

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA  
AND THE DINUBA CITY EMPLOYEES' ASSOCIATION**

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DINUBA AND THE DINUBA CITY EMPLOYEE'S ASSOCIATION.

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 1st day of July, 2013, by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba City Employees' Association, hereinafter referred to as "Association" for and on behalf of the employees in the Association.

The provisions of this understanding shall be subordinate to any present or subsequent Federal Law, or City rules and regulations. The term of this Understanding is from July 1, 2013, through June 30, 2016 (three years).

PURPOSE: The purpose of this Understanding is to promote and provide harmonious relations, cooperation and understanding between the City and its employees covered herein and to set forth the full understandings reached as a result of meeting and conferring on hours, wages and working conditions in accordance with State law and City ordinances, rules and regulations.

SCOPE: This Understanding sets forth the full and entire Understanding of the City and the Association.

SEVERABILITY: Should any part of this Understanding be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of the Understanding.

MODIFICATION: Any agreement, alteration, understanding, variation, waiver or modification affecting any of the terms or provisions contained in this Understanding shall not be binding upon the City or the Association unless made and executed in writing by the City and the Association and, if required, approved by the City Council.

MUTUAL RESPONSIBILITY: The City and the Association recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

CITY RIGHTS: The City reserves, retains and is vested with, solely and exclusively, all rights which have not been expressly provided to the Association by specific provisions of this Understanding including but not limited to:

- 1) The nature and extent of services performed;
- 2) The employee's work weeks, shift plans and work hours;
- 3) The methods, means and personnel by which the City's operations are to be conducted; and
- 4) Such other decisions as may be necessary to organize and operate the City in the most efficient manner as determined by the City.

EMPLOYEE RIGHTS AND ASSOCIATION RIGHTS: The City recognizes the Association as the exclusive representative of Classified employees. The City shall consult with the Association on matters of pay, hours, and working conditions in accordance with State law and City policies, rules and regulations.

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations.

ASSOCIATION MEETINGS: During the Meet & Confer Process, the City will allow two (2) one hour (1 hour) Association Meetings during working hours.

QUARTERLY MEETINGS: The City agrees to meet with representatives of the Dinuba City Employees' Association on a quarterly basis to facilitate and foster a better line of communication.

POLICIES AND PRACTICES: The Personnel Policies and Practices, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees unless superseded by any provisions of this Understanding.

## INSURANCE

HEALTH INSURANCE: The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute \$56.95 per month towards the premiums of the health insurance. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December). Employee contributions may be made on a pre-taxable basis.

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during open enrollment period. Employees will then be required to pay the employee portion of the premium, if any, that is specified at the time for that particular coverage.

DENTAL/VISION: Commencing July 1, 2006, the employee will bear the cost above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

LIFE INSURANCE: The City shall provide term life insurance at least equal to the current policy in the amount equal to \$1,000 for every \$1,000 (or fraction) of annual salary; the City shall also provide coverage of accidental death or dismemberment benefits.

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee's weekly earnings with a 60 day waiting period.

LONG-TERM DISABILITY: The City shall provide employees with long-term disability at least equivalent to the current policy of up to 60% of employee's monthly earnings with a 180 day waiting period.

ADDITIONAL LIFE INSURANCE: The City shall deduct premium costs from employees paychecks for additional life insurance in amounts and for plans that have been approved by the City at the employee's request.

UNEMPLOYMENT INSURANCE: The City pays the cost of Unemployment Insurance to provide employees a weekly income when out of work through no fault of the employee (layoff).

INDUSTRIAL INJURY OR ILLNESS: Industrial injury or illness benefits shall be payable in situations where employee's absence is due to industrial injury or illness as provided in California Worker's Compensation Law and City policies.

RETIREE HEALTH INSURANCE/MEDICARE SUPPLEMENT: Employees retiring from the City with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. See details under "Forfeiture of Sick Leave" section.

City pays 100% for retirees for the City of Dinuba's approved Medicare Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and have maintained continuous coverage under the City of Dinuba's health insurance plan.

The City to discontinue city-paid contributions toward Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/13. Employees hired on or after 7/1/13, upon retirement, may continue insurance benefits subject to the provisions in the Employees' Association Memorandum of Understanding, Forfeiture of Sick Leave (a).

## RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement Systems (PERS). The retirement formula is 2% @ 55 for miscellaneous employees for existing PERS members as of December 31, 2012. Under Public Employees' Pension Reform Act (PEPRA), for "new members" on or after January 1, 2013, the retirement formula will be 2% @ 62.

Currently (not new to the CalPERS system on or after 1/1/13) employees shall contribute towards PERS contributions in the amount of 2% annual salary, increasingly cumulatively by 2% each year, not to exceed a total of 6% for the term of this contract.

- Effective July 1, 2013, 2% PERS Contribution
- Effective July 1, 2014, 2% PERS Contribution, Cumulative 4%
- Effective July 1, 2015, 2% PERS Contribution, Cumulative 6%

As of 7/1/13, the City will discontinue paying the full portion of the Employer Paid Member Contribution ("EPMC").

Specific details regarding these retirement plans are available to employees from either the Payroll or Human Resource Services Departments. The City shall provide each employee with a description of the retirement plan.

## SICK LEAVE

STATEMENT OF POLICY: Sick leave shall not be considered as a privilege which an employee may use at his/her own discretion, but shall be granted only for bona fide necessity as defined herein.

