

SIDE LETTER AGREEMENT #1 - **AMENDED**

BETWEEN

GENERAL EMPLOYEES MANAGEMENT ASSOCIATION (GEMA)

AND

THE CITY OF HANFORD

for the July 1, 2025 to June 30, 2027 MOU

The City of Hanford ("City") and the General Employees Management Association ("GEMA") hereby enter into this Side Agreement to amend the Memorandum of Understanding ("MOU") between the City and GEMA. This Side Agreement to the MOU amends Section 2.05 "Holidays" and added Section 2.08 "Call Back."

"2.05 Holidays

- A. 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, and shall receive eight (8) hours holiday pay per holiday, except as otherwise provided:
- 1) New Year's Day, January 1
  - 2) Martin Luther King Day, the third Monday in 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 assigned to an alternative work schedule may utilize compensatory (if applicable), management leave (if applicable) or vacation hours to supplement holiday hours.

- B. Regular and probationary employees shall be credited with no more than two (2) floating holidays (16 hours total) to be taken no later than December 15th of each calendar year, at the employees' discretion, subject to staffing needs and with the approval of the department. New employees hired on or after the pay-period containing July 1st shall only receive one (1) floating holiday (8 hours total) to be taken no later than December 15th 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 and has no cash value.

- C. When a paid 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 Sunday, the following Monday shall be deemed to be the holiday in-lieu of the day named.

When Christmas Eve and /or New Year's Eve falls on a Sunday, the following Monday shall be deemed to be the holiday and the Christmas Day and or New Year's Day holiday will be observed on Tuesday.

- D. In the event a paid holiday falls within an employee's vacation period, which would have excused the employee from work and for which no other compensation is made, said holiday shall not be charged as a vacation day.
- E. Any employee, other than Police personnel, scheduled to work on a holiday who reports off sick will be charged sick leave at the appropriate rate, and the holiday time will be accrued.
- F. All exempt employees required to report for work on a City holiday (as determined by City Manager) shall be compensated paid holiday plus straight time for hours worked during a designated holiday.
- G. Compensation at Termination. Regular employees leaving the municipal service shall be paid for 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.
- H. Paid Holiday Closure - City offices (where possible) will be closed to Christmas Eve through New Years Day. Nothing shall prevent a Department Head from requiring employees to work on a holiday. If any employee is required to work during this period when their office is closed or is not permitted to have the time off in their department due to the nature of their position, these employees shall be compensated for hours worked as outlined above in Section F. (exempt employees) or Section 2.04 Overtime (non-exempt employees).
- I. Holiday language as noted above does not apply to those assigned to the position of Communications Dispatch Supervisor. Employees assigned to that position 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. The balance over sixty (60) hours shall be paid out at the employee's current rate upon separation from the City.

~~Regular employees leaving the municipal service with accrued hours in lieu of holidays shall be paid the amount of accrued hours 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."~~

#### "2.08 Call Back

Communications Dispatch Supervisors 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."

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter Agreement shall be incorporated into the MOU as adopted.

Agreed this 25<sup>th</sup> day of August 2025.

For the City:

\_\_\_\_\_/s/  
Chris Tavaréz  
Interim City Manager

For the GEMA:

\_\_\_\_\_/s/  
Robert Buchanan  
President