

Memorandum of Understanding
between
City of Hanford
and
Hanford Police Officers Association



Last Revised: 07/27/2022

Term: July 1, 2022 - 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 Police Officers Association (“HPOA”) as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment and the City Council action pursuant to Government Code Section 3500 et. seq. and the City's Employer - Employee Relations Policy Chapter 12, Hanford Personnel Rules and Regulations.

1.02 Recognition

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the HPOA as the recognized employee organization for Sworn Police Officers, Corporals, Sergeants, non-sworn Police Cadets, Lieutenants and Captains.

1.03 Purpose

It is the purpose of this MOU 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 misunderstanding or difference which may arise regarding wages, hours and other terms and conditions of employment.

1.04 City Rights

Notwithstanding any provision of this agreement, nothing contained herein 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’s departments, offices, committees or commissions;
- B. Establishing standards 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. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of this MOU and City rules and regulations;
- I. Layoff employees pursuant to the city rules and regulations;
- J. Subject to the provisions of the Meyers-Millias-Brown Act the City reserves the right to direct employees, including scheduling and assigning work, work hours and overtime.

1.05 Maintenance of Operations

For the term of this MOU neither the HPOA nor any person acting in its behalf, will cause, authorize, engage in, nor will any of the members of the HPOA take part 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, including compliance with the request of other labor organizations or bargaining units to engage in such activities. This is not to mean that the HPOA or HPOA members are waiving any rights as to protection of personal safety as they may pertain to refusal to cross the picket lines of another public employee organization on strike, or to informational picketing by employees on their own time.

SECTION 2

2.01 Wages

Using five comparable agencies (Delano, Dinuba, Merced, Tulare, and Visalia) the following increases will be provided:

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

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

Year Three – Additional two percent (2%) increase effective the first full pay-period in July 2024.

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

2.02 Standard Work Period

I. Traditional Schedule

The average regular workweek for affected employees shall be 40 hours. The traditional schedule is five (5) workdays of eight (8) hours during each seven-day work period.

In lieu of a traditional schedule, Police Lieutenants and Police Captains may work an alternative work schedule as approved by the Chief of Police.

Employees working the special assignments of School Resources Officer, Gang Task Force, Narcotics Task Force, Traffic Enforcement Unit, and any newly formed special assignment necessitated by grants or other circumstances shall have a traditional schedule with the duty shift hours to be determined by the Chief of Police. Notwithstanding the above, the employees temporarily assigned to the Gang Task Force and the Problem Oriented Policing Team, may work an alternative work schedule including the 4/10 plan, consisting of four (4), ten hour (10-hour) days worked consecutively per week in a two (2) week pay period, on a temporary basis as determined by the Chief of Police.

Employees assigned to the Investigative Section of the Hanford Police Department shall have a standard duty shift of 7:00 a.m. through 3:00 p.m. The duty hours are five (5) workdays of eight (8) hour shifts, Monday through Friday. Employees assigned to the Investigative Section and on a 4/10 plan shall have a standard duty shift of Monday through Thursday from 0700-1700 hours or Tuesday through Friday from 0700-1700 hours.

Employees shall be given a thirty (30) minute meal break per duty shift and two (2) fifteen (15) minute breaks when possible, during which time he/she will remain on duty, in

uniform and subject to call. The two breaks and one one-half hour meal break shall be paid time and shall be included in the workday. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.

II. Alternative Work Schedule: 3/12 Plus 8 Plan

- A. Employees assigned to the Uniformed Operations Division or other special teams as may be formed through grants or other special circumstances, except those assigned to the Traffic Enforcement Team and Problem Oriented Policing Team, shall work an alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hour shifts and a 44 hour work week consisting of three twelve (12) hour shifts and one eight (8) hour shift, equaling 160 hours during each 14 day work period or a 32 hour work week consisting of two (2) twelve (12) hour shifts and one eight (8) hour shift and a 48 hour work week consisting of four (4) twelve (12) hours shifts equaling 160 hours during each 14 day work period.
- B. The standard duty shift for employees working the 3/12 plus 8 plan shall be:

Day Watch: 0700 hours to 1900 hours;
Night Watch: 1900 hours to 0700 hours;
- C. Personnel assigned to a Utility slot will primarily have fixed days off. When there is a reduction in manpower, the Utility officer may be reassigned different shifts and different days off as determined by management. The reassignment will remain in effect until staffing needs are brought up to full staff or there is no further need for the officer to remain on the reassignment.
- D. Personnel assigned on an alternative work schedule shall continue to accrue vacation, holiday and sick leave in accordance with the current accrual rates. When vacation, holiday time or sick leave are used, the employee shall be charged based on actual time taken, calculated hour for hour.
- E. Employees on the alternative schedule shall be given a thirty (30) minute meal break per duty shift and two (2) fifteen (15) minute breaks when possible, during which time he/she will remain on duty, in uniform and subject to call. The two (2) breaks and one one-half hour meal break shall be paid time and shall be included in the workday. Employees shall not be eligible for overtime pay for breaks and meal periods not taken due to duties and responsibilities of work assignments.
- F. The City agrees to meet and confer regarding any intent to terminate participation in the 3/12 plus 8 plan.

