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Memorandum of Understanding

The City of Lindsay & The Lindsay City Employees Association

August 08, 2023 – December 31, 2024

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

**TABLE OF CONTENTS**

ARTICLE 1 RECOGNITION ..... 4

ARTICLE 2 PURPOSE.....4

ARTICLE 3 MANAGEMENT RIGHTS.....4

ARTICLE 4 MAINTENANCE OF BENEFITS.....5

ARTICLE 5 RIGHT TO REPRESENTATION .....5

ARTICLE 6 HEALTH & SAFETY.....6-7

ARTICLE 7 JOB DESCRIPTION .....6

ARTICLE 8 SENIORITY .....6

ARTICLE 9 DUES AND DEDUCTIONS.....6-7

ARTICLE 10 NEW EMPLOYEE ORIENTATIONS.....7-8

ARTICLE 11 RULES & REGULATIONS.....8

ARTICLE 12 WORK ACCESS AND BULLETIN BOARDS.....8

ARTICLE 13 CHANGE OF WORK RULE NOTICE.....9

ARTICLE 14 PERSONNEL FILES.....9

ARTICLE 15 WORKWEEK.....9

ARTICLE 16 OVERTIME AND CALL-BACK TIME .....10

ARTICLE 17 STANDBY COMPENSATION.....10-11

ARTICLE 18 MILEAGE REIMBURSEMENT AND PER DIEM.....11

ARTICLE 19 BILINGUAL PAY.....11

ARTICLE 20 DEFERRED COMPENSATION .....11

ARTICLE 21 LONGEVITY PAY.....11

ARTICLE 22 INCREMENT ADVANCEMENT .....12

ARTICLE 23 CLOTHING .....12-13

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

ARTICLE 24 LEAVES.....13-15

- Vacation.....13
- Permanent Part-Time.....13
- Vacation Buy-Back.....13
- Holidays.....13-14
- Sick Leave.....14
- Pay Off.....14
- Leave for Job-Connected Injury.....14
- Bereavement Leave.....15

ARTICLE 25 OUT-OF-CLASS PAY.....15

ARTICLE 26 GRIEVANCE PROCEDURE.....15

ARTICLE 27 INSURANCE.....15

ARTICLE 28 EDUCATION INCENTIVE PROGRAM.....16

- Purpose.....16
- Eligible Employees.....16
- Approved Educational Programs.....16
- Grade Requirement.....16
- Amount of Incentive.....16-17

ARTICLE 29 FURLOUGH AND LAYOFF.....16-20

ARTICLE 30 RETIREMENT.....20

ARTICLE 31 PAY-RELATED ITEMS.....20-21

ARTICLE 32 VEHICLE TAKE HOME.....21

ARTICLE 33 UNION REPRESENTATIVE LEAVE OF ABSENCE.....21-22

ARTICLE 34 RIGHTS AFTER TRANSFER, PROMOTION, OR DEMOTION.....22

ARTICLE 35 SEVERABILITY.....22

ARTICLE 36 SUCCESSION.....23

ARTICLE 37 TERM.....23

**(UPDATE) TABLE OF CONTENTS**

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

ARTICLE 1 RECOGNITION ..... 1

ARTICLE 2 PURPOSE..... 1

ARTICLE 3 MANAGEMENT RIGHTS..... 1

ARTICLE 4 MAINTENANCE OF BENEFITS..... 1

ARTICLE 5 RIGHT TO REPRESENTATION ..... 2

ARTICLE 6 HEALTH & SAFETY..... 2

ARTICLE 7 JOB DESCRIPTION ..... 3

ARTICLE 8 SENIORITY ..... 3

ARTICLE 9 DUES CHECK OFF ..... 3

ARTICLE 10 RULES AND REGULATIONS..... 3

ARTICLE 11 WORK ACCESS AND BULLETIN BOARDS ..... 3

ARTICLE 12 CHANGE OF WORK RULE NOTICE ..... 4

ARTICLE 13 PERSONNEL FILES ..... 4

ARTICLE 14 WORKWEEK ..... 4

ARTICLE 15 OVERTIME AND CALL BACK TIME..... 4

ARTICLE 16 STANDBY COMPENSATION ..... 5

ARTICLE 17 MILEAGE REIMBURSEMENT AND PER DIEM ..... 5

ARTICLE 18 BILINGUAL PAY..... 6

ARTICLE 19 DEFERRED COMPENSATION ..... 6

ARTICLE 20 LONGEVITY PAY ..... 6

ARTICLE 21 INCREMENT ADVANCEMENT..... 6

ARTICLE 22 CLOTHING ..... 7

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

ARTICLE 23 LEAVES ..... 7

- Vacation ..... 7
- Vacation Buy Back ..... 8
- Sick Leave ..... 8
- Leave for Job Connected Injury ..... 8
- Bereavement Leave ..... 9

ARTICLE 24 OUT OF CLASS PAY ..... 9

ARTICLE 25 GRIEVANCE PROCEDURE ..... 9

ARTICLE 26 INSURANCE ..... 9

ARTICLE 27 EDUCATION INCENTIVE PROGRAM ..... 9

- Purpose ..... 9
- Eligible Employees ..... 10
- Approved Educational Programs ..... 10
- Grade Requirement ..... 10
- Amount of Incentive ..... 10

