

1.

May 11, 2011

GASE Negotiations

1. 1 year extension
  2. Cesar Chavez Day
  3. Two (2) extra float days
  4. Full day off Christmas Eve
  5. Full day off New Year's Eve
- 1.

**City of Lemoore & GASE**

**MOU Negotiations**

**May 26, 2011**

**City Proposal #1 (corrected)**

**Term –**

3–years to expire June 30, 2014

**Salary -**

No Change

**Overtime Compensation –**

Effective July 1, 2011, paid leave time (vacation, sick leave, CTO, and holiday time off) will no longer be considered hours worked for the purposes of calculating overtime compensation.

**Retirement –**

1. Tier 2, 2% at age 60, will be established for new employees hired on or after January 1, 2012;
2. Effective July 1, 2011, all employees will pay portions of the Employee Contribution to retirement equal to:
  - a. The amount of all future increases in the Employer’s contribution to retirement; plus,
  - b. 1% on July 1<sup>st</sup> of each year;
  - c. For the three-year term of this agreement, said combined contributions (a plus b) will not exceed a total of 5% of pay.

**Health Benefits –**

1. Effective July 1, 2011, the City’s contributions to health insurance will be fixed at: \$358.04 – individual , \$684.57 – two party, and \$884.70 - family;
2. All future increases will be paid by participating employees.

**Holidays –**

1. Effective July 1, 2012, one floating holiday (8-hour) will be added;
2. Effective December 24, 2013, Christmas Eve will be considered a full-day (8-hour) holiday; and,
3. Effective December 31, 2013, New Year’s Eve will be considered a full-day (8-hour) holiday.

**MISC –**

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

*B. The cost of the Mediator shall be split equally between the City and the appellant. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees, transcriptions and attorney fees. (Current Subsection B will become C.)*

GASE & City of Lemoore  
MOU Negotiations  
June 15, 2011

**GASE Counter Offer #1**

**Term –**

2–years to expire June 30, 2013

**Salary -**

No Change

**Overtime Compensation –**

No Change

**Retirement –**

1. Tier 2, 2% at age 60, will be established for **new employees** hired on or after January 1, 2012;
2. Effective for **new employees** hired on or after January 1, 2012, employees will pay portions of the Employee/Employer Contribution to retirement to equal 5%:

**Health Benefits –**

1. No Change

**Holidays –**

1. Effective July 1, 2011, one floating holiday (8-hour) will be added;
2. Effective December 24, 2011, Christmas Eve will be considered a full-day (8-hour) holiday; and,
3. Effective December 31, 2011, New Year’s Eve will be considered a full-day (8-hour) holiday.

**MISC –**

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

*B. The cost of the Mediator shall be split 70/30 between the City and the appellant with the City paying 70% and the appellant paying 30%. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees and transcriptions. However, the winning party has the right to request 50% of their attorney’s fees be paid by the losing party.  
(Current Subsection B will become C.)*

City of Lemoore & GASE

**MOU Negotiations**

**June 15, 2011**

**City Proposal #2**

Term -

3-years to expire June 30, 2014

Salary -

No Change

Overtime Compensation -

Effective July 1, 2011, paid leave time (vacation, sick leave, CTO, and holiday time off) will no longer be considered hours worked for the purposes of calculating overtime compensation.

Retirement -

- 1. Tier 2, 2% at age 60, will be established for new employees hired on or after January 1, 2012;
- 2. Effective July 1, 2011, all employees will pay portions of the Employee Contribution to retirement equal to:
  - a. The amount of all future increases in the Employer's contribution to retirement; plus,
  - ~~b. 1% on July 1<sup>st</sup> of each year;~~ **1% of the Employee's contribution to commence on July 1, 2011**
  - c. For the three-year term of this agreement, said combined contributions (a plus b) will not exceed a total of ~~5%~~ **4%** of pay.

