City Council Agenda

JANUARY 22, 2013
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

Mayor
John S. Lazar

Council Members
Amy Bublak
Steven Nascimento
Forrest White
William DeHart, Jr.
Vice Mayor

City Manager
Roy W. Wasden
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. Proclamation: Major Debi Shrum, Salvation Army - Turlock
B. Presentation: United Cerebral Palsy of Stanislaus and Tuolumne Counties, Steve Webb, President & CEO

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Property Assessed Clean Energy Program (PACE) *(Reid)*

C. PUBLIC PARTICIPATION

This is the time set aside for members of the public to directly address the City Council on any item of interest to the public, before or during the City Council's consideration of the item, that is within the subject matter jurisdiction of the City Council. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

No action or discussion may be undertaken on any item not appearing on the posted agenda, except that Council may refer the matter to staff or request it be placed on a future agenda.

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

A. *Resolution*: Accepting Demands of 12/13/12 in the amount of $1,924,382.31; Demands of 12/20/12 in the amount of $3,992,510.91; Demands of 1/4/13 in the amount of $126,453.65

B. *Motion*: Accepting Minutes of Regular Meeting of January 8, 2013

C. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $2,662.50 (Fund 413) for City Project No. 12-22, "Pedretti Park Sewer Line," bringing the contract total to $35,600.50

2. *Motion*: Accepting improvements for City Project No. 12-22, "Pedretti Park Sewer Line," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Accepting notification of Contract Change Order No. 4 in the amount of $49,489 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to $3,489,458

E. *Motion*: Accepting notification of Contract Change Order No. 2 in the amount of $19,884 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 07 – Framing, Drywall, and Plaster, bringing the contract total to $2,476,517

F. *Motion*: Accepting notification of Contract Change Order No. 2 in the decreased amount of ($14,500) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to $1,217,703

G. 1. *Motion*: Approving Contract Change Order No. 1 (Final) in the amount of $4,177.66 (Fund 215) for City Project No. 0945, "Washington and West Main Intersection Improvements," bringing the contract total to $181,800.66

2. *Motion*: Accepting improvements for City Project No. 0945, "Washington and West Main Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion

H. *Resolution*: Authorizing the creation of a Capital Improvements Coordinator job classification

I. *Resolution*: Authorizing the submittal of an application to the California State Department of Housing and Community Development (HCD) for funding under the Emergency Solutions Grant (ESG) program; authorizing the City Manager to execute a standard HCD agreement, if selected, to receive such funding and any amendments thereto and all related documents necessary to participate in the ESG program

J. *Motion*: Approving a retainer agreement for Fiscal Years 2012/13 and 2013/14 in an amount not to exceed $50,000 with Economic & Planning Systems of Sacramento, California, for economic planning and development fee services

K. *Motion*: Approving Amendment No. 2 to the agreement for special services with Dyett and Bhatia (Urban and Regional Planners) to extend the current termination date from December 31, 2012 to June 30, 2013 for the Turlock General Plan Update

L. 1. *Resolution*: Authorizing the City of Turlock's membership in the Bay Area Recycled Water Coalition for the purpose of obtaining federal and state financial assistance for the construction of the North Valley Recycled Water Program, a project to provide recycled water to farmland and wildlife refuges on the west side of the San Joaquin Valley
2. *Motion*: Authorizing the expenditure of funds in an amount not to exceed $20,000 for the purpose of the City of Turlock's annual membership in the Bay Area Recycled Water Coalition from account number 410-51-530.43340 "North Valley Regional Recycled Water Project"

M. *Motion:* Approving an agreement with URS Corporation for groundwater monitoring as part of the continued investigation and remediation of PCE contamination in the Downtown area, in an amount not to exceed $15,790

N. *Motion:* Approving an agreement between Siemens Fire Safety and the Turlock Police Department for testing and inspection services related to the fire alarm system at Turlock Police and Fire Department, 900 N. Palm Street

O. *Resolution:* Approving the purchase of two (2) replacement unmarked police vehicles for Turlock Police Department from Patchett's Ford of Turlock, California, from account number 112-10-116.51115 "Unmarked Police Vehicles" in an amount not to exceed $47,803

P. 1. *Resolution*: Rescinding Resolution No. 2011-151 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2012 through November 30, 2013
2. *Resolution*: Rescinding Resolution No. 2011-153 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2012 through October 31, 2013
3. *Resolution:* Rescinding Resolution No. 2011-152 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2012 through October 31, 2013
4. *Resolution*: Rescinding Resolution No. 2011-155 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013
5. *Resolution*: Rescinding Resolution No. 2011-154 and adopting a Schedule of Benefits for Unrepresented Management Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013
6. *Resolution*: Rescinding Resolution No. 2007-259 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 covering the period November 1, 2012 through October 31, 2013
7. *Motion*: Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2012 through October 31, 2013

Q. *Motion*: Rejecting Claim for Damages filed by Ruben Prusso

R. *Motion*: Rejecting Claim for Damages filed by Hugo Ticas

S. *Resolution*: Rescinding Resolution No. 2012-039 and adopting the amended Personnel System Rules and Regulations regarding Reclassification

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Request to add to the Turlock Municipal Code, Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups. *(Reid)*

Recommended Action:
Ordinance: Adding Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups

8. SCHEDULED MATTERS

A. Request to accept the Carnegie Arts Center's annual report as presented to Council. *(Reid)*

Recommended Action:
Motion: Accepting the Carnegie Arts Center's annual report as presented to Council

B. Request to authorize staff to issue a request for proposal for an update to the Northwest Triangle Specific Plan, Environmental Impact Report, and Infrastructure Financing Plan; and return to council at a future date to consider a Budget Amendment and Contract Proposal. *(Whitmore)*

Recommended Action:
Motion: Authorizing staff to issue a request for proposal for an update to the Northwest Triangle Specific Plan, Environmental Impact Report, and Infrastructure Financing Plan; and bring back a Budget Amendment and Contract Proposal for consideration by the City Council at a future date

C. Request to authorize the creation of the position of Deputy Director of Municipal Services funded by Enterprise Funds 410 and 420 and authorize the hiring and filling of such position through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed. *(Madden)*

Recommended Action:
Resolution: Authorizing the creation of the position of Deputy Director of Municipal Services Funded by Enterprise Funds 410 and 420

Resolution: Authorizing the hiring of one (1) currently vacant Deputy Director position within Municipal Services through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

D. Request to accept the project status update on construction activities for City Project Nos. 0804A, "Turlock Public Safety Facility – Off-Site Improvements," and 0804B, "Turlock Public Safety Facility" and authorize the transfer of $170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police) for City Project 0804A, "Turlock Public Safety Facility-Off-Site Improvements". *(Pitcock)*

Recommended Action:
Motion: Accepting the project status update on construction activities for City Project Nos. 0804A, "Turlock Public Safety Facility – Off-Site Improvements," and 0804B, "Turlock Public Safety Facility"

Resolution: Authorizing the transfer of $170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police) for City Project No. 0804A, "Turlock Public Safety Facility-Off-Site Improvements"

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. CLOSED SESSION

Public Employee Performance Evaluation, Cal. Gov't Code §54957
Title: City Manager

12. ADJOURNMENT

2A

IN HONOR OF

MAJOR DEBI SHRUM

SALVATION ARMY - TURLOCK

WHEREAS, Major Debi Shrum has served as the Director for the Salvation Army - Turlock for over 10 years, offering guidance and spiritual inspiration to her congregation, and earning the respect and admiration of all our citizens by her whole-hearted and dedicated participation in many church and community projects; and

WHEREAS, Major Shrum has given generously of her time and effort, faithfully served this community in various capacities too numerous to list, and supported programs to benefit people of all ages and walks of life; and

WHEREAS, Major Shrum has been a powerful influence for good in our community; and

WHEREAS, Major Shrum has earned, and justly deserves, this public recognition for her many years of dedicated service to our community.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby recognize the dedicated service and steadfast commitment of Major Shrum, and extend our sincere appreciation and admiration on this occasion.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 22nd day of January, 2013.

_____

JOHN LAZAR, MAYOR
City of Turlock, County of Stanislaus,
State of California

Property Assessed Clean Energy Program (PACE)

City of Turlock

3B-

Presented by
Ron Reid
Asst to the City Manager

Today's Goal - Informational

1) What is PACE?
2) Why PACE?
3) PACE financing
4) Introduction to PACE options

What is the PACE Program?

Property Assessed Clean Energy

- **Clean Energy Futures – Programs**
  - **AB811 – Authorizes Rehab of Residences**
  - **SB555 – Rehab & New Construction (Gov't Code 53313.5) through Community Facilities District**
    - **Energy Efficiency (Solar, Cool Roof, HVAC, Insulation, Boilers, Dbl Pane Glass, etc. – Anything Permanent with the Bldg)**
    - **Water Efficiency (Smart Irrigation Systems, Sink Aerators, Low Flow/No-Flow Urinals & Toilets, & Low-Flow Lavatories/Sinks/Showers)**

Who Is Eligible?

- **Funding Source for –**
  - **Commercial, Industrial and Multi-Family Property Owners to Fund Renewable Energy and Water Savings Projects**
  - **Loan Paid through Property Taxes**
    - **Per County Assessor's Ofc – Can Do**
    - **Same as Any Other Direct Assessment**

Why PACE?

- Not tied to a owner/business credit rating
  - Benefit and/or Obligation Transferrable
- Not defaulted to a person/business specifically
- Allows the Upgrade of Buildings
  - Enhances their Value
  - Creating More Jobs/Putting People to Work
- Right thing to do for the Environment and our Community

Alternatives for Community

- Low interest Credit Union "Green Loan"
  - Loan attached to the person/business, not the property
  - Enhanced property value not realized by the customer
- Maintain Current Energy Demands

Why PACE?

Empire State Building Upgrade – 2009

- $13 M Energy Efficiency Upgrade as part of a $500 M Renovation Project
  - 38% energy savings
  - $4.4 M/yr savings in utility costs
  - Payback: 2.9 years
- Able to Attract Higher Paying Tenants

Source (California Center for Sustainable Energy – Non-Profit Org)

Cost/Benefit

- **Residential PACE and the Federal Housing**
  - **July 2010 advice to Fannie and Freddie**
    - **Put Programs on Hold**
    - **Can Not be Senior to Mortgages**
    - **Advised Fannie and Freddie not to Finance Loans**
  - **Operational Residential PACE programs**
    - **Sonoma, Palm Desert, HERO (San Diego), Fresno,**
- **Residential Cost Recovery Estimated at 7-8yrs Now**
- **Commercial Cost Recovery 3-4yrs**

Source (TID)

TID Projections

Cost Recovery Attributed to:

- Lower cost solar – Tech Advances
- 30% immediate tax credit
- Accelerated depreciation (busn side)
- Price per watt savings
- Rebates (any program is good to help them meet their goals).

TID Projections

Price per watt installation right now:

– Estimated $4.50 - $5.00 per watt –

- Average residence is 5KW user
- Therefore, system should support 5KW.

– $24K installation

- Immediate $7,400.00 return (30% tax credit).

– TID would assist with marketing and push out.

Our Obligation

- City Creates a Land Secured Financing District or Opts into a JPA (Can be the City Limits)
- Property Owners Voluntarily Sign Up
- A Bond is Purchased from the City or JPA Providing the Financing to the Property Owner
- Pays through Tax Bill for as Long as 20yrs

Four Consortiums

- **FIGTree (Pacific Housing)**
- **California First (Renewable Energy)**
  - **Supported by Renewable Energy out of Berkeley (Private Consulting)**
  - **Recognized/Supported by CA League of Cities (Steve Qualls confirming)**
- **Ygrene**
- **Renovate America**

FIGTree

- FIGTreeCompany.com –
  - Supported by Pacific Housing JPA
  - Has to bundle 2 million in projects together before they can go out for financing (bonds).
  - Less structured, allows for more individuality
  - Does not require judicial/county verification.
    - Looser program.

California First

- Californiafirst.org –
  - California Communities JPA
  - Can authorize without the bundle
    - Supported by Renewable Funding (Private Consulting), therefore can take on the burden themselves (of the loan) and not have to justify the bundling of projects.
  - Requires Judicial District Involvement from the County, so the County has to authorize for a City to be eligible to participate.

Ygrene and Renovate America

- Ygrene is a unique program that offers a different legislation to authorize PACE financing (www.ygrene.us).
- Renovate America is a primarily a residential PACE program www.RenovateAmerica.com (Very Successful in Riverside)

Jurisdictions at Work

- Fresno
  - They have both FIGTree and CA 1st, but aren't using FigTree that much.
  - Working primarily with businesses – Working toward Residential
- Richmond – HERO Program (attachment)
- Modesto – Self Funded
- San Diego – Open Mkt of "Competing" Programs (All 4).

What is the Max Amount Available for Financing?

Generally, a property owner may finance no more than the equity that they have in the property.

What is the Typical Financing Term?

Term is tied to the expected useful life of the project. Example: Solar PV may be financed up to 20 years. Property owners may elect to finance for fewer years than the expected life, but not more.

What is the Source of Funding for the Program?

The program accesses private capital through a bond issuance. The bond is secured by the senior lien that the property owner voluntarily consents to as a condition of program participation.

Summary

- PACE is Not a Program – It is a Financing Mechanism Similar to a Mortgage.
- There are Varied Programs that use PACE Financing – We Can Designate One Program or Provide for "Open Market" Financing.
  - Financing terms or the entity issuing the bonds may lead to a competition w/multiple providers.
  - Contractors may be different w/competing lenders
  - Improvements allowed may vary

Summary

- PACE is a land secured financing framework

- As long as a property is required to pay taxes, the property is eligible for PACE.

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 12/13/12 IN THE AMOUNT OF $1,924,382.31; DEMANDS OF 12/20/12 IN THE AMOUNT OF $3,992,510.91; DEMANDS OF 1/4/13 IN THE AMOUNT OF $126,453.65	**RESOLUTION NO. 2013-**

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
12/13/12	$1,924,382.31
12/20/12	$3,992,510.91
1/4/13	$126,453.65

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
91239	12/11/2012	Open			Utility Management Refund	COOPER, ANTHONY	$37.05		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$4.41			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$7.44			
	420 - WATER			420.11000 (Cash)		$25.20			
91240	12/11/2012	Open			Utility Management Refund	CORNELL, SUE	$104.72		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$104.72			
91241	12/11/2012	Open			Utility Management Refund	KRUGH, S JAMES	$96.29		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$96.29			
91242	12/11/2012	Open			Utility Management Refund	MCCURDY, DARREL, VINCENT	$131.55		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$131.55			
91243	12/11/2012	Open			Utility Management Refund	SANCHEZ, ROBERTO, MANUEL	$14.47		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$14.47			
91244	12/13/2012	Open			Accounts Payable	4LEAF INC	$3,880.21		
	Paying Fund			Cash Amount		Amount			
	405 - Building			405.11000 (Cash)		$3,880.21			
91245	12/13/2012	Open			Accounts Payable	A. A. AND BOB ALLEN, INC.	$1,288.50		
	Paying Fund			Cash Amount		Amount			
	205 - Sports Facilities			205.11000 (Cash)		$1,288.50			
91246	12/13/2012	Open			Accounts Payable	ACCOUNTEMPS INC	$725.84		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$362.92			
	420 - WATER			420.11000 (Cash)		$362.92			
91247	12/13/2012	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	$6,897.08		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$6,897.08			

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

91248	12/13/2012	Open		Accounts Payable	AIRGAS NCN	$153.55
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$153.55	
91249	12/13/2012	Open		Accounts Payable	AT&T / CALNET 2	$3,788.66
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$3,319.42	
	205 - Sports Facilities		205.11000 (Cash)		$22.13	
	255 - CDBG		255.11000 (Cash)		$12.65	
	405 - Building		405.11000 (Cash)		$11.92	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$189.86	
	420 - WATER		420.11000 (Cash)		$35.43	
	501 - Information Technology		501.11000 (Cash)		$85.72	
	502 - Engineering		502.11000 (Cash)		$13.98	
	505 - Fleet		505.11000 (Cash)		$97.55	
91250	12/13/2012	Open		Accounts Payable	BANK OF AGRICULTURE & COMMERCE	$11,413.84
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$11,413.84	
91251	12/13/2012	Open		Accounts Payable	BANK OF NEW YORK TRUST CO	$16,889.38
	Paying Fund		Cash Amount		Amount	
	216 - Streets - Local Transportation		216.11000 (Cash)		$16,889.38	
91252	12/13/2012	Open		Accounts Payable	BOBO CONSTRUCTIONS INC	$74,301.23
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$74,301.23	
91253	12/13/2012	Open		Accounts Payable	BOM APETITE CATERING	$197.57
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$197.57	
91254	12/13/2012	Open		Accounts Payable	BUREAU VERITAS NO AMERICA	$13,208.91
	Paying Fund		Cash Amount		Amount	
	405 - Building		405.11000 (Cash)		$13,208.91	
91255	12/13/2012	Open		Accounts Payable	BURTON'S FIRE APPARATUS	$18,450.87
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$18,450.87	
91256	12/13/2012	Open		Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$150.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$150.00	
91257	12/13/2012	Open		Accounts Payable	CAROLLO ENGINEERS	$38,121.98

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$38,121.98
91258	12/13/2012 Open		Accounts Payable	CEN CAL FIRE SYSTEMS INC	$5,829.84
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$5,829.84
91259	12/13/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS	$90.07
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$28.95
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3.06
	420 - WATER	420.11000 (Cash)			$3.07
	501 - Information Technology	501.11000 (Cash)			$54.99
91260	12/13/2012 Open		Accounts Payable	COPWARE INC	$395.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$395.00
91261	12/13/2012 Open		Accounts Payable	CUSTOM LOCKSMITH &	$90.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$90.00
91262	12/13/2012 Open		Accounts Payable	DIEDE CONSTRUCTION INC	$102,724.58
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$102,724.58
91263	12/13/2012 Open		Accounts Payable	DUBLIN CHEVROLET	$17,518.79
	Paying Fund	Cash Amount			Amount
	112 - Capital Purchases	112.11000 (Cash)			$17,518.79
91264	12/13/2012 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$90.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$90.00
91265	12/13/2012 Open		Accounts Payable	EQUIFAX	$13.86
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$13.86
91266	12/13/2012 Open		Accounts Payable	FINANCIAL CREDIT NETWORK	$1,798.04
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$586.16
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$694.05
	420 - WATER	420.11000 (Cash)			$517.83
91267	12/13/2012 Open		Accounts Payable	FRAZIER MASONRY CORP	$122,346.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$122,346.00

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

91268	12/13/2012	Open	Accounts Payable	GOMES & SONS INC, JOE M	$17,713.63
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$10,211.96	
	205 - Sports Facilities		205.11000 (Cash)	$246.09	
	217 - Streets - Gas Tax		217.11000 (Cash)	$2,063.86	
	246 - Landscape Assessment		246.11000 (Cash)	$1,304.18	
	405 - Building		405.11000 (Cash)	$124.09	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$1,793.28	
	420 - WATER		420.11000 (Cash)	$614.85	
	425 - Transit - Dial A Ride		425.11000 (Cash)	$1,108.25	
	426 - Transit - BLAST		426.11000 (Cash)	$247.07	
91269	12/13/2012	Open	Accounts Payable	GOMES PROPANE	$51.54
	Paying Fund		Cash Amount	Amount	
	266 - Police Services Grants		266.11000 (Cash)	$51.54	
91270	12/13/2012	Open	Accounts Payable	GRAHAM PREWETT INC	$110,079.90
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$110,079.90	
91271	12/13/2012	Open	Accounts Payable	GUINN III, MARVIN, OLIVER	$927.49
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$927.49	
91272	12/13/2012	Open	Accounts Payable	HUB INT'L OF CA INS SVC	$889.32
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$889.32	
91273	12/13/2012	Open	Accounts Payable	HUNTINGTON COURT REPORTER	$2,003.70
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$2,003.70	
91274	12/13/2012	Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$1,194.66
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$25.50	
	205 - Sports Facilities		205.11000 (Cash)	$44.49	
	217 - Streets - Gas Tax		217.11000 (Cash)	$80.20	
	246 - Landscape Assessment		246.11000 (Cash)	$1,044.47	
91275	12/13/2012	Open	Accounts Payable	L C ACTION	$9,829.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$9,829.00	
91276	12/13/2012	Open	Accounts Payable	LANGUAGE LINE SERVICES	$10.75
	Paying Fund		Cash Amount	Amount	

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

	110 - General Fund	110.11000 (Cash)			$10.75
91277	12/13/2012 Open		Accounts Payable	LEHIGH HANSON INC	$211.53
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$211.53
91278	12/13/2012 Open		Accounts Payable	MONTE VISTA SMALL ANIMAL	$432.74
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$160.74
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$272.00
91279	12/13/2012 Open		Accounts Payable	MUNISERVICES LLC	$4,830.62
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$4,830.62
91280	12/13/2012 Open		Accounts Payable	NBS GOVERNMENT FINANCE GROUP	$5,321.90
	Paying Fund	Cash Amount			Amount
	405 - Building	405.11000 (Cash)			$5,321.90
91281	12/13/2012 Open		Accounts Payable	NEXT LEVEL PARTS INC	$328.94
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$328.94
91282	12/13/2012 Open		Accounts Payable	P G & E	$202.22
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$202.22
91283	12/13/2012 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL	$255,268.40
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$255,268.40
91284	12/13/2012 Open		Accounts Payable	PRECISION CUSTOM WIRING	$2,455.51
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$256.50
	112 - Capital Purchases	112.11000 (Cash)			$2,199.01
91285	12/13/2012 Open		Accounts Payable	PRECISION SURVEY SUPPLY LLC	$119.14
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$119.14
91286	12/13/2012 Open		Accounts Payable	REED INC, GEORGE	$95,287.83
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$95,287.83
91287	12/13/2012 Open		Accounts Payable	REPUBLIC ITS	$7,379.06
	Paying Fund	Cash Amount			Amount
	216 - Streets - Local Transportation	216.11000 (Cash)			$7,379.06

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

91288	12/13/2012	Open	Accounts Payable	RICHARDS WATSON & GERSHON	$1,359.15
	Paying Fund		Cash Amount		Amount
	621 - Successor Agency - Non LMI		621.11000 (Cash)		$1,359.15
91289	12/13/2012	Open	Accounts Payable	ROBIC REFRIGERATION INC	$361.41
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$361.41
91290	12/13/2012	Open	Accounts Payable	ROLAND PHD,JOCELYN E	$2,731.25
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$2,731.25
91291	12/13/2012	Open	Accounts Payable	SAFE-T-LITE CO INC	$247.91
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$247.91
91292	12/13/2012	Open	Accounts Payable	SAN DIEGO POLICE EQUIP	$5,426.62
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$5,426.62
91293	12/13/2012	Open	Accounts Payable	SIEMENS BLDG TECH INC	$750.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$750.00
91294	12/13/2012	Open	Accounts Payable	SPENCE SPRAYING	$5,176.35
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$724.17
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$4,452.18
91295	12/13/2012	Open	Accounts Payable	STATE BAR OF CALIFORNIA	$410.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$410.00
91296	12/13/2012	Open	Accounts Payable	STATE OF CALIFORNIA	$624.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$624.00
91297	12/13/2012	Open	Accounts Payable	STEWART TITLE OF CA INC	$237.50
	Paying Fund		Cash Amount		Amount
	502 - Engineering		502.11000 (Cash)		$237.50
91298	12/13/2012	Open	Accounts Payable	T I D	$141,818.38
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$487.50
	205 - Sports Facilities		205.11000 (Cash)		$705.39
	216 - Streets - Local Transportation		216.11000 (Cash)		$1,761.31
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$124,905.81

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

	420 - WATER	420.11000 (Cash)		$13,648.48	
	426 - Transit - BLAST	426.11000 (Cash)		$309.89	
91299	12/13/2012 Open	Accounts Payable	TARLTON & SON INC		$105,407.55
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$105,407.55	
91300	12/13/2012 Open	Accounts Payable	TURLOCK DOWNTOWN &		$148,399.83
	Paying Fund	Cash Amount		Amount	
	706 - PBID #2	706.11000 (Cash)		$148,399.83	
91301	12/13/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$544,906.09
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$556,017.20	
	420 - WATER	420.11000 (Cash)		($11,111.11)	
91302	12/13/2012 Open	Accounts Payable	TURLOCK UMPIRE GROUP		$916.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$916.00	
91303	12/13/2012 Open	Accounts Payable	UNITED RESOURCE SYSTEMS INC		$93.65
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$64.23	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$16.85	
	420 - WATER	420.11000 (Cash)		$12.57	
91304	12/13/2012 Open	Accounts Payable	VAN DE POL ENTERPRISE INC		$608.11
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$608.11	
91305	12/13/2012 Open	Accounts Payable	VETERINARY MED CTR INC		$335.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$335.00	
91306	12/13/2012 Open	Accounts Payable	WEST PUBLISHING CORPORATION		$130.90
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$130.90	
91307	12/13/2012 Open	Accounts Payable	AGUILERA, LIDIA		$18.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$18.00	
91308	12/13/2012 Open	Accounts Payable	APCO INTERNATIONAL		$120.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$120.00	
91309	12/13/2012 Open	Accounts Payable	ARNOLD CEMENT INC		$5,271.20
	Paying Fund	Cash Amount		Amount	

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

	110 - General Fund	110.11000 (Cash)			$5,271.20
91310	12/13/2012 Open		Accounts Payable	BAHIA, BHUPINDER SINGH	$116.22
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$116.22
91311	12/13/2012 Open		Accounts Payable	CERES EARTHQUAKES FC/US CLUB	$200.00
	Paying Fund	Cash Amount			Amount
	205 - Sports Facilities	205.11000 (Cash)			$200.00
91312	12/13/2012 Open		Accounts Payable	EDDY, SARAH	$600.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$600.00
91313	12/13/2012 Open		Accounts Payable	EVERGREEN PACKAGING EMBA	$300.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$300.00
91314	12/13/2012 Open		Accounts Payable	GILLEY, JERI	$208.24
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$208.24
91315	12/13/2012 Open		Accounts Payable	LANE, PATRICIA	$72.92
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$72.92
91316	12/13/2012 Open		Accounts Payable	NEWHOPE COMMUNITY CHURCH	$500.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$500.00
91317	12/13/2012 Open		Accounts Payable	SALDIVAR, FRANK	$822.27
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$822.27
91318	12/13/2012 Open		Accounts Payable	SCHNEIDER, ELAINE	$120.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$120.00
91319	12/13/2012 Open		Accounts Payable	SUNGARD PUBLIC SECTOR USER'S GROUP ASSOC, INC.	$195.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$195.00
91320	12/13/2012 Open		Accounts Payable	WHITE, KENNETH	$13.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$13.00
91321	12/13/2012 Open		Accounts Payable	WOODSIDE MANAGEMENT GROUP	$600.00
	Paying Fund	Cash Amount			Amount

Payment Register

From Payment Date: 12/7/2012 - To Payment Date: 12/13/2012

110 - General Fund | 110.11000 (Cash) | $600.00

Type Check Totals: | 83 Transactions | $1,924,382.31

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	$1,924,382.31	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	83	$1,924,382.31	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	$1,924,382.31	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	83	$1,924,382.31	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**83**	**$1,924,382.31**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$1,924,382.31**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**83**	**$1,924,382.31**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$1,924,382.31**	**$0.00**

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
91322	12/14/2012	Open			Accounts Payable	STANISLAUS CTY RECORDER	$57.00		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$57.00			
91323	12/17/2012	Open			Miscellaneous Billing Refund	ZELIDON, GINGER	$384.00		
	Paying Fund			Cash Amount		Amount			
	998 - Due to/from Cash Clearing			998.11000 (Cash)		$384.00			
91324	12/18/2012	Open			Utility Management Refund	BAZLAMIT, GEORGE	$186.76		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$186.76			
91325	12/18/2012	Open			Utility Management Refund	ESTRADA, RUTH	$248.36		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$248.36			
91326	12/18/2012	Open			Utility Management Refund	HINOJOSA, LUCIA	$93.85		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$93.85			
91327	12/18/2012	Open			Utility Management Refund	MENDOZA-HERNANDEZ, MARTIN	$187.18		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$187.18			
91328	12/18/2012	Open			Utility Management Refund	NILSSON, ERICA	$86.27		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$86.27			
91329	12/18/2012	Open			Utility Management Refund	ODISHO, KAMELIA	$313.97		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$313.97			
91330	12/20/2012	Open			Accounts Payable	TID	$3,538.60		
	Paying Fund			Cash Amount		Amount			
	255 - CDBG			255.11000 (Cash)		$105.60			
	305 - Capital Facility Fees			305.11000 (Cash)		$56.64			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$3,376.36			

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

91331	12/20/2012	Open	Accounts Payable	A & A PORTABLES INC	$1,238.12
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$710.12
	301 - Capital Improvement		301.11000 (Cash)		$528.00
91332	12/20/2012	Open	Accounts Payable	ACCOUNTEMPS INC	$699.60
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$349.80
	420 - WATER		420.11000 (Cash)		$349.80
91333	12/20/2012	Open	Accounts Payable	ACTIVE NETWORK INC, THE	$3,749.10
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$3,749.10
91334	12/20/2012	Open	Accounts Payable	ADVANCED PUBLIC SAFETY	$3,700.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$3,700.00
91335	12/20/2012	Open	Accounts Payable	AIR QUALITY ANALYSIS LAB	$120.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$120.00
91336	12/20/2012	Open	Accounts Payable	AIRGAS NCN	$231.22
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$231.22
91337	12/20/2012	Open	Accounts Payable	ALL VALLEY SMOG INC	$198.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$24.75
	405 - Building		405.11000 (Cash)		$24.75
	420 - WATER		420.11000 (Cash)		$74.25
	425 - Transit - Dial A Ride		425.11000 (Cash)		$74.25
91338	12/20/2012	Open	Accounts Payable	AMERICA'S AUTO GLASS	$130.15
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$130.15
91339	12/20/2012	Open	Accounts Payable	ANYTHING VINYL LLC	$267.36
	Paying Fund		Cash Amount		Amount
	112 - Capital Purchases		112.11000 (Cash)		$267.36
91340	12/20/2012	Open	Accounts Payable	APPLIED INDUST TECH	$2,517.50
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,517.50
91341	12/20/2012	Open	Accounts Payable	APPLIED PEST MANAGEMENT INC	$440.00
	Paying Fund		Cash Amount		Amount

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$440.00
91342	12/20/2012 Open		Accounts Payable	ARMOR FIRE EXTINGUISHER	$26.86
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$26.86
91343	12/20/2012 Open		Accounts Payable	AT&T / CALNET 2	$1,285.80
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$706.99
	205 - Sports Facilities	205.11000 (Cash)			$16.00
	255 - CDBG	255.11000 (Cash)			$66.09
	405 - Building	405.11000 (Cash)			$54.70
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$187.61
	420 - WATER	420.11000 (Cash)			$178.56
	426 - Transit - BLAST	426.11000 (Cash)			$66.47
	502 - Engineering	502.11000 (Cash)			$9.38
91344	12/20/2012 Open		Accounts Payable	AT&T MOBILITY	$944.71
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$844.92
	501 - Information Technology	501.11000 (Cash)			$99.79
91345	12/20/2012 Open		Accounts Payable	AT&T/SBC	$97.60
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$97.60
91346	12/20/2012 Open		Accounts Payable	AVID IDENTIFICATION INC	$565.69
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$565.69
91347	12/20/2012 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$2,813.68
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,404.24
	217 - Streets - Gas Tax	217.11000 (Cash)			$978.11
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$431.33
91348	12/20/2012 Open		Accounts Payable	CALIF CAD SOLUTIONS INC	$12,964.54
	Paying Fund	Cash Amount			Amount
	501 - Information Technology	501.11000 (Cash)			$12,964.54
91349	12/20/2012 Open		Accounts Payable	CALIFORNIA PEACE OFFICER'S ASSOCIATION	$2,212.50
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,212.50
91350	12/20/2012 Open		Accounts Payable	CAROLLO ENGINEERS	$53,578.37

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$26,270.47
	411 - Storm Drainage Construction	411.11000 (Cash)			$27,307.90
91351	12/20/2012 Open		Accounts Payable	CHAMPION INDUSTRIAL	$1,586.89
	Paying Fund	Cash Amount			Amount
	301 - Capital Improvement	301.11000 (Cash)			$769.60
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$817.29
91352	12/20/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS	$1,264.95
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$49.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$164.97
	501 - Information Technology	501.11000 (Cash)			$1,049.99
91353	12/20/2012 Open		Accounts Payable	CINCINNATI LIFE INS INC	$829.94
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$829.94
91354	12/20/2012 Open		Accounts Payable	CITY OF TURLOCK - CASH	$556.97
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$311.21
	405 - Building	405.11000 (Cash)			$74.04
	426 - Transit - BLAST	426.11000 (Cash)			$116.75
	502 - Engineering	502.11000 (Cash)			$54.97
91355	12/20/2012 Open		Accounts Payable	CODE PUBLISHING COMPANY	$171.60
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$171.60
91356	12/20/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$231,376.41
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$231,376.41
91357	12/20/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$4,985.38
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$4,985.38
91358	12/20/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$1,754.65
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$1,754.65
91359	12/20/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN=	$132,835.36
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$132,835.36
91360	12/20/2012 Open		Accounts Payable	COMMUNITY VETERINARY CLIN	$1,257.84

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$887.84
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$370.00
91361	12/20/2012 Open		Accounts Payable	COOK/ARTHUR INC	$1,302.75
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,302.75
91362	12/20/2012 Open		Accounts Payable	COUNTY BANK VISA	$1,476.87
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,157.50
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$197.26
	420 - WATER	420.11000 (Cash)			$21.91
	502 - Engineering	502.11000 (Cash)			$100.20
91363	12/20/2012 Open		Accounts Payable	CREATIVE BUS SALES INC	$668.00
	Paying Fund	Cash Amount			Amount
	425 - Transit - Dial A Ride	425.11000 (Cash)			$668.00
91364	12/20/2012 Open		Accounts Payable	CSJVRMA	$135,924.00
	Paying Fund	Cash Amount			Amount
	512 - Casualty Insurance	512.11000 (Cash)			$135,924.00
91365	12/20/2012 Open		Accounts Payable	CULLIGAN INC	$29.89
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$29.89
91366	12/20/2012 Open		Accounts Payable	DAIMLER BUSES NO AMERICA	$238.37
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$238.37
91367	12/20/2012 Open		Accounts Payable	DAVIS DIGITAL SYSTEMS	$792.41
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$792.41
91368	12/20/2012 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$31,179.00
	Paying Fund	Cash Amount			Amount
	116 - Special Public Safety	116.11000 (Cash)			$31,179.00
91369	12/20/2012 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS	$7,828.23
	Paying Fund	Cash Amount			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$3,416.58
	420 - WATER	420.11000 (Cash)			$4,411.65
91370	12/20/2012 Open		Accounts Payable	DYETT & BHATIA URBAN	$12,619.77
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$12,619.77

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

91371	12/20/2012	Open	Accounts Payable	EQUIFAX	$35.66
	Paying Fund		Cash Amount		Amount
	255 - CDBG		255.11000 (Cash)		$35.66
91372	12/20/2012	Open	Accounts Payable	ERB BROTHERS INC	$416.75
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$416.75
91373	12/20/2012	Open	Accounts Payable	FARIA, JAMIE	$376.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$377.50
	110 - General Fund		110.11000 (Cash)		($1.50)
91374	12/20/2012	Open	Accounts Payable	FERGUSON ENTERPRISES INC	$3,199.78
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$3,199.78
91375	12/20/2012	Open	Accounts Payable	FIRST TRANSIT INC	$44,174.36
	Paying Fund		Cash Amount		Amount
	425 - Transit - Dial A Ride		425.11000 (Cash)		$14,398.12
	426 - Transit - BLAST		426.11000 (Cash)		$29,776.24
91376	12/20/2012	Open	Accounts Payable	FRANCHISE TAX BOARD	$30.92
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$32.42
	110 - General Fund		110.11000 (Cash)		($1.50)
91377	12/20/2012	Open	Accounts Payable	GAGAN INC	$8.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$8.00
91378	12/20/2012	Open	Accounts Payable	GEOANALYTICAL LAB INC	$1,856.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$798.00
	420 - WATER		420.11000 (Cash)		$1,058.00
91379	12/20/2012	Open	Accounts Payable	GOMES & SONS INC, JOE M	$987.31
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$987.31
91380	12/20/2012	Open	Accounts Payable	GRAINGER INC, W W	$1,538.36
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,148.15
	420 - WATER		420.11000 (Cash)		$390.21
91381	12/20/2012	Open	Accounts Payable	GROENIGER & CO INC	$2,504.69
	Paying Fund		Cash Amount		Amount

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,061.51
	420 - WATER	420.11000 (Cash)			$1,443.18
91382	12/20/2012 Open		Accounts Payable	GUINN III, MARVIN, OLIVER	$216.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$216.00
91383	12/20/2012 Open		Accounts Payable	HARRIS BUILDERS INC	$5,747.97
	Paying Fund	Cash Amount			Amount
	241 - Asset Replacement	241.11000 (Cash)			$2,873.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,436.99
	420 - WATER	420.11000 (Cash)			$1,436.99
91384	12/20/2012 Open		Accounts Payable	HILMAR READY MIX	$51.00
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$51.00
91385	12/20/2012 Open		Accounts Payable	HORIZON WATER & ENVIR LLC	$1,551.25
	Paying Fund	Cash Amount			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$1,551.25
91386	12/20/2012 Open		Accounts Payable	HOWK SYSTEMS INC	$2,473.28
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$916.34
	420 - WATER	420.11000 (Cash)			$1,556.94
91387	12/20/2012 Open		Accounts Payable	HUNTINGTON COURT REPORTER	$826.96
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$826.96
91388	12/20/2012 Open		Accounts Payable	ITRON INC	$4,812.02
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$4,812.02
91389	12/20/2012 Open		Accounts Payable	JCS PROPERTIES INC	$1,775.17
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,775.17
91390	12/20/2012 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	$21,442.25
	Paying Fund	Cash Amount			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$20,253.25
	420 - WATER	420.11000 (Cash)			$784.00
	426 - Transit - BLAST	426.11000 (Cash)			$405.00
91391	12/20/2012 Open		Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	$841.62
	Paying Fund	Cash Amount			Amount

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	110 - General Fund	110.11000 (Cash)		$802.96	
	405 - Building	405.11000 (Cash)		$19.33	
	505 - Fleet	505.11000 (Cash)		$19.33	
91392	12/20/2012 Open	Accounts Payable	LEAGUE OF CA CITIES		$18,076.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$18,076.00	
91393	12/20/2012 Open	Accounts Payable	MAGIC SANDS MOBILE HOME		$260.64
	Paying Fund	Cash Amount		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$260.64	
91394	12/20/2012 Open	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC		$192.00
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$192.00	
91395	12/20/2012 Open	Accounts Payable	MISSION LINEN SUPPLY INC		$2,627.74
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$737.98	
	205 - Sports Facilities	205.11000 (Cash)		$142.87	
	217 - Streets - Gas Tax	217.11000 (Cash)		$69.12	
	246 - Landscape Assessment	246.11000 (Cash)		$126.72	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,193.00	
	420 - WATER	420.11000 (Cash)		$170.70	
	505 - Fleet	505.11000 (Cash)		$187.35	
91396	12/20/2012 Open	Accounts Payable	MODESTO JANITORIAL SUPPLY		$340.16
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$340.16	
91397	12/20/2012 Open	Accounts Payable	MODESTO POLICE DEPARTMENT		$54,826.44
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$54,826.44	
91398	12/20/2012 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL		$276.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$276.00	
91399	12/20/2012 Open	Accounts Payable	MULBERRY MOBILE PARK		$235.36
	Paying Fund	Cash Amount		Amount	
	625 - Successor Agency - LMI	625.11000 (Cash)		$235.36	
91400	12/20/2012 Open	Accounts Payable	NAPA AUTO PARTS		$111.75
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$90.27	

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	426 - Transit - BLAST	426.11000 (Cash)		$21.48	
91401	12/20/2012 Open	Accounts Payable	NEW WORLD SYSTEM CORP		$67,168.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$48,193.00	
	240 - Small Equipment Replacement	240.11000 (Cash)		$6,969.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$6,003.00	
	420 - WATER	420.11000 (Cash)		$6,003.00	
91402	12/20/2012 Open	Accounts Payable	NEXT LEVEL PARTS INC		$148.86
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$53.47	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$95.39	
91403	12/20/2012 Open	Accounts Payable	NORDIC INC		$133.69
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$133.69	
91404	12/20/2012 Open	Accounts Payable	O'REILLY AUTO PARTS		$40.97
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$40.97	
91405	12/20/2012 Open	Accounts Payable	OVERAA & CO INC, C		$1,120,293.63
	Paying Fund	Cash Amount		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)		$1,120,293.63	
91406	12/20/2012 Open	Accounts Payable	P G & E		$6,225.85
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$539.15	
	217 - Streets - Gas Tax	217.11000 (Cash)		$8.38	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$282.61	
	426 - Transit - BLAST	426.11000 (Cash)		$13.68	
	505 - Fleet	505.11000 (Cash)		$5,379.85	
	625 - Successor Agency - LMI	625.11000 (Cash)		$2.18	
91407	12/20/2012 Open	Accounts Payable	PACIFIC STORAGE COMPANY		$300.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$289.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$11.00	
91408	12/20/2012 Open	Accounts Payable	PACIFIC TIRE & WHEEL		$75.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$40.50	
	217 - Streets - Gas Tax	217.11000 (Cash)		$3.00	
	246 - Landscape Assessment	246.11000 (Cash)		$9.00	

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$12.00	
	420 - WATER	420.11000 (Cash)		$3.00	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$7.50	
91409	12/20/2012 Open	Accounts Payable	PLATT ELECTRIC SUPPLY		$5,400.60
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$405.10	
	217 - Streets - Gas Tax	217.11000 (Cash)		$824.14	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,171.36	
91410	12/20/2012 Open	Accounts Payable	PRESORT CTR STOCKTON INC		$8,955.38
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,985.12	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,985.13	
	420 - WATER	420.11000 (Cash)		$2,985.13	
91411	12/20/2012 Open	Accounts Payable	PROTECH SECURITY/ELEC INC		$70.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$70.00	
91412	12/20/2012 Open	Accounts Payable	RAY MORGAN COMPANY		$2,010.93
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,596.66	
	205 - Sports Facilities	205.11000 (Cash)		$8.39	
	217 - Streets - Gas Tax	217.11000 (Cash)		$3.76	
	246 - Landscape Assessment	246.11000 (Cash)		$3.76	
	405 - Building	405.11000 (Cash)		$21.66	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$159.55	
	420 - WATER	420.11000 (Cash)		$20.94	
	502 - Engineering	502.11000 (Cash)		$196.21	
91413	12/20/2012 Open	Accounts Payable	REED INC, GEORGE		$54,917.42
	Paying Fund	Cash Amount		Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$54,917.42	
91414	12/20/2012 Open	Accounts Payable	REXEL INC		$663.58
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$663.58	
91415	12/20/2012 Open	Accounts Payable	ROLAND PHD,JOCELYN E		$731.25
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$731.25	
91416	12/20/2012 Open	Accounts Payable	ROLFE CONSTRUCTION		$36,641.50
	Paying Fund	Cash Amount		Amount	

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	420 - WATER		420.11000 (Cash)			$36,641.50
91417	12/20/2012	Open		Accounts Payable	SAFETY-KLEEN CORPORATION	$134.00
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$134.00
91418	12/20/2012	Open		Accounts Payable	SCOTT'S PPE RECON	$3,414.64
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$3,414.64
91419	12/20/2012	Open		Accounts Payable	SHAPE INC	$6,606.06
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$6,606.06
91420	12/20/2012	Open		Accounts Payable	SHARPENING SHOP	$137.43
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$30.75
	246 - Landscape Assessment		246.11000 (Cash)			$49.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$57.68
91421	12/20/2012	Open		Accounts Payable	SIERRA CHEMICAL CO	$6,237.45
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$6,237.45
91422	12/20/2012	Open		Accounts Payable	SIERRA FOOTHILL LAB	$800.00
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$800.00
91423	12/20/2012	Open		Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC	$168,862.50
	Paying Fund		Cash Amount			Amount
	415 - Sewer Bond Projects		415.11000 (Cash)			$168,862.50
91424	12/20/2012	Open		Accounts Payable	SJVAPCD	$181.15
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$181.15
91425	12/20/2012	Open		Accounts Payable	SOUTHWEST SCHOOL &	$597.33
	Paying Fund		Cash Amount			Amount
	270 - Recreation Grants		270.11000 (Cash)			$597.33
91426	12/20/2012	Open		Accounts Payable	SPRINT	$1,140.11
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$233.05
	205 - Sports Facilities		205.11000 (Cash)			$56.18
	217 - Streets - Gas Tax		217.11000 (Cash)			$75.02
	246 - Landscape Assessment		246.11000 (Cash)			$20.56

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	270 - Recreation Grants	270.11000 (Cash)			$42.46
	405 - Building	405.11000 (Cash)			$47.75
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$197.70
	420 - WATER	420.11000 (Cash)			$117.49
	426 - Transit - BLAST	426.11000 (Cash)			$26.62
	502 - Engineering	502.11000 (Cash)			$286.70
	505 - Fleet	505.11000 (Cash)			$36.58
91427	12/20/2012 Open		Accounts Payable	STANISLAUS CO AUDITOR/CON	$1,001,062.00
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,001,062.00
91428	12/20/2012 Open		Accounts Payable	STATE OF CALIFORNIA	$530.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$530.00
91429	12/20/2012 Open		Accounts Payable	SUNGARD PUBLIC SECTOR INC	$69,822.50
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$69,822.50
91430	12/20/2012 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$440.13
	110 - General Fund	110.11000 (Cash)			($1.00)
91431	12/20/2012 Open		Accounts Payable	SWAN ENGINEERING INC	$31,291.10
	Paying Fund	Cash Amount			Amount
	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)			$31,291.10
91432	12/20/2012 Open		Accounts Payable	T I D	$67,836.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12,200.89
	216 - Streets - Local Transportation	216.11000 (Cash)			$26,652.18
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,495.20
	420 - WATER	420.11000 (Cash)			$25,386.25
	426 - Transit - BLAST	426.11000 (Cash)			$85.50
	625 - Successor Agency - LMI	625.11000 (Cash)			$15.98
91433	12/20/2012 Open		Accounts Payable	TBA AUTO PARTS	$2,746.29
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$984.42
	205 - Sports Facilities	205.11000 (Cash)			$146.75
	217 - Streets - Gas Tax	217.11000 (Cash)			$319.14
	246 - Landscape Assessment	246.11000 (Cash)			$181.07

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	255 - CDBG	255.11000 (Cash)			$5.99
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$316.75
	420 - WATER	420.11000 (Cash)			$252.86
	425 - Transit - Dial A Ride	425.11000 (Cash)			$81.63
	426 - Transit - BLAST	426.11000 (Cash)			$457.68
91434	12/20/2012 Open		Accounts Payable	THE MECHANICS BANK	$58,962.82
	Paying Fund	Cash Amount			Amount
	415 - Sewer Bond Projects	415.11000 (Cash)			$58,962.82
91435	12/20/2012 Open		Accounts Payable	THOMAS MFG CO INC	$1,433.00
	Paying Fund	Cash Amount			Amount
	228 - Park Development Tax	228.11000 (Cash)			$1,433.00
91436	12/20/2012 Open		Accounts Payable	TIRE DIST SYSTEM INC	$2,430.67
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$202.11
	246 - Landscape Assessment	246.11000 (Cash)			$347.14
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,881.42
91437	12/20/2012 Open		Accounts Payable	TRANSIT CAPITAL SUPPORT	$15,137.00
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$15,137.00
91438	12/20/2012 Open		Accounts Payable	TURLOCK CHAMBER COMMERCE	$1,840.00
	Paying Fund	Cash Amount			Amount
	426 - Transit - BLAST	426.11000 (Cash)			$1,840.00
91439	12/20/2012 Open		Accounts Payable	TURLOCK SCAVENGER CO INC	$200,000.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$200,000.00
91440	12/20/2012 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,320.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$1,320.00
91441	12/20/2012 Open		Accounts Payable	UNIVAR USA INC	$15,281.53
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$15,281.53
91442	12/20/2012 Open		Accounts Payable	US BANK-VISA	$41,792.11
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12,760.57
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$468.18
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$187.30
	205 - Sports Facilities	205.11000 (Cash)			$1,200.62

