



**SCHEDULE  
OF  
BENEFIT PLANS AND POLICIES  
BETWEEN  
THE CITY OF TURLOCK  
AND  
MANAGEMENT EMPLOYEES**

**July 1, 2021 – June 30, 2024**

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**1:00 SALARIES**

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

**1:01 Cost of Living**

Employees shall receive base salary increases effective as follows:

July 1, 2021: 4%

July 1, 2022: 4%

July 1, 2023: 4%

**1:02 Professional Development**

Each July 1<sup>st</sup>, employees are eligible to receive Professional Development funds as follows:

<u>Directors</u>	-	\$700 per fiscal year
<u>Managers</u>	-	\$600 per fiscal year

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 options for this benefit:

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

2. Sellback

Managers may cash out this annual allowance at the end of each fiscal year. The amount of the cashable allowance will be \$100 less than the established annual allowance.

This check will be payable on the first paycheck in June.



**1.03 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.

1. Employees assigned to perform the duties of a higher classification for an extended period 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 exceed an additional five percent (5%) over their regular salary.
2. 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.

**1.04 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. To receive Master's Degree Pay, employees must provide the Human Resources Division with a college transcript establishing possession of a Master's Degree. Master's Degree Pay becomes effective the pay period following verification that employee possesses a Master's Degree and will be paid at the time and in the manner as all other special pays.

**1.05 Intentionally Left Blank**

**1.06 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: PARKS/STREETS & PUBLIC FACILITIES  
SUPERINTENDENT Range 32.1

Step 1	Step 2	Step 3	Step 4	Step 5
Mo Salary	Mo Salary	Mo Salary	Mo Salary	Mo Salary
\$8,566	\$8,994	\$9,443	\$9,915	\$10,411

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.

#### **1.07 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 (10th) year and every year thereafter, 1.5% of base salary.

Beginning with the fifteenth (15th) year and every year thereafter, 1.5% of base salary.

Beginning with the twentieth (20th) year and every year thereafter, 1.5% of base salary.

#### **1.08 Bilingual Pay**

1. The City agrees to pay a premium of 2.5% of base rate of pay to employees with bilingual skills in positions the City has determined the use of bilingual skills are necessary or desired to serve the Turlock community. Currently stipends are offered for Spanish and Portuguese. Additional languages may be offered at the discretion of the City Manager.
2. Bilingual assignments shall be recommended by the Department Director and approved by the City Manager. In order to receive bilingual assignments, the employee must undergo and pass testing to be certified as bilingual. In addition, the individual must have provided needed translation on a routine basis.
3. The Department Director with the approval of the City Manager shall have the authority to terminate bilingual assignments when either: (1) the need no longer exists or (2) the number of employees who certified as bilingual is more than is needed for any department.
4. Employees who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Use of bilingual skills which are incidental to primary job assignments will not warrant bilingual pay.
5. Individuals not selected to earn bilingual pay may submit documented translation service records covering a period of time not less than three (3) months to request a verbal bilingual certification exam and bilingual pay. Such request will be evaluated on the service operation needs of the effected department. The final decision regarding any department's need for a translator is made by the City Manager. The City Manager's decision is final and binding and not subject to the grievance procedure.

6. Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.
7. Bilingual pay will begin the pay period following the completion and passing of bilingual exam.

## **2:00 DEFERRED COMPENSATION**

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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. The City agrees to match the employee's contribution to the City's 401 deferred compensation program as follows:

Directors: Employer contribution: Three and one-half percent (3½%) of base salary for each pay period, provided that the employee contributes this percentage.

Managers: Employer contribution: Two and one-half percent (2½%) of base salary for each pay period, provided that the employee contributes this percentage.

Employee contributions to the City's 401 deferred compensation program are as follows:

Directors: Employee contribution: Eight percent (8%) effective 9/1/14. A change in employee contributions requires a unanimous vote.

Managers: Employee contribution: Six percent (6%), effective 10/00. A change in employee contributions not to exceed one percent (1%) requires a two-thirds (2/3) vote. Increases greater than one percent (1%) require a unanimous vote.

## **3:00 RETIREMENT**

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Employees covered by this agreement participate in the public employees Retirement Systems (PERS) 2.7% at 55 for full and modified formula for all active local miscellaneous members only. The City pays the employee's 8% PERS contribution as well as the Employer's contribution.

Non-Sworn: The employee will pay the employee's 8% PERS contribution.

In addition, the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation table Exhibit A dated April 6, 2011. (See Attachment A).