III. Traffic Enforcement Unit Alternative Work Schedule 4/10

- A. Traffic Enforcement Team Officers shall be assigned to work an Alternative Work Schedule known as a 4/10 Alternative Work Schedule. The plan shall consist of four (4), ten hour (10-hour) work days worked consecutively per week in a two (2) week pay period. During the annual Kings County Fair, assigned shift start times shall remain flexible to meet the needs of the Department and to ensure proper rest time for effected personnel.
- B. Personnel assigned to the Traffic Enforcement Team shall participate in a mandatory shift rotation and schedule mutually agreed upon by the Chief of Police and the HPOA.
- C. For the purpose of clarifying an existing management prerogative, Department Administration may, at its discretion, establish minimum staffing levels. Minimum staffing levels for Traffic Enforcement Personnel include one officer Monday through Friday from 0700-1700 hours.
- D. The City shall have the right to flex schedules under any one of the following conditions:
 - i. On an as needed basis for emergency situations; and
 - ii. During a preplanned event as described above (Annual Kings County Fair).
- E. Examples of emergency situations shall be defined but are not limited to, natural disasters, officer involved shooting, major crime event, riot or demonstration, air crash, act of terrorism, or a fire or explosion.

IV. Canine Handler Schedule

Employees assigned to the position of canine handler shall work 3/12 plus 8 plan and will be as follows according the number of canine officers assigned in the department:

Two Canine Handlers – Employees assigned to the position of canine handler shall work 3/12 plus 8 plan. The plan shall have two (2) work weeks per pay-period, a 36 hour work week consisting of three (3) twelve (12) hours shifts and a 44 hour work week consisting of three (3) twelve (12) hour shifts and one eight (8) hour shift equaling 160 hours during each 14 day work period. The duty shifts will be Monday through Wednesday and Thursday through Saturday and rotate working every Sunday. The duty hours shall be 1500 hours to 0300 hours and 1900 hours to 0300 hours on the eight (8) hour day.

Three Canine Handlers – Employees assigned to the position of canine handler shall work 3/12 plus 8 plan. The plan shall have (2) work weeks per pay period, a 36 hour work week consisting of three (3) twelve (12) hours shifts and a 44 hour work week consisting of three (3) twelve (12) hours shifts and one eight (8) hour shift equaling 160 hours during each 14 day work period. The duty shifts will be Monday through Wednesday and Thursday through Saturday and rotate every Sunday. The duty hours for the Monday through Wednesday officers shall be 1500 hours to 0300 hours and 1900 hours to 0300 hours on the eight (8) hour day. The duty shifts for the Thursday through Saturday officers will be

0700 hours to 1900 hours and 1900 hours to 0700 hours. The eight (8) hour day for the Thursday through Sunday officers will be 1100 hours to 1900 hours and 1900 hours to 0300 hours.

Four Canine Handlers – Employees assigned to the position of canine handler shall fall under the 2.02 Alternative Work Schedule: 3/12 Plus 8 Plan of the MOU.

Canine Handlers shall be paid an additional four (4) hours straight time per week, in addition to their base pay, for such time the canine handler is actually assigned to a canine to care for. This additional pay is to compensate the officer for time spent feeding and caring for the canine. The canine handler shall be subject to all policies developed by the City as they pertain to the care, training and responsibilities of the canine.

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 work be compensated for by time off wherever practicable. All work requiring any employee to work overtime hours must be approved by the Department Head or his/her designated representative prior to the work being performed, with the exception of emergency situations.

In the event compensatory time off is used as the method of compensating for overtime, these hours may be accrued in a bank with a cap of two hundred (200) hours. Employees may cash out any hours in excess of one-hundred (100) during any pay-period. The number of hours that the employee requests to cash out must be indicated by them on their timesheet.

Employees may not use compensation time, holiday bank, or vacation time for the purposes of working an overtime assignment unless mutually agreed upon by the department and the employee.

Employees leaving the municipal service with accrued hours of compensatory time off, shall be paid at the employee's current rate of pay for all accrued hours upon termination.

- A. Overtime shall commence 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 except as follows:
 1. Employees who attend court outside of Kings County or mandatory training, except a basic academy, shall receive FLSA overtime consistent with existing law.
- B. Overtime immediately following a regularly scheduled duty shift will not be subject to a minimum hour guarantee.

C. It is understood that effective with ratification of the predecessor agreement of February 17, 1998, any hours in a compensatory bank are non-FLSA hours.

- II. Traditional Work Schedule - Employees shall receive overtime compensation for time worked in excess of one duty shift and/or five duty shifts as defined above, at time and one-half (T1/2) their base hourly rate, or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head. All hours except sick leave, shall count as hours worked for overtime purposes.
- III. Alternative Work Schedule - Employees shall receive overtime for time worked in excess of one duty shift and/or three twelve (12) hour shifts in a thirty-six (36) hour week or three twelve (12) hour shifts and one eight (8) hour shift in a forty-four (44) hour week at time and one-half (T1/2) their base hourly rate or time and one-half (T1/2) compensatory time off, at the discretion of the Department Head.

