



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

**July 1, 2022 to June 30, 2024**

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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 TERM OF AGREEMENT**

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective July 1, 2022 through June 30, 2024.

**2:00 MANAGEMENT RIGHTS**

**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**

Employees shall receive a base salary increase as follows:

July 1, 2022: 4%

July 1, 2023: 4%



**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 36.1

Step 1 Salary/Hrly	Step 2 Salary/Hrly	Step 3 Salary/Hrly	Step 4 Salary/Hrly	Step 5 Salary/Hrly
\$9,922/\$61.91	\$10,422/\$65.01	\$10,940/\$68.26	\$11,486/\$71.68	\$12,060/\$75.26

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 INTENTIONALLY LEFT BLANK**

**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 1<sup>st</sup>, payment to begin November 5<sup>th</sup>.

**10:08 Professional Development**

Each July 1<sup>st</sup>, 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. Cash Out

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 5<sup>th</sup>.

**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 30<sup>th</sup> of the fiscal year
2. Cash out up to forty (40) hours payable on August 5<sup>th</sup>. Requests for cash out shall be received by Payroll no later than July 15<sup>th</sup>.
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.

#### **10:13 Certificate Pay**

Police Captains and Police Lieutenants in possession of a POST Supervisory Certificate will receive two and one-half percent (2.5%) of the employee's base salary.

Police Captains and Police Lieutenants in possession of a POST Management Certificate will receive two and one-half percent (2.5%) of the employee's base salary.

Division Chiefs and Fire Marshall in possession of a Fire Officer, Company Officer, P.C. 832 (Arrest and Firearms), or equivalent certification based on the division managed will receive two and one-half percent (2.5%) of the employee's base salary.

Division Chiefs and Fire Marshall in possession of a Chief Fire Officer Certificate offered by the Office of the California State Fire Marshall, will receive two and one-half percent (2.5%) of the employee's base salary.

#### **10:14 Continuous Service Pay**

Employees who have worked for the City of Turlock continuously from their date of hire shall receive the following continuous service pay:

Beginning with the tenth (10<sup>th</sup>) year and every year thereafter, 2.5% of base salary.

Beginning with the fifteenth (15<sup>th</sup>) year and every year thereafter, 2.5% of base salary.

Beginning with the twentieth (20<sup>th</sup>) year and every year thereafter, 2.5% of base salary.

## **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.

To the extent permissible under IRS rules and applicable laws, the City agrees that TMAPS may seek plan changes related to the timing on bargaining unit members opting-in to the City's 401 deferred compensation program. The City notes that a 401 plan is subject to various restrictions set forth by the IRS and law.

**12:00 RETIREE HEALTH SAVINGS VANTAGE CARE (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 may either convert all accrued vacation hours to their Retirement Health Savings (RHS) Vantage Care Plan, or be paid in a lump sum for all accrued vacation hours computed on the employee's base hourly rate of pay at the time of retirement. Employees may also choose a combination of these options.

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**

Effective on July 1, 2023, or as soon as administratively feasible thereafter, employees shall contribute ten percent (10%) toward medical, dental, and vision benefit premiums.

**13.01 Deferred Compensation In Lieu of Insurance**

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, and which is not provided by the City, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance. A spouse who is married to another City of Turlock employee and receiving the "in lieu" contributions effective on July 1, 2021, shall be grandfathered and allowed to continue receiving such contributions.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner's or parent's employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner's or parent's employers' coverage due to a change in life status (death, divorce, termination of employment, etc.) Normal waiting provisions for coverage shall otherwise apply.

**14:00 LIFE INSURANCE**

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 DONATION OF ACCRUED TIME**

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 LONG TERM DISABILITY**

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 (66⅔%) 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 UNIFORM ALLOWANCE**

**17:01 Fire Employees**

Fire employees that are required to maintain a uniform receive an annual uniform allowance in the amount of \$1,390 and incremental increases provided to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1<sup>st</sup> through June 30<sup>th</sup> and each July, for the following six (6) months, July 1<sup>st</sup> through December 31<sup>st</sup>.

**17:02 Police Employees**

Police employees that are required to maintain a uniform receive an annual uniform allowance in the amount of \$1,390 and incremental increases provided to line staff. Payment shall be made in two (2) increments: Each December, for the following six (6) months, January 1<sup>st</sup> through June 30<sup>th</sup> and each July, for the following six (6) months, July 1<sup>st</sup> through December 31<sup>st</sup>.

**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**

**24:00 INTENTIONALLY LEFT BLANK**

**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 (20<sup>th</sup>) 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 <sup>th</sup> anniversary of continuous employment	8
5 – 14 <sup>th</sup> 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.

**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 20<sup>th</sup> 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 20<sup>th</sup> payroll.

**26:00 SICK LEAVE**

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 1<sup>st</sup> 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. Juneteenth (June 19)
11. Independence Day (July 4)
12. Labor Day (First Monday in September)
13. 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."

## **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 (6) six 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.

**29:00 INTENTIONALLY LEFT BLANK**

**30:00 INTENTIONALLY LEFT BLANK**

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**34:00 DRUG FREE WORKPLACE POLICY**



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 INTENTIONALLY LEFT BLANK**

**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**



Mike Harcksen

5/23/24

Date Signed



Russell Holeman

5/23/24

Date Signed

**CITY OF TURLOCK**



Andrew Aller, Lead Negotiator

5/23/24

Date Signed

Jessie Dhami

05/23/2024

Jessie Dhami, Human Relations Director

Date Signed



**TMAPS - POLICE  
SALARY SCHEDULE  
7/1/2024**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
36.1	11484	12058	12661	13294	13958	POLICE LT
38.1	12661	13294	13958	14656	15389	POLICE CAPTAIN

**TMAPS - FIRE  
SALARY SCHEDULE  
7/1/2024**

<b><u>RANGE</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>	
<b>36.1</b>	<b>11216</b>	<b>11777</b>	<b>12366</b>	<b>12984</b>	<b>13633</b>	<b>FIRE MARSHAL FIRE DIVISION CHIEF</b>



# PERS VALUATION TABLE



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,

A handwritten signature in black ink, appearing to read "Rick Santos".

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

APR 12 2011