

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINDSAY AND
THE LINDSAY PUBLIC SAFETY OFFICERS' ASSOCIATION**

July 1, 2019 - June 30, 2022

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LINDSAY AND
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ARTICLE 1- PREAMBLE

This Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU", is made and entered into between the City of Lindsay, hereinafter referred to as "City" and the Lindsay Public Safety Officers' Association, affiliated with Teamster Union Local 856, AFL-CIO, hereinafter referred to as "Association", pursuant to California Government Code §3500, et seq.

ARTICLE 2- RECOGNITION

- A. The City recognizes the Association as the recognized and exclusive representative for the following job classifications:
 - 1. Public Safety Sergeant
 - 2. Public Safety Officer
- B. This recognition excludes:
 - 1. All Management Employees
 - 2. All Temporary Employees
 - 3. All Part-Time Employees
- C. The City agrees to meet and confer with the Association as the exclusive representative on matters relating to the scope of representation under the Meyers-Milias-Brown Act, and as provided under the City's Employer-Employee Relations Policy, Chapter 2.40.

ARTICLE 3- SEVERANCE

- A. If any provision of this agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted legislative provision or by judicial authority, the offending provision shall be severed, and all other provision of this agreement shall remain in full force and effect for the duration of the agreement.
- B. Should a provision be severed as a result of Section (A) above, the City and Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision(s) of this agreement.

ARTICLE 4- SOLE AGREEMENT

- A. If, during the term of this agreement the parties mutually agree to modify, amend, or alter the provisions of this agreement in any manner, such changes shall only be effective when reduced to writing and approved by authorized representatives of the City and the Association. Any such changes so adopted shall become part of this agreement and subject to its terms.
- B. It is agreed that any provisions pertaining to wages, hours, or working conditions found to be in conflict with provisions of this agreement shall be null and void, and that the provisions of this agreement shall prevail.

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ARTICLE 5-ASSOCIATION RIGHTS

- A The City agrees that as the exclusive representative, the Association officers or officially designated representatives shall be allowed the following:
 - 1. Reasonable access to employee work locations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.
 - 2. Space on existing department bulletin boards within the representation unit provided such use is not derogatory to the City, Employees of the City or other Employee Organizations. No material shall be posted on the bulletin boards that refer to candidates for public office or ballot measures.
- B. The City agrees to provide for payroll deductions for Association monthly dues. Such payroll deduction shall be provided in accordance with City forms and processes. The Association agrees to hold the City harmless for withholding such dues.

ARTICLE 6- CITY RIGHTS

In order to ensure that the City shall continue to carry out necessary City service functions and responsibilities to the public and to maintain efficient and responsive public safety services for the citizens of the City of Lindsay, the City continues to reserve and retain solely and exclusively all rights, including but not limited to:

- A Determine Public Safety Department Policy, including the right to manage the affairs of the Public Safety Department in all respects.
- B Evaluate, direct, supervise, hire, promote, suspend, discipline, discharges, demote, transfer, assign and retain employees of the Public Safety Department.
- C Relieve employees of the Public Safety Department from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive, in accordance with City's Rules and Regulations.
- D Determine the level of service to be rendered, operations to be performed, utilization of technology and equipment, means and methods of operation and overall budgetary matters.
- E Determine the appropriate job classification, organizational structure and personnel by which Public Safety Department Operations are conducted.
- F Determine the size and composition of the Public Safety Department.
- G Assign employees of the Public Safety Department per operational needs as determined by the City.
- H Determine the issues of public policy and control the overall mission of the Public Safety Department.
- L Maintain and improve the efficiency and effectiveness of the Public Safety Department.

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ARTICLE 7-CONTRACTING AND SUBCONTRACTING

Prior to contracting out any work or function of the operation of the Public Safety Department, the City will meet and confer with the Association.

ARTICLE 8- CALPERS RETIREMENT

	Agreement Prior to July 1, 2019		Agreement on and after July 1, 2019	
	Classic	PEPRA	Classic	PEPRA
Benefit Formula	3% at 55	2.7% at 55	3% at 55 (no change)	2.7% at 55 (no change)
Employee-paid contributions in percentage points	4%	11.5%	9% (five-percentage-point increase)	16.5% (five-percentage-point increase)
In exchange for the increase in employee-paid contributions			The City will make a one-time, 5% increase to all salary steps for Public Safety Officers and Public Safety Sergeants to take effect on July 1, 2019. This is separate and distinct from any salary adjustments in Article 14.	

ARTICLE 9- GRIEVANCE PROCEDURE

The City and the Association agree that a "Grievance" is the expressed claim by an employee or group of employees that the City has violated, misrepresented or misapplied the MOU provisions and/or City Personnel Ordinances, Rules & Regulations or Administrative Directives.

ARTICLE 10- SAFETY EQUIPMENT

- A. The City shall at a minimum furnish all Public Safety Officers with the following safety equipment:
- 1) Firearm
 - 2) Holster
 - 3) Belt
 - 4) Duty Ammunition
 - 5) Two Handcuffs with Case
 - 6) Flashlight with batteries
 - 7) Baton
 - 8) Three Magazines with Case.
 - 9) OC Spray with Holder
 - 10) Ballistic Vest (Level II or Higher)
 - 11) Foul Weather Gear

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- 12) Taser Conducted Electrical Weapon with holster
- 13) Structure firefighting safety equipment safety clothing and footwear.