An employee may not work back to back shifts.

To help insure an employee is adequately rested, management may adjust schedules of affected employees to insure a minimum of eight (8) cumulative non-work hours occur between shifts. An employee may utilize earned vacation time or earned compensatory time to accomplish this purpose. Overtime hours earned by the employee may also be used to offset hours needed to achieve the required rest period as approved by his/her Department Head or designee.

Duty shift overtime assignments shall not exceed two (2) hours immediately following or prior to a regularly scheduled twelve (12) hour shift unless approved by his/her Department Head or designee.

Outside assignments shall be limited to non-duty days. Outside overtime assignments include duty shift coverage, parades, ball games, etc., or any other prescheduled overtime.

- IV. Training - employees who attend training programs, meetings, lectures and similar activities outside their regular working hours shall receive overtime compensation if the training meets the following criteria:
 - A. Training is approved and required by the employee's Department Head.
 - B. Training is directly related to the employee's present job.
 - C. Training could not be obtained during the employee's regular working hours.

If employees on their own initiative attend independent schools outside of their regular working hours or work tour, they shall not receive overtime compensation, even if the courses are related to their jobs.

- V. Compensatory Time Off ("CTO") shall be granted if requested fourteen (14) days in advance of the effective date, unless it would cause an "undue disruption" to the

department. An undue disruption shall be defined as CTO which would result in staffing levels falling to more than one officer below minimum staffing. The cost of filling back overtime does not constitute an undue disruption.

A request made within fourteen (14) days of the effective date to be off may be granted at the sole discretion of the Department.

Once granted, CTO shall not be cancelled unless there is an emergency. An emergency may include a critical incident. Examples of such include but are not limited to, natural disasters, officer involved shooting, major crime event, riot or demonstration, air crash, act of terrorism, fire or explosion or an event which causes staffing levels to drop below their prescribed minimums during specified holidays, as defined in the department general orders manual Section 8.1.

- VI. Hanford Police Officers Association shall be paid overtime or receive compensatory time off for all time worked beyond eighty-six (86) hours within a fourteen (14) day Fair Labor Standard Act (FLSA) work period. This is a result of the 7(k) FLSA exemption being applied.”

All references to the previous FLSA work period will be updated in the MOU. To accommodate the change from a 28-day FLSA work period to a 14-day FLSA work period a 21-day transitional work period will be implemented beginning April 27, 2020.

2.04 Callback

Employees called back to work from their day off, or other off duty hours shall receive overtime compensation as stated above with a three (3) hour minimum guarantee.

2.04.01 Standby Pay

Officers assigned as detectives to the investigations division shall receive \$2.80 for each hour assigned for standby pay. Standby time shall be defined as that time, other than the regular duty shift, overtime or call back time, where the employee is required to remain available for call and ready for duty. Detectives and sergeants cannot earn standby pay and regular or overtime pay for the same hour worked.

Detective Standby – Detectives and the Sergeant assigned to the investigations unit shall rotate standby duty every week. The standby assignment will start and end every Monday at 0700 hours. Detectives and sergeants should have a response time no longer than 1-hour. Detectives and sergeants will not be eligible for standby pay Monday through Friday 0700-1700 unless there are no detectives or sergeants on duty.

2.05 Holidays

- I. Employees shall receive up to fifty-six (56) hours of pay per calendar year at straight time in lieu of any holiday time off based on time in service. 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 to zero (0).

Employees will be provided a holiday-in-lieu bank of fifty-six (56) hours per calendar year. Such time will be accrued at the rate of 2.153 hours per pay period. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday-in-lieu time and will be able to request cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60) hours below sixty (60) have no cash value. Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

Police Management employees shall receive up to 112 hours of holiday time each calendar year accruing 4.308 hours per-pay period in-lieu of paid holidays. Employees may bank up to seventy (70) hours of holiday-in-lieu time. Employees may use this time at the discretion of the Department Head with due consideration of the employee's needs. Holiday time taken is deducted on an hour for hour basis. The employee is ultimately responsible for monitoring his/her/their holiday in-lieu time and will be able to request to cash out hours at their base hourly rate at time of accrual, once they have banked sixty (60) hours. An employee will be able to cash out any hours in excess of sixty (60). Holiday in-lieu time shall be recorded on the employee's timesheet and accounted for through the payroll system. If an employee should reach the maximum accumulation cap of seventy (70) hours, holiday in-lieu hours will no longer accrue.

- II. Compensation at Termination - Regular employees leaving the municipal service with accrued days in lieu of holidays shall be paid the amount of accrued days in lieu of holidays to the date of termination. Regular and probationary employees whose services are terminated for the convenience of the City, other than the result of disciplinary action, shall also be paid for their accrued days in lieu of holidays. Payments for accrued days in lieu of holidays shall be at the employee's current rate of pay.

2.06 Vacation

- I. Eligibility - Employees shall complete six (6) months continuous service before using accrued vacation leave. Employees shall not work for the City during their vacation.

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.

