

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

INDEX

Agreement	1
Educational Assistance	11
Holidays	8
Insurance	2
Leaves with pay	9
Leaves without pay	10
Miscellaneous	14
Overtime	12
Retirement	3
Salary	13
Sick Leave	4-5
Vacation Leave	6-7

This Memorandum of Understanding, hereinafter referred to as the "Understanding" is made and entered into at Dinuba, California, this 1st day of July, 2014, by and between the City of Dinuba, hereinafter referred to as the "City" and the Dinuba Firefighters' 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, 2014, through June 30, 2018 (four 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 Fire Department 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.

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).

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

DENTAL AND 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.

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 insurance at least equivalent to coverage of the current policy of up to 60% of employee's monthly earnings with a 180 calendar-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/MEDCIARE SUPPLEMENT: Health and Dental insurance is available to employees upon retirement. Effective January 1, 2005, employees retiring from the City of Dinuba 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 will discontinue the Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/14.

HEALTH INSURANCE COMMITTEE AND FUND: The Health Insurance Committee will reconvene and meet on a quarterly basis. The committee will be provided financial reports regarding the health insurance fund. The health insurance fund will also become a separate fund distinct from the current fund 051.

RETIREMENT

Employees shall be provided retirement benefits under the California Public Employees Retirement System (PERS). The retirement formula is 2% @ 50 for safety 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 is 2.7% @ 57.

Current (not new to the CalPERS system on or after 1/1/13) employees shall contribute towards PERS contributions in the amount of 2.5% salary, increasing cumulatively by 2.5% each year, not to exceed a total of 12%, as follows:

- FY 2014/15 2.5%
- FY 2015/16 2.5%
- FY 2016/17 2.5%
- FY 2017/18 2.5%

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

The City will amend the contract with PERS, effective July 1, 2001, to include One-Year Final Compensation for purposes of retirement benefit calculations.

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.

The City of Dinuba will implement the 2% @ 50 California Public Employees Retirement System (PERS) effective January 1, 2012. The City of Dinuba will pay all increase cost for this 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 such as actual personal illness or disability, medical or dental appointment, or in case of emergency illness or death in the immediate family or domestic partner.

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 monthly from the first day of employment by all Fire shift employees who are on a pay status. Sick leave shall accrue at the rate of 5.54 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 (5.54 hours per pay period), on 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 (see below). 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 or more receive 48 hours

Sick leave accrual balances of 1,000 hours or more receive 96 hours

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 Council. If further leave is granted, the employee must notify the City of his/her intent to return to work every 30 calendar 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 28 24-hour shifts (based on a 56-hour work week) of accumulated sick leave; or to cash in total sick leave accumulation at employee's rate of pay at retirement (based on a 56-hour work week) 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. Trust funds accrue and are credited with interest at the Local Agency Investment Fund ("LAIF") rate.

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 exhaustion date of sick leave.
- c) An employee who separates from City service with a minimum of five years of continuous service shall be entitled to 50% of up to 672 hours of accumulated sick leave with a maximum of 14 24-hour shifts at employee's current rate of pay based upon a 56-hour work week.

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 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 confirming the illness and providing 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 three (3) 24-hour shifts. 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) care of an ill or injured member of immediate family or domestic partner;
- c) death of a member of immediate family, domestic partner, or close relative; up to two (2) working shifts may be taken for any one death in order to provide employee with up to five consecutive days off.

VACATION LEAVE

VACATION ACCRUAL: Each full-time regular and probationary employee working on a 56-hour work week shall accrue and have vested vacation leave with pay as follows:

1-5 years service	4.84 hours biweekly	10.5 hours/month
6-10 years service	7.38 hours biweekly	16.0 hours/month
11-15 years service	8.07 hours biweekly	17.5 hours/month
16-20 years service	10.15 hours biweekly	22.0 hours/month
21+ years service	12.32 hours biweekly	26.7 hours/month

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

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 Director 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.

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 224 hours beyond January 1 of any calendar 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 basis, July through June, employees may cash out actual vacation leave time provided the following conditions are met:

- a) Accumulated vacation time shall be in excess of 144 hours;
- b) Cash-out shall be at a ratio of 48 hours vacation per 48 hours vacation cash-out, up to a maximum of 144 hours per year;
- c) Requests for vacation cash-out shall be approved by the City Manager no later than two weeks before the start of the vacation leave;
- d) Requests for vacation cash-out shall be made in writing by the Fire Chief and forwarded to the Finance Director 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 based upon a 56-hour work week.

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. The City reserves the right to modify the policy as required and upon discussion with the Association. Refer to Vacation Donation Policy for Dinuba Firefighters' 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.

