

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEMOORE
&
THE LEMOORE GENERAL ASSOCIATION OF SERVICE EMPLOYEES UNIT
JULY 1, 2008 - JUNE 30, 2011**

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

1. RECOGNITION

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

2. PURPOSE

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation and understanding between the City and the Employees covered herein and to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours, and other terms and conditions of employment.

3. NON-DISCRIMINATION

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

4. DUES DEDUCTION

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

5. SALARIES

Classes represented by the Lemoore General Service Association of Service Employees will receive a 3% salary increase effective July 1, 2008, a 3% salary increase effective July 1, 2009 and a 3% salary increase effective July 1, 2010.

In addition to that base increase, effective January 1, 2009 one-time equity adjustments as enumerated here will be applied to the following list of positions:

Police Records Technician	6%
Sr. Maintenance Worker	4%
Community Service Officer	3%
Equipment Mechanic	4%
Senior Equipment Mechanic	11%
Bldg Maintenance/Collection System Coordinator	5%
Housing Specialist	13%
Code Enforcement Officer	25%
Secretary	5%
Office Assistant I	4%
Sr. Account Clerk	7%
Sr. Building Inspector	7%
Account Clerk II	9%
Account Clerk I	9%

Hence, the new schedule of salaries, effective July 1, 2008 will be as follows:

Classification	Range No.	Monthly Amount
Office Assistant I	226	(2018 – 2588)
Police Records Technician	240	(2163 – 2775)
Account Clerk I	241	(2174 – 2789)
Maintenance Worker I	252	(2295 – 2946)
Community Service Officer	252	(2295 – 2946)
Code Enforcement Officer	252	(2295 – 2946)
Office Assistant II	258	(2366 – 3036)
Account Clerk II	261	(2402 – 3081)
Secretary	266	(2462 – 3159)
Maintenance Worker II	272	(2536 – 3255)
Senior Account Clerk	289	(2761 – 3543)
Public Works/Planning Technician	289	(2761 – 3543)
Senior Maintenance Worker	290	(2775 – 3561)
Housing Specialist	290	(2775 – 3561)
Equipment Mechanic	294	(2831 – 3633)
Police Analyst	303	(2961 – 3800)
Senior Equipment Mechanic	304	(2976 – 3819)
Recreation Supervisor	316	(3159 – 4054)
Bldg Maint/Collection System Coordinator	320	(3223 – 4135)
Building Inspector	327	(3337 – 4282)
Assistant Planner	341	(3579 – 4593)
Senior Building Inspector	347	(3687 – 4732)

GASE Unit will receive a 3% salary increase effective July 1, 2009. The adjusted salary ranges shall be as follows:

Classification	Range No.	Monthly Amount
Office Assistant I	240	(2163 – 2775)
Police Records Technician	258	(2366 – 3036)
Maintenance Worker I	258	(2336 – 3036)
Community Service Officer	264	(2438 – 3127)
Office Assistant II	264	(2438 – 3127)

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Account Clerk I	265	(2450 -3143)
Maintenance Worker II	278	(2614 – 3354)
Secretary	282	(2666 – 3422)
Account Clerk II	285	(2705 – 3473)
Public Works/Planning Technician	295	(2845 – 3651)
Senior Maintenance Worker	304	(2976 – 3819)
Code Enforcement Officer	308	(3036 – 3895)
Equipment Mechanic	308	(3036 – 3895)
Senior Account Clerk	309	(3051 – 3914)
Police Analyst	309	(3051 – 3914)
Recreation Supervisor	322	(3255 – 4177)
Housing Specialist	322	(3255 – 4177)
Senior Equipment Mechanic	332	(3422 – 4391)
Building Inspector	333	(3439 – 4413)
Bldg Maint/Collection System Coordinator	336	(3490 – 4479)
Assistant Planner	347	(3687 – 4732)
Senior Building Inspector	367	(4074 – 5230)

GASE Unit will receive a 3% salary increase effective July 1, 2010. The adjusted salary ranges shall be as follows:

<u>Classification</u>	<u>Range No.</u>	<u>Monthly Amount</u>
Office Assistant I	246	(2229 - 2859)
Police Records Technician	264	(2438 – 3127)
Maintenance Worker I	264	(2438 - 3127)
Community Service Officer	270	(2510 – 3223)
Office Assistant II	270	(2510 – 3223)
Account Clerk I	271	(2523 – 3239)
Maintenance Worker II	284	(2692 – 3456)
Secretary	288	(2747 – 3525)
Account Clerk II	291	(2789 – 3579)
Public Works/Planning Technician	301	(2931 - 3762)
Senior Maintenance Worker	310	(3066 – 3934)
Code Enforcement Officer	314	(3127 – 4014)
Equipment Mechanic	314	(3127 - 4014)
Senior Account Clerk	315	(3143 – 4034)
Police Analyst	315	(3143 - 4034)
Recreation Supervisor	328	(3354 - 4303)
Housing Specialist	328	(3354 - 4303)
Senior Equipment Mechanic	338	(3525 – 4524)
Building Inspector	339	(3543 - 4547)
Bldg Maint/Collection System Coordinator	342	(3597 – 4616)
Assistant Planner	353	(3800 – 4876)
Senior Building Inspector	373	(4198 – 5389)

Certificate Pay:

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

1. California Class B Driver's License 3%
2. California Contractor's License 5%
3. Completion of Apprenticeship in "union trades" (max. of 2 from this group)

- a. Electrician 2%
 - b. Plumber 2%
 - c. HVAC 2%
 - d. Carpenter 2%
4. State Certificate for Insecticide/Pesticide Application 2%
5. Wastewater Treatment Operator State Certificate (cumulative to 7.5% max; only applicable until the parties agree to the new "Utility Operator" classifications, including the job description and salary. The parties have agreed to reclassify certificated Maintenance Worker positions in the Wastewater and Water Distribution assignments to Utility Operator, which will incorporate the certificate pay into the Utility Operator base salary. The parties agree that no incumbent employee will suffer any loss in compensation as a result of the reclassification.)
- a. Grade I 2.5%
 - b. Grade II 2.5%
 - c. Grade III 2.5%
6. Water Backflow Certificate 2%
7. Water Distribution State Certificate (cumulative to 7.5% max; only applicable until the parties agree to the new "Utility Operator" classifications, including the job description and salary. The parties have agreed to reclassify certificated Maintenance Worker positions in the Wastewater and Water Distribution assignments to Utility Operator, which will incorporate the certificate pay into the Utility Operator base salary. The parties agree that no incumbent employee will suffer any loss in compensation as a result of the reclassification.)
- a. Grade D-1 2.5%
 - b. Grade D-2 2.5%
 - c. Grade D-3 2.5%
8. Microsoft Office Certificate 1%
9. Microsoft Certified Engineer (Hardware and Software) 4%
10. ASE Certified Mechanic 5%
11. 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 Wastewater Treatment Operator State Certificates and Water Distribution State Certificates will be paid by the City, in which the City will be responsible for making all funding arrangements. Employees will be required to attend educational opportunities as directed by the City, and pass all tests. Retesting for any reason will be the sole financial responsibility of the employee.

3. Any combination of Certificate Pay (items 1 through 11 above) may not exceed 10%. However, College Degree Incentives described in section 16.B will be paid in addition to certificate pay, regardless of total. Both will be calculated on the base pay and not cumulative.
4. The Certificate/License must be applicable to the current job/assignment of the employee. For example, the City will not compensate an Account Clerk for a Class B license, and likewise will not compensate a maintenance worker in the refuse department for a Microsoft Certification.
5. The Certificate/License must be valid. If the license/certificate lapses, the premium pay will terminate until the certificate or license is renewed/reactivated, and evidence of the renewal is provided to the City.
6. The Certificate/License (or official proof thereof) must be in the possession of the employee and a copy provided to the City to keep on record before the premium can be paid.
7. Spanish Language Fluency will be tested and/or verified in a manner to be determined by the City.
8. Additional Premium Pay Certificates may only be added to the list by formal amendment to the Memorandum of Understanding.

Out-of-Class Pay:

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

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

Salary Step Increase – Merit:

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

6. RETIREMENT

The GASE Unit will continue to participate in CalPERS retirement system under the conditions set forth by the 2% at 55 formula. The City will continue to pay, for the terms of this MOU, 100% of the employer and employee contribution.

