

Memorandum of Understanding  
between  
City of Hanford  
and  
Service Employees International Unit  
(SEIU Local 521)



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# **SECTION 1**

## **1.1 Preamble**

The following constitutes a Memorandum of Understanding ("MOU") between the City of Hanford ("City") and Service Employees International Union, Local 521, ("SEIU") 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.

## **1.2 Recognition**

Under the terms of Chapter 12 of the Merit System Rules and Regulations, the City formally recognizes the SEIU as the recognized employee organization for the Hanford General Employees Bargaining Unit.

## **1.3 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 differences which may arise regarding wages, hours and other terms and conditions of employment.

## **1.4 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. Lay-off employees; and
- J. Subject to the provisions of the Meyers-Miliias-Brown Act the City reserves the right to direct employees, including scheduling and assigning work, work hours and overtime.

### **1.5 Maintenance of Operations**

For the term of this MOU neither the SEIU nor any person acting in its behalf, will cause, authorize, engage in, nor will any of the members of the SEIU 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 SEIU or SEIU 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

### 2.1 Wages

Using five (5) comparable agencies (Delano, Dinuba, Merced, Madera and Visalia) the following increases will be provided:

- Year One – Effective the first full pay-period following ratification and formal approval by City Council, median of market placement or internal alignment (if applicable) plus three percent (3%).
- 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 encompasses a one percent (1%) difference between each range.

### 2.2 Standard Work Period

#### I. Traditional Schedule

The standard work day for employees shall be eight (8) hours and the standard work week shall be forty (40) hours to be worked within five (5) consecutive days.

Refuse, Wastewater Treatment Plant, Fleet, Streets, Parks, Utilities, and Police Communications Dispatch personnel may be assigned a non- standard work period.

#### II. Public Works Alternative Schedule

##### A. Parks and Streets (including Sweeper Operators)

- i. Shift Time - 6:30 a.m. to 3:00 p.m.
- ii. Meal Time - 11:30 a.m. to 12:00 p.m.
- iii. Break Time - 9:00 a.m. & 1:30 p.m. (15 minutes)

Sweeper Operator assigned to work at night:

- i. Shift Time – 10:00 p.m. to 6:30 a.m.
- ii. Meal Time – 3:00 a.m. to 3:30 a.m.
- iii. Break Time – 12:30 a.m. & 5:00 a.m. (15 minutes)

##### B. Sewer, Utilities, Fleet, and Wastewater Treatment Plant

- i. Shift Time - 7:00 a.m. to 3:30 p.m.
- ii. Meal Time - 12:00 p.m. to 12:30 p.m.
- iii. Break Time - 9:30 a.m. & 2:00 p.m. (15 minutes)

A Wastewater Treatment Plant Operator schedule was implemented which does not alter the assigned non-standard work period, shift time, meal time or break times. During a two-week period, on-call operators will not be scheduled to work on Saturday, Sunday, Monday, or Tuesday prior to going on call. On-call Operators



will work eight (8) hour shifts on Wednesday, Thursday, Friday, Saturday, Sunday, Monday and Tuesday, while assuming on-call duties and the remainder of the work-week assuming regular plant operations/maintenance duties. On-call operators will perform operational duties and routine lab analysis on the weekends.

C. Refuse

- i. Shift Time  
5:00 a.m. to 3:30 p.m. (Automated collections) - 4 day work week  
5:00 a.m. to 1:30 p.m. (Rear load collections) -5 day work week
- ii. Meal Time - 10:00 a.m. to 10:30 a.m.
- iii. Break Time - 7:30 a.m. & 12:30 p.m. (15 minutes)
- iv. Refuse Employees who complete their route early will be required to remain until the end of their scheduled shift.

D. Utility Billing Meter Readers

- i. Shift Time - 8:00 a.m. to 5:00 p.m.
- ii. Meal Time - 12:00 p.m. & 1:00 p.m.
- iii. Break Time - 10 :00 a.m. & 3:00 p.m. (15 minutes)

E. On a rotational basis as determined by management, one (1) employee from Utilities, (one from water), and one (1) employee from Fleet will work 8:00 am to 5:00 pm, with a one hour lunch as close as possible to 12:00 p.m. to 1:00 p.m. The employee from Utilities will also be assigned to the stand-by shift following the 8:00 a.m. to 5:00 p.m. schedule

F. The City will retain the ability to deviate from the schedule to accommodate special projects as needed.

G. Personnel are not required to return to the Corporation Yard for their lunch hour, but may not use City vehicles during their lunch, or at any other time, for personal use.

III. Communications Dispatcher Schedule

Communication Dispatcher and Communications Dispatch Supervisor 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 28 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 28 day work period.

The standard shift for employees working the 3/12 plus 8 plan shall be:

Day Shift: 6:00 a.m. to 6:00 p.m.

Night Shift: 6:00 p.m. to 6:00 a.m.

## 2.3 Overtime

### I. Administration

- A. 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.
- B. 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 relieved or the work is completed whichever is the earlier.

### II. Compensation

Employees shall receive overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee, except as specified below in A, B and C.

- A. Refuse Division employees assigned to the automated route shall receive pay at the rate of time and one-half (T 1/2) when such employee has worked over ten (10) hours per day or forty (40) hours within that work week.
- B. Communications Dispatchers assigned to work the alternative work schedule, hereinafter referred to as the 3/12 plus 8 plan, shall receive overtime for time worked in excess of:
  - i. one duty shift of twelve (12) hours and/or three twelve (12) hour shifts in a thirty-six (36) hour week; or
  - ii. three twelve (12) hour shifts and one eight (8) hour shift in a forty-four (44) hour week at time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off, at the discretion of the Department Head.
- C. Any employee called back to work from scheduled vacation shall receive compensation or compensatory time off at their discretion at the rate of time and one-half (T 1/2) for all hours worked with the minimum call back guarantees.
- D. "Hours Worked" includes all the time an employee is required to be on duty or on the employer's premises or at the prescribed work place, and all times which he/she is permitted to work for the employer. Vacation, sick leave, or other approved leave of absence time is not considered "hours worked" and is not a part of the workweek for overtime purposes.