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

	216 - Streets - Local Transportation	216.11000 (Cash)			$392.99
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,090.94
	226 - Traffic Tax	226.11000 (Cash)			$636.12
	228 - Park Development Tax	228.11000 (Cash)			$386.56
	240 - Small Equipment Replacement	240.11000 (Cash)			$138.80
	242 - Computer Replacement	242.11000 (Cash)			$1,391.58
	246 - Landscape Assessment	246.11000 (Cash)			$1,206.69
	255 - CDBG	255.11000 (Cash)			$215.77
	265 - Fire Department Grants	265.11000 (Cash)			$453.32
	266 - Police Services Grants	266.11000 (Cash)			$6.98
	270 - Recreation Grants	270.11000 (Cash)			$1,368.87
	405 - Building	405.11000 (Cash)			$526.77
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$13,112.20
	420 - WATER	420.11000 (Cash)			$1,239.72
	426 - Transit - BLAST	426.11000 (Cash)			$292.72
	501 - Information Technology	501.11000 (Cash)			$3,863.75
	502 - Engineering	502.11000 (Cash)			$738.50
	505 - Fleet	505.11000 (Cash)			$113.16
91443	12/20/2012 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$568.53
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$568.53
91444	12/20/2012 Open		Accounts Payable	VERIZON WIRELESS	$2,449.83
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,449.83
91445	12/20/2012 Open		Accounts Payable	VETERINARY MED CTR INC	$105.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$105.00
91446	12/20/2012 Open		Accounts Payable	VISION SERVICE PLAN CA	$10,238.66
	Paying Fund	Cash Amount			Amount
	511 - Health Insurance	511.11000 (Cash)			$10,238.66
91447	12/20/2012 Open		Accounts Payable	WEST COAST SAND & GRAVEL	$3,375.19
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$2,396.71
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$978.48
91448	12/20/2012 Open		Accounts Payable	WEST PUBLISHING CORPORATION	$130.90
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$130.90

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

91449	12/20/2012	Open	Accounts Payable	WEST STEEL & PLASTIC	$131.43
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$131.43
91450	12/20/2012	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	$2,230.71
	Paying Fund		Cash Amount		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$2,230.71
91451	12/20/2012	Open	Accounts Payable	WESTFORK ESTATES	$728.30
	Paying Fund		Cash Amount		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		$728.30
91452	12/20/2012	Open	Accounts Payable	WILLE ELECTRIC SUPPLY INC	$1,716.42
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,716.42
91453	12/20/2012	Open	Accounts Payable	WLC ARCHITECTS INC	$101,207.52
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$101,207.52
91454	12/20/2012	Open	Accounts Payable	BOOKSHOP CAFE,THE	$1,000.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,000.00
91455	12/20/2012	Open	Accounts Payable	CASA MUNRAS MONTEREY	$609.90
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$609.90
91456	12/20/2012	Open	Accounts Payable	CITY CLERKS ASSOCIATION OF CALIFORNIA	$160.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$160.00
91457	12/20/2012	Open	Accounts Payable	HOLEMAN, RUSSELL	$114.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$114.00
91458	12/20/2012	Open	Accounts Payable	HUMPHRES, KEITH	$60.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$60.00
91459	12/20/2012	Open	Accounts Payable	ICMA-RC	$1,594.00
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$1,594.00
91460	12/20/2012	Open	Accounts Payable	JUDITH MELLO & , RICHARD MELLO &	$21,525.00
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$21,525.00

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

91461	12/20/2012	Open	Accounts Payable	KISTLER, RAYDELLE		$9.04
	Paying Fund		Cash Amount		Amount	
	255 - CDBG		255.11000 (Cash)		$9.04	
91462	12/20/2012	Open	Accounts Payable	LANGLEY, PAUL & PAULA		$4,562.25
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$4,562.25	
91463	12/20/2012	Open	Accounts Payable	LUBE N OIL		$300.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$300.00	
91464	12/20/2012	Open	Accounts Payable	MALLORY, DAVID		$230.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$230.00	
91465	12/20/2012	Open	Accounts Payable	PACHECO, MIGUEL		$290.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$290.00	
91466	12/20/2012	Open	Accounts Payable	RODRIGUES, STEVE		$114.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$114.00	
91467	12/20/2012	Open	Accounts Payable	SHERATON HOTELS LOS ANGELES		$291.24
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$291.24	
91468	12/20/2012	Open	Accounts Payable	SILVA, TONY		$750.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$750.00	
91469	12/20/2012	Open	Accounts Payable	SILVEIRA, JAMES		$242.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$242.00	
91470	12/20/2012	Open	Accounts Payable	UNITED KABABAZYN OF CENTRAL CALIFORNIA		$500.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$500.00	
91471	12/20/2012	Open	Accounts Payable	YORK, WAYNE		$98.00
	Paying Fund		Cash Amount		Amount	
	502 - Engineering		502.11000 (Cash)		$98.00	
Type Check Totals:			150 Transactions			$3,992,510.91
AP - Accounts Payable Totals						

Payment Register

From Payment Date: 12/14/2012 - To Payment Date: 12/20/2012

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	150	$3,992,510.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	150	$3,992,510.91	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	150	$3,992,510.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	150	$3,992,510.91	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**150**	**$3,992,510.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**150**	**$3,992,510.91**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**150**	**$3,992,510.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**150**	**$3,992,510.91**	**$0.00**

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 12/21/2012 - To Payment Date: 1/4/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
91472	01/04/2013	Open			Accounts Payable	AFLAC	$4,274.74		
	Paying Fund			Cash Amount		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,274.74			
91473	01/04/2013	Open			Accounts Payable	AMERICAN MESSAGING	$283.07		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$283.07			
91474	01/04/2013	Open			Accounts Payable	AMERICAN MESSAGING	$142.28		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$142.28			
91475	01/04/2013	Open			Accounts Payable	AT&T INFO SYSTEM	$360.37		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$360.37			
91476	01/04/2013	Open			Accounts Payable	AVAYA INC	$12.07		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$12.07			
91477	01/04/2013	Open			Accounts Payable	CHARTER COMMUNICATIONS	$239.96		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$92.48			
	420 - WATER			420.11000 (Cash)		$42.50			
	501 - Information Technology			501.11000 (Cash)		$104.98			
91478	01/04/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	$41,480.53		
	Paying Fund			Cash Amount		Amount			
	511 - Health Insurance			511.11000 (Cash)		$41,480.53			
91479	01/04/2013	Open			Accounts Payable	COSTCO	$1,562.56		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$1,562.56			
91480	01/04/2013	Open			Accounts Payable	COUNTY BANK VISA	$5,467.24		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$4,900.53			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$243.64			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$75.14			
	501 - Information Technology			501.11000 (Cash)		$247.93			
91481	01/04/2013	Open			Accounts Payable	DEPT INDUSTRIAL RELATIONS	$19,362.23		

Payment Register

From Payment Date: 12/21/2012 - To Payment Date: 1/4/2013

	Paying Fund	Cash Amount			Amount
	510 - Workers Compensation Ins	510.11000 (Cash)			$19,362.23
91482	01/04/2013 Open		Accounts Payable	FARIA, JAMIE	$376.00
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$377.50
	110 - General Fund	110.11000 (Cash)			($1.50)
91483	01/04/2013 Open		Accounts Payable	FEDERAL EXPRESS	$194.93
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$55.59
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$37.39
	255 - CDBG	255.11000 (Cash)			$20.92
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$28.03
	415 - Sewer Bond Projects	415.11000 (Cash)			$17.15
	420 - WATER	420.11000 (Cash)			$35.85
91484	01/04/2013 Open		Accounts Payable	IMSA	$805.00
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$805.00
91485	01/04/2013 Open		Accounts Payable	ING LIFE INSURANCE AND	$121.34
	Paying Fund	Cash Amount			Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)			$121.34
91486	01/04/2013 Open		Accounts Payable	LANCASTER, PHIL	$7,250.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$7,250.00
91487	01/04/2013 Open		Accounts Payable	OMNI-MEANS INC	$430.00
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$430.00
91488	01/04/2013 Open		Accounts Payable	P G & E	$483.87
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$483.87
91489	01/04/2013 Open		Accounts Payable	SHELL FLEET PLUS	$30.12
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$30.12
91490	01/04/2013 Open		Accounts Payable	SOUTHWEST SCHOOL &	$215.11
	Paying Fund	Cash Amount			Amount
	270 - Recreation Grants	270.11000 (Cash)			$215.11
91491	01/04/2013 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Amount			Amount

Payment Register

From Payment Date: 12/21/2012 - To Payment Date: 1/4/2013

	104 - Payroll Clearing Fund	104.11000 (Cash)			$440.13	
	110 - General Fund	110.11000 (Cash)			($1.00)	
91492	01/04/2013 Open		Accounts Payable	T I D		$37,383.02
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$570.48	
	205 - Sports Facilities	205.11000 (Cash)			$846.67	
	216 - Streets - Local Transportation	216.11000 (Cash)			$12,567.24	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,528.80	
	420 - WATER	420.11000 (Cash)			$18,604.38	
	426 - Transit - BLAST	426.11000 (Cash)			$265.45	
91493	01/04/2013 Open		Accounts Payable	TURLOCK DOWNTOWN &		$2,000.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$2,000.00	
91494	01/04/2013 Open		Accounts Payable	UNITED RESOURCE SYSTEMS INC		$60.05
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$19.58	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$23.18	
	420 - WATER	420.11000 (Cash)			$17.29	
91495	01/04/2013 Open		Accounts Payable	AFLAC GROUP INSURANCE		$3,111.42
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$3,111.42	
91496	01/04/2013 Open		Accounts Payable	LAZAR, JOHN		$154.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$154.00	
91497	01/04/2013 Open		Accounts Payable	WASDEN, ROY		$214.61
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$214.61	
Type Check Totals:			26 Transactions			$126,453.65

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$126,453.65	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	26	$126,453.65	$0.00

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 12/21/2012 - To Payment Date: 1/4/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	26	$126,453.65	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	26	$126,453.65	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**26**	**$126,453.65**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**26**	**$126,453.65**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**26**	**$126,453.65**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**26**	**$126,453.65**	**$0.00**

5B

DRAFT

JANUARY 8, 2013
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Regular Meeting
Turlock City Council

---

1. A. CALL TO ORDER –Mayor Lazar called the meeting to order at 7:01 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:

A. Mayor Lazar recommended that Councilmember DeHart be appointed as Vice-Mayor for the 2013 calendar year.

Action: Motion by Councilmember White, seconded by Councilmember Bublak, appointing Councilmember DeHart as Vice-Mayor for the 2013 year. Motion carried unanimously.

B. Mayor Lazar recommended that Soraya Fregosi and Jeanine Bean be reappointed to fill vacancies on the Planning Commission for terms to expire on December 31, 2016.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, reappointing Soraya Fregosi and Jeanine Bean to fill vacancies on the Planning Commission for terms to expire on December 31, 2016. Motion carried unanimously.

C. Mayor Lazar recommended that Mike Dowd and Richard Salinas be reappointed to fill vacancies on the Parks, Recreation and Community Programs Commission for terms to expire on December 31, 2015, and appointing Jeremy Rocha to fill a vacant, unexpired term ending December 31, 2014.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, reappointing Mike Dowd and Richard Salinas to the Parks, Recreation and Community Programs Commission for terms to expire on December 31, 2015, and appointing Jeremy Rocha to fill a vacant, unexpired term ending December 31, 2014. Motion carried unanimously.

D. Mayor Lazar recommended that Sergio Alvarado be appointed to fill a vacancy as an Alternate Member of the Arts Commission for a term to expire June 30, 2014.

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, appointing Sergio Alvarado as an Alternate Member of the Arts Commission for a term to expire June 30, 2014. Motion carried unanimously.

E. Mayor Lazar requested to be named as the City of Turlock's representative to The Alliance.

Action: Motion by Councilmember Bublak, seconded by Councilmember White, appointing Mayor Lazar as the City of Turlock's representative to The Alliance. Motion carried unanimously.

F. Mayor Lazar recommended that Councilmember Forrest White be appointed as Member and Councilmember Steven Nascimento be appointed as Alternate Member, as the City of Turlock's representatives to the Stanislaus Council of Governments (StanCOG).

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, appointing Councilmember Forrest White as Member and Councilmember Steven Nascimento as Alternate Member, as the City of Turlock's representatives to the Stanislaus Council of Governments (StanCOG). Motion carried unanimously.

G. Mayor Lazar recommended that Councilmember Steven Nascimento be appointed as Member and Councilmember Bill DeHart be appointed as Alternate Member, as the City of Turlock's representatives to the League of California Cities, Central Valley Division, Executive Committee.

Action: Motion by Councilmember White, seconded by Councilmember Bublak, appointing Councilmember Steven Nascimento as Member and Councilmember Bill DeHart as Alternate Member, as the City of Turlock's representatives to the League of California Cities, Central Valley Division, Executive Committee. Motion carried unanimously.

H. Mayor Lazar recommended that Councilmember Forrest White be appointed as Member and Councilmember Amy Bublak be appointed as Alternate Member, as the City of Turlock's representatives to the Regional Surface Water Supply Project Advisory Committee.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing Councilmember Forrest White as Member and Councilmember Amy Bublak as Alternate Member, as the City of Turlock's representatives to the Regional Surface Water Supply Project Advisory Committee. Motion carried unanimously.

I. Mayor Lazar recommended that he and Councilmember Bill DeHart be appointed as Members and Councilmember Forrest White be appointed as Alternate Member, as the City of Turlock's representatives to City of Turlock/Turlock Unified School District Joint Meetings.

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, appointing Mayor Lazar and Councilmember Bill DeHart as Members and Councilmember Forrest White as Alternate Member, as the City of Turlock's representatives to City of Turlock/Turlock Unified School District Joint Meetings. Motion carried unanimously.

J. Mayor Lazar recommended that Housing Program Services Manager Maryn Pitt be appointed as Alternate Member, as the City of Turlock's representative to the Stanislaus County Economic Development Action Committee (EDAC).

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Maryn Pitt as Alternate Member, as the City of Turlock's representative to the Stanislaus County Economic Development Action Committee (EDAC). Motion carried unanimously.

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. City Clerk Kellie Weaver provided information regarding upcoming Board, Commission, and Committee vacancies.

2. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including permit tracking information, the Harding Drain Bypass Project, Golden State Median Project and the Sewer Lift Station at West Main Street/Clinton which will provide Blue Diamond with service.

   Mr. Pitcock also provided information to Council on federal grant projects, including upcoming road reconstruction/rehabilitation and traffic signal projects.

Mayor Lazar handled Items 3C and 4A after Item 5 Consent Calendar.

C. PUBLIC PARTICIPATION: None

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

5. CONSENT CALENDAR:
Mayor Lazar asked that Item 5K be removed from the Consent Calendar for separate consideration and noted green sheets for Items 2B and 5O.

Action: Motion by Councilmember Bill DeHart, seconded by Councilmember White, and unanimously carried to adopt the amended consent calendar as follows:

A. **Resolution No. 2013-001** Accepting Demands of 11/29/12 in the amount of $3,626,348.51; Demands of 12/6/12 in the amount of $1,256,775.15
B. *Motion*: Accepting Minutes of Regular Meeting of December 11, 2012
C. *Motion*: Approving Amendment No.1 to the Professional Services Agreement between the City of Turlock and AECOM Technical Services, Inc., to develop a countywide financial model for the ten jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan update scenarios

D. **Resolution No. 2013-002** Appropriating $5,272.53 from Fund 307 (Sewer) Reserve to 307-40-456.43272 "Reimburse Developers" and $148,008.34 from Fund 307 (Water) Reserve to 307-40-458.43272 "Reimburse Developers" for reimbursement of constructed NE Turlock Master Plan public improvements"

E. *Motion*: Reaffirming the emergency declaration of the City Manager that there is a need to replace the roof at the Marty Yerby Center without compliance to the formal competitive bid procedure

F. *Motion*: Accepting improvements for City Project No. 12-56, "Demolition of a Pole Barn at the Corporation Yard," and authorizing the City Engineer to file a Notice of Completion

G. *Motion*: Accepting improvements for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation," and authorizing the City Engineer to file a Notice of Completion

H. 1. *Motion*: Approving Amendment No. 2 to the Retainer Agreement (Contract No. 11-915) with 4Leaf, Inc., of Pleasanton, California, for plan check services in an increased amount of $17,500 with the total amount not to exceed $40,000

2. *Motion*: Approving Amendment No. 2 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc. of Sacramento, California, for plan check services in an increased amount of $17,500 with the total amount not to exceed $60,000

I. *Motion*: Approving an amendment to the procurement contract for commercial and industrial water meters with Badger Meter, Inc., from $26,566 to $200,000 for Fiscal Year 2012-13

J. *Motion*: Approving the purchase of rubber bark from tire-derived products with Rubber Bark, Inc., of Ballico, California, in an amount not to exceed $149,588

K. *Removed for separate consideration.*

L. **Resolution No. 2013-003** Approving the purchase of one (1) replacement unmarked police vehicle for Turlock Police Department from Wondries Fleet Group of Alhambra, California, from account number 112-10-116.51115 "Unmarked Police Vehicles" in an amount not to exceed $30,379.03

M. **Resolution No. 2013-004** Appropriating $3,700 to account number 266-20-255-50.44001_000 "OTS Vehicle Impound General Supplies" to be funded from Vehicle Impound reserves, in Fund 266 "Police Grants," for the purchase of traffic safety officer equipment

N. **Resolution No. 2013-005** Approving a refund of $3,122 to the Turlock Downtown Property Owners Association (TDPOA) for one-half of the administrative fee charged for Fiscal Year 2012-13

O. 1. **Resolution No. 2013-006** Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2012-13 Appropriation Limit for the City of Turlock

2. **Resolution No. 2013-007** Rescinding Resolution 2011-247 and Adopting a new Resolution to make certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Appropriation Limit for the City of Turlock for the Fiscal Year 2011-12

P. *Motion*: Rejecting Claim for Damages filed by Pasqual Ceballos

Item 5K Municipal Services Director Dan Madden presented the staff report on the request to approve multiple agreements with Pace Supply, Groeniger Company (DBA Ferguson Enterprises), HD Supply, and R & B Company for the purchase of pipe and pipe fittings for Municipal Services Utilities Division for the terms of six (6) months each, with an aggregate value of $60,000, in accordance with the terms and conditions set within each agreement.

Council discussion included acknowledging efforts by City staff to be fiscally responsible with available funding.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Action: Motion by Councilmember DeHart, seconded by Councilmember White, Approving multiple agreements with Pace Supply, Groeniger Company (DBA Ferguson Enterprises), HD Supply, and R & B Company for the purchase of pipe and pipe fittings for Municipal Services Utilities Division for the terms of six (6) months each, with an aggregate value of $60,000, in accordance with the terms and conditions set within each agreement. Motion carried unanimously.

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Municipal Services Director Dan Madden presented the staff report on the request to obtain proposals for professional consulting services to assist in the preparation of a Water Rate Study.

Council and staff discussion included the structural imbalance in the current rate system, future surface water project, the current deficit as it relates to the recent installation of water meters, and current water conservation efforts.

Mayor Lazar asked for public comment. No one spoke. Mayor Lazar closed public comment.

Additional Council discussion included the need to be fiscally responsible, conservation efforts, focus on roadways, utilizing in-house staff for rate study, the diminishing surplus, fee structure, and history of metered water rates.

Action: Motion by Councilmember Bublak, seconded by Mayor Lazar, to make in-house changes to alter rates for one year to keep existing funding and work toward roadways at the same time. Motion failed with Councilmembers Nascimento, White and Mayor Lazar dissenting.

Motion by Councilmember White, seconded by Councilmember Nascimento, Directing staff to obtain proposals for professional consulting services to assist in the preparation of a Water Rate Study, with any professional services contract subject to future Council review and approval. Motion carried with Councilmember Bublak dissenting.

B. Housing Program Services Manager Maryn Pitt presented the staff report on the request to appropriate $15,000 to account number 110-10-112.47248 "Turlock Partnership Incentives Program" from Fund 110 General Fund reserve balance for the Partnership Incentives Program.

Council and staff discussion included receiving specific data relative to the benefits of the program.

Mayor Lazar asked for public comment.

Sharon Silva spoke in favor of the program for reasons including growth in program participation and the benefit it is providing to small businesses in particular.

Mayor Lazar closed public comment.

Action: **Resolution No. 2013-008** Appropriating $15,000 to account number 110-10-112.47248 "Turlock Partnership Incentives Program" from Fund 110 General Fund reserve balance for the Partnership Incentives Program was introduced by Councilmember Bublak, seconded by Councilmember Nascimento, and carried unanimously.

Mayor Lazar reopened Public Participation portion of the meeting.

John Goldsmith spoke regarding encouraging public safety to develop a gun buy-back program and including a tier-rate system in the water rate RFP.

Mayor Lazar closed Public Participation portion of the meeting.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Bublak asked that consideration be given to directive enforcement in regard to panhandling and people being unsafe in the medians.

10. COUNCIL COMMENTS:

Councilmember Nascimento announced two upcoming crab/cioppino feed fundraisers by Turlock Police Activities League (PAL) on January 11, 2013 and Turlock Firefighters on January 19, 2013.

Mayor Lazar announced a reception for newly elected officials hosted by the Turlock Chamber of Commerce on Wednesday, January 9, 2013, at 5:30 p.m.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 8:00 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of $2,662.50 (Fund 413) for City Project No. 12-22, "Pedretti Park Sewer Line," bringing the contract total to $35,600.50

Motion: Accepting improvements for City Project No. 12-22, "Pedretti Park Sewer Line," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On September 11, 2012, staff awarded a contract in the amount of $32,938 to Swan Engineering of Roseville, California for "Pedretti Park Sewer Line." During Construction, realignment of the sewer line was required to avoid utility conflicts. This realignment increased the quantities of various project bid items. To compensate the contractor for their efforts, Staff and Swan Engineering recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$32,938	September 11, 2012
Change Order No. 1(Final)	$2,662.50	January, 22, 2013
Adjusted Contract Total	35,600.50	

Change order No. 1 (Final) includes increases to the following quantities:

1. Increase in quantity of Item 6, "Sanitary Sewer Cleanout," by 2 each in the amount of $1,200.
2. Increase in quantity of Item 7, "Sanitary Sewer Pipe 6" P.V.C.," by 11 feet in the amount of $385.
3. Increase in quantity of Item 10, "Hot Mix Asphalt," by 1.05 tons in the amount of $577.50.
4. Increase in quantity of Item 11, "Minor Concrete (Sidewalk)," by 25 square feet in the amount of $500.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE

Goal(s): a Community Infrastructure
iii. Provide safe and well maintained facilities for the community, recreation programs, and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 413-51-536.51133 and are available for contingencies such as this Contract Change Order No. 1(Final). The original contract amount of $32,938 will be increased in the amount of $2,662.50, bringing the total contract to $35,600.50.

Note: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

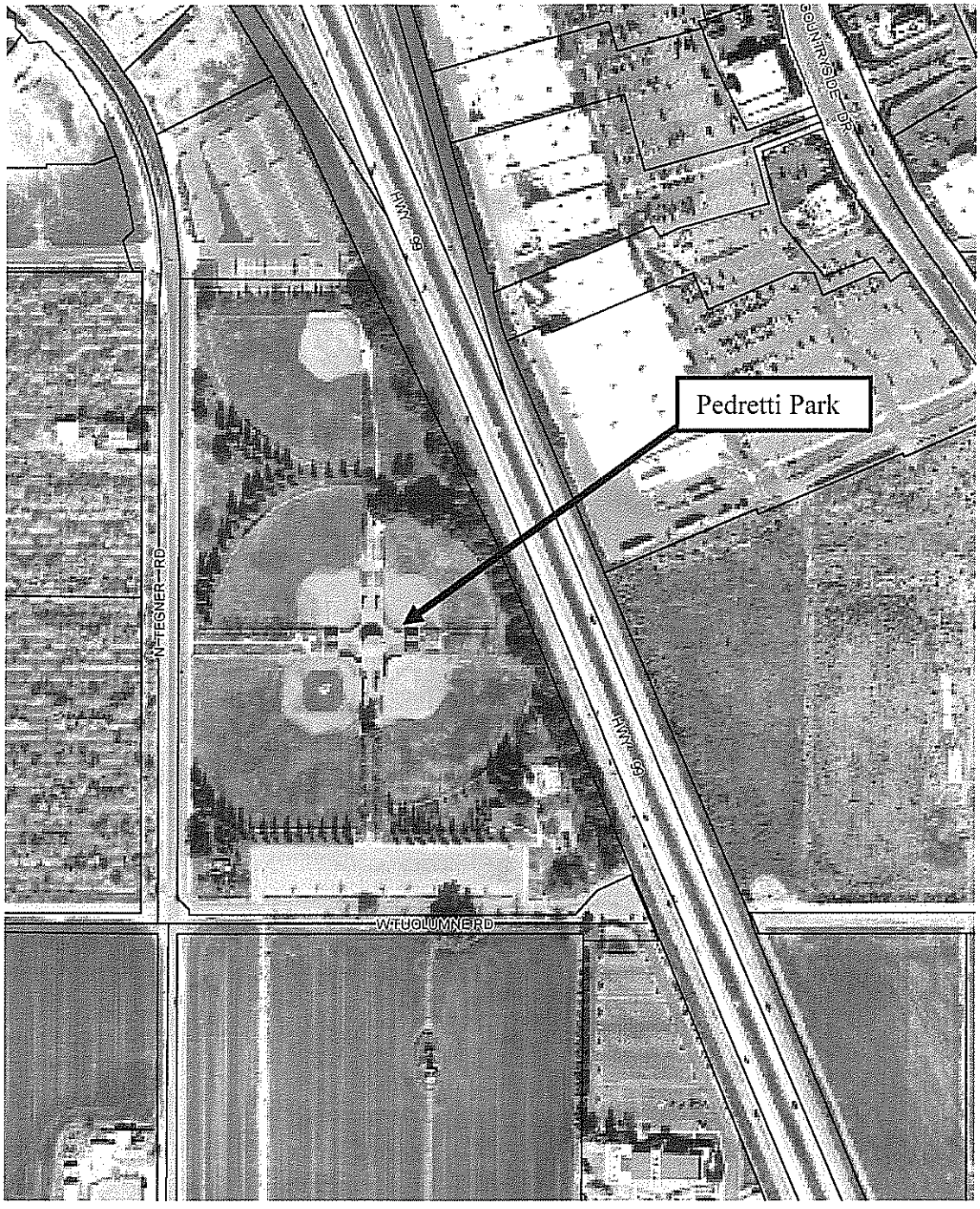
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.

City Project No. 12-22
Pedretti Park Sewer Line



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Swan Engineering
420 Berry St.
Roseville, CA 95678
209.668.5520

Change Order No. 1(Final)

Project Name:	Pedretti Park Sewer Line
Project No.:	12-22
Awarded on:	September 11, 2012
Original Contract Amount:	$32,938.00
Increase to contract:	$2,662.50
Increase percentage:	8.1%
New Contract Total:	$35,600.50

Description of change order:

Increase in quantity of Item 6, "Sanitary Sewer Cleanout," by 2 each	$1,200.00
Increase in quantity of Item 7, "Sanitary Sewer Pipe 6" P.V.C.," by 11 feet	$385.00
Increase in quantity of Item 10, "Hot Mix Asphalt," by 1.05 tons	$577.50
Increase in quantity of Item 11, "Minor Concrete (Sidewalk)," by 25 square feet	$500.00
	$2,662.50

[ ] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[X] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____ 11/3/13
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 22-Jan-13 **Change Order No.:** 1 (FINAL)
Project Name: Pedretti Park Sewer Line

Swan Engineering
420 Berry St.
Roseville, CA 95678

Project No.: 12-22
Contract For: $32,938.00
Contract Award Date: September 11, 2012

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	--	--	--	$35,600.50
Contractor's Bid Amount for Bid Items	--	--	--	$32,938.00
Subtotal of Difference				**$2,662.50**
		Total this CCO=		**$2,662.50**

The original contract sum =	**$32,938.00**
Net change by previous change orders =	**$0.00**
(increased)	**$2,662.50**
The new contract sum including this change order will be =	**$35,600.50**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Pedretti Park Sewer Line **Project No. 12-22**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Remove Existing Improvements	LS	$2,200.00	1.00	$2,200.00	1.00	$2,200.00	$0.00
2	Remove and Salvage Improvements	LS	$875.00	1.00	$875.00	1.00	$875.00	$0.00
3	Relocate Improvements	LS	$850.00	1.00	$850.00	1.00	$850.00	$0.00
4	Clearing and Grubbing	LS	$600.00	1.00	$600.00	1.00	$600.00	$0.00
5	Sanitary Sewer Drop Manhole	EA	$6,200.00	1.00	$6,200.00	1.00	$6,200.00	$0.00
6	Sanitary Sewer Clean-out	EA	$600.00	4.00	$2,400.00	2.00	$1,200.00	$1,200.00
7	Sanitary Sewer Pipe 6" P.V.C.	LF	$35.00	381.00	$13,335.00	370.00	$12,950.00	$385.00
8	Sanitary Sewer Pipe 8" P.V.C.	LF	$82.00	14.00	$1,148.00	14.00	$1,148.00	$0.00
9	Earthwork	LS	$1,700.00	1.00	$1,700.00	1.00	$1,700.00	$0.00
10	Hot Mix Asphalt	TON	$550.00	5.05	$2,777.50	4.00	$2,200.00	$577.50
11	Minor Concrete (Sidewalk)	SF	$20.00	75.00	$1,500.00	50.00	$1,000.00	$500.00
12	Sod Lawn	SF	$1.25	1612.00	$2,015.00	1,612.00	$2,015.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$35,600.50**		**$32,938.00**	**$2,662.50**
C.O. #	*CHANGE ORDERS*							
	SUB-TOTAL CHANGE ORDER ITEMS =				**$0.00**		**$0.00**	**$0.00**
	TOTAL PROJECT =				**$35,600.50**		**$32,938.00**	**$2,662.50**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 12-22
PEDRETTI PARK SEWER LINE

Notice is hereby given that work on the above-referenced project on city's property located at Pedretti Park at N. Tegner Road and W. Tuolumne Road in the City of Turlock was completed by the undersigned agency on January 22, 2013. The contractor of work was Swan Engineering, 420 Berry Street, Roseville, CA 95678, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on January 23, 2013 at Turlock, California, Stanislaus County

5D

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 4 in the amount of $49,489 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to $3,489,458

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $3,430,000 to Golden State Steel, Inc., of Fowler, California for "Turlock Public Safety Facility," Category 06 – Structural Steel. Due to conflicts in scheduling of the off-site improvements that were necessary to begin the on-site work, the Contractor was required to begin construction later than proposed in the bid documents. Additionally, during the over-excavation of the building foundation, contaminated soil was discovered and needed to be removed, causing more delays in construction. In addition, substitution of materials and the deletion of some items resulted in additional review that the Contractor has agreed to compensate the City through credits against the contract price. After review of the proposed changes and the project schedule, City Staff and Golden State Steel, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$3,430,000	2/1/11
Change Order No. 1	($14,660)	1/10/12
Change Order No. 2	$10,748	6/26/12
Change Order No. 3	$13,881	11/13/12
Change Order No. 4	$49,489	1/22/13
Adjusted Contract Total	$3,489,458	

Description of change order:

Change order No. 4 includes 4 items:

1) Add 61 working days from the Notice to Proceed date of April 13, 2011 to the actual start date and 36 working days for delay due to contaminated

soil. The new completion date is now July 18, 2013. The added cost is for increased material costs in the amount of $57,517.

2) Substitution of Grade A steel in lieu of Grade B steel requirement. This occurs on the screen wall stub columns. (decrease of $4,000)

3) Charges for plan check review of tower leg segment connections. Tower legs were shown as one piece. Legs were constructed of multiple pieces. (decrease of $680)

4) Credit to City for not installing the trellis over the trash enclosure. (decrease of $3,348)

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $3,439,969 will be increased in the amount of $49,489, bringing the total contract to $3,489,458 (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

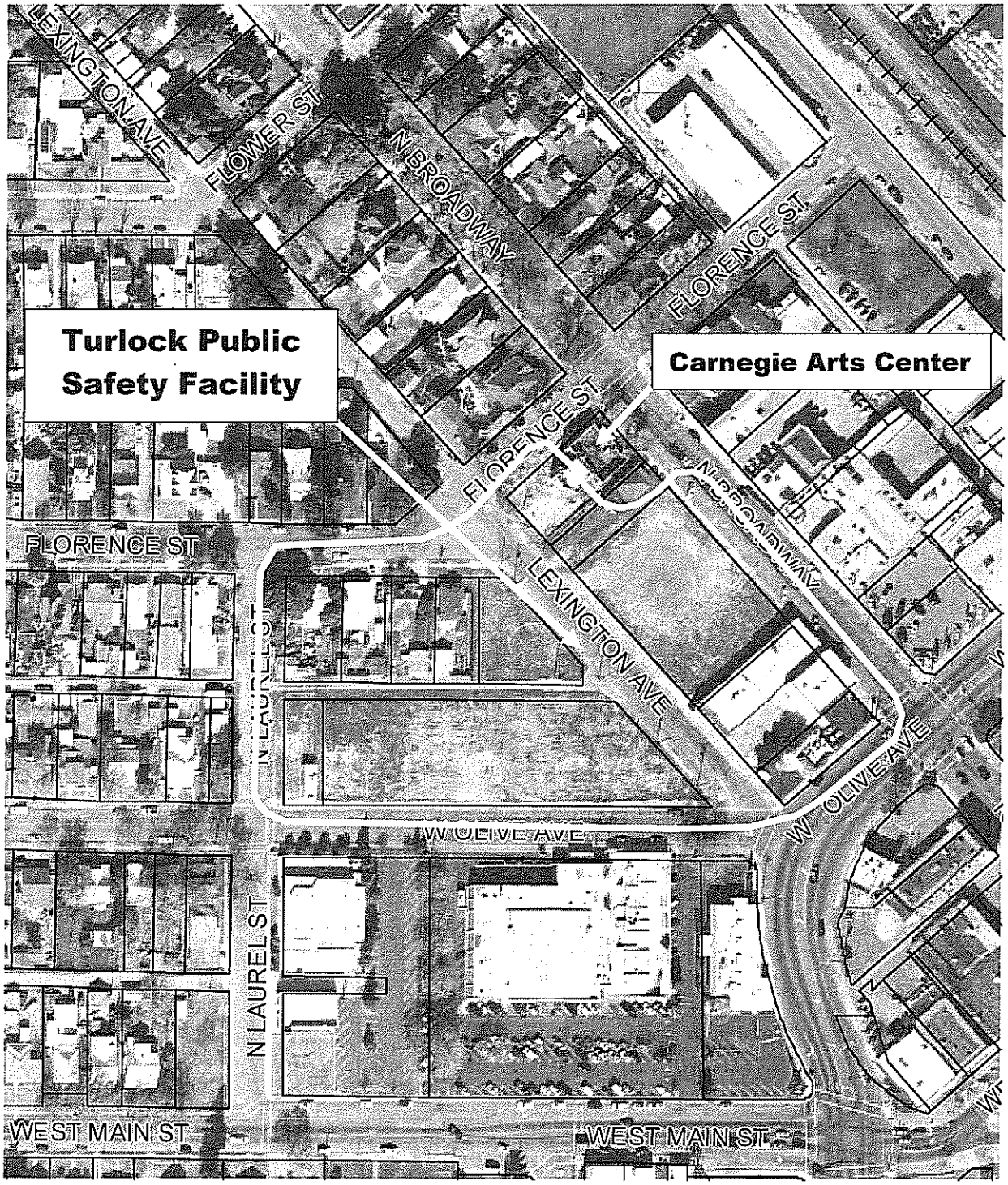
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 4. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed on time per the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Golden State Steel, Inc.
P.O. Box 250
Fowler, CA 93625
559-834-6209

Change Order No.	4

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 06
Awarded on:	February 1, 2011
Original Contract Amount:	$3,430,000.00
Increase to contract:	$49,489.00
Increase percentage:	1.4%
Increase of previous CCOs:	$9,969.00
Cumulative percentage:	1.7%
New Contract Total:	$3,489,458.00

Description of change order:

Add 61 working days from the Notice to Proceed date of April 13, 2011 to the actual start date and 36 working days for delay due to contaminated soil. The new completion date is now July 18, 2013. The added cost is for increased material costs.	$57,517.00
Substitution of Grade A steel in lieu of Grade B steel requirement. This occurs on the screen wall stub columns.	($4,000.00)
Charges for plan check review of tower leg segment connections. Tower legs were shown as one piece. Legs were constructed of multiple pieces.	($680.00)
Credit to City for not installing the trellis over the trash enclosure.	($3,348.00)
	$49,489.00

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services / City Engineer — Date

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services / City Engineer — Date

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services / City Engineer — Date

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 22-Jan-13 **Change Order No.:** 4
Project Name: Turlock Public Safety Facility

Golden State Steel, Inc.
P.O. Box 250
Fowler, CA 93625

Project No.: 0804B - Category 06
Contract For: $3,430,000.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Add 61 working days from the Notice to Proceed date of April 13, 2011 to the actual start date and 36 working days for delay due to contaminated soil. The new completion date is now July 18, 2013. The added cost is for increased material costs.	LS	1	$57,517.00	$57,517.00
2	Substitution of Grade A steel in lieu of Grade B steel requirement. This occurs on the screen wall stub columns.	LS	1	($4,000.00)	($4,000.00)
3	Charges for plan check review of tower leg segment connections. Tower legs were shown as one piece. Legs were constructed of multiple pieces.	LS	1	($680.00)	($680.00)
4	Credit to City for not installing the trellis over the trash enclosure.	LS	1	($3,348.00)	($3,348.00)
			Total this CCO=		$49,489.00

The original contract sum =	$3,430,000.00
Net change by previous change orders =	$9,969.00
The contract sum will be (increased) by this Change Order =	$49,489.00
The new contract sum including this change order will be =	$3,489,458.00
The contract time will be increased by (0) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5E

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of $19,884 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 07 – Framing, Drywall, and Plaster, bringing the contract total to $2,476,517

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $2,456,633 to Tarlton & Son of Fresno, California for "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster. During the course of construction some minor changes were identified to improve the water proofing of the building and clear up some miscellaneous issues. To compensate the contractor for their efforts, Staff recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$2,497,747	2/1/11
Change Order No. 1	($41,114)	9/27/11
Change Order No. 2	$19,884	1/22/13
Adjusted Contract Total	$2,476,517	

Description of change orders:

Change order No. 2 includes 2 items:

1) Install additional flashing at the window heads on the exterior of the rotunda to enhance the waterproofing per RFI 321in the amount of $1,890. Total cost of this change is $3,197. The balance of $1,307 is on ACO 8/7.

2) Install the wall sockets for the wall trellis on West Olive, install wood grounds to attach the wall coping, move the door opening in Room 112 to allow ADA clearance and move wall of Room 183 to allow ADA clearance in the amount of $17,994.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The work is required to complete the construction of the Turlock Public Safety Facility.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $2,456,633 will be increased in the amount of $19,884, bringing the total contract to $2,476,517 (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

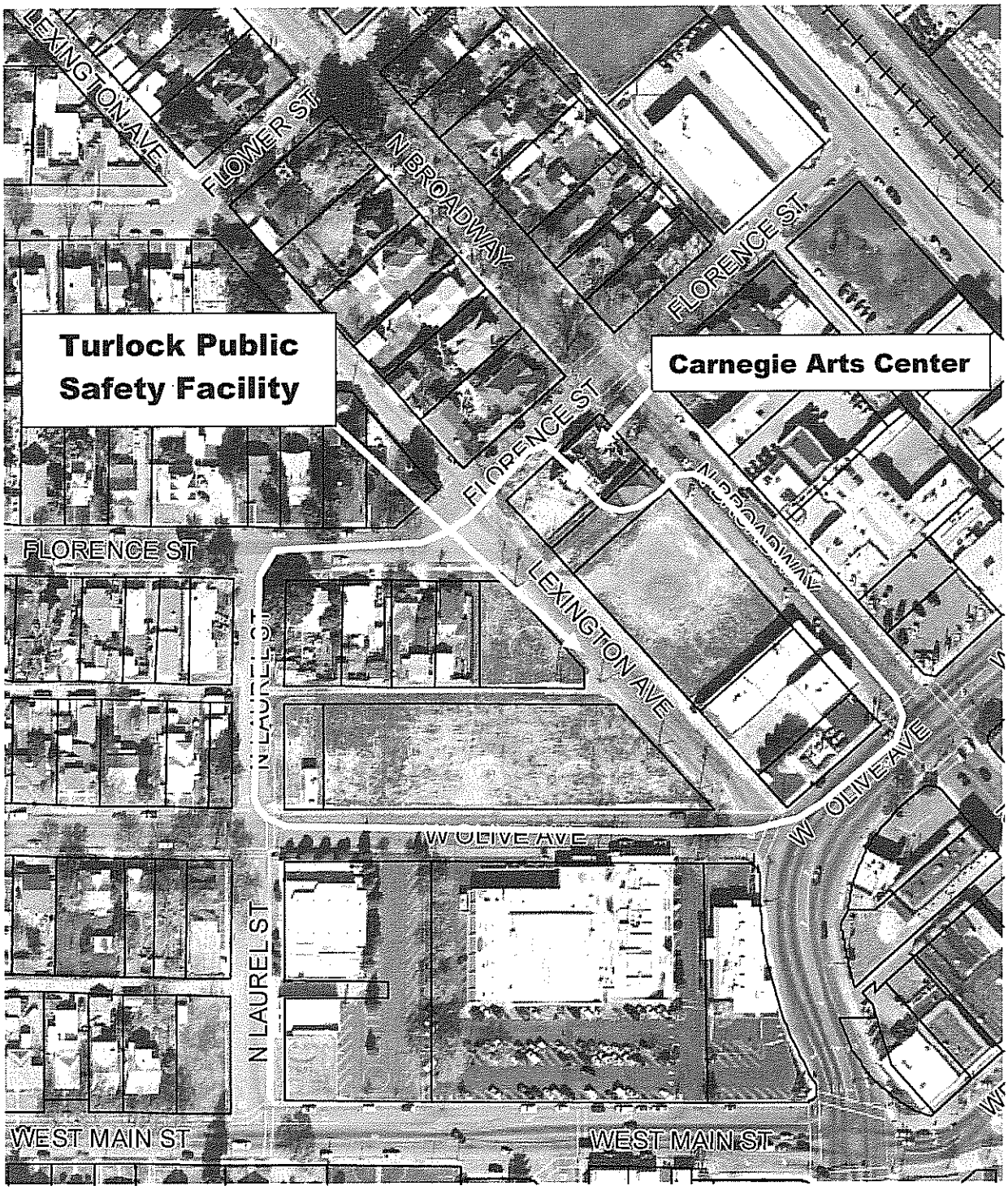
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Orders No. 2. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved schedule.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Tarlton & Son
3562 S. Elm Ave.
Fresno, CA 93706
(559) 486-0584

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 07
Awarded on:	February 1, 2011
Original Contract Amount:	$2,497,747.00
Increase to contract:	$19,884.05
Increase percentage:	0.8%
Increase of previous CCOs	($41,114.00)
Cumulative percentage:	-0.8%
New Contract Total:	$2,476,517.05

Change Order No 2

Description of change order:

Install additional flashing at the window heads on the exterior of the rotunda to enhance the waterproofing per RFI 321. Total cost of this change is $3,197. The balance of $1,307 is on ACO 8/7.	$1,890.00
Install the wall sockets for the wall trellis on West Olive, install wood grounds to attach the wall coping, move the door opening in Room 112 to allow ADA clearance and move wall of Room 183 to allow ADA clearance.	$17,994.05
	$19,884.05

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Recommended: _____
Roy W. Wasden, City Manager — Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 22-Jan-13 **Change Order No.:** 2
Project Name: Turlock Public Safety Facility

Tarlton & Son
3562 S. Elm Ave.
Fresno, CA 93706

Project No.: 0804B - Category 07
Contract For: $2,497,747.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Install additional flashing at the window heads on the exterior of the rotunda to enhance the water proofing per RFI 321. Total cost of this change is $3,197. The balance of $1,307 is on ACO 8/7.	LS	1	$1,890.00	$1,890.00
2	Install the wall sockets for the wall trellis on West Olive. Install wood grounds to attach the wall coping. Move the door opening in Room 112 to allow ADA clearance. Move wall of Room 183 to allow ADA clearance.	LS	1	$17,994.05	$17,994.05
			Total this CCO=		$19,884.05
The original contract sum =					$2,497,747.00
Net change by previous change orders =					($41,114.00)
The contract sum will be (increased) by this Change Order =					$19,884.05
The new contract sum including this change order will be =					$2,476,517.05
The contract time will be increased by (10) working days.					

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5F

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services / City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the decreased amount of ($14,500) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to $1,217,703

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of $1,203,203 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 9 – Doors and Windows. As the project progressed, several changes to glazing, doors and hardware were identified that would provide additional cost savings. In addition, interchangeable Primus cylinders were determined to be necessary for building security and future maintenance ease. Finally, due to conflicts in scheduling of the off-site improvements that were necessary to begin the on-site work, the Contractor was required to begin construction later than proposed in the bid documents. Additionally, during the over-excavation of the building foundation, contaminated soil was discovered and needed to be removed, causing more delays in construction. After review of the proposed changes and the project schedule, City Staff and Diede Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	$1,203,203	2/1/11
Change Order No. 1	($71,000)	11/27/12
Change Order No. 2	($14,500)	1/8/13
Adjusted Contract Total	$1,117,703	

Description of change orders:

Change order No. 2 includes 5 items:

1) Change Windows "CC" in Room 131 and Windows "DD" in Room 156 from security glazing to clear tempered glazing GL-1T. (savings of $22,200)

2) Revise opening 198 to a single door with side light due to space restrictions. (savings of $1,427)

3) Hardware changes per ASI 019 and access control meetings. (savings of $5,546)

4) Provide interchangeable Primus cylinder cores for all locks. Includes special stamping and additional cut and blank keys in the amount of $10,802.

5) Add 61 working days from notice to proceed date of April 13, 2011, to the actual start date, and 36 working days for delay due to contaminated soil in the amount of $3,871. The new completion date is July 18, 2013.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $1,132,203 will be decreased in the amount of ($14,500), bringing the total contract to $1,117,703. (Fund 305)

Note: No General Fund money will be used for this change order.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Orders No. 2. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)

CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Diede Construction, Inc.
P.O.Box 1007
Woodbridge, CA 95258
(209) 369-8255

Change Order No. 2

Project Name:	Turlock Public Safety Facility
Project No.:	0804B - Category 09
Awarded on:	February 1, 2011
Original Contract Amount:	$1,203,203.00
Increase to contract:	($14,500.00)
Increase percentage:	-1.2%
Increase of previous CCOs:	($71,000.00)
Cumulative percentage:	-7.1%
New Contract Total:	$1,117,703.00

Description of change order:

1) Change Windows "CC" in Room 131 and Windows "DD" in Room 156 from security glazing to clear tempered glazing GL-1T. (savings of $22,200)

2) Revise opening 198 to a single door with side light due to space restrictions. (savings of $1,427)

3) Hardware changes per ASI 019 and access control meetings. (savings of $5,546)

4) Provide interchangeable Primus cylinder cores for all locks. Includes special stamping and additional cut and blank keys in the amount of $10,802.

5) Add 61 working days from notice to proceed date of April 13, 2011, to the actual start date, and 36 working days for delay due to contaminated soil in the amount of $3,871. The new completion date is July 18, 2013.

[X] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[ ] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____
Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____
Michael G. Pitcock, Director of Development Services — Date

City Engineer

Recommended: _____

Roy W. Wasden, City Manager Date

Approval by City Council: _____

CONTRACT CHANGE ORDER

Date issued: 22-Jan-13 **Change Order No.:** 2
Project Name: Turlock Public Safety Facility

Diede Construction, Inc.
P.O.Box 1007
Woodbridge, CA 95258

Project No.: 0804B - Category 09
Contract For: $1,203,203.00
Contract Award Date: February 1, 2011

You are directed to make the following changes in this contract as requested by The City of Turlock:

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Change Windows "CC" in Room 131 and Windows "DD" in Room 156 from security glazing to clear tempered glazing GL-1T.	LS	1	($22,200.00)	($22,200.00)
2	Revise opening 198 to a single door with side light due to space restrictions.	LS	1	($1,427.00)	($1,427.00)
3	Hardware changes per ASI 019 and access control meetings.	LS	1	($5,546.00)	($5,546.00)
4	Provide interchangeable Primus cylinder cores for all locks. Includes special stamping and additional cut and blank keys.	LS	1	$10,802.00	$10,802.00
5	Add 61 working days from notice to proceed date of April 13, 2011, to the actual start date, and 36 working days for delay due to contaminated soil. The new completion date is July 18, 2013.	LS	1	$3,871.00	$3,871.00
			Total this CCO=		**($14,500.00)**

The original contract sum =	**$1,203,203.00**
Net change by previous change orders =	**($71,000.00)**
The contract sum will be (decreased) by this Change Order =	**($14,500.00)**
The new contract sum including this change order will be =	**$1,117,703.00**
The contract time will be increased by (10) working days.	

