

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2013-188 AND }
ADOPTING A MEMORANDUM OF }
UNDERSTANDING BETWEEN THE CITY }
OF TURLOCK AND TURLOCK }
MANAGEMENT ASSOCIATION - PUBLIC }
SAFETY (TMAPS) COVERING THE PERIOD }
JULY 1, 2014 THROUGH JUNE 30, 2017 }

RESOLUTION NO. 2014-165

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit 3); and

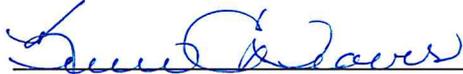
WHEREAS, the City and TMAPS have met and reached agreement on wages, benefits, hours, and other terms and conditions of employment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-188 and adopt the attached Memorandum of Understanding covering the period July 1, 2014 through June 30, 2017.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of October, 2014, by the following vote:

AYES: Councilmembers DeHart, Nascimento, Bublak, White and Mayor Lazar
NOES: None
NOT PARTICIPATING: None
ABSENT: None

ATTEST:


Kellie E. Weaver, City Clerk,
City of Turlock, County of Stanislaus,
State of California



**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY**

July 1, 2014 to June 30, 2017

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY**

PREAMBLE

The authorized representatives of the City Council of the City of Turlock, hereafter referred to as the "City", and the authorized representatives of the TURLOCK MANAGEMENT ASSOCIATION-PUBLIC SAFETY hereafter referred to as the "Association" do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding.

The terms and conditions of employment set forth in this Memorandum of Understanding have been discussed in good faith by the authorized representatives of the City and the authorized representatives of the Association. The authorized representatives of the Association agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the employees, authorized representatives of the City agree to recommend to the Turlock City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

1:00 TERMOFAGREEMENT

This Memorandum of Understanding, ("MOU"), shall commence at 12:01 a.m., on July 1, 2014 and terminate at midnight on June 30, 2017. Any time after November 1, 2016, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU.

2:00 MANAGEMENTRIGHTS

2:01 General Terms

Nothing herein shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy, which include, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted;

take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Agreement to this maintenance of benefits provision does not preclude the City from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, determine the mission or goal of a department or exercise any management right presently accorded to the City by law.

The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

2:02 Medical Examination:

1. **When Required.** The City Manager may require an employee to submit to a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

2. **Costs.** The City shall pay fees for the examination and for the service of medical specialists or technicians, if required by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

The City Manager shall provide a copy of the physician's written report to the employee.

3. **Termination.** When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

3:00 ASSOCIATION BARGAINING

3:01 Representative Time Off

1. For the purposes of this MOU, meet and confer is as defined by state law. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.
2. Two (2) TMAPS representatives shall be granted paid release time for meet and confer sessions.
3. Employees elected to Association office shall be granted time off without pay to perform their Association functions, including conventions, conferences, and seminars, at the expense of the Association.
4. The City will allow two Association representatives to attend P.E.R.S. training or meetings not to exceed eight hours per year. Travel and meal expenses will be borne by the representatives. Attendance at such meetings must be approved through the normal trip authorization process.

4:00 ASSOCIATION MEMBERSHIP

4:01 General Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all full-time, Police and Fire mid-management employees in the following classifications:

1. Police Captain,
2. Police Lieutenant,
4. Fire Division Chief,
5. Fire Marshal,

4:02 Payroll Deduction of Dues

The Employer shall deduct each month, dues and assessments in an amount certified to be current by the Treasurer of the Association from the pay of those employees who individually request, in writing, that deductions be made. The total amount of the deduction shall be remitted, each month, by the Employer to the Treasurer of the Association or financial institution selected by the Association.

5:00 WORKING CONDITIONS – CITY POLICIES

All Police and Fire Department rules and regulations have been incorporated into the Policy and Procedures Manuals of each respective department. Where Policy and Procedures conflict with this MOU, the MOU shall prevail.

6:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits which are currently enjoyed by Association members or the Employer which are not enumerated in this Memorandum of Understanding due to oversight. Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the Employer or the Association be maintained at their current status, except as they may be amended by this Agreement or by the courts.

7:00 BULLETIN BOARDS

The Employer shall provide the Association with space on bulletin boards in areas where the Association has employees it represents for the purposes of posting Association notices. The notices may include, but not be limited to:

- Recreational and social events of the Association
- Association meetings
- Association elections, appointments
- Results of Association elections

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10:00 BASIC WAGES/SALARIES/OTHER PAY

The City of Turlock does not participate in Social Security, although employees hired after April 1, 1986 participate in Medicare.

The current salaries shall be paid in accordance with the schedule in Attachment A.

10:01 Cost of Living

There are currently no cost of living increases scheduled.

10:02 Base Salary and Regular Rate of Pay

“Base Salary” is the hourly rate or monthly salary rate identified on the Salary Schedule which includes salary ranges for each job classification, as defined by the City of Turlock’s adopted Compensation Plan. Base Salary does not include any other forms of compensation.

Example of Base Salary: Police Lieutenant Range 34.1

Step 1	Step 2	Step 3	Step 4	Step 5
Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly
\$7684/\$44.33	\$8068/\$46.54	\$8471/\$48.87	\$8894/\$51.31	\$9339/\$53.88

All employee cashouts will be paid at “Base Salary” except for cashout of FLSA CTO which will be paid at the “Regular Rate of Pay” as these payouts are for actual hours worked.

“Regular Rate of Pay” is defined by the FLSA and includes base pay plus all incentive, certificate, and assignment pays earned during said pay period. Uniform allowances are exempt from inclusion in the regular rate of pay calculation.

10:03 Reducing Employee Concessions

City employees have been providing concessions to the City since March 16, 2009.

Sworn Police

The Employee concessions will be reduced as follows:

Effective July 1, 2014, employees will receive a 2.00% base salary increase.

Effective July 1, 2015, employees, except sworn fire employees, will receive a 1.90% base salary increase.

Effective July 1, 2016, employees, except sworn fire employees, will receive a 1.92% base salary increase.

Attachment A, Salary Schedule.

Sworn Fire – Fire Marshal and Division Chief

Range	34.1 (current)	Newly Rated Salary
Semi-monthly	\$4,763.50	\$5,077.50
Monthly	\$9,527.00	\$10,155.00

EPMC is being terminated and permanently eliminated as set forth in this MOU. As a result of the termination/elimination of EPMC, the current Fire Marshal and current Division Chief will receive a one-time wage adjustment as set forth above, effective October 1, 2014. The wage range for the positions of Fire Marshal and Division Chief will remain at 34.1. The current Fire Marshal's and current Division Chief's wages will be "Y-rated" until the City's adopted wage range for the position of Fire Marshal and the position of Division Chief equals or surpasses the current Fire Marshal's and current Division Chief's "Y-rated" wages. The start date will be October 1, 2014, per the City Council Resolution for the termination and elimination of the EPMC benefit/contribution. TMAPS Fire employees shall not receive this benefit and shall not receive EPMC.

"Y-rating" means the temporary freezing of an employee's salary when that salary has been determined to exceed the appropriate level of compensation for the level of duties performed.

10:04 Fair Labor Standards Act

All member employees are exempt from overtime pursuant to F.L.S.A.

10:05 Out of Class Pay

The City agrees that upon specific written assignment by the Service Area Director or City Manager an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

Employees assigned to perform the duties of a higher classification for a period exceeding two (2) consecutive weeks shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned. The compensation amount received by the "acting" employee shall not be less than an additional five percent (5%) over their regular salary.

An employee seeking additional training in another class may waive his/her right to work-out-of-class pay in order to pursue desired training.

10:06 Professional Certification: Medical Technician

Sworn Fire employees are entitled to receive compensation of five percent (5%) of base salary monthly, upon providing a current Emergency Medical Technician certificate.