Full-time employees of the Fire Department working a 24-hour shift schedule shall earn 11 hours of accumulated time off for each fixed holiday. Fire Department shift personnel shall be compensated for 33 floating holiday hours on June 30 of each year based on the employee's rate of pay, 56-hour work week. Shift employees on light duty (non-4850 workers compensation) working an eight hour shift do not receive holiday comp time but rather receive the holiday off as a regular 8:00 - 5:00 employee.

Martin Luther King holiday is recognized as a fixed holiday observed by the City (3rd Monday in January); Fire Department shift personnel shall be granted the King holiday as a floating holiday.

Employees hired after July 1 shall receive credit for floating holidays on a pro-rated basis; employees leaving City employment before June 30 shall receive credit for floating holidays on a pro-rated basis, as holidays are paid in arrears.

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 14 24-hour shifts may be approved in writing by the City Manager; requested leaves of 14 24-hour shifts or more must have City Council approval.

LEAVE OF ABSENCE LESS THAN 14 24-HOUR SHIFTS: When a leave of absence is less than 14 24-hour shifts, there is no adjustment to employee's benefits, seniority or anniversary date.

LEAVE OF ABSENCE 14 24-HOUR SHIFTS OR MORE: An employee on a leave of absence of 14 24-hour shifts or more:

- 1) ceases to accrue sick leave and vacation time after the 14th shift;
- 2) loses all insurance benefits beginning on the first day after the 14th shift. 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 the 14th shift spent on leave;
- 4) shall have his/her anniversary date set back by the number of days spent on leave from the 14th shift;
- 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 Act.

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 the 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 three (3) shifts 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.

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

The City agrees to pay for employees' tuition, books, and fees (up to \$500/fiscal year) relative to courses that are job-related or are of benefit to the City. Employee must show proof of completion of the course(s) with a satisfactory grade before reimbursement will be granted.

Employees may apply for job-related vocational training costs through their Department Head on forms provided by Human Resource Services; reimbursement for vocational training is to be handled through the normal budget process.

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

With approval by the Fire Chief, educational assistance money may be used for seminars and conferences that are a direct benefit to the department and employee.

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 COMPENSATION: Compensation for Fire Department shift personnel shall be paid at a rate of time and one-half for hours worked based on a 56-hour work week. Employees may determine whether to receive overtime pay or compensatory time off at the time it is earned. Compensatory time is earned at the rate of time and one-half for hours worked. Call-outs are for a two (2) hour minimum at one and one-half (1½) rate base on a 56-hour week.

VACATION/COMPENSATORY TIME: Employees shall take vacation and compensatory time off in equal amount, if there is time available in both accounts.

FIRST RIGHT OF REFUSAL: Association members shall have the First Right of Refusal for overtime/shift coverage opportunities in instances of unscheduled absence. The City shall retain the right to manage staffing needs as it deems appropriate in terms of scheduled absences such as trainings, vacations, etc.

ACCUMULATION OF COMPENSATORY TIME: Employees may accumulate compensatory time off to a maximum of 240 hours.

COMPENSATORY TIME REASONABLE NOTICE: Employees shall provide at least five (5) working days notice to the supervisor when requesting to use compensatory time off (CTO). The supervisor has the discretion to waive the 5-day notice. The employee agrees to consult with the supervisor to ensure staffing needs will be met.

CONDITIONS OF LOCAL PERIL OR DISASTER: In case of disasters, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

AMBULANCE DUTY: Full-time personnel working ambulance on days off will be paid at time and one-half their regular salary to the nearest quarter hour (based on 56-hours). Minimum per call rate of two (2) hours.

SALARY

SALARY ADJUSTMENT:

Effective July 1, 2014, 3.5% COLA
Effective July 1, 2015, 3.5% COLA
Effective July 1, 2016, 3.5% COLA
Effective July 1, 2017, 3.5% 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.

SALARY COMPARISON: For salary comparison purposes, the classification of Engineer/EMT II will be compared to the classification of Engineer/Paramedic when the City conducts its survey of other cities. The Association agrees that said comparison is based on the duties performed and includes EMT II duties. Should Tulare County begin certifying Paramedics, then the Association will not be entitled to any further compensation for attaining Paramedic certification.

In November of the final year of this MOU, the City will begin to prepare its annual review of its salary compensation plan. Two representatives from the Firefighters' Association will be involved in the process. The City will review the base salary, total benefits and total benefit cost for a position in the Association. The two representatives from the Association will prepare the calculations on two benefit items in the analysis under the guidance of the Human Resources staff. The Human Resources staff will review methods and conclusions from the analysis with the two representatives.

EDUCATIONAL INCENTIVE PAY: Employees hired as of June 30, 2006 in this association will have one year (June 30, 2007) to obtain a college degree. To receive compensation for this degree that employee will be moved up two ranges in the salary compensation plan.