ARTICLE 28 FURLOUGH AND LAYOFF ..... 10

ARTICLE 29 RETIREMENT ..... 13

ARTICLE 30 SEVERABILITY ..... 14

ARTICLE 31 PAY RELATED ITEMS ..... 14

ARTICLE 32 VEHICLE TAKE HOME ..... 14

ARTICLE 33 RIGHTS AFTER TRANSFER, PROMOTION, OR DEMOTION ..... 14

ARTICLE 34 SUCCESSION ..... 15

ARTICLE 35 TERM ..... 15

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

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**ARTICLE 1 RECOGNITION**

Pursuant to California Government Code §3 500-3510 and the City of Lindsay Employee Relations Policy, The City of Lindsay (CITY), hereby, recognizes the SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU) as the exclusive representative of the Miscellaneous Employees Bargaining Unit.

The City recognizes the need for and affirms the right of the Union to designate Shop Stewards from among the employees in the unit. The City agrees the Union may appoint up to three Shop Stewards (not all from the same department to ensure adequate representation and to avoid time of insufficient staffing) and does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

**ARTICLE 2 PURPOSE**

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between the CITY and the employees covered herein, to provide for an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum; and to set forth the full understanding of the parties reached as a result of good faith bargaining.

The Articles and provisions contained herein constitute, upon adoption by the City Council, a bilateral and binding agreement by and between the CITY and SEIU.

**ARTICLE 3 MANAGEMENT RIGHTS**

It is recognized that, except as expressly stated herein, the CITY shall retain whatever rights and authority necessary for it to operate and direct the affairs of the CITY in all aspects, including but not limited to the right to direct the workforce; to plan, direct and control all operations and services of the CITY; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to schedule working hours and to

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Page 6 of 23

City of Lindsay – Misc. Employee MOU Agreement 08/08/2023-12/31/2024

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

**ARTICLE 4 MAINTENANCE OF BENEFITS**

During the life of this Agreement, all existing ordinances, resolutions, rules, regulations and policies of the CITY pertaining to employment relationships shall remain in full force and effect, except as modified by this Agreement; or as modified during the term of the Agreement through the process of meet and confer. During the life of this Agreement, 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.

**ARTICLE 5 RIGHT TO REPRESENTATION**

Any Employee has the right to representation by a person of his/her choice at any proposed disciplinary proceeding and/or all investigatory questionings. If such a meeting is set, the employee shall be notified and the employee shall be made aware of their rights under this provision. Management shall make no comment or take any such action, other than providing information, that may influence an employee's decision for representation.

**ARTICLE 6 HEALTH & SAFETY**

The CITY, in accordance with the Occupational Safety and Health Act of 1970, as amended, agrees to provide a safe and healthful workplace.

The CITY shall maintain an Injury/Illness Prevention Program in place. The Union will be afforded the opportunity to meet with the Employer to discuss and freely exchange ideas in the event that there are any changes made to the IIPP and before final implementation. There will be one union representative appointed to the safety committee from each department.

**Injury/Illness Prevention Program.**

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

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The union will be afforded the opportunity to meet with the City to discuss and freely exchange ideas before the final implementation of a new or updated IIPP. There will be one union representative appointed to the safety committee from each department. Those employees shall be respected as peers on the committee and their relevant input shall be respected, considered, and addressed as all other members.

Employees on the safety committee (union representatives or not) will take turns in the rotation of meeting facilitators and in taking minutes. These facilitator roles are typically one-year terms. The City may request a different representative, and the union shall select a different representative if the representative does not fulfill the responsibilities assigned to the employee as part of the committee.

Assignments made by the committee do not qualify for out-of-class pay if the assignments are part of the employee's job class/description.

Employees shall be released if there is minimal impact on City services to the public. (For example slow foot traffic in finance, low work volume in utilities and grounds) The City shall make efforts to schedule safety committee meetings on days that assure maximum union-represented employee participation when possible.

Employee representatives shall not be retaliated against or intimidated before, during, or after committee meetings for their roles as committee members.

One Union Staff employee shall be allowed to participate in an observatory and a union employee advisory capacity in the meeting.

Any annual physical required for a driver's license, when required for CITY employment, shall be provided for by the CITY at no cost to the employee.

**ARTICLE 7 JOB DESCRIPTION**

An employee may request a written job description of the duties for their classification. Each job description request shall be granted within ten (10) working days.

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**ARTICLE 8 SENIORITY**

To the extent possible, the appointing authority shall use seniority when determining work hours and job assignments. It is understood that the needs of the city shall be the primary basis



**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

for work hours and job assignment determinations. The appointing authority shall use seniority, by classification only, for the scheduling of vacations.

**ARTICLE 9 DUES ~~CHECK-OFF~~ AND DEDUCTIONS**

The CITY agrees to provide payroll deductions of SEIU dues, upon receipt of a signed authorization form. Monies collected shall be forwarded to SEIU as soon as possible thereafter.