10:07 Safety Certification

After passing a physical fitness exam in October, Sworn Fire employees are

eligible to receive a monthly stipend of \$100 beginning each October 1st, payment to begin November 5th.

10:08 Professional Development

Each July 1st, employees are eligible to receive \$600 in Professional Development funds. This amount is to be used during the fiscal year. Employees must have worked a minimum of six (6) months during the fiscal year in order to be eligible for the Professional Development Program. Employees have two (2) options for this benefit:

1. Educational
 - a. College courses
 - b. Seminars
 - c. Non-covered job related conferences/subscriptions/books
 - d. Computer hardware/software

2. CashOut

Managers may cash out this annual allowance at the end of each fiscal year. The amount of the cash out allowance will be \$100 less than the established annual allowance. This check will be payable on June 5th.

10:09 Master's Degree Pay

Employees who possess a Master's Degree from an accredited college or university will receive an additional 2.5% of their base salary per month. In order to receive Master's Degree Pay, employees must provide the Human Resources Division with a college transcript or diploma establishing possession of a Master's Degree. Master's Degree Pay becomes effective the pay period following verification that the employee possesses a Master's Degree and will be paid at the time and in the manner as all other special pays.

10:10 Bilingual Pay

Employees who are verbally proficient in Portuguese, Spanish and other languages which are determined to be of need, shall receive a monthly premium pay of 2.5% of base salary for performing translation services. Incentive pay will become effective the pay period after the employee is certified as verbally competent.

The parties agree that the designation of such positions shall not be subject to the grievance procedure. Members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Employees receiving bilingual pay must be certified as being verbally competent in the second language.

Department heads will determine organizational needs for their departments as to bilingual employees fluent in languages other than Portuguese and Spanish. The Human Resource Division shall convene a proficiency exam certifying an employee's proficiency, consistent with City policy.

10:11 Management Leave

Employees shall receive eighty (80) hours of management leave per fiscal year. Employees may select no more than two (2) of the following options, not to exceed the maximum annual benefit:

1. Credit a minimum 24 hours to available leave as noted on payroll check stub in the "Management Leave" field. The time must be used by June 30th of the fiscal year
2. Cash out up to forty (40) hours payable on August 5th. Requests for cash out shall be received by Payroll no later than July 15th.
3. Placement in deferred compensation 401 account. To elect this option a minimum of twenty-four (24) hours must be posted to "Management Leave" field as noted on payroll check stub. All hours above the twenty-four (24) hours may be converted to your 401 account.
4. Placement in retiree health account. To elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave as noted on payroll check stub. All hours above the twenty-four (24) hours may be converted to your retiree health account. The value of the selected hours of credit toward a retiree health option will be accrued in an individual account for the purpose of paying for health insurance at retirement. Monies accrued to the individual account under this benefit may be used to purchase City insurance upon retirement or an alternate insurance subject to participation rules. Retirees have the option of cashing out any or all of their balance in this account at any time after retirement. Such cash outs would be subject to applicable IRS codes for tax purposes.

10:12 Assigned Vehicles

Fire Division Chiefs and Police Captains shall be assigned a City vehicle due to the nature of their jobs. The fire and police service area directors may assign a

city vehicle to other member employees as deemed necessary.

11:00 RETIREMENT

11:01 Retirement Program

Sworn "Classic" Fire and Police Management

Sworn "Classic" employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula. Sworn police and Sworn Fire management will pay the employee's 9% PERS contribution. Final compensation, for retirement purposes, will be calculated on the single highest year of PERS reportable wages as determined by CalPERS. Conversion of sick leave towards PERS service credit will be allowed in lieu of sick leave cash-out provisions. The total 9% PERS contribution shall be deducted as a pretax employee pension expense. Sworn employees are covered by the level four (4) PERS Survivor Benefit.

