



5/5/2020  
City Council Meeting

Handouts received after  
agenda posted

# COVID-19 Update & Fiscal Impact on California Cities

League Members Briefing  
April 24, 2020

# Key Takeaways

- **Cities are bracing for a nearly \$7 billion general revenue shortfall over the next two fiscal years**
- **This shortfall will grow by billions of dollars if COVID-19 stay-at-home orders extend into the summer months and beyond**
- All cities, regardless of size and geography, are impacted
- Cities most severely impacted are **those with high dependencies on sales taxes and transient (hotel) occupancy taxes (TOT)**

# Key Takeaways

- Over 90 percent of cities report they are considering **cutting/furloughing city staff or decreasing public services**, and 72 percent of cities report they may take **both** actions
- Cities project deep impacts to core services due to revenue shortfalls and deferred revenues, **regardless of size and geography** - 84 percent of cities report that police services will be adversely impacted
- Given current and projected revenue shortfalls and disrupted cash flow, cities will **need fiscal assistance** to stabilize local government operations

# Projected Revenue Shortfall

- Together, **cities face a nearly \$7 billion general revenue shortfall over two fiscal years**
  - **57 percent of the shortfall** is attributed to the **decline in sales tax** revenue (including local add-on rates and countywide transportation sales taxes allocated to cities)  
Sales Tax accounts for approximately 25.6% of the City's unrestricted/undesignated funding for FY20.

Current estimates for FY20 Sales tax are down \$100,000 from budgeted revenues.  
Updates for sales tax projections are expected in the coming weeks.

- **27 percent of the shortfall** is attributed to the **decline in transient (hotel) occupancy tax (TOT) revenue**
- Additional losses are attributed to declines in revenues from business taxes and licenses, parking and admissions taxes and fees, property transfer taxes, franchises etc.  
TOT accounts for only 3% of unrestricted/undesignated revenues in FY20.

# Projected Revenue Shortfall

- **Impact to general revenues and reserves**

- The impact of COVID-19 on cities' annual general revenues and reserves will be significant
- On average, cities will face a 5.3 percent decline of general revenues. Some cities will face upwards of 20 percent decline of general revenues through FY 20-21 (analysis does not account for declines in fee revenues).
- Through FY 2020-21, the impact on reserves will be significant with reductions of over 40 percent on average and for some cities, complete depletion
- Additional losses in FY 2021-22

Property Taxes account for approximately 32.7% of unrestricted/undesignated revenues. As unemployment rises, it is possible that the City will see negative impacts to Property Tax revenues in FY21 and beyond.

# Sales Tax Extension and Deferrals

- **Governor's Executive Order provides 90-day extension for first quarter filings**
  - Businesses with returns of <\$1 million get extra 3 months to file (July 31, 2020).
  - Provides additional 60 days to file refund claims
- **CA Dept of Tax and Fee Admin. (CDTFA): 12-month, interest free, \$50,000 deferral**
  - Response to tens of thousands of requests for relief (breaching one hundred thousand)
  - Small businesses can enter into payment plans to distribute up to \$50,000 of sales tax liability over a 12-month period, interest-free

All but six (6) of Lemoore's sales tax generating businesses are eligible for this program.

# Impact of Sales Tax Extension and Deferrals

- **Statewide estimated impact**

- Delay of \$300-600 million of city revenues statewide (highly dependent on utilization)
- Delay and deferrals include local 1% Bradley Burns and add-on sales taxes  
[This is the City's 1% allocation of sales tax.](#)
- CDTFA will apply the \$50,000 deferral proportionally to the TOTAL effective rate in each city/counties jurisdiction (ranges from 7.25-10.5 percent)
- CDTFA will continue remitting revenues not deferred or delayed

- **Impact to general revenues and reserves**

- Add to the significant impact of COVID-19 on cities' annual general revenues with a combined average decline of 15.5 percent to a high of 44 percent.
- **Reserves will be impacted significantly by an average decline of 44 percent, and for some cities, twice as much as their available reserves.**



# What Cities Need from State and Federal Government

- Direct and flexible Assistance to address the budget impacts of COVID-19 (revenue shortfalls and increased expenses).
- An allocation of the State CARES Act funding for cities with populations under 500,000.  
Currently no relief for cities under 500,000.
- Short-term financing vehicle to support cash flow needs of local governments.

Thomas Reed  
1060 Par Avenue, Lemoore  
817-7234

Mayor Neal, Council Members

First, I would like to express my thanks to City Manager Nathan Olson for the re-opening of the golf course. You have given the residents of Lemoore and Kings County the opportunity to enjoy the out-of-door, get some exercise and to play the game many of us love.

A retired Fresno Judge in Fresno is casting doubt on whether lawsuits against California's shelter-in-place order could be successful in court. He says of the lawsuits: "This would neither be an effective use of time or money."