Holiday time and compensatory time are considered "hours worked" and is considered a part of the workweek for overtime purposes.

Due to the schedule and hours worked by Communications Dispatchers, all hours including sick, compensatory and holiday/vacation hours are counted as hours worked for the purpose of this section.

- E. In the event compensatory time off is used as the method of compensation for overtime, the balance of any banked time off will be taken no later than December 15th of each year.

Employees may cash out in excess of (50) hours during any pay-period. There will be no caps on compensation time for this provision. The number of hours that the employee requests to cash out must be indicated by them on their timesheet. 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 provision will be made only upon written authorization of the City Manager or his/her designee.

In case of disaster, state of extreme emergency or local peril, the overtime procedures herein established, shall not be in effect, and compensation procedures will be determined at that time for such conditions.

### III. 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; and
- 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 schedule, they shall not receive overtime compensation, even if the courses are related to their jobs.

## 2.4 Callback

Employees, on standby, who are called to work overtime from their regular days off or other off duty hours shall receive overtime pay for the minimum of one (1) hour at time and one-half (T 1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed four (4) hours of pay at time and one-half (T 1/2) within any four (4) hour block of time. Overtime immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

Employees not on standby, who are called back to work overtime from their regular days off or other off duty hours shall receive overtime pay for a minimum of two (2) hours at time and one-half (T 1/2) their base hourly rate, or equivalent time off at their discretion, but shall not exceed six (6) hours of pay at time and one-half (T 1/2) within any six (6) hour block of time. Overtime

immediately before or following regularly scheduled working hours will not be subject to a minimum hour guarantee.

## **2.5 Holidays**

### **I. Regular Holidays for Pay Purposes**

The following holidays are recognized as municipal holidays for pay purposes and all regular and probationary employees shall have these days off, except as otherwise provided:

- 1) New Year's Day, January 1
- 2) Martin Luther King Day, the third Monday of January
- 3) Washington's Birthday, the third Monday in February
- 4) Memorial Day, the last Monday in May
- 5) Independence Day, July 4
- 6) Labor Day, the first Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day, the fourth Thursday in November
- 9) The day after Thanksgiving, the fourth Friday in November
- 10) Christmas Eve, December 24
- 11) Christmas Day, December 25
- 12) New Year's Eve, December 31
- 13) Every day appointed by the President of the United States or Governor of California for public feast, Thanksgiving, or holiday and as approved by the City Council.

Employees shall be credited with not more than two (2) floating holidays (16 hours total) to be taken no later than December 15th of each calendar year, at the employee's discretion, subject to staffing needs and with the approval of the department. The floating holidays shall be capped at eight (8) hours each and can be taken in two (2) hour increments. Floating holidays do not roll over from calendar year to the next.

When a holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day named. When a holiday falls on Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named.

Any employee who is absent from work on the day before and/or the day after a holiday shall forfeit the holiday pay unless the absence is taken as approved leave with prior notice. An absence taken as sick leave will be approved only by verification by the supervisor who may require a medical note verifying inability of the employee to work.

### **II. Holiday in-Lieu Time**

- A. Public Works employees assigned to work on a holiday shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.
- B. Public Works Employees

#### Refuse Division:

Due to the health and safety of the citizens of Hanford, the responsibilities of the Refuse Division necessitate the regular pick up of solid waste. Employees assigned to an automated collection (4-10), or traditional (5-8) schedule will not be required to work on recognized holidays as defined below unless the landfill is open.

Refuse workers assigned to automated collection (4-day work week, 10-hour work day) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas and two floating holidays. Refuse employees assigned to automated collection will receive 10 hours per holiday. When a holiday falls on a Friday or Saturday, one day will be added to the employee's compensatory time off bank. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named. When a holiday is observed on any day of the standard work week (M-TH), employees shall work on Friday of that week to make up for the missed day of refuse service. Refuse workers assigned to work on a holiday or an additional day outside of the standard work week shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.

Refuse workers not assigned to automated collection (5-day work week) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas and two floating holidays. Employees shall work the day after Thanksgiving and will receive holiday pay in addition to the hours worked that day at time and one-half (T 1/2). Refuse employees not assigned to automated collection will receive 8 hours per holiday. When a holiday falls on a Saturday, the previous Friday shall be deemed to be the holiday in-lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named. When a holiday is observed on any day of the standard work week (M-F), employees shall work on Saturday of that week to make up for the missed day of refuse service. Refuse workers assigned to work on a holiday or an additional day outside of the standard work week shall be paid overtime at the rate of time and one-half (T 1/2) their base hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.

#### Wastewater Treatment Plant

Wastewater Treatment Plant Operators assigned to an on-call schedule (10-day work week, 8-hour workday) shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and two floating holidays. On-call Operators assigned to work on a holiday shall be paid overtime at the rate of time and one-half (T 1/2) their base

hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the employee for hours worked.

Wastewater Treatment Plant Operators scheduled off Saturday, Sunday, Monday, or Tuesday prior to going on-call, shall observe the paid holidays of New Years, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas and two floating holidays. Prior to going on call, operators shall be paid when a holiday falls on the proceeding scheduled days off (8 hours) at the rate of their base hourly rate or compensatory time off at the discretion of the employee for the observed holiday.

