



6/15/2021
City Council Meeting

Handouts received after
agenda posted

Thank you. Can you also please ask them if they would vote to make it an agenda item to review the costs and obtain Lemoore citizen feedback during a council meeting?

I would like my comments in the email below to be included in the council meeting.

Thank you,

Why are our water bills so outrageous?

In 2016 we were fed the following reasons : 1. Revenue was decreased by 20% from 2013 due to drought related conservation efforts, including a mandate from the state to use less. 2. Officials were planning major infrastructure improvements to the cost of about \$33 million dollars over the next five years (18 million for the

system that will filter all the water coming out of the city's wells). What was the other \$15 million spent on? We are now past the 5 year mark of this. Where are we financially and why are we still paying a flat rate fee of \$29 for this? Why not go back to the system of paying a fixed cost of \$13.20 for the first zero-5236 gallons used and the tiered rate structure? Why is this not being re-visited by the City Manager and the City Council? We have a lot of big industries in Lemoore that use a lot of water and lower our water table. How about passing the extra cost to them? The city needed to borrow \$ to do upgrades and needed to increase water rates to pay off the loan. Where are we at with that loan?

Why are our refuse bills so much higher than Hanford?

My refuse for my home in Lemoore is \$30.80 and my refuse for my home in Hanford is \$25.20. WHY? For my waste water in Lemoore it is \$27.70 and in Hanford it is \$22.90. Again, WHY?

The utility costs would run people out of this town no doubt. With everyone having to drive to Hanford for just about EVERYTHING already, why not move there since Hanfords costs are much lower as well? Aren't we trying to bring people to Lemoore rather than push them out? Where can cuts be made other than by the residents incurring the cost for everything? Again, where are we on the loan and what was the other \$15 million spent on? Are the rates going to be re-visited and voted on by council once the loan is paid off? The costs are just absolutely outrageous especially when I have fake grass in both the front and back yard and having to pay more money than someone who has a pool in Hanford!

I look forward to hearing back from you.

Thank you,
Lauren Doerter

Please also provide the council and manager with a copy of the bills attached - one is for Hanford with a pool and 3 people living in home and the other is my bill in lemoore that has no pool and artificial turf in front and back and only one person living in the home. I would also like these differences in bills read to the public. Thank you.

ACCOUNT NUMBER: [REDACTED]

#B
#1
CL
112
HAN

WATER METER READINGS		
04/01/21	05/03/21	CONSUMPTION 100 Cubic Feet
PREVIOUS	CURRENT	
665	680	15

9904

PRIOR BALANCE	79.59
DELINQUENT CHARGE	0.00
PAYMENTS	-79.59
DEPOSIT APPLIED	0.00
ADJUSTMENTS	0.00
WTR SVC	15.41
WATER	20.10
SEWER	22.90
REFUSE	25.20

ADDRESS: 1125 W BRANCH CT

TOTAL DUE	\$ 83.61
BILL DATE	05/27/21
DUE DATE	06/11/21

WATER IS PRECIOUS, PLEASE CONSERVE

Due upon presentation, delinquent after 15 days from due date and may incur a 10% penalty if unpaid.

DO NOT SEND CASH WHEN PAYING BY MAIL OR IN PAYMENT DROP BOX

CONTACT INFORMATION

WATER SERVICE (559) 585-2510 PAY YOUR BILL BY PHONE (877) 543-8341
WASTEWATER SERVICE (559) 585-2551 PAY YOUR BILL ONLINE www.cityofhanfordca.com

WE ALSO OFFER AUTOMATIC PAYMENTS FOR YOUR CONVENIENCE AT www.cityofhanfordca.com. SIMPLY FAX US THE FORM TO 559-582-1152 TO ACTIVATE.

PLEASE DETACH AND RETURN WITH YOUR PAYMENT



S, JAMIE
BRANCH CT
RD 93230-6581

ACCOUNT NUMBER: [REDACTED]

TOTAL DUE \$ 83.61

AMOUNT PAID

DUE DATE 06/11/21

ADDRESS: 1125 W BRANCH CT

CHECKS PAYABLE TO:
HANFORD UTILITY SERVICE

MAIL TO:
315 N. DOUTY ST., HANFORD, CA 93230


PLEASE DO NOT USE STAPLES OR TAPE ON THE PAYMENT COUPON

CITY OF LEMOORE UTILITY STATEMENT

[1/1]

OFFICE HOURS: Monday - Friday 8:00 a.m. to 5:00 p.m.
Billing/Water Service (559) 924-6744 x 715
Refuse Pickup (559) 924-6744 x 744

Pay Bills by Phone: 1-844-234-1827
Pay Bills Online: www.lemoore.com

ACCOUNT NUMBER	CUSTOMER NAME	BILLING DATE	DUE DATE
	DOERTER, LAUREN	05/27/21	06/24/21
		METER READ PERIOD	NO. OF DAYS
		04/05/21-05/04/21	31
		PREVIOUS READING	CURRENT READING
		353	361
		USAGE IN HCF	
		8.00	
		DESCRIPTION	AMOUNT
		PREVIOUS BALANCE	103.43
		PAYMENTS	-103.43
		PAST DUE BALANCE	0.00
		CURRENT CHARGES	
		WATER	14.16
		WATER METER	29.00
		WASTEWATER	27.70
		SOLID WASTE	30.80
		TOTAL AMOUNT DUE	\$101.66

Penalty for late payment, delinquent after 15 days from due date and may incur a 10% penalty if unpaid.