Health Benefits -

- 1. Effective July 1, 2011, the City's contributions to health insurance will be fixed at: \$358.04 - individual, \$684.57 - two party, and \$884.70 - family;
- 2. All future increases will be paid by participating employees.

Holidays -

- 1. Effective July 1, 2012, one floating holiday (8-hour) will be added;
- 2. Effective December 24, 2013, Christmas Eve will be considered a full-day (8-hour) holiday; and,
- 3. Effective December 31, 2013, New Year's Eve will be considered a full-day (8-hour) holiday.

MISC -

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

- B. The cost of the Mediator shall be split equally 70%/30% between the City and the appellant. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees, transcriptions and attorney fees.***  
(Current Subsection B will become C.)

GASE & City of Lemoore  
MOU Negotiations  
June 29, 2011

**GASE Counter Offer #2**

**Term –**

2–years to expire June 30, 2013

**Salary -**

8% salary increase; 4% effective July 1, 2011 and 4% effective July 1, 2012

**Overtime Compensation –**

- 1. No Change

**Retirement –**

- 2. No Change

**Health Benefits –**

- 3. No Change

**Holidays –**

- 1. Effective July 1, 2011, one floating holiday (8-hours) will be added;
- 2. Effective July 1, 2012, one floating holiday (8-hours) will be added;
- 3. Effective December 24, 2012, Christmas Eve will be considered a full-day (8-hour) holiday; and,
- 4. Effective December 31, 2012, New Year’s Eve will be considered a full-day (8-hour) holiday.

**MISC –**

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

*B. The cost of the Mediator shall be split 70/30 between the City and the appellant with the City paying 70% and the appellant paying 30%. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees and transcriptions.  
(Current Subsection B will become C.)*

6

# BENNETT & SHARPE, INC.

*A Professional Corporation*

*Attorneys at Law*

BARRY J. BENNETT  
THOMAS M. SHARPE

2444 Main Street, Suite 110  
Fresno, California 93721

HEATHER N. PHILLIPS  
KATWYN T. DELAROSA  
ANN M. BENNETT

TELEPHONE: (559) 485-0120  
FAX: (559) 485-5823

June 29, 2011

Jeff Britz, City Manager  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245

RE: GASE/City of Lemoore (Conduct of Meet and Confer)  
Our File No.: 2016.1

Dear Jeff:

This office, as you know, represents GASE concerning labor relations with the City of Lemoore. It was reported to me today that the City's negotiators have threatened GASE representatives with the filing of a PERB unfair practice charge because the GASE representatives proposed a wage increase to the City of Lemoore, as part of negotiations, in response to the representations by the City's delegates that "money is not an object" in the City's approach to meet and confer.

I am writing to urge you to direct your representatives to cease such baseless threats. As they should be aware, if you are not, it is not "regressive bargaining" to amend a party's proposal in response to representations made at the table. When the City's delegates openly proclaim that the City has the money to fund positive changes in wages and benefits, they should not be surprised to receive proposals based on those assertions. Further, as Mr. Douglas should be aware, if you are not, PERB has no interest in issuing complaints based on proposals made at negotiations unless those proposals are taken to impasse, in which case PERB will review them.

Mr. Douglas and/or Mr. Prichard suggested to the GASE representatives, in connection with their threat, that they consult with counsel before making proposals to the City. For their information, and for yours, the proposal made to the City was discussed with me before it was made, and there was no reason why it should not be made. Instead of making foolish, and unsupportable threats, the City should focus on trying to reach an agreement based on its own economic realities. I suppose that GASE would be just as much within its rights, should the City continue to impasse on its current proposal, to file charges against the City for attempting to use the "statewide political climate" as the basis for its regressive proposals, when the finances of the City of Lemoore do not warrant them. Such an effort to expand the bargaining unit has repeatedly been held to constitute bad faith bargaining, by a number of agencies.

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Jeff Britz, City Manager  
June 29, 2011  
Page two

Thank you for your attention to this matter. I hope that no further communication along these lines is necessary.

Very truly yours,

LAW OFFICES OF  
BENNETT & SHARPE, INC.