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, Development Services Director/City Engineer

Approved: _____ **Date:** _____
City Manager

5G

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of $4,177.66 (Fund 215) for City Project No. 0945, "Washington and West Main Intersection Improvements," bringing the contract total to $181,800.66

Motion: Accepting improvements for City Project No. 0945, "Washington and West Main Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 22, 2012 Council awarded a contract in the amount of $177,623.00 to Pacific Excavation of Elk Grove, California for City Project No. 0945, "Washington and West Main Intersection Improvements."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	$177,623.00	5/22/12
Change Order No. 1 (Final)	$4,177.66	1/22/13
Adjusted Contract Total	$181,800.66	

This Contract Change Order adjusts the quantities actually used during the course of construction as well as correcting unforeseen deficiencies in the existing conditions as described below.

Modifications to Pole 'A'
In order to avoid an overhead utility line conflict, the electrolier on Pole 'A' was modified. This modification occurred in the field which reduced the height of the electrolier.

Install Bollards
The plans and specifications called for two existing bollards to be removed from the project site. During construction operations, it was decided that the bollards should be relocated to protect the traffic signal cabinet form vehicular damage from Moose Lodge patrons parking on site. While the traffic signal cabinet is within the city right of way, there was no obstruction that would prevent a vehicle from striking it from the adjacent property.

All items of work have been completed in accordance with the City Standards, the Contract Documents and direction from the City Engineer.

3. BASIS FOR RECOMMENDATION:

A) City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

ii) West Side

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Sufficient funds have been appropriated in the approved FY 11/12 budget in account number 215-40-420.51210 "W. Main St. & Washington Ave. Signal".

NOTE: No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Not approve Contract Change Order No. 1. Staff does not recommend this as the changes were needed to construct the project in accordance with City Standards and in a manner that would ensure the best project life expectancy.

B) Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

CONTRACT CHANGE ORDER

Date issued: 22-Jan-13 **Change Order No.:** 1 (FINAL)
Project Name: Washington and West Main Intersection Improvements

Tim Paxin's Pacific Excavation
9796 Kent Street
Elk Grove, CA 95624

Project No.: 0945
Contract For: $177,623.00
Contract Award Date: 22-May-12

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	$179,057.00
Contractor's Bid Amount for Bid Items	—	—	—	$177,623.00
Subtotal of Difference				**$1,434.00**
1. Modifications to Pole 'A'	LS	1	$1,892.00	$1,892.00
2. Install Bollards	LS	1	$851.66	$851.66
			Total this CCO=	$4,177.66

The original contract sum =	**$177,623.00**
Net change by previous change orders =	**$0.00**
The contract sum will be (increased) by this Change Order =	**$4,177.66**
The new contract sum including this change order will be =	**$181,800.66**

The contract time will be changed by (0) working days. The scheduled completion date is unchanged.

Accepted: _____ **Date:** _____
Contractor

Recommended: _____ **Date:** _____
Michael G. Pitcock, P.E., Development Services Director/City Engineer

Approved: _____ **Date:** _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Washington and West Main Intersection Ir Project No. 0945

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Remove Existing Improvements	LS	$500.00	1.00	$500.00	1.00	$500.00	$0.00
2	Remove and Salvage Improvements	LS	$500.00	1.00	$500.00	1.00	$500.00	$0.00
3	Remove Thermoplastic Traffic Stripes/ Markings a	LS	$1,300.00	1.00	$1,300.00	1.00	$1,300.00	$0.00
4	Clearing and Grubbing	LS	$1,650.00	1.00	$1,650.00	1.00	$1,650.00	$0.00
5	Earthwork	LS	$5,000.00	1.00	$5,000.00	1.00	$5,000.00	$0.00
6	Aggregate Base	CY	$200.00	8.00	$1,600.00	8.00	$1,600.00	$0.00
7	Hot Mix Asphalt	TN	$200.00	37.17	$7,434.00	30.00	$6,000.00	$1,434.00
8	Traffic Signal System	LS	$156,719.00	1.00	$156,719.00	1.00	$156,719.00	$0.00
9	Thermoplastic Pavement Striping	LS	$1,104.00	1.00	$1,104.00	1.00	$1,104.00	$0.00
10	Construction Project Sign	EA	$750.00	1.00	$750.00	1.00	$750.00	$0.00
11	Traffic Control	LS	$2,000.00	1.00	$2,000.00	1.00	$2,000.00	$0.00
12	Mobilization	LS	$500.00	1.00	$500.00	1.00	$500.00	$0.00
	SUB-TOTAL CONTRACT ITEMS =				**$179,057.00**		**$177,623.00**	**$1,434.00**
C.O. #	*CHANGE ORDERS*							
	Contract Change Order No. 1							
1	Pole 'A' Modifications	LS	$1,892.00	1	$1,892.00	0	$0.00	$1,892.00
2	Install bollards	LS	$851.66	1	$851.66	0	$0.00	$851.66
	SUB-TOTAL CHANGE ORDER ITEMS =				**$2,743.66**		**$0.00**	**$2,743.66**
	TOTAL PROJECT =				**$181,800.66**		**$177,623.00**	**$4,177.66**

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 0945
WASHINGTON AND WEST MAIN INTERSECTION IMPROVEMENTS

Notice is hereby given that work on the above-referenced located in the city's right-of-way at Washington and West Main Intersection in the City of Turlock was completed by the undersigned agency on January 22, 2013. The contractor of work was Tim Paxin's Pacific Excavation Inc., 9796 Kent Street, Elk Grove, CA 95624, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on January 23 2013 at Turlock, California, Stanislaus County

5H

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, PE
Director of Development Services / City Engineer

Prepared by: Eric A. Picciano, P.E.
Principal Civil engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of a Capital Improvements Coordinator job classification

2. DISCUSSION OF ISSUE:

The Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications. The creation or abolishment of job classifications requires City Council Approval.

In the FY 12-13 budget, the Engineering Division of Development Services received approval to allocate for the position of Capital Improvement Coordinator. On July 1, 2012, a City Engineering Technician was assigned to an interim out-of-class assignment which included performing many duties outside of their current job classification associated with the coordination of capital projects and applying for and managing state and federal grants. At this time, staff recommends approval of the newly created job classification of Capital Improvements Coordinator. The salary range for this job class is 27.6 ($4,835 - $5,877)

3. BASIS FOR RECOMMENDATION:

A) As directed under the provisions of Section 2-4-504 of the Turlock Municipal Code, Personnel Resolution 89-38 adopted rules and regulations for the administration of the personnel system.

B) Per Personnel System Rules and Regulations Section 12.02 Adoption of employee job classifications requires City Council approval.

Strategic Plan Initiative: A. Policy initiative – effective leadership:

Goal(s): 1.c Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: As this position has been included in the FY 12-13 Budget, there is no fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose to not accept the newly created job classification.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE THE CREATION OF A CAPITAL IMPROVEMENTS COORDINATOR JOB CLASSIFICATION	}	**RESOLUTION NO. 2013-**

WHEREAS, the City Council of the City of Turlock adopted the Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications and the creation, abolishment or modification of job classifications requires City Council approval; and

WHEREAS, the newly created job classification of Capital Improvements Coordinator encompasses duties previously found in several other job classes; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the creation of the Capital Improvements Coordinator job classification as attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

CAPITAL IMPROVEMENT COORDINATOR

DEFINITION

Under general supervision, the Capital Improvement Coordinator will perform a variety of specialized complex administrative analysis work to support the Development Services Department. Responsibilities will include training, report writing; preparation of staff reports for City council, commissions, and committees; to coordinate a variety of programs and special projects; funding and project coordination with various state and federal agencies, to perform pre-development activities for capital projects; and to do related work as assigned.

This position is assigned to the Miscellaneous Bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification for positions that provide a variety of technical and professional staff assistance for City capital improvement programs and projects. This class is distinguished from other positions within the department by the greater scope of responsibility for the project coordination and pre-development activities for individual projects, as opposed to one area of responsibility internal to the department. The incumbent is experienced in performing the range of responsibilities, including development, coordination, and completion of major projects, studies, and programs.

ESSENTIAL FUNCITONS: - Duties may include, but are not limited to the following:

- Coordinates the annual capital improvement budget.
- Coordinates the five-year Capital Improvement Program.
- Participates in local and regional transportation planning and studies.
- Assists in the preparation of various master plans including, but not limited to transportation plan, capital improvement plan, or other growth plans.
- Maintains and improves, with appropriate interdepartmental participation, the capital improvements database for the annual budget and five-year CIP.
- Has oversight responsibility for the Pavement Management System.
- Performs and coordinates pre-development activities for assigned capital projects, including direct work on CEQA reviews for smaller-scale projects.
- Prepares Requests for Proposals (RFP) for engineering, architectural, and environmental consultants and evaluates proposals for recommendations to City Council.
- Coordinates pre-development work on capital improvement projects with consultants, including environmental, engineering, and architectural consultants.

- Prepares grant applications and administers grants.
- Coordinates with other departments, including others in the Development Services Department, on the City's maintenance districts and annual Engineer's Reports.
- Develops and recommends adoption of codes and ordinances, as well as revisions to existing codes and ordinances.
- Prepares, develops, and presents a variety of complex reports and recommendations for assigned council, commissions, and committees.
- Make public presentations to the public, community organizations, and other government agencies.
- Represents the engineering functions with the public, community organizations, and other government agencies.
- Applies applicable laws, rules, codes, and regulations.
- Design or review of traffic control plans for permanent traffic control measures, temporary or permanent road closures, or detours.
- Analysis of traffic study data for use in speed studies or signal control plans.
- Responds to public inquiries relates to traffic issues.
- Performs office and field related activities for the completion of traffic studies, including physical data collection as well as installation, monitoring and data processing of automated counting devices.
- Perform engineering surveying or other field related tasks or duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

General theory, principles, and practices of public administration, including:

- Administrative analysis and fiscal planning, transportation/traffic planning, environmental analysis, land use planning and development.
- Property acquisition and relocation.
- Public relations principles and practices.
- Laws, rules, ordinances, and legislative processes controlling municipal government services, operations, engineering and planning.
- Budget development, administration, and expenditure control.
- Contract and grant development and administration.
- Personal and mainframe computers and computer software applications related to administrative, fiscal, program and management analysis.
- Principles of project planning, development, coordination and direction.

Ability to:

- Assist with the planning, development, and administration of City capital improvement projects and overall capital improvement planning.
- Perform sensitive negotiations with property owners, business owners, residents and tenants.

- Effectively coordinate and manage consultants in pre-development stages of capital projects.
- Develop and administer grants.
- Review plans, designs, and specifications for public works and City facility development, construction, and maintenance.
- Gather, organize, analyze, and present a variety of technical engineering and statistical data.
- Prepare clear, concise, and accurate records and reports for oral or written presentation.
- Evaluate, formulate, and develop recommendations on improvements to City operations, programs, services and procedures.
- Effectively represent the City and the Development Services Department in contacts with public and private agencies as well as local, state, and federal agencies.
- Establish and maintain cooperative working relationships.
- Deal with difficult and complex issues, and resolve conflicts.
- Perform various field activities in association with traffic surveys, review of traffic control systems, signals or temporary detour signage.

EXPERIENCE AND EDUCATION:

Experience:

Three years of professional progressively responsible experience in public engineering, planning, development, construction, or administration with demonstrated proficiency.

Education:

Possession of a Bachelor's degree in business administration, engineering or a related field.

LICENSE OR CERTIFICATE

License:

Possession of an appropriate, valid California driver's license at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions; sufficient dexterity and hand-eye coordination to operate drafting and field surveying equipment; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephone; capable of clear speech; able to lift and carry objects

weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

Established 10/2012

Reviewed and Approved:

Personnel Officer	Date

5I

Council Synopsis

January 22, 2013

From: Mike Pitcock, Director of Development Services

Prepared and
Presented by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application to the California State Department of Housing and Community Development (HCD) for funding under the Emergency Solutions Grant (ESG) program; authorizing the City Manager to execute a standard HCD agreement, if selected, to receive such funding and any amendments thereto and all related documents necessary to participate in the ESG program

2. DISCUSSION OF ISSUE:

The purpose of the Emergency Solutions Grant (ESG) program is to assist individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. It is similar to the Homeless Prevention and Rapid Rehousing program for which the City of Turlock previously had participated.

Recipients of ESG funds, which are state governments, metropolitan cities, urban counties, and U.S. territories, receive ESG funds from the United States Department of Housing and Urban Development (HUD) or the California Department of Housing and Community Development (HCD) and make these funds available to eligible sub-recipients, which can be either local government agencies or private nonprofit organizations. Sub-recipients that want to operate the homeless assistance and/or homelessness prevention projects must apply for ESG funds to the governmental recipient, and not directly to HUD.

ESG funds are available for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and data collection through the Homeless Management Information System or HMIS. Recipients also receive administration funds. Local government recipients may carry out all ESG activities directly. The eligible activities under the grant are as follows:

Street Outreach: funds may cover costs related to essential services for unsheltered persons (including emergency health or mental health care, engagement, case management, and services for special populations).

Emergency Shelter: funds may be used for renovation of emergency shelter facilities and the operation of those facilities, as well as services for the residents (including case management, child care, education, employment assistance and job training, legal, mental health, substance abuse treatment, transportation, and services for special populations)

Homelessness Prevention and Rapid Re-Housing: both components fund housing relocation and stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short- or medium-term rental assistance for those who are at-risk of becoming homeless or transitioning to stable housing.

HMIS: funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees).

The City of Turlock intends to join in a collaborative grant application with United Samaritan Foundation, We Care and Children's Crisis Center. The City of Turlock will serve as the lead agency for the competitive application.

The grant application proposes to set up a program similar to the HPRP program. The intent is to provide homelessness prevention assistance for households who would otherwise become homeless and provide assistance to rapidly re-house people who, through these difficult economic times, have become homeless. HUD and HCD have given local grantees the ability to design the programs to fit their local needs. However, the funds of this program are intended to target two populations of persons facing housing instability. First, the program is to target individuals and families who are currently in housing but are at risk of becoming homeless and need temporary assistance to maintain housing. The second target group is to provide financial assistance to individuals and families who are experiencing homelessness (as defined by the McKinney-Vento Homeless Assistance Act) and need temporary assistance in order to obtain, remain or maintain housing.

The funds under this program are intended to target individuals and families who would be homeless but for this assistance. The funds will provide for a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

The Housing Program Services Division is continuously seeking outside funding sources and improving its programs. This allows the City to expand and enhance housing related services to the community.

3. BASIS FOR RECOMMENDATION:

Funding will allow the City of Turlock Housing Program Services the opportunity to provide financial assistance to prevent and rapidly re-house low and moderate income individuals and families.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
There will be no impact to the General Fund. The City intends to apply for the maximum grant application of $230,000. If the grant is received it will be held in a separate Fund account as per the grant regulations.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

ESG funds are exempt from the provisions of the California Environmental Quality Act (CEQA).

7. ALTERNATIVES:

Do not allow the City to apply for the ESG funds through the Department of Housing and Community Development. This option is not recommended as this funding is critical in addressing and preventing homelessness in our community.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR FUNDING UNDER THE EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDARD HCD AGREEMENT, IF SELECTED, TO RECEIVE SUCH FUNDING AND ANY AMENDMENTS THERETO AND ALL RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE ESG PROGRAM	RESOLUTION NO. 2013-

WHEREAS, the State of California, Department of Housing and Community Development, Division of Financial Assistance, issued a Notice of Funding Availability under the Emergency Solutions Grants (ESG) Project; and

WHEREAS, the City of Turlock, as a Municipal Corporation wishes to apply and is eligible to apply for such grant not to exceed $230,000. subject to the terms and conditions of the statute and the ESG Program Regulations adopted by HCD in July 2004; and

WHEREAS, these regulations establish procedures for the State administration of federal funds from the Emergency Solutions Grants Program (the "ESG program") and establish policies and procedures for use of these funds to meet the purposes contained in Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. sections 11371-11378) (the "Act").

WHEREAS, the City of Turlock wishes to submit a competitive application to obtain from HCD the maximum one year grant allocation of ESG funds in the amount of $230,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. The City of Turlock shall submit to HCD an application to participate in the ESG Program in response to the NOFA issued on December 10, 2012, which will request a funding allocation for the $230,000. maximum allowed to be used for homeless prevention and shelter activities as provided for in the grant regulations:

2. The City of Turlock authorizes the City Manager Roy Wasden to execute in the name of the City of Turlock, the application, the Standard Agreement, and all other documents required by HCD for participation in the ESG Program and any amendments thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Council Synopsis

5J

January 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a retainer agreement for Fiscal Years 2012/13 and 2013/14 in an amount not to exceed $50,000 with Economic & Planning Systems of Sacramento, California, for economic planning and development fee services

2. DISCUSSION OF ISSUE:

Throughout the year the City may become involved with development impact fee updates that require economic planning and development fee study services to be performed. These studies are important to understand and ensure that all new development pays for itself through the collection of development impact fees.

Staff has determined that outsourcing this particular function provides a better value to the City. Through the use of a retainer agreement the City can seek services on an as-needed basis, as opposed to keeping specialized staff qualified and certified in-house. In addition, specialized economic planning consultants have access to tools, equipment, software, and other highly technical resources that allow for more accurate data analysis and reporting, as compared to resources owned by the City.

Economic & Planning Systems, the firm selected for the award of this retainer agreement, was not selected as part of a competitive process. Rather, Staff is seeking a sole source agreement with this firm due to a proven, reliable work history throughout their many years of service with the City, a comprehensive institutional knowledge of the City's infrastructure, plans, and needs, as well as their extensive collection of previous studies, plans, and recommendations that provide for a better understanding of future projects with a quicker turnaround time for deliverables.

3. BASIS FOR RECOMMENDATION:

A) Per the City Municipal Code, City Council approval of the Agreement is required prior to execution of the Agreement with the selected consultant.

B) Specialized economic planning and development fee study services are often needed throughout the year and funded on a per project basis.

C) Retainer agreements allow for prompt and efficient service, while still providing a good value to the City.

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No direct fiscal impact. Up to $50,000 may be spent over the course of the agreement, but each service request will be associated with a specific project, which will have a budgeted amount for such services.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject staff's recommendation to sole source the economic planning consultant. Staff does not recommend this alternative because economic planning and development fee study services are necessary to properly evaluate, understand and ensure that all new development pays for itself through the collection of development impact fees and Staff currently does not have the specialized resources to undertake this work.

RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
ECONOMIC & PLANNING SYSTEMS
for
ECONOMIC PLANNING AND DEVELOPMENT FEE SERVICES

THIS AGREEMENT is made this 22nd day of January, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ECONOMIC & PLANNING SYSTEMS**, a private company, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, CITY has a need for economic planning and development fee services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special services, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Thousand and no/100ths Dollars ($50,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning January 22, 2013 and ending January 22, 2014, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its

equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: CONSULTANT agrees to indemnify, including the cost to defend, CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, or its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence or willful misconduct of the CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material

breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or

recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **ECONOMIC & PLANNING SYSTEMS (EPS)**
2295 GATEWAY OAKS DRIVE, SUITE 250
SACRAMENTO, CA 95833
T 916-649-8010
F 916-649-2070
http://www.epsys.com

for CITY: **CITY OF TURLOCK**
ATTENTION: MICHAEL G. PITCOCK, P.E.
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4430
FAX: (209) 668-5563

34. OTHER SOURCES: CITY reserves the right to obtain economic planning and development fee services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Michael G. Pitcock, P.E., Director of Development Services/City Engineer

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

ECONOMIC & PLANNING SYSTEMS

By: _____

Title: _____

Print name: _____

Federal Tax ID _____

Date: _____

2013 Hourly Billing Rates

	California Offices
Managing Principal	$235–$295
Senior Principal	$295
Principal	$250
Senior Vice President	$210
Vice President	$185–$200
Senior Technical Associate	$170–$190
Senior Associate	$155–$170
Associate	$135
Research Analyst	$115
Production and Administrative Staff	$75–$80

Billing rates updated annually.

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Economic Planning and Development Fee Services ("Agreement") dated _____ between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific Economic Planning and Development Fee Services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.

3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Michael G. Pitcock, City Engineer

ECONOMIC & PLANNING SYSTEMS

By: _____

Title: _____

Date: _____

Address: _____
_____
_____

Phone: _____

5K

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, PE,
Director of Development Services/City Engineer

Prepared/
Presented by: Debra A. Whitmore, Deputy Director of Development Services/ Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the agreement for special services with Dyett and Bhatia (Urban and Regional Planners) to extend the current termination date from December 31, 2012 to June 30, 2013 for the Turlock General Plan Update

2. DISCUSSION OF ISSUE:

The current contract for the General Plan Update terminates on December 31, 2012. Dyett and Bhatia has agreed to complete all of the work within the current approved budget but will need additional time to complete the General Plan document and prepare the update the Capital Facility Fee Program. Staff recommends that the current contract be extended to June 30, 2013.

3. BASIS FOR RECOMMENDATION:

The General Plan provides the overall policy framework and implementation program that will guide growth of the City over the next twenty years. In order to properly analyze the impacts of the proposed plan and adequately evaluate potential strategies to avoid and minimize environmental effects, the City must prepare a General Plan document, an Environmental Impact Report and conduct a public review process prior to approving the document. The purpose of the Capital Facility Fee Program is to ensure that new development pays for its impacts to City infrastructure and facilities, and is intended to implement the new General Plan.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goals: b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

Strategic Plan Initiative: F. POLICY INITIATIVE – INTELLIGENT, PLANNED, MANAGED GROWTH

Goals:

a. Ensure all growth adds value to the current and future community
b. Continue use of Specific and Master Plans
c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
d. Provide for housing diversity, include affordable housing
e. Create long-term, value-added plan for In-fill
f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development
g. Coordinate with various agencies on the planning and implementation of the South County Corridor

Action: *Council*

a. General Plan adoption

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The project is currently within budget. No change is proposed in the amount of the contract. This work is included in the current approved budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

An environmental impact report has been certified for the new General Plan.

7. ALTERNATIVES:

The City Council may not approve the time extension. Staff does not recommend this alternative as it is necessary to complete the General Plan document approved by the City Council in September and to update the City's Capital Facility Fee to implement the infrastructure improvements contained in the General Plan.

AMENDMENT NO. 2
to
AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and
DYETT & BHATIA (URBAN AND REGIONAL PLANNERS)

THIS AMENDMENT, dated January 22, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, (hereinafter "CONTRACTOR").

WHEREAS, the CITY hereto previously entered into an Agreement dated September 24, 2008, whereby CONTRACTOR will perform an update to the Turlock General Plan, Housing Element, Capital Facility Fee Nexus Study, and Environmental Impact Report (hereinafter the "Agreement"); and

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 3 of the Agreement is amended to read as follows:

   "3. TERM OF AGREEMENT: This agreement shall become effective upon execution and shall continue in full force and effect until June 30, 2013."

2. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK,
a municipal corporation

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

BY: _____
Debra A. Whitmore
Deputy Director of Development Services/
Planning

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

By: _____

Print Name: _____

Title: _____

Date: _____

5L

Council Synopsis

January 22, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City of Turlock's membership in the Bay Area Recycled Water Coalition for the purpose of obtaining federal and state financial assistance for the construction of the North Valley Recycled Water Program, a project to provide recycled water to farmland and wildlife refuges on the west side of the San Joaquin Valley

Motion: Authorizing the expenditure of funds in an amount not to exceed $20,000 for the purpose of the City of Turlock's annual membership in the Bay Area Recycled Water Coalition from account number 410-51-530.43340 "North Valley Regional Recycled Water Project"

2. DISCUSSION OF ISSUE:

In May 2010, the City of Turlock entered into a Memorandum of Understanding (MOU) with the City of Modesto and Del Puerto Water District to establish the North Valley Regional Recycled Water Project Program. The purpose of the program is to provide recycled water from the Cities of Modesto and Turlock for farmland irrigation and other beneficial uses on the west side of the San Joaquin Valley.

There are multiple benefits of the proposed program. For the Cities, there is the potential to discontinue discharging tertiary disinfected wastewater (recycled water) to the San Joaquin River; thereby reducing the increasingly stringent regulatory requirements under the Clean Water Act. For the District and other potential end users, the recycled water produced by the Cities represents a reliable and drought proof source of high quality water that meets all State and Federal standards for unrestricted reuse.

While the project has multiple regional benefits, the cost of constructing the necessary conveyance infrastructure is expensive. Further, preliminary analysis would indicate that recycled water sales revenue would be insufficient to fully fund the project.

Therefore, Staff recommends that the City become a member of the Bay Area Recycled Water Coalition, which is expanding its outreach to the Central Valley. Since 2009, the Bay Area Recycled Water Coalition has secured $38 million in Federal Title XVI (Water Reclamation and Reuse) funding for water reuse projects, resulting in the successful development of over 30,000 acre-feet per year (AFY) of recycled water, with another 30,000 AFY available when new projects are constructed.

Originally formed with seven agencies, this independent group has grown in four years to fifteen public agencies and one investor owned water utility. Working together under a Memorandum of Agreement, this growing Coalition is in the process of expanding membership eligibility and changing its name to reflect the Mid-Pacific region being represented.

Benefits of Coalition membership include:

- Broad congressional delegation support
- A funding approach endorsed by California senators and the House Appropriations Committee
- Shared costs for a dedicated Washington, D.C. based lobbyist and associated lead agency support
- Organized trips to Washington, D.C.
- Promotion of Coalition projects to the media
- Increased project profile with the US Bureau of Reclamation, and
- Monthly meetings to share information and collaborate on the Coalition's approach to Federal funding

Currently, the Coalition is working with representatives on a new House Bill for the 113th Congress that would amend the Reclamation Wastewater and Groundwater Study and Facilities Act to expand the Bay Area Regional Water Recycling Program. It is critical that the proposed North Valley Regional Recycled Water Program is listed as a project in this House Bill to enhance its eligibility for federal funding.

3. BASIS FOR RECOMMENDATION:

A) Membership of the Bay Area Recycled Water Coalition provides the City Turlock and its partners in the North Valley Recycled Water Program with the best opportunity to obtain federal funding for the proposed recycled water conveyance project.

B) Construction of the North Valley Recycled Water Project provides the City of Turlock with a market for its recycled water and would eliminate the City's discharge to the San Joaquin River which is subject to increasingly stringent federal and state standards.

C) The provision of a guaranteed supply of high quality recycled water to farmers and other users on the west side of the San Joaquin Valley is consistent with State Policy and helps address shortcomings in the State's water supply portfolio.

Strategic Plan Initiative: B) FISCAL RESPONSIBILITY

Goal:

a. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

$20,000 from unencumbered funds in 410-51-530.43340 "North Valley Recycled Water Project" (Water Quality Control Fund).

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) The City Council may choose to spearhead its own federal lobbying effort to secure funding for the North Valley Regional Recycled Water Project. This alternative is not recommended as the Bay Area Recycled Water Coalition represents a more cost effective approach due to economies of scale and existing engagement in the legislative process. The Bay Area Recycled Water Coalition has a proven track record of success with its current collaborative approach that will be difficult to match with an independent effort.

B) The City Council may choose to cease participation in the North Valley Recycled Water Project. This alternative is not recommended as it offers the best opportunity for the beneficial reuse of the City's recycled water rather than continued discharge into the San Joaquin River.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

AUTHORIZING THE CITY OF TURLOCK'S MEMBERSHIP IN THE BAY AREA RECYCLED WATER COALITION FOR THE PURPOSE OF OBTAINING FEDERAL AND STATE FINANCIAL ASSISTANCE FOR THE CONSTRUCTION OF THE NORTH VALLEY RECYCLED WATER PROGRAM, A PROJECT TO PROVIDE RECYCLED WATER TO FARMLAND AND WILDLIFE REFUGES ON THE WEST SIDE OF THE SAN JOAQUIN VALLEY	**RESOLUTION NO. 2013-**

WHEREAS, in 2010, the City of Turlock entered into a Memorandum of Understanding (MOU) with the City of Modesto and Del Puerto Water District to establish the North Valley Regional Recycled Water Project Program; and

WHEREAS, the purpose of the North Valley Regional Recycled Water Project Program is to provide recycled water from the Cities of Modesto and Turlock for farmland irrigation and other beneficial uses on the west side of the San Joaquin Valley; and

WHEREAS, while the project has multiple regional benefits, the cost of constructing the necessary conveyance infrastructure is expensive;

WHEREAS, the Bay Area Recycled Water Coalition, which is expanding its outreach to the Central Valley, has secured $38 million in Federal Title XVI (Water Reclamation and Reuse) funding for water reuse projects; and

WHEREAS, the Coalition is working with representatives on a new House Bill for the 113th Congress that would amend the Reclamation Wastewater and Groundwater Study and Facilities Act to expand the Bay Area Regional Water Recycling Program; and

WHEREAS, it is critical that the proposed North Valley Regional Recycled Water Program is listed as a project in this House Bill to enhance its eligibility for federal funding

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City of Turlock, as a partner in the North Valley Regional Recycled Water Program, to become a member of the Bay Area Recycled Water Coalition.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5M

Council Synopsis

January 22, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Regulatory Affairs Manager
Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with URS Corporation for groundwater monitoring as part of the continued investigation and remediation of PCE contamination in the Downtown area, in an amount not to exceed $15,790

2. DISCUSSION OF ISSUE:

Tetrachloroethylene (PCE), a volatile organic compound, is a solvent that is used in the dry cleaning process. Since 1994, the City of Turlock has been addressing a plume of PCE contamination in the groundwater in the Downtown area.

In 1994, the City of Turlock entered into a Settlement Agreement with the Regional Water Quality Control Board (Regional Board) to resolve the PCE contamination issue without resorting to litigation. In essence, the Agreement stipulated that the City must pursue investigation and remediation of the PCE contamination. In return, the State Water Resources Control Board has provided significant funding to assist with groundwater monitoring and remediation.

Since 2009, the City of Turlock has contracted with URS Corporation to remediate the groundwater contaminated with PCE in downtown Turlock. In late 2011, the City began to pump contaminated groundwater and treat it to remove the PCE. As part of an updated funding request by the City, the Regional Water Quality Control Board has asked that the City conduct some groundwater monitoring to assess the effectiveness of the remediation system and its impact on the PCE plume. The existing contract with URS has expired; therefore, finding the need to enter into a new agreement.

3. BASIS FOR RECOMMENDATION:

A) The project further fulfills the City's obligations under the terms of the 1994 settlement agreement.

B) URS has relevant experience as well as a thorough understanding of the particular circumstances in Turlock.

C) Funds have already been budgeted for this work

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
$15,790 from Fund 420-52-550.43504 "PCE Monitoring and Remediation"

There is no impact to the General Fund

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the contract with URS and renegotiate with a different firm. This alternative is not recommended because URS has assisted the City of Turlock with this type of specialized work in the past. URS has proven to be most capable and experienced for this specialized work. Further, the groundwater monitoring will facilitate the City's current effort to secure additional State funding for PCE remediation.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
URS Corporation, a Nevada Corporation
dba URS Corporation Americas
for
Investigation and Remediation
of PCE Contamination in the Downtown Area
Contract No 12-081

THIS AGREEMENT is made this 22nd day of January, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **URS Corporation**, a Nevada Corporation dba "URS Corporation Americas", hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional consulting services related to the investigation and remediation of PCE contamination in the Downtown area; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

OK for Agenda

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen thousand Seven hundred and Ninety and 00/100^{ths} Dollars ($15,790.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning February 1, 2013 and ending January 31, 2014, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its

equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONSULTANT shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per occurrence for bodily injury and property damage.

(3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

(4) Errors and Omissions/Professional Liability: $1,000,000 per claim.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONSULTANT shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(h) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: CONSULTANT shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or

theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the

requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be

required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: **URS Corporation**
Attn: Ralph T. Boyajian, PE, GE
30 River Park Place West, Suite 180
Fresno, CA 93720
PHONE: 559-256-1444
FAX: 559-256-1478

for CITY: **CITY OF TURLOCK**
ATTN: Dan Madden
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Dan Madden, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

URS Corporation, a Nevada Corporation dba URS Corporation Americas

By: _____

Title: _____

Print name: _____

Date: _____

URS

Exhibit A

December 13, 2012

Mr. Michael Cooke
Regulatory Affairs Manager
City of Turlock
156 S. Broadway Ave., Suite 270
Turlock, CA 95380

Re: Proposal for Groundwater Monitoring Services
Downtown Turlock PCE Pump and Treat Project

Dear Mr. Cooke:

As you requested, URS Corporation Americas (URS) prepared this proposal to conduct groundwater monitoring services for the City of Turlock (City) in the City's downtown area.

SCOPE OF SERVICES

URS's services will comprise the following:

- Measure the depth to groundwater in 15 monitoring wells;
- Collect groundwater samples from 12 monitoring wells, after properly purging them;
- Transport the purged groundwater to the City's wastewater treatment plant, place it in a City storage tank, and relinquish it to City control;
- Submit the groundwater samples, along with a travel blank sample, a duplicate sample, and a purge-water sample, to a subcontracted analytical laboratory for analysis of volatile organic compounds (VOCs) using USEPA Method 8260B;
- Prepare a groundwater monitoring report to include methods, results, conclusions, a groundwater-elevation contour map, tabulated data; and copies of laboratory reports; and
- Project management, including meetings with Client, as necessary, to discuss the monitoring results.

FEE ESTIMATE

URS will provide the above scope of services on a time-and-materials basis in accordance with the enclosed fee schedule. The estimated maximum fee for the above scope of services is $18,961, as illustrated on the enclosed fee estimate table.

SCHEDULE

The estimated schedule for the above scope of services is as follows:

- Field preparations will require one to two weeks.
- Field work will require one to two days.

URS Corporation
30 River Park Place West, Suite 180
Fresno, CA 93720
Tel: 559-256-1444
Fax: 559-256-1478

- Laboratory analyses will require two to three weeks.
- Report preparation will require three to four weeks.

Overall, the services will require approximately seven to ten weeks after receiving formal authorization to proceed.

TERMS AND CONDITIONS

We understand that you will send us a written contract for these services for URS's review and signature. The above fee estimate and schedule are contingent upon not encountering unanticipated difficulties beyond URS's control, such as problems with subcontractor availability, regulatory approval, or weather or other field conditions. This proposal is valid for six months.

URS appreciates the opportunity to work with the City of Turlock on this project. If you have any questions, please feel free to call me at any time at 559-256-1462.

Sincerely,
URS CORPORATION

Stuart B. St. Clair, PE
Project Civil Engineer

Enclosures:
Schedule of Fees and Charges
Fee Estimate Table

CITY OF TURLOCK
12/13/2012 FEE ESTIMATE
PCE REMEDIATION SYSTEM OPTIMIZATION PROJECT

Exhibit B

	Labor Classification	Rate	Units	Unit	Subtotal	Totals
Task 1 - Conduct Groundwater Remediation Progress Assessment						
	Staff Professional	$95	24	hours	$2,280	
	Project Professional	$130	6	hours	$780	
	Sampling Equip./Rentals	$2,100	1	each	$2,100	
	Truck	$100	2	days	$200	
Subcontracted Costs	Laboratory costs (EPA Method 8260)	$250	15	each	$3,750	
	Traffic Control	$300	2	days	$600	
	URS Markup (10%)				$435	
					Task Total	$10,145
Task 2 - Prepare Groundwater Remediation Progress Report						
	Project Assistant	$74	10	hours	$740	
	CADD Technician	$80	6	hours	$480	
	Staff Professional	$95	16	hours	$1,520	
	Project Professional	$130	12	hours	$1,560	
	Principal Professional II	$191	2	hours	$382	
					Task Total	$4,682
Task 3 - Meetings (via telephone)						
	Project Professional	$130	3	hours	$390	
	Principal Professional II	$191	3	hours	$573	
					Task Total	$963
					Total	$15,790

[1] Refer to the accompanying Assumptions page. Due to the nature of this work, URS reserves the right to modify the individual task budgets as long as the total cost is not exceeded.

Exhibit B.

URS CORPORATION – FRESNO, CALIFORNIA
2013 SCHEDULE OF FEES AND CHARGES
CITY OF TURLOCK

The following describes the basis for compensation for services performed during year 2012. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the new year. The new Schedule of Fees and Charges will apply to existing and new assignments.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field, and travel time, will be at the Unit Price Hourly rates set forth below for the labor classifications indicated.

Labor Classification	Hourly Rate
Clerk	$60
Technician	$74
Project Assistant / Word Processor / Editor	$74
CADD Technician / Illustrator	$80
Contract Administrator	$83
Senior Technician	$86
Sr. CADD Technician / Sr. Illustrator / Designer	$86
Staff Professional	$95
Professional	$105
Sr. GIS / Info Tech Specialist	$115
Senior Professional	$115
Project Professional	$130
Senior Project Professional	$151
Principal Professional I	$177
Principal Professional II	$191

Charges for contract personnel under URS supervision and using URS facilities will be made according to the hourly rate corresponding to their classification. When staff are performing field work on projects, a minimum daily charge of 4 hours will apply.

When URS staff appear as expert witnesses at court trials, arbitration hearings, and depositions, their time will be charged at 2.0 times the standard hourly rate. All time spent preparing for such trials, hearings, and depositions, will be charged at the standard labor rate.

URS LABORATORY SERVICES AND EQUIPMENT CHARGES

The use of field equipment will be charged at standard usage rates. Rate schedules are available upon request.

OTHER PROJECT CHARGES

Subcontractors and Other Non-Salary Expenses

The cost of services subcontracted by URS to others and other outside costs incurred by URS that are directly identifiable to the project will be charged at cost plus 15% and 10% respectively.

Communications

The cost of communication including telephone (excluding cellular phones), facsimile, postage, and other incidental costs will be charged at a flat rate of 2% of total gross labor charges.

Computers

The software charge for Computer-Aided Design and Drafting (CADD), graphics generation, modeling applications, Geographic Information Systems (GIS), and similar technical computing is $25.00 per hour.

In addition to the above, the following charges will apply to plots generated by the CADD and GIS systems:

Plot Size	Paper	Mylar
Smaller than D-Size	$3.00	$9.00
D-Size	$6.00	$18.00
Larger than D-Size	$1.00/ft^2	$3.50/ft^2

Document Reproduction

In-house reproduction will be charged at $.10 a page for black and white, $1.75 per page for premium color, and $1.00 per page for standard color.

Specialized Equipment

The use of specialized URS equipment (including field equipment and cellular phones) will be charged at fixed rental rates, consistent with prevailing market rates. Rate schedules are available upon request.

Vehicles, Mileage and Travel

URS-owned vehicles used on project assignments will be charged at $90.00 per day (up to 120 miles plus $0.22 per mile thereafter), with a minimum charge of 1/2 day, or $360.00 per week. The mileage charge for personal autos will be the then current mileage rate established by the Internal Revenue Service. Travel expenses will be billed at actual cost.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

5N

Council Synopsis

January 22, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Support Operations Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between Siemens Fire Safety and the Turlock Police Department for testing and inspection services related to the fire alarm system at Turlock Police and Fire Department, 900 N. Palm Street

2. DISCUSSION OF ISSUE:

Siemens Fire Safety provides testing and inspection services for the fire alarm system at the Turlock Police and Fire Department facility located at 900 N. Palm Street. This is an annual agreement which requires annual renewal.

The fee will be $2,596 and will cover the contract period of September 1, 2012 through August 31, 2013. The cost has already been allocated in the FY 2012-2013 budget in line item 110-20-200.43212 (Siemens Fire Maintenance).

3. BASIS FOR RECOMMENDATION:

City Council approval is required for service agreements. Staff recommends accepting the new terms of this agreement.

City Contract Number: 12-075

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): 1(c) Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could reject the renewal agreement.

S

August 29, 2012

City of Turlock
156 S Broadway
Turlock, CA 95380

RE: Fire Life Safety Agreement

Siemens Fire Safety would like to thank you for allowing us to test and inspect your fire alarm system over the past year. Your agreement with us will expire on **8/31/2012.** We will now need to extend your contract for an additional year.

In order to provide you service without interruption, please review the following information and provide us with any changes necessary.

Billing Address:

156 S Broadway
Turlock, CA 95380
acctpay@turlock.ca.u

Service Address:

900 N Palm St.
Turlock, CA 95380

Billing Schedule: Annually

Contract period: September 1, 2012 – August 31, 2013

Annual fee $ 2,596.00

Please acknowledge the renewal of this agreement with existing terms/conditions and the information noted above. Print a copy, sign and fax back to my Attn @ 866-582-4470

Customer Signature: _____ Date: _____

Customer Name: _____

Customer Phone: _____

Customer Email: _____

Please check one of the following boxes:

□ A Purchase Order is required. I have included a hard copy with the signed agreement. All Invoices will reference the attached purchase order.

□ A Purchase Order is not required for execution of this agreement. I agree to pay this agreement without a purchase order.

Thank you for your assistance. If you have any questions, please contact me at 510-723-7812. We look forward to providing continued service at your facility.

Sincerely,

Maricela Sepulveda
Service Agreement Coordinator
Fire Safety
Phone: 510-723-7812
Fax: 866-582-4470
Email: maricela.sepulveda@siemens.com

Siemens Industry, Inc
25821 Industrial Blvd Suite 300
Hayward, CA 94545
Tel: 510-723-7812 Fax: 866-582-4470

OK for Agenda

50

Council Synopsis

January 22, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the purchase of two (2) replacement unmarked police vehicles for Turlock Police Department from Patchett's Ford of Turlock, California, from account number 112-10-116.51115 "Unmarked Police Vehicles" in an amount not to exceed $47,803

2. DISCUSSION OF ISSUE:

The Turlock Police Department utilizes a number of unmarked, emergency equipped police vehicles for Investigations and Command Staff. As of December 1, 2012, Unit #1232 / 553 is at 76,450 miles and is 10 years old; Unit #1225 / 567 is at 103,000 miles and is 12 years old. Both vehicles will be determined to be surplus to City needs upon replacement.

City Council has budgeted $100,000 for the replacement of unmarked police vehicles in line 112-10-116.51115 Unmarked Police Vehicles for the 2012/13 budget year. This amount is for the purchase and equipping of the vehicles.

One parking enforcement vehicle has been purchased and equipped for a total of $19,717.80. The Police Department has requested to purchase one unmarked car for police administration use at the cost of $30,379.03. This leaves a remainder of $49,903.17 in the account.

The Turlock Police Department has used Ford Crown Victoria sedans as marked patrol cars for a number of years. Although Ford has discontinued manufacture of this model, Council approved purchase of a stockpile of these cars during the 2011/12 budget year. The cars purchased are expected to provide for the Turlock Police Department marked patrol car needs through the 2013/14 budget year.

Recognizing the Turlock Police Department will begin to transition away from using the Ford Crown Victoria sedan as a marked patrol car no later than the 2014/15 budget year, staff is recommending purchase of likely replacement

models as unmarked police vehicles to provide time to assess the capabilities, functionality, and maintenance demands of these future replacement vehicles.

Police staff requested three bids for a 2013 Ford Police Interceptor AWD sedan and a 2013 Ford Police Interceptor AWD utility from Wondries Fleet Group of Alhambra, CA, which holds a contract with Los Angeles County for these vehicles under PO# DPO-SH-1232418-1; Folsom Ford of Folsom, CA, which holds a contract with the State of California for these vehicles under contract 1-12-23-14; and Patchett's Ford of Turlock, CA. Patchett's Ford of Turlock, CA, presented the low bid.

The police department is requesting City Council to allow the police department to forgo the formal bid process as they are allowed to do under Turlock Municipal Code 2-7-08 (b) (6) which states,

> "(b) Bidding procedures are not required under the following circumstances regardless of the amount involved:
>
> (6) When the Council shall have adopted a resolution by at least four (4) affirmative votes determining that the best interests of the City require that the purchase be made without compliance with the formal bid procedure.

The police department recommends this course of action by city council based on the following factors, three bids were obtained, a local vendor was the lowest bid, the purchase of these vehicles is time sensitive as the lowest bid has an approximate 90-day estimated delivery date after acceptance of purchase order which would allow enough time to outfit the vehicles with the use of this year's budget, and the lowest bid was only over the $25,000 cap by only $725.74.

The grand total for the purchase of the vehicles is $47,803 including tax. This quote is within the anticipated $49,903.17 remaining budgeted in line 112-10-116.51115 Unmarked Police Vehicles.

3. BASIS FOR RECOMMENDATION:

A. Council approval is required for the purchase agreement.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Funding for this purchase is budgeted for in account number 112-10-16.51115 "Unmarked Police Vehicles"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the purchase of the replacement vehicles.

PATCHETTS
TURLOCK

5200 N. Golden State Blvd
Turlock, CA 95382
Phone (209) 669-5200 Fax (209) 669-5235

DATE December 5, 2012
Quote# 2933
Prepared by: Kris Berns

To: Capt. Jeff Lopes
Operations Division
Turlock Police Department
900 N. Palm Street
Turlock CA 95380
(209) 664-7373

Comments or special instructions: ***Approximately 90 days from acceptance of Purchase Order to date of delivery.***

Description		Per Unit Price
2013 FORD POLICE INTERCEPTOR AWD SEDAN - Ebony Exterior / Cloth Seats		$ 20,505.00
3.5L Ti-VCT V6 Engine with California emissions and 6-speed automatic transmission		
Includes all standard equipment and the following options: Police Interior Upgrade Package		
Police Interceptor badge delete, Perimeter anti-theft alarm, Remote Keyless Entry System		
Price to add options below		
$120 - 16T Trunk storage vault	Sales Tax @ 7.625%	1,563.51
$20 - 13C Dark car feature	License and Registration	exempt
$150 - 47J Remappable switches	Non-Taxable CA Tire Fee	8.75
	TOTAL	$ 22,077.26

3 yr / 36,000 mile bumper to bumper warranty - 5 yr / 100,000 mile 50 deductible powertrain extended service plan

If you have any questions please contact me @ (209) 633-4119, k_berns@patchettsford.com

THANK YOU FOR YOUR BUSINESS!

PATCHETTS
TURLOCK

5200 N. Golden State Blvd.
Turlock, CA 95382
Phone (209) 669-5200 Fax (209) 669-5235

DATE December 5, 2012
Quote# 2934
Prepared by: Kris Berns

To: Capt. Jeff Lopes
Operations Division
Turlock Police Department
900 N. Palm Street
Turlock CA 95380
(209) 664-7373

Comments or special instructions: ***Approximately 90 days from acceptance of Purchase Order to date of delivery.***

Description		Per Unit Price
2013 FORD POLICE INTERCEPTOR AWD UTILITY - Ebony Exterior / Cloth Seats		$ 23,895.00
3.7L Ti-VCT V6 Engine with California emissions and 6-speed automatic transmission		
Includes all standard equipment and the following options: Police Interior Upgrade Package		
Police Interceptor badge delete, Perimeter anti-theft alarm, Remote Keyless Entry System		
Price to add options below		
$20 - 43D Dark car feature	Sales Tax @ 7.625%	1,821.99
$185 - 61R Remappable switches	License and Registration	exempt
	Non-Taxable CA Tire Fee	8.75
	TOTAL	$ 25,725.74

3 yr / 36,000 mile bumper to bumper warranty - 5 yr / 100,000 mile $0 deductible powertrain extended service plan

If you have any questions please contact me @ (209) 633-4119. k_berns@patchettsford.com

THANK YOU FOR YOUR BUSINESS!

Wondries

FLEET GROUP

1247 W. Main Street, P.O. Box 3850, Alhambra, CA 91803
626/457/5590 626/457-5593 Fax

December 19, 2012

Captain Jeff Lopes
Turlock Police Department
900 North Palm Street
Turlock, CA 95380
Delivery Via Email

Dear Captain Lopes,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at Turlock, new/unused 2013 Ford Police Interceptor sedans responding to your requirement with the attached specifications for $ 21,824.00 plus State Sales Tax, $29.95 DMV electronic filing fee and $8.75 tire tax (non-taxable). These vehicles are available under the Los Angeles County PO# DPO-SH-1232418-1. Transport to Turlock is 363.00.

Wondries Fleet Group will sell, service and deliver at Turlock, new/unused 2013 Police Interceptor Utilities responding to your requirement with the attached specifications for $ 25,263.00 plus State Sales Tax, $29.95 DMV electronic filing fee and $8.75 tire tax (non-taxable). These vehicles are available under the Los Angeles County PO# DPO-SH-12324078-1. Transport to Turlock is 363.00.

