Manager shall render a decision in writing to the employee within twenty (20) calendar days after receiving the grievance. The decision of the City Manager shall be final.

V. Conduct of Grievance Procedure.

- A. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
- B. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review.
- C. Employees shall be free from reprisal for using the grievance procedure.
- D. While employees are not discouraged from using the grievance procedure, attempts to resolve grievances at the informal stage is essential if the stated purpose of the procedure is to be met. Therefore, failure to follow the provisions as set



forth in Section 4.01 (III) prior to advancing to the formal stage in 4.01 (IV) shall constitute grounds for the official rejection of the grievance.

## SECTION 5

### 5.01 Layoff Procedures

I. An employee may be separated from employment (laid off) under this section by the Personnel Officer for the following reasons: a shortage of work, lack of funds, material change in duties or organization, in the interest of economy, to reduce the staff of any City function, or the return of another City employee occupying the same position from a leave of absence. The order of separation due to a lay-off shall be based upon class, type of appointment and seniority.

#### II. Seniority List.

The Personnel Officer shall establish seniority lists based on employee length of service. Such lists shall be established on a departmental basis.

#### III. Seniority Score Computation.

A. Total seniority credits shall be counted from the initial date of hire under any type of appointment, as long as there has been no break in service; otherwise total seniority credits shall be counted from the first day of employment following the last break in service. Prior lay-off does not constitute a break in service.

B. One point of seniority credit shall be counted for each qualifying month of service. For other than full-time employment, 160 hours worked shall be equivalent to one month of service and seniority credit shall be given upon the completion of each 160 hours worked.

C. Authorized leave of absences without pay shall not be considered breaks in service, but shall not count toward seniority credit.

D. No matter what the class, the service credits will be calculated the same. There will be no preference for special classes.

E. When two or more employees have the same total seniority score, the tie shall be broken and preference given: first to the employee with the greatest seniority in the class in which lay-off is being made, then the employee with the greatest seniority in the department of lay-off, finally the employee whose name is drawn by lot by the Personnel Officer.

#### IV. Order of Separation.

A. Separation (lay-off) of employees shall be in the order in which their names appear on the seniority list for the affected class, with those persons having the least seniority credit being the first separated, except as provided in 5.01(IV)(C).

B. Employees in the same class shall be separated during a reduction in force (lay-

off) according to the type of appointment under which they serve, in the following sequence: First part-time, then probationary, and finally permanent.

- C. The lay-off of employees in grant funded positions shall be guided by pertinent regulations set forth in the grant contract. If a grant does not provide guidelines for lay-off, then the lay-off of employees occupying all grant funded positions shall be determined by the availability of the grant funds, except that such employees may be displaced by qualified probationary or permanent employees in the same department who are scheduled for lay-off and who have a greater number of seniority credits.

V. Voluntary Demotion in Lieu of Lay-off.

An employee scheduled to be laid off may voluntarily demote to a lower class when the lower class has similar duties, responsibilities and requirements as designated by the Personnel Officer, providing the total seniority credits of the demoting employee exceed the total seniority credits of the employee in the lower class. Employees may also demote to any previously held position wherein their performance had been judged to be satisfactory, so long as their seniority credit exceeds that of the person occupying that position. To be considered for voluntary demotion in lieu of lay-off, an employee must notify the Personnel Officer in writing of this election no later than seven calendar days after receiving notice of lay-off.

VI. Re-Employment Lists - By Class.

The Personnel Officer shall establish a re-employment list, which will be valid for two (2) years from the date of employee lay-off and shall pertain to each class in which a lay-off occurs. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from that class. Names shall be placed on the re-employment list in the order of total seniority, with the highest seniority being first on the list. Any remaining benefits at the time of lay-off shall be restored upon rehire.

VII. Department Re-Employment Lists.

A re-employment list shall be established for each department in which a lay-off occurs. Such lists shall be prepared in accordance to the procedures set forth in 5.01(VI). Appointment shall be made from the highest available eligible on the department re-employment list, who has expressed a willingness to accept re-employment. An employee's name shall be removed from the re-employment list if said employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer or, failing to report for work after acceptance.