We must tread very carefully down this road, lest at some future date "safety" is used to further restrict our God given rights. It's not the government's job to protect my health. It's the government's job to protect my RIGHTS! It's my job to protect my health. When you trade liberty for safety, you end up losing both. (Source unknown)

Why is it that some businesses can remain open and others must close? It does not appear that employees of what is called "essential business" have been infected at a great rate than others.

It seems as though this Council has chosen to go with the option of restricting "our" rights instead of protecting them.

I will continue to remind you that there is a building next door that will provide ample room for social distancing. The Governor's charge to limit gatherings to 10 or fewer falls flat when we have more than that at grocery stores, Home Depot, Walmart, Target and others.

I encourage you to open Council Meetings to the public.

Thomas R. Reed  
02/21/2020

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF LEMOORE**  
**&**  
**THE LEMOORE GENERAL ASSOCIATIONS OF SERVICE EMPLOYMENT UNIT**  
**JULY 1, 2020 – JUNE 30, 2021**

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, ancestry, or any other protected class under applicable law. 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**

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 bi-weekly 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 seven (7) business days of the last pay day of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

5. **EMPLOYEE RIGHTS**

A. Employees shall have the right to join and participate, or to refuse, in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the

U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.

- 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, or any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying all employees regardless of gender.
- 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, where the employee's actions or speech is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

6. **SALARIES**

Lemoore General Association of Service Employees Unit shall be paid in accordance with the City Council approved salary schedule.

A. **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% | Completion of |
|    | Apprenticeship in "union trades" (max. of 2 from this group) |    |               |
|    | a. Electrician   | 2% |               |
|    | b. Plumber   | 2% |               |
|    | c. HVAC  | 2% |               |
|    | d. Carpenter   | 2% |               |

3. Water Treatment and/or Water Distribution Certification

The City will provide certificate pay in the amount of 2.5% for each water and/or wastewater certificate achieved, up to a maximum of 7.5% for the following certificates:

Water Treatment

Water Distribution

## Wastewater Collection

Certificates achieved must be a requirement of the employee's position, and the City may limit the number of employees eligible for Water and/or Wastewater Certification Pay to the number of employees required by the City to be certified.

	Level I	2.5%
	Level II	2.5%
	Level III	2.5%
7.	ASE Certified Mechanic	5%
8.	Fluency in Spanish	1.5%

**For the term of this agreement, the City shall not pay any additional certificate pay for any individual who was not already receiving certificate pay as of June 30, 2020 due to budget constrictions.**

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 mechanic 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.

**B. Out-of-Class Pay:**

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities
4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class while the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.
5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.
8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

**C. 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.

**7. RETIREMENT**

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 contribution and 3% of the employee contribution to PERS

- A. 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.

8. **HEALTH INSURANCE**

- A. The City's contribution to the employees' health benefits covered by the City's health insurance plan will equal up to \$1475.00 monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly from the employee's gross paycheck.
- 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.

D. **Health Opt-Out Benefit :**

The City no longer provide health opt-out benefits to new employees or to those who do not currently receive the health opt-out benefit. Currently, will be defined as those employees receiving the health opt-out benefits as of October 15, 2017. Employees who currently receive the health opt-out benefit, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt-out benefits payments shall remain at the same rate of \$359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

9. **STATE DISABILITY INSURANCE (SDI)**

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

10. **HOLIDAYS**

- A. Designated Holidays for general employees are as follows:

Two (2) Floating Holidays  
New Year's Day  
Presidents' Day  
Independence Day  
Veteran's Day

Martin Luther King, Jr. Day  
Memorial Day  
Labor Day  
Thanksgiving Day

Day After Thanksgiving Day                      Christmas Eve Day  
Christmas Day    New Year's Eve Day  
Floating Holiday 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**

- a. Employees shall earn 40 hours of floating holiday each fiscal year.
- b. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- c. Floating holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- d. Floating holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of floating holidays is required prior to utilizing the floating holiday leave. The use of floating holidays may not require additional overtime costs in order to accommodate the leave.
- e. The Floating Holidays must be used within the Fiscal Year in which they are accrued. 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.
- f. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

**11. SICK LEAVE**

- A. Full-time employees paid on a bi-weekly basis shall accrue paid sick leave bi-weekly, 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.

**13. 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 bi-weekly from time of hire. Accrual schedule is shown below:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0-24 months of service	11	3.38 hours	176 hours
25 to 48 months of service	13	4.00 hours	208 hours



49 to 108 months of service	15	4.62 hours	240 hours
109 to 168 months of service	18	5.54 hours	288 hours
169 to 239 months of service	19	5.85 hours	304 hours
240 months and above	20	6.15	320 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.

#### 14. **OVERTIME**

- A. Overtime pay shall not be granted or paid except where specifically provided herein without prior approval of the Department Head.
- B. The compensatory time (comp time) cap shall be ninety (90) hours. Any employee who has reached the maximum allowed compensatory time, shall be paid out any and all remaining hours above the ninety (90) hour cap at one and one half times their salary.
- C. General Service employees who, in a given standard work week, will receive overtime compensation for all hours worked (or vacation,) 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.