Terms are net 30 days.

Sincerely

John Oviyach
Wondries Fleet Group

CHEVROLET NISSAN TOYOTA HONDA Ford

California State Contract Pricing

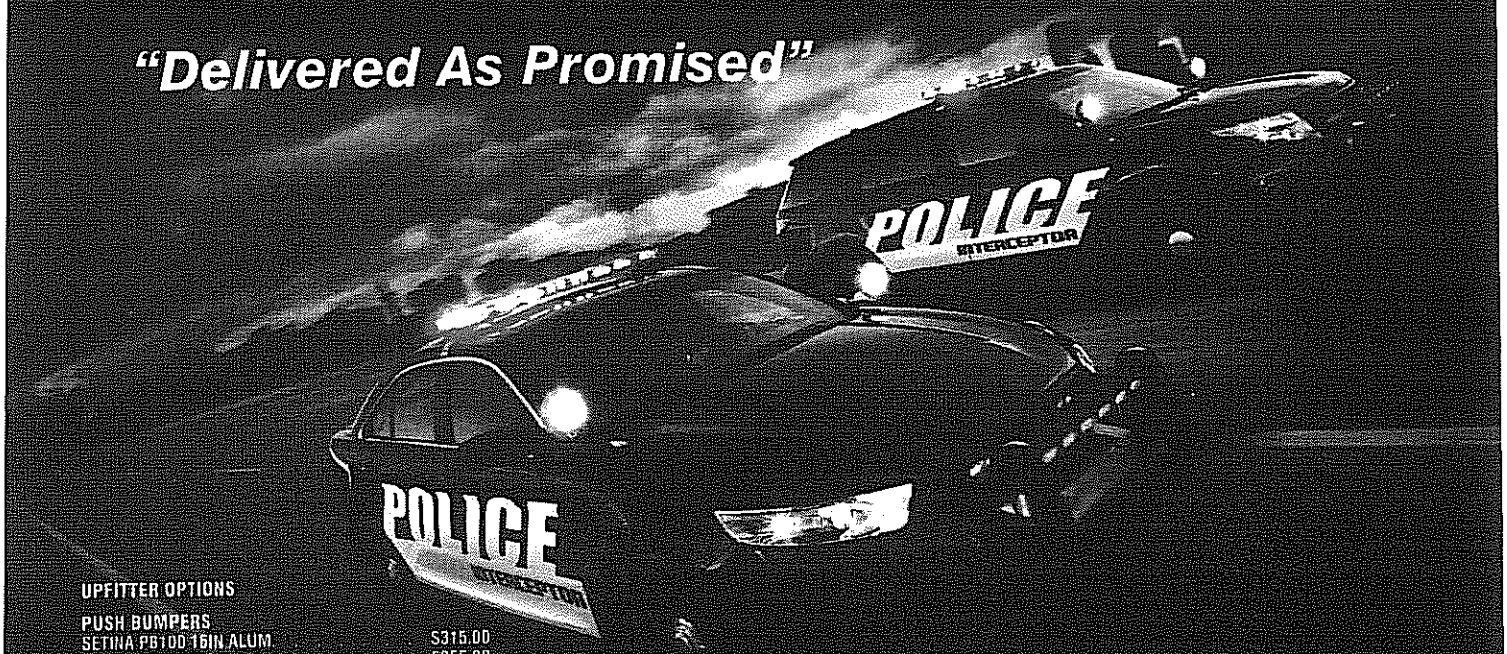
Turn Key Vehicles

Let the Professionals at LEHR work with you to provide your Emergency Vehicle Upfit. Partnered with Folsom Lake Ford, we can offer you a Turn Key Solution and get you on the road with your 2013 Ford Interceptor. Equipped with Warning Lights, Siren, Cages, and Consoles from the best in industry. Lehr has the quality, craftsmanship, experience and pricing your Department is looking for. Contact us today with your vehicle specifications for your quote. We look forward to hearing from you.

LEHR AUTO
Electric & Emergency Equipment
PURSUIT NORTH

FOLSOM LAKE
Ford
FolsomLakeFord.com

"Delivered As Promised"



UPFITTER OPTIONS

PUSH BUMPERS	
SETINA PB10D 16IN ALUM	$315.00
SETINA PB40D ALUM	$365.00
GO RHINO	$325.00
LIGHTBARS and SIRENS:	
WHELEN JUSTICE LOADED	$1350.00
WHELEN CHP MODEL LIBERTY	$1995.00
WHELEN GENCOM & SPEAKER	$1295.00
CONSOLES	
TROY 14" W/FLOOR PLATE SEDAN	$419.00
HAVIS 14" LOW PROFILE	$310.00
HAVIS 21" STANDARD UTILTY	$375.00
HAVIS 23" STANDARD SEDAN	$395.00
GAMBER JOHNSON	$350.00
PARTITIONS	
SETINA 6S-RP SEDAN	$735.00
SETINA 8S-RP SEDAN	$755.00
SETINA 10S-RP SEDAN	$845.00
SETINA 6VS-RP UTILITY	$765.00
SETINA 8VS-RP UTILITY	$785.00
SETINA 10VS-RP UTILITY	$885.00
UPGRADE TO "XL"	add $110.00
WINDOW BARS	
SETINA "STEEL BARS"	$265.00
SETINA "POLY BARRIERS"	$300.00
PRO GARD "STEEL BARS"	$280.00
REAR SEATS	
AEDEC SEDAN	$560.00
LAGUNA SEDAN	$560.00
PRO GARD SEDAN	$560.00
AEDEC UTILITY	$1185.00
LAGUNA UTILITY	$1165.00
PRO GARD UTILITY	$1220.00

3.5L 288hp AWD

Pursuit Sedan $23,242

Includes: Dark Car, Ballistic Door Panels, Noise Suppression.

Factory Ford Options:

Dual Spot Lights	$362.00
Rear Door Handles INOP	$32.00
Rear Window Power Delete	$23.00
Front Headlight Solution (66T)	$839.00
Police Rear Lighting (66S)	$446.00

3.7L 304hp AWD

Pursuit Utility $26,578

Includes: Dark Car, Ballistic Door Panels, Noise Suppression.

Factory Ford Options:

Dual Spot Lights	$295.00
Rear Door Handles INOP	$32.00
Rear Window Power Delete	$23.00
Front Headlight Solution (66A)	$837.00
Police Rear Lighting (66C)	$418.00

For more information, contact: Mike McGee, Fleet Sales/N.CA
925-303-9513 • mmcgee@lehrauto.com

BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 12-11-2012

REQUESTING DEPARTMENT: Police

DEPARTMENT HEAD SIGNATURE:

Vehicle requested for Acquisition in the 2012/13 **Fiscal year.**

Amount Budgeted: $100,000 (for four vehicles)

Account Number(s): 112-10-116.51115 Unmarked Police Vehicles

Will this be a lease purchase? ☐ **YES** ☒ **NO**

Type of Vehicle Request:
Unmarked cars slated for Administration use.

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
Emergency lighting equipment

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced:

Year:	2000	**Make:**	Ford
Model:	Explorer	**Vehicle #:**	1225 / 567
Mileage:	103,000		

Are you declaring this vehicle as surplus? ☒ **Yes** ☐ **No**

City Manager Approval: Roy W. Wasden **Date:** 12/13/12

Revised 6/2008

BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 12-11-2012

REQUESTING DEPARTMENT: Police

DEPARTMENT HEAD SIGNATURE:

Vehicle requested for Acquisition in the 2012/13 **Fiscal year.**

Amount Budgeted: $100,000 (for four vehicles)

Account Number(s): 112-10-116.51115 Unmarked Police Vehicles

Will this be a lease purchase? ☐ **YES** ☒ **NO**

Type of Vehicle Request:
Unmarked cars slated for Administration use.

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
Emergency lighting equipment

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced:

Year: 2000 **Make:** Ford

Model: Explorer **Vehicle #:** 1225 / 567

Mileage: 103,000

Are you declaring this vehicle as surplus? ☒ **Yes** ☐ **No**

City Manager Approval: Roy W. Wasden **Date:** 12/13/12

Revised 6/2008

BUDGET REQUEST FOR NEW VEHICLE ACQUISITION

DATE: 12-11-2012

REQUESTING DEPARTMENT: Police

DEPARTMENT HEAD SIGNATURE:

Vehicle requested for Acquisition in the 2012/13 **Fiscal year.**

Amount Budgeted: $100,000 (for four vehicles)

Account Number(s): 112-10-116.51115 Unmarked Police Vehicles

Will this be a lease purchase? ☐ **YES** ☒ **NO**

Type of Vehicle Request:
Unmarked cars slated for Administration use.

Ancillary Equipment required (i.e. tool boxes, communications radio etc.):
Emergency lighting equipment

Complete Section A below if this vehicle will be an addition to your department fleet.

Section "A" – Justification for expanding your department fleet:

Complete Section B below if this vehicle will be replacing a vehicle in your department fleet.

Section B

Vehicle Being replaced:

Year:	2002	**Make:**	Chevy
Model:	Monte Carlo	**Vehicle #:**	1232 / 553
Mileage:	76,450		

Are you declaring this vehicle as surplus? ☒ **Yes** ☐ **No**

City Manager Approval: Roy W. Wasden **Date:** 12/13/12

Revised 6/2008

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE PURCHASE OF TWO (2) REPLACEMENT UNMARKED POLICE VEHICLES FOR TURLOCK POLICE DEPARTMENT FROM PATCHETT'S FORD OF TURLOCK, CALIFORNIA, FROM ACCOUNT NUMBER 112-10-116.51115 "UNMARKED POLICE VEHICLES" IN AN AMOUNT NOT TO EXCEED $47,803	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock Police Department requires the replacement of two (2) unmarked police vehicles, designated for use by Investigations and Command staff; and

WHEREAS, City Council of the City of Turlock has approved and budgeted the amount of $100,000 for the purchase and equipping of replacement unmarked police vehicles for the fiscal year 2012/13; and

WHEREAS, the purchase and equipping of a replacement parking enforcement vehicle was accomplished for $19,717.80. The Police Department has requested to purchase one unmarked car for police administration use at the cost of $30,379.03. This leaves a remainder of $49,903.17 in the account; and

WHEREAS, bids were obtained from Patchett's Ford in Turlock, California; Wondries Fleet Group of Alhambra, California; and Folsom Ford in Folsom, California; and

WHEREAS, Patchett's Ford in Turlock, California, has provided the low bid and has presented a quote to the Turlock Police Department to sell and deliver one (1) new 2013 Ford Police Interceptor AWD sedan and one (1) new 2013 Ford Police Interceptor AWD utility for a total cost of $47,803;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Approve the purchase of one (1) new 2013 Ford Police Interceptor AWD sedan and one (1) new 2013 Ford Police Interceptor AWD utility as replacement vehicles for the Turlock Police Department from Patchett's Ford of Turlock, CA, identified as having provided the low bid, in an amount not to exceed $47,803.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5P

Council Synopsis

January 22, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2011-151 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Associated Police Officers (TAPO) covering the period December 1, 2012 through November 30, 2013 (*Attachment A*)

Resolution: Rescinding Resolution No. 2011-153 and adopting a Memorandum of Understanding between the City of Turlock and Turlock City Employees Association (TCEA) covering the period November 1, 2012 through October 31, 2013 (*Attachment B*)

Resolution: Rescinding Resolution No. 2011-152 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Management Association – Public Safety (TMAPS) covering the period November 1, 2012 through October 31, 2013 (*Attachment C*)

Resolution: Rescinding Resolution No. 2011-155 and adopting a Schedule of Benefits for Confidential Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013 (*Attachment D*)

Resolution: Rescinding Resolution No. 2011-154 and adopting a Schedule of Benefits for Unrepresented Management Employees of the City of Turlock covering the period November 1, 2012 through October 31, 2013 (*Attachment E*)

Resolution: Rescinding Resolution No. 2007-259 and adopting a Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 covering the period November 1, 2012 through October 31, 2013 (*Attachment F*)

Motion: Adopting a Side Letter Agreement amending the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2012 through October 31, 2013 (*Attachment G*)

2. DISCUSSION OF ISSUE:

The Memorandums of Understanding, Schedules of Benefits, and Side Letter Agreement reflect the results of Meet and Confer with the employees speaking on behalf of all of the represented labor associations and the unrepresented confidential and management groups (see Attachments A - G).

3. BASIS FOR RECOMMENDATION:

Modifications provided in these resolutions are within the Council's direction. With this approval, all contracts are scheduled to expire October 31, 2013, with the exception of TAPO which will expire November 30, 2013. As discussed, negotiations will begin in March or April 2013 with the goal of having new contracts in place for all employee groups effective November 1, 2013 and December 1, 2013, respectively.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Fiscal impact will be detailed in the mid-year budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve these resolutions at this time and continue to meet and confer.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-151 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK ASSOCIATED POLICE OFFICERS (TAPO) COVERING THE PERIOD DECEMBER 1, 2012, THROUGH NOVEMBER 30, 2013	**RESOLUTION NO. 2013-**

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

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by continuing to make their individual and collective contribution toward reducing the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City of Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-151 and adopt the attached Memorandum of Understanding covering the period December 1, 2012 through November 30, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK ASSOCIATED POLICE OFFICERS

July 16, 2012 - October 31, 2012

December 1, 2012 – November 30, 2013

TABLE OF CONTENTS

Comment [JS1]:

1:00 TERM OF AGREEMENT 1

2:00 MANAGEMENT RIGHTS 1

2:01 General Terms 1
2:02 Medical Examinations 2

3:00 RECOGNITION 2

4:00 EMPLOYEE RIGHTS 3

5:00 FAIR SHARE FEES 3

6:00 WORK RULES 4

6:01 Establishing 4
6:02 Revising 4
6:03 Enforcing 5

7:00 BULLETIN BOARDS 5

8:00 OUTSIDE EMPLOYMENT 5

9:00 PROBATIONARY PERIOD 6

9:01 New Employees 6
9:02 Probation Upon Promotion 6

10:00 SALARIES 6

10:01 Acting Watch Commander Pay 6
10:02 Training Pay 6
10:03 K-9 Pay 7
10:04 Detectives 7
10:05 Advanced P.O.S.T. Certificate Pay 7
10:06 Educational Incentive Pay 8
10:07 Bilingual Pay 8
10:08 SWAT Pay 9

11:00 RETIREMENT 9

11:01 PERS Survivor Benefit 10
11:02 Retiree Health Plan 10

12:00 TAPO RETIREE HEALTH BENEFIT TRUST CONTRIBUTION 11

13:00 INSURANCE 11

13:01 Medical Insurance 11
13:02 Flexible Spending Accounts (Section 125) 11
13:03 Deferred Compensation in Lieu of Insurance 12

14:00 LIFE INSURANCE 12

15:00 ANNUAL LEAVE AND WAGES IN CASE OF DEATH 12

16:00 LONG-TERM DISABILITY INSURANCE 12
17:00 UNIFORMS 13
17:01 Uniform Allowance 13
17:02 Uniform Pay/Special Assignment 13
18:00 SAFETY CLOTHING 14
19:00 EDUCATIONAL INCENTIVE PROGRAMS 14
20:00 COMPUTER LOAN PROGRAM 15
21:00 HOURS OF WORK 15
21:01 Present for Work 15
21:02 Recognized work schedules- Sworn Personnel 16
21:03 Patrol Scheduling 17
21:04 School Resource Officer (SRO) 18
21:05 Detectives 18
21:06 Traffic Officers 19
21:07 Dispatch Work Schedules 19
21:08 Dispatch Scheduling 26
21:09 Dispatch Scheduled & Unscheduled Absences 26
21:10 Overtime 27
21:11 Overtime for Missed Meal Periods 27
21:12 Mandated Overtime for Patrol 28
21:13 Court Overtime 29
21:14 Callback 30
21:15 Standby Duty 30
21:16 Compensatory Time 30
22:00 JURY DUTY 30
22:01 Jury Duty 30
22:02 Jury Duty/Dispatch 30
23:00 ROTATIONS/SPECIAL ASSIGNMENTS 31
23:01 Change In Eligibility Requirements: (Sworn Officers Only) 32
23:02 Delay Of Rotation Out Of Special Assignment 32
23:03 Rotating In and Out of Special Assignments 32
24:00 TRAINING 33
24:01 Training 33
24:02 External Training 33
25:00 VACATION ACCRUAL, ACCUMULATION AND USE 34
25:01 Vacation Annual Accrual Rates and Maximum Accumulation 34
25:02 Vacation Use 35
25:03 Vacation Scheduling 35

25:04 Holidays-Sworn and Non-Sworn 35
25:05 Holiday During Vacation 38
26:00 SICK LEAVE ACCUMULATION AND USE 39
26:01 Accumulation of Sick Leave 39
26:02 Illness of Employee and Immediate Family 39
26:03 Fraction of a Day 39
26:04 Payment for Unused Sick Leave 39
27:00 MISCELLANEOUS LEAVES OF ABSENCE 40
27:01 Long Term Leave 40
27:02 Short Term Leave 40
27:03 Requests for Leave 40
27:04 Return to Work 41
27:05 Parental Leave 41
27:06 Military Service Leave 41
27:07 Bereavement Leave with Pay 41
28:00 EXAMINATION PROCEDURES 41
28:01 Bulletins 41
28:02 Bulletin Contents 41
28:03 Test Results 42
28:04 Examination Protests 42
28:05 Examination Panels 42
28:06 Probationary Employees 42
29:00 ADMINISTRATIVE LEAVE 42
30:00 COMPLAINT, GRIEVANCE DEFINITIONS 43
30:01 Grievance 43
30:02 Complaint 43
31:00 GRIEVANCE PROCEDURE 43
31:01 Representation 43
31:02 Time Frames 43
31:03 Notification 43
31:04 Steps in the Grievance Procedure 44
31:05 Appeal to City Manager 45
32:00 DISCIPLINARY PROCEDURE 45
32:01 Application 45
32:02 Types of Disciplinary Action 45
32:03 Cause for Disciplinary Action 46
32:04 Disciplinary Procedures 47
32:05 Notification of Decision 48
32:06 Appeal of Decision – Arbitration 48

Advisory Arbitration....48
33:00 SENIORITY DETERMINATIONS....50
33:01 Computation of Continuous Service....50
33:02 Break in Continuous Service....51
33:03 Layoff Provision....51
34:00 ADA COMPLIANCE....51
35:00 NON-DISCRIMINATION....51
36:00 ANTI-NEPOTISM....52
37:00 MAINTENANCE OF BENEFITS....52
38:00 ATTACHMENTS (APPENDICES)....52
39:00 SAVINGS CLAUSE....52
40:00 REOPENER....53
41:00 MODIFICATIONS TO EMPLOYEES' CONTRIBUTIONS TO BENEFITS....53
ATTACHMENT A....1
ATTACHMENT B....1
ATTACHMENT C....1
ATTACHMENT D....1
ATTACHMENT E PERS VALUATION....9

MEMORANDUM OF UNDERSTANDING

WITH TURLOCK ASSOCIATED POLICE OFFICERS

The City of Turlock and the Turlock Associated Police Officers, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the union and the representatives of the City recommend to the City Council of the City of Turlock for acceptance and approval. The terms of the agreement and understanding are as follows:

1:00 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective from ~~July 16, 2012 through October 31, 2012~~December 1, 2012 through November 30, 2013. Absent mutual agreement, except where otherwise indicated, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to ~~August 1, 2012~~April 1, 2013.

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.

This agreement 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 Examinations

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/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.

The City will pay all fees for such examination by City-appointed doctors and the information from such examinations will be made available to the employee's physician upon written request from that physician. This paragraph does not infringe upon the employee's rights under the grievance procedure.

3:00 RECOGNITION

The Turlock Associated Police Officers shall be the exclusive representative for all sworn and non-sworn employees in the City of Turlock Police Department for the following classifications:

A. Animal Services Officer
B. Animal Services Officer, Sr.
C. Animal Services Supervisor
D. Community Service Officer I/II
E. Detective
F. Emergency Services Dispatcher I/II/Sr. and Trainee
G. Evidence and Property Specialist I/II
H. Neighborhood Preservation Officer
I. Neighborhood Preservation Supervisor
J. Police Corporal
K. Police Sergeant
L. Police Officer I/II
M. Public Safety Communications Supervisor

4:00 EMPLOYEE RIGHTS

The City will comply with California Government Code section 3300-3313 (Pubic Safety Officers Procedural Bill of Rights Act) for all employees represented in this MOU.

5:00 FAIR SHARE FEES

The parties agree to implement a Fair Share Fee Agreement and the employer will provide payroll deduction of dues pursuant to the following:

1. **Union Dues and Service Fee:** All regular, full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee which is the employee's proportionate share of the Union's cost of meeting and conferring and administering the Memorandum of Understanding ("MOU"). Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.

2. **Implementation:** Any employee subject to this MOU shall be provided through the employer with a notice advising that the employer has entered into a Fair Share Agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the employer. If the form is not completed properly and returned within five working days, the employer shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.

3. **Effective Date:** The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this Agreement by the Union and the employer or after the Union has complied with paragraph 6.

4. **Religious Exemption:** Any employee subject to this MOU who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a

public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the City of Turlock Community Charities as recognized by the City of Turlock. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.

5. **Financial Report:** The Union will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to applicable law, shall provide such report to individuals who have chosen or any that choose to pay a service fee.

6. **Hold Harmless:** Union shall indemnify and hold employer and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

6:00 WORK RULES

Wages, hours, terms and conditions of employment as defined by the Meyers-Milias-Brown Act

6:01 Establishing

The employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Association but only as required by the Meyers-Milias-Brown Act (MMBA).

6:02 Revising

Proposed or modifications of existing work rules shall not become effective until the employer and the Association have negotiated them in accordance with the MMBA unless such changes may be implemented as defined by the MMBA without Association agreement. The work rule will become effective as to each employee after receipt and acknowledgement.

6:03 Enforcing

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint by TAPO as to the reasonableness of any new or existing rule, or any complaint by TAPO involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

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 representative may post such notices, although not limited to the following notices, they may include:

A. Recreational and social events of the Association
B. Association meetings or meeting minutes
C. Association elections, appointments
D. Results of Association elections

Or the Association may buy its own bulletin board to place in a space mutually agreed upon by both parties.

The Association may disseminate items A through D using the City's e-mail system. Any other items the Association wishes to disseminate using the City's e-mail system must be approved by the Chief of Police.

8:00 OUTSIDE EMPLOYMENT

A. Every employee shall devote his or her time, attention and effort to the service and welfare of the City while on duty. Employees shall not engage in any off-duty business, occupation or calling for compensation without first obtaining the approval of the Department Head.

B. Off-duty employment will be approved provided:

1. There is an absence of interference with the full and efficient performance of scheduled duty and other duties as required by normal practices of the agency.

2. There is an absence of a demonstrable conflict of interest between outside employment and City employment.

3. Outside employment will not create any liability against the City of Turlock.

9:00 PROBATIONARY PERIOD

9:01 New Employees

New employees shall serve an eighteen (18) month probationary period but will be eligible for a step increase after completing twelve (12) months of employment, contingent upon an overall performance rating of "meet standards" or above.

Lateral Emergency Services Dispatchers who have completed a probation period with a current employer and obtained a POST Dispatchers Certificate or Lateral Peace Officers who currently possess a minimum POST Basic Certificate and five years of Peace Officer experience shall serve a twelve (12) month probationary period.

9:02 Probation Upon Promotion

Employees promoted shall be required to serve a new twelve (12) month probationary period. An employee released during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted.

10:00 SALARIES

The current salaries shall be paid in accordance with Attachment "A" attached.

10:01 Acting Watch Commander Pay

Other than supervisors, officers who are assigned as Acting Watch Commanders for more than two (2) hours will receive a premium payment of five percent (5%) of their base salary for that shift.

10:02 Training Pay

Employees assigned to training duties shall receive premium pay of five percent (5%) of base salary during the time that such duties are assigned. Training

duties relate to training conducted during a formal training program, in specific skill sets required of a job classification, as opposed to training related to ongoing proficiency in perishable skills

10:03 K-9 Pay

K-9 officers will be paid thirty (30) minutes per day, seven (7) days per week, at one and one half (1 ½) times the regular rate of pay whether on or off duty, for the time caring for an assigned police K-9 including, but not limited to, handling, training, walking, boarding, feeding, grooming, veterinary examinations, or other wise caring for the dog.

The parties agree that thirty (30) minutes per day, seven (7) days per week, is based on the actual time worked and the actual time reasonably required to work for the care and maintenance of the K-9. The parties have considered all the facts and circumstances surrounding the K-9 officer's care of his/her police K-9 in arriving at the K-9 pay set forth herein.

Prior to appointment as a K-9 officer, the employee will be required to acknowledge and agree to this provision.

10:04 Detectives

Sworn personnel assigned to Detectives shall receive premium pay of two and one-half percent (2.5%) of base pay per month.

All Detectives will have the option of receiving a $100.00 per month stipend in lieu of using their assigned vehicle for transit to and from home. Detectives wishing to continue to have a "take home vehicle" will be required to conform to the existing vehicle policy for public safety.

All Detectives are issued pagers in order to respond immediately while on duty, including break time. Detectives who are off duty, but not on call, shall at least respond by telephone if paged.

10:05 Advanced P.O.S.T. Certificate Pay

Sworn Peace Officers including laterals who possess an Intermediate P.O.S.T. Certificate shall receive an additional two and one-half percent (2.5%) of their base monthly salary and those personnel who possess an Advanced P.O.S.T. Certificate will receive an additional two and one-half percent (2.5%) of their base monthly salary. This pay recognizes the completion of a specialized educational and training program established by P.O.S.T. This certificate pay will become effective on the first payroll after the employee submitted the appropriate application(s) for certificate pay and the Chief signs the paperwork. In the event

that P.O.S.T. fails to issue the certificate, the employee shall reimburse the City for all payments received.

10:06 Educational Incentive Pay

Personnel who have achieved the below-listed educational achievements shall receive the following incentive pay on a monthly basis:

Associate's Degree or Equivalent	Two and one-half percent (2.5%) of base pay
Bachelor's Degree	An additional two and one-half percent (2.5%) of base pay beyond the Associate's Degree incentive pay
Master's Degree	An additional two and one-half percent (2.5%) of base pay beyond the Bachelor's Degree incentive pay.

*Equivalent is defined for personnel who are attending, or attended, a four-year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree.

10:07 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 five percent (5%) of base salary for performing translation services. Incentive pay will become effective on the payroll closest to the date submitted by the employee for payment.

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 except for those individuals who, by previous agreement, have been identified as competent by the department.

The Chief of Police will determine organizational needs as to bi-lingual 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.

10:08 SWAT Pay

Employees who are assigned to SWAT will receive a monthly premium pay of two and one half percent (2.5%) of base salary for performing those services. SWAT assignment requires employees to meet the proficiency standards as determined by the Chief of Police.

Employees appointed to the SWAT Team, who regularly meet proficiency standards determined by the Chief of Police, will receive a monthly premium of 2.5% of base salary during their duration of assignment to the team.

11:00 RETIREMENT

The City will pay all of the employee's contribution to the Public Employees' Retirement System vested in the employee's name. Sworn personnel are covered under the Safety Retirement Plan 3% @ 50 and non-sworn are covered under the Miscellaneous Retirement Plan 2.7% @ 55. Final compensation, for retirement purposes, will be calculated on the single highest year of base wages. Conversion of sick leave towards PERS service credit will be allowed in lieu of sick leave cash-out provisions.

NON-SWORN

~~From July 16, 2011 through October 31, 2012~~Effective December 1, 2012, the employee will pay the employee's 8% PERS contribution and

Formatted: Indent: Left: 0"

~~In addition from July 16, 2011 through October 31, 2012,~~ 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 dated April 6, 2011. (See Attachment E)

The total 9% PERS contribution shall be deducted as a pretax employee pension expense and shall automatically terminate/sunset on November 30, 2013.

~~Effective November 16, 2011, non-sworn employees shall receive four and one half (4.5%) percent Equity Adjustment applied to base salary and will continue through October 31, 2012 at which time it will expire.~~

SWORN

Sworn employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS

formula. The City pays the Employee's nine percent (9%) PERS contribution as well as the Employer's contribution. ~~From July 16, 2011 through October 31, 2012~~

Effective December 1, 2012, sworn employees will pay the employee's 9% PERS contribution, to be determined on a pre-tax basis. The total 9% PERS contribution shall be deducted on a pre-tax basis and shall automatically terminate/sunset on November 30, 2013.~~sworn employees will pay the employee's 9% PERS contribution, to be deducted on a pre-tax basis.~~

~~Effective November 16, 2011, sworn employees shall receive four and one-half (4.5%) percent Equity Adjustment applied to base salary and will continue through October 31, 2012 at which time it will expire.~~

NEW EMPLOYEES – SWORN AND NON-SWORN

Formatted: Tab stops: 1.25", Left + Not at 1.39"

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.

11:01 PERS Survivor Benefit

The PERS Survivor Benefit is level Four (4).

11:02 Retiree Health Plan

A retiree health plan will be offered to City employees who retire after October 1, 1987. Premium payments will be the responsibility of the retired employee. Election to continue medical, dental and/or vision coverage of current City plan or alternate plan must be determined within 30 days of retirement. Monthly premiums are those established on a citywide basis for Retiree/COBRA coverage in the beginning of each plan year.

Premiums may be adjusted once every twelve (12) months in conjunction with plan renewal under self-insured insurance plan effective July of each year.

To be eligible for this program, employees must comply with the eligibility rules of the TAPO Medical Benefit Trust Plan Document.

12:00 TAPO RETIREE HEALTH BENEFIT TRUST CONTRIBUTION

The City agrees to continue to contribute 3% of payroll toward the TAPO Retiree Health Trust Fund. The City agrees to transmit contributions to the TAPO VEBA trust fund on a quarterly basis.

The parties agree that the term "payroll" as used in the MOU section shall have the following meaning: payroll = base salary (as shown on the salary range table) + benefits. As an example for fiscal year 2011/2012, the Parties agree that benefits for the purpose of this calculation only are 56% of base salary. The following is an example of the mathematical equation to illustrate the calculation of the City's contribution to the TAPO's retiree health trust fund: base salary of Police Officer I (range 23.7, step 1), $3,916.00 X 56%= $2,192.96; $3,916.00 (base salary) + $2,192.96 (56% calculated for benefits) = $6,108.96 X 3%= $183.27 monthly contribution to retiree health trust fund.

13:00 INSURANCE

13:01 Medical Insurance

~~The parties agree to the modification of the health care plan as recommended by the union bargaining representatives set forth in Attachment E.~~

The City will pay 100% per employee/family for a City self-funded Exclusive Provider Organization (EPO) medical/dental/prescription/vision plan.

The City shall maintain a comparable minimum level of benefits of health, prescription, dental and vision coverage to that presently provided in the partially self-insured EPO plan if the City selects an alternate stand-alone plan. TAPO shall participate in any selection process. The City shall publish the adopted costs of the partially self-insured plan in the month prior to open enrollment.

13:02 Flexible Spending Accounts (Section 125)

Employees have the option to elect to have a portion of their salary redirected on a pretax basis (through payroll deduction) into flexible spending accounts for 1) Employee insurance premium contributions, 2) Medical reimbursement for out-of-pocket medical expenses not covered under the employer's group health plan, and 3) dependent care expenses such as child care.

The administration fees, $2.00 per plan per month, for administering the medical reimbursement plan and dependent care plan, will be the responsibility of

the employee. Section 125 Administration is provided by the City's health insurance Administrator.

13:03 Deferred Compensation in Lieu of Insurance

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner coverage acceptable to 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 50% of the premium cost to the employee's deferred compensation account for those employees not electing City health insurance.

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 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 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 1/2) times the annual salary, plus $5,000 not to exceed $500,000.

15:00 ANNUAL LEAVE AND WAGES IN CASE OF DEATH

In case of the death of any employee, all wages or salaries, accrued sick leave and annual leave, excluding all liens, shall be paid as provided by law.

16:00 LONG-TERM DISABILITY INSURANCE

The employer agrees to furnish disability insurance for each full-time regular employee. The terms of this coverage are as follows:

A. Eligibility – one (1) year of full-time employment with the City of Turlock;

B. Policy waiting period – sixty (60) days;

C. Maximum augmentation of salary if employee has accrued time – eighty percent (80%) of base salary; and

D. Policy provides for maximum salary protection equal to sixty-six and two-thirds percent ($66^{2/3}$%) of base salary.

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) continuous days of 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.)

17:00 UNIFORMS

17:01 Uniform Allowance

The City shall pay the following rates for uniform allowances in July and December of each year. Effective 7/1/08

Peace Officers and Animal Services Officers	$695.00
CSO and E&P Technician, Public Safety Communications Supervisor, Neighborhood Preservation Officer/ Supervisor	$640.00
Dispatchers	$565.00

Formatted Table

The allowance is for the employee's use for purchase and cleaning of uniforms, to include jumpsuits, shoes, hats, shirts, pants, and jackets or coats, or other items designated by the City. The City shall determine which employees shall be uniformed. Detectives, for the purpose of this paragraph, shall be considered uniformed. Employees paid such allowances leaving City employment or changing to non-uniformed status shall have the pro-rated amount due the City deducted from their last paycheck while on uniformed status.

17:02 Uniform Pay/Special Assignment

Effective on the first payroll in August, the City will reimburse S.W.A.T. and Bicycle Patrol personnel $50 per year for City-mandated equipment to fulfill special assignment requirements.

18:00 SAFETY CLOTHING

The City shall make available safety clothing to employees who have occasion to work with chemicals or equipment that are hazardous and, during periods of inclement weather, to employees who are required to work outside. Safety clothing shall include rain gear, safety vests, helmets, face shields, gas masks, batons, weapons, leather gear and flashlights. The City shall determine the type, quality and quantity to be issued. Recommendations of the Safety Committee will be considered.

19:00 EDUCATIONAL INCENTIVE PROGRAMS

An employee wishing to receive reimbursement for tuition and book fees for coursework related to the advancement of knowledge and skills of their classification, must request approval by the Chief of Police and the City Manager prior to enrollment in a course. Upon successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

A. The maximum individual reimbursement is $750 per fiscal year.

B. An amount of no more than $3,000 per fiscal year for Police Department employees may be used for this purpose. Allocation of funds will be on a first-come-first-serve basis.

C. Participation in this program is contingent upon the availability of funds.

D. Participants in this program are required to have and maintain a minimum overall performance rating of "meet standards".

E. New hire probationary employees are not eligible to participate in this program.

F. A copy of the class schedule must be attached to the proposal form.

20:00 COMPUTER LOAN PROGRAM

The City agrees to offer employees, after their initial probation period, the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. A two-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 separation. Program guidelines will be established by the City and reviewed by the Union prior to implementation. Employees are not limited to one use of the computer loan program, and have the ability to reapply after five (5) years from the beginning of the initial loan.

21:00 HOURS OF WORK

21:01 Present for Work

All employees are expected to be present for work during their scheduled work hours. It is the responsibility of employees to notify their immediate supervisor or person of authority that they will not be present for duty due to illness or other reasons. Notification shall be made one (1) hour prior to the start of a scheduled shift or as soon as possible in the event of an emergency beyond the control of the employee.

Employees absent without notice for a period of more than twenty-four (24) hours shall be considered terminated. The notice of such termination shall be posted by first-class mail to the employee's current address shown on the personnel folder.

Upon proof shown by the employee that he or she was incapacitated and unable to notify the employer of the absence, the employee shall be reinstated.

All employees represented herein shall be assigned to work a regular work schedule and each work shift shall have a regular starting time. The Turlock Police Department will post a 12-month work schedule each February denoting shift rotations. Schedule changes shall be posted a minimum of fifteen (15) days prior to implementation.

Sworn personnel assigned to a compressed work schedule (iei.e.: a 4/10 or 4/11 work schedule) will work a 28-day work period as provided for by Federal Labor Standards Act §207k. This section does not supersede Section 21:10 Overtime.

21:02 Recognized work schedules- Sworn Personnel

5/8 Schedule: The 5/8 schedule consists of five (5) consecutive work shifts, generally Monday – Friday; followed by two (2) consecutive days off, generally Saturday – Sunday. A work shift consists of eight (8) consecutive hours of work, including a 30 minute meal period and one fifteen (15) minute break.

4/10 Schedule: The 4/10 schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a forty-five (45) minute meal period and one fifteen (15) minute break.

4/11 Schedule: The 4/11 schedule consists of four (4) consecutive work shifts, followed by four (4) consecutive days off. A work shift consists of eleven (11) consecutive hours of work, including a forty-five (45) minute meal period and two fifteen (15) minute breaks.

Shifts identified for sworn officers include:
- Days 0600 – 1700 hrs
- Swings 1530 – 0230 hrs
- Nights 2000 – 0700 hrs

Shifts identified for CSO's include:
- Days 0600 – 1700 hrs
- Nights 1000 – 2100 hrs

The department may adjust any shift up to one (1) hour either way, providing a minimum fifteen (15) day notice is given. Furthermore, the Department will maintain one position per shift per team, (a total of three (3) positions per calendar day for a total of six (6) positions for patrol operations), in order to assign personnel as needed; commonly referred to as "reserved slots".

Employees assigned to a 5/8 or 4/10 work schedule routinely work 2080 hours annually, as opposed to 2007 hours annually within the 4/11 work schedule. Therefore, employees assigned to a 4/11 schedule for twelve consecutive months owe the City seventy-three (73) hours per year. In recognition, Turlock Police Department may schedule a total of eight (8) nine-hour days, pro-rated for less than twelve (12) consecutive months assigned to the 4/11 schedule, for training or patrol duty during the Stanislaus County fair, paid at straight time. During the annual Stanislaus County Fair, employees may be assigned to work one (1) nine-hour shift during any of the employee's four consecutive days off. These shifts shall include a sixty (60) minute meal period and one fifteen (15) minute break. The remaining one (1) hour is credited towards missed breaks annually.

Nine-hour training or work days shall be posted a minimum of six (6) months in advance. Training days shall be scheduled on the last regular day off to avoid double backs. Training days shall not be scheduled during a regular four day off cycle containing a recognized holiday.

21:03 Patrol Scheduling

Schedule assignments, based on seniority, will occur once per year to cover three (3) four-month rotations, beginning each February 1st. This yearly schedule will be posted a minimum of thirty (30) days prior to February 1st. Shifts will be assigned by seniority, as calculated in Section 33:00 of this MOU, with the requirement all personnel must "off-shift" to another shift after two (2) consecutive rotations on the same shift.

If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

Shift selection forms shall be provided to all affected employees, allowing them to select their 1st, 2nd, and 3rd choices, during the first week of November, each year. Forms must be completed and returned no later than December 1st, each year. Failure to return a shift selection form will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. Special Assignment rotations will occur in accordance with the procedures set forth in section 23:00.

Each shift will have one (1) reserve slot, which will be the last slot for each shift. This slot will be used to provide for a shift change due to unforeseen circumstances.

Team rotations will be on the basis of need. Requests will be evaluated on a case-by-case basis, with preference given to an officer from each team willing to switch. Approval will rest with the Operations Division Commander.

Requests for a shift change will be evaluated on the basis of need. Officers may switch shifts within their own team if approved by the manager assigned scheduling responsibility.

Management reserves the right to determine the shift and team of special assignments, assigned to Patrol, after bid-a-shift selections have been made in order to insure a balance of service needs.

Beat assignments and rotations will occur as evaluated by the shift supervisor.

21:04 School Resource Officer (SRO)

During the school year, SRO's shall work a 5/8 schedule, with Saturday and Sunday off. Their regular duty hours shall be 0730 – 1530 hrs, with a one (1) hour, paid meal period included. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding.

SRO's may determine if they take a school holiday off pursuant to the MOU or work an eight (8) hour shift (with a one (1) hour paid meal period included) as assigned by management.

In the event of a school session summer break, SRO's shall be assigned to Patrol. SRO's shall work a 4/10 schedule, either Wednesday through Saturday or Sunday through Wednesday. Regular duty hours shall be 0700 – 1700 hrs. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding. SRO's are subject to mandatory overtime procedure and shall be placed at the bottom of the list upon transition to Patrol. SRO's are subject to mandatory overtime procedures during summer session break and shall be placed at the bottom of the list upon transition to patrol during the summer session break.

If more than one officer is assigned as SRO, SRO's seniority within the Turlock Police Department shall determine the choice from the above selections.

Management will endeavor to insure vacation requests from SRO's receive preference, but shall not cancel a vacation request previously approved for other sworn personnel.

During the transition of work schedules between the school year and summer break, SRO's shall receive a fifteen (15) day notice prior to schedule change and shall receive two (2) consecutive days off prior to beginning the new schedule.

21:05 Detectives

Detectives shall work a fixed 4-10 schedule. Detectives regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday, determined by seniority in the detective unit. This does not apply to detectives assigned to special task forces.

21:06 Traffic Officers

Traffic officers shall be assigned a 4-10 work schedule (7AM-5PM). Regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday.

21:07 Dispatch Work Schedules

Dispatch shift schedule times shall coincide with patrol as much as is practical due to varied work schedules. Dispatch personnel rotation schedule will occur in four-month increments compatible with patrol.

5/8 Schedule: The 5/8 schedule consists of five (5) consecutive work shifts, generally Monday – Friday; followed by two (2) consecutive days off, generally Saturday – Sunday. A work shift consists of eight (8) consecutive hours of work, including a meal period.

4/10 Schedule: The 4/10 schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a meal period.

SCHEDULE WITH 16 DISPATCHERS

Formatted: Font: 9 pt

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU & FRI	7A-5P
	SAT & SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P
MON/TUE/WED	THU - FRI	11A-9P

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	TUE & WED	7P-5A
	THU & FRI	9P-7A
TUE/WED/THUR	FRI & SAT	7P-5A
	SUN & MON	9P-7A

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

SCHEDULE WITH 15 DISPATCHERS

Formatted: Font: 9 pt

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU & FRI	7A-5P
	SAT & SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P
MON/TUE/WED	THU - FRI	11A-9P

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 14 DISPATCHERS

Formatted: Font: 9 pt

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P
WED/THU/FRI	SAT - TUE	11A-9P

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 13 DISPATCHERS

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	7A-3P
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
WED/THUR/FRI	SAT - TUE	5P-3A
SAT/SUN/MON	TUE - FRI	3P-1A
SUN/MON/TUE	WED - SAT	5P-3A

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

Formatted: Font: 9 pt, Font color: White
Formatted Table
Formatted: Font: 9 pt, Font color: White

SCHEDULE WITH 12 DISPATCHERS

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
TUE/WED/THU	FRI - MON	5P-3A
SUN/MON/TUE	WED - SAT	5P-3A
THU/FRI/SAT	SUN - WED	11A-9P

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	5P-3A
	THU & FRI	9P-7A

Formatted: Font: 9 pt, Font color: White

SCHEDULE WITH 11 DISPATCHERS

Formatted: Font: 9 pt

DAY SHIFT		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	7A-5P
WED/THUR/FRI	SAT - TUE	7A-5P
THU/FRI/SAT	SUN - WED	7A-5P

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

DAY COVER		
DAYS OFF	WORK DAYS	WORK HOURS
MON/TUE/WED	THU - FRI	7A-5P
	SAT - SUN	11A-9P

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

SWINGS		
DAYS OFF	WORK DAYS	WORK HOURS
TUE/WED/THU	FRI - MON	5P-3A
SUN/MON/TUE	WED - SAT	5P-3A

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

SWINGS COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

GRAVES		
DAYS OFF	WORK DAYS	WORK HOURS
SUN/MON/TUE	WED - SAT	9P-7A
WED/THU/FRI	SAT - TUE	9P-7A
THU/FRI/SAT	SUN - WED	9P-7A

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

GRAVES COVER		
DAYS OFF	WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	5P-3A
	THU & FRI	9P-7A

Formatted: Font: 9 pt, Font color: White

Formatted: Font: 9 pt, Font color: White

21:08 Dispatch Scheduling

Shift bidding for dispatchers shall be based on seniority. Shift bidding begins February 15th, June 15th, and October 15th for the following four (4) month shift rotation. The dispatch supervisor will post the "shift bid roster" on these dates, where in each dispatcher by seniority shall have 48 hours to complete their shift bid. Failure to participate in shift bidding will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. All dispatchers must "off-shift" to another shift after two (2) consecutive shifts. If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Indent: Left: 0.5", First line: 0", Tab stops: 1.25", Left

During the bidding process identified for Dispatchers above, Senior Dispatchers shall bid for shifts amongst other Senior Dispatchers utilizing the same protocol. The Department will maintain one (1) opening on each basic shift (Day, Swing and Grave) for Senior Dispatcher to bid to work. For purposes of shift bidding, Senior Dispatcher seniority shall be based upon continuous time in the classification of Senior Dispatcher. In the event the City filled four (4) or more Senior Dispatcher positions, Senior Dispatchers would be allowed to bid for any Cover shift, in addition to the basic shifts.

Seniority shall be based upon time in classification.

Shifts are identified as: **Day Shift**, **Day Cover**, **Swing**, **Swing Cover**, **Grave** & **Grave Cover**.

21:09 Dispatch Scheduled & Unscheduled Absences

There shall be a minimum of two dispatchers per shift including lunch coverage.

In the event an unexpected or unscheduled absence occurs, the supervisor shall first request the on-duty dispatcher to extend their shift at the overtime rate and/or request the next oncoming dispatcher to report earlier at the overtime rate in order to staff such absence. If this request fails, the supervisor shall seek off-duty dispatchers to voluntarily report to work at the overtime rate. If the supervisor is unable to locate voluntary personnel to staff this absence, the supervisor shall mandate overtime to the dispatcher with the least amount of points. If the dispatcher with the least amount of points is unable to report to work due to illness, an approved leave, or other reasonable excuse, the supervisor shall mandate the next dispatcher with the least amount of points and so on.

Dispatchers shall accrue points for all scheduled and unscheduled overtime worked, excluding overtime for non-dispatching work such as warrant processing, training or other routine office work. Points accrued by each dispatcher shall be maintained and posted in communications to establish a Mandated Overtime List. All points earned shall accrue on an annual basis. On January 1st of each year this M.O.U is in effect, all points accrued by a dispatcher shall be eliminated and each dispatcher shall begin accruing points for the year from a zero balance.

Scheduled absences shall be posted by the 15th of each preceding month for voluntary overtime signup. After every effort has been made to fill schedule absences with voluntary signups, the supervisor may schedule overtime for dispatchers with the least amount of points utilizing the Mandated Overtime List for priority vacations, special events and unforeseen absences, i.e.: sick time, in order to meet minimum staffing.

All dispatchers shall receive at least one (1) day off in a seven (7) day period.

21:10 Overtime

All overtime earned and compensated shall be based upon the regular rate of pay for the pay period in which the overtime occurred. Regular rate of pay is defined as 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.

Overtime shall be provided for time worked in excess of the employee's regularly scheduled shift, except as otherwise expressly provided for in this Memorandum of Understanding. Compensation may be earned either as overtime pay or compensatory time off, as determined by the employee.

Overtime included in up to twelve (12) consecutive hours of work shall be compensated at time and a half. Overtime performed after twelve (12) consecutive hours shall be paid at double time. Investigations personnel are excluded from this double time provision while conducting investigative assignments.

21:11 Overtime for Missed Meal Periods

Employees working a 4/11 schedule shall be compensated forty-five (45) minutes at time and a half, regardless if they are working an eleven (11) hour or nine (9) hour shift, for any portion of a missed meal period. Missed breaks are not compensated.

Animal Control Officers shall be compensated, in quarter-hour increments at time and a half, for the actual missed portion of their meal period. Missed breaks are not compensated.

Dispatchers shall be compensated one (1) hour of overtime at time and a half for a missed meal period, if working more than six (6) hours in a shift. Dispatchers shall be compensated thirty (30) minutes of overtime at time and a half for a missed meal period, if working more than four (4) hours but less than six (6) hours in a shift. Dispatchers called off their meal period within a thirty (30) minute period due to an emergency situation, will be compensated thirty (30) minutes of overtime at time and a half.

21:12 Mandated Overtime for Patrol

A Mandated Overtime List shall be established for use in those circumstances where officers and supervisors are required to work overtime. The List shall be posted and accessible by all personnel. Employees who appear at the top of the List shall be the next assigned to work overtime. Officers and Corporals will be listed together on a mandate list. Sergeants will be contained on a separate list and mandated if supervision is required.

Officers or supervisors assigned to Patrol and the Street Crimes Unit are subject to mandate. Officers or supervisors assigned as School Resource Officers are subject to mandate during the months they are assigned to Patrol and not working at the schools.

Officers or supervisors assigned to the Traffic Unit or other assignments outside of the field operations division are exempt from these mandate procedures.