The Union shall have the regular dues and voluntary deductions of its bargaining unit members deducted from their paychecks under procedures as follows:

The Union is solely responsible for distributing to, and collecting from, employees the dues and voluntary deduction authorization forms. It is the employees' responsibility to submit requests to start or stop deductions directly to the Union and not to the City. The Union is responsible for maintaining the deduction forms from individual employees. Copies of an individual employee's deduction authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the City.

The Union will keep the City currently informed and updated with a certified deduction list of bargaining unit members and deduction amounts for those employees who have provided written authorization for deductions. The City will make deductions for only those employees who are in the bargaining unit in accordance with such certified list. The Union will notify the City of any change to an employee's deductions, including starting and stopping deductions, or validly cancelling or revoking a deduction authorization, and will provide the City an updated, certified deduction list noting any specific changes from the last list provided to the City within one week of such change. The City will implement the change(s) in the pay period following the City's receipt of such notification. The City will electronically transmit the balance of funds to the Union no later than thirty (30) days after the deductions occur.

The Union shall indemnify, defend, and hold the City, its Council, officers, agents, and employees individually and collectively harmless from and against any and all claims, demands, losses, damages, defense costs, suits, or other action or liability of any kind or nature arising from this Article, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations. The Union agrees to pay to the City all legal fees and legal costs incurred in defending the City or its Council against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

This section of the MOU is not grievable.

**ARTICLE 10 New Employee Orientations**

If on file in the City's payroll system and if the employee has not opted out, the City will supply the Union with the names, job titles, departments, work locations, work, home, and personal cellular telephone numbers, home addresses, and personal email addresses of each new employee within 30 days of hiring the employee, and once quarterly for all employees in the bargaining unit.

The Union will be given 10 days' notice of any group orientation meetings, and a representative of the Union will be introduced at the conclusion of such meeting. The SEIU representative may then meet with the new SEIU represented unit employees in the orientation meeting room for up to thirty (30) minutes after the conclusion of the orientation meeting.

Pursuant to SB 191, effective through June 30, 2025, if a newly-hired employee does not attend an in-person new employee orientation within 30 days of the employee's date of hire, and the new employee is working in person, a representative from SEIU may request an in-person meeting with the employee. Requests for in-person meetings will be made in writing by SEIU to the City. After the City has received the request in writing, the City will arrange an appropriate onsite meeting space for the new employee in-person meeting within seven (7) days of receiving the request from SEIU.

If the State of California or a local public health agency issues an order limiting the size of gatherings or prohibiting gatherings and this order prevents the City from conducting an in-person new employee orientation, an SEIU representative and the City shall schedule an in-person meeting(s) with SEIU and the employee that did not attend an in-per new employee orientation, once the order is lifted or modified.

The date and time shall be agreed upon by SEIU and the City.

The meeting will be scheduled to take place during an employee's regularly scheduled work hours. Employees in the meeting shall be relieved of other duties to attend the meeting, during which an SEIU representative would be authorized to communicate with newly hired employees in the applicable bargaining unit for up to thirty (30) minutes on paid City time.

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~~~January 1, 2018~~ – December 31, 2024

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**ARTICLE 11~~0~~ RULES AND REGULATIONS**

It shall be the policy of the CITY to provide a current copy of the Rules and Regulations governing personnel administration of the CITY, at each departmental or divisional office. A copy of said document shall be available for employee review.

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**ARTICLE 12~~1~~ WORKS ACCESS AND BULLETIN BOARDS**

SEIU shall have access to work locations for the posting of employee information, investigation of employee grievances, and observing working conditions. In observing work conditions, SEIU will provide two-day notice to the City to ensure the observation does not distract from or interrupt work.

If the union requires after-hours access to City facilities for the need to investigate a matter, they shall not receive such access unless prior arrangements are made with management.

Areas that pose a reasonable safety risk or potential breach of confidentiality shall require a City employee escort if in the event access is needed to such areas.

During breaks and lunch times of employees, the union may hold discussions with employees on issues and events in both the employee-assigned break rooms and/or the same common areas that are accessible to the members of the public.

Reasonable space for posting employee information shall be made available by the CITY.

**ARTICLE 13~~2~~ CHANGE OF WORK RULE NOTICE**

The CITY shall give SEIU reasonable notice of any ordinance, rule, resolution, or regulation affecting or directly impacting represented employees, which has been proposed for adoption by the CITY Council. In the event of an emergency, immediate safety reason, or due to the need to immediately comply with state/federal law, the City shall provide notice and meet and confer if necessary, at the earliest practicable opportunity.

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**ARTICLE 14~~3~~ PERSONNEL FILES**

**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

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An employee or authorized employee representative, with the written consent of the employee, shall be entitled to review his/her personnel folder upon request with adequate notice. Any statements or material proposed to be placed in an employee's personnel file must first be given to the employee for review and, if the employee desires, be allowed to file, within thirty (30) days, a written response to such material or statements. The employee shall acknowledge that he/she has had the opportunity to read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signified that he/she has read the material to be filed and does not necessarily indicate agreement with its content.

