

**CITY OF TURLOCK
TURLOCK CITY EMPLOYEES ASSOCIATION
2024-2025 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

November 8, 2024

The City of Turlock and the Turlock City Employees Association (“TCEA”) hereby enter into a tentative agreement to conclude 2024-2025 labor negotiations as set forth herein.

1:00 TERM OF AGREEMENT

This Memorandum of Understanding (“MOU”) shall commence at 12:01 on ~~July 1, 2021~~, **July 1, 2024**, and terminate at midnight on ~~June 30, 2024~~, **June 30, 2027**. Any time after January 1, **2027**, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU.

10:01 SALARIES

Employees shall receive base salary increases effective as follows:

July 1, 2024

3.5%

July 1, 2025

3%

July 1, 2026

3%

18:00 SAFETY FOOTWEAR ALLOWANCE

Annually, between June 1 to June 30, designated employees are encouraged to purchase new safety footwear for the next fiscal year. The City shall provide designated employees reimbursement for the purchase of safety footwear up to ~~two hundred and fifty dollars (\$250)~~ **three hundred and fifty dollars (\$350)** on August 5. The reimbursement is contingent upon the following:

1. Employees whose job classification requires that they do work in the field shall be reimbursed on an annual basis.
2. Employees whose job classification requires that they work in the field a nominal amount (e.g. at least fifty percent (50%)) shall be reimbursed on a bi-annual basis (every other year).
3. Employees whose job classification requires that they work in the field a de minimis amount shall be provided reimbursement every three years.
4. The employee must be identified by classification or individually based on assignments by the City in order to be reimbursed for safety footwear.
5. The safety footwear purchased must meet standards established by the City (i.e., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement. No inspection of the footwear is required prior to submitting for reimbursement. But upon inspection, the footwear must meet the standards established by the City and OSHA guidelines.
6. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their safety boot. The City's decision regarding reimbursement is final and binding and not subject to the grievance procedure.
7. Employees may purchase as many pairs of footwear that is covered in whole or in part by ~~\$250~~**\$350** and may use any portion of the ~~\$250~~**\$350** for repair of footwear.

27:00 HOLIDAYS

The City agrees to provide 40 hours of "in-lieu" time off in ~~2021-2022, 2022-2023, and 2023-2024~~ **2024, 2025, and 2026**. "In-lieu" time will be taken as follows:

2024: December 23, 26, 27, 30, 31, 2024. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2024.

2025: December 23, 26, 29, 30, 31, 2025. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2025.

2026: December 23, 28, 29, 30, 31, 2026. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 24, 2026.

~~2021: December 22, 27, 28, 29, 30, 2021. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2021.~~

~~2022: December 22, 27, 28, 29, 30, 2022. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2022.~~

~~2023: December 21, 26, 27, 28, 29, 2023. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 22, 2023.~~

Employees who cannot be excused for a short period of time for public safety or City operational reasons, as determined by the Department Director, will have “in-lieu” time ~~credited on December 31, 2021, to be taken prior to December 31, 2022 (for fiscal year 2021-2022); December 31, 2022, to be taken prior to December 31, 2023 (for fiscal year 2022-2023); December 31, 2023, to be taken prior to December 31, 2024 (for fiscal year 2023-2024);~~ Time off in lieu is “use or loose” with no cash value. credited on December 31, 2024, to be taken prior to December 31, 2024 (for fiscal year 2024-2025); December 31, 2025, to be taken prior to December 31, 2025 (for fiscal year 2025-2026); December 31, 2026, to be taken prior to December 31, 2026 (for fiscal year 2026-2027);. Time off in lieu is “use or loose” with no cash value.

Employees covered under this Agreement shall have the following City-paid holidays for the period of this Agreement.

