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## *ARTICLE 1*

### **INTRODUCTION**

#### **Section 1 - Purpose:**

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Sergeants Unit, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

#### **Section 2 - Full Understanding, Modifications, Waiver:**

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers vs Milius-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

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## *ARTICLE 2*

### **NON-DISCRIMINATION**

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

membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability, or any other protected class under applicable law.

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### ***ARTICLE 3***

#### **RECOGNITION**

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

The City of Lemoore formally recognizes the Lemoore Police Sergeants Unit as the exclusive recognized employee organization consisting of all Lemoore Police Sergeants.

##### **Section 2 - New and/or Changed Classifications:**

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

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### ***ARTICLE 4***

#### **UNION SECURITY**

##### **Section 1 – Dues and Other Deductions:**

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a bi-weekly basis (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.

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## **ARTICLE 5**

### **RIGHTS OF PARTIES**

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

- A. Employees shall also have the right to refuse to join or participate in any employee organization and shall have the right to represent themselves in their employment relations with the City. Pursuant to the U.S. Supreme Court's decision in *Janus v. AFSCME* (2018) 138 S.Ct. 2448, employees who exercise such right of refusal or self-representation shall not have any union dues or union-related fees deducted from their salary.
- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, any other protected class under applicable law.



- D. Any reference in this document to gender is to be construed as applying to both female and male employees.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech, when acting in an official capacity, is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

## **Section 2 - Management Rights:**

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Miliias Brown Act). The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its Municipal Services and work force performing these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.



Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

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## ***ARTICLE 6***

### **UNION BUSINESS**

#### **Section 1 - Granting of Leave:**

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

#### **Section 2 - Negotiating Team:**

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

#### **Section 3 - Management / Labor Meetings:**

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

#### **Section 4 - Attendance at Hearings:**

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

#### **Section 5 – Donation of Vacation to Union Leave Bank:**

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

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### ***ARTICLE 7***

#### **ACCESS TO CITY FACILITIES AND INFORMATION**

##### **Section 1 - Access by Non-Employee Union Representatives:**

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

##### **Section 2 - Access to Recruits:**

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

##### **Section 3 - Access to City Information:**

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

##### **Section 4 - Access to City Communications System:**

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

##### **Section 5 - Notice of City Council Meetings:**

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

##### **Section 6 - Ballot Boxes:**

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

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

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## ***ARTICLE 8***

### **DISCIPLINE AND DISCHARGE**

#### **Section 1 - Standards for Discipline:**

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

#### **Section 2 - Working Off Suspension:**

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

#### **Section 3 – Police Officer's Rights:**

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

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## ***ARTICLE 9***

### **SENIORITY**

#### **Section 1 - Overall Seniority:**

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

#### **Section 2 - Department Seniority:**



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

### **Section 3 - Classification Seniority:**

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

### **Section 4 - Ties in Seniority:**

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

### **Section 5 - Forfeiture of Seniority:**

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

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

### **Section 6 - Seniority Credits:**

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
  - B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
  - C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
  - D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.
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## **ARTICLE 10**

### **COMPENSATION**

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

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

#### **Section 2 – Bonuses and Incentives:**

- A. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- B. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
  - 1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$2.00 per hour spent training a designated trainee.
  - 2. Detective: Employees assigned as a Detective will receive a premium pay equal to 4.0% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response

time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable.

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

- C. **Educational Incentive:** Effective through the term of this MOU, the City agrees that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.

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## *ARTICLE 11*

### **COURT APPEARANCES AND CALLBACKS**

#### **Section 1 - Court Appearances:**

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of three (3) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

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

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## **ARTICLE 12**

### **CLOTHING**

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

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

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

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

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

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

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## ***ARTICLE 13***

### **ACTING PAY**

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

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

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

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#### **ARTICLE 14**

#### **DISABILITY INSURANCE**

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

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#### **ARTICLE 15**

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

##### **Section 1 – Premium Shares:**

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$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.

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## **ARTICLE 16**

### **DEFERRED COMPENSATION**

The City will continue the employee's deferred compensation contribution of two (2%) percent of the employee's base wage.

Additionally, the City will continue to provide a dollar-for-dollar match, up to 4% of the employee's base wage, for voluntary employee contributions into the deferred compensation program, that are above and beyond the 2% contribution outlined above.

