



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LINDSAY
AND THE
LINDSAY CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION

June 25, 2024 THROUGH June 30, 2025

Article 1. Preamble

This Memorandum of Understanding (hereinafter "Agreement" or "MOU"), is made by and entered into between the City of Lindsay ("City") and the Lindsay City Professional Firefighters' Association ("Association") after meeting and conferring in good faith pursuant to the Meyers-Milias-Brown Act, California Gov. Code § 3500 et seq. ("MMBA").

Article 2. Recognition

- (a) The City hereby recognizes the Association as the exclusive bargaining for City employees in the following job classifications:
 - (1) Public Safety Fire Apparatus Engineer (FAE)
 - (2) Public Safety Firefighter (FF)
 - (3) Public Safety Fire Lieutenant (FL)
- (b) This recognition excludes any employees designated as management employees, as well as all temporary or part-time employees.
- (c) The City agrees to meet and confer with the Association as the exclusive representative on all matters relating to the scope of representation pertaining to the above-listed job classifications pursuant to the MMBA and as provided under the City's Employer-Employee Relations Policy. This includes, but is not limited to, meeting and conferring with the Association to the extent required by law regarding the impacts of contracting out any work or function assigned to employees represented by the Association.

Article 3. Association Rights

The City agrees that as the exclusive representative, the Association firefighters or officially designated representatives shall be allowed the following:

- (a) 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.
- (b) Space on existing department bulletin boards within the representation unit provided such use is not derogatory to the City, City employees, or other employee organizations. No material shall be posted on the bulletin boards that refer to candidates for public office or ballot measures.
- (c) The City agrees to provide payroll deductions for Association monthly dues in accordance with state law. Such payroll deduction shall be provided in accordance with City forms and processes.

Article 4. City Rights

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 residents of the City of Lindsay, the City continues to reserve and retain solely and exclusively all rights, including but not limited to the rights to:

- (a) Determine the City's mission, including that of its constituent departments, commissions, and boards.
- (b) Direct the affairs of, manage, and maintain the efficiency of the City, to set standards of service, and to control the organization and operation of the City.
- (c) Determine Public Safety Department Policy, including the right to manage the affairs of the Public Safety Department in all respects.
- (d) Direct the City's workforce, including scheduling and assigning work and overtime according to operational needs as determined by the City.
- (e) Evaluate, direct, supervise, hire, promote, suspend, discipline, discharge, demote, transfer, assign, and retain employees of the Public Safety Department.
- (f) 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 the City's Rules and Regulations.
- (g) 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.
- (h) Determine the appropriate job classification, organizational structure, and personnel by which Public Safety Department Operations are conducted.
- (i) Determine the size and composition of the Public Safety Department.
- (j) Determine the issues of public policy and control the overall mission of the Public Safety Department.
- (k) Maintain and improve the efficiency and effectiveness of the Public Safety Department.

Article 5. Work Hours and Work Period

Section 5.01 Work Schedules

(a) Employees Assigned to Suppression Shifts

Employees assigned to suppression shifts shall work 24-hour shifts on a 48/96 schedule (two days on duty, four days off duty) consisting of three platoons (A, B, and C). Each 24-hour shift begins and ends at 8:00 a.m. Early relief is permitted with supervisor's approval pursuant to 29 CFR Section 553.225.

If the standard shift schedule for a particular calendar year would result in the same platoon working on both December 24 and December 25, the Association may request a temporary change to the shift schedule in order to divide those two dates among two platoons. The Association's request must propose a specific alternative shift schedule. The City shall accommodate the Association's request, provided that (a) all shifts affected by the proposed change are in the same FLSA work period, (b) all shifts affected by the proposed change are in the same calendar year, and (c) the requested change does not result in one platoon working three 24-hour shifts in a row.

(b) Employees Not Assigned to Suppression Shifts

Employees not assigned to suppression shifts shall work a 40-hour workweek. The specific schedule will be assigned by the employee's supervisor or department management.

Section 5.02 Overtime

(a) Contract Overtime

For the purpose of calculating contract overtime, all hours actually worked in excess of the employee's regularly scheduled hours will be compensated at one and one-half (1.5) times the employee's normal hourly rate.

(b) FLSA Overtime

For the purpose of calculating overtime pursuant to the Fair Labor Standards Act (FLSA), the City has adopted a 14-day work period pursuant to Section 207(k) of the FLSA. Hours worked in excess of 106 hours in a 14-day work period will be paid as overtime in accordance with the FLSA. This work period applies to all City personnel engaged in fire protection activities as defined in 29 C.F.R. § 553.210, regardless of shift schedule or assignment.

(c) Advance Notice

If, in the judgment of the City, work beyond the normal workday, workweek, or work period is required, the City will notify any employee who may be asked or required to perform such overtime of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin.

(d) Minimum Staffing

The required minimum staffing is 1 person at the rank of Fire Apparatus Engineer or 1 person at the rank of Fire Lieutenant. In the event that the employee regularly assigned to a shift is out for vacation, sick leave, training, or an out of county assignment, their shift will be covered by a qualified employee who shall be relieved of their regular assigned duties while assigned to cover the vacancy.