ARTICLE 11- WORK WEEK

Employees assigned to police functions:

- A Work Cycle- Monday 0000 through Sunday 2359 hours.
- B Work Schedule- A two-week schedule of 12-Hour shifts, cycling three days on/four days off, followed by four days on/three days off. This City reserves the right to alter this workweek to fit the needs of the Department/City
- C Overtime- Those hours worked in excess of 80 hours per 14-Day work cycle.
- D Sick Days and Vacation Days shall be counted as days worked for the purposes of overtime.
- E Days off shall normally be consecutive.
- F Call back to work from off duty time shall be paid at 1.5 times the normal rate or pay, with a guaranteed two (2) hour minimum. Additional hours worked may also be "Flexed Off" from future scheduled hours in the same pay cycle at the option of the employee with a supervisor's approval, or the employee may choose to accrue earned Compensatory Time Off at 1.5 times the normal rate, or have those hours paid as overtime.

ARTICLE 12- COURT TIME

- A. Any employee covered by the terms of this MOU required to appear for authorized Court Time when off duty shall receive a minimum of two hours pay for such court or call back time.

ARTICLE 13- SPECIAL PAYS

- A. **POST CERTIFICATE or EDUCATIONAL INCENTIVE PAY**
 - 1 The City will pay per month, to any Public Safety Officer covered by this agreement for the possession of any one of the following:
 - a. POST Intermediate Certificate- \$125
 - b. POST Advanced Certificate- \$150
 - c. Associate's Degree (AA or AS, etc.)- \$200 OR Bachelor's Degree (BA or BS, etc.)- \$300
 - 2 No employee may receive both the Educational Incentive Pay AND the POST Certificate Pay simultaneously.
- B. **COURT STANDBY PAY**
 - 1 Court Standby at the rate of \$700 per year payable each July.
 - a. Said payment to be prorated by the number of months the employee has worked as a public safety officer for the City in the twelve-month period immediately preceding the July in which the premium is to be paid.
- C. **DEFERRED COMPENSATION MATCH**

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- 1 City will match any employee's contribution to the City's Deferred Compensation program in an amount not to exceed 3% of the contributing employee's base salary.

D. SPECIAL ASSIGNMENT PAY

- 1 Employees assigned to work in any of the following specific assignments will be paid an additional sum according to each assignment as follows:
 - a. K-9 Team- 5%
 - b. Investigators Unit- 5%
 - c. Evidence Technician - 5%
 - d. Traffic Investigations Supervisor- 3%

E. FIELD TRAINING OFFICER PAY

- 1 Employees formally appointed by the City to serve as Field Training Officers (FTO) will receive premium pay in an amount equal to 3% of their base salary, payable only when the FTO is assigned to a specific trainee.

F. OFFICER-IN-CHARGE PAY

- 1 An employee who is designated by the Public Safety Director to serve as an Officer-In-Charge (OIC) when no sergeant is assigned to patrol responsibilities will receive premium pay in an amount equal to 3% of the employee's base salary each workday, or portion thereof such designation is in effect.

G. UNIFORM ALLOWANCE

- 1 Each employee covered by this agreement will receive a uniform allowance of \$1,000 per year. Said allowance will be paid in \$500 installments with payroll on or about December 1 and July 1 of each year, provided the employee has worked the previous six (6) month period.
- 2 After six months of employment, the employee will begin to earn the uniform allowance at the rate of \$83.33 per month ($\$1,000/12 = \83.33). Said accumulated monthly allowance will be paid in December or July (whichever occurs first); actual amount dependent upon the accrued monthly allowance.

H. BILINGUAL PAY

- 1 The City will pay \$40 per month for Certified Translators.

I. FIREFIGHTER PAY

- 1 The City will pay each employee who acts in the capacity of a firefighter an additional sum of \$500 payable at the same time as the Uniform allowance in installments of \$250 with the payroll runs on or about July 1 and \$250 on or about December 1. Should the City discontinue the practice of requiring members of the bargaining unit to perform fire suppression services, this stipend will also be discontinued.

J. LONGEVITY PAY

- 1 Any employee who has completed ten years of service with the City will receive a

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longevity incentive in the amount of 5% of the employee's base salary each month. An additional 2.5% of the employee's base salary will be awarded at 15 years of service with the City. An additional 2.5% of the employee's base salary will be awarded at 20 years of service with the City.

ARTICLE 14- SALARY

The City agrees to adjust the Classification and Salary Schedule for all members of the bargaining unit as follows:

- A July 2019: 5.0%
- B The City does not guarantee general salary increases during the term of this agreement beyond the increase noted in point A above. However, the City will have the discretion to give increases up to 5% 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 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.