BARRY J. BENNETT  
BJB/mn

cc: Chuck Riddle, GASE (sent by email)  
Janie Venegas, GASE Secretary (sent by email)

6

7

**Bill Douglas**

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**From:** Bill Douglas [bill@centralcaliforniaehc.org]  
**Sent:** Thursday, June 30, 2011 2:27 PM  
**To:** 'Venegas, Mary'; 'getyoursticks@yahoo.com'; 'jknee24@yahoo.com'  
**Cc:** 'Jeff Britz'; JP Prichard  
**Subject:** GASE MOU Negotiations  
**Attachments:** GASE\_City\_No3 6-30-11.doc

Janie Venegas/Chuck Riddle:

Having had additional time to consider GASE Counter Offer #2, and confer with City officials, I am responding as follows:

GASE Counter Offer #2 is without question a major regression from GASE's previous positions. The increase in GASE's demands are clearly an engagement in bad faith bargaining, and as such, an unfair labor practice.

Nevertheless, in the interest of trying to move the process towards conclusion/agreement, attached you will find the City's final offer. It is the City's hope that you will reconsider your position and respond in a positive direction.

Bill Douglas, Consultant  
City of Lemoore

PS: At your earliest convenience, please provide dates/times that you will be available for our next meeting.

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**City of Lemoore & GASE**

**MOU Negotiations**

**June 30, 2011**

**CITY FINAL OFFER (Proposal #3)**

**Term –**

3–years to expire June 30, 2014

**Salary -**

No Change

**Overtime Compensation –**

Effective upon adoption by the Lemoore City Council, paid leave time (vacation, sick leave, CTO, and holiday time off) will no longer be considered hours worked for the purposes of calculating overtime compensation.

**Retirement –**

1. Tier 2, 2% at age 60, will be established for new employees hired on or after January 1, 2012; (*Tentative Agreement*)
2. Effective on the first payday following adoption by the Lemoore City Council, all employees will pay portions of the Employee Contribution to retirement equal to:
  - a. The amount of all future increases in the Employer's contribution to retirement; initial deduction to become effective on the first payday following adoption by the Lemoore City Council, and subsequent contribution increases (if applicable) effective on July 1, 2012, and July 1, 2013; plus,
  - b. 1%, effective on the first payday following adoption by the Lemoore City Council;
  - c. For the three-year term of this agreement, said combined contributions (a plus b) will not exceed a total of 4% of pay.

**Health Benefits –**

1. Effective on the first payday following adoption by the Lemoore City Council, the City's contributions to health insurance will be fixed at: \$358.04 – individual , \$684.57 – two party, and \$884.70 - family;
2. Any future increases will be paid by participating employees.

**Holidays –**

1. Effective July 1, 2012, one floating holiday (8-hour) will be added;
2. Effective December 24, 2013, Christmas Eve will be considered a full-day (8-hour) holiday; and,
3. Effective December 31, 2013, New Year's Eve will be considered a full-day (8-hour) holiday.

**MISC –**

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

*B. The cost of the Mediator shall be split with 70% to be paid by the City and 30% to be paid by the appellant. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees, transcriptions and attorney fees. (Current Subsection B will become C.)(Tentative Agreement)*

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## Bill Douglas

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**From:** Bill Douglas [bill@centralcaliforniaehc.org]  
**Sent:** Tuesday, July 12, 2011 11:08 AM  
**To:** 'Venegas, Mary'  
**Cc:** JP Prichard; 'Jeff Britz'; 'getyoursticks@yahoo.com'  
**Subject:** GASE Negotiations

Janie:

Hope you had a nice vacation.

Just a reminder that we need dates/times to schedule our next negotiation meeting.

Bill Douglas

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# BENNETT & SHARPE, INC.

