

SIDE LETTER AGREEMENT #1

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU LOCAL 521)

AND

THE CITY OF HANFORD

for the July 1, 2022 to June 30, 2025 MOU

The City of Hanford (“City”) and the Service Employees International Unit (“SEIU Local 521”) hereby enter into this Side Agreement between the City and SEIU Local 521. This Side Agreement temporarily amends Section 2.31 “Standby” and Section 2.33 “Working Out of Classification”

“2.31 Standby

General Employees

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/worksite 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.

Communications Dispatcher/Supervisor

Communications Dispatcher and Communications Dispatch Supervisors assigned to "Standby Duty" shall be compensated at \$3.00 per hour for each hour of standby duty and shall work any scheduled overtime for that day.

Employees on standby must dress and respond to their worksite within sixty (60) minutes if a call so requires. All employees shall be eligible to be placed on standby.”

“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

In compliance with Commission Regulation 1957 on Public Safety Dispatcher Verbal, Reasoning, Memory and Perceptual Abilities Assessment, employees who have successfully passed the POST Entry-Level Dispatcher Selection Test Battery (or its equivalent) shall be able to perform the duties of a Communications Dispatcher when needed. The employee shall not have to perform 51% of their working hours as a Communications Dispatcher nor will they have to work ten (10) consecutive days to be eligible for the five percent (5%) working out of classification on the eleventh (11th) day. Eligible employees shall receive an additional five percent (5%) of their base salary for each hour worked as a Communication Dispatcher. It is the employee's responsibility to appropriately note it on their timesheet for departmental review and payroll processing."

The changes noted and underlined above is an agreement to address an immediate operational need in the Police Department. It is on a non-precedent setting basis and shall

not establish a past practice of any kind whatsoever with respect to any provision in the parties' Collective Bargaining Agreement. This agreement will no longer be enforceable on July 1, 2025.

Agreed this 9th day of January 2023

For the City:

/s/
Mario Cifuentez
City Manager

For the SEIU:

/s/
Jose Sigala
SEIU Representative