

Memorandum of  
Understanding

City of Hanford and  
S.E.I.U. Local 521

July 1, 2011 – June 30, 2013

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## **Section 1**

### **1.01 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.

### **1.02 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.

### **1.03 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 differences 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. Lay-off employees;
- J. Subject to the provisions of the Meyers-Milias-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 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**

#### 2.01 WAGES

The salary schedule for employees within this unit shall be increased by 9.0% effective the first pay period in July, 2011.

The salary schedule for employees within this unit shall be increased by 1.0% effective the first pay period in July, 2012.

#### 2.02 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

Beginning no later than August 29, 2011:

- A. The Parks and Streets Divisions will work from 6:30 am to 3:00 pm with a thirty (30) minute lunch break from 11:30a.m. -12:00 p.m. Breaks would occur as close as possible to 9:00a.m. & 1:30 p.m.
- B. The Utilities and Fleet Divisions will work from 7:00 am to 3:30 pm with a thirty (30) minute lunch break from 12:00p.m.-12:30p.m. Breaks would occur as close as possible to 9:30a.m. & 2:00 p.m.
- C. Utility Billing employees will remain on an 8:00 a.m. to 5:00 p.m. schedule with a one hour lunch as close as possible to 12:00 p.m. to 1:00 p.m.
- D. On a rotational basis as determined by management, two (2) employees from Utilities, (one from water and one from sewer), 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 two (2) employees from Utilities will also be assigned to the standby shift following the 8:00 a.m. to 5:00 p.m. schedule.
- E. The City will retain the ability to deviate from the schedule to accommodate special projects as needed.
- F. 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.

The parties agree that these work schedules are new and will require review and analysis as to the impact on the residents of the City and the workers. The parties will bring up issues that arise as soon as possible and attempt to resolve them with minor or temporary adjustments.

At the end of one year, the schedules will become permanent unless either party wishes to discuss legitimate problems. The schedules will not be discontinued by the City, within the first year, without good faith attempts to amend or modify legitimate problems with the system first.

The City and SEIU will document any service difficulties, and all service calls made between 3:00 p.m. and 5:00 p.m. as well as other pertinent information.

### III. COMMUNICATIONS DISPATCHER SCHEDULE

Senior Communications Dispatchers and Communications Dispatchers shall work a 3/12 + 8 work schedule.

#### 2.03 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 regular hourly rate or time and one-half (T 1/2) compensatory time off at the discretion of the department head, except as specified below in A, B and C.

- A. Refuse Division employees shall receive compensation or compensatory time off at the discretion of the department head at the rate of time and one-half (T 1/2) over forty (40) hours in a given work week.
- B. Refuse Division employees assigned the automated route shall receive pay at the rate of time and one-half (T 1/2) when such employee has worked four (4) days or forty (40) hours within that work week. Refuse Division employees assigned the non-automated route shall receive pay at the rate of time and one-half (T 1/2) when such employee has worked five (5) days or forty (40) hours within that work week.

Refuse Division employees who are scheduled to work on a scheduled day off shall receive overtime pay at the rate of time and one-half (T 1/2) for actual hours worked on the scheduled day off.



- C. 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 (T1/2) their regular hourly rate or time and one-half (T 1/2) compensatory time off, at the discretion of the Department Head.
- D. Any employee called back to work from scheduled vacation shall receive compensation or compensatory time off at the discretion of the department head at the rate of time and one-half (T1/2) for all hours worked with the minimum call back guarantees.
- E. "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, or other approved leave of absence time is not considered "hours worked" and is not a part of the workweek for overtime purposes.  
  
Sick leave and holiday time is considered "hours worked" and is considered a part of the workweek for overtime purposes.
- F. In the event compensatory time off is used as the method of compensation for overtime, the time off will be taken no later than June 15th of each fiscal year. In the event the employee is denied this provision, he/she will be compensated for such time at the applicable rate of pay. Exceptions to this procedure will be made only upon written authorization of the City Manager.

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.

#### 2.04 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 regular hourly rate, or equivalent time off at the discretion of the Department Head, 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 regular hourly rate, or equivalent time off at the discretion of the Department Head, 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.

