

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LEMOORE

&

THE LEMOORE POLICE OFFICERS ASSOCIATION

JANUARY 1, 2018 – JUNE 30, 2020

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ARTICLE 1

INTRODUCTION

Section 1 - Purpose:

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

Section 2 - Full Understanding, Modifications, Waiver:

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or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.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

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.

ARTICLE 3

RECOGNITION

Section 1 - Definition of Bargaining Unit:

Per the provisions of Rule 22 of the Personnel System Guidelines, the City of Lemoore formally recognizes the Lemoore Police Officers Association as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Officers and Corporals.

Section 2 - New and/or Changed Classifications:

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

ARTICLE 4

UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a monthly basis by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within one week of the pay day.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If employees covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall have the right to refuse to join or participate in any employee organization.
- 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.
- 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.

Section 2 - Management Rights:

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

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Milias Brown Act).

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

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

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

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

Section 2 - Negotiating Team:

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

Section 3 - Management / Labor Meetings:

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

Section 4 - Attendance at Hearings:

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

Section 5 - Donation of Vacation to Union Leave Bank:

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

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

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

Section 2 - Access to Recruits:

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

Section 3 - Access to City Information:

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

Section 4 - Access to City Communications System:

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

Section 5 - Notice of City Council Meetings:

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

Section 6 - Ballot Boxes:

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

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

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

Section 2 - Working Off Suspension:

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

Section 3 – Police Officer's Rights:

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

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

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

Section 2 - Department Seniority:

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

Section 3 - Classification Seniority:

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

Section 4 - Ties in Seniority:

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

Section 5 - Forfeiture of Seniority:

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

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation.
- B. The officer is dismissed and is not reinstated.
- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
- D. The officer retires on a regular service retirement.

- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

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

ARTICLE 10

COMPENSATION

Section 1 – Salary and Educational Incentives Effective January 1, 2018:

From November 1, 2017 to January 1, 2018 members represented by Lemoore Police Officers Association shall be paid in accordance with the salary schedule attached as Appendix 1 Table 1.

Effective January 1, 2018, the bi-weekly salary range for Police Officer and Corporal classifications covered by this Agreement shall be paid in accordance with the salary schedule attached as Appendix 1 Table 2.

Effective January 1, 2018, unit members will be paid bi-weekly. Each pay period shall cover two weeks, beginning with a Monday and ending on a Sunday. Pay for the pay period will normally be issued on the Friday following the end of the pay period.

Section 2 – Bonuses and Incentives:

- A. **Longevity Bonuses:** Effective through the term of this MOU, the City will continue to provide longevity bonuses for Officers as per the following schedule:

- i. \$5,000 upon completion of the 5th year of consecutive service
- ii. \$5,000 upon completion of the 10th year of consecutive service
- iii. \$5,000 upon completion of the 15th year of consecutive service

Officers that have received longevity bonuses by the prior MOU are not eligible for repeat bonuses, however, normal continuation through the above schedule is allowed.

- B. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- C. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$1.50 per hour while actually spent training a designated trainee.
 2. Narcotics Task Force: Employees assigned as to the Narcotics Task Force will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 3. Gang Task Force: Employees assigned as to the Gang Task Force will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 4. Detective: Employees assigned as a Detective will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable.
 5. Youth Development Officer: Employees assigned as a Youth Development Officers will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 6. Motorcycle Officer: Employees assigned as a Motorcycle Officers will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 7. Canine Officer: Employees assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.
 8. POP Officer: Employees assigned to Problem-Oriented Policing will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.