II. Accrual - Vacation will be accrued and credited on a bi-weekly basis at the following rates for continuous service performed in pay status:

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

- 3 Limits of Accrual – Such accrual and credit for all employees may not exceed twice the employee’s annual rate of accrual.
- 4 Compensation at Termination - Employees leaving the municipal service with accrued vacation leave shall be paid the amounts of accrued vacation to the date of termination. Employees who terminate employment with the City and who have 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:
 - a. 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:
 - i. A temporary restraining order or restraining order;
 - ii. Other injunctive relief to help ensure the health, safety or welfare of the employee or their children;

- iii. To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - v. To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
 - vi. 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.
- B. 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.
- C. 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.
- D. Sick leave shall be taken in fifteen (15) minute increments.
- E. 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.
- F. If the employee is absent on sick leave for more than one (1) day, the employee shall keep the immediate supervisor informed as to the date the employee expects to return to work.
- G. 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, or if evidence suggests that an employee has a demonstrable pattern of abusing the City's sick leave policy. At no time will the City interfere/waive an employee's rights under the Americans with Disabilities Act (ADA) or Health Insurance Portability and Accountability Act (HIPAA).

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).

- H. 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.
 - I. 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.
 - J. 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 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 3.69 hours, 6.46 hours for sworn Fire Department personnel 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 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 Long Term and Short Term Disability

In order to be eligible for Long Term Disability Leave (LTDL) or Short Term Disability Leave (STD), an employee must present proof of enrollment in a private, long term or short term

disability insurance program (“LTDL or STDL Insurance”) paid at his or her own cost. In order to be placed on LTDL or STDL, the employee must notify the Chief of Police in writing.

Employees placed on LTDL or STDL must use sick leave at the rate of eight (8) hours per day until LTDL or STDL Insurance benefits begin to be paid to the employee. Thereafter, an employee may use sick leave at the rate of four (4) hours per day in order to utilize the LTDL or STDL Insurance.

Following the exhaustion of vacation and sick leave, the employee will be placed on a medical leave of absence without pay for a period of not more than sixty (60) days per the City’s Personnel Rules and Regulations, Section 611.

2.08.01 Catastrophic Leave

The City agrees to establish a catastrophic leave policy for use by employees which shall operate with hours donated and hours used at a one-to-one ratio.

2.09 Bereavement Leave

Each regular employee shall be allowed to use bereavement leave not to exceed one full work week in the event of death in the employee’s family. For the purpose of this section only, the employee’s family shall mean the spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, or a close relative residing in the household of the employee. Bereavement Leave is categorized as “Other Leave with Pay” for payroll purposes.

2.10 Request for Leave of Absence

- I. P4 forms are available to all personnel and are to be initiated by any employee who anticipates any absence, such as vacation, compensatory time off (CTO), shift trades or after a leave of absence it is could not be anticipated such as sick leave. P4’s for vacation should be submitted at least thirty (30) days prior to the desired date.
- II. An employee who has accrued compensatory time on the books and requests use of the time off shall submit a P4 request to his immediate supervisory fourteen (14) days prior to the time off, but not longer than thirty (30) days prior to. Comp time will be granted until staffing levels fall to one officer below minimum staffing.

P4’s submitted longer than thirty (30) days in advance of the requested time off will not be accepted, nor count, toward the earliest P4 received in regards to the granting of CTO. CTO requests made within fourteen (14) days will be granted or denied at the sole discretion of the department.

CTO requests made for the holiday of New Years Eve or the days affecting the Kings County Fair, will be at the sole discretion of the department or its acting supervisor. On

the holidays of Christmas Day, Christmas Eve, Thanksgiving, Memorial Day, or Easter, CTO shall be granted by the department or its supervisor, if requested, down to minimum staffing levels. In addition, CTO that is approved will be granted in order from the first P4 received within the fourteen (14) to thirty (30) days guidelines, with no regard for rank or seniority.

In order to request CTO, the employee must have the requested amount of time-off on the books at the time of the request.

- A. Once a P4 is signed by the department or its supervisor, it shall not be rescinded unless one of the following conditions is met:
 - B. The department is involved in a critical incident or other emergency such as, but not limited to:
 - 1. Natural disaster;
 - 2. Officer crime event;
 - 3. Major crime event;
 - 4. Riot, demonstration;
 - 5. Air crash;
 - 6. Act of terrorism;
 - 7. Fire or explosion.
 - C. An event occurs which drops staffing levels below their prescribed minimums on one of the above-mentioned holidays or events. If this occurred, it could result in a cancellation of the CTO.
- III. Every effort should be made to notify the employee of the status of the request both verbally and in writing within 48 hours after submission.

2.11 Tuition Reimbursement

Pursuant to Administrative Regulation 1.13, regular employees are eligible to receive tuition reimbursement up to \$5,000 per fiscal year for courses taken to obtain a bachelor's, master's or doctoral degree only (no training/certificate work).

2.12 Compensation for Police Services

Employees providing police services to private persons, clubs, organizations, etc., through a City contract, shall receive the appropriate hourly rate as listed in the compensation plan on a three-hour minimum basis. Employees providing police services for City sponsored functions shall be paid at their base hourly rate as listed in the compensation plan.