*A Professional Corporation*

*Attorneys at Law*

BARRY J. BENNETT  
THOMAS M. SHARPE

2444 Main Street, Suite 110  
Fresno, California 93721

HEATHER N. PHILLIPS  
KATWYN T. DELAROSA  
ANN M. BENNETT

TELEPHONE: (559) 485-0120  
FAX: (559) 485-5823

July 12, 2011

SENT BY REGULAR US MAIL

Paul Roose, Supervisor  
State Mediation and Conciliation Service  
1515 Clay Street, Suite 2206  
Oakland, CA 94612

Re: General Association of Service Employees and City of Lemoore  
Request for Mediation  
Our File No.: 2016

Dear Mr. Roose:

This office represents the General Association of Service Employees in connection with labor relations matters with the City of Lemoore. The City and the Association have reached impasse and, by this letter, the Association is now requesting mediation. Please appoint a mediator, and have the mediator contact the parties at his/her earliest convenience to schedule dates. You should be advised that the City of Lemoore's bargaining representatives may be addressed as follows:

Jeff Briltz, City Manager  
City Hall  
119 Fox Street  
Lemoore, CA 93245  
Telephone No.: (559) 924-6700

Thank you for your attention to this matter.

Very Truly Yours,  
LAW OFFICES OF  
BENNETT & SHARPE, INC.

*Katwyn T. DeLarosa*  
KATWYN T. DELAROSA

cc: Chuck Riddle, General Association of Service Employees  
Jeff Briltz, City Manager, City of Lemoore

10

**LOZANO SMITH**  
ATTORNEYS AT LAW  
*Partnering For Excellence In Education And Government*

Jeffrey L. Kuhn  
Attorney at Law

E-mail: [jkuhn@lozanosmith.com](mailto:jkuhn@lozanosmith.com)

July 27, 2011

**By U.S. Mail & Fax: (559) 485-5823**

Katwyn T. DeLaRosa  
Attorney at Law  
Law Office of Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721

Re: Request for Mediation on Behalf of General Association of Service Employees of the City of Lemoore

Dear Ms. DeLaRosa:

Following up on our recent telephone conversation concerning labor negotiations between the City of Lemoore ("City") and its General Association of Service Employees ("GASE"), the City is willing to engage in mediation with GASE at this time, although neither the City nor GASE has tendered a last, best, and final offer and/or declared impasse. As we discussed, mediation is not required by the City's Employer-Employee Relations Resolution ("Resolution"), and so the City's participation in such mediation is completely voluntary, is not a waiver of the impasse procedures required under Section 20 of the Resolution, and should not be viewed as setting any sort of precedent for future actions.

With these points in mind, the City is willing to participate in mediation to be conducted by the State Mediation and Conciliation Service if the mediation can be conducted by no later than August 15, 2011, and if GASE will split the cost evenly with the City.

If this acceptable to GASE, please let me know by August 2, 2011, and provide suggested dates and times for the mediation.

Thank you for your cooperation in this matter.

Sincerely,

LOZANO SMITH



Jeffrey L. Kuhn

JLK/dcs

*A Professional Corporation*

7404 N. Spalding Avenue Fresno, California 93720-3370 Tel 559-431-5600 Fax 559-261-9366

Katwyn T. De La Rosa, Esq.

Re: Request for Mediation on Behalf of General Association  
of Service Employees of the City of Lemoore

July 27, 2011

Page 2

cc: City Council, City of Lemoore  
Jeff Britz, City Manager  
J. P. Prichard, Administrative Analyst  
Bill Douglas, Negotiator

J:\wdocs\01943\015\lra\00227118.DOC

**BENNETT & SHARPE, INC.***A Professional Corporation**Attorneys at Law*BARRY J. BENNETT  
THOMAS M. SHARPE2444 Main Street, Suite 110  
Fresno, California 93721HEATHER N. PHILLIPS  
KATWYN T. DELAROSA  
ANN M. BENNETTTELEPHONE: (559) 485-0120  
FAX: (559) 485-5823