PLEASE RETURN THE LOWER PORTION WITH YOUR PAYMENT

**LEASE AGREEMENT BETWEEN THE CITY OF LEMOORE AND SGM, INC. dba
SIERRA GOLF MANAGEMENT, FOR REAL PROPERTY LOCATED AT
350 IONA AVENUE, LEMOORE, CALIFORNIA 93245**

This lease agreement ("Lease") dated, for reference, this ____day of June, 2021, is entered into by and between Lessor and Lessee as defined, respectively, in Sections 1.1 and 1.2. Lessor and Lessee agree as follows:

1. Definitions.

1.1. "Lessor" means the City of Lemoore.

1.2. "Lessee" means SGM, Inc., a California corporation, doing business as Sierra Golf Management.

1.3. "Premises" means the Lemoore Golf Course complex located at 350 Iona Avenue, Lemoore, California, as further described in Article 9 and demarcated in Exhibit A attached hereto.

1.4. "Parties" means Lessor and Lessee.

1.5. "Commencement Date" means July 1, 2021, or the date upon which Lessee receives notice from Lessor and possession of the Premises is delivered to Lessee, whichever is later.

1.6. "Term" means the Fifteen Year (15-Year) period of time beginning on the Commencement Date.

1.7. "Effective Date" means the date first written above.

1.8. "Rent" means all monetary obligations of Lessee to Lessor for the leasing of the Premises in accordance with and subject to the terms, conditions and covenants set forth in this Lease.

1.9. "Option" means the right to extend the term of this Lease for a five (5) year period beyond the Term at the Rent and under the terms and conditions specified in Article 5.

1.10. "Option Term" means the one (1) five (5) year extension period beyond the Term subject to the terms and conditions specified in Articles 5 and 6.

1.11. "Capital Improvement" means any addition of a permanent structural change, equipment upgrades, or the restoration of some aspect of the Premises that enhances its overall value, extends its useful life and/or increases the capacity of the leased Premises.

2. Notices: Either Party may give any notice hereunder to the other Party by personal service or depositing said notice in the United States Mail, certified and postage prepaid, where recipient must sign to receive such notice, or by a reputable same-day or overnight private courier (such as Federal Express) that maintains a record for delivery, or electronic mail (e-mail) with acknowledgment of notice, at the addresses listed below in Article 2.1 and 2.2 or to such other person or address as either of the parties may, in writing, from time to time, designate and serve upon the other person.

2.1. To Lessor:

City of Lemoore
 ATTN: Marisa Avalos, City Clerk
 711 W. Cinnamon Drive
 Lemoore, California 93245
 E-Mail: mavalos@lemoore.com

Copy To:

City of Lemoore
 ATTN: Mary Lerner
 Lemoore, CA 93245
 E-mail: mlerner@lozanosmith.com

2.2. To Lessee:

SGM, Inc., dba Sierra Golf Management
 ATTN: President
 PO. Box 788
 Chowchilla, Ca 93610
 E-Mail: jeff@sierragolfmanagment.com

Copy To:

Bradley A. Silva
 Attorney at Law
 8050 N. Palm Avenue, Suite 300
 Fresno, CA 93711
 E-Mail: bas@silvalawoffice.net

3. Leasing: Lessor hereby leases the Premises to Lessee, Lessee hereby leases the Premises from Lessor, under and upon the terms, provisions, covenants, and conditions set forth in this Agreement.

4. Rent: Lessee shall pay Lessor the monthly Rent set forth in Article 4.1 and 4.1.1 without prior written notice or demand from Lessor, and Lessee hereby acknowledges that Lessor is not required to send monthly statements or invoices as a condition of Lessee paying any Rent due.

4.1. Rent Schedule: Rent shall be due in advance on the first day of each calendar month beginning at Commencement Date. Any partial month shall be prorated on a per diem distribution based on a 30-day month. Lessee shall pay monthly Rent to Lessor at the address specified in Article 2.1 or to such other address as Lessor may from time to time designate by written notice to Lessee.

4.1.1. Lessee shall pay Lessor the Rent as set forth in the following Rent Schedule During Term:

RENT SCHEDULE DURING TERM	
TIME PERIOD	ANNUAL RENT, PAID MONTHLY
Year 1	\$1.00
Year 2	\$20,000.00
Year 3	\$25,000.00
Year 4	\$72,000.00
Year 5	\$84,000.00
Year 6	\$90,000.00
Year 7	\$96,000.00
Year 8	\$102,000.00
Year 9	\$108,000.00
Year 10	\$114,000.00
Year 11	\$126,000.00
Year 12	\$138,000.00

Year 13	\$150,000.00
Year 14	\$162,000.00
Year 15	\$174,000.00

5. **Capital Improvements:** Lessee shall make the following minimum annual expenditures for Capital Improvements to the Premises during the Term. In addition to the capital commitment below, Lessee will make available approximately \$500,000 worth of equipment to operate and maintain the golf course upon execution of this Agreement.

MINIMUM ANNUAL CAPITAL IMPROVEMENTS DURING TERM	
TIME PERIOD	MINIMUM CAPITAL IMPROVEMENTS
Year 1	\$100,000.00
Year 2	\$60,000.00
Year 3	\$60,000.00
Year 4	\$20,000.00
Year 5	\$15,000.00
Year 6	\$10,000.00
Year 7	\$10,000.00
Year 8	\$5,000.00
Year 9	\$5,000.00
Year 10	\$5,000.00
Year 11	\$5,000.00
Year 12	\$5,000.00
Year 13	\$5,000.00
Year 14	\$5,000.00
Year 15	\$5,000.00

6. **Use of Premises:** The leased Premises shall be used for operating, maintaining, and improving the Lemoore Golf Course complex and all associated facilities located on the leased Premises. The Lessee will operate the facilities and manage all revenue, expenses, capital improvements, programs, staff, instruction, and provide all necessary equipment and golf carts without financial assistance from the Lessor. The Lessee will service, repair, and maintain buildings, grounds, equipment, play and non-play areas, landscape features, trees, and irrigation systems on the leased Premises.