2.13 Mileage Reimbursement

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

2.14 Uniform Allowance

New employees shall be paid an initial \$500 for the appropriate uniform for the first year of employment within one (1) month of the date of hire. In the event such new employees do not attain permanent status with a completion of probationary period with the City, such employees shall return to the City fifty percent (50%) of the cost of the uniforms. 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 calendar year.

Employees shall receive an annual uniform/clothing allowance of \$1,200.

The City shall furnish each newly hired police officer the appropriate safety equipment approved by the Department. This equipment is to be consistent with the standard equipment issued to other officers.

For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police motorcycle jacket, one (1) pair winter gloves and one (1) pair of chromatic type sun glasses. Such equipment shall remain the property of the City and shall be turned in upon completion of the assignment. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots, or safety type sun glasses be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Should an assigned officer require prescription glasses, the City will provide funds equal to the cost of issued safety glasses towards the purchase of chromatic type of prescription safety glasses. Such equipment shall remain the property of the City and shall be turned in upon separation from the Department.

Effective July 2013, motorcycle boots worn by the traffic officers will be replaced by the City every four (4) years. In addition, the safety type sun glasses worn by the traffic officers will be replaced every year, at a cost not to exceed \$125.00 for each officers' replacement.

2.15 Health and Life 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 sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect the PPO plan.

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.

Six months of health benefits shall be provided to a surviving spouse and dependents of a Police Officer who passes away in the line of duty. Surviving dependents must meet the eligibility requirements as outlined in the City's health plan documents.

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.

2.16 POST Certificate Incentive Pay

All employees with the exception of Police Lieutenants and Police Captains shall be eligible to receive POST certificate incentive payments based on the following certificates:

1. For the award of the Intermediate POST Certificate: 5.0% of base salary payable with the normal payroll.
2. For the award of the Advanced POST Certificate: 2.5% of base salary payable with the normal payroll.

Police Lieutenants and Police Captains shall be eligible to receive POST certificate incentive payments based on the following certificates:

1. For the award of the Advanced POST Certificate: 5.0% of base salary payable with the normal payroll.
2. For the award of Supervisory POST Certificate: 2.5% of base salary payable with normal payroll.

Upon the police department receiving the State of California, Department of Justice Certificate Application (POST 2-116) from the applying officer, the Police Department will confirm the necessary education, training points and length of service for the POST Certificate that the officer is applying for. Upon confirmation that these suffice for the incentive, the department will note the date on the application and forward it to the State of California Peace Officers Standards and Training. The officer will start to receive the proper incentive pay at the next scheduled full pay period.

It is the officer's responsibility to make sure that the form is filled out completely and correctly. Any returns for correction(s) or for insufficient credits and/or time as a police officer shall be deemed to be the employee's responsibility. Any monetary incentive that has been paid prematurely to the officer based on the above will be paid back to the city by the officer.

In all other cases, the City will make payment of POST certificate incentive pay commencing the first full pay period following receipt and acceptance by the City of the POST certificate.

2.17 Retirement

The City shall provide the 3% @ 55 retirement plan as provided under the California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their 9% employee share of retirement contributions. The City no longer reports EPMC as special compensation to CalPERS.

Employee contributions made by the employees are made on a pre-tax basis.

Employees starting on or after January 1, 2013, shall have a retirement formula of 2.7% at 57, unless they are deemed CLASSIC Retirement members under PEPRA, at which time they will fall under the PEPRA guidelines.

The City shall provide Section 21574 – The Fourth Level of 1959 Survivor Benefit Program for Local Members provided by CalPERS.

2.18 Field Training Officer Differential Pay

Employees assigned to act as a Field Training Officer shall receive an additional 2.5% above their base wage during their field training assignment.

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 HPOA. 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 HPOA. "Dues" in this context means any deduction voluntarily authorized by an Association 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. The administrative regulation as contained herein cannot be changed except through the meet and confer process.

2.21 Traffic Enforcement and Safety Team, Motorcycle Unit

Employees assigned to act as Police Officers for the Traffic Enforcement and Safety Team Motorcycle Unit shall receive an additional five percent (5%) above their base wage during the term of their assignments.

2.22 Internal Affairs and Disciplinary Action Time Frame

Internal Affairs Investigations shall be completed in a timely manner pursuant to Government Code §3304.

2.23 Grooming Standards

The Police Department and HPOA agree to meet and confer following ratification of this agreement to make adjustments regarding the Department facial hair policy, and to discuss the Department tattoo policy.

2.24 Ballistic Vests

The City shall provide a Department specified Level III ballistic vest. All uniformed employees shall be required to wear the Department specified vest. The allotment for replacement of vests will be repeated each six (6) years beginning the first quarter of the sixth year (2001). The purchase shall be on a rotational basis based on the age of the current vests. All new hires shall receive a Level III ballistic vest.