#### 2.05 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:

- A. New Year's Day, January 1
- B. Martin Luther King Day, the third Monday of January
- C. Washington's Birthday, the third Monday in February
- D. Memorial Day, the last Monday in May
- E. Independence Day, July 4

- F. Labor Day, the first Monday in September
- G. Veterans Day, November 11
- H. Thanksgiving Day, the fourth Thursday in November
- I. The day after Thanksgiving, the fourth Friday in November
- J. Christmas Day, December 25
- K. Eight (8) hours on either the City work day preceding the Christmas or New Year's holidays.
- L. Employees shall be credited with not more than one floating holiday (8 hour block) 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 head. The floating holiday shall be capped at eight (8) hours regardless of the year used.
- M. 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.

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.

## II. Holiday in-Lieu Time

- A. Public Works employees assigned to work on a holiday shall accrue holiday in-lieu time at a rate of one and one half hour in-lieu time for each hour worked, not to exceed eight (8) hours in one day. If the holiday falls on an employee's scheduled day off, the employee shall be paid holiday time at eight hours straight time.
- B. Refuse workers shall observe the paid holidays of New Years, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas and one floating holiday. When a holiday falls on a Saturday, one day will be added to the employee's vacation leave. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named.

Refuse workers assigned to work on a holiday shall accrue eight (8) hours holiday in lieu time at a rate of one and one half hour for each hour.

- C. Police employees shall receive up to 88 hours of holiday time each calendar year accruing 7.33 hours monthly (3.38 hours each payroll period) in-lieu of paid holidays. Employees may bank up to 60 hours of holiday-in-lieu time. Employees may use this time at the discretion of the department head with due consideration to the employee's needs. Holiday time taken is deducted on an hour for hour basis. Hours accrued above the 60 hours shall be paid at the employee's base hourly rate at time of accrual.
- 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 2.05(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.

## 2.06 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:

- 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. 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 employees 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.

## 2.07 SICK LEAVE

### I. Administration

Sick Leave shall not be considered as a right which an employee may use at his/her own discretion, but shall be granted only upon recommendation of the Department Head. Sick leave shall be allowed and used only in case of necessity and actual personal illness or disability, medical or dental treatment or in case of illness in the immediate family. Immediate family shall mean spouse, parent, child, brother or sister, or any person living in the same household. Employees shall be permitted to use up to forty-eight (48) hours of their accumulated sick leave per fiscal year for doctor and dentist appointments and for the care, due to illness/injury, of any member within their immediate family as defined in this section.

The City Manager may require employees on sick leave to remain off duty until released to full duty by the City Physician, except that in the case of pregnancy, the release to full duty shall be provided by the employee's physician if she does not wish to consult the City's Physician.

## II. Eligibility

Regular and probationary employees shall be eligible to accrue sick leave at the rate of 3.69 hours for each bi-weekly pay period, 96 hours annually. Employees are not eligible to use accrued sick leave until the completion of six (6) months of continuous service. In order to be eligible to use sick leave, the employee shall notify the head of his/her department each day he/she intends to be absent due to illness/disability or as determined by the Department Head.

The employee may be required by his/her Department Head, to file a physician's certificate or a personal affidavit stating the cause of absence or attesting to the employee's ability to resume work.

Sick leave will not be granted for illness occurring during any leave of absence other than sick leave, with these exceptions:

- A. An illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized.
- B. Employees who are on vacation at the time of a death in the immediate family, as defined in Section 2.07 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.

## III. Deduction

Sick leave balances shall be reduced by the actual time not worked to the nearest one-tenth (1/10<sup>th</sup>) of an hour. Absence for illness/medical treatments may not be charged to sick leave yet to be accumulated.

## IV. Forfeiture upon Termination

Employees leaving the municipal service shall forfeit all accumulated sick leave.

## V. Accumulation

Accrued sick leave may be accumulated without limit.

## VI. Application Of Unused Sick Leave To Retirement Benefits

Upon retirement under Public Employees Retirement System, qualifying employees may apply unused sick leave as provided under Section 20965 of the Government Code.

### 2.08 [RESERVED]

### 2.09 BEREAVEMENT LEAVE

Each regular employee shall be granted bereavement leave with full pay not to exceed three (3) days in the event of death in the employee's immediate family as defined in Section 2.07. Bereavement leave shall be extended to five (5) days with full pay if travel is required outside the state of California. For employees on the 3/12 plus 8 plan, the equivalent of one week off shall be granted dependent upon the scheduled workweek.

### 2.10 [RESERVED]

### 2.11 TUITION REIMBURSEMENT

Pursuant to administrative regulation 1.13, regular employees are eligible to receive tuition reimbursement up to \$500 per fiscal year for educational purposes, which shall include advancement to any other position within the City. The administrative regulation as contained herein cannot be otherwise changed except through the meet and confer process.