Any employee who is absent from work on the day before and/or the day after a holiday or make up day for Refuse service pick up shall forfeit the holiday pay unless the absence is taken as approved leave with prior notice. An absence taken as sick leave will be approved only by verification by the supervisor who may require a medical note verifying inability of the employee to work.

C. Police Employees

Police employees (except those noted in the section below) 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.

This section does not apply to the following classifications assigned to the Police Department: Administrative Assistant/Technician, Animal Control Technician, Community Enhancement Officer, Office Assistant I/II and Parking Control Officer. These classifications will observe the holidays as outlined in Section I.

- D. For accrued holiday in-lieu time, employees shall receive compensatory time off or pay in-lieu of compensatory time off for holiday in-lieu time as directed by the Department Head.
- E. Whenever a public feast, Thanksgiving, or holiday is appointed as provided in Section 2.5(I)(M) herein, an additional eight (8) hours in-lieu of holiday time will be accrued following the provisions of the subsection A, B, C, and D, shown above.

III. 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. Payments for accrued days in-lieu of holidays shall be at the employee's current rate of pay.

**2.6 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:

- A. From zero (0) through five (5) years:  
3.39 hours per bi-weekly pay period, 88 hours annually
- B. From six (6) through ten (10) years:  
4.62 hours per bi-weekly pay period, 120 hours annually
- C. From eleven (11) through fifteen (15) years:  
5.24 hours per bi-weekly pay period, 136 hours annually
- D. Sixteen (16) or more years:  
6.16 hours per bi-weekly pay period, 160 hours annually

III. Limits of Accrual

Such accrual and credit for all employees may not exceed twice the employee's annual rate of accrual.

IV. Buy Back

Employees shall be able to cash out accrued vacation at an equal amount of vacation time used in the calendar year, but no more than ten (10) days each year.

V. 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 at the employee's then hourly rate. 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.

## VI. Refuse Vacation Scheduling

The Refuse supervisor(s) shall determine how many employees will be granted vacation time off simultaneously, which may be determined based on such factors as absolute number, duty assignment, or other criteria as necessary to maintain effective operations. The Supervisors will have five (5) business days to respond to an alternative or additional vacation request.

In November/December of each year, a vacation calendar shall be circulated among the employees. The calendar shall first be given to the lead collector. He/she shall have the opportunity to schedule vacation time off for the coming year, in whole week or partial week increments, in number up to the employee's current accrual rate (if the accrual rate is three weeks per year, they may only schedule up to three weeks of vacation time, regardless of whether they have additional carry-over time or not).

The calendar shall then pass, in order of seniority, to the remaining employees who will likewise have the opportunity to schedule vacation time, in whole week or partial week increments, up to their then accrual rate. The employees shall not be allowed to schedule vacation time off during a week that has already been claimed by the maximum number established by the Supervisor(s). Once all employees have had a chance to schedule their vacation time, the annual vacation calendar shall be posted in the supervisor's office.

Throughout the year, employees may request alternative or additional vacation time off either in whole week or partial week increments. If the requested time off is available and the supervisor(s) determine that it is operationally feasible to grant the request, the vacation will be added to the calendar. Requests may occur at any time and need not be made within 90 days of the requested day off. Requests that occur throughout the year will be handled on a first-come, first-served basis.

No preapproved vacation will be changed once scheduled.

## 2.7 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 balances 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, 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, 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 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 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.

## 2.8 Catastrophic Leave

The City has established a catastrophic leave bank for use by employees in conformance with the

Catastrophic Leave Policy dated May 6, 2014.

## **2.9 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 dates shall be discussed with the Department Head. In the event that an agreement regarding leave cannot be reached, the employee will resolve the requested leave usage with Human Resources.

## **2.10 [Reserved]**

## **2.11 Tuition Assistance**

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

## **2.12 [Reserved]**

## **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 Uniforms and Allowances**

- A. Effective July 1, 2023, all designated employees in the Public Works and Parks and Community Services Department will be provided a safety shoe and accessories (laces, insoles, etc.) at no cost up to \$225 per person, per fiscal year. Designated employees will be required to wear a safety shoe at all times on the job. City agrees that purchases can be made with any city approved vendor agreed upon by management and employee.
- B. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each employee in the classifications below:

- i. Facilities Maintenance Technician I/II;
- ii. Custodian;
- iii. Construction Inspector I/II;
- iv. Lab Technician I/II;
- v. Fleet Mechanic I/II;
- vi. Senior Fleet Mechanic;
- vii. Senior Custodian;
- viii. Refuse Collector;
- ix. Refuse Service Worker;
- x. Maintenance Worker I/II;
- xi. Utilities Maintenance Workers I/II;
- xii. Senior Maintenance Worker;
- xiii. Sweeper Operator;
- xiv. Heavy Equipment Operator;
- xv. Wastewater Treatment Plant Operator;
- xvi. Senior Wastewater Treatment Plant Operator;
- xvii. Traffic Control Technician;
- xviii. Lab Attendant;
- xix. Landscape Services Technician
- xx. Shop and Parts Specialist

The City shall request from the third-party vendor that all uniforms that are in a condition such as damaged beyond repair and/or unserviceable, worn and/or soiled to an extent in which an employee's appearance reflects poorly on the City, be exchanged as quickly as possible following approval from a supervisor. Should there be a dispute regarding the supervisor's approval/denial the employee shall be able to appeal to the Department Head on the matter.

Non required items, such as City jackets, are not replaced by the City. In the case where non required items are damaged, employees may wear items purchased at their own expense, so long as the clothing is in good condition and does not cause a safety risk. Such items should generally be a solid color without logos of sports teams, political messages, etc.

