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**To:** Lemoore City Council **Item# 6**  
**From:** William C. Douglas, Labor Relations Consultant  
**Date:** November 28, 2012  
**Subject:** Lemoore Police Sergeants Unit Memorandum of Understanding

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**Discussion:**

The current Memorandum of Understanding between the City of Lemoore and the Lemoore Police Sergeants Unit expires December 31, 2012. Negotiations to achieve a successor agreement were commenced on October 3, 2012.

On November 15, 2012, the Lemoore Police Sergeants Unit, represented by Sergeants James Chaney and Margarita Ochoa, and the City of Lemoore, represented by William C. Douglas, Consultant, assisted by JP Prichard, Administrative Analyst and Steve Rossi, Police Commander, achieved tentative agreement on the following terms to be modified or added to a new proposed Memorandum of Understanding (MOU). The agreement is summarized as follows:

1. **Term:** Parties have agreed to a term of two years, with the new MOU to expire December 31, 2014.
2. **Annual Stipend (Bonus):** The City agreed to provide a one-time stipend. The amount of said stipend will be increased to \$250, payable on the first payday following adoption of the MOU by the City Council with an additional \$250 payable January 1, 2014. This provision will expire December 31, 2014. This stipend will be applied only to those Sergeants holding said position on the specific dates provided, and will not be paid or prorated for any person assuming the position/rank after the specified dates.
3. **City's Deferred Compensation Contribution:** The City agreed to increase the maximum of the City's dollar-for-dollar match to the City's Deferred Compensation plan by 1% to a maximum of 4% of the employee's base wage.
4. **Additional 12-hour Block of Paid Leave:** The City agreed that during the term of this MOU each Sergeant will annually receive a 12-hour block of paid leave. Said leave may not accrue beyond the term of this agreement and this provision will terminate December 31, 2014. Further, this leave is not convertible to any other form of leave or compensation.
5. **Sharing of Personnel Notices:** The parties agree to the deletion of MOU Article 7, Section 7, which provides copies of individual members' confidential personnel actions to the Association.

**Budget Impact:**

If approved, the estimated cost increase to the Police Department's budget will be approximately \$5,000 for each of the two years of the proposed MOU.

**Recommendation:**

That the City Council, by motion, approve the Memorandum of Understanding between the City of Lemoore and the Lemoore Police Sergeants Unit for the term of January 1, 2013 through December 31, 2014.