### 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 & ALLOWANCE

The following classifications shall be required to wear the 'appropriate uniform as defined by the Department Head, and are responsible for reporting to work in a clean and neat fashion.

A. The City shall supply the equivalent of five (5) pants and five (5) shirts to each employee in the classification listed below in July:

1. Facilities Maintenance Technician
2. Custodian
3. Construction Inspector
4. Lab Assistant
5. Lab Technician

6. Fleet Mechanic
7. Lead Fleet Mechanic
8. Lead Custodian
9. Refuse Collector
10. Refuse Service Worker
11. Maintenance Worker I/II
12. Utilities Maintenance Workers I/II
13. Lead Maintenance Worker - Parks
14. Lead Maintenance Worker - Utilities
15. Sweeper Operator
16. Heavy Equipment Operator
17. Wastewater Treatment Plant Operator
18. Senior Wastewater Treatment Plant Operator
19. Traffic Control Technician

B. The City shall supply the equivalent of five (5) shirts to each employee in the classification listed below in July:

1. Building Inspector

C. The City shall supply the equivalent of two (2) shirts to each employee in the classification listed below in July:

1. Engineering Technician
2. Senior Engineering Technician

D. Employees with two (2) or more years of service shall be able to mix shirts and pants, depending upon the job demands, on a unit for unit basis not to exceed the equivalent value of the units for which they are eligible.

Employees with three (3) or more years of service shall have the option of receiving a light or heavy jacket (brown with city logo) in lieu of shirts and pants not to exceed the equivalent value of the unit for which they are eligible.

Fleet mechanic(s) and the Facilities Maintenance Technician will also have the option of receiving coveralls in lieu of shirts and pants not to exceed the equivalent value of the units for which they are eligible.

E. 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.

F. Within the first month of employment, Communications Dispatchers, Police Service Officer, Police Records Assistants, Fire Inspector and the Administrative



Support Technician in the fire department required to wear a uniform shall be paid an initial \$200 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 Officer, Police Records Assistants, Fire Inspector and the Administrative Support Technician in the fire department shall receive uniform allowances of \$400 the fiscal year paid the first full pay period in July. If the Administrative Support Technician in the police department is required to wear a uniform the City shall purchase uniforms as needed, but not to exceed the fiscal year limit.

H. The City will allow employees with three (3) or more years of experience to purchase a pair of safety shoes in lieu of a standard set of shirts and pants as stated above. The City will select a set of approved boots that the employee may choose from. Upon submission of the appropriate paperwork as required by City, the employee will be reimbursed up to \$167.00. Any remaining balance may be applied to shirts or pants if possible to do so without additional expense to the City.

## 2.15 HEALTH INSURANCE

Effective the first full pay period in July 2011, 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, accident, dental care, and life insurance benefits available to them through the current group plan.

## 2.16 [RESERVED]

## 2.17 RETIREMENT

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

Effective the first full pay period in July 2011, employees will pay 100% of their share the employee's retirement contributions which is currently set at 8% of total compensation.

## 2.18 [RESERVED]

## 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. The administrative regulation as contained herein cannot be changed except through the meet and confer process.

## 2.21 – 2.30 [RESERVED]

## 2.31 STANDBY

Effective the first full pay period in July 2011, employees assigned to "Standby Duty" shall be compensated at \$2.80 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 who are able to respond to calls within thirty (30) minutes are eligible to be placed on standby.

The persons in the Utilities Division will be provided a vehicle in which to respond to calls when necessary.

## 2.32 SHIFT DIFFERENTIAL PAY

Employees shall receive an additional five percent (5%) above their regular hourly rate for the entire shift if fifty percent (50%) 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

All out of class assignments for purposes of training shall be under the direct supervision of an employee qualified to perform the duties of the higher level position. Employees assigned to work under direct supervision for training purposes shall not be eligible for working out of classification pay. Trained employees assigned to work out of classification shall receive the salary of the first step of the five (5) step range for the higher classification or a five percent (5%) increase, whichever is higher, beginning the first day of such assignment except that the working out of classification pay cannot exceed the maximum of the top step of the salary range.

## 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 fixed by the Department Head at the time of appointment of not less than six (6) months or more than twelve (12) months. The probationary period may be extended with the approval of the City Manager for a period not to exceed six (6) additional months where the Department Head finds that extraordinary conditions justify such extension.

For the Maintenance Worker I classification the probationary period shall be twelve (12) months. If the employee passes the probationary period, he/she shall be promoted to Maintenance Worker II first step with no probation and be eligible for step increases each year thereafter.