#### 15. **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, vacation leave will count as time worked).

An employee receiving stand-by pay who is called back to work shall not earn call back and stand-by pay for the hours worked. No more than 24 hours of time shall be compensated on a single day.

#### 16. **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.

The City agrees to compensate employees assigned to stand-by at the rate of \$22.00 per day for each day they are on stand-by. If an employee is assigned to less than 8 hours stand-by for any given day, the rate shall be \$11.00.

- C. The City will determine which employee(s) will be assigned to stand-by duty.
- D. 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.

## 17. **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.

## 18. **UNIFORM ALLOWANCE**

- A. The City agrees to pay \$200, per fiscal year, boot/shoe allowance, payable by voucher or reimbursement upon presentation of a valid receipt for the following classifications:

Equipment Mechanic I/II  
 Building Inspector  
 Coordinators  
 Maintenance Worker I & II  
 Senior Water/Wastewater Utility Operator  
 Utility Operator I & II

- B. The City agrees to provide uniforms and the maintenance of such uniforms, up to a maximum of \$700 per year, for all of the positions listed in 178 above, except for the position of Building Inspector. The value of such uniforms is reportable to CalPERS for classic members only.

## 19. **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 nonstandard shifts of limited frequency.
- B. Except in case of an emergency, the City will provide a minimum of 14 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.
- E. Standard schedule will be limited to the following options:

### **8 Hour Day Schedule**

Days	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
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 Hour Day Schedule**

Days	Mon	Tues	Wed	Thur	Fri	Sat	Sun
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 Hour Day Schedule**

Days	Mon	Tues	Wed	Thur	Fri	Sat	Sun
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 Hour Day Schedule

Days	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
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

### 20. **GRIEVANCE PROCEDURES**

The grievance procedures are stated in Rule 1 I of the City's Personnel System Guidelines.

### 21. **DISCIPLINARY ACTION: DEFINITION**

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

### 22. **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.

### 23. **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.

### 24. **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.

### 25. **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.

26. **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.

27. **HOME BUYER'S PROGRAM**

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of ten thousand dollars (\$10,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home, the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,000.00 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2. After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis city-wide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$10,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

28. **SAVINGS CLAUSE**

If any 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.

29. **TERM AND REOPENING OF MEMORANDUM**

The term of this MOU shall be one fiscal year from July 1, 2020, through June 30, 2021. 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. In January 2021, either party can reopen this Agreement for good faith negotiations with respect to salary, CalPERS contributions, and benefits in the event of revenue increase or decrease.

Ninety (90) 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 March 15, 2021. 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.

\* \* \* \* \*

**RATIFICATION SIGNATURES**

**\*Original on File**

**CITY OF LEMOORE**

\_\_\_\_\_  
Mary Lerner,  
Agency Negotiator

\_\_\_\_\_  
Michelle Speer  
Asst. City Manager/ASD

**GENERAL ASSOCIATION OF SERVICE EMPLOYEES**

\_\_\_\_\_  
Juan Diego Lopez  
Bargaining Unit Negotiator

\_\_\_\_\_  
Martiza Jones  
Bargaining Unit Negotiator

\_\_\_\_\_  
Irene Ford  
Bargaining Unit Negotiator

\_\_\_\_\_  
Steven Ramirez  
Bargaining Unit Negotiator

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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 Officers Association, 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-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.



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## ***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, physical disability, or any other protected class under applicable law.

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## ***ARTICLE 3***

### **RECOGNITION**

#### **Section 1 - Definition of Bargaining Unit:**

The City of Lemoore formally recognizes the Lemoore Police Officers Association as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Officers and Corporals.

#### **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.

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## ***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 bi-weekly 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 seven (7) business days of the last pay day of the month. It is agreed that the City assumes no liability for

any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

## **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, 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 employees 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.

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## **ARTICLE 5**

### **RIGHTS OF PARTIES**

#### **Section 1 - Employee Rights:**

- A. Employees shall have the right to refuse to join or participate in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-

representation shall not have any union dues or union-related fees deducted from their salary.

- 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, any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying to all employees regardless of gender.
- 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, where the employee's actions or speech, while acting in their official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

## **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.

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## ***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 conducted 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 bargaining unit'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.

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***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.

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### ***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.

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## ***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.

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### ***ARTICLE 10***

#### **COMPENSATION**

##### **Section 1 – Salary and Educational Incentives:**

Employees represented by the Lemoore Police Officers Association (POA) shall be paid in accordance with the City Council approved Salary Schedule.