### ELIGIBILITY OF SICK LEAVE:

- a) All regular full-time employees upon completion of 30 calendar days of continuous service shall be eligible for sick leave with pay.
- b) Employees accrue sick leave from the first day of employment and may use sick leave as it accrues in accordance with City policy.
- c) Temporary or part-time employees shall not be eligible for sick leave with pay.

ACCRUAL OF SICK LEAVE: Sick leave shall be accrued and credited biweekly from the first day of employment by all regular full-time employees who are on a pay status. Sick leave shall accrue at the rate of four (4) hours per pay period (based on 26 pay periods/year).

ACCUMULATION OF SICK LEAVE: Sick leave may be accumulated by all full-time employees for an unlimited number of days.

SICK LEAVE INCENTIVE: In addition to current accrual rates (13 days annually), June 30 of each year, if the sick leave balance is at a certain level, then additional hours of leave will be added on July 1. Eligibility is renewed each year; the additional days are not granted if the leave balance falls below the incentive level.

Sick leave accrual balances of 500 hours as of June 30 shall have 16 hours added to the balances on July 1.

Sick leave accrual balances of 1,000 hours as of June 30 shall have 32 hours added to the balances on July 1.

HOLIDAYS WITHIN SICK LEAVE: Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

DEPLETION OF SICK LEAVE: Certification of the need for medical leave must be obtained from a physician. Leave must be recommended by the Department Director and approved by the City Manager. If the employee is unable to return to work at the end of this period, he/she must request further medical leave which will be subject to approval by the City Manager. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 days. If further leave is not granted, the employee's service with the City shall be considered terminated. Refer to Leave of Absence without Pay.

Disability retirement from City service shall be subject to the terms and conditions of the City's retirement system.

FORFEITURE OF SICK LEAVE: Employees leaving City service shall forfeit all accumulated sick leave except:

- a) Upon retirement, an employee may choose to be paid for up to 60 days of accumulated sick leave at employee's rate of pay at retirement; or to cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

- b) When separating because of disability, the termination date shall be the date of exhaustion of sick leave.
- c) An employee with a minimum of five years of continuous service shall be entitled to 50% of up to 60 days of accumulated sick leave with a maximum of 30 paid days at employee's current rate of pay.

ILLNESS WHILE ON VACATION: An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation provided that:

- a) immediately upon return to duty, the employee submits to the Department Director a written request for sick leave and a written statement signed by the employee's physician stating the nature and dates of the illness;
- b) the Department Director recommends and the Personnel Officer/City Manager approves the granting of such leave.

DEDUCTION OF SICK LEAVE: Sick leave shall be deducted at the rate of one hour sick leave for each hour absent; less than one hour used will be charged as one full hour. After one full hour off, time in less than one-half hour increments will be charged to the next hour.

EVIDENCE OF ILLNESS: A physician's certificate will be required after being absent five work-days. A physician's certificate may be required regardless of length of absence at the request of the Department Director or City Manager.

USAGE OF SICK LEAVE: Sick leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. Sick leave may be taken for:

- a) an employee's personal illness or disability, including pregnancy;
- b) medical or dental examinations or treatment of the employee, immediate family, or domestic partner as defined in Section 297 of the California Family Code;
- c) care of an ill or injured member of immediate family or domestic partner;
- d) death of a member of immediate family, domestic partner or close relative (leaves should not exceed five working-days for any one death).

## VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee shall accrue and have vested vacation leave with pay as follows:

1-5 years service	3.08 hours biweekly	10 days/year
6-10 years service	4.62 hours biweekly	15 days/year
11-15 years service	5.23 hours biweekly	17 days/year
16+ years service	6.15 hours biweekly	20 days/year

Vacation time accrues from the date of hire at biweekly rates consistent with the above schedule.

USE OF VACATION: Vacation time may be taken in increments of one-hour when approved by the Department Manager.

SCHEDULING OF VACATION: Vacation scheduling shall be done departmental with regard to the employee's desires and needs, however, vacations shall be scheduled and approved by the Department Head so as to not interfere seriously with or impair departmental efficiency. Seniority will be considered should there be a conflict of dates within the department.

HOLIDAYS WITHIN VACATION LEAVE: If a holiday falls within a scheduled vacation period, vacation hours will not be charged against employee.

ILLNESS WITHIN VACATION LEAVE: Employees who become ill or injured during annual vacation leave may have such periods of illness charged to his/her accumulated sick leave instead of vacation provided the requirements are met as stated in the "Sick Leave" rule.

MAXIMUM ACCRUAL OF VACATION: Vacation time may not exceed an accumulated amount of 160 hours beyond January 1 of any year.

In the last quarter of each calendar year, Payroll shall provide a list for each department showing the number of accumulated hours of vacation which each employee will have on January 1 of the next calendar year. The Department Director shall review with each employee the number of hours accrued by the employee. If the amount accrued exceeds the limits specified above, the employee shall take the excess vacation accumulation before January 1 of the next calendar year. If the employee chooses not to take the vacation in excess of the accrued limit, he/she will forfeit it unless the Department Director approves carrying over the excess due to unusual circumstances.

