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**Office of the
City Manager**

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Staff Report

ITEM 4-4

To: Lemoore City Council
From: Brooke Austin, Executive Secretary 
Date: July 31, 2014
Subject: Memorandum of Understanding with
General Association of Service Employees

Discussion:

Council is aware that negotiations with the General Association of Service Employees (GASE) have concluded and we have come to agreement on a three-year Memorandum of Understanding (MOU). The GASE representatives and counsel have reviewed the contents of the final draft of the MOU and we now present that agreement, voted on and approved by GASE representatives, for your ratification (see attachment).

The items that changed from the prior MOU are as follows:

Term: Three years; MOU to expire June 30, 2017

Compensation: 1% stipend on base pay, effective July 1, 2014
1% increase in base salary, effective July 1, 2015
2% increase in base salary, effective July 1, 2016

Certificate Pay: Water Treatment Certification
(cumulative to 7.5% max; limited to employees required by the City)
Level 1 – 2.5%; Level 2 – 2.5%; Level 3 – 2.5%

Holiday Leave: Increase of 4 hours each day on Christmas Eve and New Year's Eve (total increase in holiday leave of 8 hours)

Budget Impact:

It is estimated that this MOU, once approved, will increase the cost to the City by approximately \$28,107 in one-time expenses for 2014/2015; \$32,423 for 2015/2016; and \$56,752 for 2016/2017.

Recommendation:

That the City Council, by motion, ratify the MOU with GASE as presented and authorize the necessary budget adjustments to accommodate its ratification.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEMOORE
&
THE LEMOORE GENERAL ASSOCIATION OF SERVICE EMPLOYEES UNIT
JULY 1, 2014 - JUNE 30, 2017**

The Representatives of the City of Lemoore, hereinafter the CITY, and the Representatives of the Lemoore General Association of Service Employees, hereinafter GASE, having met and conferred in good faith, hereby mutually agree to recommend to the City Council of the City of Lemoore and the General Membership of the GASE group, that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions herein be implemented.

1. RECOGNITION

Under the terms of the Personnel System Guidelines, the City of Lemoore formally recognizes the General Association of Service Employees as the exclusive recognized employee organization for the General Service Unit.

2. 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.

3. NON-DISCRIMINATION

Both the City and the Union agree that they shall not discriminate against any employee on the basis of age, race, gender, creed, color, national origin, sexual orientation or ancestry. Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of the rights to engage or not engage in lawful Union activity.

4. DUES DEDUCTION

Prior to the crafting of this MOU, the GASE Unit membership voted to enact an "Agency Shop." To that end, it is mutually agreed that the City will, during the term of this MOU, deduct without charge, dues from the pay of all GASE-covered employees in the amounts determined by the GASE Unit. The GASE Unit agrees not to discriminate against those employees who choose, under Agency Shop, to have their deductions diverted away from the Union. There shall be no more than one deduction per payday period and the City shall remit the total of such monthly deductions to the Union.

5. SALARIES

Classes represented by the Lemoore GASE will receive a 1% (one percent) stipend calculated on base salary effective July 1, 2014. Employees must be on the payroll the date this MOU is adopted by the City Council to receive the stipend. The stipend will be paid in the first pay period following adoption of the MOU.

The schedule of salaries, effective July 1, 2014 will be as follows:

Classification	Range No.	Monthly Amount
Office Assistant I	246	(2229 – 2859)
Police Records Technician	264	(2438 – 3127)
Maintenance Worker I	264	(2438 – 3127)
Office Assistant II	270	(2510 – 3223)
Account Clerk I	271	(2523 – 3239)
Maintenance Worker II	284	(2692 – 3456)
Recreation Specialist	288	(2747 – 3525)
Secretary	288	(2747 – 3525)
Police Evidence Technician	289	(2761 – 3543)
Utility Operator I	289	(2761 – 3543)
Account Clerk II	291	(2789 – 3579)
Community Service Officer	292	(2803 – 3597)
Utility Operator II	309	(3051 – 3914)
Senior Maintenance Worker	310	(3066 – 3934)
Equipment Mechanic	314	(3127 – 4014)
Recreation Coordinator	314	(3127 – 4014)
Accounting Technician	330	(3388 – 4347)
Senior Utility Operator	338	(3525 – 4524)
Senior Equipment Mechanic	338	(3525 – 4524)
Building Inspector	339	(3543 – 4547)
Building Maintenance-Const. Coordinator	342	(3597 – 4616)
Collection System Coordinator	342	(3597 – 4616)