New Employees - Sworn and Non-Sworn

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) 2% @ 62 defined benefit formula for non-safety members. All new employees, as defined by AB 340, who are safety members will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340. Fire Safety Members and Fire Management Sworn "New" employees covered by this agreement will follow the requirements of the 2013 Public Employees Pension Reform Act.

The Employer Paid Member Contributions (EPMC) benefit for all Fire Safety Members will be terminated and eliminated on October 1, 2014. The City of Turlock will not provide EPMC to classic employees and new employees, as defined by AB 340, hired on or after January 1, 2013. Resolution No. 2007-298 shall be repealed and the attached resolution shall be adopted and effective October 1, 2014.

11:02 Retiree Health Benefits

Retiree Health consists of health, dental and vision insurance coverage.

The City offers retirees the same health, dental and vision coverage available to

current employees. Premium payments will be the responsibility of the retired employee. Election to continue City sponsored medical/dental/vision coverage must be determined within thirty (30) days of the date of retirement. Premiums will be based on actuarial surveys.

Premiums may be adjusted at the beginning of each plan year.

11:03 Retiree Health: Funding

The City contributes two and one-half percent (2½%) of base salary of members of the bargaining units to the retiree health fund.

On July 1, 2011, the City and Association agreed that the City would terminate contributions to the Retiree Health Fund. The City and Association further agreed that the contribution of two and one-half percent (2½%) that the City previously contributed to the retiree health fund would, instead, be made to each employee's individual Retiree Health Savings (RHS) Vantage Care Plan. The total contribution by City to the employee's Retiree Health Savings (RHS) Vantage Care Plan will be three percent (3%).

11:04 Retiree Health: Eligibility

Retirees must elect to continue with the City's plan within thirty (30) days of retirement and a minimum of ten (10) years of service as a management employee with the City of Turlock. Thereafter, retirees are ineligible to participate in the City's plan.

Benefits under this program are not transferable.

Retirees must be fifty (50) years of age to participate in the program.

Retirees are eligible to continue with this program until they: 1) reach age sixty-five (65); 2) become eligible for Medicare; or 3) become eligible to participate in a group plan in the role of an employee, whichever comes first.

Retirees will receive a fifteen (15) day notification of rate changes.

11:05 Conversion of Sick Leave Towards Retiree Health Premiums

At retirement employees will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of 50% after their PERS Service Credit conversion.

11:06 Deferred Compensation

A one-time choice to participate in the City's 401 Deferred Compensation

program must be made at date of hire or date of promotion into the Association. The City agrees to match the employee's contribution to the City's 401 Deferred Compensation program as follows:

Employer contribution: Two and one-half percent (2 ½%) of base salary for each pay period, provided that the employee contributes their required percentage.

Employee contribution: Six percent (6%) of base salary for each pay period.

A change in employee contributions not to exceed one percent (1%) requires a two-thirds (2/3) affirmative vote of all TMAPS members participating in the program. Increases greater than one percent (1%) require a unanimous affirmative vote of all TMAPS members participating in the program.

12:00 RETIREE HEALTH SAVINGS (RHS) VANTAGE CARE PLAN

The City will make an employer contribution of one half (1/2%) of employee's base salary to each employee's Retiree Health Savings (RHS) Vantage Care Plan. On July 1, 2011, the City and Association agreed that the City would terminate contributions to the Retiree Health Fund. The City and Association further agreed that the contribution of two and one-half percent (2½%) that the City previously contributed to the retiree health fund would, instead, be made to each employee's Retiree Health Savings (RHS) Vantage Care Plan. The total contribution by City to the employee's Retiree Health Savings (RHS) Vantage Care Plan will be three percent (3%).

Every June 30th, after vacation sell-back, employees who have a vacation balance of one hundred (100) hours or greater, will convert ten (10) hours of vacation time at base salary rate to their Retiree Health Savings (RHS) Vantage Care Plan. This amount will be converted during the July 20th payroll.