VACATION BUY BACK: On a fiscal year, July through June, employees may cash out vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 120 hours;
- b) Cash-out shall be at a ratio of one week vacation (five consecutive working days) per one week vacation cash-out, up to two weeks per year;
- c) Requests for vacation cash-out shall be approved by the Department Director no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out checks shall be made in writing by the Department Director and forwarded to the Finance Manager no later than two weeks before the start of the approved vacation leave.

VACATION & LEAVES OF ABSENCE: No personal leave of absence without pay for more than one day shall be granted as long as the employee has accumulated vacation.

PAYMENT FOR VACATION LEAVE UPON SEPARATION: Employees who terminate or retire shall be paid for any accrued vacation at the employee's current rate of pay.

VACATION DONATION POLICY: This policy provides a procedure for employees to donate vacation time to another employee within the Association in accordance with the Vacation Donation Policy. Refer to Policy #2000-03. The City reserves the right to modify the policy as required and upon discussion with the Association.



## HOLIDAYS

The following holidays are to be recognized by the City:

- a) Independence Day (July 4)
- b) Labor Day (First Monday in September)
- c) Veteran's Day (November 11)
- d) Thanksgiving Day (Fourth Thursday in November)
- e) Day after Thanksgiving
- f) Christmas Eve
- g) Christmas Day
- h) New Year's Day
- i) Martin Luther King (Third Monday in January)
- j) President's Day (Third Monday in February)
- k) Memorial Day (Last Monday in May)
- l) Two floating holidays to be accrued on July 1 and used before June 30 of the following year.

If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of the foregoing holidays fall on a Sunday, the Monday following shall be observed as a holiday.

To earn holiday pay, an employee must be on paid status the work day before and after the holiday.

Employees may choose to take floating holidays at any time during the fiscal year subject to departmental approval. These holidays do not accumulate beyond a fiscal year and must be taken as actual time off.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis.

## LEAVES WITH PAY

All employees shall be granted leaves of absence with pay for the following:

Jury Duty: Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee remits to the City all fees received for such duties other than employee's expenses and mileage within 30 calendar days from termination of the jury service.

Subpoenas: Employees who are subpoenaed to appear as witness in behalf of the City shall be granted leaves of absence with pay from their assigned duties until released. The employee shall remit all fees received for such appearances to the City within 30 calendar days from the termination of his/her service (employee's expenses and mileage are not considered fees).

Court Appearances: Employees who must appear in court resulting from their official duties shall be granted leaves of absence with pay from their assigned duties until released by the court.

Military: Refer to the Military Leave Policy #96-05.

## LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for pregnancy, in case of emergency or need, or where such absence would not be contrary to the best interests of the City. Such leaves should be regarded as a privilege and not a right. There should also be the expectation that the employee will return to City employment at the expiration of such leave.

### PROCEDURE TO REQUEST LEAVE OF ABSENCE:

- 1) Employee shall submit a written request for leave to his/her Department Director;
- 2) Department Director shall make a recommendation on granting the leave to the City Manager;
- 3) Requested leaves of less than 30 working-days may be approved in writing by the City Manager; requested leaves of 30 or more working-days must have City Council approval.

LEAVE OF ABSENCE LESS THAN 30 WORKING-DAYS: When a leave of absence is less than 30 working-days, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 30 WORKING-DAYS OR MORE: An employee on a leave of absence of 30 or more working-days:

- 1) ceases to accrue sick leave and vacation time on the 30th day;
- 2) loses all insurance benefits beginning on the first day of the next month after the month in which the 30th day falls. The employee may keep the policy in force by paying the City for the cost of the insurance premium;
- 3) shall have his/her seniority status adjusted to allow for the time over 30 days spent on leave;
- 4) shall have his/her anniversary date set back by the number of days spent on leave from the 30th day;
- 5) shall not have such leave considered as a "break in service" in regard to continuous service for pay off of sick leave upon separation from City service;
- 6) in no case shall a leave of absence exceed six (6) calendar months, except when taken under the Family Leave Policy.

MATERNITY LEAVE: Such temporary disability shall be treated as any other illness pursuant to the provisions of these Rules. The terms of a maternity leave shall be pursuant to current laws and the City's Family Leave Policy, policy #95-05.

MEDICALLY RELATED LEAVE: Refer to Family Leave Policy #95-05.

RETURNING TO WORK AFTER LEAVE OF ABSENCE: Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within five (5) working-days after notice to return to duty shall be cause for discharge. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address shall be reasonable notice of termination.

## EDUCATIONAL ASSISTANCE

A voluntary vocational training program is available to all employees and is designed to give employees incentive to improve skills within the job classification held and to improve work performance.

TUITION REIMBURSEMENT: Prior to registration of course(s), employee must have approval of the Department Director and City Manager to qualify for this benefit.

The City will issue the allowance in two (2) payments; 1st payment at the time of registration and the 2nd payment after proof of satisfactory completion of course(s) from an accredited school. The 1st payment may be requested in the amount of \$60.00 or the estimated expenses of tuition and books, whichever is less, and must be approved by the Department Director and City Manager. The advancement will be paid back by employee or deducted through a payroll deduction set by the City if for some reason the employee is unable to attend the classes or if canceled. An expense report will be turned in along with receipts to justify actual expenses to a maximum amount of \$500/fiscal year.

Classes required by the City shall be paid for by the City.