- 6.1. Lessee shall not use any portion of the leased Premises for purposes other than those specified above. Lessee shall not commit waste upon the leased Premises, or any nuisance or act that may disturb Lessor's operation of the surrounding properties and/or facilities.

7. **Premises:** The leased Premises consist of the Lemoore Golf Course complex which includes the following land and facilities: **Approximately 140 Acres**; One 3500 square foot clubhouse building with food and beverage service facilities and restrooms; One driving range, one practice facility and a putting green; One 5000 square foot cart barn; One 42,500 square foot maintenance yard

with a _4,500 square foot shop building; Two on-course restroom buildings; and a 114 space parking lot. See also, Exhibit A attached hereto.

- 8. Services to be Provided by Lessee:** Pursuant to this Agreement, Lessee shall provide the minimum services and operate the Lemoore Golf Courses complex and all associated facilities on the leased Premises as described below and in the attached Exhibit B.

8.1. Management: Lessee agrees to operate and manage the Lemoore Golf Course complex and all associated facilities on the leased Premises and all services provided by Lessee thereto in a high quality manner competitive in rates and comparable to other concessions providing similar facilities and services during the entire Agreement Term. Lessee agrees it shall maintain a standard of service at least equal to that of the establishments in Kings County Regional Parks and/or adjacent communities and to those prevailing in such areas for similar products and services and without discrimination.

8.2. Hours of Operation: Lessee will establish hours of operation, subject to Lessor's approval. Lessee agrees it will conduct business on the leased Premises in conformance with published hours and days of operation as established, unless an exception or change is otherwise approved by Lessor.

8.3. Lessee's Employees: Lessee will ensure that its employees shall at all times conduct themselves in a creditable manner. Lessee will maintain a staff adequate to operate the Lemoore Golf Course and all associated facilities located on the leased Premises.

8.4. Dress and Conduct Standards: Lessee shall set dress and conduct standards, subject to Lessor's approval, and shall be permitted to deny entry or permission to play to anyone who fails to conform to those standards. Lessee shall have the right to refuse admission and/or service to persons who are drunk, disorderly, under the influence of drugs, or who conduct themselves in a manner that could result in injury or harm to persons or property on the leased Premises.

8.5. Advertising, Marketing and Promotional Materials: Lessee agrees to advertise and promote the Lemoore Golf Course to foster a favorable business environment, stimulate patronage, and support the efforts to maximize use of the Lemoore Golf Course and all associated facilities on the leased Premises. Lessee shall develop an annual plan for advertising and promotional materials with a copy furnished to Lessor. The plan shall include types of materials, methods for advertising, and a timeline for release of advertisements and promotional items. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, websites, emails, and radio and/or television commercials.

- 9. Quiet Enjoyment and Access:** Notwithstanding Lessor's access rights set forth under Articles 13, 18.1 and 30.1 herein, Lessee shall have exclusive use of the leased Premises for use by Lessee, Lessee's employees, Lessee's clients, Lessee's agents, Lessee's visitors, Lessee's contractors, and persons engaged in delivery activity for Lessee.

- 10. Reports of Operations and Capital Expenditures:** Lessee will provide to Lessor, no later than thirty (30) days following the end of each calendar year a financial report in a form satisfactory to Lessor showing numbers of golf rounds, sales from golf operations, food and beverage sales, capital

expenditures and other information as agreed upon between Lessee and Lessor. This reporting shall be made to the City of Lemoore Accounting staff, as directed by Lessor.

11. Estoppel: From time to time upon written request of Lessor given in the manner described in Article 2, Lessee shall provide to Lessor, within fifteen (15) days after Lessee's receipt of such request, an instrument prepared by Lessor stating the following, as applicable on the date that said instrument is executed:

- 11.1.** The commencement and termination dates of this Agreement.
- 11.2.** The date on which rental payments will commence or have commenced.
- 11.3.** That there are no amendments to this Agreement, or if there are amendments, stating what amendments are in existence.
- 11.4.** That this Agreement is in full force and effect, only when such a statement is true.
- 11.5.** That there are no existential defaults in effect by either Party, only when such a statement is true.
- 11.6.** That Lessee has no knowledge of any facts or circumstances which might reasonably cause Lessee to believe would give rise to a default by either Party, as the case may be, and only to the extent that such a statement is true

12. Right of Lessor's Entry: Lessor reserves the right to enter upon the Premises, with Lessee's written consent, forty-eight (48) hours after Lessee's receipt of a written notice from Lessor requesting entry to the Premises, given in the manner set forth in Article 2, at all reasonable times during Lessee's business hours (or after hours with Lessee's written consent) for the purpose of inspecting the condition of the Premises, showing the Premises to prospective purchasers, encumbrancers or lessees, posting any contractual or statutorily required notices, making repairs which Lessor may deem necessary to make (with due dispatch and in such manner and at such times as will cause the least possible inconvenience to Lessee in the conduct of its business and in such a manner that will not prevent Lessee from conducting its business), and at any time in the event of an emergency.

13. Lessee Paid Utilities: Lessee shall pay, directly to the appropriate utility company, all charges for utility services supplied to Lessee, including telecommunications, electricity, natural gas, water, and sewer/storm drain for the Premises.

- 13.1. Janitorial, Garbage/Trash Collection Service:** Lessee shall pay for its own janitorial service and garbage/trash collection service, provided that Lessor provides an adequate and designated area for storage of any dumpsters or containers associated with said service.

14. Real Property Taxes: Lessee is advised that, pursuant to the California Revenue and Taxation Code, a possessory interest subject to taxation may be created by the grant of this Agreement and that Lessee may be subject to the payment of property taxes levied upon the interest. Lessee shall promptly pay before delinquency any taxes and/or special assessments assessed against the Premises and equipment and any improvements and/or Lessee's personal property, and any possessory interest tax levied by reason of Lessee's use and/or occupancy of the Premises. On demand from the Lessor, Lessee shall

furnish the Lessor with satisfactory evidence of these payments. Non-payment of taxes is a breach and default under, and grounds for immediate termination of this Agreement.