## Section 2 – Bonuses and Incentives:

- A. **Longevity Bonuses:** Effective through the term of this MOU, the City will continue to provide longevity bonuses for Officers as per the following schedule:
- i. \$5,000 upon completion of the 5<sup>th</sup> year of consecutive service
  - ii. \$5,000 upon completion of the 10<sup>th</sup> year of consecutive service
  - iii. \$5,000 upon completion of the 15<sup>th</sup> year of consecutive service
  - iv. \$5,000 upon the completion of the 20<sup>th</sup> year of consecutive service
  - v. \$5,000 upon the completion of the 25<sup>th</sup> year of consecutive service  
(retroactive to officers who have passed the 20<sup>th</sup> year.)
- B. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% 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.
- C. **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 \$2.00 per hour while actually spent training a designated trainee.
  2. Narcotics Task Force: Employees assigned as to the Narcotics Task Force will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
  3. Gang Task Force: Employees assigned as to the Gang Task Force will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
  4. Detective: Employees assigned as a Detective will receive a premium pay equal to 3.5% 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.
  5. Youth Development Officer: Employees assigned as a Youth Development Officers will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.
  6. Motorcycle Officer: Employees assigned as a Motorcycle Officers will

receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.

7. Canine Officer: Employees assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.
8. POP Officer: Employees assigned to Problem-Oriented Policing will receive a premium pay equal to 3.5% of their base pay for the duration of the assignment.

- D. **Tuition Reimbursement:** 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.

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## *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 three (3) 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 workday 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 three(3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

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## *ARTICLE 12*

### **CLOTHING**

## **Section 1 - Uniform Allowance:**

- A. The City shall provide the following equipment to newly hired Police Officers and Corporals:

- One pair pants – B Class (style #74326 - Midnight Navy)
- One long sleeve shirt – B Class (style #72345 - Midnight Navy)
- Two short sleeve shirt- B Class (style #71177 - Midnight Navy)
- One pair Class A pants (Midnight Navy)
- One long sleeve Class A shirt (Midnight Navy)
- One Double Duty jacket (style #48096 - black)
- One pair boots (black)
- One Tie with tie bar
- Two name tags
- One duty belt with all department issued equipment
- One body armor vest

Upon separation of employment with the Lemoore Police Department, all duty gear and other assigned gear shall be returned, as well as all City patches.

- B. For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police jacket, or optional type jacket approved by the Division Commander, one (1) pair winter gloves. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Replacement of motorcycle boots due to normal wear and tear will be based on approval by the Division Commander. All other uniform related replacement will be the responsibility of the motor officer and will fall under the annual uniform allowance stipend.
- C. Officers assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.
- D. Officers assigned to Gang Task Force will be provided two (2) sets of complete uniforms and a tactical vest required of their assignment. Uniform replacement after initial assignment will be the responsibility of the individual officer and shall fall under the annual uniform allowance stipend.

For the term of this Agreement only, the City shall pay a uniform allowance of \$1200, by separate check, for maintaining said safety equipment. The uniform allowance shall be paid the last pay period of November 2020.

- E. 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, ammunition, and carrier upon their date of hire.

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## ***ARTICLE 13***

### **ACTING PAY**

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

- 1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
- 2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
- 3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities

4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class with the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.
5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.
8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

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#### **ARTICLE 14**

#### **DISABILITY INSURANCE**

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC. Employees are to be responsible for 100% of the premiums.

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#### **ARTICLE 15**

#### **HEALTH INSURANCE AND CAFETERIA PLAN**

##### **Section 1 – Premium Shares:**

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1475.00 monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly from the employee's gross paycheck.

## **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.

## **Section 3 – Health Insurance Opt-Out:**

The City will no longer provide health insurance opt out benefits to new employees or to those who do not currently receive the insurance opt out. “Currently” will be defined as those employees receiving health insurance opt out benefits as of October 15, 2017. Employees who currently receive health insurance opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health insurance opt out benefit allocations shall remain at the same rate of \$359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

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## ***ARTICLE 16***

### **DEFERRED COMPENSATION**

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. The City match will be capped at 3%.

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## ***ARTICLE 17***

### **CATASTROPHIC LEAVE**

- 1.

- a. Catastrophic leave benefits have been established for City employees 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 the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the 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 Rules 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. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.**
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank

must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, 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.

- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.
- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. 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.
- l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
- m. 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.
- n. Catastrophic leave shall be terminated when one or more of following occurs:
  - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
  - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from



catastrophic leave.

- iii. Donated leave balance has been exhausted.
  - iv. Death of the ill or injured employee or subject family member.
  - v. The employee returns to full-time, active City employment
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## ***ARTICLE 18***

### **RETIREMENT**

#### **Section 1 – Classic Members:**

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee’s Retirement System (CalPERS) as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.
- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit (“classic employees”) shall commence paying 2% (two percent) of the cost of the employee’s contribution currently paid by the City. The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.

#### **Section 2 – New Members:**

- A. Sworn officers hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRA shall participate in the 2.7% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by

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**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
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King, Jr. Day

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.

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. Employees must make their election to receive Holiday-In-Lieu pay prior to the beginning of the fiscal year. Holiday-In-Lieu benefits shall be compensated in the pay period in which the holiday occurs.