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

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal 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 four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12

CLOTHING

Section 1 - Uniform Allowance:

- A. The City shall provide the following equipment to newly hired Police Officers and Corporals, which, upon termination of employment with the Lemoore Police Department, is to be returned to the department:

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

- B. For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police jacket, or optional type jacket approved by the Division Commander, one (1) pair winter gloves. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Replacement of motorcycle boots due to normal wear and tear will be based on approval by the Division Commander. All other uniform related replacement will be the responsibility of the motor officer and will fall under the annual uniform allowance stipend.
- C. Officers assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.
- D. Officers assigned to Gang Task Force will be provided two (2) sets of complete uniforms and a tactical vest required of their assignment. Uniform replacement after initial assignment will be the responsibility of the individual officer and shall fall under the annual uniform allowance stipend.
- E. In January of each year, the City shall pay a uniform allowance of \$1200, by separate check, for maintaining said safety equipment. The uniform allowance shall be paid once a year in January.
- F. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed \$25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed \$65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

- A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.
- B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm, ammunition, and carrier upon their date of hire.

ARTICLE 13

ACTING PAY

In the event the Police Chief determines that it is necessary to assign an employee for any period of 80 hours of assignment to perform the duties of a *higher* paid classification during a month or two adjoining week period, the employee shall receive an additional 5% out-of-class pay during the period in which the employee is performing the duties of the higher paid classification, paid retroactively to the first day performing the duties.

ARTICLE 14
DISABILITY INSURANCE

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

ARTICLE 15
HEALTH INSURANCE AND CAFETERIA PLAN

Section 1 – Premium Shares:

The City's contribution to the employees' health benefits covered by the City's cafeteria plan will equal up to \$1350.00 monthly for each employee. Any health benefit coverage the employee chooses from the health insurance plan which the City's contribution does not cover will be the employee's responsibility. The employee may use his or her Flexible Spending benefits, if she or he has elected such benefits, to pay for any premium cost above the City's contribution. If the employee elects health benefit coverage that costs less than the City's maximum contribution, the City will not pay the difference between the employee's premium costs and the City's maximum contribution. Health insurance costs will be deducted bi-weekly from the employee's gross paycheck.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.
- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
- C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.

- D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.

Section 3 – Cash in Lieu of Benefits:

The City will no longer provide cash in lieu of health benefits to new employees or to those who do not currently receive cash in lieu. Currently, will be defined as those employees receiving cash in lieu benefits as of October 15, 2017. Employees who currently receive cash in lieu, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Cash in lieu 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.

ARTICLE 16

DEFERRED COMPENSATION

The City will continue to provide a dollar-for-dollar match, up to 3% of the employee's base wage, for voluntary employee contributions into the deferred compensation program. The City match will be capped at 3%.

ARTICLE 17

CATASTROPHIC LEAVE

The City will allow employees to participate in the City's Catastrophic Leave Program. Additionally, employees may donate compensatory time to the affected employee as part of the program.

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 and/or compensatory 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 or CTO to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave.
- 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 or CTO time hours to a dollar equivalent amount. Ninety-five 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.

ARTICLE 18

RETIREMENT

Section 1 – Classic Members:

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

Section 2 – New Members:

- A. Sworn officers hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRA shall participate in the 2% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

ARTICLE 19

HOLIDAYS

The City provides paid holidays on the following days:

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

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

In addition to the above Holidays, the City provides employees two floating holidays per fiscal year. These days are provided on July 1 each year and may not be carried to the next fiscal year. Employees serving their probationary period may not use their floating holidays. Floating holidays may be used any time during the year upon approval from a supervisor with exception to the day before or after a City paid holiday. Employees hired after July 1 and before December 31, will receive 1 floating holiday during the fiscal year. Employees hired after December 31 and before July 1, will not receive any floating holidays that fiscal year.

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. In-Lieu Holiday Pay is made in two payments annually, during the May and November pay periods. Six Holidays are paid at each period.

ARTICLE 20

VACATION

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

Section 1 - Vacation Allowance:

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

Years of Service	Days of Vacation Earned	Monthly Accrual	Maximum Accrual
Up to 2 years	11	7.33 hours	176 hours
After 2 years to 4 years	13	8.67 hours	208 hours
After 4 years to 9 years	15	10 hours	240 hours
After 9 years to 14 years	18	12 hours	288 hours
After 14 years	19	12.67 hours	304 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not allow the accrued leave balance to exceed twice his/her annual accrual rate, unless specifically approved in writing by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

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

Section 4 - Vacation Scheduling:

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

Section 5 - Vacation Allowance For Employees Upon Separation:

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

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 28 day work period for law enforcement personnel. Employees, in a given 28 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave, but not compensatory time paid) over 160. 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 160 in a 28 day work cycle; however, City is in under no obligation to pay out, in Overtime Pay, more than is allocated in the Police Department's Overtime Budget. In cases where the overtime budget is exhausted, employees will receive Compensatory Time Off.