GASE represented employees shall receive a 1% (one percent) salary increase calculated on base salary only effective July 1, 2015. The adjusted salary ranges shall be as follows:

Classification	Range No.	Monthly Amount
Office Assistant I	248	(2251 – 2887)
Police Records Technician	266	(2462 – 3159)
Maintenance Worker I	266	(2462 – 3159)
Office Assistant II	272	(2536 – 3255)
Account Clerk I	273	(2549 – 3271)
Maintenance Worker II	286	(2719 – 3490)
Recreation Specialist	290	(2775 – 3561)
Secretary	290	(2775 – 3561)
Police Evidence Technician	291	(2789 – 3579)
Utility Operator I	291	(2789 – 3579)
Account Clerk II	293	(2817 – 3615)
Community Service Officer	294	(2831 – 3633)
Utility Operator II	311	(3081 – 3954)
Senior Maintenance Worker	312	(3096 – 3974)
Equipment Mechanic	316	(3159 – 4054)
Recreation Coordinator	316	(3159 – 4054)
Accounting Technician	332	(3422 – 4391)
Senior Utility Operator	340	(3561 – 4570)
Senior Equipment Mechanic	340	(3561 – 4570)
Building Inspector	341	(3579 – 4593)
Building Maintenance-Const. Coordinator	344	(3633 – 4662)
Collection System Coordinator	344	(3633 – 4662)

GASE represented employees shall receive a 2% (two percent) salary increase calculated on base salary only effective July 1, 2016. The adjusted salary ranges shall be as follows:

Classification	Range No.	Monthly Amount
Office Assistant I	252	(2295 – 2946)
Police Records Technician	270	(2510 – 3223)
Maintenance Worker I	270	(2510 – 3223)
Office Assistant II	276	(2588 – 3320)
Account Clerk I	277	(2601 – 3337)
Maintenance Worker II	290	(2775 – 3561)
Recreation Specialist	294	(2831 – 3633)
Secretary	294	(2831 – 3633)
Police Evidence Technician	295	(2845 – 3651)
Utility Operator I	295	(2845 – 3651)
Account Clerk II	297	(2873 – 3687)
Community Service Officer	298	(2887 – 3705)
Utility Operator II	315	(3143 – 4034)
Senior Maintenance Worker	316	(3159 – 4054)
Equipment Mechanic	320	(3223 – 4135)
Recreation Coordinator	320	(3223 – 4135)
Accounting Technician	336	(3490 – 4479)
Senior Utility Operator	344	(3633 – 4662)
Senior Equipment Mechanic	344	(3633 – 4662)
Building Inspector	345	(3651 – 4685)
Building Maintenance-Const. Coordinator	348	(3705 – 4756)
Collection System Coordinator	348	(3705 – 4756)

Certificate Pay:

City provides premium pay for possession of the following certificates and/or licenses, effective July 1, 2008:

1. California Class B Driver’s License 3%
2. California Contractor’s License 5%
3. Completion of Apprenticeship in “union trades” (max. of 2 from this group)
 - a. Electrician 2%
 - b. Plumber 2%
 - c. HVAC 2%
 - d. Carpenter 2%
4. State Certificate for Insecticide/Pesticide Application 2%
5. Water Backflow Certificate 2%
6. Water Treatment Certification
 - Level I 2.5%
 - Level II 2.5%
 - Level III 2.5%

Water Treatment Certification pay shall be cumulative for a total of 5% for Level II and 7.5% for Level III. In no case shall Water Treatment Certification Pay exceed 7.5%. The City shall limit the number of employees eligible for Water Treatment Certification Pay to the number of employees required by the City to be Water Treatment certified.

7. Microsoft Office Certificate	1%
8. Microsoft Certified Engineer (Hardware and Software)	4%
9. ASE Certified Mechanic	5%
10. Fluency in Spanish	1.5%

In order to receive the certificate pay listed above, which will be calculated on the base pay schedule and before any educational incentive is applied, the following conditions must be met:

1. The City will cease paying for any of the training or testing, or travel expenses, except where the training may be reimbursable through the *Tuition Reimbursement Program* in effect as per the Personnel Guidelines.
2. Training and testing required to maintain Water Treatment Certification will be paid by the City, in which the City will be responsible for making all funding arrangements. Employees will be required to attend educational opportunities as directed by the City, and pass all tests. Retesting for any reason will be the sole financial responsibility of the employee.
3. Any combination of Certificate Pay (items 1 through 11 above) may not exceed 10%. However, College Degree Incentives described in section 16.B will be paid in addition to certificate pay, regardless of total. Both will be calculated on the base pay and not cumulative.
4. The Certificate/License must be applicable to the current job/assignment of the employee. For example, the City will not compensate an Account Clerk for a Class B license, and likewise will not compensate a maintenance worker in the refuse department for a Microsoft Certification.
5. The Certificate/License must be valid. If the license/certificate lapses, the premium pay will terminate until the certificate or license is renewed/reactivated, and evidence of the renewal is provided to the City.
6. The Certificate/License (or official proof thereof) must be in the possession of the employee and a copy provided to the City to keep on record before the premium can be paid.
7. Spanish Language Fluency will be tested and/or verified in a manner to be determined by the City.
8. Additional Premium Pay Certificates may only be added to the list by formal amendment to the Memorandum of Understanding.

Out-of-Class Pay:

An employee who is temporarily assigned to perform the majority of the functions of a position in a different classification for more than 10 consecutive business days shall receive out-of-class pay as follows:

1. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step A) of the higher position's pay range.
2. Employees working out-of-class must be assigned to do so by their supervisor with the approval of the department head.
3. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
4. Out-of-class assignments are limited to situations where the department head has a documented need to fill in temporarily.
5. Under this provision, out of class pay will be paid retroactively beginning day 1, so long as 11 or more consecutive business days are worked.

Salary Step Increase – Merit:

It is understood and agreed that salary movement throughout the 6-step salary range is dependent upon merit. This is consistent with the rules for administration of the City's compensation plan and means that employees must not only complete the necessary amount of time at a given step but must also be performing satisfactorily at the time of the required performance review.

6. RETIREMENT

- A. Classic Members – Employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible to participate in the CalPERS retirement system under the conditions set forth by the 2% at 55 Miscellaneous Plan. The City will continue to pay, for the terms of this MOU, 100% of the employer and employee contributions.
- B. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible to participate in the CalPERS retirement system under the conditions set forth by the 2% at 62 Miscellaneous Plan. These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently at 6.25% of salary.

7. HEALTH INSURANCE

- A. The City's contribution will remain at 70% of the least expensive health plus dental premium rates available to employees. Employees that decline all coverage will be provided an amount equal to the employee-only rate within the existing cafeteria plan.
- B. Employees who take PERS retirement within 120 days of retiring from the City of Lemoore may continue to be covered by the same health insurance program and provisions as active employees. Premiums will be paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

C. Health and Benefits Committee:

1. The City and the Union agree to continue using the Health Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
2. The City agrees that the Union may designate one committee member to represent the interests of the Union.
3. 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.
4. Unless the Union representative notifies the City of a disagreement, per section 3 above, the parties agree that the Committee process will fulfill all meet and confer obligations.

8. STATE DISABILITY INSURANCE (SDI)

The City agrees to continue to pay the SDI premium on behalf of the employee.

9. HOLIDAYS

A. Designated Holidays for general employees are as follows:

Two (2) Floating Holidays

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day

Floating Holidays are explained further in section 9.C.

B. Holiday Pay

Any employee required to work on any of the Holidays identified in Section 9.A above, excluding Floating Holidays, will receive Holiday Pay. Holiday Pay is defined as a premium pay computed at the rate of 1 1/2 hours pay for every hour worked in addition to regular pay received.

C. **Floating Holidays**

1. The Floating Holidays will be accrued by all regular employees as of the first day of each Fiscal Year.
2. The Floating Holidays cannot be used the day before or the day after an existing holiday.
3. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Employees hired after July 1, but before December 31 will be given credit for one Floating Holiday, effective January 1. Employees hired after January in a fiscal year will receive no Floating Holiday for that fiscal year, but will be credited with two (2) Floating Holidays on July 1 of the following fiscal year.
4. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.
5. If the Floating Holidays have not been taken by the end of the fiscal year in which they were accrued, they will be forfeited back to the City; in other words, Floating Holidays are built upon a "use it or lose it" basis.

10. **SICK LEAVE**

- A. Full time employees paid on a monthly or annual basis shall accrue paid sick leave at the rate of one day for each full calendar month of the employee's service, starting on the date of hire.
- B. An employee may accumulate an unlimited number of sick leave credit days.
- C. Use of sick leave is governed by the City's Personnel System Guidelines.