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**ARTICLE 15~~4~~ WORKWEEK**

The normal workweek for employees covered by this MOU shall be 5 consecutive days of eight (8) hours for a weekly total of 40 worked hours. To reduce the potential for heat-related illness, employees in City Services shall be offered an alternate schedule during the summer months. The regular schedule of 7 am-3:30 pm can be modified to 6 am to 2:30 pm. With mutual agreement between the employees and management, the time in which the alternate schedule is offered can be made and extended as long as necessary. Written notice shall be sent to both administration and the Union to codify any agreement. Individual employees or groups of employees may agree to, or be hired to, work differing shifts to meet the need for the orderly operation of the CITY.

**ARTICLE 16~~5~~ OVERTIME AND CALL-BACK TIME**

Employees called back to work after their regular work hours shall be reimbursed for the actual hours worked, but in no case shall they receive credit for less than two (2) hours worked.

If an employee is required to work after his/her normal shift or is called into work before his/her normal work schedule, such time shall be recorded in increments of fifteen (15) minutes, except for all remote services capable of being conducted from home while on standby duty, which times are compensated in standby pay as noted in Article 17~~6~~ below.

Overtime is defined as those hours worked in excess of 40 hours per 7-day work cycle. Holidays, Vacations, and paid sick leave time shall be considered as time worked.

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August 08, 2023~~January 1, 2018~~ – December 31, 2024

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**ARTICLE 176 STANDBY COMPENSATION**

The City Services Department will continue the after-hours callback system, wherein specified employees as assigned by the Director of City Services rotate on standby for 7 days at a time. The standby will not be restrictive beyond the point of requiring the employee to carry a duty cellphone and to remain in or in the immediate vicinity of the CITY, and be fit to report to duty in no more than thirty (30) minutes.

Employees assigned to this City Services standby duty will receive \$150 for each week so assigned. Compensation for performing all remote services from home while on standby is included in the \$150 for each week assigned to standby duty. Employees not on standby, but who receive work-related calls (-other than being asked to report to duty) or who are asked to perform remote services shall be paid a minimum of 15 minutes of OT pay.

Standby compensation will be paid quarterly in a separate check. Standby compensation will be \$150 per each standby week worked. Quarterly standby compensation will be paid in quarterly installments, approximately mid-month in January, April, July, and October.

Employees receiving standby compensation will be required to submit to the Department Director or designee the number of standby weeks worked during the quarter. The Department Director of Designee will verify standby weeks for each employee and submit a check request to Finance Department.

QUARTER	PAID ON OR APPROXIMATELY
October - December	January 15
January - March	April 15
April - June	July 15
July - September	October 15

Employees assigned to a standby week who, for whatever reason, are not available for the entire week (7 days) will be compensated only for those days actually available on a prorated basis.

Any employee assigned to a standby shift and is discovered to have rendered himself/herself unfit for emergency response will be subject to disciplinary action.

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**ARTICLE 187 MILEAGE REIMBURSEMENT AND PER DIEM**

**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

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Any employee required to travel on business for City, and who utilizes his/her privately owned vehicle shall be reimbursed at the allowable federal rate for income tax purposes for miles traveled in the course of City business. The CITY shall review the mileage and per diem expenses at least for rate adjustment. Workers called out to assist another worker will qualify for mileage reimbursement for the use of their personal vehicle.

**ARTICLE 198 BILINGUAL PAY**

The City will provide ~~\$40~~\$70 per month (prorated and paid out per pay period) in compensation for certified translators who utilize their bilingual skills as determined by the City.

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**ARTICLE 2019 DEFERRED COMPENSATION**

The City agrees to match any employee's contributions to CITY deferred compensation program in an amount not to exceed 3% of the contributing employee's base salary

**ARTICLE 210 LONGEVITY PAY**

Tier 1 Employees (hired prior to July 1, 2018)

- ▲ Upon the anniversary of the completion of 10 consecutive years of service with the CITY, each employee covered by this agreement will be advanced one step (5%) in the salary schedule.
- ▲ Upon the anniversary of the completion of 15 consecutive years of service with the CITY, each employee covered by this agreement will be given 2.5% longevity compensation.
- ▲ Upon the anniversary of the completion of 20 consecutive years of service with the CITY, each employee covered by this agreement will be given 2.5% longevity compensation.

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Tier 2 Employees (hired after July 1, 2018) are not eligible for longevity pay.

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**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

**ARTICLE 22~~1~~ INCREMENT ADVANCEMENT**

Advancement within salary steps shall be based on at least one (1) year of satisfactory performance in the previous step by an employee.

The following table establishes the increases between steps and longevity pay increases for ~~Tier 1~~ employees and ~~Tier 2~~ employees.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<del>5%</del>	5%	5%	5%	5%	5%	5%
<del>Increase</del>	Increase	increase	increase	increase	increase	increase
<del>Same</del>						
<del>Payment</del>						

**ARTICLE 23~~2~~ CLOTHING**

Once per calendar year, on July 1, the City will provide a pair of industry-standard safety boots and a pair of rubber boots for employees, including Community Service Officer, who are required to wear safety boots and rubber boots. The City will replace boots prior to annual replacement only when the boots to be replaced were not made unsafe by negligent action by the employee. If an employee receives a new pair of safety boots and/or rubber boots between January 1 and July 1, and the boots are still in acceptable condition, then the employee will not receive a new pair on July 1.