VIII. City Re-Employment List.

A re-employment list shall also be established on a city-wide basis. In the absence of a department re-employment list, the city-wide list shall be used to fill vacancies under these procedures. Individual names shall be removed from the City list if such individual rejects or fails to reply to an offer for re-employment within ten (10) calendar days after receipt

of the offer or to report for work after acceptance. Employees appointed from a City re-employment list may be required to serve a new probationary period. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.

IX. Lay-Off of Probationary Appointments as a Result of Promotion.

If an employee with permanent status is promoted and a lay-off occurs during the probationary period and such employee is scheduled to be laid off, the employee shall be entitled to return to the former position. If a lay-off occurs in the position (class) to which the employee returned, the procedures established in this Section shall apply and shall be followed.

## **SECTION 6**

### **6.01 Conclusiveness**

- I. Unless otherwise stated, the provisions expressly stated in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the Professional Firefighters Unit and the City in a written and signed amendment to this agreement.
- II. The Professional Firefighters Unit and the City agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation.
- III. Therefore, during the term of this agreement, neither the City nor the Professional Firefighters Unit shall be obligated to meet and confer on any matter:
  - A. Whether or not specifically referred to in this MOU;
  - B. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; or
  - C. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. However, in order to meet an emergent situation, the City may change a written policy affecting wages, hours and other terms and conditions of employment which is not specifically set forth in this MOU. The City shall notify the Professional Firefighters Unit of its intention to do so. If the Professional Firefighters Unit does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume that the Professional Firefighters Unit does not wish to meet and confer on the change in policy. In an emergency, the City retains the right to take such action immediately. The Professional Firefighters Unit will be offered the opportunity to meet and confer as soon as practicable.

### **6.02 Accumulation/Vesting**

The City and the Professional Firefighters Unit agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee right or privilege beyond the termination date of this MOU.

### **6.03 Savings Clause**

If any article or section of this MOU or any addendum thereto shall be held to be invalid, such section or provision shall be immediately suspended and be of no force or effect. The parties shall meet and confer immediately thereafter for the purpose of arriving at a mutually satisfactory replacement for such section or provision. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions unless those remaining portions were contingent upon the

operations of the invalidated section.

#### **6.04 Non Discrimination**

Both the City and the Professional Firefighters Unit agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, creed, color, national origin, ancestry, pregnancy, marital status, disability/handicap, medical condition, or sexual orientation. Neither the City nor the Professional Firefighters Unit shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful activity.

#### **6.05 Term of Memorandum**

Except where otherwise specifically stated, the provisions of this MOU shall be effective for the period of July 1, 2022, to June 30, 2025.

The provisions of this MOU shall not, however, take effect until ratified by both the City Council and the general membership of the Professional Firefighters Unit.

#### **6.06 Reopener**

If at any time during this MOU, it becomes apparent that demonstrable impacts of the new Shift Employees – Smooth Bank Hours language as outlined in Section 2.01 or Acting Pay procedures as outlined in Section 2.18 are not in the best interest of the City, or Professional Firefighters Unit, both parties agree to meet and confer at the earliest time possible in an effort to reach concurrences for an equitable and reasonable resolution.

Agreed upon July 12, 2022

**For the City:**

\_\_\_\_\_/s/  
Che Johnson  
Partner – Liebert Cassidy Whitmore

\_\_\_\_\_/s/  
Chris Tavarez  
Finance Director

\_\_\_\_\_/s/  
Sarah Cardoza  
HR Manager

\_\_\_\_\_/s/  
Steve Pendergrass  
Fire Chief

**For Hanford Firefighters Local 3898, HPFF:**

\_\_\_\_\_/s/  
Michael Pugh  
Labor Relations Consultant - Mastagni Holstedt APC

\_\_\_\_\_/s/  
Dustin Costa  
President