MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LEMOORE

&

THE LEMOORE POLICE SERGEANT'S UNIT

JANUARY 1, 2011 - DECEMBER 31, 2012

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ARTICLE 1

INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Sergeants Unit, affiliated with the International Brotherhood of Teamsters Union, Local 856, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.

C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.

D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.

E. Existing practices and/or benefits within the scope of representation per the Meyers vs Milias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2

NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability.

ARTICLE 3

RECOGNITION

Section 1 - Definition of Bargaining Unit:

Per the provisions of Rule 22 of the Personnel System Guidelines, the City of Lemoore formally recognizes the Lemoore Police Sergeants Unit, affiliated with the International Brotherhood of Teamsters Union, Local 856, as the exclusive recognized employee organization consisting of all Lemoore Police Sergeants.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4

UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a monthly basis by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within one week of the pay day.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, during the term of this MOU, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If the employee covered by this MOU or the City determines to its satisfaction that the

Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

A. Employees shall also have the right to refuse to join or participate in any employee organization.

B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.

C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability.

D. Any reference in this document to gender is to be construed as applying to both female and male employees.

E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Milias Brown Act).

The Union recognizes that the City has and will continue to retain, whether exercised or not,

the unilateral and exclusive right to operate, administer and manage its Municipal Services and work force performing these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried on during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be

reported on an appropriate time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the Union's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 – Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

Section 7 - Personnel Action:

The City will provide the Union with copies of all Personnel Actions affecting Union members as they are issued. As used in this section, "Personnel Actions" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, promotion notices and termination notices.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

B. Discipline will be applied in a corrective, progressive and uniform manner.

C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

Officers suspended up to a maximum of ten (10) working days may, upon the officer's request and at the Chief's discretion, forfeit vacation designated by the Chief for a period equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the officer and no appeal may be instituted on suspensions where the officer has agreed to the suspended time.

Section 3 – Police Officer's Rights:

It is agreed that the Government code sections 3300 through 3311, commonly referred to as the Police Officer's Procedural Bill of Rights, be included in this Agreement by reference.

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Officers shall not attain department seniority until completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the officer's classification. Officers shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more officers have the same hire date, the order of seniority shall be determined by lottery selection. The names of all officers having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the officer whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An officer shall forfeit seniority rights only for the following reasons:

A. The officer resigned and has not been reinstated within two (2) years of the date of resignation;

B. The officer is dismissed and is not reinstated;

C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report;

D. The officer retires on a regular service retirement.

E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.

B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.

C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.

D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives Effective January 1, 2011
The monthly salary schedule for Sergeant classifications covered by this Agreement shall be shown below. The salary schedule also provides higher base pay rates for classifications with College Degrees. Sergeants will continue to receive a 5% higher base salary for holding an AA/AS Degree and a 10% higher base pay for holding a BA/BS Degree.

Salary Schedule Code	Classification	Salary
371A	Police Sergeant	$4,156
371B	Police Sergeant	$4,369
371C	Police Sergeant	$4,593
371D	Police Sergeant	$4,828
371E	Police Sergeant	$5,075
371F	Police Sergeant	$5,335
381A	Police Sergeant & AA/AS Degree	$4,369
381B	Police Sergeant & AA/AS Degree	$4,593
381C	Police Sergeant & AA/AS Degree	$4,828
381D	Police Sergeant & AA/AS Degree	$5,075
381E	Police Sergeant & AA/AS Degree	$5,335
381F	Police Sergeant & AA/AS Degree	$5,608
391A	Police Sergeant & BA/BS Degree	$4,593
391B	Police Sergeant & BA/BS Degree	$4,828

391C	Police Sergeant & BA/BS Degree	$5,075
391D	Police Sergeant & BA/BS Degree	$5,335
391E	Police Sergeant & BA/BS Degree	$5,608
391F	Police Sergeant & BA/BS Degree	$5,894

Section 2 – Bonuses and Incentives:

A. **Spanish Proficiency Pay**: Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 1.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.

B. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:

1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of $1.50 per hour spent training a designated trainee.

2. Detective: Employees assigned as a Detective will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable

Duty/Assignment Pays will be paid retroactively from the time of ratification to January 1, 2011, less any amount paid for the same duty/assignment during the same period as part of Memorandum of Understanding that expired on December 31, 2010.

C. **One-Time Stipends:** The City will to provide one-time stipends for Officers as per the following schedule:

A stipend in the amount of $100 upon ratification of this Memorandum of Understanding, and;

A stipend in the amount of $100 on December 31, 2011.

D. **Educational Incentive:** Effective through the term of this MOU, the City agrees, that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be $1,500 per year for lower-division coursework and $3,000 per year for upper-division coursework.

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal work day to perform work for the department, except when an employee is called to work one hour or less prior to the employee's work schedule.

When an employee is called back to work, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12

CLOTHING

Section 1 - Uniform Allowance:

A. The City shall provide the following equipment to newly hired Police Sergeants which, upon termination of employment with the Lemoore Police Department, is to be returned to the department:

Two (2) pair of wool or polyester uniform pants

Two (2) L/S wool or polyester uniform shirts

Two (2) S/S wool or polyester uniform shirts

One (1) Tuffy or Windbreaker style coat

One (1) pair Rocky #5066 boots or equivalent shoes

One (1) tie clip

One (1) necktie

Two (2) name tags

One (1) Sam Brown Leather utility belt

One (1) dress uniform belt

One (1) gun holster

One (1) each double leather Magazine Holder

One (1) pair of handcuffs / handcuff case to match

One (1) mace case

One (1) PR-24 baton ring

Four (4) keepers

One (1) rain coat - Protuff #RW I 65P

One (1) felt hat

One (1) each Body Armor

B. In July of each year, the City shall pay a uniform allowance of $900, by separate check, for maintaining said safety equipment.

C. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed $25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed $65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.

B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm upon their date of hire.

ARTICLE 13

ACTING PAY

In the event the Police Chief determines that it is necessary to assign an employee to perform the duties of a *higher* paid merit system classification for a period of more than fourteen (14) consecutive calendar days or more than fifteen (15) calendar days within a thirty (30) calendar day period, the employee shall receive an additional 5% out-of-class pay, paid retroactively to the first day performing the duties.

ARTICLE 14

DISABILITY INSURANCE

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC; the City will facilitate monthly payroll deductions for employees electing this voluntary benefit. Employees are to be responsible for 100% of the premiums.

ARTICLE 15

HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' cafeteria plan for pre-tax benefits, including health insurance, will be equal to 80% of the least expensive health plus dental premium rates available for the employee and all dependents. Employees that decline health coverage will be provided an amount equal to 80% of the employee-only rate within the existing cafeteria plan.

Section 2 – Health and Benefits Committee:

A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.

B. The City agrees that the Union may designate one committee member to represent the interests of the Union.

C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.

D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.

ARTICLE 16

DEFERRED COMPENSATION

The City will continue the employee's deferred compensation contribution of two (2%) percent of the employee's base wage.

Additionally, the City will continue to provide a dollar-for-dollar match, up to 3% of the employee's base wage, for voluntary employee contributions into the deferred compensation program, that are above and beyond the 2% contribution outlined above.

ARTICLE 17

CATASTROPHIC LEAVE

The City will allow employees to participate in the City's Catastrophic Leave Program. Additionally, employees may donate compensatory time to the affected employee as part of the program.

VACATION DONATION PLAN FOR CATASTROPHIC LEAVE

A. Catastrophic leave benefits have been established for City employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of an employee's pay to the

injured or ill employee during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel System Guidelines. Catastrophic leave benefits are contingent on the receipt of donated vacation time and/or compensatory time in the manner described below.

B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the City's Personnel System Guidelines except that, during that portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel System Guidelines and they shall not accrue any leave rights while on catastrophic leave.

C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.