**FLOATING HOLIDAYS**

Additionally, the City shall provide the following with respect to Floating Holiday:

- a. Employees shall earn 40 hours of Floating Holiday each fiscal year.
- b. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- c. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- d. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the Floating Holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.
- e. The Floating Holidays must be used within the Fiscal Year in which they are accrued. 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.

- f. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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## ***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:**

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

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0-24 months of service	11	3.38 hours	176 hours
25 to 48 months of service	13	4.00 hours	208 hours
49 to 108 months of service	15	4.62 hours	240 hours
109 to 168 months of service	18	5.54 hours	288 hours
169 to 239 months of service	19	5.85hours	304 hours
240 months and above	20	6.15	320 hours

Vacation accruals will occur on a bi-weekly basis.

#### **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

- B. since original regular appointment, excluding any time prior to a break in service. 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.

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### ***ARTICLE 21***

#### **OVERTIME PROVISIONS**

##### **Section 1 - Overtime Hours:**

The work day for members shall be 8, 10 or 12 hours. Pursuant to Section 7(k) of the FLSA, the City has established a 14 day work period for law enforcement personnel. Employees, in a given 14 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave) over 80. 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 80 hours in a 14 day work cycle.

##### **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:**

For the term of this Agreement only, employees may cash out up to 35 hours of compensatory time per fiscal year; however, City is 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 the last pay period of November.

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.

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### ***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 twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

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### ***ARTICLE 23***

#### **SEVERABILITY 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.

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### ***ARTICLE 24***

## **HOME BUYER'S PROGRAM**

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of fifteen thousand dollars (\$15,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first. Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,500.00 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2. After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis citywide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$15,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the public safety employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

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## ***ARTICLE 25***

### **TERM OF AGREEMENT**

The term of this MOU shall be one fiscal year from July 1, 2020 through June 30, 2021. 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.

In January 2021, either party can reopen this Agreement for good faith negotiations with respect to salary, CalPERS contributions, and benefits in the event of revenue increase or decrease. In the event that it is determined that the members of the bargaining unit have an option to opt out of paying into Social Security, then either party can reopen this Agreement for good faith negotiations prior to January 2021, for the sole purpose of discussing participation in social security.

Ninety (90) 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 March 15, 2021. 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**

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Mary Lerner  
Agency Negotiator

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Michelle Speer  
ACM/ASD

**ASSOCIATION OFFICERS**

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Mark Pescatore  
Bargaining Unit Negotiator

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Jonathan Moritz  
Bargaining Unit Negotiator

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Brett Ward  
Bargaining Unit Negotiator

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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, 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 Milius-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.

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*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, or any other protected class under applicable law.

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### ***ARTICLE 3***

#### **RECOGNITION**

##### **Section 1 - Definition of Bargaining Unit:**

The City of Lemoore formally recognizes the Lemoore Police Sergeants Unit 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.

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### ***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 bi-weekly 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 seven (7) business days of the last pay day of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

##### **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.

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## **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 and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.
- 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, any other protected class under applicable law.

- 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, where the employee's actions or speech, when acting in an official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

## **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 Miliias 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.

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## ***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.

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## ***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.

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## ***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.

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## ***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.

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## *ARTICLE 10*

### **COMPENSATION**

#### **Section 1 – Salary and Educational Incentives:**

Employees represented by the Lemoore Police Sergeants Unit shall be paid in accordance with the City Council approved salary schedule.

#### **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 2.5% 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 \$2.00 per hour spent training a designated trainee.
  - 2. Detective: Employees assigned as a Detective will receive a premium pay equal to 4.0% 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.

3. **Canine Officer:** Upon request of the Chief of Police, Sergeants assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.

- C. **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.

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## **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 three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Additionally, the City will compensate Sergeants in the amount of \$500 per year, for the duration of this contract, for court standby pay. This will be used to compensate officers for time when assigned by the District Attorney to be "on-call" for court. This will be paid out the first pay period of July 2020.

#### **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 Three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

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## **ARTICLE 12**

### **CLOTHING**

#### **Section 1 - Uniform Allowance:**

The City shall provide the following equipment to newly hired Police Sergeants:

- One (1) pair pants – B Class (style #74326 - Midnight Navy)
- One (1) long sleeve shirt – B Class (style #72345 - Midnight Navy)
- Two (2) short sleeve shirt- B Class (style #71177 - Midnight Navy)
- One (1) pair Class A pants (Midnight Navy)
- One (1) long sleeve Class A shirt (Midnight Navy)
- One (1) Double Duty jacket (style #48096 - black)
- One (1) pair boots (black)
- One (1) Tie with tie bar
- Two (2) name tags
- One (1) duty belt with all department issued equipment
- One (1) body armor vest

Upon separation of employment with the Lemoore Police Department, all duty gear and other assigned gear shall be returned, as well as all City patches.

Sergeants assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.

- A. For the term of this Agreement, the City shall pay a uniform allowance of \$1200.00, by separate check, for maintaining said safety equipment. The uniform allowance shall be paid the last pay period of November 2020.
- B. 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.