If an employee negligently damages or loses his/her boots to the point of needing replacement, then the employee must replace the boots at his/her own expense to meet safety standards at work. Employees who do not meet safety standards are subject to disciplinary action up to and including termination.

City Services employees, including Community Service Officer, who work out of doors are provided with standard City uniforms. These employees shall also be provided five (5) safety T-Shirts (green or orange) to wear as an undershirt with their standard uniform. Employees should only remove their standard uniform shirt during instances where the work will severally soil the uniform shirt or in situations where lack of airflow (e.g. digging in a hole) makes the work uncomfortable wearing both shirts. Employees understand the T-Shirt is not a replacement or substitution for the standard uniform.

Employees who work primarily in an office environment may receive, upon request, three polo shirts or two shirts and one sweater, annually, in colors approved by the manager, to be worn in

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

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the execution of their duties. Managers determine if an employee is an out-of-doors or primarily office-environment employee. No employee shall receive both t-shirts and polo shirts. Employees are responsible to clean and care for their t-shirts or uniform polo shirts. The City shall clean City-provided uniforms (not t-shirts or polos). Managers have complete discretion to use department budgets to purchase additional polo shirts for staff.

Specifically, and only relating to, dispatch and records employees in the Public Safety department shall receive a public safety uniform allowance of \$550.00 per year. One-half of the allowance shall be paid in June and one-half in December of each year.

~~The above policy shall be on a trial basis until July 1, 2020, in which the City and the Union shall meet and review the success or failure of this new policy and work together to fix aspects of this current policy, implement a new policy, maintain this current policy as applicable. If by mutual agreement the parties wish to meet sooner, they shall be able to do so.~~

**ARTICLE 24~~3~~ LEAVES**

**Vacation**

Accrual -Full-time regular employees with five (5) years of continuous service will receive 12 days per year. Employees with seven (7) years of continuous service will receive 14 days per year. Employees with ten ( 10) years of continuous service will receive 15 days per year.

Accruals will cap at 300 hours earned and cease to accrue until the employee has used vacation. There shall be no loss in accrued vacation hours for employees who, as of September 1, 2013, have more than 300 vacation hours.

**Permanent Part-Time**

-Employees - After five years of uninterrupted service, Permanent Part-Time personnel will be entitled to Vacation Leave benefits earned on a pro-rata basis.

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

**Irrevocable Election – Vacation Buy-Back**

Annually, but no later than by December 15th, employees may submit to the City an irrevocable election form to receive payment of accrued vacation in the following year under the following conditions: An employee may elect to cash out up to eighty (40) hours of accrued vacation to be paid with the last paycheck in December of the following year as long as after the cash out, a minimum of forty (40) hours remain in the vacation bank. Irrevocable election forms are available in Human Resources. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program. Late irrevocable election forms will not be accepted. This irrevocable election process does not change the above-noted maximum vacation hours an employee may accrue.

A) The City will adapt its hardship review process for vacation buyback purposes to include a committee review. The Hardship review committee will consist of the City Manager, the Finance Director, and Human Resources Manager. Employees seeking a hardship exemption to the vacation buyback rules must submit a written request to the committee. The committee will meet within four business days to review and approve or deny the request. If a member of the committee is not in the office during those four days, then the present committee members will select an alternate from a Department Head or Assistant to the City Manager. If two or all three members are out of the office, then the request will wait until at least two of the committee have returned to the office.

B) Employees are required to use 40 hours of vacation time in a Fiscal Year before they are eligible to sell back vacation time. Eligible employees will be able to sell back up to 40 hours of vacation time in a Fiscal Year. Employees who wish to have an exemption to either rule must follow the hardship review process. Comp Time is no longer part of the calculation for vacation buyback. Employees may sell back eligible vacation time and any comp time once per quarter. There is no longer a minimum number of hours the employee must retain in their vacation leave bank. There is no change to the current maximum vacation time an employee may accrue.

**Holidays**

The following are recognized City holidays:

<u>New Years Day</u>	<u>January 1</u>
<u>Martin Luther King Jr. Day</u>	<u>Third Monday of January</u>
<u>Presidents' Day</u>	<u>Third Monday of February</u>

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

<u>Memorial Day</u>	<u>Last Monday of May</u>
<u>Juneteenth</u>	<u>June 19<sup>th</sup></u>
<u>Independence Day</u>	<u>July 4<sup>th</sup></u>
<u>Labor Day</u>	<u>First Monday of September</u>
<u>Columbus Day</u>	<u>Second Monday of October</u>
<u>Veteran's Day</u>	<u>November 11<sup>th</sup></u>
<u>Thanksgiving Day</u>	<u>Third Thursday of November</u>
<u>Day after Thanksgiving Day</u>	<u>Third Friday of November</u>
<u>Christmas Eve</u>	<u>December 24<sup>th</sup></u>
<u>Christmas Day</u>	<u>December 25<sup>th</sup></u>
<u>New Years Eve</u>	<u>December 31<sup>st</sup></u>

~~Martin Luther King Jr. Day is a recognized holiday.  
The City adds Christmas Eve and New Year's Eve as City paid Holidays.  
The City discontinues the citywide floating holiday.~~

**Sick Leave**

Permanent Part-time Personnel -After five years of uninterrupted service, permanent Part-Time personnel will be entitled to sick leave benefits earned on a pro-rata basis (i.e. 0.385 times the number of hours worked, not to exceed 80 hours in a 14-day period).