Initial placement on the list shall be by reverse seniority. Officers or supervisors moved into Patrol from a non-Patrol assignment shall be placed at the bottom of the current mandate list. Working a patrol overtime detail, voluntarily or by mandate, will move an officer or supervisor to the bottom of the mandate list. This does not apply to "extension of shift" overtime; in which employees have volunteered or were mandated to work overtime at the beginning or end of their regularly scheduled work shift. Officers or supervisors who volunteer or who are mandated to work scheduled overtime, but are subsequently cancelled shall be considered as having worked the overtime and shall be placed at the bottom of the mandate list.

Except as required to deal with emergency circumstances no overtime shall be mandated without fifteen (15) day notice; that will cause the employee to work within an eight (8) hour period of a previously scheduled shift; or that will cause the employee to work during a previously scheduled vacation or within the

set of days off bordering that vacation. For these purposes, emergency circumstances shall include unanticipated events bringing an immediate threat to health and safety, which the Department does not have the on-duty resources to resolve or mitigate.

21:13 Court Overtime

Any employee called as a witness arising out of and in the course of his/her City employment or during off-duty hours shall be compensated for the time spent in transit, if out of town, in preparation, while waiting to appear, and while testifying in the following manner:

Off-duty witness time shall accrue at the rate of time and a half for pay or compensatory time off.

Overtime shall be compensated at time and a half for actual time spent in court, if such appearance is immediately following a regular work shift, or if such appearance is set within one (1) hour of the beginning of the regular work shift.

A court appearance outside of a regularly scheduled duty day shift shall be compensated, except as provided above, with a minimum of four (4) hours of overtime from 8:00 a.m. to 1:00 p.m. for the court appearance and required court related preparation time immediately prior to or following the appearance.

A separate minimum of four (4) hours of overtime shall be recorded for any such appearance between 1:00 p.m. to 6:00 p.m. and for any required court related time immediately prior to or following an appearance.

If actual court time exceeds four (4) hours in either shift, excess will be paid at time and a half. All Turlock traffic court assignments provide a two (2) hour minimum. Callback minimums do not apply to individuals who are off on sick leave or workers' compensation leave.

Employees who schedule leave utilizing vacation, holiday, or compensatory time off for the same day that the employee was previously subpoenaed for a court appearance shall be compensated as if the employee was not on leave, but working the employee's regularly assigned shift.

Employees who appear in court while on suspension, workers' compensation or leave without pay shall be paid at a straight time rate of pay for hours worked.

Employees required to stand by as a witness for court proceedings, arising out of and in the course of City employment, shall be compensated at fifty percent (50%) of the regular hourly rate for each hour of standby performed.

21:14 Callback

An employee called into work by a supervisor outside of their regular shift shall be compensated a minimum of four (4) hours at time and a half for an unscheduled event or two (2) hours at time and a half for a scheduled or planned event. An unscheduled event shall be considered any event wherein an employee is given five (5) days or less notice. Callback minimum compensation shall not be provided to employees who are called into work to correct incomplete work.

21:15 Standby Duty

Employees assigned standby duty shall be compensated at a rate of 25% of the regular hourly rate for each hour of standby duty performed. Notwithstanding the above, Investigations personnel shall be compensated for seven (7) hours of overtime per week of standby. The City agrees to provide pagers to personnel who are on standby.

21:16 Compensatory Time

No more than one hundred (100) hours total compensatory time off shall be accumulated. Employees may cash out twenty (20) hours of CTO on October 31st of each year to coincide with sick/vacation leave buyback.

22:00 JURY DUTY

22:01 Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall suffer no loss in salary, nor shall retain additional salary or benefits due to payments by the court. Such salary, emoluments or benefits except for mileage and food allowance shall be paid to the City.

22:02 Jury Duty/Dispatch

Graveyard shift dispatchers will exchange shifts with day shift dispatcher for the duration of their jury duty assignment. If employee is released when there are more than two (2) hours remaining in their shift, they will return to work to replace the relief dispatcher for the balance of the shift.

23:00 ROTATIONS/SPECIAL ASSIGNMENTS

A Special Assignment is defined as an assignment in which an officer is removed from routine patrol duties and accepts responsibility of an assignment on a regular full-time basis that is unrelated to routine patrol. Whereas, a Collateral Assignment is defined as an assignment in which an officer performs regular full-time patrol duties and, in addition, accepts responsibility of an assignment on a part-time basis. K-9 is a collateral assignment, but is considered a special assignment for the purpose of promotional eligibility, and is not subject to the 3 years employment eligibility requirement, listed in section (B).

The following provisions will be used in determining rotations to special assignments:

A. Special Assignments are limited to the following for rotation:

(2) Two (2) year assignments:
(a) C-Team
(b) Stancatt
(c) Traffic CSO
(3) Four (4) year assignments: (CSO, Officers and Sergeants)
(a) Rotational Detective
(b) School Resource Officer
(c) Stanislaus County Drug Enforcement Agency
(d) K-9 (Collateral Assignment)
(e) Traffic
(f) Professional Standards & Training Sgt. & Officer
(g) Gang Enforcement Task Force
(h) Crime Prevention

In the event new Special Assignments are created, the Chief of Police shall determine which term above shall apply.

B. An officer shall work in the Turlock Police Department for at least three (3) years, sworn service, before being eligible for special assignments. The three years is counted from date of hire to time of final filing date, listed in the special assignment announcement.

C. An officer shall have at least five (5) years of sworn law enforcement experience, at least three (3) of which must be with Turlock Police Department, before being eligible for a Detective position.

D. Officers may be eligible for K-9 Collateral Assignments upon completion of probation.

E. An officer shall work at least one (1) year in patrol between Special Assignments, excluding K-9 Patrol Officers.

Formatted: Indent: Left: 1.25", Hanging: 0.5"

~~F. Effective July 16, 2012 through October 31, 2012, in the event five (5) Corporal positions are filled, one (1) Corporal from the five or more Corporals shall be assigned to Investigations/Detectives as a Corporal for a two (2) year Special Assignment. All terms identified in MOU Section 10:04 Detectives shall apply to the Corporal assigned to Investigations/Detectives.~~

~~G.~~F. The primary duties assigned to the Professtional Standards and Training Officer are that of a Public Information Officer, managing the Department's training and processing City permits as determined by the Department. The PSTO shall not become involved in Internal Affair matters other than language translation.

23:01 Change In Eligibility Requirements: (Sworn Officers Only)

If a special assignment announcement is posted but after the final filing date there are no qualified, interested applicants, the eligibility requirements may be modified by the Chief of Police, and a new special assignment announcement posted. If modification, as to required minimum length of employment is necessary, the Chief of Police will, at minimum, require that an employee's initial probationary period be completed prior to the final filing date on the special assignment announcement.

23:02 Delay Of Rotation Out Of Special Assignment

The Police Chief can delay rotation out of non-patrol special assignments for up to three (3) months due to the needs of the Department. If a longer delay is necessary, the Chief shall notify the TAPO President of the reasons for such and the revised rotation date. Furthermore, only K-9 Patrol Officers may extend beyond the four (4) year term and remain in such assignment as determined by the serviceability of their respective K-9 upon initial assignment.

23:03 Rotating In and Out of Special Assignments

Employees rotating into special assignments will, if possible, be assigned during the months of February, June and October, to correspond with patrol shift rotations. Employees rotating out of special assignments will initially be required to fill the vacancy left by the employee rotating into the special assignment. During the next shift bidding, the employee will be able to pick which

patrol team and shift he/she wants to be assigned, as his/her seniority allows. If the employee, rotating out of, or rotating into the special assignment is identified well in advance of the annual shift bidding date, the employee rotating out of the special assignment will be allowed to bid, by seniority for the team and shift he/she desires during the next closest shift rotational month, February, June or October. If, due to this paragraph, someone is needed to change teams to balance team totals, the least senior person will be chosen.

Prior to assigning someone to another team, to fill a vacancy, the scheduling manager will post an announcement requesting a volunteer(s) to change teams. If more than one person volunteers to switch teams, the most senior employee will be chosen.

24:00 TRAINING

24:01 Training

The Police Department will annually evaluate training needs for all personnel, giving first priority to attaining minimum training standards adopted by the California Peace Officers Standards and Training and whenever fiscally possible provide enhanced training supporting career development for personnel and succession planning for the organization.

24:02 External Training

Absent a mutual agreement of an employee who may attend training, employees shall receive a minimum fifteen (15) days notice prior to any change in their regular work schedule.

Once proper notice is provided, the City may adjust an employee's regular work hours, days and days off immediately prior to, during or immediately after training in order for the employee's work schedule to coincide with the training schedule; noting overall work hours required by the City as well as an employee's overall time off.

Regardless of any work schedule adjustment to attend training, an employee assigned to 24 hours or more training shall be assigned time off from work a minimum twenty-four (24) hours prior to the first day of training or travel time to attend training and another minimum of twenty-four (24) hours off work after the last day of training or travel time returning from training.

Normally, the parties agree a day of training is equal to a day worked. However, if an employee is required to attend training (including required work beyond training; i.e. homework and/or travel) on any day which exceeds his/her

adjusted training schedule to which he/she is assigned; overtime shall be paid pursuant to this agreement.

Employees shall be compensated for travel to and from training in accordance with City Travel policy. Employees who travel less than sixty (60.0) miles from Turlock Police Department must travel on the day of training. Employees who travel sixty (60.0) miles or more from Turlock Police Department to attend training may travel the day before the training actually begins and the day after training has been completed. However, employees are expected to return on the last day of training if they can arrive at home prior to 9:00 PM. Compensation for employees who travel more or less than sixty miles is described above.

Considering the twenty-four (24) hour period of time off prior to the first day of training or travel time to attend training and twenty-four (24) hours off after the last day of training or travel time returning from training: The twenty-four (24) hour period of time off for employees required to travel sixty (60) miles or more shall be calculated from midnight the night before the day of training and backwards plus travel time and 12:01 A.M. the day after training plus travel time provided the employee does not return home before 9:00 P.M. on the last day of training.

The parties will refer to the current City of Turlock Travel Policy and Procedures, per diem, lodging, etc.

25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Annual Accrual Rates and Maximum Accumulation

Years of service	Annual Accrual Rate	Maximum Accumulation
0 to 4	100 hours (8.33 hours per month)	320 hours
4+ to14	140 hours (11.67 hours per month)	360 hours
14 +	210 hours (17.5 hours per month)	400 hours

Formatted Table
Formatted: Centered
Formatted: Centered
Formatted: Centered

The total annual accrual hours represented above are not exact but the monthly accrual rate has been agreed to by the Parties.

25:02 Vacation Use

Upon completion of twelve months employment, all employees shall take a minimum of ten (10) days or eighty (80) hours of vacation time during the next year. Maximum vacation carryover shall be limited as per the chart set forth in section 25:01. When an employee reaches their maximum vacation accumulation, no further vacation will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Employees may choose to sell back up to twenty (20) hours of vacation each year on October 31st to be concurrent with sick leave sell back. This check will be available on November 20th. Payment shall be based on the employee's wage rate as of October 16th of each year. Manual override of vacation accumulation limitation will be permitted when an employee's approved vacation of forty (40) hours or more was cancelled by the Department. The employee will be notified within fifteen (15) calendar days from the date their request is received whether their vacation has been approved. If the Police Chief or their designee withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, the manual override will be implemented.

~~During the period 7/1/11 through 10/31/12, employees will not be allowed to cash out/sell back accrued vacation time.~~

Persons who retire or separate from the City and who are eligible for payments of accrued vacation in their final check shall be paid at the wage rate in effect at the time. When approved, non-sworn personnel may take minimum increments of four (4) hours of vacation time.

25:03 Vacation Scheduling

Employees are required to request vacation leaves of one workweek or more, forty-five (45) days prior to the beginning of their vacation. Exceptions may be made by mutual agreement. Every effort shall be made to permit personnel to take vacation time of their choosing.

25:04 Holidays-Sworn and Non-Sworn

Since holidays may not in all cases be celebrated on the traditional or calendar day of observance due to the need for continual law enforcement services to the City, each holiday will be taken during the calendar month indicated below. If not taken in the calendar month indicated below due to needs of the service, it will be taken in the following month. Schedules will attempt to maximize holidays to be taken off in conjunction with the beginning or ending of scheduled days off to maximize break periods. Patrol personnel (to include CSO) working on Christmas Day will receive five (5) hours of straight time pay. If a holiday/ holiday in lieu cannot be scheduled due to service needs, then the employee will receive

Comment [JS2]:

Comment [JS3]:

pay at 1 ½ times the regular rate. ~~The preceding sentence will be suspended during the term of this MOU, July 16, 2012 through October 31, 2012.~~

In addition, if a non-patrol employee is scheduled to be off on a recognized holiday and the employee is mandated to work by the Department or is rescheduled to work by the Department, the employee has the option to be paid for that holiday at the employee base rate of pay. An employee scheduled to work on a holiday due to routine scheduling or due to a request by the employee is not eligible to be paid for the holiday.

~~For the term of this Agreement only, July 16, 2012 through October 31, 2012, employees~~ Employees assigned to the 4-11 schedule will be allowed to accumulate a maximum of 120 holiday hours. Employees assigned to the 5/2 and 4/10 schedule will be allowed to accumulate a maximum of 4 days/shifts, respectively. When an employee reaches their maximum holiday accumulation, no further holiday time will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Manual override of the holiday accumulation limitation will be permitted if the Chief withdraws authorization to utilize previously approved holiday time or request to utilize holiday time off is denied due to operational necessity and the time can not be rescheduled.

Recognized Holiday's

	Holiday/ Holiday in lieu	Month to be taken
1.	New Year's Day	January
2.	Presidents' Day	February
3.	Memorial Day	June
4.	Independence Day	July
5.	Admissions Day	August
6.	Labor Day	September
7.	Veterans' Day	October
8.	Thanksgiving Day	November
9.	Christmas Day	December
10.	Unidentified Day	any month of the year
11.	Unidentified Day	any month of the year
12.	Unidentified Day	any month of the year

Holiday Accrual

5/2 schedule	twelve (12) days
4/10 schedule	twelve (12) holiday shifts per calendar year
4/11 schedule	120 holiday hours per calendar year

Sworn Employees

Sworn employees assigned to a 4-11 work schedule ~~shall~~ may request either the holiday time off, with Department approval, or may request to be paid their annual holiday accrual up to a maximum of 120 hours. Sworn employees transferred to, or from, a 4-11 work schedule during the calendar year shall be paid for holidays

accrued while assigned to a 4-11 work schedule. Holiday Pay for sworn employees shall be paid on the ~~second regular payday in~~5th of December in the form of a separate paycheck. The Christmas holiday is to be included in Holiday Pay even though the compensation is paid before the actual Christmas holiday occurs.

~~From July 16, 2012 through October 31, 2012, Employees will not be paid or allowed to cash out/sell back holiday/holiday in lieu time.~~

Sworn employees assigned to a 4-11 work schedule may request in December of 2012 to be paid in advance for up to sixty (60) hours of their holiday accrual for calendar year 2013 (January-June). In addition, sworn employees assigned to a 4-11 work schedule may request to be paid up to 60 hours of their holiday accrual for calendar year 2012, in December 2012. On June 5, 2013, those employees not cashing out holiday time in December 2012 will be allowed to request to be paid for up to 60 hours of their holiday accrual for calendar year 2013 (January-June). This paragraph shall automatically terminate/sunset on July 1, 2013.

Starting January 1, 2013, sworn employees assigned to a 4-11 work schedule may cash out up to sixty (60) hours of their unused holiday accrual for the calendar year (January through June) on June 5th of each year. Any unused holiday accrual balance for the calendar year shall be cashed out on December 5th of each calendar year, including the Christmas holiday of that year. Holiday accrual for the calendar year shall be either used or cashed out and shall not carry over to the following calendar year.

Formatted: Superscript

Formatted: Superscript

Holiday leave credited for the 2010 calendar year for those employees assigned to the 4/11 schedule shall be maintained in a separate leave account and may be taken as paid time off as determined by the employee with supervisory approval. Holiday leave time is use it or lose it and shall never have a cash value, even when separating employment. This leave may be carried over to subsequent years.

In addition, employees assigned to the 4/11 schedule that accrued holiday leave hours between January 1, 2011 through June 30, 2011, will have that accrued time, not to exceed 60 hours, added to the holiday leave time set forth in the preceding paragraph subject to the same terms and conditions including, but not limited to, holiday leave time is use it or lose it with no cash value, even when separating employment.

Non-sworn employees assigned to a 4-11 work schedule can utilize holiday hours in lieu of pay back patrol days except during the Stanislaus County Fair and mandated training as required and scheduled by the department. Mandated training with be scheduled and posted at least six months in advance.

For fiscal year ~~2011/12~~2012/13, employees will receive a one-time credit of 56 hours of in lieu time off to be allocated as follows: ~~July 16, 2011 through July 15, 2012~~24 hours of in lieu time will be credited to the employees' vacation bank. ~~employees will receive 56 hours of in lieu time off.~~ For all non-essential classifications, as determined by the Department Director, the ~~56~~ remaining 32 hours of in lieu time must be taken as follows:

~~November 21st, 22nd, and 23rd 2011~~
December ~~24~~7th, ~~26~~8th, ~~27~~9th and ~~28~~30th ~~2011~~2012

Non-essential classifications assigned to an 8-hour workday will use December 31 as their floater holiday. Non-essential classifications assigned to a 10-hour workday shall take the 32 hours between December 24th and January 1st in full workday increments where possible or as otherwise approved by the Department.

Formatted: Superscript
Formatted: Superscript

For all essential classifications as determined by the Department Director, the ~~56~~ remaining 32 hours will be credited ~~as follows: 24 hours on November 20th and 32 hours~~ on December ~~19~~th-23rd to be taken before December 31, 201~~3~~2, with the Department Director approval. In lieu time is "use or lose" with no cash value.

Formatted: Superscript

Non-Sworn Employees

Non-sworn personnel will be able to save one holiday for up to six (6) months and use it with another holiday to offer an opportunity for a four-day weekend when the schedule will allow and approval is granted by their supervisor.

Dispatch personnel who are required to work on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day will receive the following compensation. Dispatchers required to work at least one (1) hour but less than five (5) hours shall receive two (2) hours at straight time while dispatchers who are required to work five (5) hours or more shall receive four (4) hours of straight time for such work. Independence Day and Veterans' Day, for the purpose of this bonus pay provision, will be observed on their actual days (July 4th and November 11th).

25:05 Holiday During Vacation

Non-sworn personnel who are on vacation when a holiday occurs shall receive ~~pay~~ holiday leave for such holiday.

26:00 SICK LEAVE ACCUMULATION AND USE

26:01 Accumulation of Sick Leave

Each full-time employee shall earn sick leave at the rate of eight (8) hours for each month worked or major portion thereof.

Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period and shall be recorded on the paycheck.

26:02 Illness of Employee and Immediate Family

Sick leave earned may be applied to an absence caused by illness or injury to an employee and for medical and dental office calls, or when there is an illness or injury in the immediate family that requires an employee to be absent from duty to care for such person.

As many as six (6) eight-hour days of annual sick leave may be used for illness of the employee's immediate family. In situations where an immediate family member has a catastrophic illness and requires the employee's care, they may use additional sick leave, which will be determined on a case-by-case basis with their Department Head.

26:03 Fraction of a Day

In instances involving the use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one hour. Additional actual absence in excess of one hour shall be charged to the nearest full hour.

26:04 Payment for Unused Sick Leave

After completion of four (4) years continuous service, an employee may be compensated at a rate of 50% for accrued sick leave earned in the previous year less the amount of sick leave taken. Employees may choose to sell back this amount each year on October 31st to be concurrent with vacation sellback. This check will be available on November 20th. Payment shall be based on the employee's wage rate as of October 16th of each year. An employee may use all accumulated sick leave until disability retirement.

~~During the term of this MOU, July 16, 2011 through October 31, 2012, employees will not be allowed to sell back accrued sick leave.~~

Employees who leave City employment for reasons of death, retirement, or who voluntarily terminate, shall receive compensation at a rate of 25% of the regular hourly rate for each hour of accumulated unused sick leave. This compensation does not apply to employees during their initial probation.

Employees who retire from the City are allowed the option of converting their remaining sick leave hours at a rate of 50% of their basic rate of pay to pay for health insurance premiums. Conversion of sick leave accrual towards PERS service credit will be allowed in lieu of sick leave cash out provisions.

27:00 MISCELLANEOUS LEAVES OF ABSENCE

27:01 Long Term Leave

Upon written request, Leave of Absence Without Pay may be granted by the City Manager to any permanent employee for a period not to exceed six (6) months for the following reasons:

A. Illness or disability not covered by sick leave.

B. Education or training which will benefit the employer.

C. Personal reasons.

In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager and the City Council.

All accumulated vacation time shall be exhausted prior to being granted leave of absence without pay.

27:02 Short Term Leave

A leave of absence without pay not to exceed forty (40) working hours may be granted a permanent employee by the Department Head.

27:03 Requests for Leave

Requests for leave of absence shall be made in writing to the Department Head. For leave of absence in excess of forty (40) hours the Department Head shall submit the request with his recommendations to the City Manager.

27:04 Return to Work

An employee who does not return to work by the date of leave expiration shall be considered to have voluntarily resigned from employment unless (in the opinion of the City Manager) there is a demonstrable reason for an extension.

27:05 Parental Leave

Parental leave without pay may be granted to male and female employees who anticipate the adoption or delivery of a child upon the request of that employee for a period not to exceed six (6) months. Prior to the granting of parental leave, the employee shall have exhausted all earned and accumulated compensatory time off, vacation, and sick leave.

27:06 Military Service Leave

Provisions in the State Code shall govern the approval for military leave. The City shall provide up to thirty (30) days per calendar year for active and inactive leave when documented by written orders. Leave days when charged to military leave bank are only charged when they fall on regular workdays.

27:07 Bereavement Leave with Pay

Not chargeable to vacation or sick leave, the conditions as reflected in Section 19:04 of the Personnel System Rules and Regulations will be followed in administering requests to use this benefit.

28:00 EXAMINATION PROCEDURES

28:01 Bulletins

All examination announcements shall be disseminated via department e-mail at least fifteen (15) days prior to the examination.

28:02 Bulletin Contents

Examination bulletins shall contain the following information:

A. The position being tested for.

B. The minimum requirements for qualifications.

C. The passing score required clearly stated on written and oral examinations (if any).

28:03 Test Results

Each employee shall have the opportunity to review his or her examination papers and scoring on such examination papers.

28:04 Examination Protests

Protests and/or complaints with regard to examinations shall be processed through the grievance procedure. Any protest must be made in writing within ten (10) calendar days of the posting of the examination results.

28:05 Examination Panels

Examinations for promotional positions will be arranged and conducted by the Personnel Office. A majority of evaluators will be drawn from outside of the Department. The rule of the 10-point spread will be implemented in scoring oral examinations.

28:06 Probationary Employees

No probationary employee in the bargaining unit shall be eligible to take promotional examinations.

29:00 ADMINISTRATIVE LEAVE

An employee who is under investigation may be placed on administrative leave with full pay and benefits until the investigation is completed and must be notified of reason at time of placement on administrative leave. If the investigation and administrative leave last longer than thirty (30) days, the employee shall be given reasonable notice of such extension and an estimate of the total time needed. This section shall not apply to routine citizen or other complaints of a minor nature. Administrative leave with pay shall not be considered a discredit to the employee.

30:00 COMPLAINT, GRIEVANCE DEFINITIONS

30:01 Grievance

A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

30:02 Complaint

A complaint is defined as an employee-initiated allegation or dispute concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Chief of Police being the final appeal location unless the Chief of Police is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

31:00 GRIEVANCE PROCEDURE

31:01 Representation

At each step of the grievance procedure, the employee may be represented by a representative of his or her choosing.

31:02 Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

31:03 Notification

A grievance shall be submitted in writing and shall include at a minimum:

A. Nature of the grievance

B. Date when the incident occurred

C. Description of the incident

D. Rule violated

E. Specific remedy sought by the employee(s)

31:04 Steps in the Grievance Procedure

A. First Step – Informal Discussions. Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within fifteen (15) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his or her decision within ten (10) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he or she may proceed to the next step.

B. Second Step – Immediate Supervisor. If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his or her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

C. Third Step – Intermediate Supervisor. If the employee remains unsatisfied from the results of the second step, the grievance may be submitted to the immediate supervisor's supervisor, if any, within the department organization within ten (10) working days after the immediate supervisor's answer is received by the employee. After an attempt to resolve the grievance between the employee and his or her designated representative, if any, the intermediate supervisor, if any, shall deliver a written answer within ten (10) working days after submission of the grievance. If there is no intermediate supervisor, the grievance shall go directly to the Department Head.

D. Fourth Step – Department Head. If the employee remains unsatisfied from the results of the second or third step, the grievance may be submitted in writing to the employee's Department Head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The Department Head shall meet with the employee and his or her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Head. The Department Head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The Department Head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

E. Fifth Step - City Manager. If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the Department Head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Head's decision. At the option of the employee, the grievance may be submitted directly to the City Manager.

31:05 Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his or her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

32:00 DISCIPLINARY PROCEDURE

32:01 Application

The Department Head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. Discipline is the enforcement of conformity to policies, rules, and regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defendable at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

32:02 Types of Disciplinary Action

Formatted: Indent: First line: 0.5"

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

A. Written Reprimand. Written reprimand is a written statement from the Department Head or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the appointing authority to the employee stating the cause(s) for dissatisfaction with his or her services and that further disciplinary measure may be taken if the cause is not corrected. Appeals regarding written

reprimands may be made to the Department Head. The Department Head's findings are final. Written reprimands, and all copies, shall be purged from an employee's personnel file, or any other file, after five (5) years from the date that the document was placed in the personnel file.

B. Suspension. Suspension is the temporary separation of the employee from City service, without pay, for disciplinary purposes and not to exceed ninety (90) calendar days in one (1) calendar year.

C. Demotion in Rank or Pay. A demotion in rank or pay is a change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class.

D. Dismissal. Dismissal is the discharge of an employee from City service for disciplinary purposes by the City Manager.

Formatted: Indent: First line: 0.03"

32:03 Cause for Disciplinary Action

The causes for disciplinary action include, but are not limited to, the following:

A. Insubordination, which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.

B. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.

C. Gross carelessness in the discharge of assigned duties.

D. Substance abuse or consumption of alcoholic beverages during working hours, or reporting to work in a state of intoxication.

E. Misconduct in office or employment.

F. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.

G. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.

H. Gambling for money or articles of value while on duty.

I. Careless, negligent, improper and unauthorized use of City equipment, property, or funds for private or personal purposes on duty misuse.

J. Unauthorized discussion or release of confidential informational documents or records.

K. Violation of Personnel Ordinance or Rules and Regulations or a promulgated department rule, regulation, or policy including Harassment in Employment.

L. Unlawful use, sale, or possession of narcotics, which impair job performance.

M. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.

N. Engaging in unauthorized or incompatible employment elsewhere, or engaging in political activities during work hours.

O. Dishonesty.

P. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, including pleas of nolo contendere.

Q. Discourteous treatment of the public or other employees.

R. Violation of safety procedures, unsafe work activities or action that could result in an injury to self or others.

S. Other failure of good behavior either during or outside of duty hours, which is of such a nature that causes discredit to the City.

T. Refusal to take or subscribe to any oath or affirmation that is required by law in connection with employment.

U. Filing a false police report.

32:04 Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by appointee of the Department Head, reviewed by the Personnel Officer, and then delivered to the employee, in person or by certified mail. The written notice shall include:

A. The reasons for the proposed action.

B. The charges being considered.

C. The proposed disciplinary action to be taken.

D. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request an administrative hearing with the Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

32:05 Notification of Decision

Within ten (10) working days after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his or her behalf, the Department Head shall notify the employee of any disciplinary action to be taken and the effective date.

32:06 Appeal of Decision – Arbitration

Advisory Arbitration

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

A. City Manager. The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal. 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.

B. Advisory Arbitration to City Manager and City Council. For suspensions, demotions in rank or salary, or terminations, an employee may submit an appeal to the City Clerk's office within ten (10) working days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

C. Selection of Arbitrator. Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first.

D. Cost of Arbitrator. The cost of the arbitrator shall be borne equally by the employee and the City.

The arbitrator shall submit a written advisory opinion to the City Manager, as well as the Administrative record of the Advisory Arbitration Hearing, from which the City Manager will determine to confirm or modify the arbitrator's recommendation with ten (10) working days of receipt, and refer the aforementioned recommendation and Administrative Record to the City Council for their review and action.

The City Council shall consider this matter within thirty (30) calendar days of its referral from the City Manager and render a decision within ten (10) calendar days of considering the matter. The employee will be given an opportunity to address the City Council regarding the City Manager's determination on discipline after considering advisory arbitration prior to the City Council's final action. Said opportunity to address the Council is for a brief summation of remaining issues related to the advisory arbitrator's recommendation and the City Manager's determination. Such address does not constitute a new hearing and any action by the City Council will be based on the Administrative Record provided by the Advisory Arbitrator.

Alternative Binding Arbitration During the Term of This Agreement

Formatted: Font: Bold
Formatted: Indent: First line: 0"
Formatted: Font: Bold
Formatted: Font: Bold

As an alternative to Advisory Arbitration identified in Section 32:06(B) of the MOU, TAPO may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, reduction-in-pay or transfers for purposes of punishment. 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 16, 2011 and November 30, 2013 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 shall be borne equally by both parties to the arbitration. 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 the 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 and shall determine the appropriate remedy or disposition of the case. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

The binding arbitration provisions set forth herein shall automatically sunset/terminate on November 30, 2013.

33:00 SENIORITY DETERMINATIONS

Seniority shall be based upon time in rank (classification) with ties being broken by a flip of the coin.

33:01 Computation of Continuous Service

Only full-time (paid status) appointment to an allocated position shall be counted in computing seniority; contract or part-time service shall not be counted.

33:02 Break in Continuous Service

A break in continuous service is defined as not being employed by the City of Turlock for a period of more than ninety (90) calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered as a break in continuous service.

33:03 Layoff Provision

In the event of layoff, total **continuous** service within the City of Turlock Police Department will determine seniority for bumping purposes. In determining bumping rights, the first criteria to be used shall be time in rank (classification); the second criteria shall be continuous service time in the Turlock Police Department.

Any reduction in force will be conducted as provided by the City Personnel Systems Rules and Regulations except as provided above.

34:00 ADA COMPLIANCE

The City and TAPO acknowledge and agree that the ADA may require modification of City policy or M.O.U. provision to provide reasonable accommodation to individuals protected under the act on a case-by-case basis. The City and the Union agree to meet and confer if the accommodation will require some modification of the M.O.U. or city policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining.

Said meet and confer will be a case-by-case basis and no single accommodation shall establish a past practice.

35:00 NON-DISCRIMINATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affliction, action or belief, physical or mental disability medical condition, pregnancy related condition, sex, marital status or sexual orientation, or genetic history. The parties agree to recognize, respect, and support the City's commitment to nondiscrimination in employment as set forth in state and federal law.

36:00 ANTI-NEPOTISM

For the purposes of interpreting the City's Anti-Nepotism Resolution (94-005), Police/Fire Dispatchers shall not be considered as having sole authority to make assignments and, thus, do not fall within a supervisory conflict of interest relationship with Police Officers. However, should a relationship as defined in the resolution occur between a Dispatcher and an Officer for the purposes of morale, separate shift assignments might be required to ensure a conflict of interest violation does not occur.

37:00 MAINTENANCE OF BENEFITS

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

38:00 ATTACHMENTS (Appendices)

A. All attachments (appendices) are to be considered a part of this Memorandum of Understanding.

B. The Personnel Systems Rules and Regulations of the City of Turlock shall be incorporated herein, and any article, section, or portion of this attachment that is contrary to any other portion of this Memorandum of Understanding shall not stand.

39:00 SAVINGS CLAUSE

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the Association agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

40:00 REOPENER

The parties agree that during the term of this MOU, either party may make proposals concerning PERS retirement plans or the procedure in which contributions are made to TAPO's Retiree Health and Welfare Trust Fund through the meet and confer process. Any change, as a result of said discussions, requires a mutual agreement of the parties, during the term of this MOU.

41:00 MODIFICATIONS TO EMPLOYEES' CONTRIBUTIONS TO BENEFITS

The modification of the employee's contributions to benefits as set forth in this Agreement may be decreased from time to time in not less than six (6) month increments, in the event that there is an increase in the City's general fund revenue. Any whole percentage increase in the City's general fund revenues after revenue and expenditures are balanced will result in a proportional decrease in the employee's contribution to the benefits modified by this ~~side letter agreement modified by the~~ MOU.

SIGNATURE PAGE FOLLOWS

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

TURLOCK ASSOCIATED POLICE OFFICERS

Brandon Bertram, President — Date Signed

GOYETTE AND ASSOCIATES

Paul Konsdorf, Labor Representative — Date Signed

NEGOTIATING TEAM MEMBERS – TAPO

Tony Silva — Date Signed

Russ Holeman — Date Signed

Ruth Hoover — Date Signed

James Silveira — Date Signed

CITY OF TURLOCK

Roy Wasden, City Manager — Date Signed

Sarah Eddy, Human Resources Manager — Date Signed

APPROVED AS TO FORM

Phaedra Norton, City Attorney — Date Signed

Formatted

ATTACHMENT A
SALARY SCHEDULE
Effective ~~07/01/08~~11/01/2012

SWORN

22.7	3730	3916	4112	4318	4534	POLICE OFFICER TRAINEE
23.7	3916	4112	4318	4534	4760	POLICE OFFICER I
26.7	4534	4760	4999~~5248~~5243		5510	POLICE OFFICER II
27.7	4760	4999	5248	5510	5786	POLICE DETECTIVE
28.1	4851	5093	5348	5615	5895	POLICE CORPORAL
31.1	5615	5895	6190	6499	6824	POLICE SERGEANT

NON-SWORN

19.4	3238	3400	3571	3749	3937	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3451	3624	3806	3996	4196	ANIMAL SERVICES OFFICER COMMUNITY SERVICE OFFICER I EVIDENCE & PROPERTY SPECIALIST I
21.2	3535	3712	3898	4093	4298	ANIMAL SERVICES OFFICER, SR COMMUNITY SERVICES OFFICER II EVIDENCE & PROPERTY SPECIALIST II
21.4	3571	3749	3937	4134	4341	EMERGENCY SERVICES DISPATCHER I
21.9	3661	3844	4036	4238	4450	EMERGENCY SERVICES DISPATCHER II
22.2	3712	3898	4093	4298	4513	NEIGHBORHOOD PRESERVATION OFFICER
23.4	3937	4134	4341	4558	4786	EMERGENCY SERVICES DISPATCHER, SR.
25.7	4406	4627	4858	5101	5356	ANIMAL SERVICES SUPERVISOR NEIGHBORHOOD PRESERVATIONS SUPERVISOR
28.7	5101	5356	5624	5906	6201	PUBLIC SAFETY COMMUNICATIONS SUPERVISOR

ATTACHMENT B

Matrix Title to be discussed during upcoming negotiations

SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	To be discussed during upcoming negotiations	
				SPECIAL TRAINING	SHIFT ROTATION
POLICE OFFICER I	30 College Semester Units	None		Completion of Academy	
POLICE OFFICER II	30 College Semester Units	18 months as P.O. I	Basic Certificate		
CORPORAL	45 College Semester Units	5 yrs./3 yrs. in Turlock*	Intermediate Certificate	(1) Special Assignment***	
SERGEANT	**Education and Experience:** 60 College Semester Units, five (5) years' experience as a Police Officer II with Turlock Police Services and supervisory experience, either four (4) years as a Field Training Officer **or** two (2) years as a Police Corporal with Turlock Police Services **OR** Possession of a Bachelor's Degree from an accredited college or university in law enforcement or a related field and five (5) years' experience as a Police Officer II with Turlock Police Services.**		P.O.S.T. Advanced Certificate	(1) Special Assignment	Must attempt to rotate through all shifts within three (3) years prior to appointment

Special Assignment: as defined in Section 30 of the MOU

* If an internal exam is conducted for the position of Corporal and/or Sergeant and there are an insufficient number of candidates, an open recruitment may be conducted and a total of five (5) years of experience with any agency will satisfy the minimum experience requirement.

** Supervisory experience may run concurrently with five (5) years as a Police Officer II.

***(1) Special Assignment shall include the completion of one (1) year in a special assignment or completion of one (1) year with a collateral duty with Turlock Police Services.

Formatted

ATTACHMENT C

NON-SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	SPECIAL TRAINING
ANIMAL SERVICES OFFICER	30 College Semester Units	2 years with Animals	PC 832 w/in 6 months	CDL
CSO I; EVID & PROP	30 College Semester Units	2 years with Public	CSO – job related courses w/in 18 months	CDL
CSO II ; EVID & PROP II	30 College Semester Units	2 years as CSO I	Practical Test	Completion of Special Training
NEIGHBORHOOD PRESERVATION OFFICER	60 College Semester Units	2 years technical Administration	PC 832 at appointment	CDL
ESD TRAINEE	Twelfth Grade	None	DOJ CLETS Workbook w/in 6 months **AND** Type 35 wpm	
ESD I	Twelfth Grade	12 months dispatch experience	DOJ CLETS Workbook w/in 6 months **AND** Type 35 wpm	CAD
ESD II	Twelfth Grade with Additional College Coursework	36 months of dispatching experience **OR** 18 months as a Dispatcher I with the City of Turlock	DOJ CLETS Workbook w/in 6 months **AND** P.O.S.T. Dispatch Certificate **AND** Type 45 wpm	CAD
ESD, SENIOR	15 College Semester Units & 3 Units in Supervisory Training	12 months as a Dispatcher II with the City of Turlock	Possession of DOJ CLETS Workbook **AND** P.O.S.T. Dispatch Certificate **AND** Type 45 wpm	CAD

Formatted

ATTACHMENT D

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

I. PURPOSE

It is the intention of this policy to eliminate and prevent substance abuse and its effects in the workplace. While the City of Turlock has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours are inconsistent with this objective. For definition purposes throughout this policy, "impair" or "impairment" shall be considered use by an employee of alcohol and/or all substances, drugs, or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the City of Turlock will be supportive in accordance with Labor Code 1025 et seq. of those who seek help voluntarily, the City cannot and will not tolerate performance problems caused by substance abuse.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to prevent and/or eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which impair an employee's ability safely and effectively to perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this policy should be aware that violations of this policy may result in discipline, which includes but is not limited to termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can impair an employee's ability both mentally and physically to perform the duties and functions safely and effectively, the following policy is agreed upon.

II. POLICY

It is city policy that employees shall not be impaired by alcohol or drugs; nor possess alcohol or illegal drugs at the assigned work sites. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs.

It is city policy that no alcoholic beverages are permitted at the assigned work site unless expressly authorized by the City Manager.

It is the duty of the employee to notify his/her supervisor before beginning work, after taking prescribed medications or drugs which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of equipment. Failure to notify the supervisor may result in the employee being disciplined, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical practitioner may be required by the Department Head or his/her designee. Such clearance may be obtained by the employee on City time and at City expense if the employee is directed to obtain the verification prior to commencing or resuming his/her assigned duties. Use of City time must be reasonable and no overtime liability shall be incurred. In the event such clearance cannot be obtained, a good faith effort shall be made to find modified duty. Modified duty in this case is not subject to the Grievance Procedure.

The City reserves the right to search, without consent or warrant, all areas and property in which the City maintains control or joint control with the employee. Controlled and jointly controlled areas include City vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee shall have his/her personal locker or other personal storage space for storage that may be assigned exclusively to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained. This section shall apply only to lockers or other space for storage that are owned or leased by the City. All such searches shall be based on probable cause. "Probable cause" as used in this policy shall have the same meaning as when applied in California criminal law. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Refusal to submit immediately to a medical examination, subject to Section VI of this policy, based on probable cause for suspicion of drug or alcohol impairment while on duty when ordered by the Department Head or his/her designee may constitute insubordination and may be grounds for discipline which includes but is not limited to termination. For the purpose of this

policy, designee shall be defined as the Assistant Department Head or other City manager who is assigned the authority to act for the Department Head in his/her absence.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

The City is committed to providing reasonable accommodation as provided under Labor Code 1025 et seq. to any employee who enters a drug rehabilitation program.

The City has established a voluntary Employee Assistance Program ("EAP") to assist those employees who seek help for alcohol or drug problems. Employees should contact their supervisor or Personnel for additional information.

III. APPLICATION

This policy applies to all employees of the City in the classifications covered by this Memorandum of Understanding. This policy applies to alcohol and to all substances, drugs or medication, legal or illegal, which impair an employee's ability to perform his/her assigned functions and duties.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

A. not report to work or be subject to duty (on-call) while his/her physical and/or mental ability to perform job duties is impaired from on- or off-duty alcohol or drug use;

B. not possess impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at any time while at the assigned work site;

C. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty;

D. submit immediately to a medical examination when ordered, in writing by a Department Head or designee when probable cause exists that the employee is either physically or mentally unable to perform the duties of his/her position;

E. notify his/her supervisor before beginning work or prior to taking any medically prescribed medication or drugs at work which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of City equipment;

F. provide within two (2) work days of request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a medical examination reveals the presence of such drugs or medications. Extensions of time beyond the two work days may be granted upon the showing of good cause. The prescription must be in the employee's name;

G. must abide by the regulation of the Drug-Free Workplace Act of 1988. Thus, such employees who are convicted of any criminal drug statute for a violation occurring in the workplace must notify personnel no later than five (5) days after the conviction. Once the City is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate action up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

A. Department Heads or their designees are responsible for reasonable enforcement of this policy;

B. A Department Head or designee may order in writing an employee to submit to a medical examination when the Department Head or his/her designee has probable cause to believe that an employee is intoxicated or otherwise impaired by drugs or alcohol while on the job or receiving compensation for on-call duty and thereby subject to being called and is not physically and/or mentally able to perform the duties of his/her position. The medical examination may include sampling of urine for purposes of testing for alcohol or drugs;

C. A Department Head or designee ordering an employee to undergo a medical examination shall document in writing the facts constituting probable cause that the employee in question is intoxicated or impaired by alcohol or drugs prior to the request for the medical exam;

D. A Department Head or designee encountering an employee who refuses an order to submit to a medical examination shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is

probable cause to believe that the employee is at that time impaired by alcohol or drugs, the employee shall remain at work site for a reasonable time until he/she can be safely transported home or removed to another appropriate location;

E. A Department Head or designee shall not physically search the person of an employee, nor shall they search the personal possessions of an employee without the freely and voluntarily given written consent by the employee;

F. Management employees and non-management supervisors shall notify their Department Head or designee when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is probable cause to suspect illegal drug possession, the Department Head or designee shall notify the appropriate parties, including the Personnel Officer or designee.

G. The Department Head or designee may have due consideration to successful completion of a generally recognized substance abuse treatment program when determining what, if any, disciplinary action to impose on an employee for violations related to drug or alcohol abuse.

VI. MEDICAL EXAMINATION AND PROCEDURE

The medical examination may test for any substance which could physically and/or mentally impair an employee's ability to perform safely and effectively the functions and duties of the job, including, but not limited to prescription medications, heroin, cocaine, morphine, and its derivatives, P.C.P., methadone, barbiturate, amphetamines, marijuana, other cannabinoids, and other illegal substances defined by state law.

An employee shall have the right to representation and the employee shall be informed of the right to representation prior to any meeting to be held for the primary purpose to investigate allegations of drug or alcohol impairment, and/or illegal sales or possession; and if the allegations were subsequently found to be true, formal disciplinary action would result. (Employees have the right to waive representation.) Employees shall have the right to have a representative present prior to being medically examined for probable cause to suspect use. The representative must be available and present within a reasonable time from the time of the request. The City reserves the right to administer a medical examination within two hours of the call to the representative, depending upon the circumstances.

A second specimen shall be obtained and maintained by the laboratory facility. Within forty-five (45) days of the receipt of a notice of intended discipline

the employee or his/her representative may request and secure the specimen at the employee's or the representative's expense. It is the affirmative obligation of the employee or representative to request the second specimen from the City.

VII. RESULTS OF MEDICAL EXAMINATION

A. Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol test obtained during a medical examination may result in disciplinary action up to and including termination.

2. If a drug screen is positive, the employee must provide within two (2) work days of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. Extension of the time beyond the two work days may be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or the employee has not previously notified his/her supervisor that he/she has taken impairing prescription medication, the employee will be subject to disciplinary action up to and including termination.

3. If an alcohol or drug test is administered during the medical examination and is positive for alcohol or drugs, the City shall conduct an investigation to gather all relevant facts. The decision to impose discipline of less than termination or to discharge will be carried out in conformance with the Appeals Procedure provided in the Memorandum of Understanding between the Turlock Associated Police Officers and the City of Turlock.

4. Testing and reporting of test results will follow the guidelines as established by the Department of Health and Human Services as promulgated in Volume 53, No. 69 of the Federal Register as incorporated herein and made a part of this policy by reference.

VIII. CONFIDENTIALITY

Medical or laboratory reports or test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Department. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the employee on written request. Disclosures without employee consent may also occur when:

A. the information is compelled by law or by judicial or administrative process;

B. the information has been placed at issue in a formal dispute between the City and the employee;

C. the information is to be used in administering an employee benefit plan;

D. the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

Formatted: Heading 1, Indent: Left: 0", Tab stops: Not at 0.48"

ATTACHMENT

Attachment E Pers Valuation

(Correct Footer of Pers Valuation)

Formatted: Font: (Default) Arial, 12 pt, Font color: Auto

Formatted: Font: 8 pt

Formatted: Font: (Default) Arial, 8 pt

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 2

ATTACHMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-153 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK CITY EMPLOYEES ASSOCIATION (TCEA) COVERING THE PERIOD NOVEMBER 1, 2012, THROUGH OCTOBER 31, 2013	**RESOLUTION NO. 2013-**

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

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by making their individual and collective contribution toward improving the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-153 and adopt the attached Memorandum of Understanding covering the period November 1, 2012 through October 31, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

Style Definition: Heading 1: Font: 14 pt

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF TURLOCK

AND

TURLOCK CITY EMPLOYEES ASSOCIATION

November 1, 2012 – October 31, 2013 ~~JULY 16, 2011 - JULY 15, 2012~~

MEMORANDUM OF UNDERSTANDING

CITY OF TURLOCK AND TURLOCK CITY EMPLOYEES ASSOCIATION

TABLE OF CONTENTS

PREAMBLE 1

1:00 TERM OF AGREEMENT 1

2:00 MANAGEMENT RIGHTS 1

2:01 GENERAL TERMS 1

2:02 MEDICAL EXAMINATIONS 3

3:00 ASSOCIATION BARGAINING 5

3:01 Representative Time Off 5

4:00 ~~INTENTIONALLY LEFT BLANK~~ AGENCY SHOP 5

~~3:02~~ 4:01 Representative Fee for Non Association Members 5

~~3:03~~ 4:02 Association Membership 5

~~3:04~~ 4:03 Payroll Deductions for Non Association Members 7

5:00 ~~INTENTIONALLY LEFT BLANK~~ CITY POLICIES 7

6:00 PERSONNEL RULES 8

7:00 ~~INTENTIONALLY LEFT BLANK~~ BUDGET REPORTS 8

8:00 SCHEDULE CHANGES 8

9:00 EMPLOYMENT 8

9:01 Probation – New Employees 8

9:02 Promotional Employees 9

9:03 Personnel Files 9

9:04 Evaluations 9

9:05 New Positions And Job Openings 9

9:06 Classification Descriptions 9

10:00 SALARIES / SPECIAL PAY / OVERTIME / STANDBY / CALL BACK / 9

10:01 Cost of Living – None 9

10:02 Bilingual Pay 9

10:03 Associate Degree Incentive Pay 11

10:04 Bachelor Degree Incentive Pay 11

10:05 Out of Class Pay 11

10:06 Flexible Staffing 12
10:12 Holiday Overtime 13
10:13 Standby 13
10:14 Holiday Standby 13
10:15 Work on Holiday Standby 14
10:16 Call Back 14
11:00 RETIREMENT BENEFITS 14
11:01 Retirement Program 14
11:02 Retiree Health 15
11:03 Retiree Health Savings RHS Vantage Care - Funding 15
11:04 Retiree Health - Eligibility 16
11:06 Deferred Compensation 16
12:00 VANTAGE CARE RETIREE HEALTH SAVINGS PLAN 16
13:00 INSURANCE 17
13:01 Health, Dental & Vision Benefits 17
14:00 LIFE INSURANCE 18
15:00 DONATION OF ACCRUED TIME 18
16:00 LONG TERM DISABILITY 19
17:00 UNIFORMS 19
18:00 SAFETY GEAR BOOTWEAR REIMBURSEMENT ALLOWANCE 19
19:00 EDUCATIONAL REIMBURSEMENT PROGRAM 20
19:02 Certification Exams 21
20:00 COMPUTER LOAN PROGRAM 21
21:00 INTENTIONALLY LEFT BLANK 21
22:00 JURY DUTY 21
23:00 INTENTIONALLY LEFT BLANK 22
24:00 INTENTIONALLY LEFT BLANK 22
25:00 VACATION ACCRUAL, ACCUMULATION AND USE 22
25:01 Vacation Accrual 22
25:02 Maximum Vacation ~~Accumulation~~ Accrued 22
25:03 Required Annual Vacation Usage 23
25:04 Vacation Sellback 23

26:00	SICK LEAVE ACCUMULATION AND USE	23
26:04	Unused Sick Leave	24
26:05	Family Illness	25
26:06	Immediate Family	25
27:00	HOLIDAYS	25
28:00	MISCELLANEOUS LEAVES OF ABSENCE	27
28:01	Absence Without Leave	27
28:02	Reinstatement After Discharge	28
28:03	Injury Leave	28
28:04	Light Duty Assignments	28
28:05	Military Leave	29
28:06	Special Leave	29
28:07	Bereavement Leave	30
29:00	ADMINISTRATIVE LEAVE WITH PAY	31
30:00	GRIEVANCE AND COMPLAINT DEFINITIONS	31
31:00	GRIEVANCE AND COMPLAINT PROCEDURES	31
31:01	Representation	31
31:02	Time Limits	31
31:03	Notification	32
31:04	Steps in the Grievance Procedure	32
31:05	Appeal to City Manager	33
32:00	DISCIPLINARY PROCESS	33
32:01	Causes for Discipline	33
32:02	Types of Disciplinary Action	35
32:03	Disciplinary Procedures	36
32:04	Notification of Skelly Meeting Decision	36
32:05	Appeal of Decision	37
33:00	LAYOFF PROCEDURES	40
33:01	Emergency Suspension of City Services	40
33:02	Shortage of Work or Funds	40
33:03	Seniority Determination	41
33:04	Bumping Rights	41

33:05 Work in Lieu of Layoff 42
33:06 Re-employment Lists 42
33:07 Layoff Rules and Policies 42
35:00 43
Anti-Drug and Alcohol Misuse Prevention Program 43
36:00 NON-DISCRIMINATION 43
37:00 AGREEMENT VALIDITY 43
38:00 PARITY PROVISION 44
Attachment A Health Coverage In Retirement 46
Attachment B PERS Valuation 47
Attachment C Drug Free Work Place Policy 48
Attachment D DOT Policy 48

~~ATTACHMENTS:~~

Formatted: Not Strikethrough

~~Retiree Health Insurance Offset~~
~~Vantage Care Proposal Plan~~
~~Drug Free Workplace Policy~~
~~Anti-Drug and Alcohol Misuse Prevention Program~~
~~Recommended Health Plan Changes~~
~~PERS Valuation Table~~

Comment [B1]: Delete all – seer new section 5

Formatted: Not Strikethrough

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK CITY EMPLOYEES ASSOCIATION

PREAMBLE

Formatted: Heading 1, None, Widow/Orphan control, Don't keep with next, Hyphenate, Tab stops: Not at 0" + 1"

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 City Employees Association hereafter referred to as "TCEA" 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 TCEA. The authorized representatives of TCEA 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.