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:

Employees may cash out up to 40 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 May and the last pay period of November. The election to cash out must be made prior to May 10 in order receive payment on the last pay period of May, and prior to November 10 in order to receive payment on the last pay period of November. It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

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

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or a twenty-eight (28) day period, twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23

SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 24

HOME BUYER'S PROGRAM

Permanent Full-Time Employees are eligible to apply for and receive a loan in the amount of fifteen thousand dollars (\$15,000.00) to be used for the purchase of a home within the City limits. The home purchased must be the employee's primary residence. Any change in residence by the employee occurs or the employee sales the home the loan, or the prorata 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.

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

ARTICLE 25

TERM OF AGREEMENT

The term of this MOU shall be two and a half fiscal years from January 1, 2018, through June 30, 2020. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

In January 2019, either party can reopen this Agreement for good faith negotiations with respect to salary, CalPERS contributions, and benefits in the event of revenue increase or decrease.


One Hundred and Twenty (120) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than March 1, 2020. 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


ASSOCIATION OFFICERS



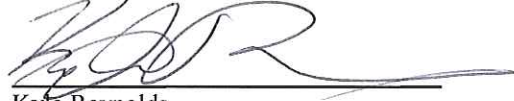
Jenell Van Bindsbergen,
Agency Negotiator




Mark Pescatore
Bargaining Unit Negotiator



Heather Corder
Finance Director



Kyle Reynolds
Bargaining Unit Negotiator



Janie Vengas
City Clerk/Human Resource Manager



Jason Stephens
Bargaining Unit Negotiator

Appendix 1

PAY STEPS

Salary Schedule Table 1

TITLE	RANGE		1	2	3	4	5	6
ACCOUNT CLERK	15	MONTHLY	2638	2770	2908	3054	3207	3367
		YEARLY	31,657	33,239	34,901	36,646	38,479	40,403
ACCOUNT CLERK II	25	MONTHLY	2914	3060	3213	3373	3542	3719
		YEARLY	34,968	36,717	38,553	40,480	42,504	44,630
ACCOUNT TECHNICIAN	44	MONTHLY	3520	3697	3881	4075	4279	4493
		YEARLY	42,246	44,358	46,576	48,905	51,350	53,917
ACCOUNTANT	61	MONTHLY	4169	4378	4597	4827	5068	5321
		YEARLY	50,032	52,533	55,160	57,918	60,814	63,855
ADMINISTRATIVE ASSISTANT I	23	MONTHLY	2857	2999	3149	3307	3472	3646
		YEARLY	34,279	35,993	37,793	39,683	41,667	43,750
ADMINISTRATIVE ASSISTANT II	28	MONTHLY	3002	3152	3310	3476	3649	3832
		YEARLY	36,028	37,829	39,721	41,707	43,792	45,982
ASSISTANT CITY MANAGER	123	MONTHLY	7727	8113	8519	8945	9392	9861
		YEARLY	92,720	97,356	102,223	107,335	112,701	118,336
BUILDING INSPECTOR	49	MONTHLY	3700	3885	4079	4283	4497	4722
		YEARLY	44,401	46,621	48,952	51,399	53,969	56,668
BUILDING PERMIT TECHNICIAN	24	MONTHLY	2885	3029	3181	3340	3507	3682
		YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
CITY CLERK / HR MANAGER	104	MONTHLY	6396	6715	7051	7404	7774	8163
		YEARLY	76,748	80,585	84,614	88,845	93,287	97,952
CITY MANAGER	142	MONTHLY	9335	9801	10291	10806	11346	11914
		YEARLY	112,015	117,616	123,497	129,672	136,155	142,963
COMMUNITY DEVELOPMENT DIRECTOR	114	MONTHLY	7065	7418	7789	8178	8587	9017
		YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
COMMUNITY SERVICES OFFICER	25	MONTHLY	2914	3060	3213	3373	3542	3719
		YEARLY	34,968	36,717	38,553	40,480	42,504	44,630
EVIDENCE TECHNICIAN	24	MONTHLY	2885	3029	3181	3340	3507	3682
		YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
EXECUTIVE ASSISTANT	67	MONTHLY	4426	4647	4879	5123	5380	5649
		YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
FINANCE DIRECTOR / CFO	122	MONTHLY	7650	8033	8434	8856	9299	9764
		YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
JUNIOR ACCOUNTANT	51	MONTHLY	3774	3963	4161	4369	4588	4817
		YEARLY	45,293	47,558	49,936	52,432	55,054	57,807
MAINTENANCE COORDINATOR	50	MONTHLY	3737	3924	4120	4326	4542	4770
		YEARLY	44,845	47,087	49,441	51,913	54,509	57,234
MAINTENANCE WORKER I	11	MONTHLY	2535	2662	2795	2935	3081	3236
		YEARLY	30,421	31,942	33,539	35,216	36,977	38,826
MAINTENANCE WORKER II	21	MONTHLY	2800	2940	3087	3242	3404	3574
		YEARLY	33,604	35,284	37,048	38,901	40,846	42,888
MANAGEMENT ANALYST	75	MONTHLY	4793	5032	5284	5548	5825	6117
		YEARLY	57,510	60,386	63,405	66,575	69,904	73,399
MECHANIC I	36	MONTHLY	3251	3414	3584	3764	3952	4149
		YEARLY	39,013	40,964	43,012	45,163	47,421	49,792