## OVERTIME

POLICY: It is the policy of the City that overtime work be kept to the minimum consistent with protection of life, property and the efficient operation of the departments and activities of the City. No employee will be scheduled for or paid overtime as a means of increasing his/her earnings above the limits imposed by the approved salary range of the employee's position, nor shall the employees of a department be scheduled for overtime on a continuing basis. The basis of overtime is to provide a means of meeting occasional emergencies on a temporary basis without hiring additional employees.

Overtime shall be approved in advance by the Department Director.

OVERTIME COMPENSATION: Compensation for overtime earned shall be paid at a rate of time and one-half for each period of overtime except where compensatory time off is granted in accordance with current laws. Overtime compensation shall be at time and one-half for paid status time over 40 hours each work week. (Paid status includes all paid leaves.)

Employees on a standard work week shall be compensated for overtime worked as stated above. All employees called back will receive a minimum of two-hours overtime.

COMPENSATORY TIME: Employees may accumulate compensatory time off (CTO) to a maximum of 160 hours.

Employees shall provide at least five (5) working days notice to the Department Director when requesting CTO. The Department Director has the discretion to waive the 5-day notice. The employee agrees to consult with the Department Director to make sure that staffing needs will be met.

### STANDBY COMPENSATION:

Employees on standby including Wastewater Plant employees shall be compensated for standby duty at the following rates:

3:30 p.m. Friday to Midnight Saturday:	\$75.00
Midnight Saturday to 7:00 a.m. Monday:	\$75.00
Holidays:	\$75.00
No Stand-by Compensation for weekdays	

No payment shall be paid if the employee fails to respond when called in.

Standby duty requires that employees are to:

Be ready and take immediate steps to respond within a reasonable time to calls for their service;

Be readily available and reachable by telephone or paging device;

Refrain from activities which might impair their ability to perform their assigned duties.

An employee on standby duty that fails to respond to a call or calls for service may be subject to disciplinary procedures in accordance with the City of Dinuba Policies & Practices.

CALL-OUTS: Employees called out shall be paid for a minimum of two (2) hours at the rate of time and one-half. Should additional calls for service be made during a call-out period, that time shall be a continuation from the time first called out. Overtime compensation shall continue until the required work has been scheduled.

## SALARY

### SALARY ADJUSTMENT:

This contract will be in effect July 1, 2013 through June 30, 2016.

Effective July 1, 2013, 4% COLA

Effective July 1, 2007, 4% COLA

Effective July 1, 2008, 4% COLA

Should the City be faced with a major crisis that would have a severe financial effect on four-year budget projections, the City would retain the right to reopen salary negotiations with the Association.

CLASSIFICATION PLAN: The Classification Plan shall be maintained and reviewed. All classes of positions shall be reviewed once during the next five years by Human Resource Services consistent with the Compensation Policy.

EMPLOYEE RETENTION SALARY PLAN: The Employee Retention Salary Plan is a plan that will be in place for the period of the agreement to attract and retain employees. It is the goal of the City to be competitive in salaries. Therefore, the City is proposing to increase the benchmark classifications higher than our comparable city survey over a six year period. In order to increase salaries to their planned levels, the plan must be implemented over a six year period in order for the City to be fiscally responsible as a result of budget constraints.

Every classification in the Association will receive and increase of a minimum of 1.75% to a high of 19.8%. An average of 7.5% will be received by the employees in the Association over the six year period. In addition, a cost of living increase will be included for each year of agreement. (See Exhibit "A")

The total increase over the six year period for the benchmark classifications are as follows:

<u>Public Works</u>	<u>Total % Increase</u>
Custodial Worker I	7.8%
Utility Worker II	12.8%
Mechanic	7.8%
Reclamation Plant Operator	7.8%
Maintenance Worker I	9.8%
<u>Clerical</u>	
Staff Aide	1.8%
<u>Accounting/Financial</u>	
Billing Clerk	1.8%
Accounting Technician	3.7%
Administrative Assistant	4.8%
<u>Technical</u>	
Engineering Technician	1.8%
Computer Technician	4.8%
Building Inspector II	1.8%

The proposed salary range increase for all classifications in the Employee Association are listed on Exhibit "A". Included with the above Employee Retention Salary Plan is proposed classification studies for the Utility Worker series for the Public Works and Parks and Community Services Departments.

## MISCELLANEOUS

AMBULANCE SERVICE: City to accept insurance consignment as payment in full for ambulance services rendered for all full-time employees, their dependents (dependents as specified in insurance coverage), and retirees covered under the City's medical plan.

CLOTHING/UNIFORM PROVISION: The City shall furnish uniforms to those employees required to wear them (a daily change shall be provided with a cleaning service). Uniform shirt and pant sizes may be altered at City's expense twice per year. Any alternations over and above twice per year shall be at employee's expense. For employees that work primarily out-of-doors, the City shall provide a jacket bi-annually, and shall reimburse for one pair of shoes annually up to but not exceeding \$150.00.

CONTROLLED SUBSTANCE & ALCOHOL TESTING PROGRAM: All Association personnel have agreed to submit to and abide by the City's random drug and alcohol testing requirements. However, City-wide random drug testing is not being implemented at this time. Reference to this testing shall be modified to conform with current court case and applicable law.

All Association personnel that are defined as safety sensitive (per Department of Transportation guidelines) are required to submit to and abide by the random drug and alcohol testing requirements as stated in the "FEDERAL HIGHWAY ADMINISTRATION DRUG AND ALCOHOL TESTING PROGRAM".