FIRE OFFICER CERTIFICATE INCENTIVE PAY: Effective July 1, 2006, Fire Officer Certificate Pay will be \$62.50 per month. The Fire Department will certify to Human Resources on a Personnel Action Notice form those employees that are eligible for this incentive pay. The effective date of the incentive pay shall be the date the department receives and approves documentation of said certification.

OUT-OF-CLASSIFICATION PAY: Employees working out-of-classification after completion of twelve (12) training shifts shall receive additional compensation of 5% of the hourly rate of the "A" step on the salary range for the position assigned to for the shift (based on 56-hour work week). The Fire Chief shall notify the payroll unit by noting on the time sheet when the employee is eligible to receive the added compensation for working out-of-classification. Eligibility is subject to the Fire Chief's approval.

PRECEPTOR PAY: Employees designated as "Preceptor Trainers" will receive additional compensation of 3% of their base hourly rate for the time spent performing Preceptor duties. The Fire Chief shall have approval over who is designated as a Preceptor Trainer and who is assigned to whom for training.

MISCELLANEOUS

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

CONDITION OF EMPLOYMENT (NON-USE OF TOBACCO): Employees represented by the Dinuba Firefighters' Association who are employed from an eligibility list dated from January 1, 1991, shall be non-users of tobacco. All job bulletins shall specify that only non-users of tobacco need apply. New employees hired under this non-use of tobacco provision shall be required to sign a statement affirming that, as a condition of continued employment, he/she will refrain from using tobacco. An employee may be dismissed for good cause if he/she begins using tobacco.

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 and utilized (including Acting-in-Capacity) by the City, State or County 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.

RESPONSE TIME: Effective July 1, 2004, Public Safety employees shall reside within a forty (40) mile radius of the city limits.

UNIFORM ALLOWANCE: Each employee entering the City service in the Fire Department shall be outfitted with appropriate uniforms at City expense. Annually thereafter employees shall be paid \$700/fiscal year Uniform Allowance. The Allowance shall be paid twice a year; in July and January based on a fiscal year.

The Allowance is paid in advance; employees leaving employment before the end of the six-month advancement pay period shall be paid on a pro-rated basis. The reimbursement may be deducted from employee's last paycheck or by other authorized payment plan.

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'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 24, 2014

TO: Dinuba Firefighters' 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, 2014 through June 30, 2018.

II. Cost of Living Adjustment:

- Effective July 1, 2014, 3.5% COLA
- Effective July 1, 2015, 3.5% COLA
- Effective July 1, 2016, 3.5% COLA
- Effective July 1, 2017, 3.5% 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 2.5% salary, increasing cumulatively by 2.5% each year, not to exceed a total of 12%, as follows:

FY14/15 2.5%
FY15/16 2.5%
FY16/17 2.5%
FY17/18 2.5%

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

IV. Retiree Health Insurance

The City will discontinue the Retiree Health Insurance and the Medicare Supplement for full-time employees hired on or after 7/1/14.

V. Ambulance Service

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

VI. License/Certifications Pay

Licenses and certificates required and utilized (including Acting-in-Capacity) by the City, State or County shall be paid for by the City.

VII. Educational Assistance

The City agrees to pay for employees' tuition, books and fees (up to \$500/fiscal year) relative to courses that are job-related or are of benefit to the City.

VIII. Uniform Allowance

Each employee entering the City service in the Fire Department shall be outfitted with appropriate uniforms at City expense. Annually thereafter employees shall be paid \$700/fiscal year Uniform Allowance.

V. Vacation Buy Back

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

- a. Accumulated vacation time shall be in excess of 144 hours;
- b. Cash-out shall be at a ratio of 48 hours vacation per 48 hours vacation cash-out, up to a maximum of 144 hours per year;
- c. Requests for vacation cash-out shall be approved by the City Manager no later than two weeks before the start of the vacation leave;

- d. Requests for vacation cash-out shall be made in writing by the Fire Chief and forwarded to the Finance Director no later than two weeks before the start of the approved vacation leave.

IX. Vacation Donation Policy
Same as Employees' Association

X. CLEAN-UP LANGUAGE

- Amend Dinuba Municipal Code §2.36.810, Appeal & Grievance, §2.36.830 Evidentiary Hearing
- Out-Of-Classification Pay: "...on the salary range for the position assigned to for the shift.
- Change all "department heads " to "department directors"
- CORRECTION TO Long-term disability (pg. 2) CHANGE 70% TO 60%:
"...to 60% of employee's monthly earnings with a 180 day waiting period."

INCLUDE THIS PORTION WHICH WAS ALREADY A PART OF THE POLICY:

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 "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% @ 50 for safety 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 is 2.7% @ 57.

- 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."


- Remove Retention Salary Plan Language.

XI. Other Conditions:

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

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

CITY OF DINUBA

By: 
By: 
By: 
By: 

ASSOCIATION REPRESENTATIVE

By: 
By: 
By: 
By: 