

**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-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability, or any other protected class under applicable law.
- D. Any reference in this document to gender is to be construed as applying all employees regardless of gender.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City, where the employee's actions or speech is reasonably likely to result in disruption to the efficient operation of the City's government functions, or as otherwise authorized by applicable law.

6. **SALARIES**

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

A. **Certificate Pay:**

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

- | | | |
|----|--|------|
| 1. | California Class B Driver's License | 3% |
| 2. | California Contractor's License | 5% |
| 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

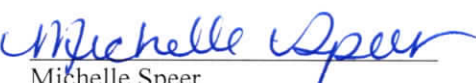
***Original on File**

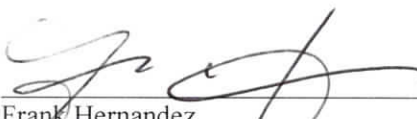
CITY OF LEMOORE

GENERAL ASSOCIATION OF SERVICE EMPLOYEES



Mary Lerner,
Agency Negotiator

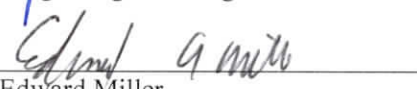

Jeramey Climer
Bargaining Unit Negotiator


Michelle Speer
Asst. City Manager/ASD


Frank Hernandez
Bargaining Unit Negotiator


Irene Ford
Bargaining Unit Negotiator


Maritza Jones
Bargaining Unit Negotiator


Edward Miller
Bargaining Unit Negotiator

**Side Letter Agreement Regarding the Memorandum of Understanding
Between the City of Lemoore and General Association of Service Employees
Bargaining Unit**

This Side Letter Agreement (“Agreement”) is made and entered into by the General Association of Service Employees (GASE) Bargaining Unit and the City of Lemoore (City), collectively referred to as the “Parties.”

WHEREAS, on March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law by President Biden. Section 9901 of ARPA amended Title VI of the Social Security Act to add sections that established the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, Local and Tribal governments in responding to the impact of COVID-19.

WHEREAS, the Fiscal Recovery Funds provide funds that may be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.

WHEREAS, eligible workers are defined as workers providing essential work in order to maintain continuity of operations of essential critical infrastructure sectors. Essential work is work involving regular in-person interactions or regular physical handling of items that were also handled by others.

WHEREAS, the Parties agree that GASE members meet the definition of “Eligible Worker” as defined above.

As such, having met and conferred in good faith, the Parties hereby agree to the following:

1. \$20,000 in premium pay will be paid (less all applicable state and federal taxes) to each eligible employee pursuant to the following schedule:
 - a. \$10,000 to be paid no later than December 3, 2021 (FY 2022)
 - b. \$5,000 paid on the first pay date in December 2022 (FY 2023)
 - c. \$5,000 paid on the first pay date in December 2023 (FY 2024)
 - d. Employees are eligible only if they are employed in a full-time position (a position which is expected to continue for an indefinite duration and works no less than 2080 hours per year), on the date of premium pay disbursement.

In addition, the Parties agree to the following:

1. The GASE agrees to forego negotiating for pay rate increases until Fiscal Year 2025.
2. The Parties agree that while all terms in the existing MOU shall be extended three (3) years and will currently remain in effect through June 30, 2025, either Party may request to re-open negotiations on the remainder of the MOU terms in each of the Fiscal Years referenced above (other than for pay rate increases which is expressly exempted by the terms of this Side Letter).

3. While the Parties understand the City has no obligation to provide an Essential Worker Premium or any other equivalent payment, the City will make the above agreed upon payments to each eligible employee to be paid as noted above. The employee shall be responsible for any and all CalPERS and tax consequences associated with this payment

Authorized representatives of the City and the GASE have met and the parties agree to adopt this side letter agreement as of the date below.

Date: 11/3/21

Date: 11/3/2021

City of Lemoore:

General Association of Service Employees:



Nathan Olson
City Manager



Jeramey Climer
President

**Side Letter Agreement #2 Regarding the Memorandum of Understanding
Between the City of Lemoore and the
General Association of Service Employees**

This Side Letter Agreement #2 ("Agreement") is made and entered into by the General Association of Service Employees (GASE) and the City of Lemoore (City), collectively referred to as the "Parties."

The purpose of this Agreement is to modify the Memorandum of Understanding ("MOU") entered into by the Parties originally effective July 1, 2021 through June 30, 2022 which term was extended for an additional three year term (July 1, 2022 through June 30, 2025) by a Side Letter approved on October 19, 2021 (Side Letter #1).

WHEREAS, pursuant to the terms of Side Letter #1, the Parties agreed that either Party may request to re-open negotiations on the MOU terms in each of the Fiscal Years referenced above (other than for pay rate increases which is expressly exempted by the Side Letter #1).

WHEREAS, during fiscal year 2022/2023, the GASE requested to re-open negotiations on the MOU terms.

The change to the MOU between the City and GASE is as follows:

1. Modification of Section 10 as noted below:

Section 10(C),c: Employees may cash out up to sixteen (16) hours of floating holiday time between pay dates occurring on January 12, 2024 through June 28, 2024. Employees wishing to cash out floating holiday, must submit a declaration form to Human Resources specifying the number of hours they intend to cash out in the following calendar year, no later than December 15, 2023. Declaration is irrevocable, and once submitted, cannot be changed.

2. Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.


Authorized representatives of the City and the GASE have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date below.

Date: 7/12/23


Date: 7/10/23

City of Lemoore:

**General Association of Service
Employees:**



Nathan Olson
City Manager



Ed Miller
President