July 28, 2011

Sent by Facsimile (559-261-9366) and Regular US Mail

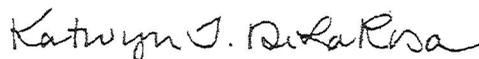
Jeffery Kuhn  
Lozano Smith  
7404 N. Spalding Ave  
Fresno, CA 93720Re: General Association of Service Employees - Request for Mediation  
Our File No.: 2016.1

Dear Mr. Kuhn:

I am in receipt of your letter dated July 27, 2011 regarding the City of Lemoore's willingness to participate in mediation conducted by the State Mediation and Conciliation Service, so long as the General Association of Service Employees will agree to the mediation being conducted no later than August 15, 2011, and splitting the cost.

During our recent telephone conversation, I indicated to you that Mr. Bennett, the lead attorney on this matter, is currently away on vacation. Mr. Bennett will be returning to the office on August 1, 2011. In your letter, you ask for a response by August 2, 2011. Based on Mr. Bennett's date of return, though rushed, it may be possible for him to have a response to you by August 2, 2011. However, I have reviewed Mr. Bennett's calendar, and the two weeks immediately following his return to the office, as I'm sure you can imagine, are quite full. Therefore, the real challenge appears to be scheduling to conduct the mediation prior to August 15, 2011. Without knowing at this time where the client stands on splitting the cost of mediation, I am first inquiring as to whether or not the City would consider agreeing on a deadline for conducting the mediation to a date which extends beyond two weeks.

I too will be out of the office tomorrow, July 29, 2011, therefore further communication regarding this matter may not continue until Monday, August 1, 2011. Thank you for your attention to this matter. Considering the time constraints that accompany the City's willingness to engage in mediation, I hope that we will be able to come to some sort of agreement.

Sincerely,  
LAW OFFICES OF  
BENNETT & SHARPE, INC.

KATWYN T. DELAROSA

cc: Chuck Riddle, General Association of Service Employees

**Bill Douglas**

---

**From:** Marci Nabors [mnabors@bennettsharpe.com]  
**Sent:** Friday, August 12, 2011 1:28 PM  
**To:** 'bill@centralcaliforniaehc.org'  
**Cc:** 'Venegas, Mary'  
**Subject:** GASE and City of Lemoore  
**Attachments:** GASE last, best and final offer.pdf

Mr. Douglas,  
I have attached GASE's last, best and final offer to the City of Lemoore. Thank you.

Marci Nabors, Secretary  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721  
(559) 485-0120 – Telephone  
(559) 485-5823 - Facsimile  
[mnabors@bennettsharpe.com](mailto:mnabors@bennettsharpe.com)

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**BENNETT & SHARPE, INC.**

*A Professional Corporation  
Attorneys at Law*

BARRY J. BENNETT  
THOMAS M. SHARPE

2444 Main Street, Suite 110  
Fresno, California 93721

HEATHER N. PHILLIPS  
KATWYN T. DELAROSA  
ANN M. BENNETT

TELEPHONE: (559) 485-0120  
FAX: (559) 485-5823



**GASE & City of Lemoore**

**MOU Negotiations**

**August XX, 2011**

**GASE Last, Best and Final Offer (Proposal #3)**

**Term -**

2 ½ years to expire December 31, 2013

**Salary -**

6% salary increase, 2% effective on the first payday following adoption by the Lemoore City Council, 2% effective July 1, 2012 and 2% effective July 1, 2013.

**Overtime Compensation -**

No Change

**Retirement -**

1. Tier 2, 2% at age 60, will be established for new employees hired on or after January 1, 2012; (*Tentative Agreement*)
2. No Change with current employees

**Health Benefits -**

1. No Change

**Holidays -**

1. Effective July 1, 2012, one floating holiday (8-hours) will be added;
2. Effective December 24, 2012, Christmas Eve will be considered a full-day (8-hour) holiday; and,
3. Effective December 31, 2012, New Year's Eve will be considered a full-day (8-hour) holiday.