EMPLOYEE ASSISTANCE PROGRAM (EAP): The EAP is extended as a benefit to all employees and their immediate families. EAP assessment and referral sessions and counseling provided by the EAP office are limited to the current policy. Services not provided by the EAP office or EAP counseling provided beyond the current policy are at the expense of the employee.

LICENSES & CERTIFICATES: Licenses and certificates required by the City shall be paid for by the City.

NOTARY SERVICE: Employees are granted free notary service; this service is provided at City Hall.

PEACEFUL PERFORMANCE CLAUSE: The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

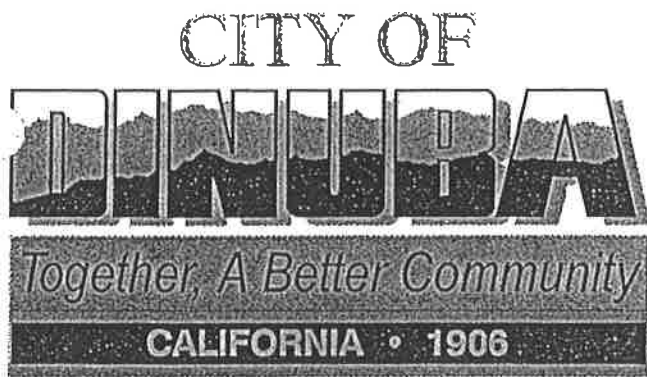
UNIFORM SERVICE CONTRACT: The Association shall be consulted relative to uniform service contracts prior to the City entering into a contract.

WATER BILLS: All City resident employees in the City's full time employment (prior to July 1, 1988) shall receive a 25% discount on water utility bills for their residence (1/2 acre limitation).

WELLFITNESS INCENTIVE: Employees who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy.







City Manager  
559/591-5904

City Attorney  
559/437-1770

Administrative Services  
559/591-5900

Development Services  
559/591-5906

Dinuba Vocational Center  
559/596-2170

Fire/Ambulance Services  
559/591-5931

Parks & Community Services  
559/591-5940

Police Services  
559/591-5914

Public Works Services  
559/591-5924

## ***Celebrating 100 years of Service 1906 • 2006***

June 8, 2006

TO: Dinuba City Employees' Association

FROM: City Meet & Confer Team

SUBJECT: MEET & CONFER AGREEMENT

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The below parties have read this Agreement and concur with the language stated herein, thereby amending the existing MOU to reflect said language.

### **I. Health Insurance:**

The City shall provide each employee a description of the current health insurance plan.

The City reserves the right to supply similar insurance benefits at the least costly method. In the event that the City should seek to change either the medical or dental insurance carriers, a representative of the Association will be placed on the committee to survey and make recommendations to the City Manager.

Each employee shall contribute \$56.95 per month towards the premiums of the health insurance. The contribution shall increase each year by the CPI (based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December).

In the event that the City makes available alternate medical insurance plans, employees may elect to enroll into one of those plans during open enrollment period. Employees will then be required to pay the employee portion of the premium; if any, that is specified at the time for that particular coverage.

### **II. Retiree Health Insurance:**

Employees retiring from the City with at least 15 years of continuous full-time service to the City of Dinuba shall have 75% of their City employee medical/prescription plan premium, including dependent coverage, paid by the City. See details under "Forfeiture of Sick Leave" section.

### III. Dental/Vision Insurance:

Commencing July 1, 2006, the employee will bear the costs above \$100.00. The City shall provide each employee description of the current dental and vision insurance plans.

### IV. Employee Retention Salary Plan:

The Employee Retention Salary Plan is a plan that will be in place for the period of the agreement to attract and retain employees. It is the goal of the City to be competitive in salaries. Therefore, the City is proposing to increase the benchmark classifications higher than our comparable city survey over a six year period. In order to increase salaries to their planned levels, the plan must be implemented over a six year period in order for the City to be fiscally responsible as a result of budget constraints.

Every classification in the Association will receive and increase of a minimum of 1.75% to a high of 19.8%. An average of 7.5% will be received by the employees in the Association over the six year period. In addition, a cost of living increase will be included for each year of of agreement. (See Exhibit "A")

The total increase over the six year period for the benchmark classifications are as follows:

<u>Public Works</u>	<u>Total % Increase</u>
Custodial Worker I	7.8%
Utility Worker II	12.8%
Mechanic	7.8%
Reclamation Plant Operator	7.8%
Maintenance Worker I	9.8%
 <u>Clerical</u>	
Staff Aide	1.8%
 <u>Accounting/Financial</u>	
Billing Clerk	1.8%
Accounting Technician	3.7%
Administrative Assistant	4.8%
 <u>Technical</u>	
Engineering Technician	1.8%
Computer Technician	4.8%
Building Inspector II	1.8%

The proposed salary range increase for all classifications in the Employee Association are listed on Exhibit "A". Included with the above Employee Retention Salary Plan is proposed classification studies for the Utility Worker series for the Public Works and Parks and Community Services Departments.

The City agrees to order a cost analysis for a 2.5% @ 55 Retirement Plan from PERS prior to commencing the next Meet and Confer process.