- 15. Permits and Licenses:** Lessee shall obtain and maintain in full force and effect throughout the term of this Agreement any and all applicable permits and business licenses, which may be required by any law, including administrative regulations and local ordinances, for the conduct of Lessee's operations hereunder.

16.1 Pest Management: Lessee shall comply with all registration, reporting and application requirements set forth by the State (Department of Pesticide Regulation) and County (Agricultural Commissioner) when treating the leased Premises for pest.

- 16. Maintenance and Repairs:** Lessee acknowledges it is acquiring the leased Premises in its current "as is" condition. Lessee assumes sole responsibility for maintenance and repair of the leased Premises and Lessee will maintain the leased Premises in good order and in sanitary and safe condition at Lessee's sole expense. Lessee agrees it will maintain the leased Premises in conformance with the maintenance standards specified in Exhibit B, which is attached to this Agreement and made a part of this Agreement by this reference.

- 17. Alterations:** Lessee, after Commencement Date, shall not make or cause to be made to the leased Premises any addition, renovation, alteration, reconstruction, or change, costing in excess of Ten Thousand Dollars (\$10,000) and involving structural or mechanical changes or additions, without, in each instance, first obtaining the written consent of Lessor to be set forth in a separate agreement. Lessor shall not unreasonably withhold or delay such written consent. Upon Lessor's consent, all such work must be performed in a manner consistent with acceptable building or construction standards and diligently executed to completion at the sole expense of Lessee.

18.1: Ownership Of Improvements: Ownership of all existing structures, and of all structures, buildings and/or improvements constructed upon the leased Premises and all alterations, additions or betterments thereto, shall immediately vest and be vested in Lessor at all times during and after the Term hereof. Lessor shall retain at all times the right to possession of such structures, buildings and/or improvements.

18.2: Assumption of Equipment Leases/Contracts: Lessee will have access to all existing equipment on site and will be responsible for upkeep and maintenance of any such equipment used by Lessee in the performance of this Contract. Lessee shall assume responsibility for the timely payment of the lease or purchase contracts on the following equipment: John Deere 2017 2500 Greensmower, at \$800.93 per month until June 1, 2022; fleet of golf carts, at \$4,618.98 per month until September 1, 2025. Lessee will assume ownership of each of these items of equipment as the debt on each item is paid in full. Should Lessor be required to make any payment on any leased equipment that is Lessee's responsibility, Lessee will reimburse Lessor upon receipt of an invoice and proof of payment.

18.3: Purchase of Existing Inventory: Lessee agrees to purchase existing inventory in the Golf Shop at the rates of:

- 100% of the actual wholesale cost of items in inventory less than 60 days.
- 70% of the actual wholesale cost of items in inventory more than 60 days, less than 90 days.
- 50% of the actual wholesale cost of items in inventory more than 90 days.

- 100% of the actual wholesale cost of non-perishable beverage inventory.

- 18. Mechanics Liens:** Lessee agrees to keep the leased Premises free from all liens and claims of mechanics, laborers, material suppliers, and others for work done, and material furnished, and Lessee shall not create, or suffer to be created, any lien or encumbrance on the leased Premises.
- 19. Transfer of Lessor's Interest:** If the interest of Lessor in the leased Premises or the facilities thereon shall be transferred at any time hereafter, regardless of the cause thereof and whether or not such transfer or termination is with the consent or due to the act of Lessor, Lessor shall be released from any further obligation or liability to Lessee hereunder, save and except any claim, right, or cause of action that has accrued on or before the date of such transfer; provided, however, that any money then in the hands of Lessee in which Lessor has any interest shall be paid over to such successor and any money then owed by Lessor to Lessee under any provision of this Agreement shall be paid to Lessee; and provided, further, that all duties of Lessee hereunder, including, but not limited to, the duty to pay the rent reserved herein, shall therefore inure to the benefit of and be enforceable by said successor. Lessee agrees to accept such successor as Lessor, hereunder, with the same effect as if this Agreement had been entered into by such successor as the original Lessor hereunder. Lessor covenants that the successor shall be bound by all of the terms, conditions, covenants, obligations of Lessor, and responsibilities of Lessor, hereunder, with the same effect as if this Agreement had been entered into by such successor as the original Lessor hereunder.
- 20. ADA Accessibility:** Lessor is responsible for making any structural alterations or improvements in and on the leased Premises that are necessary to ensure that all accessibility standards are in compliance with existing applicable laws and statutes. Lessee, after Commencement Date, is responsible for any non-structural work required to maintain accessibility standards within the leased Premises up to the interior edge of thresholds of the primary buildings situated on the leased Premises.
- 21. Severability:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 22. Waivers:** No provisions of this Agreement shall be deemed waived by Lessor or Lessee unless such waiver is in writing. No waiver by Lessor or Lessee of any term, covenant, or condition hereof shall be deemed a waiver of any other term, covenant or condition hereof.
- 23. Holdover:** If Lessee (directly or through any assignee, sub Lessee, transferee or other successor-in-interest of Lessee) remains in possession of the leased Premises after the expiration or termination of this Agreement, Lessee shall continue to comply with or perform all the terms and obligations of Lessee under this Agreement, except that the Rent during Lessee's holding over shall be one hundred twenty-five percent (125%) of the Rent payable in the last full month prior to such holding over. Acceptance by Lessor of rent after such termination shall not constitute a renewal of this Agreement.
- 24. Choice of Law:** This Agreement shall be governed by the laws of the State of California, and any litigation between the Parties hereto concerning this Agreement or the Lessee's use of the leased Premises shall be initiated in the County in which the leased Premises are located.
- 25. Subletting:** Lessee shall not have the right to sublease all or any part of the Premises, without the consent of the Lessor. In the event of such subletting, Lessee remains liable for all terms hereof, and

the Lessor shall not be required to engage in any manner with the sub-Lessee. Under such a sublease, sub-Lessee shall have all real property use rights provided to Lessee under this Agreement.