The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

Sworn: The Fire Chief will pay the employee's 9% PERS contribution.

1. Retirement benefits will be based on the highest one-year of service. Conversion of sick leave accrual towards service credit will be allowed in lieu of sick leave cash out provisions.
2. The PERS 1959 Survivor Benefit is covered at level three (3).
3. The City agrees to amend the contract with CalPERS to provide the employee option to purchase Military Service Credits.

New employees, as defined by AB 340, hired on or after January 1, 2013, will participate in the Public Employee Retirement System (PERS) 2% at 62 defined benefit formula. New employees shall pay fifty percent (50%) of the total annual normal cost of pension benefits or nine percent (9%), whichever is greater. All employees shall be subject to the other provisions of AB 340.

#### **4:00 MEDICAL PLAN**

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#### **4:01 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.

Eligible employees will be provided with the option of participating in either of the following:

- o Traditional PPO Plan (i.e., the \$250/\$500 Ded. - \$2,500/\$5,000 OOP plan);  
or,
- o High Deductible Health Plan/Health Savings Plan (i.e., the \$1,400/\$2,800 Ded. - \$3,000/\$6,000 OOP plan).

Effective on July 1, 2021, or as soon as administratively feasible thereafter, employees shall contribute five percent (5%) toward medical, dental, and vision benefit premiums.

Effective on July 1, 2022, or as soon as administratively feasible thereafter, employees shall contribute seven and a half percent (7.5%) toward medical, dental, and vision



benefit premiums.

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.

Employee premium contributions shall be deducted from employee payroll on a pre-tax basis and in accordance with the law.

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.

#### **4:02 Deferred Compensation In Lieu of Benefits**

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.

**5:00 RETIREE HEALTH**

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**5:01 Retiree Health - Definition**

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.

**5:02 Retiree Health - Funding**

The City and Management employees agree that the contribution of two and one-half percent (2½%) the City previously contributed to the Retiree Health Fund will, instead, be made to each employee's individual Retiree Health Savings (RHS) Vantage Care Plan.

**5:03 Retiree Health - Eligibility**

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

1. Benefits under this program are not transferable.
2. Retiree 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 another group plan in the role of an employee; whichever comes first.

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

**6:00 LONG TERM DISABILITY**

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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 of 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 salary. (The City of Turlock does not participate in State Disability Insurance.)

**7:00 TERM LIFE INSURANCE**

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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 (1½) times the annual salary, plus \$5,000 not to exceed \$500,000.

**8:00 RETIREE HEALTH SAVING (RHS) VANTAGE CARE PLAN**

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Effective 10/1/00, the City will make an employer contribution of one-half (½%) of base salary of members of the bargaining unit to each employee's Retiree Health Savings Vantage Care Plan. Effective July 1, 2011, the two and one-half percent (2½%) that the City previously contributed to the Retiree Health Fund is now being contributed to each employee's Retiree Health Saving Vantage Care Plan, making the total contribution three percent (3%).

Every June 30<sup>th</sup>, 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 Saving Vantage Care Plan. This amount will be converted with the 2<sup>nd</sup> paycheck in July.

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 Vantage Care Retirement Health Savings Plan account.

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.

**9:00 VACATION**

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**9:01 Method of Accrual**

The vacation accrual for Directors shall be as follows:

Years Completed	Hours Per Month
0	10
5	10.67
6	11.33
7	12



8	12.67
10	13.33
15	14
20	14.67

The vacation accrual for Managers shall be as follows:

Years Completed	Hours Per Month
0	6.67
2	10
5	10.67
6	11.33
7	12
8	12.67
10	13.33
15	14
20	14.67

"Vacation Days" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City of Turlock and subsequent five (5) year anniversary increments thereafter, will receive five (5) additional vacation days on that special anniversary.

**9:02 Maximum Vacation Accrued**

Maximum accumulation is four hundred (400) hours.

**9:03 Required Annual Vacation Usage**

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

**9:04 Sell Back**

On June 20<sup>th</sup> of each year, an employee has the option to return up to 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 Saving Vantage Care Plan. This amount will be converted during the July 20<sup>th</sup> payroll.

**9:05 Donating 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.

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.

**10:00 SICK LEAVE**

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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.

**10:01 Family Illness**

1. Employees may use a maximum of six (6) days of sick leave per calendar year to care for members of the employee's immediate family.
2. Employees may use a maximum of eight (8) days or sixty-four hours (64) 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.