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## ***ARTICLE 13***

### **ACTING PAY**

The provisions of this section outline the circumstances when an employee will receive compensation for the performance of duties in a higher classification than they normally perform. The following criteria must be met:

1. The performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification.
2. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of two (2) weeks.
3. Out-of-Class compensation shall be allowed only after written recommendation of the Department Head and concurrence by Human Resources with approval by the City Manager. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities
4. Out-of-Class pay shall only be authorized for those individuals whom are working out of class with the City actively recruits for a permanent vacancy, and all other provisions of CalPERS Circular 200-021-18.
5. Rate of pay will be the greater of 5% above the employee's regular pay rate or the minimum (Step 1) of the higher position's pay range.
6. Personnel Action Forms are required in advance to document change in pay rate for the duration of the assignment.
7. Under this provision, out of class pay will be paid retroactively beginning day 1, upon approval of the out of class pay by the City Manager.

8. When the assignment is complete, the employee's salary shall be readjusted to its previous level. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

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## **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.

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## **ARTICLE 15**

### **HEALTH INSURANCE AND CAFETERIA PLAN**

#### **Section 1 – Premium Shares:**

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1475.00 monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly from the employee's gross paycheck.

#### **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.

**Section 3 –  
Health Insurance Opt-Out:**

The City will no longer provide health insurance opt out benefits to new employees or to those who do not currently receive the health insurance opt out. “Currently” will be defined as those employees receiving health insurance opt out benefits as of October 15, 2017. Employees who currently receive health insurance opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health insurance opt out benefit allocations shall remain at the same rate of \$410.88, regardless of increase in health insurance benefits or contributions by the City for health insurance.

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***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 4% 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.

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***ARTICLE 17***

**CATASTROPHIC LEAVE**

- a. Catastrophic leave benefits have been established for City employees 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 the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the 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 Rules 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. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, 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.
- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.

- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. 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.
  - l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
  - m. 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.
  - n. Catastrophic leave shall be terminated when one or more of following occurs:
    - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
    - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.
    - iii. Donated leave balance has been exhausted.
    - iv. Death of the ill or injured employee or subject family member.
    - v. The employee returns to full-time, active City employment
- 

## ***ARTICLE 18***

### **RETIREMENT**

#### **Section 1 – Classic Members:**

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee’s Retirement System (CalPERS) as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.
- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit (“classic employees”) shall commence paying 2% (two percent) of the cost of the employee’s contribution currently paid by

the City. The City shall continue to pay the remaining cost of the classic employee's cost of retirement.

- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.

## **Section 2 – New Members:**

- A. Sworn officers hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRAs shall participate in the 2.7% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

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## **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
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King, Jr. Day

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.

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. Holiday-In-Lieu benefits shall be compensated in the pay period in which the holiday occurs.

### **FLOATING HOLIDAYS**



Additionally, the City shall provide the following with respect to floating holiday:

- a. Employees shall earn 40 hours of Floating Holiday each fiscal year.
- b. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- c. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- d. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the floating holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.
- e. The Floating Holidays must be used within the Fiscal Year in which they are accrued. 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.
- f. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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## ***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:

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
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0-24 months of service	11	3.38 hours	176 hours
25 to 48 months of service	13	4.00 hours	208 hours
49 to 108 months of service	15	4.62 hours	240 hours
109 to 168 months of service	18	5.54 hours	288 hours
169 to 239 months of service	19	5.85hours	304 hours
240 months and above	20	6.15	320 hours

Vacation accruals will occur on a bi-weekly basis.

## **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.

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## ***ARTICLE 21***

### **OVERTIME PROVISIONS**

#### **Section 1 - Overtime Hours:**

The work day for members shall be 8, 10 or 12 hours. Pursuant to Section 7(k) of the FLSA, the City has established a 14 day work period for law enforcement personnel. Employees, in a given 14 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave) over 80. 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 80 in a 14 day work cycle; however

#### **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:**

For the term of this Agreement only, employees may cash out up to 35 hours of compensatory time per fiscal year; however, City is 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 the last pay period of November 2020.

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.

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## ***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 twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

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## ***ARTICLE 23***

### **SEVERABILITY 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.

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## ***ARTICLE 24***

### **HOME BUYER'S PROGRAM**

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of fifteen thousand dollars (\$15,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,500.00 will be forgiven. After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the association agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note a copy of which is attached as Appendix 2.

After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyers Program are subject to budget approval from City Council, and shall

be disbursed on a “first-come, first-served” basis city wide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$15,000 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed, and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the public safety employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

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## ***ARTICLE 25***

### **TERM AND REOPENING OF AGREEMENT**

The term of this MOU shall be one fiscal year from July 1, 2020, through June 30, 2021. 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.

In 2021, either party can reopen this Agreement for good faith negotiations with respect to salary, CalPERS contributions, and benefits in the event of revenue increase or decrease. In the event that it is determined that the members of the bargaining unit have an option to opt out of paying into Social Security, then either party can reopen this Agreement for good faith negotiations prior to January 2021, for the sole purpose of discussing participation in social security.