At retirement, employees who have three hundred and fifty (350) or more hours of vacation will convert one hundred percent (100%) of accrued vacation hours to their Retirement Health Savings (RHS) Vantage Care Plan.

At Retirement employees will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit conversion.

13:00 MEDICAL PLAN: Health Benefits

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan,

which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement.

The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:

- a. The plan imposes exorbitant costs upon the City;
- b. The health care carrier refuses to provide services to the City;
- c. The health care provider no longer offers the services; or
- d. The health plan is discontinued.

If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.

The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.
- Election to receive in-lieu contribution can only occur during open enrollment period each June.
- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.
- Employees who wish to re-enroll in the City's health plan may do so under the following conditions:
 - a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or
 - b. during regular open enrollment period.

13:01 Collaborative Health Care Bargaining

TMAPS and the City agree that after TMAPS has ratified this contract, TMAPS

will enter into collaborative health bargaining negotiation. The goal is to design a less expensive health plan by February 20, 2015 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.

14:00 LIFEINSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 ½) times the annual salary, plus \$5,000, not to exceed \$500,000.

15:00 DONATIONOFACCRUEDTIME

The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments.

Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.

16:00 LONGTERMDISABILITY

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day on the month after completing thirty (30) days of continuous employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty-six and two-thirds percent (66 %) of monthly salary, not to exceed \$10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly base salary. (The City of Turlock does not participate in State Disability Insurance.)

17:00 UNIFORMALLOWANCE

17:01 Fire Employees

Fire employees that are required to maintain a uniform receive an annual uniform allowance in the amount of \$1,100 and incremental increases provided to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1st through June 30th and each July, for the following six (6) months, July 1st through December 31st.

17:02 Police Employees

Police employees that are required to maintain a uniform receive an annual uniform allowance in the amount of \$1,190 and incremental increases provided to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1st through June 30th and each July, for the following six (6) months, July 1st through December 31st.

18:00 DISABILITY RETIREMENT

Nothing in this section shall prevent the City, upon receipt of proper medical certification, from placing an employee on work-related or other disability retirement and paying such employee all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

19:00 INTENTIONALLY LEFT BLANK

20:00 COMPUTER LOAN PROGRAM

The City agrees to offer regular employees the opportunity for a no-interest loan up to \$2,500 for the purchase of a personal computer. The purchase may also include computer accessories such as monitors and printers. A two (2) year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five (5) years from the beginning of the initial loan.

21:00 INTENTIONALLY LEFT BLANK

22:00 JURY DUTY

The City shall pay employees called to jury duty until the court dismisses such employees. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her workday. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee shall be deposited with the City.

23:00 INTENTIONALLY LEFT BLANK

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25:00 VACATION

Vacation accrual shall be based on total years of paid service with the City, as follows:

<u>YearsCompleted</u>	<u>HoursPerMonth</u>
0	6.67
2	10
5	10.67
6	11.33
7	12
8	12.67
10	13.33
15	14
20	14.67

Employees in this category reaching their twentieth (20th) anniversary working for the City of Turlock and subsequent five (5) year anniversary increments thereafter, will receive forty (40) additional hours credited to their vacation on that special anniversary.

25:01 Method of Accrual: Sworn Police

The vacation accrual for Sworn Police employees shall be based on total years of paid service with the City, as follows:

	Hours Per Month
1 – 4 th anniversary of continuous employment	8
5 – 14 th anniversary of continuous employment	11.33
Over 14 years of continuous employment	14.67

25:02 Maximum Vacation Accumulation

Maximum accumulation will be four hundred (400) hours.

The maximum accumulation was allowed to be exceeded during the previous MOU; however, by December 31, 2012 all employees must be at or below the maximum accumulation of four hundred (400) hours.

25:03 Required Annual Vacation

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year.