Holidays

1. Veteran’s Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year’s Day (January 1)
6. Martin Luther King Day (Third Monday in January)
7. President’s Day
8. Memorial Day (Last Monday in May)
9. Juneteenth (June 19)
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays 0 On July 1 of each year, will be added to the vacation allowance of each employee. The twenty-four (24) hours includes eight (8) hours for Columbus Day. In the event that an employee leaves City service prior to the end of the fiscal year, a pro-rata deduction will be made from any final compensation due the employee.
13. Day before or after Christmas or New Year’s Day – Employees may schedule this holiday with their supervisor to insure balanced staffing levels.
14. In the even the holiday falls on a Saturday, the proceeding Friday shall be the holiday instead.
15. In the event the holiday falls on a Sunday, the following Monday shall be the holiday instead.
16. Any day of mourning or holiday declared by the Governor or President. In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. Time allotted under this provision will either cause the closing of City offices or will cause an equal amount of hours will be added to the

employee's 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 the "day of mourning" or "holiday declared by the Governor or President."

17. Shift Personnel at Municipal Services – For employees subject to shift rotation, ~~9.33~~ 10 hours of annual holiday leave shall be credited to each employee's holiday time each month in place of scheduled holidays. New employees shall accrue holiday in lieu time from their first full month of employment. Employees covered under this provision may not use holiday time until it is earned. Management shall not unreasonably deny the use of in-lieu holiday time.
- a) Cash-out – In-lieu Time: Employees may cash out at straight base wage up to nineteen (19) hours of in lieu time each June for payment on the July 20th payroll.
 - b) Employees must use in lieu holiday hours during the course of the fiscal year. Seven (7) holidays (56 hours) must be used by the end of January.
 - c) Employees will provide a written request for holiday time at least two (2) weeks in advance and the City will respond in writing within five (5) calendar days after the request is submitted.
Holiday time must be used prior to the end of the fiscal year, or they will be lost, except as provided in subsection d.
 - d) Employees shall be allowed to carry over into the next fiscal year a maximum of nineteen (19) hours that must be used on or before September 30th. These hours shall not count toward the usage required by subsection (b). All hours not used by September 30th shall be lost.
18. City agrees to add an additional eight (8) hours straight time to CTO accrual for Wastewater Treatment Plant Operator's working at least eight (8) hours on any of the following holidays: Christmas Day, Thanksgiving Day and Independence Day.

28:07 BEREAVEMENT LEAVE

Following the death of a relative defined by this section, paid bereavement leave will be granted upon request of an eligible employee. Bereavement leave shall be coincident to the arrangement of or attendance at a funeral or memorial service for the deceased.

Employees ~~holding regular (non-probationary) appointments~~ in all departments shall be granted Bereavement Leave to arrange for or attend a funeral or memorial service for the first and second degree of consanguinity (including in-laws and step relations) based upon the location of the funeral or memorial services and the relationship of the deceased to the employee:

If the service is within three hundred (300) miles of the City of Turlock:

Spouse

Up to (6) six working days

Mother/Father	up to (4) four working days
Son/Daughter	up to (6) six working days
Grandmother/Grandfather	up to (4) four working days
Granddaughter/Grandson	up to (4) four working days
Sister/Brother	up to (4) four working days

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

Spouse	Up to (8) eight working days
Mother/Father	up to (6) six working days
Son/Daughter	up to (8) eight working days
Grandmother/Grandfather	up to (6) six working days
Granddaughter/Grandson	up to (6) six working days
Sister/Brother	up to (6) six working days

Working day for the purpose of Bereavement eligibility means eight (8) working hours.

Bereavement leave is not required to be taken on consecutive days.

ON BEHALF OF THE CITY

**ON BEHALF OF TURLOCK CITY EMPLOYEES
ASSN**

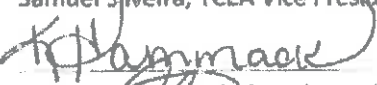
 11/21/24
Andrew M. Aller, City Negotiator

 11/18/24
Mehran Tahoori, TCEA Negotiator

 11/21/2024
Jessie Dhami, Team Member


Kevin Callahan, TCEA President

 11-18-24
Samuel Silveira, TCEA Vice President


Kimberly Hammack, Board Member

 11-19-24
Shawn Davidson, Board Member

November 8, 2024