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## **ARTICLE 17**

### **CATASTROPHIC LEAVE**

- a. Catastrophic leave benefits have been established for City employees who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of the employee's pay during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel Rules. Catastrophic leave benefits are contingent on the receipt of donated time in the manner described below.
- b. Catastrophic leave shall conform to the guidelines for leave of absence without pay set forth in the City's Personnel Rules except that, during the portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay

pursuant to the City's Personnel Rules and they shall not accrue any leave rights while on catastrophic leave.

- c. In no event, may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. To calculate the remaining leave entitlement, the balance shall be any balance of the six (6) months that has not been used during the immediately preceding 12 months.
- d. Catastrophic leave and leaves of absence without pay shall run concurrently.
- e. An employee is eligible for catastrophic leave when the employee faces injury, prolonged illness (based on documented medical evidence), or death of the employee or a family member which will result in the employee being absent from work. Family members include the employee's spouse, parent, child, foster child, or other family member approved by the City Manager.
- f. Catastrophic leave requests are not accepted, or considered, for pregnancy related leave. Any event during pregnancy or birth that has resulted in a significant medical condition or illness may be considered.
- g. Any City employee may donate vacation and/or compensatory time to any covered employee who meets the conditions described above. Employee may not donate sick leave, holiday, floating holiday, or any other leaves.
- h. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to Human Resources. The request must provide sufficient information to enable the City Manager, or designee, to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
- i. Catastrophic leave may be considered for an employee who has not exhausted all of his or her personal sick leave due to the Family Sick Leave policy (cap of 48 hours per fiscal year). In the event that the City Manager authorizes catastrophic leave based on the information provided by the employee, the employee will be allowed to use remaining sick leave balances during the approved catastrophic leave period. No request for leave hour donations will be requested from other employees, until such time that leave balances of the requesting employee have been exhausted.
- j. Human Resources will canvass employees for leave donations and donations are voluntary.

- k. Donations must be made on the City-approved authorization form submitted to Human Resources to be deducted in the order received. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
  - l. Donations must be a minimum of two (2) hours. The donated hours will be allocated to the requesting employee on an hour for hour basis.
  - m. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
  - n. Catastrophic leave shall be terminated when one or more of following occurs:
    - i. The employee has exhausted six (6) months of catastrophic leave during the period defined in Section 60-10, II(c) above.
    - ii. The employee has exhausted all of his or her rights under the City's Personnel Rules for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave.
    - iii. Donated leave balance has been exhausted.
    - iv. Death of the ill or injured employee or subject family member.
    - v. The employee returns to full-time, active City employment
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## **ARTICLE 18**

### **RETIREMENT**

#### **Section 1 – Classic Members:**

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



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

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

#### **Section 2 – New Members:**

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

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### **ARTICLE 19**

#### **HOLIDAYS**

The City provides paid holidays on the following days:

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

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get paid in lieu of the holiday. Safety employees must make their election prior to the beginning of the fiscal year. Holiday-In-Lieu benefits shall be compensated in the pay period in which the holiday occurs.

#### **FLOATING HOLIDAYS**

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

- a. Employees shall earn 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.

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## **ARTICLE 20**

### **VACATION**

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

#### **Section 1 - Vacation Allowance:**

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

MONTHS OF SERVICE	DAYS OF VACATION PER YEAR	Bi-Weekly ACCRUAL	MAXIMUM ACCRUAL
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 hours	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 in 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.

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## ***ARTICLE 22***

### **HOURS OF WORK**

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

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

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## ***ARTICLE 23***

### **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.

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## ***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.

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## ***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.

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## ***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.

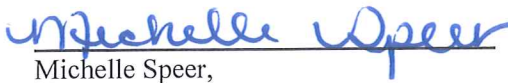
On, or after, July 16, 2021, either party can reopen this Agreement for good faith negotiations with respect to use of American Recovery Plan Act funds as it relates to premium pay for essential workers and/or merit increases.

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

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

  
\_\_\_\_\_  
Michelle Speer,  
ACM/ASD

SERGEANTS GROUP

  
\_\_\_\_\_  
Mark Pescatore, Police Sergeant

  
\_\_\_\_\_  
John Henderson, Police Sergeant