- C. Exceptions to the above list include the following employee classifications:
  - i. Engineering Technicians, which will have two (2) shirts purchased; and
  - ii. Fleet Mechanics, Facilities Maintenance Technician, Sewer, and Wastewater employees will receive a coverall option in lieu of a standard set of uniforms.
  
- D. The City shall initially supply two (2) hats to those employees in the classifications listed above that want to wear a hat. If a hat is worn on duty, it must be a City hat or a department approved hat. Worn or soiled hats will be replaced on a hat-for-hat basis as determined by the department head.
  
- E. The City shall supply eleven (11) sets of pants and shirts and one (1) jacket to each

employee assigned to the position of Community Enhancement Officer. In addition to that, the City shall provide the Community Enhancement Officer with a pair of boots which will be replaced at minimum on an annual basis.

- F. Within the first month of employment, Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or Office Assistants in the Police and Fire department (unless not required to wear a uniform at the Department Head's discretion,) shall be paid an initial \$400 uniform allowance for the first year of employment. 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.
- G. Communications Dispatchers, Police Service Technicians, Senior Police Records Assistants, Police Records Assistants, Property and Evidence Technicians, Fire Inspectors, Building Inspector I/II, Code Compliance Officers, Animal Control Technicians, Parking Control Officers and the Administrative Assistant and/or Office Assistants in the Police and Fire department shall receive uniform allowances of \$800 the fiscal year paid the first full pay period in July.

## **2.15 Health Insurance**

The City shall pay 100% of the employee-only premium for vision coverage. For dependent and family coverage, the City shall pay 60% of the total vision premium cost.

The City shall pay sixty percent (60%) of the total premium cost of all regular and probationary employees, and their dependents, who elect to take the group health and dental care benefits available to them through the current group plan.

## **2.16 [Reserved]**

## **2.17 Retirement**

- I. "Classic" Employees  
The City shall provide the 3% @ 60 retirement plan as provided under the California Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee's retirement contributions.

- II. "PEPRA" Employees  
The City shall provide 2% @ 62 retirement plan as provided under California

Public Employees (CalPERS) retirement system.

Employees will pay 100% of their share the employee's retirement contribution.

## **2.18 Certification and Training**

The City shall ensure that adequate time and availability of the employee is made to attend all required training prior to the expiration of any required certifications.

All employees, regardless of shift length, are expected to return to work and complete the remainder of their shift unless the location of the training would not allow them to return in a safe, timely and sensible manner. An employee will not be required to use any accrued benefit time and will be credited the length of their regular shift if they are not able to return to work after attending training, as long as the reason for not returning to work is a result of uncontrollable circumstances and approved by that employee's supervisor. When not returning to work after training is a result of illness or other personal reason, then appropriate benefits will need to be used. If the employee is uncertain whether or not to report back to work, they shall check with their supervisor and/or Department Head. The Department Head shall have final discretion. At no time shall an employee's training, travel time and work time exceed their regularly scheduled work day except under one of the following conditions:

1. The combined training and travel time exceeds the length of an employee's regular shift, the employee shall receive overtime pay (the employee shall immediately report this scenario to their supervisor should this occur).
2. The employee and management mutually agree that upon return from training, the employee can report to work and continue an overtime shift, if applicable.

The City will pay for costs associated with completing courses or achieving certifications or licenses, which are required by the City (whether State mandated or City option). If an employee is required to take an examination to obtain a certificate or license, payment for the first examination will be pre-paid by the City. Costs shall include transportation or mileage paid at the IRS approved rate, tuition and fees. The City also agrees to pay the costs associated with renewal for any license or certification so long as it is required. An example of such requirements is the license for certification for water systems operator.

If an employee fails an examination, all costs associated to re-take the examination except transportation or mileage reimbursement which shall be at the employee's expense (does not apply to transportation or mileage).

The City will determine how many and which Utilities Maintenance Worker(s) will be required to obtain and maintain Backflow Tester, Backflow Specialist and Water Sampler A certifications. A two percent (2%) stipend will be paid for each certificate held by those employees required to maintain the certificate by the Department Head.

The City will determine how many and which employees will be required to obtain and maintain

a Certified Access Specialist Certificate. A two percent (2%) stipend will be paid to those employees required to maintain the certificate by the Department Head.

## **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 SEIU. 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 SEIU. "Dues" in this context means any deduction voluntarily authorized by an SEIU member employed by the City.

## **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 – 2.25 [Reserved]**

## **2.26 Travel**

Per City policy, the City shall pay per diem in accordance with the established IRS guidelines. No food receipts will be required for the per diem or commuter allowance. An employee whose travel time for training including drive time consists of over eleven (11) hours in a day will be given the option of an overnight stay at a major chain hotel/motel.

## **2.27 – 2.28 [Reserved]**

## **2.29 Acting Pay**

When an employee is temporarily assigned to a position in a higher classification (employee leaves their current position and assumes the duties and responsibilities of a higher-level classification), they shall have their base salary adjusted to the base pay for the higher classification at Step 1 or the step that provides them with a minimum of a five-percent (5%) increase commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

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.



### **2.30 Longevity Pay**

Upon completion of ten (10) consecutive years of active service with the City of Hanford, employees shall receive two percent (2%) above their base wage in recognition of longevity pay.

Upon completion of fifteen (15) years of active service with the City of Hanford, employees shall receive a total of three percent (3%) above their base wage in recognition of longevity pay.

Upon completion of twenty (20) consecutive years of active service with the City of Hanford, employees shall receive a total of five percent (5%) above their base wage in recognition of longevity pay.