PAY STEPS

Salary Schedule Table 1

TITLE	RANGE		1	2	3	4	5	6
MECHANIC II	48	MONTHLY	3663	3847	4039	4241	4453	4676
		YEARLY	43,961	46,159	48,467	50,890	53,435	56,107
OFFICE ASSISTANT I	2	MONTHLY	2318	2434	2556	2683	2817	2958
		YEARLY	27,815	29,206	30,666	32,200	33,810	35,500
OFFICE ASSISTANT II	14	MONTHLY	2612	2743	2880	3024	3175	3334
		YEARLY	31,343	32,910	34,556	36,284	38,098	40,003
PARKS & RECREATION DIRECTOR	108	MONTHLY	6655	6988	7338	7704	8090	8494
		YEARLY	79,864	83,857	88,050	92,453	97,075	101,929
PAYROLL TECHNICIAN	49	MONTHLY	3700	3885	4079	4283	4497	4722
		YEARLY	44,401	46,621	48,952	51,399	53,969	56,668
PLANNING TECHNICIAN	24	MONTHLY	2885	3029	3181	3340	3507	3682
		YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
POLICE CHIEF	133	MONTHLY	8535	8962	9410	9880	10374	10893
		YEARLY	102,420	107,541	112,918	118,564	124,492	130,717
POLICE COMMANDER B/A	111	MONTHLY	6857	7200	7560	7938	8335	8751
		YEARLY	82,284	86,398	90,718	95,254	100,017	105,017
POLICE CORPORAL	72	MONTHLY	4652	4884	5128	5385	5654	5937
		YEARLY	55,819	58,610	61,540	64,617	67,848	71,241
POLICE CORPORAL AA	77	MONTHLY	4889	5133	5390	5659	5942	6240
		YEARLY	58,666	61,600	64,680	67,914	71,309	74,875
POLICE CORPORAL BA	82	MONTHLY	5138	5395	5665	5948	6246	6558
		YEARLY	61,659	64,742	67,979	71,378	74,947	78,694
POLICE OFFICER	57	MONTHLY	4007	4207	4417	4638	4870	5114
		YEARLY	48,080	50,484	53,008	55,658	58,441	61,363
POLICE OFFICER AA	62	MONTHLY	4211	4422	4643	4875	5119	5374
		YEARLY	50,532	53,059	55,712	58,497	61,422	64,493
POLICE OFFICER BA	67	MONTHLY	4426	4647	4879	5123	5380	5649
		YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
POLICE RECORDS SUPERVISOR	48	MONTHLY	3663	3847	4039	4241	4453	4676
		YEARLY	43,961	46,159	48,467	50,890	53,435	56,107
POLICE RECORDS TECHNICIAN I	11	MONTHLY	2535	2662	2795	2935	3081	3236
		YEARLY	30,421	31,942	33,539	35,216	36,977	38,826
POLICE RECORDS TECHNICIAN II	16	MONTHLY	2664	2798	2938	3084	3239	3401
		YEARLY	31,973	33,572	35,250	37,013	38,863	40,807
POLICE SERGEANT	87	MONTHLY	5400	5670	5954	6252	6564	6892
		YEARLY	64,804	68,044	71,446	75,019	78,770	82,708
POLICE SERGEANT AA	92	MONTHLY	5676	5960	6258	6570	6899	7244
		YEARLY	68,110	71,515	75,091	78,845	82,788	86,927
POLICE SERGEANT BA	97	MONTHLY	5965	6264	6577	6906	7251	7613
		YEARLY	71,584	75,163	78,921	82,867	87,011	91,361
PUBLIC WORKS DIRECTOR	114	MONTHLY	7065	7418	7789	8178	8587	9017
		YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
RECREATION COORDINATOR	36	MONTHLY	3251	3414	3584	3764	3952	4149
		YEARLY	39,013	40,964	43,012	45,163	47,421	49,792
RECREATION SPECIALIST	23	MONTHLY	2857	2999	3149	3307	3472	3646