- 26. Force Majeure.** No liability shall result to either Party from such Party's delay in performance or non-performance under this Agreement caused by circumstances beyond such Party's control, including but not limited to acts of God, war, terrorism, riot, fire, explosion, accident, flood, pandemic, sabotage, strike, lockout, injunctions, catastrophic breakage or failure of machinery or apparatus, national defense, or natural disaster requirements or compliance with or change in applicable law. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of the extent and probable duration of such cause.

27.1 If the leased Premises or any portion thereof are taken under power of eminent domain or sold under threat of the exercise of said power, Lessee has the right to terminate this Agreement as of the date the condemning authority takes title or possession.

- 27. Insurance.** The Lessee shall obtain a general liability insurance policy indemnifying both Lessee and the City from claims of personal injury and/or general liability in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such a policy shall name the City as an additional insured and shall require at least thirty (30) days' prior written notice to the City of termination for any reason. Lessee shall be required to present a certification of such Insurance to the City as a condition to the renewal of the Lease. The City shall be required to maintain liability and property damage insurance on the premises with the exception that Lessee shall be required to maintain personal property insurance on each item of his own personal property stored on or about the premises. In the event Lessee does not obtain such personal property insurance, Lessee shall fully indemnify the City for any loss or damage to Lessee's personal property.

- 28. Events of Lessee's Default:** Events which shall constitute default under this Agreement include the following:

28.1. Lessee shall fail or omit to pay any Rent or other sum payable hereunder for a period of ten (10) days after the same is due.

28.2. Lessee shall enter into a transfer, change of control or encumbrance contrary to the provisions of this Agreement or shall abandon or vacate the leased Premises.

28.3. Lessee shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained herein and such failure or omission continues for a period of thirty (30) days after written notice by Lessor, or if such matter reasonably requires more than thirty (30) days to correct, Lessee fails to commence to correct the same promptly upon the giving of said notice and prosecute the same to conclusion with all due diligence.

28.4. Lessee shall provide a bond in the amount of \$201,000.00 to cover the compensation provided for in Article 4.1.1 and guarantee payment to Lessor should there be a payment default by Lessee. The cost of this bond shall be borne by Lessor, who will reimburse Lessee upon receipt of an invoice and proof of payment.

- 29. Lessor's Remedies:** Upon the happening of any event of default, Lessor may, at its option and without any further notice or demand, in addition to any other rights and remedies given hereunder or by law, do any of the following:

- 29.1.** Lessor shall have the right to terminate this Agreement by giving written notice of termination to Lessee. In the event of any such termination of this Agreement, Lessor may then or at any time thereafter, re-enter the leased Premises and remove therefrom all persons and property and again repossess and enjoy the leased Premises. In the event of any such termination of this Agreement, and in addition to any other rights and remedies Lessor may have, Lessor shall have all rights and remedies of a Lessor provided by Section 1951.2 of the California Civil Code. The amount of damages which Lessor may recover in the event of such termination shall include the monetary amount of any unpaid rent, late fee and interest due under the Agreement which had been earned at the time of such termination, the monetary amount by which the unpaid rent due under this Agreement which would have been earned after termination until the time of award exceeds the amount of such rental, the monetary amount by which the unpaid rent due under this Agreement for the balance of the Term after the time of award exceeds the amount of such rental.
- 29.2.** In the event Lessee breaches this Agreement and abandons the leased Premises and Lessor does not elect to terminate this Agreement by reason of such breach and abandonment, this Agreement shall continue in full force and effect.
- 30. Lessor's Default:** Lessor shall be in default hereunder if and when Lessor fails to perform the obligations required hereunder of Lessor within a reasonable time, but in no event later than thirty (30) days after notice by Lessee to Lessor provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after notice by Lessee to Lessor. Lessee shall have the option to terminate this Agreement as a result of Lessor's default, and Lessee's remedies shall be limited to monetary damages limited to the amount of Rent paid by Lessee for the year immediately prior to Lessor's default; provided however, that in no event shall Lessor be liable under any circumstances for any consequential damages incurred by Lessee including, without limitation, any injury to, or interference with, Lessee's business, arising in connection with Lessee's use of the leased Premises and this Agreement. Lessee is excused from paying rent due hereunder as a result of any default by Lessor.
- 31. Indemnification:** Lessee shall indemnify, protect, defend with counsel acceptable to Lessor, and hold Lessor and Lessor's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to this Agreement. In the event Lessor and/or any of Lessor's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to this Agreement, Lessee shall defend and indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees. Lessee also understands and agrees that it is being selected to perform the services provided for by this Agreement because of Lessee's professed expertise and experience in performing such services. In addition, Lessee understands and agrees that while Lessor or Lessor's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by Lessee pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, Lessee waives any right of contribution against Lessor or any of Lessor's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by

Lessee pursuant to this Agreement. Lessee's obligations under this Article of the Agreement shall survive the termination of the Agreement.