V. Cost of Living Adjustment:

Effective 7/1/06, 3.4% COLA

Effective 7/1/07, COLA based on CPI, minimum 2.0%, maximum 3.0%

Effective 7/1/08, COLA based on CPI, minimum 2.0%, maximum 3.0%

Effective 7/1/09, COLA based on CPI, minimum 2.0%, maximum 3.0%

Effective 7/1/10, COLA based on CPI, minimum 2.0%, maximum 3.0%

(Cost of Living Adjustment based on Consumer Price Index, All Urban Consumers, U.S. City Average, December to December)

Should the City be faced with a major crisis that would have a severe financial effect on four-year budget projections, the City would retain the right to reopen salary negotiations with Association.

VI. Medicare Supplement:

City pays 100% for retirees for the City of Dinuba's approved Medicare Supplement plan. Retiree must have at least 15 years of continuous full-time service to the City and have maintained continuous coverage under the City of Dinuba's health insurance plan.

VII. Term of Contract:

July 1, 2006 through June 30, 2011, 5 year Agreement

VIII. Forfeiture of Sick Leave:

Employees leaving City service shall forfeit all accumulated sick leave except:

- a.) Upon retirement, an employee may choose to be paid for up to 60 days of accumulated sick leave at employee's rate of pay at retirement; or to cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance premiums (at City's rate) until retiree becomes entitled to Medicare.

If amount is exceeded before entitlement to Medicare, retiree has the option of paying the premiums to the City for insurance coverage or dropping coverage. If money in the employee's trust account is not depleted prior to entitlement to Medicare, the money shall be removed from the trust account and revert back to City use.

IX. Standby Compensation:

Employees on standby shall be compensated for standby duty at the following rates:

3:30 p.m. Friday to Midnight Saturday:	<b>\$75.00</b>
Midnight Saturday to 7:00 a.m. Monday:	<b>\$75.00</b>
Holidays:	<b>\$75.00</b>

X. Tuition Reimbursement:

Change: An expense report will be turned in along with receipts to justify actual expenses to a maximum amount of \$500/fiscal year.

XI. Clothing/Uniform Provision:

The City shall furnish uniforms to those employees required to wear them (a daily change shall be provided with a cleaning service). *Uniform shirt and pant sizes may be altered at City's expense twice per year. Any alternations over and above once per year shall be at employee's expense.* For employees that work primarily out-of-doors, the City shall provide a jacket bi-annually, and shall reimburse for one pair of shoes annually up to but not exceeding \$130.00

XII. Peaceful Performance Clause:

The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Dinuba.

In the event of any work stoppage, during the term of the agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

This Agreement has been ratified by the Dinuba Employees' Association and the City representatives will be recommending approval of this Agreement to the City Counsel.

CITY OF DINUBA

By: Paul Hunt

By: James Olivera

By: Mario E. S. S. S.

By: Beth Nunes

Maria Alaniz

ASSOCIATION REPRESENTATIVE

By: [Signature]

By: [Signature]

By: Carolina Bobb

By: \_\_\_\_\_

Retention Salary Plan  
Employees' Association

**Exhibit "A"**

Position	Current Range	FY06/07		FY07/08		FY08/09		FY09/10		FY10/11		FY11/12	
		New	Range	New	Range	New	Range	New	Range	New	Range	New	Range
Cashier/CSR	80	82	83	-	-	-	-	-	-	-	-	-	-
Records Tech/CSR	80	82	85	-	-	-	-	-	-	-	-	-	-
Meter Reader	82	84	86	-	-	-	-	-	-	-	-	-	-
Reclamation Pl.Op.Trainee	82	84	86	88	88	-	-	-	-	-	-	-	-
Utility Worker I	82	84	86	88	88	-	-	-	-	-	-	-	-
Community Service Officer II	86	-	-	-	-	-	-	-	-	-	-	-	-
Custodian Worker II	87	89	91	93	93	-	-	-	-	-	-	-	-
Billing Clerk	90	-	-	-	-	-	-	-	-	-	-	-	-
Staff Aide	90	-	-	-	-	-	-	-	-	-	-	-	-
Reclamation Pl. Operator	92	94	96	98	98	-	-	-	-	-	-	-	-
Utility Worker II	92	94	96	98	98	100	100	102	102	102	102	103	103
Accounting Technician I	95	97	-	-	-	-	-	-	-	-	-	-	-
Water Quality Technician	97	99	101	103	103	105	105	107	107	107	107	108	108
Accounting Technician II	100	102	-	-	-	-	-	-	-	-	-	-	-
Records/Comm. Supervisor	100	102	104	106	106	108	108	110	110	110	110	111	111
Staff Assistant I	100	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker II	102	104	106	108	108	110	110	112	112	112	112	113	113
Sr. Reclamation Pl. Operator	102	104	106	108	108	-	-	-	-	-	-	-	-
Mechanic	104	106	108	110	110	-	-	-	-	-	-	-	-
Sr. Accounting Technician	105	107	-	-	-	-	-	-	-	-	-	-	-
Bldg Insp/Code Enf. Officer	110	-	-	-	-	-	-	-	-	-	-	-	-
Community Relations Sp.	112	-	-	-	-	-	-	-	-	-	-	-	-
Senior Mechanic	114	116	118	120	120	-	-	-	-	-	-	-	-
Computer Technician	115	117	118	-	-	-	-	-	-	-	-	-	-
Utility Worker III	117	119	121	123	123	-	-	-	-	-	-	-	-
Parks Supervisor	121	123	125	127	127	130	130	132	132	133	133	139	139
Public Improvement Insp.	122	124	126	-	-	-	-	-	-	-	-	-	-
Streets Supervisor	125	127	130	132	132	134	134	136	136	136	136	140	140
Sr. Plans Ex./Project Insp.	137	-	-	-	-	-	-	-	-	-	-	-	-

\*the classification with the mark of - will have a minimum increase of 1.75%

The parties have met and conferred and hereby agree to the following changes to the current Employees' Memorandum of Understanding between the parties.