11. **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 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 to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave or CTO.
- 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. In the event the employee is requesting time to care for a sick family member, but has not exhausted his or her personal sick leave bank due to the limitations of Family Sick Leave (see Personnel System Guidelines Section 15.2.C), is in all other ways eligible, and the City Manager has determined such leave qualifies as catastrophic and determined that Paid Family Leave (a State Disability Insurance benefit) is likely to be granted from the State, the employee may exhaust personal sick leave under the following limited conditions:
 - 1. The employee must first qualify for Paid Family Leave, or completed the application for Paid Family Leave with the reasonable assumption of qualification. Personal sick leave may be used to make up the difference between the Paid Family Leave Insurance benefit and the employee's full wage. Family Leave benefits that are awarded retroactively to the employee will be reimbursed to the employee's sick leave bank if personal sick leave was used in the interim.
 - 2. Once the employee has exhausted the six-week Paid Family Leave benefit, the employee may use personal sick leave for family care until accumulated sick leave is fully exhausted, subject to the limitations of Section 11.C. above limiting total leave taken (personal sick and donated vacation combined) to no more than six (6) months during any twelve (12) month period.
- I. Donations must be a minimum of four (4) hours. The City will convert the donor's vacation 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.

- J. 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.
- K. 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.

12. VACATION

- A. Employees who have completed their probationary period and are at regular employee status are eligible to use accrued vacation time. Vacation time is accrued monthly from time of hire. Accrual schedule is shown below:

YEARS OF SERVICE	DAYS OF VACATION PER YEAR	MONTHLY ACCRUAL	MAXIMUM ACCRUAL
Up to 2 years (0 to 24 months)	11	7.33 hours	176 hours
After 2 to 4 years (25 to 48 months)	13	8.67 hours	208 hours
After 4 to 9 years (49 to 108 months)	15	10.0 hours	240 hours
After 9 to 14 years (109 to 168 months)	18	12.0 hours	288 hours
After 14 years (169 months and above)	19	12.67 hours	304 hours

The Department Head must approve use of vacation time. It is advisable that employees submit vacation requests as far in advance as possible. There will be times when vacation time requests cannot be granted due to scheduling conflicts.

- B. Use of vacation is governed by the City's Personnel System Guidelines.
- C. Vacation accrual shall be capped as provided in the City's Personnel System Guidelines. The parties agree that no employee shall be permitted to accrue additional vacation time once the cap is reached, unless said employee can demonstrate that she/he made a reasonable attempt to use accrued vacation prior to reaching the applicable cap, and was unreasonably denied time off by the City, in which case the employee shall be granted an additional three (3) months to use said vacation, and shall continue to accrue vacation during said three months. If the employee has still been unable to gain approval for the use of vacation after the additional three months, the City shall pay the employee a cash amount equal to the value of all accrued vacation hours that exceed the cap, and shall continue to pay until the employee is able to use sufficient vacation hours to bring his or her balance under the cap.

13. OVERTIME

- A. Overtime pay shall not be granted or paid except where specifically provided herein without prior approval of the Department Head. In lieu thereof, compensatory time off shall be granted to employees for all work performed in excess of their regularly scheduled workweek when such work is performed with the prior approval of their supervisor.
- B. The cap shall be ninety (90) hours.
- C. General Employees - The first ten (10) hours of overtime compensation per month shall be paid either in money or in compensatory time off, at the option of the employee.
- D. General Service employees who, in a given standard work week, will receive overtime compensation for all hours worked (or compensated for with sick leave, vacation, compensatory time, etc.) over 40 except when the claimed overtime and the paid leave time occur on the same day, and eight (8) hours or fewer were actually worked. All overtime hours worked must be approved by a supervisor.

14. CALL BACK

General Service Employees called back for emergency non-scheduled work after the conclusion of the regular duty periods shall receive a minimum of two hours call back paid at time and one-half. (For purposes of determining whether or not callback time is paid at the overtime rate, sick leave, vacation leave and comp time off will count as time worked).