- 32. Hazardous Substances:** Lessee represents and warrants that it and its agents, servants, employees, contractors, and anyone else acting on Lessee's behalf will not, without Lessor's prior written consent (except in connection required to operate Lessee's operation and cleaning supplies) handle, store, dispose, produce, use, permit the escape or release of, transport or manufacture any hazardous waste, hazardous materials or hazardous substances as defined or regulated by local, state or federal law on the leased Premises or any portion of the buildings, structures or facilities located thereon. Any necessary clean-up and disposal of hazardous substances on or from the Premises shall be performed by Lessee, Lessee's contractors, Lessee's employees, Lessee's designee(s), Lessee's servants, or Lessee's agents, at Lessee's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances.
- 33. Signs:** Lessee shall provide, at its own cost, any signs located on the interior or exterior of the leased Premises and required for the efficient conduct of Lessee's activities. Lessee shall not install any exterior signs without prior consent of Lessor, which shall not be unreasonably withheld.
- 34. Statutes and Ordinances:** At all times pertinent to this Agreement, Lessee shall at all times, faithfully obey and comply with all laws, rules, and regulations of federal, state, county, or other governmental bodies, departments or officers thereof.
- 35. Heirs, Assigns, Successors:** This Agreement is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the Parties.
- 36. Entire Agreement and Modifications:** The Parties acknowledge and agree that this Agreement contains the entire agreement of the Parties and supersedes all previous communications, representations, understandings and agreements between them, either oral or written, with respect to the leased Premises. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties.
- 37. Independent Contractor.** It is expressly understood and agreed by both Parties that Lessee, while using and occupying the Premises and complying with any of the terms and conditions of this Agreement, is a tenant of Lessor and is not an employee or agent of Lessor and this Agreement is not intended, and shall not be construed, to create the relationship of agent, contractor, servant, employee, partnership, joint venture or association.
- 38. Counterparts.** The Parties agree that this Agreement may be executed in counterparts, by original signature or facsimile transmission or electronic image, with the same force and effect as though all original signatures were set forth on a single instrument.
- 39. Order of Precedence.** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable Federal, State of California and local statutes ordinances and regulations;
 - (b) This Agreement;
 - (c) The Golf Course Maintenance Standards, Exhibit B hereto.

40. Interpretation. This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared the Agreement.

IT IS SO AGREED. IN WITNESS WHEREOF, the parties have executed this Agreement on the dates following their signature.

LESSEE:

CITY OF LEMOORE, a Political
Subdivision of the State of California

LESSOR:

SGM Inc., a California Corporation, dba
Sierra Golf Management

By: _____
Nathan Olson, City Manager

By: _____
Jeffrey A. Christensen, President

Dated: _____ 2021

Dated: _____ 2021



A satellite map showing a residential area with a yellow boundary. The boundary is a large rectangle with a small extension on the left side. A red pin is located near the top center of the boundary. The area inside the boundary is mostly green with some brown patches, while the area outside is mostly brown with some green patches. The text "Lemoore Golf Course" is visible in the upper right quadrant.

Lemoore Golf Course



Fiscal Year 2021 - 2022 Proposed Budget Revisions

JUNE 15, 2021

MICHELLE SPEER, ACM/ASD

FY 2021 Projected Expenses General Fund

- ▶ Projected Expenses for FY 2021 are ~~\$12,293,251~~ \$12,033,552
 - ▶ Personnel & Operating Expenses of \$11,988,652
 - ▶ CIP expenses of ~~\$304,599~~. \$44,900
 - ▶ Completion of the Dispatch construction
- ▶ Budgeted Expenses for FY 2021 were \$13,478,965
- ▶ The General Fund is predicted to save ~~\$1,185,714~~ \$1,445,413 in reduced expenditures
 - ▶ Positions held vacant
 - ▶ Applied CARES Act funding
 - ▶ Delayed asset replacement purchases
 - ▶ General reduction in operating supplies as many individuals were working from home due to COVID

FY 2022 Proposed General Fund Expenditures

- ▶ Proposed expenditures of ~~\$14,985,169~~ \$15,125,169
 - ▶ \$14,705,169 in annual operating expenses
 - ▶ \$9,001,000 in personnel salary and benefits
 - ▶ Salary & Benefit increase is attributed to increases in PERS, Risk Management, merit reinstatement, and negotiated items.
 - ▶ \$5,489,570 in services and supplies
 - ▶ \$156,390 in asset replacement
 - ▶ ~~\$280,000~~ \$420,000 in Capital Projects
- ▶ Expenditure budgets are a “worst case scenario” and there are generally savings throughout the year
- ▶ City is looking into allowed uses of American Recovery Plan Act funds to reduce expenditures

FY 2022

General Fund Reserve Balance

- ▶ FY 2022 projected GF reserve beginning fund balance of ~~\$6,433,830~~ \$6,693,529
- ▶ FY 2022 GF annual operating deficit of ~~(\$1,093,952)~~ \$(1,233,952)
- ▶ FY 2022 projected GF reserve ending fund balance of ~~\$5,339,878~~ \$5,459,577

FUND	Estimated Fund Balance 7/1/21	Receipts/ Transfers	Available Balance	Personnel Expense	Operating Exp.	Asset Replacement	Capital Projects	Debt Service	Total Expenditures	Project Fund Balance 6/30/22
GENERAL FUND – 001 ANNUAL OPERATING		13,891,217	13,891,217	9,001,000	5,489,570	156,390	420,000	58,209	15,125,169	(1,233,952)
GENERAL FUND- 001 RESERVE	6,693,529		6,693,529	-	-	-	-		1,233,952	5,459,577

Zoning Text Amendment No. 2021-01

An ordinance amending portions of Article B of Chapter 4 of Title 9 (Allowed Uses and Required Entitlements) within the Lemoore Municipal Code.