If an employee is on an approved leave and/or a disciplinary leave, time counted towards longevity will continue after the employee returns to paid status, but such leave shall not constitute a "break" in active service as it relates to longevity.

If an employee was previously full-time, transitioned to a part-time position and then was rehired to a full-time position, as long as the employee did not completely separate from employment with the City of Hanford, their previous years in a full-time position will count when calculating longevity pay. Such employees are responsible for notifying their Department Head and/or immediate supervisor in a timely manner if they believe they qualify. No retroactive pay will be provided for untimely notice.

### **2.31 Standby**

Employees including Senior level employees assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty.

Employees on standby must dress and respond to a scene within thirty (30) minutes if a call so requires. All employees shall be eligible to be placed on standby.

The persons in the Utilities, WWTP, Streets, Water and Storm Drainage (when assigned by the Superintendent) shall be provided a vehicle in which to respond to calls when necessary. Take home vehicle shall be subject to Administrative Regulation 1.04 and may not be stored outside of the City Limits.

### **2.32 Shift Differential Pay**

Employees shall receive an additional five percent (5%) above their base hourly rate for the entire shift if fifty-one percent (51%) or more of the employee's assigned shift falls between the hours of 6:00 p.m., and 8:00a.m.

### **2.33 Working Out of Classification**

If an employee is assigned to perform duties that are distinct, separate and normally performed by employees in a different classification (higher or lower) for more than 51% of their working hours as determined by their immediate supervisor, they shall receive a five-percent (5%) increase in their base salary commencing on the eleventh (11th) consecutive business day in a fiscal year. Designated City holidays shall count towards consecutive business days worked.

Working out of class assignment may be discontinued by the supervisor or Department Head at any time; however, an individual employee shall not be rotated in and out of a working out of classification assignment, nor shall multiple employees be rotated through such assignments to avoid providing additional compensation.

Working out of classification pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher classification.

Any working out of classification assignment shall not exceed six months in a fiscal year unless written approval is received by the City Manager.

Any employee who feels they are working out of classification and not receiving compensation for their additional duties may submit supportive documentation to their immediate supervisor and Department Head outlining a detailed listing of all duties performed and the amount of time he/she spends on those duties.

If the Department Head and immediate supervisor do not agree that the additional duties meets the criteria for working out of classification compensation, the Department Head shall render his/her decision and comments in writing within fifteen (15) days after receiving the employees request and supportive documentation.

If the employee does not agree with the decision reached, the employee may appeal their decision by presenting their supporting documents/information to the City Manager. The City Manager shall review and render a decision in writing within twenty (20) calendar days after receiving the employee's appeal. The decision of the City Manager shall be final

### **2.34 Safety Glasses**

All non-clerical general unit employees may be provided one pair of prescription safety glasses through American Optical every two (2) years, at a cost not to exceed \$60. The City will replace a lens only if broken in the line of duty or upon a doctor's recommendation that the current lens presents a safety hazard. Cost of replacement shall not exceed \$60 during the two-year period. The employees are responsible for all professional service costs.

### **2.35 Probationary Period**

All appointments shall be tentative and subject to a probationary period as outlined by Administrative Regulation 1.32 Performance Evaluations.

Communications dispatchers shall be eligible for advancement to step "B" after six (6) months of continuous service with the city.

### **2.36 State Disability Insurance**

State disability insurance is provided, to all employees within this unit at the employee's cost. State disability insurance 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 employee's 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.

### **2.37 Class A and B Licenses**

For all employees required to maintain Class A and B licenses, the City shall pay the difference between Class C and B and Class C and A driver's license renewals as required by the California Department of Motor Vehicles. In addition, the City will continue to pay for DMV physicals for those employees required to have a Class A or Class B driver's license.

### **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 Military Leave**

The City provides military leave consistent with state and/or federal law.

## **2.40 Leave to Vote**

Employees shall be granted time off with pay to vote in any general, direct primary, or presidential primary election consistent with state law. Employees desiring such time off are required to give the appropriate notice required by state law.

## **2.41 Life Insurance**

The City pays the premium for a \$10,000 group life insurance policy for employees represented by SEIU. The City also provides employees an option to purchase additional life insurance at the employee's expense.

Effective January 1, 2023, the City will increase the City provided life insurance policy (amount to be determined).

## **2.42 Agency Shop**

Section 3500 et seq. of the California State Government Code was enacted on September 28, 2000, providing for the implementation of agency shop. The City and the Union were unable to agree upon a negotiated agency shop provision. In conformance with Government Code Section 3500, a secret ballot election was held in the general bargaining unit of the City where a majority of those voting voted in favor of the agency shop provision. The provisions of the California State Government Code Section 3500 et seq. regarding agency shop are hereby incorporated in this MOU, and shall apply to all classifications subject to this MOU.

It is agreed that employees subject to this memorandum of understanding shall have thirty (30) days from their employment date to either join the union and pay union dues or elect to pay the service fee.

## **2.43 Flexible Spending and Voluntary Benefit Plan**

The City agrees to provide a Section 125 plan to employees.

## **2.44 Union/Management Meetings**

Once each quarter, the Union may request a meeting with the applicable Department Head and together or separately with the City Manager on topics other than discipline or grievances. SEIU shall prepare and distribute an agenda to all parties at least one week prior to the proposed meeting.

## **2.45 [Reserved]**

## **2.46 Pregnancy Disability Leave**

The City provides pregnancy disability leave consistent with state and federal law.