Article 6. Compensation

Section 6.01 Pay Period and Pay Days

The City has adopted biweekly pay periods. On the regularly scheduled pay day for each pay period, employees will receive compensation for hours worked and paid leave hours taken in that pay period. FLSA overtime compensation will be paid on the regular pay day for the pay period in which the FLSA work period ends.

Section 6.02 Salary; Cost of Living Increases

The City agrees to adjust the current classification and salary schedule for all members of the bargaining unit as follows:

- A. Effective following City Council approval of this MOU (pay period including June 25, 2024), a 4.0% base wage increase.

Section 6.03 Administrative Assignment Premium

Employees assigned to a 40-hour non-suppression assignment shall have their normal hourly rate increased by a factor of 1.4 in order to keep the employee at the same overall pay level despite the reduction in hours.

Section 6.04 Educational Incentive Pay

Any Public Safety Firefighter covered by this Agreement shall receive be eligible to receive incentive pay, in equal biweekly installments, for possession of any one of the following:

- (a) Associate's degree (AA/AS): \$200 per month (\$92.31 biweekly)
- (b) Bachelor's degree (BA/BS): \$300 per month (\$138.46 biweekly)

An employee who possesses more than one of the above certifications/degrees shall only be entitled to whichever incentive pay provides the greater amount.

Section 6.05 Bilingual Pay

The City will provide \$40 per month, in equal prorated installments each pay period (\$18.46 biweekly), to employees who are certified translators in a language that, in the City's determination, is beneficial to the performance of City services.

It is the intent of the parties that all Public Safety Department officers will be eligible to take the oral and written tests currently being used for members of the SEIU bargaining unit, and that such tests will be offered to the Lindsay Public Safety Department members within ninety (90) days from the ratification of this Agreement by all parties.

Section 6.06 Longevity Pay

Employees covered by this Agreement are eligible for a longevity pay premium above their base hourly rate based on years of continuous service with the City, as follows:

- (a) Ten (10) years of service: 5.0%
- (b) Fifteen (15) years of service: 7.5%
- (c) Twenty (20) years of service: 10.0%

This premium pay shall be effective as of the first full pay period after the employee's anniversary date. The amounts listed above are not cumulative.

Article 7. Benefits

Section 7.01 CalPERS Retirement

- (a) Safety employees who are not defined as "new members" under the Public Employees' Pension Reform Act ("PEPRA") will pay the entire nine percent (9%) employee contribution.

- (b) Safety employees who are "new members" will be subject to all applicable PEPRA provisions. New members will contribute fifty percent (50%) of the total normal cost of the retirement benefit as determined by CalPERS. In addition, new members will pay an additional five percent (5%) of the employer share as cost sharing under Government Code section 20516(f). The parties agree that cost sharing will survive the expiration of this MOU and will continue during successor negotiations and all required impasse procedures.

Section 7.02 Deferred Compensation Program

Any employee covered by this MOU is eligible to participate in the City's 457(b) Deferred Compensation Program. The City will match any employee's contribution to the Deferred Compensation Program in an amount not to exceed 3% of the contributing employee's base salary.

Section 7.03 Group Insurance Benefits

- (a) 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.
- (b) The City will pay 100% of the total of the combined employee only premium. For medical, dental, and vision, the City will pay 50% of the combined dependent premiums
- (c) For life insurance, the City will pay the employee premium only. The employee is responsible for 100% of the premium for any dependent coverage.
- (d) 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. The City will contribute 3.5% of the employee only premium for each year of the employee's continuous service with the City.
- (e) The City retains the right to change insurance policy/provider during the duration of this Agreement.

Section 7.04 IRC Section 125 Plan

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

Section 7.05 Educational Expense and Incentive Program

(a) Educational Expense Reimbursement

Any employee covered by this agreement may be eligible to receive educational expense reimbursement pursuant to Rule XVII, Section 3 of the City of Lindsay Personnel Rules and Regulations. For courses with a letter grade, satisfactorily passing the course means a grade of "C" or better. In no event will the City be responsible for the reimbursement of expenses not approved in advance by the City Manager.

(b) Educational Incentive Program

- (1) 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) Only permanent full-time employees and permanent part-time employees working thirty (30) or more hours per week are eligible for the educational incentive.
- (3) An "Approved Educational Program" shall mean a class or classes, which are approved by the City Manager on a written recommendation from the Fire Chief 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., Fire Academy will not be eligible for the incentive program.
 - c. A course being approved for educational expense reimbursement pursuant to subsection (a) of this Section 7.05 does not by itself constitute approval for purposes of the educational incentive program.
- (4) Grade Requirement: 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 successful completion.
- (5) Amount of Incentive- The incentive will be paid only to those employees who continue their employment with the City for a minimum duration, 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 one-time 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 one-time \$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 separate from City 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 8. Leaves and Time Off

Section 8.01 Holidays

Each employee covered by this Agreement will be paid 8 hours of holiday pay for each of the following holidays.