7. **HEALTH INSURANCE**

- A. From July 1, 2008 until December 31, 2008, the City's contribution for health and dental insurance premiums will not be modified from the previous MOU. Beginning January 1, 2009 City's contribution will become 70% of the least expensive health plus dental premium rates available to employees. Employees that decline all coverage will be provided an amount equal to the employee-only rate within the existing cafeteria plan.
- B. Employees who take PERS retirement within 120 days of retiring from the City of Lemoore may continue to be covered by the same health insurance program and provisions as active employees. Premiums will be paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

C. **Health and Benefits Committee:**

1. The City and the Union agree to continue using the Health Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
2. The City agrees that the Union may designate one committee member to represent the interests of the Union.
3. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
4. Unless the Union representative notifies the City of a disagreement, per section 3 above, the parties agree that the Committee process will fulfill all meet and confer obligations.

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

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

9. **HOLIDAYS**

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

Two (2) Floating Holidays

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

In addition, the last four hours of the workday on Christmas Eve and New Year's Eve will be considered holiday, for a total of 11 regular and 2 floating holidays per year. Floating Holidays are explained further in section 9.C.

B. Holiday Pay

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

C. Floating Holidays

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

10. SICK LEAVE

- A. Full time employees paid on a monthly or annual basis shall accrue paid sick leave at the rate of one day for each full calendar month of the employee's service, starting on the date of hire; however, an employee shall not be entitled to use sick leave until the probationary period is successfully passed.
- B. An employee may accumulate an unlimited number of sick leave credit days.
- C. Use of sick leave is governed by the City's Personnel System Guidelines.

11. VACATION DONATION PLAN FOR CATASTROPHIC LEAVE

- A. Catastrophic leave benefits have been established for City employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of an employee's pay to the injured or ill employee during the time the employee would

otherwise be on medical leave of absence without pay pursuant to the City's Personnel System Guidelines. Catastrophic leave benefits are contingent on the receipt of donated vacation time in the manner described below.

- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the City's Personnel System Guidelines except that, during that portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel System Guidelines and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event, may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces injury or prolonged illness (based on medical evidence) of the employee or employee's spouse, parent or child and the employee is absent from work caring for himself or herself or family members.
- E. Any City employee may donate vacation time to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave or CTO.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the office of the City Manager. The request must provide sufficient information to enable the City Manager to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits. However, donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the City-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- H. Donations must be a minimum of four (4) hours. The City will convert the donor's vacation time hours to a dollar equivalent amount. Ninety percent (95%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
- I. 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.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:
 - 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 - 2. The employee has exhausted all of his or her rights under the City's Personnel System Guidelines for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.

3. Donated leave credits have been exhausted.
4. Death of the ill or injured employee or subject family member.
5. The employee returns to full-time, active City employment.

12. VACATION

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

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

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

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

13. OVERTIME

- A. Overtime pay shall not be granted or paid except where specifically provided herein without prior approval of the Department Head. In lieu thereof, compensatory time off shall be granted to employees for all work performed in excess of their regularly scheduled workweek when such work is performed with the prior approval of their supervisor.
- B. The cap shall be ninety (90) hours.

- C. General Employees - The first ten (10) hours of overtime compensation per month shall be paid either in money or in compensatory time off, at the option of the employee.
- D. General Service employees who, in a given standard work week, will receive overtime compensation for all hours worked (or compensated for with sick leave, vacation, compensatory time, etc.) over 40 except when the claimed overtime and the paid leave time occur on the same day, and eight (8) hours or fewer were actually worked. All overtime hours worked must be approved by a supervisor.