**10:02 Immediate Family**

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

**10:03 Unused Sick Leave**

On the 2<sup>nd</sup> paycheck in November of each year, each employee having at least four years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his 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, 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.

**10:04 Conversion of Sick Leave Towards RHS Vantage Care Plan**

Employees retiring will convert all accrued Sick Leave as a contribution to Retiree Health Savings 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.

**11:00 HOLIDAYS**

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Employees shall have the following City-paid 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. Columbus Day - City offices will remain open on Columbus Day. Managers must use vacation or compensatory time if they would like to observe the holiday.
13. Floating Holidays – On July 1 of each year, 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.
14. 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.
15. In the event the holiday falls on a Saturday, the preceding Friday shall be



observed as the holiday.

16. In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.
17. 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. 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."
18. Employees shall receive 40 hours of "in-lieu" time off. "In lieu" time shall be taken as follows:

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.

## **12:00 ATTENDANCE/LEAVES OF ABSENCE/LIGHT DUTY**

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### **12:01 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 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.

**12:02 Reinstatement After Discharge**

Any employee discharged by reason of failing to return to work, with or without having received notice to return, shall 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.

**12:03 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.

**12:04 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.

**12:05 Light Duty Assignments**

1. 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.
2. 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.

**12:06 Bereavement Leave**

Employees holding regular appointments in all departments shall be granted Bereavement Leave for the first and second degree of consanguinity on the following basis and in accordance with the City's Bereavement Leave Policy:

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

**12:07 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.



**12:08 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.

**12:09 Management Leave**

On July 1<sup>st</sup> of each year, all directors and managers shall receive eighty (80) hours of management leave or cash equivalent

Employees who are hired any time after July 1 shall receive a pro-rated amount of the management leave set forth herein.

Management leave banks shall be capped at eighty (80) hours. As such, an employee who has management leave in his/her bank from the prior fiscal year shall only receive an amount of additional leave on July 1 so that the employee's bank is at eighty (80) hours.

An employee who leaves City employment with unused hours in his/her account, and which were provided in the same fiscal year as the employee's separation, shall be paid for the unused hours on a pro-rated basis. Unused hours accumulated from a prior fiscal year shall be fully paid out.

Employees may select no more than two of the following options, not to exceed the maximum annual benefit:

1. Credit hours to available leave as noted on payroll check stub in the "Management Leave" field.
2. Cash out up to forty (40) hours payable on first check in August.
3. Placement in deferred compensation 457 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) may be converted to your 457 account.

**13:00 COMPUTER LOAN PROGRAM**

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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.

#### **14:00            MEDICAL EXAMINATION**

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##### **14:01            When Required**

The City Manager may require, upon cause, an employee to have 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.

##### **14:02            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.

##### **14:03            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.

#### **15:00            DRUG FREE WORK PLACE POLICY**

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

**16:00 PERSONNEL RULES**

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The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in and agreed upon the new Personnel Resolution adopted 2/28/87 or as outlined in the Personnel Ordinance.

**17:00 DISCRIMINATION**

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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.

**18:00 VEHICLE ALLOWANCE**

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The City Manager will receive a car allowance of \$400 per month; Directors will receive a car allowance of \$200 per month. Employees who are assigned vehicles are not entitled to receive car allowance.

**19:00 F.L.S.A.**

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All Directors and Managers are exempt from overtime pursuant to FLSA.

**PAYROLL CYCLE CHANGES**

The parties recognize that the City intends to change from a 24 pay period schedule to a 26 pay period schedule, with paydays being made on a bi-weekly (every 2 weeks) basis, when administratively feasible.