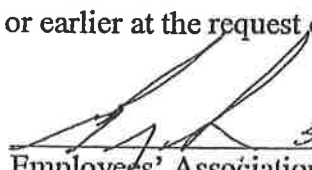
1. Mandatory Furlough – All employees under the Employees' Association shall serve a mandatory furlough of four (4) hours per month. The department director will designate how the furlough hours will be taken as per the need of the department.

Furlough hours will be deducted at the rate of 1.85 hours per pay period evenly starting with April 1, 2009 through June 30, 2010.

2. Cost of Living Increases (COLA) – The City will suspend the Cost of Living Increases proposed for fiscal year 2009/10.
3. City's Retention Plan – The City will suspend the City's Retention Plan for the fiscal year 2009/10.
4. Well Fitness Program – The City will suspend the Well Fitness Program for fiscal year 2009/10.
5. Forfeiture of Sick Leave - Members of this association that retire before June 30, 2010, may choose to be paid for up to 60 days of accumulated sick leave at employee's rate of pay at retirement; or may cash in total sick leave accumulation at employee's rate of pay at retirement and put the money in trust with the City to be used to pay medical and dental insurance until retirees becomes entitled to Medicare; or may be paid for up to 30 days of accumulated sick leave at employee's rate of pay at retirement and place the remainder in trust.

This agreement will be re-evaluated in March 2010 or earlier at the request of the parties.

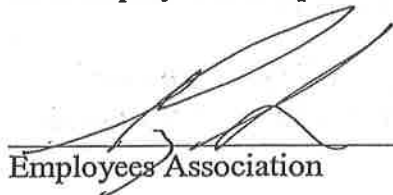
  
\_\_\_\_\_  
City of Dinuba

 5/12/09  
\_\_\_\_\_  
Employees' Association

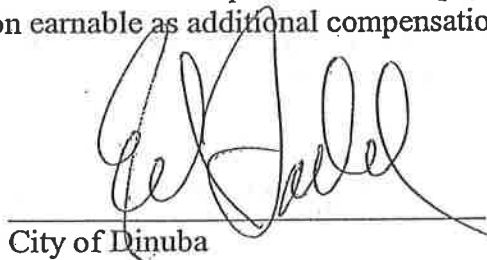
AMENDMENT TO FY 2006/07 – 2010/11 MEMORANDUM OF UNDERSTANDING

RETIREMENT

The City shall pay employee's share of PERS contributions up to 7% of base pay and shall report the same percent as compensation earnable as additional compensation in the final employee's compensation period.



Employees Association



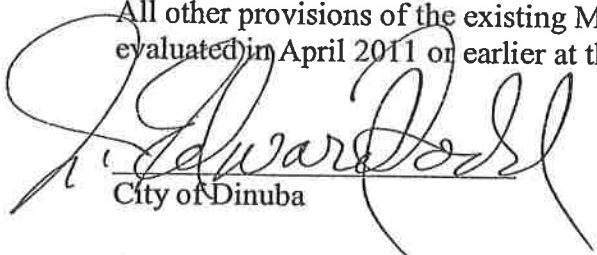
City of Dinuba

**AMENDMENT TO**  
**MEMORANDUM OF UNDERSTANDING**  
**CITY OF DINUBA AND THE DINUBA EMPLOYEES' ASSOCIATION**

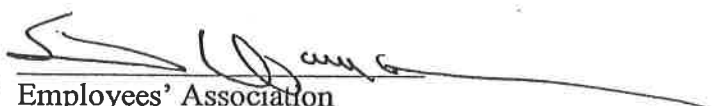
The parties have met and conferred and hereby agree to the following changes to the current Employees' Association Memorandum of Understanding (MOU):

- A. For FY 2010-2011, all employees in the Employees' Association shall serve a mandatory furlough of eight (8) hours per month effective July 1, 2010 through June 30, 2011.
- B. For FY 2010-2011, defer the agreed upon Cost of Living Increase (COLA), Retention Plan, and Wellfitness Plan of the MOU until FY 2011-2012. No increase in employee-paid portion to medical/dental/vision insurance.
- C. Effective July 1, 2010, implement Emergency Standby Compensation for Wastewater Treatment Plant Personnel (Attachment A).
- D. Extend all remaining contract provisions an additional fiscal year. The new expiration date of the MOU shall be June 30, 2013.

All other provisions of the existing MOU to remain in effect. This agreement will be re-evaluated in April 2011 or earlier at the request of the parties.

  
\_\_\_\_\_  
City of Dinuba

7-1-10  
Date

  
\_\_\_\_\_  
Employees' Association

7-1-10  
Date





City Manager's Office  
559/591-5904

Development Services  
559/591-5906

Parks & Community Services  
559/591-5940

City Attorney  
559/437-1770

Public Works Services  
559/591-5924

Fire/Ambulance Services  
559/591-5931

Administrative Services  
559/591-5900

Engineering Services  
559/591-5924

Police Services  
559/591-5914

June 19, 2013

TO: Dinuba City Employees' Association  
FROM: City Meet & Confer Team  
SUBJECT: MEET & CONFER AGREEMENT

\* \* \* \* \*

The below parties have read this Agreement and concur with the language stated herein, thereby amending the existing MOU to reflect said language.