2.25 Specialty Pay

Employees assigned to act as Police Officers for the Homeless Assistance Resource Team, Community Corrections Partnership, Gang Task Force or Narcotics Task Force, POP, or assigned as an Investigator, or to serve in the capacity of a School Resource Officer or Park Resource Officer shall receive an additional five percent (5%) above their base wage during the term of his/her assignment. Employees which are currently receiving Corporal or specialty pay shall not receive another additional 5% pay while working a task force.

2.26 Travel

The City shall pay per diem at the current IRS approved rates to officers when overnight travel is required. The daily commuter allowance and per diem for travel days 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 Police Chief and other department staff as designated by the Police Chief for department use in order to arrange travel arrangements for the official duties of officers in accordance with the City's Cal Card Purchasing Policy.

2.27 POST Physical Examinations

The City no longer provides post-employment physical examinations for police unit employees. The physicals will be covered through the City's health plan.

2.28 Employee Medical Plan

The City will cooperate with an employee only contribution to a retirement medical plan.

2.29 Direct Deposit of Payroll Checks

All new employees hired on or after date of ratification shall be subject to mandatory participation in the direct deposit of their City payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

2.30 Longevity Pay

Employees shall be eligible to receive five percent (5%) above their base wage in recognition of longevity pay upon completion of ten (10) years of California Peace Officer Standard and Training (POST) qualified sworn peace officer full time employment (does not include time spent as a volunteer or Reserve Police Officer). An eligible Police Officer, Police Corporal or Police Sergeant shall be placed on the next step in the range (6 or 7) in recognition of longevity pay.

2.31 Deferred Compensation

- I. Employees covered in this agreement are eligible to receive matched employer contributions for deferred compensation up to \$75.00 per pay period for the term of this MOU.
- II. Those members that are currently in the City of Hanford ICMA Deferred Compensation plan will have their contribution matched up to \$75.00 (seventy-five dollars) per pay period retroactive to the first full pay period of July 2013.

2.32 Probationary Period

A. Original Appointments

Any person appointed to an authorized position in the Employee Compensation Plan shall complete a probationary period fixed by the Personnel Officer at the time of appointment of at least eighteen (18) continuous months of service. Any original probationary period may be extended one or more times with the approval of the City Manager, for a total probationary period extension not to exceed an additional six (6) months, where the Personnel Officer finds that extraordinary conditions justify such extension. Lateral hires whose FTO period does not exceed 6 weeks shall have a 12 month probationary period.

B. Promotions

The probationary period for all promoted employees shall be fixed by the Personnel Officer at the time of appointment and shall be at least six (6) continuous months of service in the employee's new position. Any original probationary period for promoted employees may be extended one or more times with the approval of the City Manager, for a probationary period not to exceed an additional six (6) months, where the Personnel Officer finds that extraordinary conditions justify such extension.

C. Calculation

A probationary period shall date from the time of appointment to an authorized position in the Employee Compensation Plan. Unpaid leaves of absence for any reason during the probationary period shall not be counted toward completion of the probationary period.

D. Release and Discipline of Probationer

During the original probationary period, an employee may be released from their position or disciplined by the City Manager or Department Head at any time and without cause, without any right of appeal or the right to submit a grievance. During the promotional probationary period, any employee may be released from their position by the City Manager or Department Head but maintain their seniority and bumping rights as defined in Section 4 of the City of Hanford's Personnel Rules and Regulations.

2.33 Performance Evaluation

I. Performance Appraisal

The department shall prepare a performance appraisal for each employee accordingly:

For employees with an 18 month probationary period, performance evaluations will be completed at 6 months and at 18 months prior to the expiration of the probationary period and then conducted on an annual basis.

For employees with a 12 month or less probationary period, performance evaluations will be conducted at 6 month intervals until they are released from probation and then conducted on an annual basis.

Unless the Department extends the probationary period or takes action to separate the employee during the probationary period, the probationer shall acquire regular status at the end of the probationary period.

After the probationary period, the Department shall prepare a performance appraisal for each employee at least every twelve (12) months based on the prior calendar years' performance. Annual regular employee performance evaluations shall be submitted by the Department to the Human Resources Office.

Regular employees in the top step of their salary range shall receive an evaluation prior to their annual evaluation date.

No performance evaluations shall be transmitted to the City's personnel files until the employee has reviewed or been given the opportunity to review the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed or been given the opportunity to review the evaluation personally with the Chief of Police. The employee has the right to read, sign, and file a written response to both favorable and unfavorable entries. Signing is not an admission by the employee of the truth of such entries, but rather only and acknowledgement of notification. An employee's written response, if any, shall be attached to and become a permanent part of the employee's evaluation and shall be transmitted to the City's personnel files. The performance appraisal is not subject to appeal through the grievance and/or disciplinary appeal procedures. All employees, however, have a right to meet with the Chief of Police to address concerns about their performance evaluation.

Nothing in this section shall preclude the Hanford Police Department from conducting special evaluations at an interval they determine is appropriate. A special evaluation does not take the place of a regularly scheduled evaluation.

2.34 New Hire Orientations

The City will notify the HPOA President when a new employee has been hired. The Police Department will provide the new employee with one (1) hour to meet with HPOA representatives within their first pay-period worked.