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	
Christmas Eve	December 24
Christmas Day	December 25
New Years Eve	December 31

The holiday pay shall be paid in the pay period in which the particular holiday occurs. Holiday pay will be paid at the 40-hour per week rate, regardless of whether an employee is on a 40-hour schedule or a 56-hour average per week suppression schedule. For employees on a 56-hour average per week schedule, their base rate will be multiplied by 1.4 to arrive at the 40-hour rate.

This leave is provided in lieu of any holiday benefits or time off provided by other City policies, including the Personnel Rules and Regulations.

Section 8.02 Sick Leave and Vacation Leave

Employees covered by this agreement accrue and may use sick leave and vacation leave pursuant to the provisions of the City of Lindsay Personnel Rules and Regulations, with the following exception: The accrual rates provided in the Personnel Rules shall apply to employees on a 40-hour shift schedule; employees on suppression shifts shall have their accrual rate increased by a factor of 1.4 to account for the difference in shift schedule.

Section 8.03 Conversion of Hours

In order to provide equivalent time off regardless of shift schedule, any accrued paid leaves for employees reassigned from suppression shifts to a 40-hour shift schedule will be reduced (divided) by a factor of 1.4, representing the proportional difference between a 56-hour week and a 40-hour week. Similarly, employees who are reassigned from a 40-hour shift assignment to a suppression shift assignment will have accrued leaves increased (multiplied) by a factor of 1.4.

Article 9. Equipment

Section 9.01 Safety Equipment

The City shall furnish all Public Safety Fire Personnel with the following safety equipment:

- (a) Turnouts (jacket and pants) (NFPA)
- (b) Structure helmet with goggles and shield. (NFPA)
- (c) Structure gloves and fire hood (NFPA)
- (d) Structure boots (NFPA)
- (e) Wild land jacket (NFPA)
- (f) Dual Compliant station / wildland boots Haix boot (NFPA)
- (g) Wild land helmet w/ goggles and shroud (NFPA)
- (h) Wild land gloves and wild land pack with fire shelter (NFPA)
- (i) Class 2 harness (NFPA)
- (j) Individual SCBA masks with voice amplifier and bag.

Any safety equipment that is damaged during the course of duty and is no longer functional shall be replaced by the City upon written request from the employee.

Section 9.02 Uniform and Uniform Allowance

At the time of hire, the City shall purchase a complete uniform consisting of: 2 pair of Crew Boss pants; 2 pair of Work Rite fire officer shirt (Nomex); 2 pair of long sleeve Work Rite fire officer shirt (Nomex); 2 Boston leather 1 ¾ belt (basket weave); 6 LCFD 5:11 T-shirt; 1 LCFD 5:11 job sweatshirt; 1 LCFD duty hat and beanie; and 1 clip on dress tie; and 1 officer shirt; 1 long sleeve shirt, 1 belt, 4 LCFD 5:11 shirts.

Commencing after six months of employment, employees will receive a uniform allowance equivalent to \$1,000 per year, payable in biweekly installments each pay period (\$38.46 biweekly).

Article 10. Grievance Procedure

Any grievance, meaning a claim by an employee or group of employees involving the interpretation, application, or alleged violation of this Agreement shall be processed according to the Grievance Procedure set forth in the City of Lindsay Personnel Rules and Regulations.

Article 11. Miscellaneous Provisions

Section 11.01 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 a

judicial authority, the offending provision shall be severed, and all other provisions 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.

Section 11.02 Sole and Complete Agreement

- (a) It is agreed that this MOU contains all the covenants, stipulations, and provisions agreed to by the parties, and no prior agreement, written or oral, that is not expressly set forth in this MOU shall be enforceable against either party.
- (b) It is agreed that the parties' agreement encompasses the entire scope of matters that are subject to collective bargaining. All subjects relating to employee wages, hours, and other terms and conditions of employment shall remain the same for the term of this agreement or as specifically provided herein. For the entire term of this Agreement, neither party shall be compelled to bargain with the other concerning any subject of bargaining whether or not that issue is expressly referenced in this Agreement and whether or not the issue was specifically discussed during the negotiations prior to the execution of this Agreement.
- (c) 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.
- (d) The parties agree that the Personnel Rules and Regulations of the City of Lindsay apply in full to City employees represented by the Association, except that where a provision of this Agreement is inconsistent with those Rules, the provisions of this Agreement shall prevail.

Section 11.03 Renegotiation

In the event either party hereto desires to negotiate the provisions of a successor MOU, such party shall, on or before the 15th day of March of the year in which this agreement expires, serve upon the other a written request to commence negotiations. Failure by both parties to provide such notice shall indicate satisfaction with the existing terms and conditions, and the mutual desire for such terms and conditions to remain in force. In such case this Agreement shall automatically be extended for an additional twelve (12) months.

 6-25-24

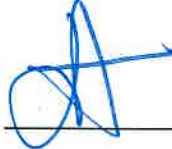
City Representative (City Manager)

 6/26/24

LCPFA Member

 6/25/24

City Representative (Finance Director)

 7/3/2024

LCPFA Member