**MISC -**

Section 10.13 of the Personnel System Guidelines will be amended, effective July 1, 2011, to include the following:

*B. The cost of the Mediator shall be split 70/30 between the City and the appellant with the City paying 70% and the appellant paying 30%. Each party shall bear its own costs relating to mediation including, but not limited to, witness fees, transcriptions and attorneys costs. (Current Subsection B will become C.) (Tentative Agreement)*

14

**Bill Douglas**

---

**From:** Marci Nabors [mnabors@bennettsharpe.com]  
**Sent:** Wednesday, August 17, 2011 4:13 PM  
**To:** 'bill@centralcaliforniaehc.org'  
**Cc:** 'Venegas, Mary'  
**Subject:** GASE and City of Lemoore (Our File No. 2016.1)

Mr. Douglas,

I think it is evident from the conduct of the parties, but I do wish to confirm, prior to tomorrow's mediation, that GASE considers the meet and confer process between the parties to be at an impasse. Thank you.

Barry J. Bennett  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721  
(559) 485-0120 – Telephone  
(559) 485-5823 - Facsimile  
[mnabors@bennettsharpe.com](mailto:mnabors@bennettsharpe.com)

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**Bill Douglas**

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**From:** Marci Nabors [mnabors@bennettsharpe.com]  
**Sent:** Wednesday, August 17, 2011 4:46 PM  
**To:** 'bill@centralcaliforniaehc.org'  
**Cc:** 'Rios, Joseph@DIR'  
**Subject:** GASE and City of Lemoore

Gentleman,

I am sorry for the late notice, but I have been advised by GASE President, Chuck Riddle, that he will be unavailable for tomorrow's meeting, due to an urgent need to attend to some personal issues. Apparently, tomorrow is Chuck's day off, and he had planned to attend the session, but he will be unable to do so. Since he was the principal negotiator for GASE during negotiations, the Association is unwilling to participate without his presence.

Once again, I am sorry for the late notice, but we will attempt to reschedule at the earliest mutual convenience of the parties. Thank you for your attention to this matter.

Barry J. Bennett  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721  
(559) 485-0120 – Telephone  
(559) 485-5823 - Facsimile  
[mnabors@bennettsharpe.com](mailto:mnabors@bennettsharpe.com)

cc: Jeff Britz, via facsimile

 **Please consider the environment before printing this e-mail**

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**Bill Douglas**

---

**From:** Bill Douglas [bill@centralcaliforniaehc.org]  
**Sent:** Thursday, August 18, 2011 1:29 PM  
**To:** 'Marci Nabors'  
**Cc:** 'Jeff Britz'; 'jbehrens@lozanosmith.com'; 'JP Prichard'; 'getyoursticks@yahoo.com'; 'Venegas, Mary'  
**Subject:** Gase & City of Lemoore  
**Attachments:** GASE\_City\_LBF\_8-18-11.doc

Barry J. Bennett  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721  
C/O Marci Nabors

Mr. Bennett:

The City of Lemoore was disappointed to receive the last minute cancelation of the mediation session scheduled for today (Aug. 18, 2011). As you recall, the City's agreement to enter into this non-requisite mediation was predicated on completing the process by August 15 (relaxed to August 18 to accommodate schedules). Your cancelation of today's meeting will, therefore, make it impossible to adhere to the Council's conditions for this mediation.

Further, we have received the GASE Last, Best & Final offer with the declaration of Impasse. Following our review of the GASE final, we agree that we are, indeed, at impasse. Attached you will find the City's Last, Best, & Final offer.

In light of your declaration of impasse, the City is setting the Impasse Hearing for the City Council meeting on September 6, 2011 (the 7:30 PM agenda). The City's rules provide that each party to the negotiations present a written statement regarding their respective positions of disagreement. In order to have sufficient time for the distribution of these documents, GASE's report/statement should be received by the City Manager's office no later than Wednesday, August 31, 2011. We will, of course, provide GASE a copy of the City's statement/report when the documents are released for the Council and public's information.