**Pay-Off**

—Upon retirement, all accumulated sick leave shall be considered as time worked for retirement benefit purposes.

**-Leave for Job-Connected Injury**

Time off with pay (excluding sick leave and vacation time) as a result of a work-related injury shall be limited to 6 months during the employee's tenure with the CITY Should a dispute arise concerning whether an injury was work-related or not and is subsequently resolved in favor of

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

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the employee, any sick leave or vacation time used, by the employee, to cover the period of injury shall be reinstated to the employees account up to an employment maximum of 6 months.

**Bereavement Leave**

For purposes of bereavement leave, " Immediate Family" shall be defined as an Employee's: Spouse, Child, Parent, Brother, Sister, Mother/Father-in-law, Brother/Sister-in-law, or Grandparents.

**ARTICLE 254 OUT-OF-CLASS PAY**

An employee shall receive pay for acting assignments when they work out-of-class, in a greater position, commencing with the 22nd consecutive working day of such out-of-class work. Such pay shall be a minimum of 5% greater than the employee's current pay.

**ARTICLE 265 GRIEVANCE PROCEDURE**

An employee may appeal a decision affecting his/her employment over which his/her appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited. The employee shall utilize the Grievance procedure provided for in the Personnel Rules and Regulations manual.

**ARTICLE 276 INSURANCE**

**Health Insurance**

During the term of this agreement, the CITY agrees to continue providing health insurance for all eligible employees and their eligible dependents. The CITY further agrees to continue the same ratio of employee and dependent premium contribution:

- Contribution for employee premium = 100%
- Contribution for dependent premium = 50%

**Retirement**

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

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Continuation Upon Retirement - Effective upon insurance plan renewal, CITY agrees to allow employees with 20 or more years of continuous service to continue coverage in the CITY active employee's health insurance program, until said retiree reaches Medicare eligibility, CITY will contribute 3.5 % of the employee only premium for each year of employee's continuous service with CITY Dependents will not be eligible.

**ARTICLE 287 EDUCATION INCENTIVE PROGRAM**

**Purpose**

The purpose of this program is to provide financial incentives to employees who, on their own time, enroll, and complete approved educational programs that will add/or improve skills that will enhance employee productivity and thereby augment their value as employees of the City.

**Eligible Employees**

"Eligible Employee" shall mean any permanent full-time employee or any permanent part-time employee working 30 hours or more weekly.

**Approved Educational Programs**

An "Approved Educational Program" shall mean a class or classes, which are recommended by the department head and approved by the City Manager and determined to be beneficial to the performance of an employee in his/her current assignment. The class must be approved in advance to qualify for the incentive program.

To qualify the class must be conducted by a fully accredited adult school, college, or university and require at least 20 hours of course instruction in the case of adult school, or be a complete semester or quarter in duration in the case of colleges and universities.

Classes taken while on duty (on compensable time), at the express direction of the City, e.g. POST Basic Academy, will not be eligible for the incentive program.

**Grade Requirement**

In addition to meeting the criteria above, incentive payment will only be allowed in the event of the successful completion of the course undertaken with a passing grade of "C" or better, or

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

"Pass," if the course is graded as "Pass/Fail." The employee is responsible for providing appropriate evidence of successful completion.

**Amount of incentive**

The incentive will be paid only to those employees who continue their employment with the CITY as provided below:

- Employees who continue employment for a full 12 months (365 days) following completion of the class will receive an additional ~~\$240~~\$250 payroll bonus.
- There will be no incentive payment if an employee does not continue employment for at least 12 months and there will be no pro-rata payment for employees who terminate employment between the sixth- and twelfth month following completion of an approved class.
- An employee may, in an event, qualify for an incentive payment of more than ~~\$240~~\$250 in any fiscal year.

**ARTICLE 298 FURLOUGH AND LAYOFF**

**Furlough**

Furlough is a temporary reduction of the regular work week, invoked by the City as an alternative to layoff where layoff could not be accomplished by attrition.

**Responsibility of the Parties**

Whenever it has been decided that it is necessary to invoke the Furlough procedure, the City shall notify the union a minimum of ten (10) business days in advance of the date on which furloughs are to occur.

- a) Within the 1-0-business-day period, the Union shall have the opportunity to request to meet and confer over the necessity and impact of the furlough.
- b) Upon request, both the Union and City shall set a mutually agreeable time and date to meet and confer on the merits, process, and impacts of the furlough. The City shall take no action to furlough or lay off until the completion of the Meet and Confer process.
- c) While the City will discuss the merits, process, and work together with the union to mitigate the impacts of the furlough on employees, the decision as to whether to do furloughs is the exclusive right of the City.