ARTICLE 15- HOLIDAYS

- A Each employee covered by this agreement, except as provided in Section B below, will receive, with the payroll run on or about December 1st each year, Holiday Pay equal to 104 hours (13 Holidays X 8 Hours) paid at the employee's regular rate of pay. As a function of this payment method, holidays would not be counted as days worked for the purposes of overtime.
- B Holiday Pay for employees who have not been employed a complete 12 months immediately preceding December 1st of each year will be prorated based upon the number of recognized holidays that have occurred during the period of their employment with the Public Safety Department. The following recognized holidays will be considered in prorating Holiday Pay: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

ARTICLE 16- VACATION

- A Vacation time will be accrued at the rate of 102 hours per year after 5 years of continuous service and 128 hours per year after 7 years of continuous service.
- B Vacation accruals will cap at 300 hours earned. There shall be no loss in accrued vacation hours for employees who, as of July 1, 2019 have more than 300 vacation hours. Employees will not accrue vacation for any period during which their vacation leave bank is at or greater than 300 hours.
- C The City will adapt its hardship review process for vacation buyback purposes to include a committee review. The Hardship review committee consists of the City Manager, the

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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.

- D. 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 not part of the calculation for vacation buy back. 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.

ARTICLE 17- INSURANCE

- A. Medical, Dental, Vision, Life Insurance- During the term of this agreement, the City agrees to continue to provide Medical, Dental, Vision and Life Insurance coverage for all eligible employees and their eligible dependents. The City further agrees to continue to pay 100% of the total of the combined employee-only premium and 50% of the combined dependent premiums, except for Life Insurance, which the employee would be responsible for 100% of the dependent's premium in the event he/she elects such coverage.
- B. Continuation Upon Retirement - Effective upon insurance plan renewal, the City agrees to allow employees with 15 or more years of continuous service to continue coverage in the City active employees' health insurance program until said retiree reaches the age of Medicare eligibility by contributing 3.5% of the employee-only premium for each year of the employee's continuous service with the City.
- C. The City retains the right to change insurance policy/provider during the duration of this Agreement.

ARTICLE 18- BEREAVEMENT LEAVE

Immediate Family, for the purposes of Bereavement Leave, is defined as the employee's Spouse, Child, Parent, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparent or Registered Domestic Partner.

ARTICLE 19- IRC SECTION 125 PLAN

All employees covered by this agreement will be allowed to participate in any 125 Plan provided by the City.

ARTICLE 20- EDUCATIONAL EXPENSE & INCENTIVE PROGRAM

- A. Pursuant to Rule XVII, Section 3 of the Personnel Rules and Regulations, any employee

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covered by this agreement may be eligible to receive educational expense reimbursement subject to the following procedure:

1. When in the opinion of the City Manager, a course to be taken by the employee will specifically benefit the City, then the City manager may authorize the reimbursement or advancement of fees for tuition and/or required text books. Any textbooks paid for by the City become property of the City.
2. When course tuition is advanced or reimbursed by the City, the employee must provide written evidence of satisfactorily passing, with a grade of "C" or better; or, the employee will be required to refund any advanced tuition or may be refused reimbursement regardless of pre-approval.
3. If a recipient of an educational expense advance or reimbursement terminates or is terminated from employment within six (6) months of completion of a course, the employee will be required to refund any expenses paid by the city in relation to said course.
4. In no event will the City be responsible for the reimbursement of expenses not approved in advance by the City Manager.

B. EDUCATIONAL EXPENSE PROGRAM

1. Purpose- The purpose of this program is to provide financial incentive to employees who, on their own time, enroll and complete approved educational programs that will add and/or improve skills that will enhance employee productivity and thereby augment their value as employees of the City.
2. Eligible Employees- "Employee" shall mean any permanent full-time employee or any permanent part-time employee working thirty (30) or more hours per week.
3. 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 job assignment. The class must be approved in advance to qualify for the incentive program.
 - a. 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 schools, or be a complete semester or quarter in duration in the case of colleges and/or universities.
 - b. 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.
4. 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 "Pass" if the course is graded as "Pass/Fail". The employee is responsible for providing appropriate evidence of

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- successful completion.
5. Amount of Incentive- The incentive will be paid only to those employees who continue their employment with the City, as provided below:
- a. Employees who continue their employment for a full six (6) months (180 days) following completion of an approved class will receive a payroll bonus of \$150.
 - b. Employees who continue their employment for a full twelve (12) months (365 days) following completion of the class will receive an additional \$150 payroll bonus.
 - c. There will be no incentive payment if an employee does not continue employment for at least six 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.
 - d. An employee may not, in any event, qualify for an incentive payment of more than \$300 in any fiscal year.

ARTICLE 21- RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall serve upon the other a written request to commence negotiations on or before the 15th day of March of the year in which this agreement expires. 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.

ARTICLE 22- TERM

The provision of this MOU shall commence on July 1, 2019 and remain in effect through June 30, 2022, unless notice, as provided in Article 21 of this MOU, is not given in the required time.

This Memorandum of Understanding entered into and signed this 25th day of April, 2019.



Representative – LPOA President



Representative – LPOA Member



Representative – City of Lindsay (City Manager)



Representative – City of Lindsay (Director of Finance)