One Hundred and ninety (90) 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 March 15, 2021. 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**

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Mary Lerner,  
Agency Negotiator

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Michelle Speer,  
ACM/ASD

### **SERGEANTS GROUP**

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Mark Pescatore, Police Sergeant

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John Henderson, Police Sergeant

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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 Department Professional Services Bargaining Unit, 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-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.

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## 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, physical disability, or any other protected class under applicable law.

## **ARTICLE 3 RECOGNITION**

### **Section 1 - Definition of Bargaining Unit:**

The City of Lemoore formally recognizes the Lemoore Police Department Professional Services Bargaining Unit as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Professional Services employees.

### **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.

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## **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 bi-weekly (26 times per year) 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 seven (7) business days of the last payday of the month. It is agreed that the City assumes no liability for any actions taken pursuant to this section, and in accordance with Government Code section 1157.12, the Union agrees to indemnify and hold harmless the City from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.

### **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, 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 employees 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.

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## **ARTICLE 5 RIGHTS OF PARTIES**

### **Section 1 - Employee Rights:**

- A. Employees shall have the right to refuse to join or participate in any employee organization, and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.
- 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, any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying to employees all employees regardless of gender..
- 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, where the employee's actions or speech, when acting in their official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

### **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 Miliias 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.

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## **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 conducted 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 bargaining unit'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.

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**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.

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**ARTICLE 8  
DISCIPLINE AND DISCHARGE**

Disciplinary procedures are outlined in the City of Lemoore Personnel Guidelines.

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**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. Employees 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 employee's classification. Employees 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 employees have the same hire date, the order of seniority shall be determined by lottery selection. The names of all employees 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 employee 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 employee shall forfeit seniority rights only for the following reasons:

- A. The employee resigned and has not been reinstated within two (2) years of the date of resignation;
- B. The employee is dismissed and is not reinstated;

- C. The employee 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 employee retires on a regular service retirement.
- E. If, following a layoff, the employee 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 employee 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 employee 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.

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### **ARTICLE 10 COMPENSATION**

#### **Section 1 – Salary and Educational Incentives**

Employees represented by the Lemoore Police Professional Services Bargaining Unit shall be paid in accordance with the City Council approved Salary Schedule.

#### **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 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin on the pay period following verification. Any cost associated with the testing will be borne by the employee.
- B. Educational Incentive Pay:

- a. 2.5% for A.A. or A.S degree
- b. 5.0% for BA or BS degree
- C. **Tuition Reimbursement:** 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.
- D. **Call-Back:** Employees called back for emergency non-scheduled work after the conclusion of the regular duty periods shall receive a minimum of two (2) hours call back paid at time and one-half (for purposes of determining whether or not callback time is paid at the overtime rate, vacation leave will count as time worked).
- E. **Stand-by Pay:**
  - 1. Employees of the City assigned to make themselves available for unanticipated call back during hours outside their normal work schedule will be provided a cell phone, or other communication device, and will be required to make themselves available to respond to work within a reasonable amount of time, if called.
  - 2. 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.

The City agrees to compensate employees assigned to stand-by at the rate of \$22.00 per day for each day they are on stand-by. If an employee is assigned to less than 8 hours stand-by for any given day, the rate shall be \$11.00.

  - 3. The City will determine which employee(s) will be assigned to stand-by duty.
    - a. However with supervisor approval, that employee may trade their stand-by duty to an approved employee.
  - 4. 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.

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## **ARTICLE 11 CLOTHING**

### **Section 1 - Uniform Allowance:**

- A. The City shall pay a uniform allowance of \$850 to be paid once in November 2020. This is provided to the following employees of this MOU who are required to wear uniforms:
  - Community Services Officer
  - Dispatcher
  - Evidence Technician
  - Records Technician

**ARTICLE 12**  
**HEALTH INSURANCE AND CAFETERIA PLAN**

**Section 1 – Premium Shares:**

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1,475 per month for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly from the employee's gross paycheck.

**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.

**Section 3 – Health Insurance Opt Out benefits:**

The City will no longer provide health opt out benefits to new employees or to those who do not currently receive health opt out benefits. "Currently" will be defined as those employees receiving health opt out benefits as of October 15, 2017. Employees who currently receive health opt out benefits, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt out benefit payments shall remain at the same rate of \$359.52 per month, regardless of increase in health insurance benefits or contributions by the City for health insurance.

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**ARTICLE 13**  
**STATE DISABILITY INSURANCE (SDI)**

The City agrees to continue to pay the State Disability Insurance on behalf of the employee.

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**ARTICLE 15**  
**CATASTROPHIC LEAVE**

- a. Catastrophic leave benefits have been established for City employees 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 the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the 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 Rules 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. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.**
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, 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.

- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.
- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. 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.
- l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
- m. 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.
- n. Catastrophic leave shall be terminated when one or more of following occurs:
  - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
  - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.
  - iii. Donated leave balance has been exhausted.
  - iv. Death of the ill or injured employee or subject family member.
  - v. The employee returns to full-time, active City employment

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## **ARTICLE 16 RETIREMENT**

### **Section 1 – Classic Members:**

- A. Employees hired prior to January 1, 2013, or those hired on or after that date that are not



designated as “new members” of the California Public Employee’s Retirement System (CalPERS) as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 55 Miscellaneous Retirement Plan.

- B. During the terms of this agreement only, the City agrees to continue to pay 100% of the employer and employee contributions.

## **Section 2 – New Members:**

- A. Employees hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRA shall participate in the 2% @ 62 Miscellaneous Retirement Plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

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## **ARTICLE 17 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
Christmas Eve	Christmas Day	New Year's Eve	Martin Luther King Jr. Day

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. An employee required to work on any of the Holidays identified above, will receive Holiday Pay. Holiday Pay is defined as a premium pay computed at the rate of one and one half times the normal rate of pay for every hour worked. This is in addition to the holiday compensation identified above.

### **FLOATING HOLIDAYS:**

Additionally, the City shall provide the following with respect to floating holiday:

- a. Employees shall earn forty (40) hours of Floating Holiday each fiscal year.
- b. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- c. Floating Holiday hours will be prorated based on the number of remaining pay periods in a fiscal year for any employee hired after July 1 of each year.
- d. Floating Holidays may be used at any time during the year upon approval of a supervisor, including the days directly before and after a City holiday. Supervisor approval of use of Floating Holidays is required prior to utilizing the Floating Holiday leave. Use of Floating Holiday leave may not result in the need for additional overtime to cover shifts.
- e. The Floating Holidays must be used within the Fiscal Year in which they are accrued. 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.

- f. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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## **ARTICLE 18 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:**

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

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
0-24 months of service	11	3.38 hours	176 hours
25 to 48 months of service	13	4.00 hours	208 hours
49 to 108 months of service	15	4.62 hours	240 hours
109 to 168 months of service	18	5.54 hours	288 hours
169 to 239 months of service	19	5.85hours	304 hours
240 months and above	20	6.15	320 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.

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## **ARTICLE 19 SICK LEAVE**

Sick leave accruals are to be earned as directed by the City of Lemoore Personnel Guidelines.

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## **ARTICLE 20 OVERTIME PROVISIONS**

### **Section 1 - Overtime Hours:**

The work day for employee shall be 8, 9, 10 or 12 hours. Pursuant to Section 8(k) of the FLSA, the City has established an eighty (80) hour pay period. Employees, in a given pay period will receive overtime compensation for all hours worked in excess of eighty (80) hours. 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 eighty (80) hours in a pay period

### **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 136 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 136 hours, the Chief may request that the employee use accrued compensatory time.

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## **ARTICLE 21 HOURS OF WORK**

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

The work day for employee shall be 8, 9, 10 or 12 hours. Pursuant to Section 8(k) of the FLSA, the City has established an eighty (80) hour pay period.

## **ARTICLE 22 HOME BUYERS PROGRAM**

Permanent full-time employees are eligible to apply for and receive a loan in the amount of twelve thousand five hundred dollars (\$12,500) to be used for the purchase of a home with the City limits. The home purchased must be in the employee's primary residence. If any change in residence by the employee occurs or the employee sells the home, the loan or the pro-rata portion of the loan owed at the time must be repaid to the City within 30 days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, \$1,250 will be forgiven.

After 10 years of employment with the City, the loan will be forgiven in total. If employment ceases, either because of termination, resignation, layoff or for any other reason, prior to the completion of 10 years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee and the Union agree that the amounts owed will be deducted automatically from the employee's last paycheck as outlined in the promissory note (a copy of which is attached as Appendix 2). After 10 years or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within the City limits under the same restrictions and terms as outlined above.

Funds available for the Home-Buyer Program are subject to budget approval from City Council, and shall be disbursed on a "first-come, first-served" basis citywide. All funds allocated in a fiscal year are eligible for disbursement, even if under the \$12,500 allocation. The intent is to ensure that all funds can be used in a fiscal year. The City agrees that individuals requesting loans will remain on the list for ninety (90) days. Upon 90 days, if the employee is not in escrow, their name will be removed and they will be required to reapply.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code section 1090.

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## **ARTICLE 23 SEVERABILITY 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.

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**ARTICLE 24**  
**TERM OF AGREEMENT**

The term of this MOU shall be July 1, 2020, through June 30, 2021. 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.

Ninety (90) 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 March 15, 2021. 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.

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**CITY OF LEMOORE**

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Mary Lerner  
Agency Negotiator

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Michelle Speer  
Assistant City Manager/Administrative  
Services Director

**UNION OFFICERS**

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Mark Pescatore  
Bargaining Unit Negotiator

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Soledad Perez  
Bargaining Unit Negotiator

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Jessica Henderson  
Bargaining Unit Negotiator

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Kristin Nichols  
Bargaining Unit Negotiation