~~During the term of this M.O.U. the parties agree to meet and confer in good faith to incorporate any valid side letter agreements and to make modifications to non-economic issues. The parties intend to complete this process on or before December 23, 2011.~~

Comment [B2]: Delete see new section 5

Comment [B3]: Fix footer reso # and date

1:00 TERM OF AGREEMENT

The term of this Memorandum of Understanding ("MOU") shall commence at 12:01 a.m., on November 1, 2012 ~~July 16, 2011~~ and terminate at midnight, on October 31, 2013~~July 15, 2012~~. Any time after June 30, 2013~~January 30, 2012~~, either the City or TCEA may deliver written notice to the other party of its intent to modify the terms of this MOU.

2:00 MANAGEMENT RIGHTS

2:01 GENERAL TERMS

The City continues to possess exclusively the rights listed below plus all other rights to which, by law, the City is entitled. These rights may not be

abridged or modified in any way, except by formal legislative action by the City Council (i.e.- resolution or ordinance):

a. To determine the mission of all constituent departments, commissions and boards.

b. To set standards of service.

c. To determine the appropriate levels of City services, except where defined in the MOU.

d. To take disciplinary action for just cause.

e. To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization and technology.

f. To employ any appropriate means or method to maintain the efficiency of governmental operations and administration.

g. To determine the methods, means and personnel by which government operations are to be conducted.

h. To determine the procedure and standards for selection for employment and determine the content of job classifications.

i. To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring employees work overtime.

j. To direct employees, make assignments and determine need for overtime work.

k. To transfer or reassign employees, as outlined in the MOU.

l. To layoff employees by position as result of: elimination of positions through City Council

resolution, lack of work; budgetary considerations (including, without limitation, lack of funds or other appropriate related reasons), reorganization; or other related reasons.

2. Any agreement between the City and TCEA evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.

3. Prior to any resolution, ordinance or statement of policy affecting employee rights, wages or working conditions of employment, the City shall provide ten days' notice to TCEA. TCEA shall have the right to express its opinion upon the matter to the City Manager, Mayor and City Council and maintains the right to meet and confer regarding such proposed changes when applicable.

2:02 MEDICAL EXAMINATIONS

1. **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.

2. **Costs.** Fees for the examination and for the service of medical specialists or technicians, if required by the City, shall be paid 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. **Transfer.** When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, but is able to perform the work of another vacant position, the appointing power may transfer the employee to such a position. The employee transferred pursuant to this section shall receive the maximum of the salary range of the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.

4. **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.

5. **Reinstatement.** Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant position, if it is determined by the Department Director that the employee is no longer incapacitated for duty. In approving or ordering such reinstatement, the City Manager may require the satisfactory completion of a new probationary period only if the employee is placed

in a different position. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed on a re-employment lists.

3:00 ASSOCIATION BARGAINING

3:01 Representative Time Off

1. Four (4) TCEA representatives shall be granted reasonable paid release time for meet and confer. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.

2. The City will allow two (2) TCEA 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 ~~INTENTIONALLY LEFT BLANK~~ AGENCY SHOP

Comment [B4]: Break this section out and re-number subsections.

Formatted: Tab stops: Not at 1"

~~3:02~~ 4:01 Representative Fee for Non Association Members

It is understood that TCEA may charge non-members a reasonable fee when the non-member requires or desires representation services for grievances and discipline, and it is agreed that such fee shall not be a violation of this section or the M.O.U.

~~3:03~~ 4:02 Association Membership

1. Pursuant to California Government Code §3502.5, TCEA caused an "agency shop" arrangement to be placed into effect by a secret ballot election that concluded on June 7, 2004. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of employment either join the Association or pay the Association a service fee.

2. The City has agreed to provide all new represented employees on the date of their initial employment an information packet explaining the agency shop arrangement, association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information shall be provided to the City by TCEA and shall be produced at the sole expense of TCEA. TCEA acknowledges the requirements of Government Code § 3502.5(f) regarding financial reports.

3. Pursuant to Government Code § 3502.5, any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association but shall, in lieu of dues or agency shop fees, pay a sum equal to the agency shop fee to one of the following non-religious, non-labor charitable organizations: Earthshare of California, United Way, or the American Red Cross.

4. All regular full-time employees who are members of TCEA on the effective date of this MOU shall maintain such membership in good standing during the term of the MOU; subject, however, to the right to resign from membership during the thirty (30) days prior to the expiration of this MOU.

5. All regular full-time employees hired after the effective date of this MOU, and who choose to become members of TCEA, shall maintain such membership in good standing during the remaining term of this MOU.

6. Pursuant to Government Code § 3502.5(b), TCEA shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by City for the purpose of complying with this Section.

~~3:04~~ 4:03 Payroll Deductions for Non Association Members

The City will deduct, each month, monthly dues in the amount certified by TCEA from the pay of those employee members of TCEA who individually request, in writing, that such deduction be made and from agency fee payers as authorized by the agency shop arrangement.

5:00 ~~INTENTIONALLY LEFT BLANK~~ CITY POLICIES

5:01 Establishing Work Rules and Policies

The City agrees to meet and confer on ~~negotiate~~ changes in existing work rules or the establishment of new work rules with the Association as required by Government Code §3500 et.seq.

5:02 Revising Work Rules and Policies

Proposed or modifications of existing work rules shall not become effective until the City and Association have met and conferred on~~negotiated~~ them in accordance with Government Code §3500 et.seq. Work rules will become effective as to each employee after receipt and acknowledgement.

5:03 Enforcing Work Rules and Policies

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and enforced.

Any unresolved complaint by the Association as to the reasonableness of any new or existing rule, or any complaint by the Association involving

Formatted: No underline, Not Expanded by / Condensed by

Formatted: None, Indent: Left: 0.5", First line: 0.25", Space After: 10 pt, Line spacing: Multiple 1.15 li, Widow/Orphan control, Don't keep with next, Hyphenate, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial

Comment [B5]: Same as TAPO 6:01except for GC cite instead of MMBA.

Formatted: Font: (Default) Arial, 11 pt

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: None, Indent: Left: 0.5", First line: 0.5", Space After: 10 pt, Line spacing: Multiple 1.15 li, Widow/Orphan control, Don't keep with next, Hyphenate, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Font: (Default) Arial

Formatted: None, Space After: 10 pt, Line spacing: Multiple 1.15 li, Widow/Orphan control, Don't keep with next, Hyphenate, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Comment [B6]: Same as TAPO 6:02 except for GC cite instead of MMBA and drop superfluous wording re implementation.

Formatted: Font: (Default) Arial, 12 pt

Formatted: No underline, Not Expanded by / Condensed by

Formatted: None, Space After: 10 pt, Line spacing: Multiple 1.15 li, Widow/Orphan control, Don't keep with next, Hyphenate, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Comment [B7]: Same as TAPO 6:03 except name change.

Formatted: Font: (Default) Arial, 12 pt

Formatted: No underline, Not Expanded by / Condensed by

~~5:04 Vantage Care and Retiree Health~~

~~The City will maintain the current policies regarding Vantage Care and Retiree Health Insurance for the term of this agreement.~~

Comment [B8]: Carry-over of current policies.

6:00 PERSONNEL RULES

The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in either the PERSONNEL RESOLUTION or PERSONNEL ORDINANCE.

Formatted: Indent: Left: 0.75"

7:00 ~~INTENTIONALLY LEFT BLANK~~ BUDGET REPORTS

Comment [B9]: Insert 3/10/09 Side Letter

The City will provide to the Association a quarterly, mid-year and annual budget report.

Comment [B10]: Carry over from 3/10/09 side letter

8:00 SCHEDULE CHANGES

Work schedules may be changed with a minimum of 30 calendar days advance notice. In the event of an emergency or unforeseen circumstance, the City may temporarily change schedules to address the emergency or unforeseen circumstance.

9:00 EMPLOYMENT

9:01 Probation – New Employees

The probation period shall be twelve months from the date of hire. Probationary employees are eligible to receive a merit increase to the next highest step in the salary range of their classification upon completion of their probationary period and achieving a minimum overall rating of "~~Achieves Position Requirements~~Meets Standard" on their performance evaluation. Failure to achieve a minimum overall rating of "~~Achieves Position Requirements~~Meets Standard" shall cause the probationary employee to be terminated for failing to meet the standards of their position.

9:02 Promotional Employees

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to a former position in which they held regular status in their department.

9:03 Personnel Files

Employees may review their ~~personnel~~ personnel files at any reasonably arranged time.

9:04 Evaluations

Each employee shall have a written performance evaluation each year, which shall be placed in the employee's personnel file. Employees serving a probationary period will receive semi-annual evaluations.

9:05 New Positions And Job Openings

New positions or vacancies may be created by departmental promotion, attrition, resignation, termination, City promotion or transfers. The City reserves the right to determine if the positions shall be filled from within the City services or by open competition. In order to make the aforementioned determination, the City Manager shall meet with the Department Director and make a decision that the City Manager considers to be in the best interest of the City.

9:06 Classification Descriptions

The City shall offer to meet and consult on newly developed or modified job descriptions for all classifications represented by the Association.

10:00 SALARIES / SPECIAL PAY / OVERTIME / STANDBY / CALL BACK / COMPENSATORY TIME OFF

10:01 Cost of Living – None.

10:02 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. Members of TCEA 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 considered part of the base pay for the calculation of overtime.

7. Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.

10:03 Associate Degree Incentive Pay

Employees who possess an Associate's Degree from an accredited college or university shall receive an additional $50.00 per month, as long as the degree or its equivalency is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa.

10:04 Bachelor Degree Incentive Pay

Employees who possess a Bachelor's Degree from an accredited college or university shall receive $100 per month as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa.

10:05 Out of Class Pay

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

2. Employees assigned to perform the duties of a higher class for at least forty (40) consecutive hours 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 beginning on the forty-first (41) hour. The compensation amount received by the "acting" employee shall not exceed an additional five percent (5%) over their salary. An employee seeking additional training in another class may waive his/her right to out-of-class pay in order to pursue desired training.

10:06 Flexible Staffing

Effective February 2, 2010, the flexible staffing program ~~will terminate.~~was terminated.

10:07 Definition of Hours Worked

Hours worked is defined as hours worked including, vacation, sick and comp time used.

10:08 Overtime Defined

Overtime is defined as all time worked over forty (40) hours in a work week including vacation, sick, and comp time used.

10:09 Compensatory Time Off for Overtime Worked

Upon prior authorization of the Department Director or due to emergencies, overtime may be approved and paid at time-and-one-half the base wage as determined by the salary schedule, or by compensatory time off at time-and-one-half, in units of not less than one-half hour, as designated by the employee. All overtime authorized shall be recorded.

10:10 Compensatory Time Off

Compensatory time off shall be taken at a time mutually agreeable to both the employee and Department Director. An employee may accumulate no more than sixty (60) hours of compensatory time off. Employees in the Utility Maintenance Worker classification may accumulate a maximum of eighty (80) hours. By June 30th of each year, all employees will receive payment for any compensatory time-off hours over forty eight (48) hours and have their level of accrual reduced to forty eight (48) hours.

10:11 Flexible Time Off

Prior to overtime being worked, a supervisor may arrange for and inform an employee to take such time off at straight time during the same week that the overtime is worked to insure

that the employee's actual time worked does not exceed forty (40) hours within a given workweek.

10:12 Holiday Overtime

An employee who is scheduled or called back in accordance with section 10:16 to work on a scheduled holiday shall receive double time pay or compensatory time off for each one hour worked on that holiday, except as provided in section 10:14.

10:13 Standby

Employees, including supervisors who volunteer or are scheduled for standby duty, shall be paid sixteen (16) hours of their base rate of pay for every seven, twenty-four (24) hour shifts on standby, starting at the end of the shift on Friday and ending Friday at the end of the shift the following week. Employees shall receive one and one half (1½) times of their base rate of pay or one and one-half compensatory time for call-outs (minimum of one and one half (1½) hour increments). Individuals scheduled to work standby wishing to switch with another employee shall obtain their supervisor's approval at least one week in advance of the scheduled standby week. Standby lists will be posted in December of each year for the next twelve-month period (January - December). Individuals on standby will be allowed to take a City vehicle home. City vehicles shall be utilized in accordance with the City Vehicle Policy. In the event that the standby duty begins on a Friday that is also a Holiday, both the employee ending standby duty and the employee assuming the standby duty shall receive four (4) hours of standby pay.

10:14 Holiday Standby

All personnel scheduled to work on a holiday shall be scheduled from the beginning of the holiday at midnight to the next midnight. An employee who is required to be on standby duty on a scheduled holiday shall be paid, in addition to the normal standby pay, an additional four hours at their base rate of pay for the twenty-four (24) hour holiday period.

10:15 Work on Holiday Standby

Employees who are on scheduled holiday standby shall be paid at double their base rate of pay for actual hours worked on a call back assignment on that holiday but no less than 1 ½ hours.

1. Holidays, for the purpose of this section shall be the actual calendar date from 12 a.m. to 12 p.m. on which the holiday falls and which are delineated as holidays in section 27:00 of this Memorandum of Understanding.

10:16 Call Back

Definition: Call back assignments are unscheduled/ unplanned employer requests for employees to return to work to address ~~emergency~~ work demands, as determined by City.

Employees who are called back to work will receive a minimum of two (2) hours ~~(2)~~ of compensation (pay or time) at time-and-one-half. Actual hours worked in excess of two (2) hours will be compensated (pay or time) at time-and-one-half. Pay under this section shall be based on base rate of pay.

11:00 RETIREMENT BENEFITS

11:01 Retirement Program

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.

During the term of this MOU, ~~July 16, 2011 through July 15, 2012,~~ the employee will pay the employee's 8% PERS contribution.

In addition from ~~July 16, 2011 through July 15, 2012~~ November 1, 2012 through October 31, 2012, 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

Formatted: Strikethrough

Comment [B11]: Add dates

Formatted: Not Strikethrough

valuation dated April 6, 2011. (See Attachment B). The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

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.

4. Bob and Phaedra to discuss. Insert language reflecting application and implementation of AB 340. 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.

Comment [B12]: Phaedra to draft

11:02 Retiree Health

1. The City agrees to offer retirees group health, dental, and vision coverage contracted by the City. The retired employee is responsible to pay the premium costs of elected coverage.

2. Premiums will be reviewed for rate adjustments once every twelve months with the plan renewal effective July 1st of each year. Retirees will receive a 15 day notice of premium rate changes.

11:03 ~~Retiree Health~~ Retiree Health Savings RHS Vantage Care - Funding

1. The City agrees to contribute to ~~the~~ each TCEA represented employee ~~Retiree Health Fund~~ two percent (2%) of ~~their~~ the employee's base payroll to be deposited in each individuals RHS Vantage Care account.

~~2. The retiree health fund provides an offset to premium costs. During the term of this MOU, the offset formula is provided in Attachment A.~~

Comment [B13]: Draft – Phaedra to review with Diana.

Comment [B14]: What parts of Attachment A needs to be kept? Both parties review & strike.

11:04 Retiree Health - Eligibility

Retirees who wish to participate in the City's offered plan after retirement must elect to continue with such coverage within 30 calendar days of retirement. Thereafter, retirees are ineligible to participate in the City's offered plan. Eligibility for Retiree Health Insurance Coverage is set forth in Attachment A.

~~**11:05 Conversion of Sick Leave Toward Retiree Health**~~**Retiree Health Savings (RHS) Vantage Care Plan**

~~Premiums~~

Employees retiring from City service may convert sick leave at a rate of fifty percent (50%) of its value based upon the base salary rate of the retiring employee at the time of retirement ~~toward payment of health, dental and vision insurance coverage.~~into their individual RHS Vantage Care plan.

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: None, Widow/Orphan control, Don't keep with next, Hyphenate

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: Font: (Default) Arial, 12 pt, Bold

Formatted: Font: Bold

Formatted: Hyphenate

11:06 Deferred Compensation

The City agrees to match the employee's contribution to the City's deferred compensation program up to one half percent (1/2 %) of the employee's base salary for each pay period in which the employee contributes to the program. Employees with over fifteen (15) years of service will be matched up to one percent (1%) of the employee's base salary for each pay period in which the employee contributes to the program. The increase in the City's match shall be effective the 1st day of the month following the employee's 15th anniversary.

12:00 RETIREE HEALTH SAVINGS VANTAGE CARE PLAN

Effective March 1, 2006, the ~~Vantage Care~~ Retiree Health Savings ~~Plan~~Vantage Care Plan was made available to the Association. Effective June 1, 2007 the ~~Vantage Care~~ Retiree Health Savings Vantage Care Plan

became a mandatory savings plan requiring participation by all members as required by the IRS. The general description of this program is included as Attachment ~~B~~ A to this MOU, ~~along with the current contribution schedule adopted by the Association.~~

Comment [B15]: Verify attachment #.

NOTE: On [date] this converted to individual accounts – Bob draft with history.

On May 1, 2012, 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 percent (2%) that the City previously contributed to the retiree health fund would, instead, be made to each employee's ~~Vantage Care~~ Retiree Health Savings Vantage Care Plan. The total contribution by City to the employee's ~~Vantage Care~~ Retiree Health Savings ~~-~~Vantage Care Plan will be two percent (2%).

13:00 INSURANCE

13:01 Health-, Dental & Vision Benefits

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for employees and their dependents through a self-funded plan or a stand-alone insurance plan.

2. The City agrees to pay the full premium for each covered employee and their dependents for health, dental and vision insurance.

3. The City reserves the right to provide health benefits through a self-funded plan or stand-alone 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.

4. Employees who are covered by an alternate health insurance provider through spousal coverage acceptable to 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 fifty percent (50%) of the premium cost to the employee's deferred compensation account for those employees not electing City health insurance.

5. ~~The parties agree to the modification of the health care plan as recommended by the union bargaining representatives set forth in Attachment E.~~

Comment [B16]: Now current provisions – no longer needed.

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 an amount equal to one and one-half (1-1/2) times the annual base salary rate rounded to the next higher $1,000, if not already a multiple thereof, plus $5,000. The maximum benefit under this provision is $175,000.

15:00 DONATION OF ACCRUED TIME

1. 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 cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
2. The City agrees to allow employees to donate their vacation and/or sick time to fellow employees who must care for an immediate family member who has incurred catastrophic (i.e. life threatening) illnesses or injuries. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.

3. 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.

4. Employee's immediate family is defined in Section 26:06.

16:00 LONG TERM DISABILITY

Long Term Disability insurance will be provided to all full-time employees. Employees will be first eligible for coverage after completing their first year of employment with the City. The waiting period for benefits shall be sixty (60) days. Employees may augment long term disability coverage with accrued leave to a limit not to exceed 80% of their current monthly salary.

17:00 UNIFORMS

The City agrees to continue to provide a uniform to those classifications currently provided one. The City agrees to continue to provide uniform cleaning service for those bargaining unit members who receive it currently.

18:00 SAFETY GEAR BOOTWEAR REIMBURSEMENT ALLOWANCE

The City shall provide designated employees reimbursement for the purchase of safety footwear up to one hundred and fifty dollars ($150). The reimbursement is contingent upon the following:

1. Employees whose job classification requires that they 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.

3. Employees whose job classification requires that they work in the field a deminimus 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.

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.

19:00 EDUCATIONAL REIMBURSEMENT PROGRAM

19:01 Educational Reimbursement

A TCEA employee wishing to receive reimbursement for tuition and book fees for coursework related to the advancement of knowledge and skills of their classification, must request approval by the department director and the City Manager prior to enrollment in a course.

Upon approval of coursework by the City Manager and successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

1. The maximum individual reimbursement is $500 per fiscal year.
2. An amount of no more than $4,500 per fiscal year for employees in the miscellaneous bargaining unit may be used for this purpose.
3. Participants in this program are required to have and maintain a minimum overall performance rating of average or above.
4. Probationary employees are not eligible for this program
5. A copy of the class schedule must be attached to the proposal form.

Note: Participation in this program is contingent upon the availability of funds.

19:02 Certification Exams

If a certification examination day falls on a day when an employee being examined is scheduled to be off work, the employee will be granted one-half (5 hours for 10-hour day) day compensatory time off.

Out-of-Pocket Expenses: Reimbursement is provided for expenses incurred to satisfy certification requirements as specified in job descriptions. Expenses to be reimbursed include pre-approved study materials and examination fees once tests have been passed.

20:00 COMPUTER LOAN PROGRAM

20.01 Computer Loan Program

The City agrees to offer regular employees the opportunity for a one time, no-interest loan up to $2500 for the purchase of a personal computer. A two-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 years from the beginning of the initial loan.

20.02 Regular Employee Defined

"Regular" employees are represented employees who have completed their initial probation. Included in this description are promotional and re-assigned probationary employees

21:00 INTENTIONALLY LEFT BLANK

22:00 JURY DUTY

The City shall pay employees called to jury duty until such employees are dismissed by the court. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her work day. 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. If placed on-call by the Jury Commissioner's office, employees are to

report to work and call the Jury Commissioner as directed for further instruction.

23:00 INTENTIONALLY LEFT BLANK

24:00 INTENTIONALLY LEFT BLANK

25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Accrual

The vacation accrual shall be as follows:

Years Completed	Vacation Days	Hours Per Month
0	10	6.67
3	15	10.00
5	16	10.67
6	17	11.33
7	18	12.00
8	19	12.67
10	20	13.33
15	21	14.00
20	22	14.67

"Vacation Day" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City of Turlock and subsequent five-year anniversary increments thereafter will receive, on a one time basis, five (5) additional vacation days on that special anniversary. These hours will not be subject to the vacation accrual limit – if taken within six (6) months. It is the City's policy to encourage vacation usage.

25:02 Maximum Vacation ~~Accumulation~~ Accrued

Years of Service	Maximum Accumulation
1 - 7 years	350 hours
8+ years	380 hours

The maximum ~~accumulation~~ accrued vacation ~~may be~~ was allowed to be exceeded during the ~~term of this~~ previous M.O.U., ~~July 16, 2011 through July 15, 2012;~~ however, by December 31, 2012 all employees must be at or below the maximum accrual of 350 hours for 1-7 years of service and 380 hours for 8 + years of service.

Comment [B17]: Clean-up.

A manual override of vacation accrual limitation will be permitted when an employee's approved vacation of forty hours (40) or more was canceled by the City.

Employees will provide a written request for vacation at least two (2) weeks in advance and the City shall respond in writing within five (5) calendar days after the request is submitted. If an employee has no CTO, the employee may make a written request for vacation with less than two (2) weeks' notice. The City agrees that maximum flexibility will be used in granting the vacation use request with consideration of the City's genuine work needs.

25:03 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. Employees with more than ten (10) years of service shall be required to use eighty (80) hours of vacation, including the aforementioned forty (40) hour block usage each fiscal year. Probationary employees, during their initial probationary period, shall be exempt from this provision.

25:04 Vacation Sellback

In June of each year, ~~employee's~~employees who have a minimum of sixty (60) hours of vacation time on the books may opt to cash out up to forty (40) hours of accumulated vacation time for its then current value, based on the employee's base salary rate. The employee shall receive payment within thirty (30) days of the employee's cash out election date.

~~During the term of this M.O.U., 7/1/11 through 6/30/12, employees will not be allowed to cash out accrued vacation time.~~

26:00 SICK LEAVE ACCUMULATION AND USE

26:01 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 use accrued sick leave upon completion of one (1) full month of continuous service. Sick leave shall be considered as a benefit which an employee may use for actual sickness or disability.

26:02 Notification

An employee, unless incapacitated, absent because of illness or injury shall notify their supervisor, or other departmental manager as may be directed, as soon as known but at least one (1) hour prior to the time set for beginning the work shift. If an employee is absent for more than three (3) consecutive days due to illness, the employee is required to provide a doctor's certificate to the departmental supervisor indicating that employee was medically excused from work (including a date to return to work).

26:03 Medical Release

The Department Director may require a medical release, with prior notice, for absences of less than three (3) consecutive days when employees have exhibited excessive use of sick leave when compared to other departmental employees or have exhibited a pattern of sick leave abuse (e.g. Fridays or Mondays).

26:04 Unused Sick Leave

On November 1 of each year, employees having at least four years continuous employment with the City may, at their option, be paid at their base rate of pay for fifty percent (50%) of unused sick leave earned during the previous twelve- (12)-month period. The remaining fifty percent (50%) ~~percent~~ of accrued but unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four years, retires or dies while in City service, the employee or the employee's beneficiary will receive payment in accordance with Attachment A ~~shall be paid at the base salary rate, for twenty-five percent (25%) of~~ the employee's total accumulated unused sick leave. Employees terminated for cause shall not be eligible to receive payment for accrued sick leave on the books at the time of their termination.

~~During the term of this MOU, July 16, 2011 through July 15, 2012 employees will not be allowed to sell back accrued sick leave~~.

26:05 Family Illness

1. Employees may use a maximum of six (6), eight (8) hour days or forty-eight (48) hours 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 (64) 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. The decision of the City Manager is final and binding and not subject to the grievance procedure. The City Manager may authorize the use of additional sick leave.

26:06 Immediate Family

Immediate family is defined as: spouse; father/mother; son/daughter; mother-in-law/father-in-law; step relations and adopted children. Nothing under this section shall violate the rights of domestic partners under California Law.

27:00 HOLIDAYS

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. Independence Day (July 4)

10. Labor Day (First Monday in September)

11. Floating Holidays – On July 1 of each year, twenty four, (24) hours 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 a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.

12. Day before or after Christmas or New Year's Day – Employees may schedule this holiday with their supervisor to insure balanced staffing levels.

13. In the event the holiday falls on a Saturday, the proceeding Friday shall be the holiday instead.

14. In the event the holiday falls on a Sunday, the following Monday shall be the holiday instead.

15. 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 on the "day of mourning" or "holiday declared by the Governor or President."

16. Shift Personnel at Municipal Services – For employees subject to shift rotation, 9.33 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.

~~During the term of this M.O.U., 7/1/2011 through 6/30/2012, employees will not be allowed to cash out in lieu time.~~

Comment [B18]: Delete

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 by 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.

17. 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.

In exchange for the employee concessions during the term of this agreement, ~~for fiscal year 2011/12, July 16, 2011 through July 15, 2012,~~ employees will receive 56 hours of in lieu time off. For all **non-essential** classifications, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

November ~~21st, 22nd, and 23rd 2011~~ 19th, 20th, and 21st 2012

December ~~27th, 28th, 29th and 30th 2011~~ 24th, 26th, 27th, and 28th 2012

The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 31st. City will resume regular operations on January 2, 2013.

Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Comment [B19]: Designation of the floater.

For all **essential classifications** as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November 19~~20~~th and 32 hours on December 24th~~19~~th to be taken before December 31, 2013~~2~~, with Department Director approval. In lieu time is "use or lose" with no cash value.

28:00 MISCELLANEOUS LEAVES OF ABSENCE

28:01 Absence Without Leave

An employee who is absent without leave due to work stoppage or strike and who fails to return to duty within twenty-four (24) hours after notice to return shall be subject to 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.

28:02 Reinstatement After Discharge

If the employee proves to the satisfaction of the City Manager that such absence (as referenced in Section 28:01) was for legitimate reasons, the employee shall be reinstated without pay for such period of absence without leave.

28:03 Injury Leave

1. 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 any one twelve (12) month period will not be charged to any accrued time and these do not have to be consecutive hours.

28:04 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.

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

    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 Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

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. In approving leave requests, the City Manager will consider the Department Director's recommendation related to the ability of the department to continue the provision of service without the employee and the needs of the employee.

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 contiguous with the arrangement of or attendance at a funeral or memorial service for the deceased.

Comment [B20]: New

Employees holding regular (non-probationary) appointments in all departments shall be granted Bereavement Leave to arrange for or attend a ~~burial~~ funeral or memorial service for the first and second degree of consanguinity (including in-laws and step relations) based upon the location of the ~~burial~~ 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 (5) five 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 (6) six 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.

Comment [B21]: New

29:00 ADMINISTRATIVE LEAVE WITH PAY

The Department Director may place an employee on leave with pay pending an internal investigation.

30:00 GRIEVANCE AND COMPLAINT DEFINITIONS

Grievance. A grievance is defined as an employee initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code or the City's Employee Relations Resolution.

Complaint. A complaint is defined as an employee initiated allegation or dispute concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Department Director being the final appeal location unless the Department Director is the subject of the complaint. In such cases, the complaint shall be forwarded to the City Manager for final resolution.

31:00 GRIEVANCE AND COMPLAINT PROCEDURES

31:01 Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

31:02 Time Limits

The time limits established in the grievance procedure may be extended by mutual agreement of the parties. Failure to meet such time limits by TCEA or the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee or TCEA to request the next step of the procedure.

31:03 Notification

A grievance shall be submitted in writing and shall include at a minimum:

1. Nature of the grievance.
2. Date when the incident occurred.
3. Description of the incident.
4. Rule violated.
5. Specific remedy sought by the Grievant(s).

31:04 Steps in the Grievance Procedure

1. **First Step - Informal Discussions:** Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step. If the grievance involves the immediate supervisor, this step shall be bypassed.
2. **Second Step – Supervisor:** If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance. If the grievance involves the supervisor, this step shall be bypassed.
3. **Third Step - Department Director:** If the employee remains unsatisfied from the results of the second step, the grievance may be submitted in writing to the employee's Department Director within ten (10) working days after the supervisor's answer is received by the

employee. The Department Director shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Director. The Department Director shall review the grievance and may affirm, reverse, or modify the disposition made at the second step. The Department Director's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

4. **Fourth Step - City Manager:** If the grievance is not satisfactorily resolved in the third step, the employee may appeal the decision of the Department Director to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Director's decision.

31:05 Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager or designee shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

32:00 DISCIPLINARY PROCESS

32:01 Causes for Discipline

The City may take disciplinary action against any employee for just cause. The grounds for disciplinary action include but are not limited to the following:

1. Insubordination, which shall constitute a violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.

2. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.

3. Gross carelessness in the discharge of assigned duties.

4. Substance abuse or consumption of alcoholic beverages during working hours, or reporting for work in a state of intoxication.

5. Misconduct in office or employment.

6. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.

7. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.

8. Improper and unauthorized use of City equipment, property, or funds for private or personal purposes.

9. Unauthorized discussion or release of confidential informational documents or records.

10. Failure to abide by any condition of employment stipulated in the Municipal Code; Personnel Rules and Regulations; and City or department policies; or Memorandum of Understanding approved by formal action of the Council;

11. Use, sale or possession of an illegal narcotic substance.

12. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.

13. Engaging in unauthorized or incompatible employment elsewhere or engaging in political activities during work hours.

14. Dishonesty.

15. Discourteous treatment of the public or other employees.

16. Violation of safety procedures, unsafe work activities or acts which could result in injury to self or others.

17. Failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City.

18. Knowingly filing or pursuing a false charge; and/or

19. Acts of violence towards fellow employees or members of the public in the workplace.

32:02 Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

1. **Written Reprimands:** A written statement from the Department Director or designee to a subordinate for an action which meets any of the grounds for disciplinary action listed in this MOU and/or any City policies, procedure, rule or regulation. After verbal consultation, an official notification in writing by the Department Director to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be taken by the employee in response to the memorandum. A copy of the written reprimand shall be placed in the employee's official personnel record. Appeals regarding written reprimands may be made to the Department Director. The Department Director's findings are final.

   Four (4) years following the issuance of a written reprimand, if there has been no reoccurrence of the documented conduct and no other formal disciplinary action, upon written request of the employee the written reprimand shall be removed from the employee's personal file and no further reference shall be made regarding the written reprimand.

2. **Suspension:** The temporary separation of the employee from City service without pay for disciplinary purposes, not to exceed ninety (90) calendar days in one (1) calendar year.

3. **Demotion in Rank or Pay:** A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class. The Department Director may propose a demotion in accordance with defined disciplinary procedures.

4. **Dismissal:** The discharge from City Service of an employee by the City Manager.

32:03 Disciplinary Procedures

When a regular employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared, and then delivered to the employee, in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.
2. The charges being considered.
3. The proposed disciplinary action to be taken.
4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the Department Director to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request a Skelly meeting with the Department Director.

All charges filed against a regular employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

32:04 Notification of Skelly Meeting Decision

Within ten (10) working days (two (2) weeks) after the employee has had the opportunity to respond in a Skelly meeting to the proposed discipline and present evidence on

their behalf, the Department Director shall notify the employee of any disciplinary action to be taken and the effective date.

32:05 Appeal of Decision

The employee may appeal the Skelly officer's decision to the City Manager. The appeal must be in writing and must be submitted to the City Manager no later than ten (10) working days of receiving the Skelly Officer's decision.

1. **City Manager:** The employee and/or representative may appeal the decision to the City Manager. Within ten working (10) days of receiving the written appeal, the City Manager will meet with the employee and/or representative to hear reason(s) why discipline should not be imposed. Within ten working (10) days following the conclusion of the meeting, the City Manager shall make a decision to sustain, revoke or modify the decision of the Department Director and shall provide notice to the employee. The imposition of discipline as determined by the City Manager shall be processed immediately.
2. **Advisory Arbitration to City Manager and City Council:** For suspensions of more than three (3) days, demotions in rank or salary or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten working (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.
3. **Selection of Arbitrator:** Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.
4. **Arbitration Hearing:** The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for

conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator. The record of the proceedings shall be transcribed if the City Manager's final decision is appealed to the City Council at the City's expense.

5. **Council Determination**: Within ten working (10) days of receiving the opinion of the arbitrator and the appeal record, the City Manager shall forward them to the City Council together with a recommendation. The matter shall be placed on the City Council agenda for determination within twenty working (20) days. The City Council shall consider the matter in closed session unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The Council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen working (15) days of the Council's decision. The Council shall not reverse the arbitrator's recommendation, except by unanimous vote.

32:06 Binding Arbitration

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

2. 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

Formatted: Font:
Formatted: Font: Bold
Formatted: Indent: Left: 0", Hanging: 2.5", Tab stops: 2", Left
Formatted: Indent: Left: 0", Hanging: 2.5", Tab stops: 2", Left
Formatted: Font: (Default) Arial

Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

3. Appeal: As an alternative to Advisory Arbitration identified in Section 16:05(2) of the MOU, TCEA 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 16, 2011 and July 15, 2013 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.

4. 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.

Formatted: Font:

Formatted: Font: (Default) Arial

5. Cost of Arbitrator: The cost of employing the arbitrator shall be borne equally by both parties to the arbitration. 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.

6. 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 the 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.

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

The binding arbitration provisions set forth herein shall automatically sunset/terminate on October 31, 2013.

Formatted: Font: Not Bold, Not Expanded by / Condensed by

33:00 LAYOFF PROCEDURES

33:01 Emergency Suspension of City Services

In the event an emergency such as a civil defense disaster or air pollution alert requires the City to suspend City operations, the City will provide and arrange for compensatory time after normal working hours once operations are reinstated, for such employees to work and receive wage benefits lost during the emergency at the same pay rate lost.

33:02 Shortage of Work or Funds

The City Manager may lay off an employee in the Bargaining Unit upon two (2) weeks' written notice because of material change of organization or shortage of work or funds. Prior to such notice being given, the City shall provide formal notice to TCEA regarding the reduction in force and provide TCEA the opportunity to meet and confer regarding the impacts of layoff.

33:03 Seniority Determination

The Personnel Officer shall calculate seniority by classification, time in classification series, division, department and City based upon continuous service.

1. **Computation of Continuous Service**: Only full time (paid status) appointment to an allocated position shall be counted in computing seniority.
2. **Break of Continuous Service**: A break of continuous service is defined as not being employed by the City of Turlock for more than ninety (90) calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered a break in continuous services.
3. **Ties in Seniority**: A tie in seniority for a classification designated as being affected by layoff shall be broken by the Department Director. The Department Director shall consider past performance and qualifications, as reflected in official documentation in the employee's personnel file in determining the most senior employee.
4. If two (2) or more employees in the same job classification in the same division/department are under consideration for layoff, the employee with the shortest length of service in that classification shall be laid off first.

33:04 Bumping Rights

1. In determining bumping rights for a position that has been designated as being affected by layoff, the first criteria shall be the time in classification; the second criteria shall be continuous service time in the Department.

2. Within a classification series, an employee identified for layoff who has seniority may bump to lower level positions in the series in which they formerly held regular status.

3. An employee who has been identified for layoff who holds a job classification which has similar minimum qualifications and job duties to another job classification within the same department/division, may bump to that classification if they are more senior than the incumbent.

33:05 Work in Lieu of Layoff

1. An employee who's service to the City has been satisfactory or above as witnessed by performance evaluations contained in their personnel file, may continue to work for the City in lieu of layoff when the following alternatives are offered by the City: 1) voluntarily demote to a lesser paid position for which they are qualified; 2) compete in recruitments open to City employees for which they are qualified or 3) transfer to a vacant position for which they are qualified.

2. Employees affected by layoff may also bump back to a position where they had attained "regular status" in another department if they possess more seniority than the incumbent(s) and they can demonstrate that they continue to possess the required skills of the position. Employees initiating this option shall be required to serve a new probationary period of six months.

33:06 Re-employment Lists

1. The names of probationary and regular employees laid off shall be placed on re-employment lists; should such a position or positions involving substantially the same duties be created or filled within one year from date of layoff, the employee or employees laid off shall be called for re-employment. The order of rehire shall be the reverse order of layoff within the class.

Formatted: Indent: Left: 1", Hanging: 0.44"

33:07 Layoff Rules and Policies

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, None, Indent: First line: 0.5", No bullets or numbering, Widow/Orphan control, Don't keep with next, Hyphenate, Tab stops: Not at 0" + 2.5"

~~1.~~ By June 30, 2013, representatives of the City and Association will meet and confer on language to coordinate the provisions of this MOU, City Personnel

Formatted: Font: (Default) Arial, 12 pt

Rules and Municipal Code relating to layoffs. Agreed upon language may be incorporated into the next ~~subsequent~~ MOU between the parties.

~~34:00 DRUG FREE WORK PLACE POLICY~~

~~Adoption of a Drug Free Work Place Policy has been agreed to by both parties (see Attachment C). Waiting to hear from Bob.~~

35:00

~~34:01~~ Anti-Drug ~~And~~and Alcohol Misuse Prevention Program

Adoption of a Drug Free Work Place Policy has been agreed to by both parties (See Attachment C).

In compliance with the Federal Highway Administration (FHWA) of the Department of Transportation (DOT) Drug and Alcohol Testing Regulations for drivers of commercial motor vehicles, an Anti-Drug and Alcohol Misuse Prevention Program has been established and became effective January 1, 1996. Adoption of this policy has been agreed to by both parties. ~~(See Human Resources for a copy of the DOT policy~~See Attachment D). ~~(See Attachment D)~~

~~35~~36:00 NON-DISCRIMINATION

The employer agrees not to discriminate against any TCEA member for lawful activity on behalf of, or membership in, TCEA. The employer and TCEA agree 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, ~~martial~~marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

~~36~~37:00 AGREEMENT VALIDITY

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction or PERB, such decision shall apply only to the specific Article, Section, or Portion thereof specifically specified in the court's decision. Upon issuance of such a decision, the employer and TCEA agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof. When

Formatted: Font: (Default) Arial, 12 pt
Comment [B22]: All new. Bob draft by April.
Formatted: Font: (Default) Arial, 12 pt
Formatted: Normal, Don't hyphenate
Formatted: Font: Arial, 12 pt, Condensed by 0.15 pt, Highlight
Formatted: Indent: Left: 0", First line: 0"
Formatted: Heading 1, Indent: Left: 0", First line: 0", Hyphenate
Formatted: Heading 1
Formatted: Indent: Left: 0.5", Hyphenate, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
Formatted: Font: Italic
Formatted: Highlight
Formatted: Not Expanded by / Condensed by
Formatted: Font: Italic
Formatted: Justified, Indent: Left: 1", Tab stops: 1", Left
Formatted: Highlight
Formatted: Highlight
Formatted: Font: Italic

conflicting provisions exist between this Agreement and any City personnel resolution, provisions within this Agreement shall prevail.

~~37~~38:00 PARITY PROVISION

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

Comment [B23]: Delete

SIGNATURE PAGE FOLLOWS

Formatted: Indent: Left: 0"

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

TURLOCK CITY EMPLOYEES ASSOCIATION

~~Anthony Orosco~~Dan Frisch, President ———Date Signed

W. Robert Phibbs, Attorney at Law ———Date Signed

TCEA NEGOTIATING TEAM MEMBERS

~~Daniel H. Frisch~~Rob Winters Date Signed

~~Betty E. Gonzalez~~ Nadine Silva Date Signed

Rebecca Archer Date Signed

CITY OF TURLOCK

Roy W. Wasden, City Manager ———Date Signed

Sarah Eddy, Human Resources Manager Date Signed

APPROVED AS TO FORM

Phaedra A. Norton, City Attorney ———Date Signed

Comment [B24]: Dan Frisch
Formatted: Not Strikethrough
Formatted: Font: (Default) Arial, Not Strikethrough
Formatted: Not Strikethrough
Comment [B25]: Rob Winters
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Comment [B26]: Rebecca Archer and Nadine Silva
Formatted: Not Strikethrough
Formatted: Not Strikethrough
Formatted: Heading 1, Left

Attachment A – Health Coverage In Retirement
~~VANTAGE CARE PROPOSAL~~

Formatted: Font: Arial, 12 pt, Underline, Condensed by 0.15 pt

ATTACHMENT A
~~City Council Mtg. 9/25/07~~

~~T.C.E.A.~~
~~RETIREE HEALTH INSURANCE OFFSET~~
~~EFFECTIVE 11/1/06~~
HEALTH CARE COVERAGE IN RETIREMENT

ELIGIBILITY REQUIREMENTS

REQUIREMENTS

1. 15 Years of Service ~~in the T.C.E.A., Miscellaneous group. (See below)~~for the City of Turlock.

2. Must retire from City of Turlock.

3. Employees may retain City insurance until age 65 or Medicare eligibility or secure an "outside" insurance plan. Once retirees leave City insurance, they cannot re-enroll in City-sponsored plans.

~~4. Premium offset cannot exceed cost of insurance.~~

~~5~~4. Benefits under this program are not transferable. ~~Benefits may be used to pay for spousal coverage when the r~~Retiree is insured through the same plan prior to age 65 or Medicare eligibility. ~~If monies remain on account after the retiree becomes Medicare eligible or reaches age 65, they may only be used toward paying premiums for Medicare supplemental coverage or an alternate plan for the retiree only.~~

~~6~~5. Retiree must be 50 years of age to participate in the program.

~~7. The maximum benefit to be applied toward retiree health benefits for employees retiring between 7/1/06 to 6/30/07 is $24,168. [This defined benefit will be indexed annually by an inflationary adjustment. The maximum benefit formula is calculated utilizing 25 years of service.]~~

~~8. Once a person retires, the maximum benefit is no longer indexed and thus remains constant. The maximum benefit will be established each July 1st.~~

9. The following formula is used to determine the maximum total benefit to be available to a retiree dependent upon and years of service at their date of retirement.

Years of Services * _____ X $10.07 (benefit factor) X 96 (time factor) = maximum premium contribution.

Allow employees who retire with a minimum of 10 years of service but less than 15 years of service to receive a discounted (less than $10.07) retiree health benefit allowance based on the following formula:

14 years of service $9.41 maximum benefit = $12,647
13 years of service $8.74 maximum benefit = $10,908
12 years of service $8.07 maximum benefit = $ 9,297
11 years of service $7.41 maximum benefit = $ 7,825
10 years of service $6.75 maximum benefit = $ 6,480

This modification allows people who enter service with the City of Turlock at a later age to receive some benefit from the program. By discounting the benefit with lesser years of service (10-14) the program still encourages longevity in employment with the City of Turlock.

Conditions:
This plan will be reviewed periodically to confirm actuarial experience and assumptions upon which benefits have been developed.
Once the retiree initiates the payment of benefits under this program, the monthly benefit allowance will be calculated based on dividing the number of months remaining until the retiree turns age 65 into the maximum benefit allowance.

* Maximum = 25 years

EXAMPLES:

1. Joe retires at age 52. He had 19 years of service with the City and wants to start receiving his premium offset immediately upon retirement.

Formula:
19 yrs x 96 x $10.07 = $18,368.00 (maximum benefit)

Maximum benefit is then divided by the number of months Joe will have to wait until he reaches the age of 65 (13 years = 156 months)
$18,368 ÷ 156 = $117.74 per month premium offset

2. Joe retires at age 52 but because he plans to work part time for the next five years, he wants to delay the beginning that he receives his premium offset. Joe's maximum benefit is still $18,368 but this figure will be divided by 8 yrs / 96 months.

Formula:
$18,368 ÷ 96 = $191.33 per month

3. Jane worked for the City for 30 years and retired at age 58. She wants to receive her premium offset immediately after retirement.

Formula:
25 yrs x 96 x $10.07 = $24,168.00 (maximum benefit)
Jane will draw her premium offset for 7 yrs / 84 months.
$24,168 ÷ 84 = $287.71 month

4. Jane has worked for the City for 25 years and retired at age 60. She will collect her premium offset immediately upon retirement (5 yrs / 60 months).

Formula:
25 x 96 x $10.07 = $24,168 (maximum benefit)
Jane will receive $402.80 per month as her premium offset.

5. Mark has worked for the City for 14 years and retires at the age of 62. Mark will collect his premium offset immediately upon retiring (3 yrs / 36 months).

Formula:
14 x 96 x $9.41 = $12,647 (maximum benefit)
Mark will receive $351.31 per month as his premium offset.