For the Utilities Maintenance Worker I classification the probationary period shall be twelve (12) months. In order to be promoted to Utilities Maintenance Worker II or Wastewater Treatment Plant Worker II, the employee must pass the probationary period and obtain the required certifications within the allotted time.

The probationary period for Communications Dispatcher shall be twelve (12) months. 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 Public Works 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 once every four (4) years. 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 provides a paid up \$10,000 term life policy for each member of the Bargaining Unit.

### 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 at no cost to the City. The City will complete a Request for Qualifications, select a firm, and implement a calendar year plan.

#### 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 TRAINING COMMITTEE

The City and SEIU will establish a committee to discuss and develop training classes to assist the Bargaining Unit in becoming more effective in their own job series or to promote within the City. Classes will endeavor to start in March 2012.

#### 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 up to \$300 per fiscal year, with or without receipts, paid to the employee by a reimbursement system administered through the department.

### **Section 3**

#### 3.01 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.

A. 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.



B. 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.

C. 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 findings 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.

VII. Categories of Discipline

A. Major Discipline:

1. Reduction in Salary

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

2. Demotion

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

3. 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.

#### 4. 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.

#### B. Minor Discipline:

##### 1. 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.

##### 2. 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.

- i. 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

### 4.01 GRIEVANCE PROCEDURES

#### GRIEVANCE PROCEDURE

##### 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**

### **5.01 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.

#### **A. 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.

#### **B. Calculation of Length of Service**

1. 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.
2. 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.
3. 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.
4. 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.

C. Order of Separation

1. 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.
2. 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
3. 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.

D. 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.

E. Re-Employment

1. 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.

2. 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.
3. 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.
4. Any employee laid off for a period of six (6) months or longer will be required to meet City medical standards.
5. 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**

### **6.01 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:



- A. Whether or not specifically referred to in this MOU;
- B. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
- C. Whether or not the matters were proposed and later withdrawn during negotiations.
- D. 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.

#### 6.02 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.

#### 6.03 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.

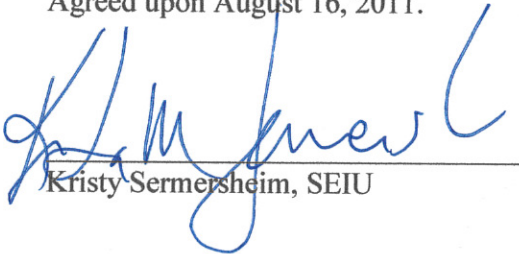
#### 6.04 NONDISCRIMINATION

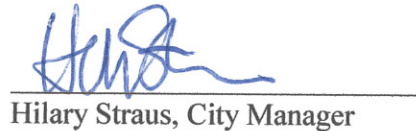
Both the City and the SEIU agree that they shall not unlawfully discriminate against any employee on the basis of age, race, sex, disability/handicap, creed, color, national origin or ancestry, pregnancy, marital status, medical condition or sexual orientation. Neither the City nor the SEIU shall interfere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

6.05 TERM & REOPENER

This MOU shall be effective for the period of July 1, 2011, through and inclusive of June 30, 2013. The provisions of this MOU shall not take effect until ratified by both the Hanford City Council and the general membership of the SEIU. A reopener may occur no later than three (3) months following the conclusion of the ongoing Organizational Study being performed by the Matrix Consulting firm to discuss items related to vacation scheduling of employees at the Police Department.


Agreed upon August 16, 2011.

  
\_\_\_\_\_  
Kristy Sermersheim, SEIU

  
\_\_\_\_\_  
Hilary Straus, City Manager

  
\_\_\_\_\_  
Kevin Blackburn, SEIU Bargaining Team

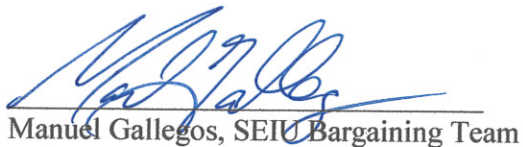
  
\_\_\_\_\_  
Robert M. Dowd, City Attorney

  
\_\_\_\_\_  
Justin Bone, SEIU Bargaining Team

  
\_\_\_\_\_  
Steve Coodey, SEIU Bargaining Team

  
\_\_\_\_\_  
Linda Deeds, SEIU Bargaining Team

  
\_\_\_\_\_  
Greg Herrera, SEIU Bargaining Team

  
\_\_\_\_\_  
Manuel Gallegos, SEIU Bargaining Team

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