2.35 Community Involvement (Volunteer Work)

Upon approval by the Chief of Police, an employee may receive up to twelve (12) hours of flex time per fiscal year for volunteer work.

2.36 Acting Pay

Whenever an employee is temporarily assigned to a position in a higher classification for a period of more than five (5) days, they shall be compensated at the rate of the classification he/she is required to work. Increase in pay shall be at A step or the step that provides the employee with a minimum of five percent (5%) increase. 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.

2.37 Working out of Classification

Whenever an employee is temporarily assigned additional duties for a period of more than five (5) days, he/she shall be compensated an additional five percent (5%) above his/her base pay.

2.38 Public Records Act Request (Senate Bill 1421)

Within five (5) days of receiving any Public Records Act request involving a Police Officer, the Police Department and/or City will notify in writing the Police Officer named in the request as well as the HPOA President.

2.39 Management Leave

The City shall provide a Management Leave Plan for Police Lieutenants and Captains.

Effective PP001 in 2023 Police Lieutenants and Captains 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.

Police Lieutenants and Captains 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.

Police Lieutenants and Captains who leave the City of Hanford with Management Leave hours available will be cashed out their balance in their final paycheck.

SECTION 3

3.01 Disciplinary Action

The entire discipline policy is being listed in this document for communication purposes. The City does not abdicate any of its right by so listing in this document.

- I. Definition - As used, "disciplinary action" shall mean written reprimand, reduction in salary, demotion, suspension or discharge.

- II. 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. Inexcusable neglect of duty;
 - C. Insubordination;
 - D. Dishonesty;
 - E. Drunkenness on duty;
 - F. Intemperance;
 - G. Unlawful use, sale or possession of narcotics or habit forming drugs;
 - H. Absence without leave;
 - I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
 - J. Immorality;
 - K. Discourteous treatment of the public or other employees;
 - L. Improper political activity as defined by State Law;
 - M. Willful violation of safety, endangering property and persons;
 - N. Misuse of City property;
 - 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;
 - Q. Refusal to take or subscribe to any oath or affirmation which is required by law in connection with his/her employment;

- III. Persons by Whom Disciplinary Action May Be Taken – Notice, Service, Contents: The City Manager or any Department Head may take disciplinary action against an employee under his/her control as set forth in II above by notifying the employee in writing of the proposed discipline.

Disciplinary action against regular employees is valid in the absence of an emergency affecting the public safety and welfare as determined by the City, only if a written notice is served on the employee and filed with the Personnel Office not later than ten (10) calendar days prior to the date of the proposed action. The notice shall be served upon the employee personally and 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 therefor;
 - D. A statement in ordinary and concise language of the act or omissions upon which the causes are based;
 - E. A statement advising the employee that copies of files and records bearing on the matter are available to the employee;
 - F. A statement advising the employee of his/her right to respond, either orally or in writing, to the authority taking the action.
- IV. Right To Respond - 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. 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, a failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in Section V. After reviewing the employee's response, the Department Head shall notify the employee in writing of his/her decision to dismiss, modify or impose the proposed discipline.
- V. Right of Appeal - Any regular employee shall have the right of appeal from any disciplinary action by his/her Department Head or the City Manager imposed pursuant to Section 3.01, III. Such appeal must be filed in writing with the City Manager within five (5) working days of the date of service of the notice of disciplinary action. Failure to file an appeal within such period constitutes a waiver of right of appeal.

Neither the provisions of this section shall apply to reductions in force or reductions in pay which are part of a general plan to reduce or adjust salaries and wages.

Except in the case of danger to the public well-being, the employee's safety, other employee's safety, or alleged acts of moral turpitude, no discipline shall be imposed prior to the completion of the appeal process.

Upon expiration of the period allowed for employee response, and Skelley hearing, and after having given consideration to any response filed by the affected employee, the City Manager or department head may impose appropriate disciplinary action on Lieutenants and Captains.

- VI. Hearing - The employee (or his/her representative) and the City shall jointly pick a Hearing Officer to hear the appeal within five (5) calendar days of the filing of the appeal. If the parties are unable to agree on a Hearing Officer, the employee (or his/her representative) and the City shall no later than the next work day, jointly request a list of names of five (5) neutrals from the California State Conciliation Service. Within fifteen (15) 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.

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.

The Hearing shall be held within twenty (20) calendar days of the selection of the Hearing Officer or as agreed upon by the parties. The Hearing Officer may continue the hearing either for the convenience of the City or upon written application of the employee, for a period not to exceed an additional ten (10) calendar days from the date of the scheduled hearing. Written notice of the time and place of the hearing, and any continuance thereof, shall be provided the employee. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code. The Hearing Officer shall determine 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.

The hearing shall be closed, except to necessary parties, unless the employee or the HPOA requests, in writing, that the hearing be open to the general public. All witnesses, except the employee, shall be excluded from the open hearing process.

The findings of the Hearing Officer shall be rendered within fifteen (15) calendar days of the hearing and shall be advisory only to the City Manager.