## **2.47 Family and Medical Leave**

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

## **2.48 Tool Allowance**

Regular Fleet Mechanics shall receive a tool allowance of \$1,000 per fiscal year, with or without receipts. The tool allowance shall be recorded on the employee's timesheet and accounted for through the payroll system. The employee and/or supervisor is ultimately responsible for ensuring that their tool allowance is recorded on the timesheet in the pay-period that includes July 1st (\$500) and January 1st (\$500). Employees who have passed probation can elect to have a single payment of \$1,000 on July 1st rather than two separate payments so long as they do not exceed the \$1000 in a fiscal year the employee would have otherwise received.

Newly hired Fleet Mechanics shall receive their first tool allowance within thirty days of being hired on a pro-rated basis and will not be eligible for an additional allowance until the following fiscal year. The supervisor is ultimately responsible for ensuring that the tool allowance is recorded on the new employee's timesheet.

## **2.49 Deferred Compensation**

Effective the first full pay-period following ratification and formal approval by City Council, employees are eligible to receive matched employer contributions for deferred compensation up to \$75 per pay-period.

## **2.50 Direct Deposit**

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.

## SECTION 3

### 3.1 Disciplinary Action

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.

#### I. Range of Disciplinary Action

The City shall strive to maintain a system of progressive discipline. However, the final Disciplinary Action imposed will be determined by the seriousness of the offense and any other factors deemed relevant by the Personnel Officer or Department Head. Nothing stated herein requires the City to impose discipline based on prior discipline or lack thereof.

#### 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. Neglect of duty, including failure to meet the standards of performance of the employee 's position;
- C. Insubordination, willful disobedience;
- D. Dishonesty, including falsification of City documents or records, or fraud in securing one's employment;
- E. Drunkenness or intoxication on duty;
- F. Possession, distribution, sale or use, or being under the influence of, illegal drugs while on City property or City business;
- G. Absence without leave;
- H. Conviction of a felony or any crime involving moral turpitude;
- I. Discourteous treatment of the public or other employees, including physical and verbal harm;
- J. Willful violation of safety, endangering property and/or persons;
- K. Misuse, unauthorized use, misappropriation, theft, or sabotage of City property;
- L. Inefficiency or incompetency;

- M. Violation of any of provisions of these Rules, official City policies, and/or departmental rules and regulations;
- N. Refusal to take or subscribe to any oath of affirmation which is required by law in connection with City employment;
- O. Any other acts or omissions either during or outside of duty hours which are incompatible with or unfavorable to the public service.

III. 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. Courtesy copies shall be provided to the union.

Such formal notice shall include the following statements:

- A. The nature of the disciplinary action;
- B. The effective date of the penalty;
- C. The causes therefore;
- D. A plain and concise description of the act or omissions upon which the causes are based;
- E. A statement informing the employee of his/her right to appeal the decision as provided in these Rules;
- F. A copy of the materials upon which the disciplinary action is based; and
- G. Whether the employee will be placed on Administrative Leave, and for what length of time.

IV. Right to Respond - Regular Employees (Skelly Meeting)

Any regular employee shall have the right to respond, with union representation, 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 Rule. After reviewing the employee's response, if any, the authority imposing

discipline shall formally notify the employee in writing of his/her decision to dismiss, modify or impose the proposed discipline.

V. Right of Appeal - Regular Employees

Any regular employee shall have the right of appeal from any disciplinary action under this Rule. 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 such disciplinary action. Failure to file an appeal within such period constitutes a waiver of the right of appeal.

The City Manager or his/her designee shall conduct a hearing as provided in this Rule, unless otherwise provided in an applicable memorandum of understanding or required by law. Except in the case of danger to the public well-being, the employee's safety or other employees' safety, no discipline shall be imposed prior to the completion of the appeals process.

VI. Appeal Hearing and Procedures -Regular Employees

A. Hearing Officer Selection

The employee (or his/her representative) and the City, within five (5) calendar days of the filing 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 time frame, 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 split by the parties unless otherwise required by law.

C. Scheduling the 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 convenience of the City or upon written application of the appellant, for a reasonable period from the receipt of 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

Such hearing shall be conducted in accordance with the provisions of Section 11513 et seq. 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 against, or in support of, the causes. The hearing officer shall determine the need for counsel and the procedures under which the hearing will be conducted. Such procedures shall comply with the state law and the provisions of this Rule. The hearing shall be closed except to necessary parties unless the appellant or employee organization requests, in writing, that the hearing be open to the general public. All witnesses, except the appellant and a City representative, shall be excluded from the open hearing process.

F. Advisory Opinion

The opinion 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 imposed by the City Manager, the hearing officer's opinion shall instead be advisory 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, or a Court of law to any opinion of the neutral hearing officer. If subsequent court proceedings are initiated, the decision of the City Manager or City Council shall be entitled to a presumption of correctness pursuant to *Fukuda v. City of Angels* (1999) 20 Cal.4th 805.

VII. Decision - Regular Employees

A. City Manager

The City Manager shall render a written decision within five (5) work days after receiving the advisory opinion of the hearing officer. The City Manager's decision shall be final and conclusive and shall be the findings of the City. A copy of such decision shall be forwarded to the appellant.

B. City Council

In the event the discipline was imposed by the City Manager, the City Council shall consider the advisory opinion of the hearing officer and shall render a final and conclusive finding of the City within fifteen (15) calendar days of the receipt of the hearing officer's advisory opinion.

C. Failure of Employee to Appear at the Hearing

Failure of the employee 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.

D. Representation

The employee must appear in person at the hearing and may be represented by counsel or another representative. Management or confidential classifications shall not be permitted to represent another City employee or

group of City employees at an appeal hearing.

E. Notice to Witnesses

The City Manager shall cause issuance of subpoenas for the appearances of witnesses for 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. City employees will be allowed to attend as a witness without a loss in compensation.