15. STAND-BY PAY

- A. Employees of the City assigned to make themselves available for unanticipated call-back during hours outside their normal work schedule will be provided a pager and will be required to make themselves available to respond to work within a reasonable amount of time, if called.
- B. Any employee assigned stand-by duty and who does not respond if called in a reasonable amount of time or is not fit for duty if called will be subject to disciplinary action.
- C. The City agrees to compensate employees assigned to stand-by at the rate of \$1.25 for each hour so assigned. (Stand-by pay will cease if/when an employee is removed from duty and will recommence when an employee returns to stand-by status).
- D. The City will determine which employee(s) will be assigned to stand-by duty.
- E. The City agrees to provide a take home vehicle to be rotated to the employee assigned to weekend on-call duty in accordance with the City's Vehicle Use Policy.

16. EDUCATION INCENTIVE

- A. General Service Employees who attend courses, which will assist them in performing their City functions or which will prepare them for higher City positions in the same

or closely related field shall be eligible for reimbursement of 100% of the tuition and their registration costs of such education as well as for the actual cost of books and other materials required for the course.

1. Approval of tuition and other reimbursements must be made by the City Manager prior to the employee registering for the course. Actual reimbursement shall be upon successful completion of the approved course.
2. Educational programs where a degree may be sought and which have prior approval of the City Manager are subject to the following:
 - a. The maximum City reimbursement shall not exceed \$750 annually for lower division course work. A course taken by an employee with less than 60 semester units or the equivalent will be considered lower division regardless of the institution at which the course is taken.
 - b. The maximum City reimbursement shall not exceed \$1500 annually for upper division course work. A course taken by an employee with more than 60 semester units or the equivalent will be considered upper division only if taken from a four-year institution.
 - c. Employees who begin a year in lower division status and attain upper division status during the year shall be reimbursed a total annual amount not to exceed the upper division maximum of \$1500.
- B. Employees shall receive a 2.5% incentive (calculated on their base pay) per month for possessing an AA/AS Degree and a 5% incentive (calculated on their base pay) per month for possessing a BA/BS Degree in a field related to the employee's current classification.
- C. The Associate's Degree Incentive and the Bachelor's Degree Incentive are not cumulative for employees that possess both. A maximum 5% educational incentive can be added to base pay for the term of this MOU. Degree Incentives will be paid in addition to any Certificate Pay, which is capped at 10% base pay.

17. UNIFORM ALLOWANCE

- A. The City agrees to continue to provide \$500 annually to the non-sworn Police Department employees that are required to wear uniforms. Said allowance will be payable at the same time and in the same manner as it is paid to Police Officers of the City. The Uniform Allowance is paid in advance at the beginning of each fiscal year. Any employee covered in this paragraph and hired after the beginning of the fiscal year will not receive a Uniform Allowance until the beginning of the next fiscal year. The following non-sworn employees are required to wear uniforms:

Community Service Officers

Police Records Technicians

Police Evidence Technician

- B. The City agrees to pay \$100 per year boot / shoe allowance, payable by separate check with July paycheck prorated (by quarter) for employment for previous 12-months for the following classifications:

Maintenance Worker I & II	Senior Maintenance Worker
Equipment Mechanic	Senior Equipment Mechanic
Building Inspector	Collection Systems Coordinator
Utility Operator I & II	Senior Utility Operator
Building Maintenance-Construction Coordinator	

- C. The City agrees to provide uniforms and the maintenance of such uniforms, up to a maximum of \$500 per year, for all of the positions listed in 17B above, except for the position of Building Inspector. The value of such uniforms is reportable to CalPERS for classic members only.

18. WORK SCHEDULES

- A. Schedule changes will only be instituted due to operational changes, such as seasonal workload/safety concerns, etc. Temporary operational issues may require non-standard shifts of limited frequency.
- B. Except in case of an emergency, the City will provide a minimum of 30 days written notice to GASE and all affected employees of any proposed change in work schedules, including shift changes. The parties agree to meet and confer prior to altering schedules or shifts.
- C. New standard schedules will be in effect for a minimum of four months.
- D. If rotational, all affected employees will be part of the rotation. If shifts vary within the division, choice of shift will be given by seniority (based on time in division), subject to minimum operational requirements.
- F. Standard schedule will be limited to the following options:

8 Hour Day Schedules

Days	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Hours - Option 1	8	8	8	8	8		
Hours - Option 2		8	8	8	8	8	
Hours - Option 3			8	8	8	8	8

4 - 10 Schedule

Days	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Hours - Option 1	10	10	10	10			
Hours - Option 2		10	10	10	10		
Hours - Option 3			10	10	10	10	
Hours - Option 4				10	10	10	10

9 & 4 Schedule

Days	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Hours - Option 1	9	9	9	9	4		
Hours - Option 2	4	9	9	9	9		
Hours - Option 3		9	9	9	9	4	
Hours - Option 4		4	9	9	9	9	
Hours - Option 5			9	9	9	9	4
Hours - Option 6			4	9	9	9	9

8 & 4 Schedule

Days	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Hours - Option 1	8	8	8	8	4	4	
Hours - Option 2	4	4	8	8	8	8	
Hours - Option 3		8	8	8	8	4	4
Hours - Option 4		4	4	8	8	8	8

Residential Automated Refuse Drivers would be limited to either an "8 Hour Day Schedule" or a "4 - 10 Schedule" as defined above.