PAY STEPS

Salary Schedule Table 1

TITLE	RANGE		1	2	3	4	5	6
		YEARLY	34,279	35,993	37,793	39,683	41,667	43,750
SENIOR MAINTENANCE WORKER	34	MONTHLY	3187	3346	3514	3689	3874	4068
		YEARLY	38,245	40,157	42,165	44,273	46,486	48,811
SENIOR WASTEWATER UTILITY OPERATOR	45	MONTHLY	3556	3733	3920	4116	4322	4538
		YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
SENIOR WATER UTILITY OPERATOR	45	MONTHLY	3556	3733	3920	4116	4322	4538
		YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
SUPERINTENDENT	75	MONTHLY	4793	5032	5284	5548	5825	6117
		YEARLY	57,510	60,386	63,405	66,575	69,904	73,399
UTILITES MANAGER	96	MONTHLY	5906	6202	6512	6837	7179	7538
		YEARLY	70,875	74,419	78,140	82,047	86,149	90,457
WASTEWATER UTILITY OPERATOR I	24	MONTHLY	2885	3029	3181	3340	3507	3682
		YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
WASTEWATER UTILITY OPERATOR II	34	MONTHLY	3187	3346	3514	3689	3874	4068
		YEARLY	38,245	40,157	42,165	44,273	46,486	48,811
WASTEWATER UTILITY OPERATOR III	39	MONTHLY	3350	3517	3693	3878	4071	4275
		YEARLY	40,195	42,205	44,315	46,531	48,858	51,301
WATER UTILITY OPERATOR I	24	MONTHLY	2885	3029	3181	3340	3507	3682
		YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
WATER UTILITY OPERATOR II	34	MONTHLY	3187	3346	3514	3689	3874	4068
		YEARLY	38,245	40,157	42,165	44,273	46,486	48,811
WATER UTILITY OPERATOR III	39	MONTHLY	3350	3517	3693	3878	4071	4275
		YEARLY	40,195	42,205	44,315	46,531	48,858	51,301