Mediator Joe Rios advised the City, when he appeared this AM for the scheduled session, that he could be available for mediation on August 29, 30, or 31. Therefore, even though we have blown the City Council's timeline, the City is willing and available to participate in a mediation session on any of these dates. If, in fact, the mediation results in a tentative agreement, the City can cancel or continue the September 6 Impasse Hearing. If you and the essential GASE representatives can be available on August 29, 30, or 31, and continue to have an interest in mediation, please let me and Mr. Rios know as soon as possible.

Yours truly,

William C. Douglas  
Labor Relations Consultant  
City of Lemoore

CC: Jeff Britz, City Manager  
Jerome Behrens, City Attorney  
And other

**Bill Douglas**

---

**From:** Bill Douglas [bill@centralcaliforniaehc.org]  
**Sent:** Friday, August 26, 2011 1:33 PM  
**To:** 'Marci Nabors'; 'Venegas, Mary'; 'getyoursticks@yahoo.com'  
**Cc:** 'Jeff Briltz'; 'jbehrens@lozanosmith.com'; 'JP Prichard'  
**Subject:** FW: Gase & City of Lemoore  
**Attachments:** GASE\_City\_LBF\_8-18-11.doc

GASE Representatives:

Having received no responses to the email shown below, I will assume that GASE representative(s) were not interested and/or available to participate in Mediation on August 29, 30, or 31, but will be available to participate in the Impasse Hearing set for September 6, 2011. As a reminder, any documents that you wish to be included in the Council's packet should be received in the City Manager's Office no later than Wednesday, August 31.

Thank you,

William C. Douglas  
Labor Relations Consultant  
City of Lemoore

---

**From:** Bill Douglas [mailto:bill@centralcaliforniaehc.org]  
**Sent:** Thursday, August 18, 2011 1:29 PM  
**To:** 'Marci Nabors'  
**Cc:** 'Jeff Briltz'; 'jbehrens@lozanosmith.com'; 'JP Prichard'; 'getyoursticks@yahoo.com'; 'Venegas, Mary'  
**Subject:** Gase & City of Lemoore

Barry J. Bennett  
Bennett & Sharpe, Inc.  
2444 Main Street, Suite 110  
Fresno, CA 93721  
C/O Marci Nabors

Mr. Bennett:

The City of Lemoore was disappointed to receive the last minute cancelation of the mediation session scheduled for today (Aug. 18, 2011). As you recall, the City's agreement to enter into this non-requisite mediation was predicated on completing the process by August 15 (relaxed to August 18 to accommodate schedules). Your cancelation of today's meeting will, therefore, make it impossible to adhere to the Council's conditions for this mediation.

Further, we have received the GASE Last, Best & Final offer with the declaration of Impasse. Following our review of the GASE final, we agree that we are, indeed, at impasse. Attached you will find the City's Last, Best, & Final offer.

In light of your declaration of impasse, the City is setting the Impasse Hearing for the City Council meeting on September 6, 2011 (the 7:30 PM agenda). The City's rules provide that each party to the negotiations present a written statement regarding their respective positions of disagreement. In order to have sufficient time for the distribution of these documents, GASE's report/statement should be received by the City Manager's office no later than Wednesday, August 31, 2011. We will, of course, provide GASE a copy of the City's statement/report when the documents are released for the Council and public's information.

Mediator Joe Rios advised the City, when he appeared this AM for the scheduled session, that he could be available for mediation on August 29, 30, or 31. Therefore, even though we have blown the City Council's timeline, the City is willing

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and available to participate in a mediation session on any of these dates. If, in fact, the mediation results in a tentative agreement, the City can cancel or continue the September 6 Impasse Hearing. If you and the essential GASE representatives can be available on August 29, 30, or 31, and continue to have an interest in mediation, please let me and Mr. Rios know as soon as possible.

Yours truly,

William C. Douglas  
Labor Relations Consultant  
City of Lemoore

CC: Jeff Britz, City Manager  
Jerome Behrens, City Attorney  
And other

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