19. GRIEVANCE PROCEDURES

The grievance procedures are stated in Rule 11 of the City's Personnel System Guidelines.

20. DISCIPLINARY ACTION: DEFINITION

The disciplinary procedures are stated in Rule 10 of the City's Personnel System Guidelines.

21. FUTURE BARGAINING

It is understood and agreed by the parties that all future bargaining shall be undertaken with due consideration to total compensation of employees.

22. ACCUMULATION / VESTING

The City and the Union 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 rights beyond the termination date of this MOU.

23. MAINTENANCE OF OPERATION - CONCERTED ACTIVITY

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, the Union agrees that as of 12:01 of the first calendar day immediately following the legal ratification of this MOU by the City Council, through June 30, 2017 and inclusive of meeting and conferring on a successor agreement to this MOU, neither the Union, nor any combination thereof, shall cause, authorize, engage in, encourage,

or sanction a work stoppage, slow down or picketing 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 labor organization or 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 I 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.

The Union recognizes the duty and obligations of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by Paragraph I of this Article, the Union agrees to exercise its full resources and abilities to assure compliance with this MOU.

24. CONCLUSIVENESS

It is understood and agreed that all documents, including but not limited to Ordinances, Resolutions, Policies and Procedures, Employee Rules and Guidelines, which relate to employee wages, hours and other terms and conditions of employment which are presently in effect, become part of this MOU by reference.

It is further agreed that for the term of this MOU, neither party may be compelled to meet and confer with the other concerning any matter, specifically the subject of any clause of this Agreement; except that the City may change a written practice or policy incorporated into this MOU by reference or an unwritten practice by giving written notice to the Union of its desire to do so. If the Union responds within ten (10) calendar days of the date of mailing or service of written notice that it wishes to meet and confer on the matter, the City and the Union shall do so forthwith.

25. MANAGEMENT RIGHTS

- A. The Union recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code.
- B. 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.
- C. 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.
- D. The exclusive rights of the City shall include but not be limited to, the right to:
 - 1. determine the organization of City Government and the mission of its constituent agencies;

2. 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;
 3. exercise control and discretion over its organization and operation through its managerial employees;
 4. establish and effect Rules and Guidelines consistent with the applicable law and the specific and express provisions of this MOU;
 5. establish and implement standards of selecting City Personnel and standards for continued employment with the City;
 6. direct the work force by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action;
 7. relieve its employees from duty because of lack of work, funds or for other reasons;
 8. determine whether goods or services shall be made, purchased or contracted for; and,
 9. otherwise act in the interest of efficient service to the Community.
- E. The Union recognizes and agrees that the City retains its rights to take whatever action it deems appropriate during an emergency, including suspension of the terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City and is expressly excluded from the provisions of any grievance procedure. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decision 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.

25. SAVINGS CLAUSE

If any article or Section of this MOU or an Addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding rules, regulations, law or order by a governmental authority other than the City, such Article or 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 Article or Section. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section.

26. TERM OF MEMORANDUM

Except where otherwise specifically stated, the provisions of this MOU shall be effective for the period of July 1, 2014 through and inclusive of the period of meeting and conferring on a successor agreement, or June 30, 2017, whichever is later.

After June 30, 2017, either party may terminate this agreement by providing written notice to the other party, provided that meeting and conferring has concluded.

The provisions of this MOU shall not take effect, however, until ratified by both the City Council and the general membership of the Unit.

RATIFICATION SIGNATURES

***Original on File**

CITY OF LEMOORE

**GENERAL ASSOCIATION OF
SERVICE EMPLOYEES**

Jeff Laws, City Manager

Mike Rosas, President

Brooke Austin, Executive Secretary

Debbie Santos, Treasurer

Susan Wells, Consultant

Irene Ford, Secretary