25:04 Sell Back

On June 20th of each year, an employee has the option to return up to forty (40) hours of accumulated vacation time to the City for its then current value, based on the employee's base monthly salary, provided said employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

After vacation sell back, if the employee's vacation balance is one hundred (100) hours or greater, it is mandatory that the employee will convert ten (10) hours of vacation time to the Retiree Health Savings (RHS) Vantage Care Plan. This amount will be converted during the July 20th payroll.

26:00 SICKLEAVE

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be considered as a benefit, which an employee may use for actual sickness or disability.

26:01 Unused Sick Leave

On November 1st of each year, each employee having at least four (4) years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his/her unused accrued sick leave from the previous twelve (12) month period. The remaining fifty percent (50%) of unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four (4) years, retires or dies while in City service, the employee or the employee's beneficiary shall be paid for twenty-five percent (25%) of the employee's total accumulated unused sick leave. Employees retiring will convert all accrued sick leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit Conversion. Employees terminated for cause shall not be eligible for any sick leave payments.

26:02 Family Illness

Employees may use a maximum of forty-eight (48) hours of sick leave per calendar year to care for members of the employee's immediate family.

Employees may use a maximum of sixty-four (64) hours of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit.

Immediate family is defined as: spouse, father/mother, son/daughter, mother in-law/father in-law, step relations and adopted children.

27:00 HOLIDAYS

Employees shall have the following City-paid holidays:

1. Veteran's Day (November 11)
2. Thanksgiving Day (Fourth Thursday in November)
3. Day after Thanksgiving
4. Christmas Day (December 25)
5. Day before or after Christmas or New Year's Day – Employees may schedule this holiday as arranged with their supervisor to insure balanced staffing levels.
6. New Year's Day (January 1)
7. Martin Luther King Day (Third Monday in January)
8. President's Day
9. Memorial Day (Last Monday in May)
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays – On July 1 of each year, sixteen (16) hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.

City offices will remain open on Columbus Day. Employees must use vacation or compensatory time if they would like to observe this holiday.

In recognition public safety employees varied work schedules, holidays that fall on an employee's regularly scheduled day off or on a day the employee is unable to take off due to position requirements, the final work day of the preceding work week or first work day of the following work week may be observed as the holiday.

In cases of any day of mourning or holiday declared by the Governor or President, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. The specified amount of time will cause the closing of City offices or an equal amount of hours will be added to vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."

In exchange for employee concessions during the term of this agreement, employees will receive 56 hours of in lieu time off in 2014, 40 hours of in lieu time off in 2015, and 24 hours of in lieu time off in 2016. All employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the City, as determined by the Department Director, the in lieu time must be taken as follows:

56 hrs/2014: December 22, 23, 24, 29, 30, 31, 2014 January 2, 2015
40 hrs/2015: December 23, 28, 29, 30, 31, 2015
24 hrs/2016: December 27, 28, 29, 2016

The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 26, 2014, December 24, 2015, and December 30, 2016. The City will close for regular business on December 22, 2014 and will resume regular operations on January 5, 2015. The City will close for regular business on December 23, 2015 and will resume regular business on January 4, 2016. The City will close for regular business on December 26, 2016 and will resume regular business on January 3, 2017.

For all employees who cannot be excused for a short period of time because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the in lieu time will be credited as follows:

2014 – 56 hours on December 31st to be taken prior to December 31, 2015
2015 – 40 hours on December 31st to be taken prior to December 31, 2016
2016 – 24 hours on December 31st to be taken prior to December 31, 2017

Time off in lieu is "use or lose" with no cash value.

28:00 MISCELLANEOUS LEAVES OF ABSENCE

28:01 Absence Without Leave

Failure on the part of an employee who is absent without leave and fails to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under

the, Personnel Ordinance, Personnel Rules and this Memorandum of Understanding, except as provided below. 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. The employee shall be responsible for providing the City Manager with a current address.