I. Term of Contract

This contract will be in effect July 1, 2013 through June 30, 2016.

II. Cost of Living Adjustment:

- Effective July 1, 2013, 4% COLA
- Effective July 1, 2014, 4% COLA
- Effective July 1, 2015, 4% COLA

Should the City be faced with a major crisis that would have a severe financial effect on four-year budget projections, the City would retain the right to reopen salary negotiations with the association.

III. CalPERS contribution:

- Current (not new to the CalPERS system on or after 1/1/13) employees shall contribute towards PERS contributions in the amount of 2% annual salary, increasing cumulatively by 2% each year, not to exceed a total of 6% for the term of this contract.
  - Effective July 1, 2013, 2% PERS Contribution
  - Effective July 1, 2014, 2% PERS Contribution, Cumulative 4%
  - Effective July 1, 2015, 2% PERS Contribution, Cumulative 6%
- As of 7/1/13, the City will discontinue paying the full portion of the Employer Paid Member Contribution ("EPMC").

#### IV. Retiree Health Insurance

The City to discontinue city-paid contributions toward Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/13. Employees hired on or after 7/1/13, upon retirement, may continue insurance benefits subject to the provisions in the Employees' Association Memorandum of Understanding, Forfeiture of Sick Leave (a).

#### V. Vacation Buy Back

On a fiscal year, July through June, employees may cash out vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 120 hours;
- b) Cash-out shall be at a ratio of one week vacation (five consecutive working days) per one week vacation cash-out, up to maximum of two weeks per year;
- c) Requests for vacation cash-out shall be approved by the Department Director no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out checks shall be made in writing by the Department Director and forwarded to the Finance Manager no later than two weeks before the start of the approved vacation leave.

#### VI. Clothing/Uniform Provision

For employees that work primarily out-of-doors, the City shall provide a jacket bi-annually, and shall reimburse for one pair of shoes annually up to but not exceeding \$150.00."

#### VII. Wastewater Stand-by Compensation

Wastewater Plant employees on standby shall be compensated for standby duty at the following rates:

3:30 p.m. Friday to Midnight Saturday:	\$75.00
Midnight Saturday to 7:00 a.m. Monday:	\$75.00
Holidays:	\$75.00
No Stand-by Compensation for weekdays	

#### VIII. Corrections to current MOU

- Change all "department heads " to "department directors"

- Long-term disability (pg. 2)

Change to “The City shall provide employees with long-term disability at least equivalent to the current policy of up to 60% of employee’s monthly earnings with a 180 day waiting period.”

Add:

SHORT-TERM DISABILITY: The City shall provide employees with short-term disability at least equivalent to the current policy of up to 60% of employee’s weekly earnings with a 60 day waiting period.

- Retirement (pg. 3)

Remove last sentence “The City agrees to order a cost analysis for a 2.5% @ 55 California Public Employees Retirement Systems (PERS) prior to commencing the next Meet and Confer process.”

Remove “The City shall pay employee’s share of PERS contribution up to 7% of base pay.”

Change first paragraph to “Employees shall be provided retirement benefits under the California Public Employees Retirement Systems (PERS). The retirement formula is 2% @ 55 for miscellaneous employees for existing PERS members as of December 31, 2012. Under Public Employees’ Pension Reform Act (PEPRA), for “new members” on or after January 1, 2013, the retirement formula will be 2% @ 62.

- Maternity Leave (pg. 9)

Remove “State” and add “s” to law

- Depletion of sick leave (pg. 4)

Remove “In accordance with the Family and Medical Leave Act, upon depletion of accumulated sick leave and other leaves, an employee may be placed on medical leave of absence without pay for a period not to exceed the time allowed under the FMLA.”

Change “Family Leave Policy #95-05” to “Leaves of absence without pay”

- Well Fitness Incentive (pg. 13)

Remove “The City will provide well-fitness testing for each employee during the month November. Employees meeting or passing the established testing standards shall receive \$50 each for the cholesterol, blood pressure and non-use of tobacco categories and \$75 each for the cardiovascular endurance and

body fat composition categories, not to exceed \$300 for the entire testing process.

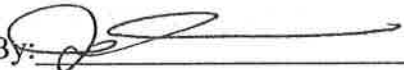
Add "Employee who successfully complete the Safety Cash Value Reimbursement Program will receive a maximum of \$350 for full-time employees and \$200 for part-time employees to be payable in December. This program is designed to promote employees' overall health and well-being by completing an annual physical, dental exam, vision exam, certifying the non-use of a tobacco substance, attending designated city trainings and by receiving a city provided flu shot. Refer to the Safety Cash Value Reimbursement Policy."

IX. Other Conditions:

All other conditions of the existing MOU shall remain in full force and effect.

This Agreement has been ratified by the Dinuba Employees' Association and the City representatives will be recommending approval of this Agreement to the City Council.

CITY OF DINUBA

By: 

By: Boh Nunes

By: 

By: 

ASSOCIATION REPRESENTATIVE

By: 

By: My. W. W.

By: Adam Flores

By: 