City Council Meeting June 15, 2021

Zoning Text Amendment 2021-01

Proposed Zones to Allow Commercial Cannabis Related Businesses

TABLE 9-4B-2 (portion)
ALLOWED USES AND REQUIRED ENTITLEMENTS FOR BASE ZONING DISTRICTS

Land Use/ Zoning District	Residential Zoning Districts							Special Purpose Zoning Districts				Mixed Use Zoning Districts			Office, Commercial, And Industrial Zoning Districts					
	AR	RVLD	RLD	RN	RL MD	RMD	RHD	W	AG	PR	CF	DMX- 1	DMX -2	DMX -3	MU	NC	RC	PO	ML	MH
Cannabis commercial cultivation ²⁸	N	N	N	N	N	N	N	N	<u>N</u> p ²⁸	N	N	N	N	N	N	C ²⁸	N	N	p ²⁸	<u>N</u> p ²⁸
Cannabis commercial dispensary ²⁸	N	N	N	N	N	N	N	N	N	N	N	p ²⁸	p ²⁸	N	p ²⁸	p ²⁸	p ²⁸	N	p ²⁸	<u>N</u> p ²⁸
Cannabis commercial manufacturing, distribution, and/or testing ²⁸	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	<u>N</u> C ²⁸	p ²⁸	<u>N</u> p ²⁸

28. Use is permitted as allowed by State law and as authorized in title 4, chapter 8 of the Municipal Code.



Zoning Text Amendment 2021-01 Recommendations

The Planning Commission recommended approval of the Zoning Text Amendment after holding a public hearing at their May 10, 2021, meeting.

Staff recommends that the City Council approve **Zoning Text Amendment 2021-01**. The new zones in which commercial cannabis uses would be allowed are similar to the zones in which these uses are already allowed.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEMOORE
&
THE LEMOORE GENERAL ASSOCIATIONS OF SERVICE EMPLOYMENT UNIT
JULY 1, 2021 – JUNE 30, 2022

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 (24 times per year) 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-Milius-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% |
| 3. | Completion of Apprenticeship in "union trades" (max. of 2 from this group) | |
| | a. Electrician | 2% |
| | b. Plumber | 2% |
| | c. HVAC | 2% |
| | d. Carpenter | 2% |
| 7. | ASE Certified Mechanic | 5% |
| 8. | Fluency in Spanish | 1.5% |

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

1. The City will cease paying for any of the training or testing, or travel expenses, except where the training may be reimbursable through the *Tuition Reimbursement Program* in effect as per the Personnel Guidelines.
2. Training and testing required to maintain Water Treatment Certification will be paid by the City, in which the City will be responsible for making all funding arrangements. Employees will be required to attend educational opportunities as directed by the City, and pass all tests. Retesting for any reason will be the sole financial responsibility of the employee.
3. Any combination of Certificate Pay (items 1 through 11 above) may not exceed 10%. However, College Degree Incentives described in section 16.B will be paid in addition to certificate pay, regardless of total. Both will be calculated on the base pay and not cumulative.
4. The Certificate/License must be applicable to the current job/assignment of the employee. For example, the City will not compensate an Account Clerk for a Class B license, and likewise will not compensate a maintenance worker in the refuse department for a 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 \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. 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 (24 times per year) 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:

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

Floating 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 to 24 months of service	12	3.70 hours	176 hours
25 to 48 months of service	14	4.31 hours	208 hours
49 to 108 months of service	16	4.93 hours	240 hours
109 to 168 months of service	19	5.85 hours	288 hours
169 to 239 months of service	20	6.16 hours	304 hours
240 months and above	21	6.47 hours	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 (vacation and/or compensatory time) 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).

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.
- C. 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.
- D. The City will determine which employee(s) will be assigned to stand-by duty.
- E. The City agrees to provide a take home vehicle to be rotated to the employee assigned to weekend on-call duty in accordance with the City's Vehicle Use Policy.

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
Water & Wastewater Utility Workers I/II
Senior Water/Wastewater Utility Operator
Water/Wastewater Utility Operator I & II
Meter Readers
- 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 18A 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
Hours – Option 4	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
Hours – Option 7	9	9	9	9			4

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. ADDITIONAL BENEFITS

- A. No registration fees for employee dependent children for any City operated sport during the duration of this MOU.

B. City employees may rent city facilities, including the Civic Auditorium, Veteran's Hall, park gazebo, etc., for a cumulative total of six (6) rental hours, free of charge, for the duration of this MOU. Availability is not guaranteed and is on a first come/first serve bases.

20. **GRIEVANCE PROCEDURES**

The grievance procedures are stated in Section 40 I of the City's Personnel System Guidelines.

21. **DISCIPLINARY ACTION: DEFINITION**

The disciplinary procedures are stated in Section 40 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 day immediately following the legal ratification of this MOU by the City Council, through June 30, 2012 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, 2021, through June 30, 2022. 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. On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers..

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 April 15, 2022. 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

Jeramey Climer
Bargaining Unit Negotiator

Frank Hernandez
Bargaining Unit Negotiator

Irene Ford
Bargaining Unit Negotiator

Maritza Jones
Bargaining Unit Negotiator

Edward Miller
Bargaining Unit Negotiator

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.

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 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.

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 (24 times per year) 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.

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.

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.

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.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

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

Section 3 – Police Officer's Rights:

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

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

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

Section 2 - Department Seniority:

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

Section 3 - Classification Seniority:

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

Section 4 - Ties in Seniority:

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

Section 5 - Forfeiture of Seniority:

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

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

- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
- D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives:

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 5th year of consecutive service
 - ii. \$5,000 upon completion of the 10th year of consecutive service
 - iii. \$5,000 upon completion of the 15th year of consecutive service
 - iv. \$5,000 upon the completion of the 20th year of consecutive service
 - v. \$5,000 upon the completion of the 25th year of consecutive service
(retroactive to officers who have passed the 20th 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.

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.

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 2021.

- 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.

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.
-

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.

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 \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. 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.

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%.

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 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 CalPERS.