D. An employee is eligible for catastrophic leave when the employee faces injury or prolonged illness (based on medical evidence) of the employee or employee's spouse, parent or child and the employee is absent from work caring for himself or herself or family members.

E. Any City employee may donate vacation time or CTO to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave.

F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the office of the City Manager. The request must provide sufficient information to enable the City Manager to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.

G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits. However, donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the City-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

H. Donations must be a minimum of four (4) hours. The City will convert the donor's vacation or CTO time hours to a dollar equivalent amount. Ninety-five percent (95%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.

I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.

J. Catastrophic leave shall be terminated when one or more of the following occurs:

1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.

2. The employee has exhausted all of his or her rights under the City's Personnel System Guidelines for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.

3. Donated leave credits have been exhausted.
4. Death of the ill or injured employee or subject family member.
5. The employee returns to full-time, active City employment

ARTICLE 18
RETIREMENT

For the term of this MOU, the City will contribute 100% of the employer's and the employee's contributions to the PERS retirement plan. Sworn Officers participate in the 2% @ 50 retirement plan.

ARTICLE 19
HOLIDAYS

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
4 hours Christmas Eve	Christmas Day	4 hours New Year's Eve	

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

In addition to the above Holidays, the City provides employees two floating holidays per fiscal year. These days are provided on July 1 each year and may not be carried to the next fiscal year. Employees serving their probationary period may not use their floating holidays. Floating holidays may be used any time during the year upon approval from a supervisor with exception to the day before or after a City paid holiday. Employees hired after July 1 and before December 31, will receive 1 floating holiday during the fiscal year. Employees hired after December 31 and before July 1, will not receive any floating holidays that fiscal year.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get paid in lieu of the holiday. Safety employees must make their election prior to the beginning of the fiscal year. In-Lieu Holiday Pay is made in two payments annually, during the May and November pay periods. Six Holidays are paid at each period.

ARTICLE 20
VACATION

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Police Sergeants are entitled to an annual paid vacation after completion of continuous service with the City as follows:

Years of Service	Days of Vacation Earned	Monthly Accrual	Maximum Accrual
Up to 2 years	11	7.33 hours	176 hours
After 2 years to 4 years	13	8.67 hours	208 hours
After 4 years to 9 years	15	10 hours	240 hours
After 9years to 14 years	18	12 hours	288 hours
After 14 years	19	12.67 hours	304 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not allow the accrued leave balance to exceed twice his/her annual accrual rate, unless specifically approved in writing by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.

B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.

C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

Employees, in a given 28 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave, but not compensatory time paid) over 160. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of 160 in a 28 day work cycle; however, City is in under no obligation to pay out, in Overtime Pay, more than is allocated in the Police Department's Overtime Budget. In cases where the overtime budget is exhausted, employees will receive Compensatory Time Off.

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 300 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 300 hours, the Chief may request that the employee use accrued compensatory time.

Section 4 - Compensatory Time Cash Out Provisions:

Employees may cash out up to 40 hours of compensatory time per fiscal year; however, City is in under no obligation to pay out more than is allocated in the Police Department's Overtime Budget. Payment of compensatory time in this manner will take place on June 30 and November 30. The election to cash out must be made prior to June 15 in order receive payment on June 30, and prior to November 15 in order to receive payment on November 30. It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

4/10, 5/8 and 12-hour Shift Plans.

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or a twenty-eight (28) day period, twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23

SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 24

TERM OF AGREEMENT

This Memorandum of Understanding is made this First day of January 2011, by the City of Lemoore and Teamsters Union Local 856.

The term of this MOU shall be January 1, 2011, through December 31, 2012. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

One hundred and twenty (120) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than September 1, 2012. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

CITY OF LEMOORE

Jeff Briltz, City Manager

JP Prichard, Administrative Analyst

William C. Douglas, Consultant

SERGEANTS GROUP

Jim Chaney, Police Sergeant

Patrick Mundy, Police Sergeant

TEAMSTERS LOCAL 856

Michael Stow for Joe Lanthier – Secretary/Treasurer Teamsters Local 856