28:02 Reinstatement After Discharge

Any employee discharged by reason of failing to return to work, with or without having received notice to return, may be reinstated without pay for such period of absence without leave. The employee must prove to the satisfaction of the City Manager that such absence was for legitimate reasons.

28:03 Injury Leave: Work Related Injury

Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury, in each twelve (12) month period, will not be charged to any accrued time.

28:04 Light Duty Assignments

On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department or Service Area.

Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exist:

- a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.
- b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.

- c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.
- d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.
- e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

28:05 Bereavement Leave

Employees holding regular appointments shall be granted Bereavement Leave to plan for or attend a funeral or memorial service for the first and second degree of consanguinity on the following basis:

If the services are within three hundred (300) miles of the City of Turlock:

Spouse -	not to exceed (6) six working days
Mother/Father -	not to exceed (4) four working days
Son/Daughter -	not to exceed (5) five working days
Grandmother/Grandfather -	not to exceed (4) four working days
Granddaughter/Grandson -	not to exceed (4) four working days
Sister/Brother -	not to exceed (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse -	not to exceed (8) eight working days
Mother/Father -	not to exceed (6) six working days
Son/Daughter -	not to exceed (8) eight working days
Grandmother/Grandfather -	not to exceed (6) six working days
Granddaughter/Grandson -	not to exceed (6) six working days
Sister/Brother -	not to exceed (6) six working days

28:06 Special Leave

Special leaves of absence with or without pay may be approved by the City Manager for up to six (6) months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury.

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34:00 DRUGFREEWORKPLACEPOLICY

The City has adopted a Drug Free Work Place Policy, which all employees must follow.

35:00 NONDISCRIMINATION

It is City Policy that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

36:00 INTENTIONALLYLEFTBLANK

37:00 PARITYPROVISION

Should the Employer grant any other bargaining group within the City wage and/or benefit enhancements, or seek fewer concessions from any other bargaining group during the term of this Agreement, the Union shall have the right to receive comparable enhancements or relief from the concessions contained in this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

NEGOTIATING TEAM MEMBERS – TMAPS



Ronald Reid, President

10-21-14

Date Signed

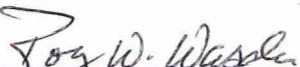


Miguel Pacheco, Secretary

10-21-14

Date Signed

CITY OF TURLOCK



Roy W. Wasden, City Manager

10/5/14

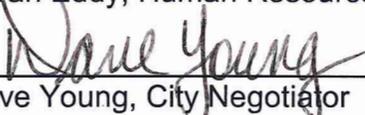
Date Signed



Sarah Eddy, Human Resources Manager

10/30/14

Date Signed



Dave Young, City Negotiator

10-27-14

Date Signed

APPROVED AS TO FORM



Phaedra Norton, City Attorney

10-30-14

Date Signed

ATTACHMENT A – SALARY SCHEDULE

9/2/2014

2.00% NET ROLLUPS 7/1/14

BARG RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
8 34.1	7838	8230	8641	9073	9527	FIRE MARSHAL FIRE DIVISION CHIEF POLICE LT
8 36.1	8641	9073	9527	10003	10503	POLICE CAPTAIN

1.90% NET ROLLUPS 7/1/15

BARG RANGE	STEP1	STEP 2	STEP 3	STEP 4	STEP 5	
8 34.1	7987	8386	8805	9246	9708	FIRE MARSHAL FIRE DIVISION CHIEF POLICE LT
8 36.1	8805	9246	9708	10193	10703	POLICE CAPTAIN

1.92% NET ROLLUPS 7/1/16

BARG RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
8 34.1	8141	8548	8975	9424	9895	FIRE MARSHAL FIRE DIVISION CHIEF POLICE LT
8 36.1	8975	9424	9895	10390	10909	POLICE CAPTAIN

ATTACHMENT B - PERS VALUATION



California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone • (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

RECEIVED
APR 12 2011
ACTUARIAL OFFICE