6. John has worked for the City for 14 years and retires at age 63. John collects his premium offset immediately (2 yrs / 24 months).

Formula:
14 x 96 x $9.41 = $12,647 (maximum benefit)
John's monthly premium offset equals $526.96, however John's insurance only costs $300 per month for the next two years ($7,200). John would have $5,447 left when he reached age 65. John may use these funds to pay for a Medicare supplemental insurance policy.

MAXIMUM PREMIUM OFFSET BENEFIT TABLE

25 Years of Service = 25 x 96 x $10.07 = $24,168
24 Years of Service = 24 x 96 x $10.07 = $23,201
23 Years of Service = 23 x 96 x $10.07 = $22,235
22 Years of Service = 22 x 96 x $10.07 = $21,268
21 Years of Service = 21 x 96 x $10.07 = $20,301
20 Years of Service = 20 x 96 x $10.07 = $19,334
19 Years of Service = 19 x 96 x $10.07 = $18,368
18 Years of Service = 18 x 96 x $10.07 = $17,401
17 Years of Service = 17 x 96 x $10.07 = $16,434
16 Years of Service = 16 x 96 x $10.07 = $15,468
15 Years of Service = 15 x 96 x $10.07 = $14,501

~~14 Years of Service = 14 x 96 x $9.41 = $12,647~~
~~13 Years of Service = 13 x 96 x $8.74 = $10,908~~
~~12 Years of Service = 12 x 96 x $8.07 = $ 9,297~~
~~11 Years of Service = 11 x 96 x $7.41 = $ 7,825~~
~~10 Years of Service = 10 x 96 x $6.75 = $ 6,480~~

Attachment B PERS Valuation

(Correct Footer of Pers Valuation)

Formatted: Left, Space After: 10 pt, Line spacing: Multiple 1.15 li, Hyphenate, Tab stops: Not at 3.48"

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 2

Attachment C Drug Free Work Place Policy
Attachment D DOT Policy

Formatted: Heading 1, Left, Hyphenate, Tab stops: Not at 3.48"

Formatted: Font: Arial, 14 pt

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE DRUG-FREE WORKPLACE POLICY ATTACHED TO THE MEMORANDUM OF UNDERSTANDING WITH THE TURLOCK CITY EMPLOYEES ASSOCIATION (TCEA)	**RESOLUTION NO. 2007-030**

WHEREAS, the City's Drug-Free Workplace Policy was found to be out of compliance with the Federal Drug-Free Workplace Act of 1988; and

WHEREAS, the consequence of not correcting the City's policy would be the potential loss of federal grants; and

WHEREAS, this policy has been adopted as an attachment to the City's Memorandum of Understanding (MOU) with the Turlock City Employees Association (TCEA); and

WHEREAS, TCEA was notified of the policy amendment and did not request to meet and confer on the change.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the TCEA Drug-Free Workplace Policy, attached as Exhibit "A" as an amended attachment to the City's MOU with TCEA.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 30th day of January, 2006, by the following vote:

AYES:	Councilmembers Hatcher, Howze, Spycher, Vander Weide and Mayor Lazar
NOES:	None
ABSTAIN:	None
NOT PARTICIPATING:	None
ABSENT:	None

ATTEST:

_____

Rhonda Greenlee, CMC
City Clerk, City of Turlock, County of Stanislaus, State of California

City Of Turlock
Drug Free Work Place Policy
T.C.E.A.

I. PURPOSE

It is the intention of this policy to eliminate and prevent substance abuse and its effects in the work place. While the City of Turlock has no intention of intruding into private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours are inconsistent with this objective. For definition purposes throughout this policy, impair or impairment shall be considered use by an employee of alcohol and/or all substances, drugs or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the City of Turlock will be supportive in accordance with Labor Code 1025 et seq. of those who seek help voluntarily, the City cannot and will not tolerate performance problems caused by substance abuse. This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end the City will act to prevent and/or eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which impair an employee's ability safely and effectively to perform the functions of the particular job), which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this policy should be aware that violations of this policy may result in discipline, which includes but is not limited to termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can impair an employee's ability both mentally and physically to perform the duties and functions safely and effectively, the following policy is agreed upon.

II. POLICY

It is City policy that employees shall not be impaired by alcohol or drugs; nor possess alcohol or illegal drugs at the assigned work sites. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs.

It is City policy that no alcoholic beverages are permitted at the assigned work site unless expressly authorized by the City Manager.

In accordance with the Drug-Free Workplace Act of 1988, the City's policy is that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and that specific actions shall be taken with employees for violations of such prohibitions.

It is the duty of the employee to notify his/her supervisor before beginning work, after taking prescribed medications or drugs which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of equipment. Failure to notify the supervisor may result in the employee being disciplined, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical practitioner may be required by the department head or his/her designee. Such clearance may be obtained by the employee on City time and at City expense if the employee is directed to obtain the verification prior to commencing or resuming his/her assigned duties. Use of City time must be reasonable and no overtime liability shall be incurred. In the event such clearance cannot be obtained, a good faith effort shall be made to find modified duty. Modified duty in this case is not subject to the Grievance Procedure.

The City reserves the right to search, without consent or warrant, all areas and property in which the city maintains control or joint control with the employee. Controlled and jointly controlled areas include City vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee shall have his/her personal locker or other personal storage space for storage that may be assigned exclusively to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained. This section shall apply only to lockers or other space for storage that are owned or leased by the City. All such searches shall be based on probable cause. "Probable cause" as used in this policy shall have the same meanings when applied in California criminal law. Probable cause is defined as suspicion based on specific personal observations that the observer can describe with regard to appearance, behavior, speech or breath odor, where the odor is detected in addition to behavior, appearance, or speech. Third party observation will not be sufficient grounds to order a drug test. It must be confirmed by a department head or mid-manager. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Refusal to submit immediately to a medical examination, subject to Section VI of this policy, based on probable cause for suspicion of drug or alcohol impairment while on duty when ordered by the department heads or his/her designee may constitute insubordination and may be grounds for discipline which includes but is not limited to termination. For the purpose of this policy, designee shall be defined as the assistant department head or other mid-manager who is assigned the authority to act for the department head in his/her absence.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

The City is committed to providing reasonable accommodation as provided under Labor Code 1025 et seq. to any employee who enters a drug rehabilitation program.

The City has established a Voluntary Employee Assistance Program (EAP) to assist those employees who seek help for alcohol or drug problems. Employees should contact their supervisor or personnel for additional information.

III. APPLICATION

This policy applies to all employees of the city in the classifications covered by this Memorandum of Understanding. This policy applies to alcohol and to all substances, drug or medication, legal or illegal, which impair an employee's ability to perform his/her assigned functions and duties.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

A. Not report to work or be subject to duty (on call) while his/her physical and/or mental ability to perform job duties is impaired from on or off duty alcohol or drug use;

B. Not posses impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at anytime while at the assigned work site;

C. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty;

D. Submit immediately to a medical examination when ordered, in writing by a Department Head or designee when probable cause exists what the employee is either physically or mentally unable to perform the duties of his/her position;

E. Notify his/her supervisor before beginning work on prior to taking any medically prescribed medication or drugs at work which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of City equipment;

F. Provide within two (2) workdays of request bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a medical examination reveals the presence of such drugs or medications. Extensions of time beyond the two workdays may be granted upon the showing of good cause. The prescription must be in the employee's name;

G. Must abide by the regulation of the Drug-Free Work Place Act of 1988. Thus, such employees who are convicted of any criminal drug statue for a violation occurring in the work place must notify Personnel no later than five (5) days after the conviction. Once the city is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate action up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

A. Department Heads or their designee are responsible for reasonable enforcement of this policy;

B. Department Heads or their designee may order in writing an employee to submit to a medical examination when the Department Head or his/her designee has probable cause to believe that an employee is intoxicated or otherwise impaired by drugs or alcohol while on the job or receiving compensation for on-call duty and thereby subject to being called, and is not physically and or mentally able to perform the duties of his/her position. The medical examination may include sampling of urine for purposes of testing for alcohol or drugs. The employee will be informed of the reasons why he/she is being asked to submit to the test.

The employee will be furnished a form by the employer on which to note any prescription or non-prescription medication that he/she may have used.

C. A department head or his/her designee ordering an employee to undergo a medical examination, shall document in writing the facts constituting probable cause that the employee in question is intoxicated or impaired by alcohol or drugs prior to the request for the medical exam.

D. A department head or his/her designee encountering an employee who refuses an order to submit to a medical examination shall remind the employee of the requirements and disciplinary consequences of this policy. When there is probable cause to believe that the employee is, at that time, impaired by alcohol or drugs, the employee will remain at the work site for a reasonable time until he/she can be safely transported home or removed to another appropriate location.

E. A department head or designee shall not physically search the employee, nor shall they search their personal possessions without being given freely and voluntarily written consent by the employee.

F. Management employees and non-management supervisors shall notify their department head or designee when they have probable cause to believe that an employee may have illegal drugs in his or her possession, or in an area not jointly or fully controlled by the City. If the department head or designee concurs that there is probable cause to suspect illegal drug possession, the department head or designee shall notify the appropriate parties, including the personal officer or designee.

G. The department head or designee may give due consideration what, if any, disciplinary action to impose on an employee for violations related to alcohol abuse.

VI. MEDICAL EXAMINATION AND PROCEDURE

The medical examination may test for any substance which could physically and/or mentally impair an employee's ability to perform safely and effectively the functions and duties of the job, including, but not limited to prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturate, amphetamines, marijuana, other cannabinoids and other illegal substances defined by state law.

An employee shall have the right of representation and the employee shall be informed of the right of representation prior to any meeting that is to be held for the primary purpose to investigate allegations of drug or alcohol impairment, and/or illegal sales or possession; and if the allegations were subsequently found to be true, formal disciplinary action would result. (Employees have the right to waive representation must be available and present within fifteen minutes from the time of the request.)

VII. RESULTS OF MEDICAL EXAMINATION

A. Alcohol/ Drug Tests

1. A positive result from a drug and/or alcohol test obtained during a medical examination may result in disciplinary action up to and including termination.

2. If a drug screen is positive, the employee must provide, within two (2) workdays of the request, bona fide verification of a valid, current prescription for the drug identified in

the drug screen. Extension of the time beyond the two workdays may be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, if the prescription is not under the employee's name, or the employee has not previously notified his/her supervisor that he/she has taken impairing prescription medication, the employee will be subject to disciplinary action up to and including termination

3. If an alcohol or drug test is administered during the medical examination and is positive for alcohol or drugs, the City shall conduct an investigation to gather all relevant facts. The decision to impose discipline of less than termination or to discharge will be carried out in conformance with the Appeals Procedure provided in the memorandum of Understanding between the Turlock City Employees Association and the City of Turlock.

4. Testing and reporting of test results will follow the guidelines as established by the Department of Health and Human Services, as promulgated in Volume 53, No. 69 of the Federal Register as incorporated herein and made a part of this policy by reference.

5. For the purposes of administering drug tests in accordance with this policy, N.I.D.A. (National Institute on Drug Abuse) collection procedures shall be used and testing shall be processed in an N.I.D.A. certified laboratory.

6. For the purpose of alcohol testing; an employee is presumed to be under the influence if he/she tests at a level above .05.

VIII. CONFIDENTIALITY

Medical or laboratory reports or tests results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Department. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the employee on written request. Disclosures, without employee consent may also occur when:

1. The information is compelled by law or by judicial or administrative process;

2. The information has been placed at issue in a formal dispute between the City and the employee;

3. The information is to be used in administering and employee benefit plan;

4. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize to disclosure.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2009-138 AND ADOPTING THE AMENDED APPENDIX III OF THE CITY OF TURLOCK ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM POLICY AND PROCEDURES	RESOLUTION NO. 2011-157

WHEREAS, Appendix III of the City's Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures have been found to be outdated; and

WHEREAS, the list of current supervisors identified in Appendix III of the attached Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures has been updated.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2009-138 and adopts the amended Appendix III of the City of Turlock Anti-Drug and Alcohol Misuse Prevention Program Policy and Procedures.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 9th day of August, 2011, by the following vote:

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

ATTEST:

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

ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) OF THE DEPARTMENT OF TRANSPORTATION (DOT) DRUG AND ALCOHOL TESTING REGULATIONS FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES AND FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS FOR PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS (49 CFR Part 655)

POLICY AND PROCEDURES

EFFECTIVE: JANUARY 1, 1996

AMENDED: DECEMBER 2000, JANUARY 2001, MARCH 2004, JANUARY 2007, JULY 2009, AUGUST 2011

CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

TABLE OF CONTENTS

1. Covered Employee Positions/Functions 2

2. Definitions 2

3. Prohibitions and Other Related Conduct 2
   A. Alcohol use or possession 2
   B. Controlled substance (drug) use or possession 3
   C. Consequences of Prohibited Conduct 3

4. Tests Required 3
   A. Pre-employment testing 3
   B. Random testing 4
   C. Post-accident testing 5
   D. Reasonable suspicion testing 7
   E. Return-to-duty testing 9
   F. Follow-up testing 9

5. Dilute Results 15

6. Cancelled Tests 15

7. Supervisor Training Program 10

8. Alcohol Testing Procedures 10

9. Substance Abuse Professional (SAP) 10

10. Controlled Substance (Drug) Testing Procedures 10

11. Medical Review Officer (MRO) 10

12. Testing Laboratory 11

13. Collection Agency 11

14. Employee Awareness Program 11

15. Employee Assistance Program (EAP) 11

CITY OF TURLOCK
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

TABLE OF CONTENTS

16. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify 12
A. Self-Identification 12
B. Random testing 12
1. First positive random test 13
2. Second positive random test 14
3. Refusal to submit to tests for drugs and/or alcohol 14
C. Other violations of policy 14

17. Recordkeeping 15

18. Confidentiality 15

19. Discipline Policy 15

20. Conformity to Law 16

TABLE OF APPENDIXES

APPENDIX		PAGE
I	COVERED POSITIONS/CLASSIFICATIONS	17
II	DEFINITIONS	18
III	LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE	22
IV	ALCOHOL TESTING PROCEDURES	23
V	SUBSTANCE ABUSE PROFESSIONAL (SAP)	25
VI	CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES	26
VII	MEDICAL REVIEW OFFICER (MRO)	29
VIII	NAME AND LOCATION OF DHHS CERTIFIED LABORATORY	31
IX	NAME AND LOCATION OF COLLECTION AGENT	32
X	POST-ACCIDENT PROCEDURES AND INSTRUCTIONS 49 CFR PART 382.303(D) REQUIREMENT	33
XI	E.A.P. HOTLINE TELEPHONE NUMBER	35
XII	RECORDKEEPING AND REPORTING PROCEDURES	36
XIII	LEVELS OF CONTROLLED SUBSTANCES (DRUGS) CONSIDERED TO BE POSITIVE	40

CITY OF TURLOCK
ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA) DEPARTMENT OF TRANSPORTATION (DOT) AND FEDERAL TRANSIT ADMINISTRATION (FTA) DRUG AND ALCOHOL TESTING REGULATIONS

EFFECTIVE: JANUARY 1, 1996 POLICY AND PROCEDURE AND POLICY STATEMENT (49 CFR 382, 392, 655,)

The City of Turlock (hereinafter referred to as "City" or "employer") has a strong commitment to provide a safe workplace and to establish high standards of employee health and safety. This policy supplements a citywide policy for a drug-free workplace for all employees regarding alcohol and drug use.

The purpose of the present policy is to establish procedures for administration of the Department of Transportation (DOT) anti-drug and alcohol misuse prevention program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, , 392.4, and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655.

The City has determined, if drivers operating commercial motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and citizens of Turlock. The City has further determined that the drug and alcohol testing and prevention program applies to all safety-sensitive employees (full or part-time) when performing any transit-related business. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

All employees and applicants covered in this policy will be requested, under DOT/FTA policy guidelines, to test for drug and alcohol misuse. Refusing to take or failing a drug test or alcohol test for trainees in a covered position or pre-employment drug and alcohol testing will prevent the person from being considered for the covered position. Any employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position. (49 CFR 382.211, 49 CFR 655.46)

ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES

1. Covered Employee Positions/Functions (49 CFR 382.103, 49 CFR 655.4). The employees in the classifications/positions attached to this policy as Appendix I, are subject to drug and alcohol testing as outlined herein. These are persons designated in 49 CFR 382, holding a commercial driver's license who operate commercial motor vehicles for the City in a safety-sensitive position, as defined below. Pre-employment applicants, trainees learning the duties of covered positions, and employees temporarily performing such duties are also subject to DOT/FTA testing regulations. Covered Employees also include employees, applicants and transferees performing safety-sensitive functions in transit operations as designated in 49 CFR 655.4.

2. Definitions. Words or phrases are as defined in 49 CFR 382.107, 386.2, 390.5, 40.3, 655.4, and 40.73 and set forth in the attached Appendix II.

3. Prohibitions and Other Related Conduct.

   A. Alcohol use or possession. No driver or safety-sensitive employee performing any transit-related business shall:

      1. Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (49 CFR 382.201, 49 CFR 655.46)

      2. Use alcohol while performing safety-sensitive functions. (49 CFR 382.205, 49 CFR 655.32)

      3. Perform safety-sensitive functions within four (4) hours after using alcohol. (49 CFR 382.207, 49 CFR 655.33)

      4. Use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first. (49 CFR 382.209, 49 CFR 655.34)

      5. Refuse to submit to alcohol testing required under Part 382 (49 CFR 382.211) or Part 655 (49 CFR 655.49).

      6. Perform any safety-sensitive functions including driving, until the start of that individual's next regularly scheduled duty period but not less than 24 hours following administration of the alcohol breath test, if the individual has received a prior alcohol test and was found to have an alcohol concentration of 0.02 or greater but less than 0.04 (49 CFR 382.505; 655.35)

B. Controlled substance (drug) use or possession. No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 49 CFR 382.107 who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions, and is approved by the MRO. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

2. Be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician, without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))

3. Report for duty, remain on duty, or perform any safety-sensitive function while using controlled substances. (49 CFR 382.213(b))

4. Refuse to submit to controlled substance testing required under Part 382, or Part 655, a random alcohol or controlled substances test required under Part 382.305 or 655.45, a reasonable suspicion alcohol or controlled substances test required under 382.307 or 655.43, or a follow-up alcohol or controlled substances test required under 382.311 or 655.47. Employees who refuse to submit to such tests shall not be allowed to perform or continue to perform safety-sensitive functions. (49 CFR 382.211; 655.49)

C. Consequences of Prohibited Conduct. Under City policy, this prohibited conduct is grounds for removal from the covered position and possible termination, subject to the conditions in Section 14 of this policy.

4. Tests Required. Employees subject to testing are required to be tested as follows:

A. Pre-employment testing (including reassignment or transfer-voluntary and involuntary) (49 CFR 382.301; 655.41).

1. Prior to the first time an employee performs safety-sensitive functions, the employee shall undergo testing for alcohol and for the

presence of any of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines in accordance with 49 CFR 382.301 and 655.41. No covered employee shall be allowed to perform safety-sensitive functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04 and has received a controlled substances test result from the MRO indicating a verified negative test result.

2. A pre-employment alcohol and drug test will be conducted when a current employee transfers from a position not covered by this policy into a position listed in this policy.

3. Applicants who are offered a position covered by this FHWA-DOT-FTA mandated policy will be tested before being employed. Pre-employment job applicants who test positive for alcohol or controlled substance use will not be hired. Employees transferring or reassigned into a position requiring alcohol or drug testing, and job applicants, who test positive for controlled substance use have the right to request retesting of the second split specimen at their expense. If the retest result is negative, the employee will be reimbursed the cost by the City. Employees or applicants who fail an alcohol or drug test will not be hired for the safety-sensitive position.

4. An employee who transfers from one position covered by this policy to another covered by this policy will not be required to undergo pre-employment testing.

5. Employees working in a position covered by this policy on the effective date who continue to work in a covered position will not be required to undergo a pre-employment test.

B. Random testing (49 CFR 382.305; 655.45)

1. All employees covered by this policy are subject to unannounced testing based on random selection. This includes trainees and employees temporarily performing work in a covered position.

2. Each calendar year, at least fifty percent (50%) of covered employees shall be randomly tested for controlled substance use, and at least ten percent (10%) shall be randomly tested for alcohol misuse. All persons will be subject to be randomly picked for alcohol and drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during any annual period. This rate of testing by DOT/FHWA/FTA may

increase or decrease depending upon the number of industry-wide violations based upon reported data. 49 CFR 382.305(b)(c)(d), 49 CFR 655.45.

3. To assure that the selection process is random, the names of all employees covered by this DOT/FHWA/FTA policy will be placed in a common pool. This random common pool may, by election of the City for convenience of testing, be comprised of individuals subject to both drug and alcohol testing if the testing occurs at the same time. This is intended to allow as few covered employees as possible off work for testing.

4. Random testing shall be spread reasonably through the calendar year.

5. The selection procedure will select sufficient additional numbers/names to be used to reach the appropriate testing level of employees during each test period. These alternate numbers/names will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave, leave of absence, business travel, or other justifiable reason.

6. The employee's work load will be adjusted to reflect the time spent in complying with random testing requirements.

C. Post-accident testing (49 CFR 382.303, 49 CFR 655.44). An "accident" under DOT/FHWA/FTA regulations necessitating testing is defined in Appendix II of this policy.

1. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances as follows:

   a. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the accident involved the loss of human life; or

   b. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the driver receives a citation for a moving violation arising from the accident.

2. Time for alcohol testing: If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the

employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 382.303(a)(2);(d)(1), 49 CFR 655(a)(2)(ii)).

3. Time for drug testing: If a drug test is required, the employee shall be tested for controlled substance use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible. (49 CFR 382.303(b);(d)(2)).

4. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

5. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

6. The results of a breath or blood test for the use of alcohol or a urine test for controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of DOT/FHWA/FTA Parts 382 and 655 provided such results are obtained by the employer, and conform to the applicable Federal, State, or local requirements.

7. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

8. An employee subject to post-accident testing must remain available, and refrain from drinking alcohol for 8 hours following an accident or until he/she submits to an alcohol test.

9. Documentation regarding the activity being performed by the employee that supports the determination to conduct post-accident

testing should be prepared and signed by the supervisor requesting the test within 24 hours of the accident or before the results of the drug test are released, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of both the alcohol breath test and the drug test.

D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43).

1. The employer shall require an employee to submit to an alcohol breath test when the employer has a reasonable suspicion to believe that a driver has violated the alcohol prohibitions of 49 CFR Part 382 or 655.43.

2. Reasonable Suspicion Testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of alcohol and/or drugs. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations of alcohol and/or drug use must be made by a trained supervisor during, just preceding or just after the work day. Examples of performance indicators of probable alcohol and/or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:

a. Mouth-alcohol smell;
b. Loss of equilibrium (unsteady standing, walking or movement);
c. Slurred speech, bloodshot eyes;
d. Observation of substandard performance;
e. Unusual behavior, driving, or altercations;
f. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed;
g. A reliable tip of alcohol and/or drug use;
h. Actual observation of the possession or use of alcohol and/or drugs;
i. Discovery of evidence tending to support the suspicion of alcohol use and/or drug use;
j. An employee is found in possession of alcohol and/or drugs, or alcohol and/or drugs are found in an area controlled or used exclusively by the employee, such as the employee's locker, desk, or a vehicle;

k. Absenteeism; and
l. Indications of the chronic and withdrawal effects of alcohol and/or drugs.

3. The supervisor who makes the determination of alcohol use shall not conduct the breath alcohol test.

4. The employee shall be alcohol tested within two (2) hours following the determination made by the supervisor or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If a test is not administered within eight (8) hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 302.307(e); 655.43 (d)).

5. After returning from the testing location, the employee shall not be allowed to perform covered functions unless the results of the alcohol screening and, if indicated, confirmation test (taken within 20 minutes of a screening test) indicates an alcohol concentration less than 0.02, or 24 hours has elapsed following the supervisor's determination there is reasonable suspicion to believe the employee has violated the prohibitions of use of alcohol. (49 CFR 382.307(e)(2)(i),(ii)).

6. The employer shall require an employee to submit to a drug test when the employer has a reasonable suspicion to believe that an employee has violated the controlled substances prohibitions of 49 CFR Part 382, and 49 CFR Part 655.

7. Reasonable suspicion testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of a controlled substance. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee with examples as set forth in section 4.D.2. above.

8. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.

9. Documentation to support the determination to conduct reasonable suspicion testing should be prepared and signed by the supervisor

within 24 hours of the determination or before the results of the test are released, whichever is earlier, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of the drug test from the MRO.

E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48).

1. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct concerning alcohol prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with a result indicating an alcohol breath concentration of less than 0.02, in addition to evaluation of fitness for duty.

2. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in controlled substance use prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with an MRO verified negative result for controlled substance use, in addition to evaluation of fitness for duty by the MRO.

3. This test is in addition to the other types of tests stated in this policy.

F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47)

1. Following a determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by the SAP of at least six tests in the first 12 months following the employee's return to duty, and thereafter as determined necessary by the SAP. Follow-up alcohol testing shall be performed when the employee is performing safety-sensitive functions, or just before, or just after the employee has ceased performing safety-sensitive functions.

2. Follow-up alcohol testing may also include testing for controlled substance use to be performed in accordance with 49 CFR Part 40, as directed and determined by the MRO and/or SAP.

3. A employee having used controlled substances, who at the recommendation of the Medical Review Officer (MRO), returns to duty after successful completion of E.A.P. will be given unannounced follow-up drug tests, as scheduled by the MRO of at

least six tests in the first 12 months following the employee's return to duty and thereafter as determined by the MRO.

4. The time period for "follow-up" testing for alcohol or controlled substance use will be determined by the appropriate MRO or SAP subject to a reasonable minimum of 12 months, and never to exceed 60 months.

5. Follow-up testing may be on a daily, weekly, monthly or longer basis at the discretion of the MRO or SAP.

6. Follow-up testing is in addition to the other types of tests stated in this policy.

5. Dilute Specimen Results

A. In the event of a negative dilute test result, the employer will require the employee to immediately provide another specimen for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. This will be an unobserved collection unless directed by the MRO to be collected under direct observation.

B. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test.

C. If a second test is administered and the result of that test is also negative and dilute, the employer will accept the second test result as negative and the result of the record.

D. The collection cannot be observed, unless the MRO requests so as a result of the specimen having a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.

E. If the result is cancelled/invalid, (with no medical explanation) the employee will need to undergo an immediate observed collection as directed by the MRO.

F. An MRO verified positive dilute test result will be treated as a positive drug test result.

6. Canceled Tests

If the test is cancelled, immediate recollections are required for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. Only the laboratory or the MRO can cancel a test.

7. Supervisor Training Program (49 CFR 382.603, 49 CFR 655.14(b)(2)). Every person designated to determine whether reasonable suspicion exists to require an employee to undergo testing under 49 CFR 382.307 or 655.43 (reasonable suspicion testing) shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. See Appendix III for list of Supervisors of covered positions.

8. Alcohol Testing Procedures. Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and set forth in the attached Appendix IV.

9. Substance Abuse Professional (SAP) (49 CFR 382.605, 49 CFR 655.52)

   A. The Substance Abuse Professional (SAP) is defined in Appendix II.

   B. The name, address, and phone number of the SAP, and SAP responsibilities are listed in Appendix V.

10. Controlled Substance (Drug) Testing Procedures. Controlled substance (drug) testing procedures are as defined in 49 CFR Parts, 382, 386, 390, 655, and 40 and as set forth in the attached Appendix VI.

11. Medical Review Officer (MRO (49 CFR 382.407, 49 CFR 655)

   A. The Medical Review Officer is defined in Appendix II.

   B. The name, address, and phone number of the MRO, and MRO responsibilities are listed in Appendix VII.

12. Testing Laboratory (49 CFR 40)

   A. The DHHS certified testing laboratory for this policy is set forth in Appendix VIII.

   B. The DHHS certified testing laboratory shall comply with all methods and procedures of 49 CFR Part 40.

13. Collection Agency (49 CFR 40.31)

   A. The collection agent and address for this alcohol and controlled substance (drug) policy is listed in Appendix IX.

B. The collection agency will comply with all methods and procedures of 49 CFR Part 40, as amended, for collection and chain of custody and provide documentation of compliance to the employer.

14. Employee Awareness Program (49 CFR 382.601). Employee Education and Training - Every employee covered by this policy will receive educational materials that explain the requirements of Part 382 and the employer's policies and procedures in meeting these requirements. This will include:

A. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and intervening evaluation including referral to EAP will be periodically distributed and displayed in the work areas.

B. Information will be provided as required in Part 382.303(d) by the employer to employees with necessary post-accident information, procedures and instructions, prior to the employee operating a commercial motor vehicle or engaging in safety-sensitive functions, so that employees will be able to comply with the requirements of Part 382.303 (See Appendix X).

C. A copy of this policy will be given to each covered employee and displayed in the work area.

D. Controlled substance abuse information will be periodically distributed and displayed in the work areas.

15. Employee Assistance Program (EAP) (49 CFR 382.601)

A. The City-wide EAP program or a similar program will be maintained throughout the existence of this alcohol misuse and controlled substance abuse policy.

B. The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area (See Appendix XI).

16. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify. All permanent City employees performing covered safety-sensitive duties shall be subject to the provisions of this section. These retention provisions shall not apply to applicants, probationary, non-career, seasonal or temporary employees, employees in a training capacity, or any other form of non-permanent employment status employee performing safety-sensitive duties.

A. Self-Identification. Self-identification means an employee who voluntarily, before drug or alcohol testing or conduct identifies the problem, admits the problem to the City's MRO/SAP and seeks rehabilitation assistance.

1. An employee who takes the initiative of voluntarily advising management that he/she has an alcohol or drug problem, before taking a test which results in a violation of this policy, shall be required to enroll in a rehabilitation program. Such an employee actively involved in a rehabilitation program recognized by the MRO/SAP, may use accumulated paid leave time, except for sick leave, during this period of absence, or the employee may request authorized leave of absence without pay.

2. The employee will be eligible to return to work once he/she has been certified to do so by the MRO/SAP. Prior to returning to work, the employee must consent in writing to follow-up drug and/or alcohol testing as part of after-care treatment. This follow-up testing will be determined by the MRO/SAP, and shall be consistent with Section 4(F) Follow-up Testing.

3. Such an employee shall not be subject to disciplinary action for having voluntarily acknowledged his/her problem. He/she must, however, provide a negative alcohol and/or drug test within 60 days of self-identification, and be certified as capable of returning to work by the MRO/SAP.

4. Failure to complete a rehabilitation program, provide a negative test result and receive MRO/SAP certification for return to work (fitness for duty) will result in disciplinary action as described in section B.1.a. below.

B. Random testing. Under City policy, a covered employee who tests positive for drugs and/or alcohol as a result of random testing, shall be subject to the following disciplinary action:

1. First positive random test

a. An employee who receives a positive test result to either drugs or alcohol shall be immediately suspended for 10 working days.

b. The employee who has tested positive must enroll in an alcohol or drug treatment/rehabilitation program which is approved by the MRO/SAP.

c. The employee shall instruct the program provider to release any and all medical records of the treatment plan to the MRO or

SAP. Such information shall be treated as confidential medical information by the MRO/SAP.

d. After the completion of the 10 working day suspension, the employee may return to work as soon as medically certified by the MRO/SAP. The employee must, however, provide a negative test result and be certified for return to duty no later than 60 calendar days after notification of the positive random test result. Failure to be certified by the MRO/SAP or return to work shall result in termination.

e. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.

f. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program.

g. Upon return to work, this employee shall be subject to a minimum of 6 unannounced tests during the following 12 month period. Furthermore, the employee is subject to unannounced testing for up to 60 months upon return to work. Such testing shall be as determined by the MRO/SAP.

h. An employee who previously tested positive for drugs and/or alcohol, but who has not tested positive during the preceding five (5) years, shall not have the first positive test considered for the purposes of progressive discipline under this policy.

i. Any employee who is given an alcohol confirmation test according to 49 CFR 40 Subpart M by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be requested to take leave without pay, or use vacation or personal leave but not sick leave time, until the employee's next regularly scheduled duty period, but less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be suspended without pay for three regularly scheduled work days. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.

j. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period is subject to further disciplinary action. This

disciplinary action may be up to and including termination based upon a review of the employee's work history.

2. Second positive random test. Under City policy, and subject to Section 1.h. above, covered employees who fail a drug and/or alcohol test, after a previous test will be terminated whether the second test results from a random test or follow-up test.

3. Refusal to submit to tests for drugs and/or alcohol.

   a. An employee is required to provide a specimen within two hours from the time requested to do so by the MRO. If the employee attempts and fails to provide an adequate amount of breath, the City shall proceed according to CFR 40.265 which requires evaluation by an approved physician with a written statement of the determination concerning the employee's failure to provide an adequate breath sample. An employee who refuses to submit to a random test shall be suspended for 30 calendar days without pay. Such an employee may be returned to work only upon certification by the MRO of fitness for duty and must test negative on a return-to-duty test.

   b. An employee who refuses to submit to an alcohol and/or drug test a second time or who subsequently tests positive on a drug or alcohol test, shall be terminated.

   c. If an employee refuses to submit to an alcohol and/or drug test citing medical conditions, such conditions require evaluation by the MRO/SAP. Alternative testing methods may be used by the MRO/SAP to determine the employee's fitness for duty.

C. Other violations of policy. Under City policy, covered employees shall be subject to other such disciplinary action as is warranted for violations of rules, regulations, policies and procedures.

17. Recordkeeping (49 CFR Parts 40, 655 and 382). Records will be maintained in accordance with the requirements of 49 CFR Part 40, Part 655 and Part 382 et al. set forth in Appendix XII.

18. Confidentiality (Pursuant to 49 CFR Parts 382, 655 and 40)

A. Each individual's record of testing and results under this policy will be maintained private and confidential. With the exception of the testing laboratory, MRO, employee, designated departmental manager, DOT/FTA or upon request of FHWA or State agency officials as part of an accident investigation, the results of individual drug tests will not be

released to anyone without the express written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, departmental manager).

B. All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above or as otherwise necessary or required by law for the implementation of the DOT/FTA program.

C. Unless an employee gives his or her written consent, the employee's drug testing and/or E.A.P. records will not be released to a subsequent employer.

D. An employer may disclose information required to be maintained under Part 382 pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Part, or from the employer's determination that the employee engaged in conduct prohibited by Part 382 (including but not limited to a worker's compensation, unemployment compensation, or other proceeding related to a benefit sought by the employee) as set forth in 49 CFR 382.405(g).

E. An employee subject to DOT/FHWA/FTA testing may obtain copies of any employer records pertaining to the employee's use of alcohol or drugs and test results upon written request to the employer. 49 CFR 382.405(b).

19. Discipline Policy. Under City policy, consistent with an alcohol-free and drug-free workplace, every effort will be made to help the employee deal with an alcohol or drug problem. However, if this effort fails or is obviously inappropriate given the employee's conduct, the nature of the drug and/or alcohol use, and/or the employee's position, then appropriate disciplinary action will be instituted. The employee covered by this policy who refuses or fails an alcohol or drug test and then refuses assistance or fails to satisfactorily complete the E.A.P. may be disciplined up to and including termination.

20. Conformity to Law. In the event this policy is in violation of any applicable law or administrative regulation, the City will make such changes as are necessary to conform this policy to such law or administrative regulation.

APPENDIX I

COVERED POSITIONS/CLASSIFICATIONS
DOT/FHWA/FTA (Highways and Transit Operations)

The following employee classifications/positions are subject to testing if the employee holds a commercial driver's license and operate commercial motor vehicles (as defined in Appendix II) in a safety-sensitive position, or works in a safety-sensitive function in transit operations. Additional positions may be subject to testing if the employee has a commercial driver's license and operates a commercial motor vehicle in safety-sensitive duties.

CLASSIFICATION TITLES

Utilities Division

Utilities Supervisor
Assistant Utilities Supervisor
Utilities Maintenance Worker, Sr.
Utilities Maintenance Worker II
Utilities Maintenance Worker I

Electrical/Mechanical Maintenance Supervisor
Electrical/Mechanical Technician, Sr.
Electrical/Mechanical Technician II
Electrical/Mechanical Technician I

Fleet Maintenance Supervisor
Fleet Maintenance Mechanic, Sr.
Fleet Maintenance Mechanic, II
Fleet Maintenance Mechanic, I

Public Facilities Maintenance Services Division

Public Maintenance Supervisor
Assistant Public Maintenance Supervisor
Maintenance Worker, Sr.
Maintenance Worker II
Maintenance Worker I

APPENDIX II

DEFINITIONS

Accident A vehicle accident under 49 CFR Part 382 involving either (1) a loss of human life, or (2) the employee receives a citation for a moving violation arising from the accident. Also, an accident as defined in 49 CFR Part 655.

Air blank A reading by an EBT of ambient air containing no alcohol.

Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol (CH_3), Ethyl alcohol (CH_2OH), ETOH (C_2H_5OH)

Alcohol concentration The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382 and Part 40.

Alcohol use Alcohol use in DOT/FTA rules means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind sample A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Chain of custody Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the DHHS certified laboratory.

Collection site A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial motor vehicle A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172).

Confirmation test (alcohol) A second alcohol test that follows a screening test by BAT with EBT after 15 minute deprivation period. The confirmation test controls over the screening test (if different result). Results of alcohol concentration less than 0.02 are reported as negative. Result 0.02-0.039 require employee be removed from the safety-sensitive function (but no DOT violation) for 24 hours. Result 0.04 or more is a violation of the DOT/FTA rules and requires removal until further evaluation by SAP.

Confirmation test (controlled substance) A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MC) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Covered employee Any person who performs functions classified by DOT/FTA as "safety- sensitive" functions and intended to be included and regulated by DOT/FTA-mandated drug and alcohol testing. This includes an applicant for employment in the covered classifications.

Controlled substance (commonly referred to as "drugs") Includes the following five prohibited drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. See also the definition of drug test.

Deprivation period The period of time after a screening test for alcohol which indicates a breath alcohol concentration of 0.02 or greater. The waiting period cannot be less than 15 minutes but must be within 20 minutes from the completion of the screening test.

DHHS U.S. Department of Health & Human Services (federal).

Drug Program Manager (DPM) The employer-designated individual responsible for the preparation of a drug testing anti-drug plan which complies with DOT/FTA regulations and requirements. The DPM provides oversight and evaluation of the plan; reviews all discipline applied under the plan for consistency and conformance to employer policies and procedures; schedules random drug testing and return-to-duty testing; and maintains locked files on drug testing results.

Drug test (also referred to as controlled substance test) Refers to the DOT/FTA-mandated testing for certain controlled substances by a DHHS certified laboratory of employee urine samples for five prohibited drugs as follows: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

EAP Abbreviation for "Employee Assistance Program." DOT/FTA requires each employer to have an EAP program to provide education and training on substance

abuse to all employees including informational material, a community service hot-line telephone number, and distribution of employer's policy regarding the use of prohibited drugs and alcohol to all new employees.

Employee Any person who operates a commercial motor vehicle including full or part-time employees, leased drivers and independent owner-operator contractors who operate a commercial motor vehicle at the direction of the City, and employees engaged in safety-sensitive functions in transit operations. For pre-employment/pre-duty testing, the term employee includes a person applying for employment which would require the applicant to drive a commercial motor vehicle or engage in a safety-sensitive function in transit operations.

Evidential Breath Testing (EBT) device The equipment required by DOT/FTA for alcohol testing and approved by the National Highway Traffic Safety Administration (NHTSA) and listed on their Conforming Products List. EBT must be capable of printing out the results, date and time, a sequential test number, and the name and serial number of the EBT, to ensure the reliability of the results and one which NHTSA has approved a quality assurance program submitted by the device manufacturer.

Management Information System (MIS) Employer must maintain a record keeping and reporting system to include the number of covered and tested employees for both DOT/FTA-mandated drug and alcohol testing, the number of alcohol screening and confirmation tests, the number of drug tests, the number of denied positions in pre-employment testing (for drug), and the number of return-to-duty tests.

Medical Review Officer (MRO) The MRO is a licensed physician with knowledge of drug abuse disorders. MRO reviews all negative and positive drug test results and interviews individuals tested positive to verify the laboratory report before the employer is notified. MRO recommends whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of up to 60 months.

Performing a safety-sensitive function The employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform as a driver of a commercial motor vehicle, or who performs or will perform a safety-sensitive function for transit operations.

Positive alcohol test The confirmation test performed by the BAT with EBT recorded result of 0.04 or more which is a violation of the DOT/FTA rules and requires removal from the covered position until further evaluation by an SAP.

Positive drug test To have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a urine specimen that is

equal to or greater than the levels allowed by DOT/FTA in the confirmation test, and which is determined by the MRO to be the result of the use of illegal drugs. An employee whose drug test is positive cannot perform in a covered position until MRO retests and treatment and/or EAP.

Quality Assurance Plan (QAP) Plan for EBT developed by the manufacturer and approved by NHTSA. Key elements of the Plan include: methods for external calibration checks, minimum intervals for calibration checks, tolerances for calibration checks, inspection, maintenance and calibration reports. Employer must maintain records of compliance with QAP including calibration checks.

Random sample DOT/FTA drug and alcohol testing of covered employees performed on an unannounced and random selection basis. The random tests are spread reasonably over a 12-calendar month period to test at least 25% of all covered employees for alcohol, and 50% of covered employees for drugs.

Refusal to submit (to alcohol or drug test) The persons (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing,(2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive position (function) An employee who drives, is ready to drive, or available to drive commercial motor vehicles for the employer is considered to be performing a safety-sensitive function according to DOT-FHWA/FTA regulations. Also, a safety-sensitive function includes any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

Screening test (or initial test) In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system.

Substance Abuse Professional (SAP) A licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

APPENDIX III

LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE

The following list of supervisors presently supervise employees in covered positions listed in Appendix I for DOT/FTA/FHWA safety-sensitive functions. This list is subject to amendment without notice. To obtain a current list, contact the City's Personnel Office.

Sam Beevers, Utilities Supervisor

Jose Cantu, Fleet Maintenance Supervisor

Dave Funk, Electrical/Mechanic Maintenance Supervisor

Ray Garcia, Public Maintenance Supervisor

Larry Gilley, Utilities Manager

Allison Van Guilder, Parks, Recreation & Public Facilities Manager

Dan Madden, Municipal Services Director

Mike Murphy, Public Facilities Maintenance Supervisor, Assistant

Keith Humphres, Public Facilities Maintenance Supervisor, Assistant

APPENDIX IV

ALCOHOL TESTING PROCEDURES

Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40, and are outlined below:

A. For alcohol testing, the employer shall use only EBTs which meet the requirements of 49 CFR 40.231.

B. An EBT shall have a Quality Assurance Plan (QAP) developed by the manufacturer which designates the methods to be used to perform external calibration checks using devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests" and other requirements set forth in 49 CFR 40.233.

C. Alcohol testing will be performed on breath only unless otherwise required by DOT/FTA under amended regulations.

D. Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. (49 CFR 40.221)

E. Alcohol testing may be conducted in a mobile connection facility as permitted in 49 CFR 40.221(f).

F. The employer shall use the breath alcohol testing form prescribed by DOT form and log book requirements in Part 40, and the BAT shall follow all procedures required in Part 40.

G. Prior to testing, the BAT will require the employee to provide positive identification (such as a photo ID or ID by an employer representative).

H. A screening test (initial test) shall be performed by the BAT, with printed results which the BAT will show to the employee.

1. In any case in which the breath alcohol concentration is less than 0.02, the BAT shall date and sign the form and the employee shall sign the certification and fill in the date on the form. No further testing is required and the BAT shall transmit the result of less than 0.02 to the employer in a confidential manner.

2. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed (49 CFR 40 Subpart L.

I. A confirmation test is performed according to 49 CFR 40 Subpart M, by the BAT after a 15 minute deprivation period (but not more than 20 minute after the screening test) while under BAT supervision at all times. The result of the confirmation test controls and overrules the screening test (if a different result). Results are recorded on required forms and reported to the employer by the EBT.

1. Results of breath alcohol concentration less than 0.02 are reported as negative.

2. Results of breath alcohol concentration of 0.02 or greater but less than 0.04 will prevent the employee from performing or continuing to perform safety-sensitive functions until: (a) the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test (49 CFR 382.505, 49 CFR 655.35). Return to work is subject to the requirements of Sections 3(a)(6) and 14(b) of this City policy.

3. Results of alcohol concentration of 0.04 or more is a violation of the DOT/FHWA/FTA rules and requires removal from the safety-sensitive functions until further evaluation by a SAP and retesting.

J. Refusal to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process to prevent the completion of the test shall be noted by the BAT and communicated to the employer.

K. Inability to provide adequate amount of breath because of a medical condition shall be immediately reported to the employer and require evaluation by a licensed physician acceptable to the employer according to Part 40.265.

L. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the consent or release form for the collection site shall be considered a refusal to test.

APPENDIX V

SUBSTANCE ABUSE PROFESSIONAL (SAP)

A. Substance Abuse Professional (SAP) is defined in 49 CFR 382.605, 49 CFR 655.52. See definitions in Appendix II.

B. The SAP is a licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substances-related disorders. The name and address of the SAP is as follows:

Melvin M. Beckwith, CADC II, NCAC, ICADC, SAP
17 East Main Street
PO Box 2326
Merced, CA 95344
(209) 722-8791 office
(209) 722-0738 fax

C. SAP functions include the following:

1. Conduct evaluation of employee who has engaged in prohibited conduct

2. Determine if employee needs assistance in resolving problems associated with alcohol misuse or controlled substance use

3. Refer employee for treatment/rehabilitation as appropriate

4. Conduct return-to-duty evaluation to determine if employee has complied with any recommendations for treatment/rehabilitation

5. May establish follow-up testing regime

6. May recommend drug testing for those employees who have poly-substance abuse problems

7. Reject test results that do not comply with the Mandatory Guidelines

8. Maintain the required records to administer this program

9. SAP cannot conduct treatment or refer to affiliated facility except if assessment and treatment through public agency, or person for treatment is provided through the health care program or the SAP is the only person available.

APPENDIX VI

CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES

Controlled substance (drug) testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and as set forth in summary below:

A. Applicants and employees required to participate in the controlled substance (drug) testing program will be notified that a drug test is necessary and the basis upon which the testing is performed (e.g., random, post-accident, return-to-duty, etc.).

B. Drug testing will be performed utilizing split specimen urine samples. Split specimen requires collection of urine in a single container (minimum 45 ml) which is subdivided into two containers (30 ml primary; 15 ml secondary), labeled, sealed, and shipped in a single shipping container to the lab.

C. Each urine specimen shall be tested for evidence of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. (49 CFR 40, 49 CFR 382.107, 49 CFR 655.21)

D. An applicant who is offered a position covered by this policy will be required to report to the alcohol and drug testing collection site specified in Appendix IX of this policy and provide both an alcohol breath test and a urine specimen.

E. Upon notification that a drug test is required, an employee will report as soon as possible after notification to the drug collection site and provide a urine specimen.

F. The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended.

G. Retention of urine specimens and retesting shall be in accordance with 49 CFR 40, 655, and 382.

1. The laboratory shall retain samples that yield confirmed positive results for one year in secured frozen storage. The laboratory may be requested to retain the sample for an additional reasonable period; however, if no request is received during the one year period, the sample will be discarded at the end of one year.

2. If the MRO determines there is no legitimate medical reason for a confirmed positive test result other than the unauthorized use of a

prohibited drug, the MRO shall advise the employee of the positive test result. The determination of a positive test level is set out in Appendix XIII herein. The employee may request retesting, which will require the employee to submit a written request to the MRO for a GC/MS retest of the secondary urine specimen within 72 hours after notification of the positive test result from the MRO receipt of final test results from the MRO. Retesting will be performed at a different DHHS certified lab that is certified by the U.S. Department of Health and Human Services (DHHS) which shall be selected by the employee's collective bargaining agent and be inspected and approved by City's MRO (see Appendix VIII for laboratory name and collection location). The cost of shipment (if any) and reanalysis of the specimen must be paid in advance by the employee and will be reimbursed if the retest is negative.

3. If the employee specifies retesting by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring the split specimen.

4. If the MRO is unable to contact the employee, the employer shall request the employee contact the MRO prior to dispatching the employee or within 24 hours, whichever is earlier.

H. Intentional acts of the applicant or employee to contaminate or invalidate the urine specimen will be deemed a failed test result. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the form for the collection site is considered a refusal to test.

I. A positive test for controlled substances (drugs) means to have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified in the appendix for the confirmation test and is validated by the MRO as being positive (see Appendix V). An employee whose drug test is positive will be considered in violation of this policy.