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**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

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**Duration**

The Union will have the opportunity to present a proposal regarding the number of consecutive work weeks the City shall operate under furloughs. The Union's proposal may contain not only its understanding of the City's financial position but also options for a reduction in benefits rather than savings through furloughs. The City will determine the number of weeks after reviewing the City's financial position and the Union's proposal. Both parties shall consider, in good faith, the City's financial condition and the needs of the residents, and the impact on employees before the city determines the number of consecutive work weeks to operate under furlough. The time furloughed within each of the work weeks the City determines to be furlough work weeks shall not exceed eight (8) hours.

**Layoff**

Layoff is the termination of an employee in a class without prejudice and without fault on the employee's part because of changes of duty or organization or the return of another employee from a leave of absence. Layoffs are based on reverse seniority as outlined below.

**Seniority for Layoff Purposes**

Computation of Seniority for layoff purposes shall include all periods of continuous paid employment in the classified service. Seniority shall be maintained but shall not increase during any period of leave without pay. Service accrued before a previous layoff shall be included.

**Responsibility of the Parties**

Whenever it has been decided that it is necessary to invoke the layoff procedure, the City shall notify the union a minimum of ten (10) business days in advance of the date on which layoffs are to occur:

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

- a) Within the 10-business-day period, the Union shall have the opportunity to request to meet and confer over the necessity and impact of the layoff.
- b) Upon request, both the Union and City shall set a mutually agreeable time and date to meet and confer on the merits, process, and impacts of the layoff. The City shall take no action in regard to layoff or furlough until the completion of the Meet and Confer discussions.
- c) While the City will discuss the merits, process, and work together with the union to mitigate the impacts of the layoff of employees, the decision as to whether or not to do layoffs is the exclusive right of the City.

The City and Union will endeavor to meet as soon as practicably possible. If the union fails to respond in 10 business days, it will be considered a waiver of its right to meet and confer, and the City shall take the intended action.

**Order of Layoff- Seniority**

Layoffs will be determined based on an inverse order of seniority computed on the basis of an employee's City-wide service. The City shall determine which departments are involved in layoffs based on essential services provided to the community. Layoffs will be determined by department. Employees to be laid off will be selected by inverse seniority order within the impacted department. Each department is dealt with exclusivity to all others. All temporary, contracted employees with the same job title or same job duties of full-time employees, part-time, and probationary employees within the impacted department will be separated in that order prior to the layoff of any regular employee. In certain circumstances, a regular employee will possess credentials or certifications not held by other full-time employees that are vital to the continuation of the City. The City may exempt these essential, credentialed, or certification-holding employees from layoff to ensure the continuation of vital City Services.

**Notice of Separation**

Incumbents of permanent positions with either probationary or permanent status will, insofar as possible, be given a minimum of ten\_(-10)\_business-day notice prior to separation as a result of a layoff.

**Layoff Privileges**

Following are the options open to affected individuals in each layoff instance:

**Displacing to a Lower Class**

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

- a) An employee affected by layoff may, at his/her discretion, displace an employee at the next lower class in the series, or in succeeding lower classes in the series who has less seniority within the same department. Seniority computation for displacement purposes are made as determined for the original layoff.
- b) An employee who chooses to demote to a lower position within the same department will move to the pay level of the employee the self-demoting employee is displacing unless the City and Department Head identifies financial resources to pay at a higher pay step within the pay scale of the lower position.
- c) Employees whose pay and/or benefits are affected due to layoff shall be given the opportunity to transfer to other positions within the City in which they are qualified. This shall be treated as part of the re-employment process and seniority shall be considered. If it is a higher classification, the employee shall be notified of the opportunity, and immediately allowed to participate in the competitive process.

Although an employee shall be hired based on their merits, a consideration for the employee 's tenure and experience with the City shall be considered.

**Employment Interviews**

Department heads who are referred the names of individuals on a layoff list of persons designated for layoff shall personally assure that such persons are provided an employment interview.

**Layoff Re-employment Eligible List**

Names of employees with permanent status who have been laid off will be automatically placed on a re-employment list for up to 2 years for the classification in which they were laid off. Employees to be laid off will be permitted to demote to previously held classifications within the same department (see displacing a lower class) at the employee's request prior to the layoff effective date. Demotion may be made to any job classification the duties of which they are qualified and capable of performing and shall be offered by seniority. When an employee demotes in accordance with provisions of this Section, they shall be required to complete a new probationary period.

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

Employees who are laid off and rehired within two years shall have their seniority (hours in service) for vacation accumulation purposes restored to them as of the date of layoff.

Employees who are laid off and rehired within two years shall have all unused sick leave as of the date of layoff restored to them. This shall not apply to employees who received sick leave payoff.

**Separation from City Service**

Employees who are to be laid off have the option of leaving City service rather than displacing in a lower class, or demoting.

**ARTICLE ~~30~~29 RETIREMENT**

CITY agrees to adopt the following provisions of PERS:

- Section 20042 – One-Year Final Compensation
- Section 21024 – Military Service Credit as Public Service
- Section 21548 – Pre-Retirement Optional Settlement 2 Death Benefit; and,
- Section 216215 – Retired Death benefit (\$5,000).

The Employee's contribution toward PERS will be as follows:

~~2018~~ Employees shall pay an additional three percentage points in PERS costs. In exchange, the City shall increase employees' base salary by 3%.