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 48 hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to thirty (30) hours of floating holiday time between payroll dates occurring on July 16, 2021 through December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. 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.
- e. 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.

- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85 hours	354 hours
240 months and above	20	6.16	370 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 exceed the maximum accruals noted above. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

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

Section 5 - Vacation Allowance For Employees Upon Separation:

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

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

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.

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.

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- A. No registration fees for employee dependent children for any City operated sport
- B. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve bases.

ARTICLE 24

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.

ARTICLE 25

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.

ARTICLE 26

TERM OF AGREEMENT

The term of this MOU shall be one fiscal year from July 1, 2021 through June 30, 2022. 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.

On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

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 April 15, 2022. 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

Mary Lerner
Agency Negotiator

Michelle Speer
ACM/ASD

ASSOCIATION OFFICERS

Mark Pescatore
Bargaining Unit Negotiator

Jonathan Moritz
Bargaining Unit Negotiator

Brett Ward
Bargaining Unit Negotiator

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 Miliias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2

NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or

membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability, 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 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.

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 (24 times per year) 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.

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.

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

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

Section 2 - Negotiating Team:

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

Section 3 - Management / Labor Meetings:

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

Section 4 - Attendance at Hearings:

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

Section 5 – Donation of Vacation to Union Leave Bank:

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

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

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

Section 2 - Access to Recruits:

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

Section 3 - Access to City Information:

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

Section 4 - Access to City Communications System:

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

Section 5 - Notice of City Council Meetings:

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

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot

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

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

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

Section 3 – Police Officer's Rights:

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

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

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

Section 2 - Department Seniority:

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

Section 3 - Classification Seniority:

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

Section 4 - Ties in Seniority:

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

Section 5 - Forfeiture of Seniority:

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

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation.
- B. The officer is dismissed and is not reinstated.
- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
 - B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
 - C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
 - D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.
-

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives:

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.

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 2021.

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.

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 2021.
- 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.

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.

ARTICLE 14

DISABILITY INSURANCE

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

ARTICLE 15

HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1710.00 monthly for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. 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 (24 times per year) 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.

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.

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.

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 48 hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to 48 hours of floating holiday time between payroll dates occurring on July 16, 2021 through December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. 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.
- e. 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.
- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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
0 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85hours	354 hours
240 months and above	20	6.16	370 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 exceed the maximum accruals noted above.. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

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

Section 5 - Vacation Allowance For Employees Upon Separation:

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

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

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 2021.

It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

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

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

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- A. No registration fees for employee dependent children for any City operated sport
- B. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve bases.

ARTICLE 24

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.

ARTICLE 25

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.

ARTICLE 26

TERM AND REOPENING OF AGREEMENT

The term of this MOU shall be one fiscal year from July 1, 2021, through June 30, 2022. 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.

On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

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 April 15, 2022. 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

SERGEANTS GROUP

Mary Lerner,
Agency Negotiator

Mark Pescatore, Police Sergeant

Michelle Speer,
ACM/ASD

John Henderson, Police Sergeant

**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.

**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.

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 (24 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.

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.

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.

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.

ARTICLE 8 DISCIPLINE AND DISCHARGE

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

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.

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.
- 3. 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.
- 4. 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.
- 5. 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.

**ARTICLE 11
CLOTHING**

Section 1 - Uniform Allowance:

A. The City shall pay a uniform allowance of \$850 to be paid once in November 2021. 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 \$1710.00 per month for each employee for covered plan year 2022. The benefit shall remain \$1625.00 monthly for the 2021 covered plan year. 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 (24 times per year) 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.

ARTICLE 13
STATE DISABILITY INSURANCE (SDI)

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

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

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.

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-eight (48) hours of Floating Holiday for Fiscal Year 2022.
- b. Employees may cash out up to twenty (20) hours of floating holiday time between payroll dates of July 16, 2021 and December 31, 2021.
- c. The Floating Holiday will be accrued by all regular employees as of the first day of each Fiscal Year.
- d. 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.
- e. 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.

- f. The Floating Holidays must be used within the Fiscal Year in which they are accrued. Any Floating Holiday hours which have not been cashed out, or taken, by the end of the fiscal year in which they were accrued, will be forfeited back to the City.
- g. Authorization for use of the Floating Holidays will be subject to the approval of the employee's supervisor.

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 to 24 months of service	11	3.39 hours	226 hours
25 to 48 months of service	13	4.00 hours	258 hours
49 to 108 months of service	15	4.62 hours	290 hours
109 to 168 months of service	18	5.54 hours	338 hours
169 to 239 months of service	19	5.85 hours	354 hours
240 months and above	20	6.16	370 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not exceed the maximum accruals noted above. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

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

Section 5 - Vacation Allowance For Employees Upon Separation:

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

ARTICLE 19 SICK LEAVE

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

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.

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.

ARTICLE 23

ADDITIONAL BENEFITS

For the duration of this MOU, City employees shall have the right to the following benefits:

- a. No registration fees for employee dependent children for any City operated sport
- b. City employees may rent City facilities, including the Civic Auditorium, Veterans Hall, park gazebos, etc., for a cumulative total of six (6) hours, free of charge. Availability is not guaranteed and is on a first come/first serve bases.

ARTICLE 24
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.

ARTICLE 25
TERM OF AGREEMENT

The term of this MOU shall be July 1, 2021, through June 30, 2022. 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.

On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

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 April 15, 2022. 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

UNION OFFICERS

Mary Lerner
Agency Negotiator

Mark Pescatore
Bargaining Unit Negotiator

Michelle Speer
Assistant City Manager/Administrative
Services Director

Soledad Perez
Bargaining Unit Negotiator

Jessica Henderson
Bargaining Unit Negotiator

Kristin Nichols
Bargaining Unit Negotiation

Erica Soto
Bargaining Unit Negotiation