**NEGOTIATING TEAM MEMBERS – Management**

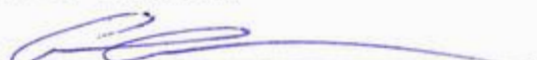
Alison Arias  
Alison Arias

11/28/22  
Date Signed

\_\_\_\_\_  
Team Member

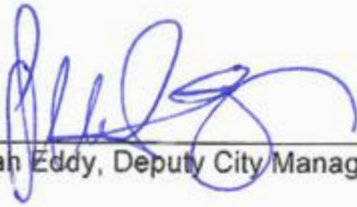
\_\_\_\_\_  
Date Signed

**CITY OF TURLOCK**

  
Andrew M. Aller, Lead Negotiator

11/30/22  
Date Signed





Sarah Eddy, Deputy City Manager

12/2/2022

Date Signed

# 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,

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

APR 12 2011

**MANAGEMENT SALARY SCHEDULE 2024-2025**

	Range	Step 1	Step 2	Step 3	Step 4	Step 5
ADMINISTRATIVE ANALYST	29.1	7963	8361	8779	9218	9679
PRINCIPAL HUMAN RELATIONS ANALYST	32.1	9218	9679	10164	10672	11206
PARKS/STREETS & PUBLIC FACILITIES SUPERINTENDENT	32.1	9218	9679	10164	10672	11206
PURCHASING MANAGER	32.1	9218	9679	10164	10672	11206
RECREATION SUPERINTENDENT	32.1	9218	9679	10164	10672	11206
FLEET SERVICES MANAGER	34.1	10164	10672	11206	11767	12354
PUBLIC WORKS SUPERVISOR / CITY SURVEYOR	34.1	10164	10672	11206	11767	12354
PLANNING MANAGER	34.1	10164	10672	11206	11767	12354
REGULATORY AFFAIRS MGR	34.1	10164	10672	11206	11767	12354
ROADS PROGRAM MANAGER	34.1	10164	10672	11206	11767	12354
UTILITIES MANAGER	34.1	10164	10672	11206	11767	12354
WQC DIVISION MGR	34.1	10164	10672	11206	11767	12354
HOUSING PROGRAM MANAGER	34.1	10164	10672	11206	11767	12354
ACCOUNTANT, PRINCIPAL	35.1	10672	11206	11767	12354	12973
CIVIL ENGINEER, PRINCIPAL	35.1	10672	11206	11767	12354	12973
EXECUTIVE ASST TO CM/CITY CLERK	35.1	10672	11206	11767	12354	12973
POLICE SUPPORT OPERATIONS MANAGER	35.1	10672	11206	11767	12354	12973
TRANSIT MANAGER	35.1	10672	11206	11767	12354	12973
INFO TECH MANAGER	35.8	11051	11604	12185	12793	13435
BUILDING OFFICIAL, CHIEF	36.1	11206	11767	12354	12973	13621
WATER TREATMENT PLANT MANAGER	36.1	11206	11767	12354	12973	13621
ASSISTANT MUNICIPAL SERVICES DIRECTOR	38.1	12354	12973	13621	14302	15018
CITY ENGINEER	39.1	12973	13621	14302	15018	15768
HUMAN RELATIONS DIRECTOR	39.1	12973	13621	14302	15018	15768
DEV SERV DIRECTOR	39.1	12973	13621	14302	15018	15768
FINANCE DIRECTOR	39.1	12973	13621	14302	15018	15768
MUNICIPAL SERVICES DIR	39.1	12973	13621	14302	15018	15768
ECONOMIC DEVELOPMENT DIRECTOR / COMMUNICATIONS OFFICER	39.1	12973	13621	14302	15018	15768
INFORMATION TECHNOLOGY DIRECTOR	39.1	12973	13621	14302	15018	15768
PUBLIC WORKS DIRECTOR	39.1	12973	13621	14302	15018	15768
RISK MANAGEMENT DIRECTOR	39.1	12973	13621	14302	15018	15768
MUNICIPAL SERVICES DIRECTOR / SRWA GENERAL MANAGER	40.1	13621	14302	15018	15768	16557
FIRE CHIEF	41.1	14302	15018	15768	16557	17385
DEPUTY CITY MANAGER	42.5	15320	16086	16891	17735	18623
POLICE CHIEF	43.6	16166	16975	17824	18716	19651
CITY MANAGER	45.7	17913	18810	19749	20738	21774



## ATTACHMENT C – BINDING ARBITRATION SCHEDULE

### **TURLOCK MANAGEMENT EMPLOYEES**

**Employee:** The employee may appeal the decision of the pre-disciplinary hearing within ten (10) working days of receiving notification of disciplinary action. The appeal shall be made directly to the City Manager.

**City Manager:** The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal, unless the parties mutually agree to extend such hearing. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

**Appeal:** As an alternative to a hearing before the City Council, identified in Section 22.02 of the Personnel System Rules and Regulations, the employee may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift or reduction-in-pay. Written reprimands shall not be appealed to arbitration. The date of incident for which the disciplinary action is based upon shall have occurred between July 1, 2014 and June 30, 2017 to be eligible for Binding Arbitration appeal. An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

**Selection of Arbitrator:** Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

**Cost of Arbitrator:** The cost of employing the arbitrator and the court reporter, excluding the transcript, shall be borne by the employer. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

**Decision of Arbitrator:** Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 calendar days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personal history file. The decision of the arbitrator shall be binding on both parties.