SALARY SCHEDULE
Effective January 1, 2018

Salary Schedule Table 2

TITLE	RANGE		1	2	3	4	5	6
ACCOUNT CLERK I	23	BI-WEEKLY	1,318	1,384	1,454	1,526	1,603	1,683
		YEARLY	34,279	35,993	37,793	39,683	41,667	43,750
ACCOUNT CLERK II	33	BI-WEEKLY	1,456	1,529	1,606	1,686	1,770	1,859
		YEARLY	37,866	39,759	41,747	43,834	46,026	48,328
ACCOUNT TECHNICIAN	52	BI-WEEKLY	1,759	1,847	1,940	2,037	2,139	2,246
		YEARLY	45,746	48,033	50,435	52,957	55,605	58,385
ACCOUNTANT	69	BI-WEEKLY	2,084	2,188	2,297	2,412	2,533	2,659
		YEARLY	54,177	56,886	59,730	62,717	65,853	69,145
ADMINISTRATIVE ASSISTANT I	31	BI-WEEKLY	1,428	1,499	1,574	1,653	1,735	1,822
		YEARLY	37,120	38,976	40,925	42,971	45,119	47,375
ADMINISTRATIVE ASSISTANT II	36	BI-WEEKLY	1,501	1,576	1,654	1,737	1,824	1,915
		YEARLY	39,013	40,964	43,012	45,163	47,421	49,792
ASSISTANT CITY MANAGER	131	BI-WEEKLY	3,862	4,055	4,257	4,470	4,694	4,929
		YEARLY	100,402	105,422	110,693	116,228	122,039	128,141
BUILDING INSPECTOR	57	BI-WEEKLY	1,849	1,942	2,039	2,141	2,248	2,360
		YEARLY	48,080	50,484	53,008	55,658	58,441	61,363
BUILDING PERMIT TECHNICIAN	32	BI-WEEKLY	1,442	1,514	1,590	1,669	1,753	1,840
		YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
CITY CLERK / HR MANAGER	112	BI-WEEKLY	3,196	3,356	3,524	3,700	3,885	4,080
		YEARLY	83,107	87,262	91,625	96,206	101,017	106,068
CITY MANAGER	150	BI-WEEKLY	4,665	4,899	5,143	5,401	5,671	5,954
		YEARLY	121,297	127,361	133,730	140,416	147,437	154,809
COMMUNITY DEVELOPMENT DIRECTOR	122	BI-WEEKLY	3,531	3,707	3,893	4,087	4,292	4,506
		YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
COMMUNITY SERVICES OFFICER	33	BI-WEEKLY	1,456	1,529	1,606	1,686	1,770	1,859
		YEARLY	37,866	39,759	41,747	43,834	46,026	48,328
EVIDENCE TECHNICIAN	32	BI-WEEKLY	1,442	1,514	1,590	1,669	1,753	1,840
		YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
EXECUTIVE ASSISTANT	75	BI-WEEKLY	2,212	2,323	2,439	2,561	2,689	2,823
		YEARLY	57,510	60,386	63,405	66,575	69,904	73,399
FINANCE DIRECTOR / CFO	130	BI-WEEKLY	3,823	4,015	4,215	4,426	4,647	4,880
		YEARLY	99,408	104,378	109,597	115,077	120,831	126,873
JUNIOR ACCOUNTANT	59	BI-WEEKLY	1,886	1,981	2,080	2,184	2,293	2,408
		YEARLY	49,046	51,498	54,073	56,777	59,616	62,597
MAINTENANCE COORDINATOR	58	BI-WEEKLY	1,868	1,961	2,059	2,162	2,270	2,384
		YEARLY	48,560	50,988	53,538	56,215	59,025	61,977
MAINTENANCE WORKER I	19	BI-WEEKLY	1,267	1,330	1,397	1,467	1,540	1,617
		YEARLY	32,942	34,589	36,318	38,134	40,041	42,043
MAINTENANCE WORKER II	29	BI-WEEKLY	1,400	1,470	1,543	1,620	1,701	1,786
		YEARLY	36,388	38,208	40,118	42,124	44,230	46,442
MANAGEMENT ANALYST	83	BI-WEEKLY	2,395	2,515	2,641	2,773	2,911	3,057
		YEARLY	62,275	65,389	68,659	72,092	75,696	79,481
MECHANIC I	44	BI-WEEKLY	1,625	1,706	1,791	1,881	1,975	2,074
		YEARLY	42,246	44,358	46,576	48,905	51,350	53,917
MECHANIC II	56	BI-WEEKLY	1,831	1,922	2,019	2,120	2,225	2,337
		YEARLY	47,604	49,984	52,483	55,107	57,862	60,756