VIII. Categories of Discipline

A. Major Discipline:

i. Reduction in Salary

The employee is placed at a lower salary step within the current salary range as a result of disciplinary action.

ii. Demotion

The employee is moved from one class to another class having a lower maximum rate of pay as a result of disciplinary action.

iii. Administrative Leave (with pay)

Employees placed on Administrative Leave from municipal service shall forfeit all rights, privileges while on such suspension with the exception of salary, and Group Health and Life Insurance benefits.

iv. Suspension

Employees suspended from municipal service shall forfeit all rights, privileges and salary while on such suspension with the exception of Group Health and Life Insurance benefits. Employees on suspension shall make all monetary contributions to maintain benefits.

B. Minor Discipline:

i. Verbal 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.

ii. Written Reprimand

Employees receiving a written reprimand shall have a copy of the reprimand filed in their permanent personnel record for future reference. An employee's permanent personnel record is his/her personnel jacket maintained in the Personnel Office, except that records for non-sworn Police Department Employees may be maintained in the departmental personnel file. 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.

Minor Disciplinary action imposed is not subject to Chapter 11 unless specified otherwise in a memorandum of understanding applicable to the employee.

**IX. Releasing Information**

The City will comply with state laws regarding public disclosure of disciplinary personnel actions.

## SECTION 4

### 4.1 GRIEVANCE PROCEDURES

#### I. Purpose

This grievance procedure is intended to promote improved employer-employee relations by affording employees, individually or through recognized employee organizations, a systematic means of obtaining further consideration of workplace issues within the scope of this grievance provision after every other reasonable effort has failed to resolve them. Grievances shall be heard and resolved as quickly, informally, and as near to the point of origin as possible.

#### II. Definition of Grievance and Matters Subject to Procedure

A "grievance" is an alleged violation or improper application of these Rules, or other official City policies or departmental rules and/or a current memorandum of understanding, affecting the status or working conditions of City employees, filed by one or more employees, or SEIU.

Any City employee, or SEIU, shall have the right to present a grievance under this Rule concerning matters for which an appeal or grievance procedure is not otherwise provided, or an appeal or grievance is not otherwise prohibited, under other official City policy or procedure.

#### III. Informal Grievance Procedure

An employee must first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor within fifteen (15) calendar days from the date when the grievant knew, or reasonably should have known, of the occurrence of the event giving 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.

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 level.

#### IV. Formal Grievance Procedure

The 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 of 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 this grievance. The decision of the City Manager shall be final.

C. Conduct of Grievance Procedure

The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned in writing.

The employee may request the assistance of another person in preparing and presenting his/her grievance at any level of review. Any City employee, other than those appointed to management and confidential classifications shall be permitted to assist another City employee or group of employees in preparing and presenting a grievance.

Employees shall be free from reprisal for using the grievance procedure.

## SECTION 5

### 5.1 Layoffs Procedures

An employee may be terminated (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 in 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.

#### I. Seniority List

The Personnel Officer shall establish seniority lists by classification based on employees' lengths of service in that classification. Such lists shall be established on a departmental basis.

#### II. Calculation of Length of Service

- A. All hours worked in the classification shall be counted toward seniority provided there has been no break in service. If there has been a break in service, seniority credits will not be granted for time served in the class prior to the break in service.
- B. All paid absences shall be included in the time in service calculations but unpaid absences shall not be included. Authorized leaves of absence shall not be considered breaks in service. Prior lay-off shall not be considered a break in service if rehired within two (2) years of such lay-off.
- C. Employees who promote from one class to another shall maintain their seniority in the 1st class and any time served in the higher class, shall be included in length of service calculations for the lower class.

When two (2) or more employees have the same total length of service in a classification, the employee with the lowest department seniority shall be laid off; in the event there is still a tie, the employee on the later list of eligibles shall be laid off; in the event both employees are on the same list, the employee with the lower rank on that list shall be laid off.

#### III. 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 least seniority being the first separated, except as provided in Subparagraph C (3) below.
- 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: Part-time, probationary, permanent.

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 layoffs, then the lay-off 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.

IV. Voluntary Demotion in Lieu of Lay-Off

An employee scheduled to be laid off may voluntarily demote to a lower class when a lower class has similar duties, responsibilities, and requirements as designated by the City Manager or his designee, providing the total seniority exceeds the total seniority 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 exceeds that of the person occupying that position.

To be considered for voluntary demotion in lieu of lay-off, an employee must notify the City Manager or his designee in writing of this election no later than seven (7) calendar days after receiving notice of lay-off.

V. Re-Employment

A. The City Manager or his designee shall establish re-employment lists by classification and department. Such lists shall contain the names of permanent employees who were laid off or demoted in lieu of lay-off from that class in a given department. Names shall be placed on the lists in order of their seniority in the classification, with the employee having the highest seniority in the class being at the top of the list for re-employment.

B. Names shall remain on the list for a maximum of two (2) years after lay - off or voluntary demotion in lieu of lay-off. While any names remain on the re-employment list for a classification, any position in that classification which becomes available must be filled through the list rather than by hiring a new employee. Any remaining benefits at the time of lay -off shall be restored upon rehire.

C. In the event that no names remain on the re-employment list for a given department and classification, the employee having the highest seniority in the class of any employee on any existing department re-employment lists for that class shall be offered the position. Employees offered positions in departments other than the one from which the employee was laid off may be required to serve a new probationary period.

- D. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.
- E. An employee's name shall be removed from the re-employment list if the employee refuses re-appointment to a position in that classification in the department of last employment, or if the employee fails to reply to an offer of employment within ten (10) calendar days after receipt of such offer, or if after accepting said offer, fails to report for work.