- Rate Plan 433 (Miscellaneous Classic) ~~was 6.00 percentage points of employee rate. It is now 8.00 percentage points of Employee Rate and 1.00 percentage points of Employer Rate.~~
- Rate Plan 26330 (Miscellaneous PEPR) ~~was 6.25 percentage points of employee rate. It is now employees will contribute 50 percent of the total normal cost of the retirement benefit 6.25 percentage points of Employee Rate and 3.00 1.00 percentage points of Employer Rate.~~

**~~ARTICLE 30 SEVERABILITY~~**

~~If any provision of this agreement, or the application of such provision to any person, or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.~~

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

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**ARTICLE 31 PAY-RELATED ITEMS**

The City does not guarantee general salary increases during the term of this agreement. However, the City will have the discretion to give increases up to 2% in any particular year covered by the agreement if the City Council authorizes the increases through the budget process. City executives will present budget scenarios with various levels of increases to the City Council ad-hoc budget committee, who will determine which scenario to present to the full City Council for adoption. The determination will be based on the City's fiscal health and economic outlook in that year.

Effective the first full pay period including June 1, 2023, 2% base wage increase.

Effective the first full pay period including January 1, 2024, 2% base wage increase.

**ARTICLE 32 VEHICLE TAKE HOME**

Take-home vehicles will be provided by the CITY for on-call employees only.

**ARTICLE 33 UNION REPRESENTATIVE LEAVE OF ABSENCE (SB 1085/GOVERNMENT CODE 3558.8)**

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Pursuant to the provisions of SB 1085/Government Code section 3558.8, the City shall grant an employee, upon written request of the Union, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis under the following procedures:

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1. The Union officer or steward shall submit a written request to the City at least 15 business days in advance of the requested leave. The request shall include dates/duration and classification.

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2. No more than two (2) employees shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative

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**Memorandum of Understanding**  
**The City of Lindsay & The Lindsay City Employees' Association**

August 08, 2023~~January 1, 2018~~ – December 31, 2024

leave. For any employee going on leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.

3. The Union shall reimburse the City for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits.

4. Reimbursement by the Union shall occur within 30 days of City billing the Union.

5. The leave of absence will be approved if it does not interfere with the performance of City services and department operations. If the leave is denied, the City will provide the Union with written notification of impacted operational needs. The Union shall provide the City with alternate leave dates for the leave to occur.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave, or if not feasible, a substantially similar position without loss of seniority, rank, or classification.

The City shall not be liable for any act, omission, or injury suffered by any employee of the City if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for the Union. To the extent that the City is held liable for any such act, omission or injury, the Union shall indemnify and hold harmless the City.

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**ARTICLE 343 RIGHTS AFTER TRANSFER, PROMOTION, OR DEMOTION**

If an employee is transferred or demoted, be it voluntarily or involuntarily, to a different department, that employee shall be placed on a six-month probation period. A promoted employee shall be placed on a four (4) month probation period. Department heads shall have the option to waive an employee's probationary period.

In the cases of transfer, demotion, or promotion, the employee shall receive an intermediate evaluation within the first 60 days of the probationary period indicating whether the employee is performing at a level acceptable to pass promotion or indicating the ways in which the employee must improve to perform at a level acceptable to pass promotion. An acceptable rating at the intermediate evaluation does not guarantee passing of probation. The employee must continue to meet or exceed expectations. An employee who does not receive an acceptable

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**Memorandum of Understanding  
The City of Lindsay & The Lindsay City Employees' Association**

~~August 08, 2023~~ ~~January 1, 2018~~ – December 31, 2024

rating at the intermediate evaluation shall have the option to demote back to the same or similar position in the same class from which promoted, have the ability to "bump" a probationary employee in the position, or may improve performance and skills as outlined in the intermediate evaluation to be performing acceptably by the end of the probation period.

If an employee does not wish to retain their promotion, or does not satisfactorily pass a probationary period, they have the option to demote back to the same or similar position in the same class from which promoted or have the ability to "bump" a probationary employee in the position.

**ARTICLE 35 SEVERABILITY**

If any provision of this agreement, or the application of such provision to any person, or circumstance shall be held invalid, the remainder of this Memorandum or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and both parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

**ARTICLE 36 SUCCESSION**

In the event either party hereto desire to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations, 120 to 90 days before the expiration date of this agreement. Failure to provide such notice shall indicate satisfaction with the existing terms and conditions and the desire for such terms and conditions to remain in force an additional twelve (12) months beyond its expiration date.

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**ARTICLE 37~~5~~ TERM**

The provisions of this Memorandum of Understanding shall commence on the date of signing below and remain in effect through December 31, 2024, unless notice, as provided in Article 34 of this MOU, is not given in the required time.

This Memorandum of Understanding was entered into and signed this ~~2<sup>ND</sup> day of July 2018~~ day of ~~\_\_\_\_\_~~, 2023.

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\_\_\_\_\_  
SEIU REPRESENTATIVE

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CITY MANAGER

\_\_\_\_\_  
SEIU Representative

\_\_\_\_\_  
City Manager

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