Effective January 1, 2018

Salary Schedule Table 2

TITLE	RANGE		1	2	3	4	5	6
OFFICE ASSISTANT I	10	BI-WEEKLY YEARLY	1,158 30,120	1,216 31,626	1,277 33,207	1,341 34,868	1,408 36,611	1,479 38,442
OFFICE ASSISTANT II	22	BI-WEEKLY YEARLY	1,305 33,940	1,371 35,637	1,439 37,419	1,511 39,290	1,587 41,254	1,666 43,317
PARKS & RECREATION DIRECTOR	116	BI-WEEKLY YEARLY	3,326 86,481	3,493 90,805	3,667 95,346	3,850 100,113	4,043 105,118	4,245 110,374
PAYROLL TECHNICIAN	57	BI-WEEKLY YEARLY	1,849 48,080	1,942 50,484	2,039 53,008	2,141 55,658	2,248 58,441	2,360 61,363
PLANNING TECHNICIAN	32	BI-WEEKLY YEARLY	1,442 37,491	1,514 39,366	1,590 41,334	1,669 43,400	1,753 45,570	1,840 47,849
POLICE CHIEF	141	BI-WEEKLY YEARLY	4,266 110,906	4,479 116,452	4,703 122,274	4,938 128,388	5,185 134,807	5,444 141,548
POLICE COMMANDER B/A	119	BI-WEEKLY YEARLY	3,427 89,102	3,598 93,557	3,778 98,235	3,967 103,146	4,166 108,304	4,374 113,719
POLICE CORPORAL	80	BI-WEEKLY YEARLY	2,325 60,444	2,441 63,466	2,563 66,639	2,691 69,971	2,826 73,470	2,967 77,143
POLICE CORPORAL AA	85	BI-WEEKLY YEARLY	2,443 63,527	2,566 66,704	2,694 70,039	2,828 73,541	2,970 77,218	3,118 81,079
POLICE CORPORAL BA	90	BI-WEEKLY YEARLY	2,568 66,768	2,696 70,106	2,831 73,611	2,973 77,292	3,121 81,157	3,277 85,214
POLICE OFFICER	65	BI-WEEKLY YEARLY	2,002 52,063	2,103 54,666	2,208 57,400	2,318 60,270	2,434 63,283	2,556 66,447
POLICE OFFICER AA	70	BI-WEEKLY YEARLY	2,105 54,719	2,210 57,455	2,320 60,328	2,436 63,344	2,558 66,511	2,686 69,837
POLICE OFFICER BA	75	BI-WEEKLY YEARLY	2,212 57,510	2,323 60,386	2,439 63,405	2,561 66,575	2,689 69,904	2,823 73,399
POLICE RECORDS SUPERVISOR	56	BI-WEEKLY YEARLY	1,831 47,604	1,922 49,984	2,019 52,483	2,120 55,107	2,225 57,862	2,337 60,756
POLICE RECORDS TECHNICIAN I	19	BI-WEEKLY YEARLY	1,267 32,942	1,330 34,589	1,397 36,318	1,467 38,134	1,540 40,041	1,617 42,043
POLICE RECORDS TECHNICIAN II	29	BI-WEEKLY YEARLY	1,400 36,388	1,470 38,208	1,543 40,118	1,620 42,124	1,701 44,230	1,786 46,442
POLICE SERGEANT	95	BI-WEEKLY YEARLY	2,699 70,173	2,834 73,682	2,976 77,366	3,124 81,235	3,281 85,296	3,445 89,561
POLICE SERGEANT AA	100	BI-WEEKLY YEARLY	2,837 73,753	2,978 77,441	3,127 81,313	3,284 85,378	3,448 89,647	3,620 94,130
POLICE SERGEANT BA	105	BI-WEEKLY YEARLY	2,981 77,515	3,130 81,391	3,287 85,460	3,451 89,734	3,624 94,220	3,805 98,931
PUBLIC WORKS DIRECTOR	122	BI-WEEKLY YEARLY	3,531 91,802	3,707 96,392	3,893 101,211	4,087 106,272	4,292 111,585	4,506 117,165
RECREATION COORDINATOR	44	BI-WEEKLY YEARLY	1,625 42,246	1,706 44,358	1,791 46,576	1,881 48,905	1,975 51,350	2,074 53,917
RECREATION SPECIALIST	31	BI-WEEKLY YEARLY	1,428 37,120	1,499 38,976	1,574 40,925	1,653 42,971	1,735 45,119	1,822 47,375
SENIOR MAINTENANCE WORKER	42	BI-WEEKLY YEARLY	1,593 41,413	1,672 43,484	1,756 45,658	1,844 47,941	1,936 50,338	2,033 52,855
SENIOR WASTEWATER UTILITY OPERATOR	53	BI-WEEKLY	1,777	1,866	1,959	2,057	2,160	2,268