Nothing in these rules shall be construed as to bind the City or the City Manager to any findings of the Hearing Officer.

- VII. Decisions - The City Manager shall render a written decision within twenty (20) working 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 employee. 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.
- VIII. Representation - Any City employee, other than those appointed to Middle Management, and confidential classifications as provided in Sec. 1208 Hanford Rules and Regulations, shall be permitted to represent another City employee or group of City employees at the hearing of the appeal. The employee may represent himself/herself or be represented by counsel.
- IX. Notices to Witnesses: Cost - The City Manager shall cause subpoenas for the appearances of witnesses for the employee upon his/her written request and at the employee's cost. 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 Sections 11510, 68093, 68097 of the Government Code.
- X. Failure of Employee to Appear at Hearing - Failure of the employee to appear at the hearing shall be deemed a withdrawal of his/her appeal and action of the City Manager or Department Head shall be final.

- XI. Failure to Directly Serve Employee - In the event that any notice required by the provisions of this Chapter to be served upon the employee personally cannot be effected by reasons of the employee being unavailable for such personal service, such notice may be served upon said employee by certified mail, postage prepaid, and deposited in the United States Mail. Such notice shall be effective and constitutes receipt by the employee upon the deposit in the United States Post Office.
- XII. Effect of Certain Disciplinary Actions:
- A. Written reprimand. Employee's receiving a written reprimand shall have a copy of the reprimand filed in his/her permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the Personnel Office.
 - B. Reduction in salary. Employee is placed at a lower salary step within current range.
 - C. Demotion. Employee is moved from one class to another class having a lower maximum rate of pay.
 - D. 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.
 - E. Discharge. Employees terminated shall be paid salary, vacation or paid days in lieu of holidays accumulated to the effective date of termination as specified in this document.
- XIII. Releasing of Information Relative To Disciplinary Action - In the interest of preventing undue embarrassment and subsequent loss of ability to perform City work effectively, the following policy will prevail regarding release of information to the news media on personnel actions:
- A. No information will be released without prior approval of the City Manager.
 - B. No information will be released until final action has been determined and taken.
 - C. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken.

The foregoing personnel procedures are sanctioned under the Ralph M. Brown Act and related laws. The Attorney General's opinions interpreting G. C. Section 54957 are as follows:

"The purpose of Section 54957 is to protect individual public employees and officers from unfavorable publicity, and to permit private inquiry into the employee's activities, or investigation of charges against such employees."

XIV. Actions Not Subject to Rule 10 of the Merit System Rules and Regulations

- A. Oral reprimand. Employee's receiving an oral reprimand may have it noted in his/her departmental record by the Department Head.

SECTION 4

4.01 Grievance Procedures

The entire grievance procedure is listed in this document for communication purposes. The City does not abdicate any of its rights by so listing.

- I. Purpose - Grievance procedures for employees are provided herein:
 - A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
 - B. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
 - C. To provide that grievances shall be settled as near as possible to the point of origin.
 - D. To 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 matters listed below for which appeal is not provided or is not prohibited under provisions of 3.01:
 1. Improper application of City or departmental rules, regulations, and/or current MOU.
- III. Informal Grievance Procedure - 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 immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. 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. Upon receiving the grievance the City Manager, or his/her designated representative, shall discuss the grievance with the employee, his/her 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. 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.

SECTION 5

5.01 Conclusiveness

- A. 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 HPOA and the City in a written and signed amendment to this agreement.
- B. The HPOA 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. Therefore, during the term of this agreement, neither the City nor the HPOA shall be obligated to meet and confer on any matter:
 - 1. Whether or not specifically referred to in this MOU;
 - 2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
 - 3. Whether or not the matters were proposed and later withdrawn during negotiations.
- C. Except that: 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 HPOA of its intention to so do. If the HPOA does not respond within ten (10) calendar days from the date of mailing of such notification the City shall assume that the HPOA 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 HPOA will be offered the opportunity to meet and confer as soon as practicable.
- D. The City may re-open negotiations regarding economic items if the City Council declares a fiscal emergency during the term of the agreement (July 1, 2022 through June 30, 2025).

5.02 Accumulation/Vesting

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

5.03 Savings Clause

If any provision of this MOU or any addendum thereto should be held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any

provision should be restrained by such tribunal or the enactment of superseding rule, regulation, law or order by any governmental authority other than the City, such provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such 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 provision.

5.04 Non Discrimination

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

5.05 Term

This MOU shall be effective for the period of July 1, 2022, through and inclusive of June 30, 2025. The provisions of this MOU shall not take effect until ratified by both the Hanford City Council and the general membership of the Hanford Police Officers Association.

Agreed upon July 27, 2022

For the City:

_____/s/_____
Che Johnson
Attorney- Liebert Cassidy Whitmore

_____/s/_____
Parker Sever
Chief of Police

_____/s/_____
Chris Tavarez
Finance Director

_____/s/_____
Sarah Cardoza
Human Resources Manager

For HPOA:

_____/s/_____
Gary Messing
Attorney- Messing Adam & Jasmine

_____/s/_____
Brent McCreary
HPOA President