## **SECTION 6**

### **6.1 Conclusiveness**

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 SEIU and the City in a written and signed amendment to this agreement.

The City and SEIU 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 SEIU shall be obligated to meet and confer on any matter:

- I. Whether or not specifically referred to in this MOU;
- II. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
- III. Whether or not the matters were proposed and later withdrawn during negotiations.
- IV. 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 SEIU of its intention to so do. If the SEIU does not respond within ten (10) calendar days from the date of mailing of such notification the City shall assume that the SEIU 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 SEIU will be offered the opportunity to meet and confer as soon as practicable.

### **6.2 Accumulation/Vesting**

The City and the SEIU 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.

### **6.3 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.

#### **6.4 Non-Discrimination Clause**

Both the City and the SEIU 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 SEIU shall interfere with intimate, restrain, coerce, or discriminate against any employee because of the exercise of rights to engage or not engage in lawful SEIU activity.

#### **6.5 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 SEIU.

## SECTION 7

### 7.1 New Employee Orientation

In accordance with Assembly Bill (AB) 119 and Government Code Sections 3555-3559 the Union and City agree to the following:

New Hire Orientations:

- I. During the month of December, the City shall provide the Union Representative with a list of the City's designated pay-period schedule for the following calendar year. Unless an observed holiday, all new hire orientations will take place on the first business day of the pay-period.
- II. Via email, the City shall provide the designated SEIU representative with newly hired employee information. This information will be provided within thirty (30) days of hire. The notification shall include the following:
  - a. Employee name
  - b. Job classification
  - c. Work location
  - d. Phone number
  - e. Personal email address
  - f. Home address
- III. On the day new hire orientation will take place, the City shall allow SEIU to meet with newly hired employees represented by their bargaining group for up to thirty (30) minutes between 4:00pm and 4:30pm. If the new employee elects not to attend, the City shall provide the name, phone number and email address of the Union representative.
- IV. SEIU shall provide the City with information that will be discussed at their meeting to pass on to employees upon request.

Bargaining Group List:

- I. On a quarterly basis, the City shall provide SEIU a list containing the following information:
  - a. Employee name
  - b. Job classification
  - c. Work location
  - d. Phone number
  - e. Personal email address
  - f. Home address

If the City does not have all the information listed above on file, the information that the City has access to shall be provided.

- II. On a monthly basis, the City shall provide SEIU with a list of employees who are no longer represented by the bargaining group due to status change (separation, retirement, move to

another bargaining group, etc.). If no changes have been made from the previous month, no information will be provided.

## **7.2 Bulletin Board Use**

Reasonable space shall be allowed on bulletin boards for use by SEIU to communicate with their represented employees. Inappropriate, discriminatory, libelous, or offensive material will not be permitted. In addition, posted materials shall not be of a partisan political nature, nor shall it pertain to public issues that do not involve the city or its relations to city employees. A copy of the material being posted will be provided to the City Manager or designee within two (2) business days of being posted. Any material posted is subject to the review and approval of the City Manager or designee, and the City reserves the right to remove objectionable material(s).

## **7.2 Use of City Interoffice Mail and Email Systems**

To the extent permissible under the law, SEIU may make reasonable use of the City's interoffice mail and email systems to communicate with represented employees in order to carry out union business and representation in administration of the MOU. Correspondences shall not contain political endorsements for elected officials. Should this or any other violation of City policy in place at the time of MOU ratification by the city occur, the City reserves the right to revoke this provision. Employees must adhere to Administrative Regulation 1.23 – Electronic Device Expectation of Privacy and Monitoring Policy and all information is subject to the Public Records Act.

## **7.3 Union Access Rule**

The Union shall be provided with reasonable access in the workplace for the purpose of meeting with bargaining group employees. Union representatives desiring access to a work location shall request prior authorization from the Department Head or his/her designee and identify the purpose of the visit and names of the Union Representatives who request to visit. Advanced notice of at least two (2) working days shall be provided.

Union representatives are not to disrupt the work of employees in any fashion or solicit Union membership on City time. Access shall be restricted so as not to interfere with the normal operations of any Department or with established safety and security requirements. Union representatives may not utilize employee entrances and in some instances may be required to be escorted into various areas of the workspace at the discretion of the Department Head.

Paid lunches or breaks shall not be considered work time for purposes of this article.

In the event a City Department Head formally objects to Union Representatives visiting a work location, the Human Resources Manager or his/her designee, the Department Head or his/her

designee and the Union will meet to resolve the issue.

Agreed upon September 14, 2022

**For the City:**

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

\_\_\_\_\_/s/  
Chris Tavaréz  
Finance Director

\_\_\_\_\_/s/  
Russ Sterling  
Streets Manager

\_\_\_\_\_/s/  
Sarah Cardoza  
Human Resources Manager

**For SEIU:**

\_\_\_\_\_/s/  
Jose Sigala  
Labor Representative

\_\_\_\_\_/s/  
Robert Anaya  
Refuse Collector

\_\_\_\_\_/s/  
Alex Arias  
Senior Maintenance Worker

\_\_\_\_\_/s/  
Ruth Belmonte  
Code Compliance Officer

\_\_\_\_\_/s/  
Timothy (Lee) Caetano  
Maintenance Worker II

\_\_\_\_\_/s/  
Eugene (Alex) Elszy  
WWTP Operator II

\_\_\_\_\_/s/  
Anthony Flores  
Fleet Mechanic II

\_\_\_\_\_/s/  
Donnie Hernandez  
Landscape Services Technician

\_\_\_\_\_/s/  
Eileen Maness  
Communications Dispatch Supervisor