Effective January 1, 2018

Salary Schedule Table 2

TITLE	RANGE	1	2	3	4	5	6
	YEARLY	46,204	48,514	50,939	53,486	56,161	58,969
SENIOR WATER UTILITY OPERATOR	53 BI-WEEKLY	1,777	1,866	1,959	2,057	2,160	2,268
	YEARLY	46,204	48,514	50,939	53,486	56,161	58,969
SUPERINTENDENT	83 BI-WEEKLY	2,395	2,515	2,641	2,773	2,911	3,057
	YEARLY	62,275	65,389	68,659	72,092	75,696	79,481
UTILITES MANAGER	104 BI-WEEKLY	2,952	3,099	3,254	3,417	3,588	3,767
	YEARLY	76,748	80,585	84,614	88,845	93,287	97,952
WASTEWATER UTILITY OPERATOR I	32 BI-WEEKLY	1,442	1,514	1,590	1,669	1,753	1,840
	YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
WASTEWATER UTILITY OPERATOR II	42 BI-WEEKLY	1,593	1,672	1,756	1,844	1,936	2,033
	YEARLY	41,413	43,484	45,658	47,941	50,338	52,855
WASTEWATER UTILITY OPERATOR III	47 BI-WEEKLY	1,674	1,758	1,846	1,938	2,035	2,137
	YEARLY	43,526	45,702	47,987	50,387	52,906	55,551
WATER UTILITY OPERATOR I	32 BI-WEEKLY	1,442	1,514	1,590	1,669	1,753	1,840
	YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
WATER UTILITY OPERATOR II	42 BI-WEEKLY	1,593	1,672	1,756	1,844	1,936	2,033
	YEARLY	41,413	43,484	45,658	47,941	50,338	52,855
WATER UTILITY OPERATOR III	47 BI-WEEKLY	1,674	1,758	1,846	1,938	2,035	2,137
	YEARLY	43,526	45,702	47,987	50,387	52,906	55,551

Appendix 2

Home Buyer's Program Promissory Note

PROMISSORY NOTE

Principal Amount: \$15,000.00

Date:

I, XXXXXXXXXXXX SSN: XXXX do hereby promise to pay the City of Lemoore the loan amount above. I understand that should the home I purchase cease to be my primary residence prior to _____, the pro-rata balance as defined in the Memorandum of Understanding between the City and the Police Officers Association shall immediately become due and payable. I understand that if I terminate, resign, or cease to be employed by the City, the pro-rata balance as defined in the Memorandum of Understanding between the City and the Police Officers Association shall become immediately due and payable and said balance will be deducted from my final compensation unless other arrangements have been made. Should a suit be commenced or an attorney be employed to enforce the payment of this note, I agree to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit. Principal is payable in lawful money of the United States.

XXXXXXXXXX

Date

For the City

Date