14. CALL BACK

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

15. STAND-BY PAY

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

16. EDUCATION INCENTIVE

- A. General Service Employees who attend courses, which will assist them in performing their City functions or which will prepare them for higher City positions in the same or closely related field shall be eligible for reimbursement of 100% of the tuition and their registration costs of such education as well as for the actual cost of books and other materials required for the course.
 - 1. Approval of tuition and other reimbursements must be made by the City Manager prior to the employee registering for the course. Actual reimbursement shall be upon successful completion of the approved course.
 - 2. Educational programs where a degree may be sought and which have prior approval of the City Manager are subject to the following:

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

17. UNIFORM ALLOWANCE

- A. The City agrees to continue to provide \$500 annually to the non-sworn Police Department employees that are required to wear uniforms. Said allowance will be payable at the same time and in the same manner as it is paid to Police Officers of the City. The Uniform Allowance is paid in advance at the beginning of each fiscal year. Any employee covered in this paragraph and hired after the beginning of the fiscal year will not receive a Uniform Allowance until the beginning of the next fiscal year.
- B. The City agrees to pay \$100 per year boot / shoe allowance, payable by separate check with July paycheck prorated (by quarter) for employment for previous 12-months for the following classifications:

Maintenance Worker I & II	Senior Maintenance Worker
Equipment Mechanic	Senior Equipment Mechanic
Building Inspector	Senior Building Inspector

18. WORK SCHEDULES

- A. Schedule changes will only be instituted due to operational changes, such as seasonal workload/safety concerns, etc. Temporary operational issues may require non-standard shifts of limited frequency.

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

8 Hour Day Schedules

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

4 - 10 Schedule

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

9 & 4 Schedule

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

8 & 4 Schedule

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

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

19. GRIEVANCE PROCEDURES

The grievance procedures are stated in Rule 12 of the City's Personnel System Guidelines.

20. DISCIPLINARY ACTION: DEFINITION

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

21. FUTURE BARGAINING

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

22. ACCUMULATION / VESTING

The City and the Union agree that nothing contained in this MOU shall be interpreted as to imply or permit the accumulation or vesting of any written or unwritten employee rights beyond the termination date of this MOU.

23. MAINTENANCE OF OPERATION - CONCERTED ACTIVITY

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, the Union agrees that as of 12:01 of the first calendar day immediately following the legal ratification of this MOU by the City Council, through June 30, 2011 and inclusive of meeting and conferring on a successor agreement to this MOU, neither the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage, slow down or picketing against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has engaged in any activity prohibited by Paragraph I of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

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

24. CONCLUSIVENESS

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

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

25. MANAGEMENT RIGHTS

- A. The Union recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code.
- B. The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of Policies, Rules, Regulations and Practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU.
- C. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this MOU.
- D. The exclusive rights of the City shall include but not be limited to, the right to:
 - 1. determine the organization of City Government and the mission of its constituent agencies;
 - 2. determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities;
 - 3. exercise control and discretion over its organization and operation through its managerial employees;
 - 4. establish and effect Rules and Guidelines consistent with the applicable law and the specific and express provisions of this MOU;
 - 5. establish and implement standards of selecting City Personnel and standards for continued employment with the City;
 - 6. direct the work force by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action;
 - 7. relieve its employees from duty because of lack of work, funds or for other reasons;
 - 8. determine whether goods or services shall be made, purchased or contracted for; and,
 - 9. otherwise act in the interest of efficient service to the Community.
- E. The Union recognizes and agrees that the City retains its rights to take whatever action it deems appropriate during an emergency, including suspension of the terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City and is expressly excluded from the provisions of

any grievance procedure. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decision of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party as soon thereafter as practicable.

25. SAVINGS CLAUSE

If any article or Section of this MOU or an Addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding rules, regulations, law or order by a governmental authority other than the City, such Article or Provision shall be immediately suspended and be of no force and effect, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. Invalidation of a part or portion of this MOU shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated Section.

26. TERM OF MEMORANDUM

Except where otherwise specifically stated, the provisions of this MOU shall be effective for the period of July 1, 2008 through and inclusive of the period of meeting and conferring on a successor agreement, or June 30, 2011, whichever is later.

After June 30, 2011, either party may terminate this agreement by providing written notice to the other party, provided that meeting and conferring has concluded.

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


RATIFICATION SIGNATURES

***Original on File**

CITY OF LEMOORE


**GENERAL ASSOCIATION OF
SERVICE EMPLOYEES**

Jeff Britz, City Manager



Charles Riddle, President

Jarrell P. Prichard, Administrative Analyst



Jean Zubiri, Vice President

William C. Douglas, Consultant



Mary J. Venegas, Secretary