J. Blind Performance Test Procedures:

1. General:

a. The employer shall use blind testing quality control procedures as provided below.

b. The employer shall submit three blind performance test specimens for each 100 employee specimens submitted, up to a maximum of 100 blind performance test specimens submitted per quarter. DOT

may increase this per quarter maximum number of samples if doing so is necessary to ensure adequate quality control of employers or consortiums with very large numbers of employees.

2. Covered Employees: For employers with 2,000 or more covered employees, approximately 80 percent of the blind performance test samples shall be blank (i.e., containing no drugs or otherwise as approved by DOT/FTA) and the remaining samples shall be positive for one or more drugs per sample in a distribution such that all the drugs to be tested are included in approximately equal frequencies of challenge. The positive samples shall be spiked only with those drugs for which the employer is testing. This paragraph shall not be construed to prohibit spiking of other (potentially interfering) compounds, as technically appropriate, in order to verify the specificity of a particular assay.

3. Employers with fewer than 2,000 covered employees may submit blind performance test specimens as provided in the above paragraph. The employer may also submit only blank samples or may submit two separately labeled portions of a specimen from the same non-covered employee.

APPENDIX VII

MEDICAL REVIEW OFFICER (MRO)

A. Medical Review Officer (MRO) is defined in 49 CFR 40.121. The MRO is a licensed physician with knowledge of substance abuse disorders. See also Appendix II definition.

B. Medical Review Officer information:

Stephen J. Kracht, D.O.
Certificate # 0807863
P.O. Box 25902
Overland Park, KS 66225
Phone 800-881-0722 Fax 913-469-4029

C. The following is a partial listing of the MRO's specific responsibilities as defined in 49 CFR 40.123. Additional details of responsibilities may be found in the DHHS Medical Review Officer Manual.

1. Receive positive confirmed drug test results from laboratory.

2. Request, if needed, a quantitative description of drug test results.

3. Receive a certified copy of the original chain of custody.

4. Review and interpret positive drug test results according to the DOT/FTA-mandated standard set forth in Appendix XIII.

5. Inform the tested individual and provide drug test results.

6. Conduct a medical interview with the tested individual.

7. Review the individual's medical history, or any other relevant biomedical factors.

8. Give the individual an opportunity to discuss test results, and advise the individual that the original split urine specimen sample may be retested at a different DHHS certified laboratory upon the written request of the employee, if the written request is made within 72 hours from notification of the positive drug test result.

9. Order a reanalysis of the split urine specimen in a different DHHS certified laboratory, if necessary.

10. Consult with others if question of accuracy arises, consistent with confidentiality requirements.

11. Consult with laboratory officials.

12. Reject urinalysis results that do not comply with the Mandatory Guidelines.

13. Confirm an opiate-positive urine by "clinical evidence"; except for GC/MS confirmation of 6-monoacetylmorphine. (49 CFR 40.139)

14. Determine whether a result is scientifically sufficient.

15. Determine whether a result is consistent with legal drug use.

16. Forward results of verified positive tests to the employer.

17. Maintain the required records to administer this program.

APPENDIX VIII

NAME AND LOCATION OF DHHS CERTIFIED LABORATORY

The testing laboratory for this policy for primary testing will be a laboratory certified by DHHS and approved by the MRO. The name and location of the testing laboratory is as follows:

Clinical Reference Lab
11850 West 85th Street
Lenexa, KS 66214
(301) 443-6780

Retesting of the split sample will be performed by a different laboratory certified by DHHS and approved by the MRO. The name and location of the laboratory is as follows:

Quest Diagnostics
Corporate Headquarters
1290 Wall Street, West
Lyndhurst, NJ 07071
(800) 877-7484

Laboratory Procedures: The DHHS certified laboratories shall comply with all methods and procedures of 49 CFR Part 40, as amended, and will provide annual proof of certification and compliance to the City Occupational Health Services, MRO, and the employer.

APPENDIX IX

NAME AND LOCATION OF COLLECTION AGENT

Collection Agent:

Romeo Medical Work Wellness
Attn: Bonnie Fontana
1801 Colorado Ave. Suite 130
Turlock, CA 95382
(209) 216-3333

After Hours and Weekends:

Emergency Department (Emanuel Medical Center)
825 Delbon Avenue
Turlock, CA 95382

Open 24 Hours

APPENDIX X

POST-ACCIDENT PROCEDURES AND INSTRUCTIONS
49 CFR PART 382.303(D) AND 49 CFR PART 655.4 REQUIREMENTS

A. If an accident involves (1) the loss of human life, or (2) the driver receives a citation for a moving violation arising from the accident, or (3) the accident involves a transit vehicle and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (4) the accident involves a transit vehicle and one or more vehicles involved incurs disabling damage as the result of the occurrence, the driver must be tested for alcohol and drugs under the DOT/FTA-mandated policy. The testing should occur as soon as practicable following an accident.

B. Alcohol testing. If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (CFR 382.303(d)(1), 49 CFR 655.44).

C. Drug testing. If a drug test is required, the employee shall be tested for drug use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.

D. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.

E. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.

F. Under the City-wide drug and alcohol policies, additional non-DOT/FTA testing may also be requested by the employer following any type of motor vehicle accident or incident in which safety precautions were violated or

unusually careless acts were performed, or which involve substandard performance by the employee, or related to unusual behavior, driving, altercations, or other indications of alcohol and/or drug usage.

APPENDIX XI

E.A.P. HOTLINE TELEPHONE NUMBER

E.A.P. HOTLINE TELEPHONE NUMBER:	1-800-234-5465
Operating Hours:	24 Hours

APPENDIX XII

RECORDKEEPING AND REPORTING PROCEDURES

Records will be maintained in accordance with the requirements of 49 CFR 382.401-409, et al. and 655.71 as outlined below:

A. Retention Period. The employer will keep the following records for the periods specified. These records will be maintained in a secure location with controlled access:

1. Five-Year Retention Period:

    a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater
    b. Records of employee verified positive drug test results
    c. Documentation of refusals to take alcohol/drug tests
    d. Calibration of Evidential Breath Testing (EBT) devices documentation
    e. Employee evaluation and referrals
    f. Copy of each annual calendar year summary required by 49 CFR 382.403
    g. Substance abuse professionals (SAP) evaluations and referrals will be kept a minimum of 5 years

2. Two-Year Retention Period:

    a. Records related to the alcohol and drug test collection process (except calibration of EBT devices).
    b. Records of BAT, supervisor and employee training after the individuals cease to perform those functions.

3. One-Year Retention Period:

    a. Records of negative and canceled drug test results
    b. Records of test results indicating a breath alcohol concentration less than 0.02
    c. Records relating to the collection process (except calibration) and required testing will be kept a minimum of two years.

4. Indefinite Retention Period

    a. Records related to the education and training of BATs, supervisors, and employees while the individuals perform the functions which require the training.

B. Types of Records Maintained. If a document is required to be prepared under these regulations, it must be maintained.

1. Records relating to the collection process include:

   a. Collection log books
   b. Documents related to the random selection process
   c. Calibration documentation for EBTs
   d. Documentation of BAT training
   e. Documentation of reasonable suspicion testing
   f. Documentation of reasoning for post-accident testing
   g. Documentation verifying a medical explanation for the inability to provide adequate breath or urine for testing
   h. Consolidated annual calendar year summaries required by 49 CFR 382.403

2. Records relating to employee's test results including:

   a. Employer's copy of alcohol test form including results of test
   b. Employer's copy of drug test chain of custody and control form
   c. Documents sent from MRO to employer
   d. Documents relating to refusal to test
   e. Documents presented by an employee to dispute the result of an alcohol or drug test
   f. Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that were obtained by the employer:

      i. In connection with the exception in 49 CFR 382.301, and
      ii. As required by 49 CFR 382.413.

3. Records related to other violations of DOT/FHWA/FTA

4. Records related to evaluations as follows:

   a. SAP determination of employee's need for assistance
   b. Records concerning employee's compliance with SAP recommendations

5. Records related to education and training as follows:

   a. Materials on awareness for alcohol misuse and controlled substance use including a copy of employer's policy

b. Documentation of compliance with the requirements of 382.601 including employee's signed receipt of education materials and policy
c. Documentation of supervisor training for alcohol and drug testing based on reasonable suspicion
d. Certification of training for breath alcohol technicians as required by 49 CFR 40.213(a)
e. Certification that any training conducted under 49 CFR 40 and 382 complies with the requirements for such training

6. Records relating to alcohol and drug testing as follows:

a. Agreements with collection site, laboratory, and MRO
b. Names and positions of officials and role in employer's testing program(s)
c. Semi-annual laboratory statistical summaries of urinalysis required by 49 CFR 40.111(a)
d. Employer's alcohol and drug testing policy and procedures
e. Location of all records

C. Reporting for Management Information System (49 CFR 382.403)

1. When requested by the Federal Motor Carrier Safety Administration during the month of January, annual summaries of alcohol and drug testing results shall be completed for the calendar year just ended, by March 15 of the following year using the Management Information System (MIS) form and instructions as required by 49 CFR part 40 (at 40.26 and appendix H to part 40) or the electronic version of the MIS form provided by the DOT. The annual summary shall include the following:

a. The number of drivers subject to Part 382
b. Drivers subject to testing under alcohol or drug use rules of more than one DOT agency, identified by agency
c. Number of urine specimens collected by type (random, pre-employment, follow-up, etc.)
d. Number of positive verified by MRO by type of test
e. Number of negative verified by MRO by type of test
f. Number of drivers denied position following pre-employment positive drug or alcohol test of 0.04 or greater
g. Number of drivers with tests verified positive by MRO for multiple drugs
h. Number of drivers who refused to take alcohol and/or drug test
i. Number of supervisors receiving alcohol reasonable suspicion training
j. Number of supervisors receiving controlled substance reasonable suspicion training

k. Number of screening alcohol tests by type of test
l. Number of confirmation alcohol tests by type of test
m. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test
n. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test
o. Number of drivers in this reporting period who were returned to duty (having complied with SAP recommendations) who previously: 1) had a verified positive drug test result, or 2) engaged in prohibited alcohol misuse
p. Number of drivers administered a drug and alcohol test at the same time with a verified positive drug test and an alcohol concentration of 0.04 or greater

2. Each employee shall be identified who is subject to more than one DOT/FTA agency alcohol or drug rule. The identification will be by the total number of covered functions. Prior to testing, the employer shall identify which DOT/FTA agency under which the employee performs more than 50% of his or her duties. and test result information shall be directed to the appropriate DOT agency. (49 CFR 655.45(j))

APPENDIX XIII

LEVELS OF CONTROLLED SUBSTANCES (DRUGS)
CONSIDERED TO BE POSITIVE

Positive levels for prohibited drugs:

Drug and/or Metabolite	Initial Level	Confirmation Level
Marijuana	50 n/ml	15 n/ml
Cocaine	300 n/ml	150 n/ml
Opiates (morphine and/or codeine)	300 n/ml	300 n/ml
Phencyclidine (PCP)	25 n/ml	25 n/ml
Amphetamines and/or Methamphetamines	1000 n/ml	500 n/ml

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-152 AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK MANAGEMENT ASSOCIATION - PUBLIC SAFETY (TMAPS) COVERING THE PERIOD NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013	**RESOLUTION NO. 2013-**

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

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by continuing to make their individual and collective contribution toward reducing the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-152 and adopt the attached Memorandum of Understanding covering the period November 1, 2012 through October 31, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF TURLOCK

AND

TURLOCK MANAGEMENT ASSOCIATION – PUBLIC SAFETY

~~July 16, 2011 – July 15, 2012~~November 1, 2012 – October 31, 2013

TABLE OF CONTENTS

Formatted: Font: (Default) Arial

PREAMBLE 1

2:00 MANAGEMENT RIGHTS 2
- 2:01 General Terms 2
- 2:02 Medical Examination: 3

3:00 ASSOCIATION BARGAINING 4
- 3:01 Representative Time Off 4

4:00 ASSOCIATION MEMBERSHIP 4
- 4:01 General Recognition 4
- 4:02 Payroll Deduction of Dues 5

7:00 BULLETIN BOARDS 6
- 10:01 Cost of Living 6
- 10:02 Fair Labor Standards Act 6
- 10:03 Out of Class Pay 6
- 10:04 Professional Certification: Medical Technician 7
- 10:05 Safety Certification 7
- 10:06 Professional Development 7
- 10:07 Management Leave 8
- 10:08 Assigned Vehicles 8

11:00 RETIREMENT 8
- 11:01 Retirement Program 8
- 11:02 Retiree Health Benefits 10
- 11:03 Retiree Health: Funding 10
- 11:04 Retiree Health: Eligibility 11
- 11:05 Conversion of Sick Leave Towards Retiree Health Premiums 12
- 11:06 Deferred Compensation 12

12:00 RETIREE HEALTH SAVINGS (RHS) VANTAGE CARE PLAN 14

13:00 MEDICAL PLAN: Health Benefits 14

14:00 LIFE INSURANCE 16

15:00 DONATION OF ACCRUED TIME 16

16:00 LONG TERM DISABILITY 16

17:00 UNIFORM ALLOWANCE 16
- 17:01 Fire Employees 16
- 17:02 Police Employees 17

18:00 DISABILITY RETIREMENT 17

19:00 INTENTIONALLY LEFT BLANK 17

20:00 COMPUTER LOAN PROGRAM 17
21:00 INTENTIONALLY LEFT BLANK 17
22:00 JURY DUTY 18
23:00 INTENTIONALLY LEFT BLANK 18
24:00 INTENTIONALLY LEFT BLANK 18
25:00 VACATION 18
25:01 Method of Accrual: Sworn Police 18
25:02 Maximum Vacation Accumulation 19
25:03 Required Annual Vacation 19
25:03 Sell Back 19
26:00 SICK LEAVE 19
26:01 Unused Sick Leave 20
26:02 Family Illness 20
27:00 HOLIDAYS 20
28:00 MISCELLANEOUS LEAVES OF ABSENCE 21
28:01 Absence Without Leave 22
28:02 Reinstatement After Discharge 22
28:03 Injury Leave: Work Related Injury 22
28:04 Light Duty Assignments 22
28:05 Bereavement Leave 23
28:06 Special Leave 24
29:00 INTENTIONALLY LEFT BLANK 24
30:00 INTENTIONALLY LEFT BLANK 24
31:00 INTENTIONALLY LEFT BLANK 24
32:00 INTENTIONALLY LEFT BLANK 24
33:00 INTENTIONALLY LEFT BLANK 24
34:00 DRUG FREE WORK PLACE POLICY 24
35:00 NONDISCRIMINATION 24
36:00 INTENTIONALLY LEFT BLANK 24
37:00 PARITY PROVISION 25
ATTACHMENT A SALARY SCHEDULE 1
ATTACHMENT B PERS VALUATION TABLE 1

Formatted: Tab stops: 0.75", Left + 5.5", Left,Leader: ... + Not at 0.5" + 1" + 5.75"

Formatted: Tab stops: 0.5", Left,Leader: ... + 0.75", Left,Leader: ... + Not at 1"

Formatted: Tab stops: Not at 0.5" + 1" + 5.75"

PREAMBLE

Formatted: Left

Formatted: Normal, Left

Formatted: Font: Bold

Formatted: Normal

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

Formatted: Normal, Left

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.

~~THIS AGREEMENT is entered into by and between the CITY OF TURLOCK hereinafter referred to as the Employer or City, and TURLOCK MANAGEMENT ASSOCIATION-PUBLIC SAFETY, hereinafter referred to as the Association, on behalf of all members of said Association. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association; to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.~~

~~MEMORANDUM OF UNDERSTANDING~~

Formatted: Left

Formatted: Heading 1, Left, Tab stops: Not at 0.5" + 1" + 5.75"

~~The City of Turlock and the Association, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the Association agree to recommend for acceptance and approval to its members and the representatives of the City recommend for acceptance and approval to the City Council of the City of Turlock.~~

~~1:00 TERM OF AGREEMENT~~

Formatted: Left

This Memorandum of Understanding, (~~hereinafter~~ "MOU"), shall commence at 12:01 a.m., on ~~be effective from July 16, 2011 through July 15, 2012~~November 1, 2012 and terminate at midnight on October 31, 2013. Any time after April 1, 2013, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU ~~except where otherwise indicated and the parties hereto shall have no obligation to meet and confer on any subject concerning the Association and work conditions of Association members prior to January 31, 2012~~.

~~During the term of this MOU, the parties agree to meet and confer in good faith to incorporate any valid side letter agreements to make modifications to non-economic issues. The parties intend to complete this process on or before December 23, 2011.~~

The terms of the agreement and understanding are as follows:

2:00 MANAGEMENT RIGHTS

Formatted: Heading 1

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

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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:

Formatted: Heading 2

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.

~~16-1.~~ 3. Termination

Formatted: Normal

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

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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 ~~UNION BUSINESS: Conferences~~Representative Time Off

~~3:02 MEET AND CONFER~~

1. For the purposes of this MOU, meet and confer is as defined by state law. ~~Time off for meet and confer sessions shall be granted for two on-duty Association representatives at the expense of the Employer.~~ 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.

~~3:03 REPRESENTATIVE TIME OFF~~

~~1. Two Association representatives shall be granted reasonable paid release time for meet and confer. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.~~

~~2.~~ 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

Formatted: Tab stops: Not at 1"

Formatted: Font: (Default) Times New Roman, Not Expanded by / Condensed by

Formatted: No bullets or numbering, Hyphenate, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Formatted: Heading 1

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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,
3. ~~Police Support Operations Division Manager,~~
4. Fire Division Chief,
5. Fire Marshall, and
6. Parks, Recreation & Public Facilities Manager. ~~Fire Analyst.~~

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Underline, Font color: Custom Color(RGB(54,95,145))

Formatted: Strikethrough

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.

Formatted: Heading 1

~~4:03 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~~

Formatted: Underline, Font color: Red

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,

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

8:00 INTENTIONALLY LEFT BLANK

9:00 INTENTIONALLY LEFT BLANK

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~~" attached hereto~~.

10:01 Cost of Living

There are currently no cost of living increases scheduled.

10:02 Fair Labor Standards Act

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

10:03 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.

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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.

10:04 Professional Certification: Medical Technician

Formatted: Heading 2

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

10:05 Safety Certification

Formatted: Heading 2

After passing a physical fitness exam in October, Sworn Fire employees are eligible to receive a monthly stipend of $100 beginning each October 1st, payment to begin November 5th.

10:06 Professional Development

Formatted: Heading 2

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

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

2. 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 5th.

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

10:07 Management Leave

Formatted: Heading 2

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 "Comp" field. The time must be used by June 30th of the fiscal year

2. Cash out up to forty (40) hours payable on August 5th.

3. Placement in deferred compensation 401 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 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.

10:08 Assigned Vehicles

Formatted: Heading 2

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

11:00 RETIREMENT

11:01 Retirement Program

Formatted: Heading 2

Non-Sworn Fire and Police Management

Formatted: Normal

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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.

During the term of this MOU, 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 dated April 6, 2011. The total 9% PERS contribution shall be deducted as a pretax employee pension expense and shall automatically terminate/sunset on October 31, 2013. Retirement benefits will be based on the highest one year of service. Sick leave accrual may be applied to the service credit. Non-sworn employees are covered by the level three (3) PERS Survivor Benefit.

Formatted: Left, Indent: Left: 0.51", Tab stops: 1.31", Left

Sworn Fire and Police Management

Formatted: Normal

Sworn employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula. The City pays the Employee's nine percent (9%) PERS contribution as well as the Employer's contribution. During the term of this MOU, sworn police management will pay the employee's 9% PERS contribution and sworn fire management will pay 9% of the employer's PERS contribution designated as unfunded liability (UL) and attributable to the amendment to the PERS contract dated July 1, 2004 on the attached valuation dated April 5, 2011. (See Attachment B). If, during the term of this MOU, there is a change in the law that does not allow the employer to pay the employee's contribution to PERS, the 9% sworn fire management employees are paying as an employer contribution shall be automatically converted to the employee's 9% contribution. In addition, if there is a change in the law that impacts the EPMC benefit set forth in Section 17-1.02, the Parties agree to meet and confer regarding the impacts of the change in the law and to explore ways to maintain the value of the EPMC benefit for employees. Retirement benefits are based on the highest one-year of service. Sick leave accrual may be applied to service credit. 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

Formatted: Indent: Left: 0"

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

The City of Turlock agrees to provide Employer Paid Member Contributions (EPMC) for all Fire Safety Members including non-management and management classifications in accordance with Council resolution numbers 2007-289 and 2007-298, respectively. The City of Turlock will not provide EPMC to new employees, as defined by AB 340, hired on or after January 1, 2013.

11:021 Retiree Health ~~: Definition~~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.

11:032 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.

~~The monthly premium contribution from the retiree health fund is based on a formula that is defined in the "Management/Confidential Retiree Health Insurance Offset" plan that is indexed annually based on the CPI for inflationary adjustment. The maximum benefit is calculated utilizing twenty-five (25) years of service. Once the retiree initiates the payment of benefits under this program, the monthly benefit allowance will be calculated based on dividing the number of months remaining until the retiree turns age sixty-five (65) into the maximum benefit allowance.~~

~~The plan is subject to amendment by an adopted actuarial analysis.~~

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

Formatted: Normal

Formatted: Heading 2

Formatted: Heading 2

Comment [O1]: Per D. Lewis delete

Comment [O2]: Per D. Lewis delete

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

contribution of two and one-half percent (2½%) that the City previously contributed to the retiree health fund would, instead, ~~would~~ be made to each employee's ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Savings (RHS) Vantage Care Plan. ~~The total contribution by City to the employee's Vantage Care Retiree Health Savings Plan will be three percent (3%).~~The total contribution by City to the employee's Retiree Health Savings (RHS) Vantage Care Plan will be three percent (3%).

11:0~~43~~ Retiree Health: Eligibility

Formatted: Heading 2

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.

~~The retiree health premium offset is provided to employees who have retired from the City of Turlock with a minimum of fifteen (15) years of service as a management employee.~~

Benefits under this program are not transferable.

~~Benefits may be used to pay for spousal coverage when the retiree is insured through the same plan as their spouse prior to age sixty-five (65) or Medicare eligibility. If monies remain on account after the retiree becomes Medicare eligible or reaches age sixty-five (65), they may only be used toward paying premiums for Medicare supplemental coverage or an alternate plan for the retiree only.~~

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

~~Retirees are eligible to receive the offset amount in effect at the time of their retirement. They 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.~~

Comment [03]: Per D. Lewis delete

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

Formatted: Indent: First line: 0.5"

~~Employees, who retire and meet the eligibility requirements, are eligible for the premium offset that was in effect at the date of their retirement. This premium offset amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The offset premium amount will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the retiree. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

~~Employees may be eligible to receive Retiree Health Benefits from either T.A.P.O. or Turlock Firefighters Local #2434, according to their respective policy~~

Formatted: Indent: First line: 0.5"

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

~~guidelines. If employees do not meet these guidelines, eligibility would default to Management Retiree Health Benefits, as stated in this policy.~~

Comment [04]: Per D. Lewis delete

11:054 Conversion of Sick Leave Towards Retiree Health Premiums

Employees retiring from City service will convert sick leave at a rate of fifty _____percent (50%) of its value toward payment of medical insurance. ~~This amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The offset premium amount will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the retiree. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

Comment [05]: Per D. Lewis delete

~~When an employee reaches age sixty-five (65) and/or is Medicare eligible and has a credit balance in their sick leave conversion account, fifty percent (50%) of the remaining balance will be cashed out or may be used to pay the spouse's premium for the City sponsored health plan, as available to them under C.O.B.R.A., for a maximum of three (3) years.~~

Comment [06]: Per D. Lewis delete

11:065 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 ~~this~~ 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.

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

~~11:06 Non-Sworn Fire and Police Management~~

~~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.~~

~~During the term of this MOU, 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 dated April 6, 2011. The total 9% PERS contribution shall be deducted as a pretax employee pension expense. Retirement benefits will be based on the highest one year of service. Sick leave accrual may be applied to the service credit. Non sworn employees are covered by the level three (3) PERS Survivor Benefit.~~

~~11:07 Sworn Fire and Police Management~~

Formatted: Heading 2

~~Sworn employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula. The City pays the Employee's nine percent (9%) PERS contribution as well as the Employer's contribution. During the term of this MOU, sworn police management will pay the employee's 9% PERS contribution and sworn fire management will pay 9% of the employer's PERS contribution designated as unfunded liability (UL) and attributable to the amendment to the PERS contract dated July 1, 2004 on the attached valuation dated April 5, 2011. If, during the term of this MOU, there is a change in the law that does not allow the employer to pay the employee's contribution to PERS, the 9% sworn fire management employees are paying as an employer contribution shall be automatically converted to the employee's 9% contribution. In addition, if there is a change in the law that impacts the EPMC benefit set forth in Section 17.1.02, the Parties agree to meet and confer regarding the impacts of the change in the law and to explore ways to maintain the value of the EPMC benefit for employees. Retirement benefits are based on the highest one year of service. Sick leave accrual may be applied to service credit. Sworn employees are covered by the level four (4) PERS Survivor Benefit.~~

~~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.~~

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

~~11:08 Fire Safety Members and Fire Management~~

~~The City of Turlock agrees to provide Employer Paid Member Contributions (EPMC) for all Fire Safety Members including non-management and management classifications in accordance with Council resolution numbers 2007-289 and 2007-298, respectively.~~

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

The City will make an employer contribution of ~~three percent~~one half (~~3~~1/2%) of employee's base salary to each employee's ~~Vantage Care~~ 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 ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Savings (RHS) Vantage Care Plan. This amount will be converted during the July 20th payroll.

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

13:00 MEDICAL PLAN: Health Benefits

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and ~~dependants~~dependents through a self-funded plan or a fully

Formatted: Heading 1

Formatted: Heading 1

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement.

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

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

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

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

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.

- Election to receive in-lieu contribution can only occur during open enrollment period each June.

- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.

- Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

    a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation;
    or
    b. during regular open enrollment period.

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

~~The parties agree to the modification of the health care plan as recommended by the union bargaining representatives set forth in Attachment C.~~

Comment [O7]: deleted by JDhami

14:00 LIFE INSURANCE

Formatted: Heading 1

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~~NG~~ TIME

Formatted: Heading 1

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

Formatted: Heading 1

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: ~~Fire Employees~~

Formatted: Heading 1

17:01 Fire Employees

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

17:02 ~~Uniform Allowance:~~Police Employees

Formatted: Heading 2

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

18:00 DISABILITY RETIREMENT

Formatted: Heading 1

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

Formatted: Heading 1, Left, Tab stops: Not at 0.5" + 1" + 5.75"

20:00 COMPUTER LOAN PROGRAM

Formatted: Heading 1

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. 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

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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:

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

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

25:01 Method of Accrual: Sworn Police

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

Hours Per Month

Formatted: Heading 1

Formatted: Indent: First line: 0.5"

Formatted: Heading 1, Left, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Heading 1

Formatted: Indent: First line: 0.5"

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

25:02 Maximum Vacation Accumulation

Formatted: Heading 2

Maximum accumulation will be four hundred (400) hours.

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

Formatted: Font: 12 pt, Not Bold

Comment [SE8]: Old language, Delete?

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Bold

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.

25:03 Sell Back

Formatted: Heading 2

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

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

26:00 SICK LEAVE

Formatted: Heading 1

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.

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

26:01 Unused Sick Leave

Formatted: Heading 2

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

26:02 Family Illness

Formatted: Heading 2

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

Formatted: Heading 1

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 wit their supervisor to insure balanced staffing levels.
6. New Year's Day (January 1)

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

7. Martin Luther King Day (Third Monday in January)
8. President's Day
9. Memorial Day (Last Monday in May)
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays – On July 1 of each year, sixteen (16) hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.

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

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

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

In exchange for the employee concessions for fiscal year ~~2011/12, July 16, 2011 through July 15, 2012~~2012/13, employees will receive 56 hours of in lieu time off. For all non-essential classifications, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

November 19th, 20th, and 21st 2012~~21st, 22nd, and 23rd 2011~~
December 24th, 26th, 27th, 28th 2012~~27th, 28th, 29th and 30th 2011~~

For all essential classifications as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November ~~20th~~-19th and 32 hours on December ~~19th~~-24th to be taken before ~~December 31, 2012~~October 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value. Employees will use December 31 as their floater holiday.

28:00 MISCELLANEOUS LEAVES OF ABSENCE

Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Heading 1
Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"
Field Code Changed

28:01 ~~Attendance:~~ 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.

Formatted: Heading 2

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.

Formatted: Heading 2

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.

Formatted: Heading 2

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:

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

Formatted: Heading 2

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

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

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

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

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

Spouse -	not to exceed (6) six 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

Formatted: Heading 2

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

Formatted: Heading 1, Left, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

30:00 INTENTIONALLY LEFT BLANK

31:00 INTENTIONALLY LEFT BLANK

32:00 INTENTIONALLY LEFT BLANK

33:00 INTENTIONALLY LEFT BLANK

Comment [O9]:

Comment [O10R9]: Per P.Norton these sections are intentionally left blank.

34:00 DRUG FREE WORK PLACE POLICY

Formatted: Heading 1

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

35:00 NONDISCRIMINATION

Formatted: Heading 1

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, martial status, national origin, sex, age, political affiliation or belief or sexual orientation.

36:00 INTENTIONALLY LEFT BLANK

Formatted: Heading 1

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

37:00 PARITY PROVISION

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

~~SIGNATURE PAGE FOLLOWS~~

Formatted: Font: (Default) Times New Roman

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

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

Brian White Date Signed

Ronald Reid Date Signed

CITY OF TURLOCK

Roy W. Wasden, City Manager Date Signed

Sarah Eddy, Human Resources Manager Date Signed

APPROVED AS TO FORM

Phaedra Norton, City Attorney Date Signed

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Indent: Left: 0.5", First line: 0"

Formatted: Font: Not Bold, Underline

Formatted: Font: (Default) Times New Roman

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

~~Turlock Management Association-Public Safety~~

~~By:~~ _____
~~Brian White~~

~~Date:~~ _____

~~By:~~ _____
~~Ronald Reid~~

~~Date:~~ _____

~~City of Turlock~~

~~By:~~ _____
~~Roy W. Wasden, City Manager~~

~~Date:~~ _____

~~By:~~ _____
~~Phaedra Norton, City Attorney~~

~~Date:~~ _____

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Heading 3, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Field Code Changed

ATTACHMENT A SALARY SCHEDULE

Effective November 1, 20132

Sworn

Job Title	~~Step 1~~Range	Step ~~1~~Step 2	Step ~~2~~Step 3	Step ~~3~~Step 4	Step ~~4~~Step 5	Step 5
~~Police Captain~~						
Police Lieutenant	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
~~Police Support Operations Division Manager~~						
Fire Division Chief	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
Fire Marshal~~l~~	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00
~~Parks, Recreation & Public Facilities Manager~~						
Police Captain	36.1	8,471.00	8,894.00	9,339.00	9,807.00	10,297.00

~~Non Sworn~~Non-Sworn

Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Parks, Recreation & Public Facilities Manager	34.1	7,684.00	8,068.00	8,471.00	8,894.00	9,339.00

All Salaries shown in US dollars per month~~.~~

Formatted: Normal, Left
Formatted: No underline
Formatted: No underline
Formatted: No underline
Formatted: Normal, Left
Formatted: Font: Bold
Formatted Table
Formatted: Normal, Left
Formatted: Normal, Left
Formatted: Font: 9 pt
Formatted: Font: 9 pt
Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"
Formatted: Font: 9 pt
Formatted: Font: 9 pt
Formatted: Font: 9 pt

Attachment TTACHMENT AB RETIREE HEALTH SAVING (RHS) VANTAGE CARE PLAN

VANTAGE CARE PROPOSAL

City of Turlock

Plan #800508801426 TMAPS, Miscellaneous Plan

- Sick Leave Conversion on Retirement:
  Upon retirement, resignation or death, employees will convert all accrued sick leave as a contribution to their RHS Vantage Care Plan at a conversion rate of 50% after their PERS Service Credit conversion.

- Vacation Conversion on Retirement:
  Upon retirement or resignation, employees with 200 hours or more of vacation will convert all hours in excess of 100 hours of unused vacation as a contribution to their Health Savings Vantage Care Plan at 100% of the value.

- Annual Sick Leave Conversion:
  On November 1 of each year, employees with a sick leave balance of 200 or more hours, after sick leave sell back if eligible, will convert 20 hours of sick leave to each employee's RHS Vantage Care Plan.

- Salary Contribution:
  Employees shall contribute one-half percent (½) of their gross salary each pay period to their RHS Vantage Care Plan.

- Plan Amendment:
  Future amendments of the TCEA RHS Vantage Care Plan shall require a simple majority vote of all ballots cast.

- Employees will convert after vacation sell back 10 hours to Vantage Care if their balance is 100 hours or greater.

- At retirement employees who have 350 or more hours of vacation, will convert 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 50% after their PERS Service Credit conversion.

Formatted: Font color: Black
Formatted: Font color: Black
Formatted: Font color: Black
Formatted: No underline, Font color: Black
Formatted: Centered, Space Before: 0 pt, After: 0 pt
Formatted: Font: (Default) Times New Roman, Font color: Black
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, Font color: Black
Formatted: Font: (Default) Times New Roman, 12 pt
Formatted: Font: (Default) Times New Roman, Font color: Black
Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Black
Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Formatted: Font: (Default) Times New Roman
Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Formatted: Font: 9 pt
Formatted: Font: 9 pt
Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"
Formatted: Font: 9 pt
Formatted: Font: 9 pt
Formatted: Font: 9 pt

Formatted: Font: 9 pt

Formatted: Font: 9 pt

Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"

Formatted: Font: 9 pt

Formatted: Font: 9 pt

Formatted: Font: 9 pt

ATTACHMENT CB 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 2

Formatted: Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Formatted: No underline
Formatted: Heading 1, Centered, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
Formatted: No underline
Formatted: Font: 9 pt
Formatted: Font: 9 pt
Formatted: Left, Hyphenate, Tab stops: Not at 0" + 3.75" + 6.44"
Formatted: Font: 9 pt
Formatted: Font: 9 pt

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-155 AND ADOPTING A SCHEDULE OF BENEFITS FOR CONFIDENTIAL EMPLOYEES OF THE CITY OF TURLOCK COVERING THE COVERING THE PERIOD NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013	**RESOLUTION NO. 2013-**

WHEREAS, staff and employees of the unrepresented Confidential group met and agreed upon the terms of the Schedule of Benefits as outlined in the attached (see Exhibit A); and

WHEREAS, the unrepresented Confidential employees have agreed to partner with the City of Turlock by continuing to make their individual and collective contribution toward reducing the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-155 and adopt the attached Schedule of Benefits covering the period November 1, 2012 through October 31, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SCHEDULE

OF

BENEFIT PLANS AND POLICIES

BETWEEN

THE CITY OF TURLOCK

AND

CONFIDENTIAL EMPLOYEES

~~JULY 16, 2011 - JULY 15, 2012~~NOVEMBER 1, 2012 – OCTOBER 31, 2013

Table of contents

ATTEST: i

1:00 SALARIES/SPECIAL PAYS 1

1:01 COST OF LIVING: NONE 1

1:02 CONFIDENTIAL PAY: 5% 1

1:03 BILINGUAL INCENTIVE PAY 1

1:04 ASSOCIATE DEGREE INCENTIVE PAY 2

1:05 BACHELOR DEGREE INCENTIVE PAY 2

1:06 OUT OF CLASS PAY 2

1:07 PROFESSIONAL DEVELOPMENT PROGRAM 3

2:00 DEFERRED COMPENSATION 3

3:00 RETIREMENT 4

4:00 MEDICAL PLAN 5

) Health Benefits 5

b) Deferred Compensation In-Lieu Program 5

5:00 RETIREE HEALTH 6

6:00 LONG TERM DISABILITY 9

7:00 TERM LIFE INSURANCE 9

8:00 ALTERNATIVE WORK SCHEDULES 9

9:00 VACATION/COMPENSATORY TIME 9

10:00 SICK LEAVE 11

11:00 HOLIDAYS 13

12:00 LEAVE OF ABSENCE 15

a) Jury Duty 15
b) Injury Leave – Work Related 15
c) Bereavement Leave 15
d) Light Duty Assignments 16
e) Disability Retirement 17

13:00 COMPUTER LOAN PROGRAM 17

14:00 MEDICAL EXAMINATION 17

15:00 DRUG FREE WORK PLACE POLICY 18

16:00 PERSONNEL RULES 18

17:00 DISCRIMINATION 18

Attachment A Pers Valuation 20

The term of this Schedule of Benefits is ~~July 16, 2011 through July 15, 2012~~November 1, 2012 through October 31, 2013.

1:00 SALARIES/SPECIAL PAYS

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

~~a)~~1:01 COST OF LIVING: NONE

~~b)~~1:02 CONFIDENTIAL PAY: 5%

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

~~12:00~~1:03 BILINGUAL INCENTIVE PAY

a) The City agrees to pay a premium of two and one-half percent (2.5%) of base 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.

b) Bilingual assignments shall be recommended by the Service Area 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.

c) The Service Area 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.

d) Employees who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Use of bilingual skills that are incidental to primary job assignments will not warrant bilingual pay.

e) Individuals not selected to earn bilingual pay may submit documented translation service records covering a period of time not less than three (3)

Formatted: Heading 1, No bullets or numbering
Formatted: Bullets and Numbering
Formatted: Heading 1, Left, No bullets or numbering, Tab stops: Not at 1.5"
Formatted: Bullets and Numbering
Formatted: Indent: Left: 1.5", No bullets or numbering
Formatted: Bullets and Numbering

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.

f) Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.

~~13:00~~1:04 ASSOCIATE DEGREE INCENTIVE PAY

Employees who possess an Associate's Degree from an accredited college or university shall receive an additional $50.00 per month, as long as the degree or its equivalent is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Pay in conjunction with the Bachelor Degree Incentive Pay or vice versa.

~~14:00~~1:05 BACHELOR DEGREE INCENTIVE PAY

Employees who possess a Bachelor's Degree from an accredited college or university shall receive an additional $100.00 per month, as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Bachelor's Degree Incentive Pay in conjunction with the Associate Degree Incentive Pay or vice versa.

~~15:00~~1:06 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.

a) 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.

b) 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.

~~16:00~~1:07 PROFESSIONAL DEVELOPMENT PROGRAM

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

a) With proof provided to City, Employee may be reimbursed up to $500 for:

1) taking college courses; and/or
2) attending seminars; and/or
3) attending non-covered job-related conferences; and/or
4) purchasing job-related subscriptions or books; and/or
5) purchasing personal computer hardware/software.

b) Confidential employees may cash out this annual allowance at the end of each fiscal year at $100 less than the established annual allowance ($400). This check will be available on June 5th.

Employees are eligible after they have passed a one (1) year probation period. This program was implemented March 1, 2006 for FY 2005-06.

2:00 DEFERRED COMPENSATION

a) A one-time choice to participate in the City's 401 deferred compensation program must be made at date of hire or date of designation as "Confidential" status. The City agrees to match the employee's contribution to the City's 401 deferred compensation program as follows:

Employer contribution: One-half percent (½%) of base salary for each pay period, provided that the employee contributes this percentage.

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

Employee contribution: Three and one-half percent (3½%). A change in employee contributions requires a unanimous vote.

3:00 RETIREMENT

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.~~

~~During the term of this MOU, July 16, 2011 through July 15, 2012,~~ Tthe employee will pay the employee's 8% PERS contribution.

In addition ~~from July 16, 2011 through July 15, 2012~~, 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 dated April 6, 2011. ~~(See Attachment A).~~ The total 9% PERS contribution shall be deducted as a pretax employee pension expense. ~~(See Attachment B)~~

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.

Employees are covered by the Level 3 PERS Survivor Benefit.

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. 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.

~~a) 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 for all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.~~

4:00 MEDICAL PLAN

a) Health Benefits

The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependants through a self-funded plan or a stand-alone insurance plan.

The City agrees to pay the monthly premium for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for a City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement effective 7/1/07.

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

1) The plan imposes exorbitant costs upon the City.
2) The health care carrier refuses to provide services to the City.
3) The health care provider no longer offers the services; or
4) The health plan is discontinued.

If the City discontinues the use of the current provider network, they will seek an alternate provider network with a similar range of services and contracted providers.

The parties agree to the modification of the health care plan as recommended by the bargaining representatives set forth in Attachment E.

b) Deferred Compensation In-Lieu Program

Employees who are covered by an alternate health insurance provider through spousal coverage, acceptable to the City, shall have the option to participate in the City's deferred compensation in-lieu program as established and administered by the City during the open enrollment period.

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

- Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance

carrier through their spouse's employer acceptable to the City.

- Election to receive in-lieu contribution can only occur during open enrollment period each June.
- Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or

2) during regular open enrollment period.

c~~C~~) Re-enrollment

Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

1) loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation, or

2) during regular open enrollment period.

Employees will not receive deferred compensation payments during the waiting period.

5:00 RETIREE HEALTH

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

Formatted: Indent: Left: 0"

The City offers retirees City sponsored health, dental and vision coverage plans. Premium payments will be the responsibility of the retired employee. Retirees must make their election to continue City sponsored medical/dental/vision within thirty (30) days of the date of retirement.

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

a) City Contribution to Retiree Health Fund

The City contributes two and one-half percent (2½%) of base salary of members of the bargaining unit to the retiree health fund.— On July 1, 2011, the City and Confidential group agreed that the City would terminate contributions to the Retiree Health Fund. The City and Confidential group 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 Vantage Care Retiree Health Savings Plan. The total contribution by the City to the employee's Vantage Care Retiree Health Savings Plan will be two and one-half percent (2½%).

Formatted: Font: Bold, Font color: Custom Color(RGB(118,146,60))

b) Retiree Health Plan ~~& Premium Offset Eligibility~~

~~The City agrees to offer retirees group health, dental, and vision coverage contracted by the City. The retired employee is responsible to pay the premium costs of elected coverage.~~

~~2. Premiums will be reviewed for rate adjustments once every twelve months with the plan renewal effective July 1st of each year.~~ Retirees will receive a 15 day notice of premium rate changes.

~~Retirees will receive a fifteen (15) day notification of rate changes. Employees, who retire and meet the eligibility requirements, are eligible for the premium offset that was in effect at the date of their retirement. This premium offset amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The offset premium amount will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the retiree. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

Requirements

1) ~~Ten (10) to f~~ Fifteen (15) years of service ~~as a confidential employee (see below)~~ with the City of Turlock.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

2) Must retire from City of Turlock.

3) Employees may retain City offered insurance until age sixty-five (65) or Medicare eligibility or can secure alternate insurance coverage as an individual or ~~-~~ become eligible to participate in another group plan in the role of an employee; whichever comes first. If a retiree elects to leave City insurance, he/she cannot re-enroll in City-sponsored plans.

~~4) Premium offsets provided through retiree health insurance funds cannot exceed cost of insurance.~~

Formatted: Indent: Left: 0", First line: 0"

~~5) Benefits under this program are not transferable. Benefits may be used to pay for spousal coverage when the retiree is insured through the same plan as their spouse prior to age sixty-five (65) or Medicare eligibility. If monies remain on account after the retiree becomes Medicare eligible or reaches age 65, they may only be used toward paying premiums for Medicare supplemental coverage or an alternate plan for the retiree only.~~

~~6~~4) Benefits under this program are not transferable.

5) Retiree must be fifty (50) years of age to participate in the program. ~~Retirees are eligible to receive the offset amount in effect at the time of their retirement.~~ They 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. ~~. There is no cash value to the balance of monies remaining in the account if the employee no longer needs medical premium offset. The monthly premium contribution from the retiree health fund is based on a formula that is defined in the "Management/Confidential Retiree Health Insurance Offset" plan that is indexed annually based on the CPI for inflationary adjustment. The maximum benefit is calculated utilizing twenty-five (25) years of service. Once the retiree initiates the payment of benefits under this program, the monthly benefit allowance will be calculated based on dividing the number of months remaining until the retiree turns age sixty-five (65) into the maximum benefit allowance. The plan is subject to amendment by an adopted actuarial analysis. This modification allows people who enter service with the City of Turlock at a later age to receive some benefit from the program. By discounting the benefit with lesser years of service (10-14) the program still encourages longevity in employment with the City of Turlock. 7) City administration agrees to study modifying the Retiree Medical Plan to allow transfers of years of service between bargaining units. *Per Diana Roy would like the language highlighted in green moved into the Personnel Rules and Regs.~~

Formatted: Indent: Left: 1.25"

Formatted: Not Highlight

Formatted: Body Text 3, Left, Indent: Left: 1.25", First line: 0", No widow/orphan control, Tab stops: 1.25", Left + Not at 1.5"

Formatted: Indent: Left: 1.25"

c) Vantage Care Retiree Health Care Plan

The City will make an employer contribution of one-half (½%) of base salary of members of the bargaining unit to each employee's Vantage Care Retiree Health Savings Plan. (See Attachment A)

On November 1 of each year, employees having at least four (4) years of continuous employment with the City will convert ten (10) hours of earned, unused sick leave during the previous twelve (12) month period to the Vantage Care plan. (See Attachment A)

6:00 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 after completing one (1) year of employment with the City. The waiting period for benefits shall be sixty (60) days.

The long term disability benefit pays sixty-six and two-thirds percent (66⅔%) of monthly salary, not to exceed $5,000 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.)

7:00 TERM 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 (1½) times the annual base salary, plus $5,000, not to exceed $500,000.

~~2~~8:00 ALTERNATIVE WORK SCHEDULES

Members may request alternative work schedules such as 9/80 or 4/10 but granting such request is at the discretion of the department head.

9:00 VACATION/COMPENSATORY TIME

a) Method of Accrual

The vacation accrual shall be as follows:

Years Completed	Hours Per Month	Days
0	6.67	10
3	10.00	15
5	10.67	16
6	11.33	17
7	12.00	18
8	12.67	19
10	13.33	20

15	14.00	21
20	14.67	22

"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. Such hours will not be subject to the maximum vacation accrual, if used within six (6) months.

b) Maximum Vacation Accumulation~~rued~~

Years of Service	Maximum Accumulation
1-7 Years	350 hours
8+ Years	380 hours

The maximum accumulation was allowed to ~~may~~ be exceeded during the term of the previous~~is~~ Schedule of Benefits, July 16, 2011 through July 15, 2012; however, by December 31, 2012, all employees must be at or below the maximum accumulation of 350 for 1-7 years of service and 380 for 8 + years of service.

A manual override of vacation accrual limitation will be permitted when an employee's approved vacation of forty hours (40) or more was canceled by the City.

Employees will provide a written request for vacation at least two (2) weeks in advance and the City shall respond in writing within five (5) working days after the request is submitted. Once granted, vacations can be canceled only in case of emergency.

c) 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. Employees with more than ten (10) years of service shall be required to use eighty (80) hours of vacation, including the aforementioned forty (40) hour block usage each fiscal year. Probationary employees, during their initial probationary period, shall be exempt from this provision.

d) Sell Back

No later than June 20th of each year, an employee has the option to return up to forty (40) hours of accumulated vacation time to the City for its then current value, based on the employee's monthly base salary, provided said

employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

~~During the period July 16, 2011 through July 15, 2012, employees will not be allowed to sell back accrued vacation time. This paragraph regarding converting vacation time to Vantage Care will not be affected by this language.~~

e) 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.

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.

f) Compensatory Time

Members are granted sixteen (16) hours of compensatory time as follows:

1) Beginning July 1, 2006 and every July 1 thereafter, sixteen (16) hours of compensatory time for each employee shall be placed into an account.
2) The compensatory time must be used within the fiscal year and does not accumulate on a year-to-year basis.
3) An employee who leaves City employment with unused hours in the account shall be paid for the unused hours.

10:00 SICK LEAVE

Employees shall accrue paid sick leave 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 a benefit, which an employee may use for actual sickness or disability.

An employee, unless incapacitated, absent because of illness or injury shall notify

their supervisor prior to the time set for beginning the work shift. If an employee is absent for more than three (3) consecutive days due to illness, the employee is required to provide a doctor's certificate to the departmental supervisor indicating that employee was medically excused from work (including a date to return to work).

The Department Director may require a doctor's excuse, with prior notice, for absences of less than three (3) consecutive days when employees have exhibited excessive use of sick leave when compared to other departmental employees or have exhibited a pattern of sick leave abuse (e.g. Fridays or Mondays).

a) Family Illness

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.

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 or designee has the sole authority to make the decision when an employee may utilize this benefit.

b) Immediate Family

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

c) Unused Sick Leave

On November 1 of each year, employees 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 years, retires or dies while in City service., ~~the employee or the employee's beneficiary~~ will ~~receive payment in accordance with Attachment A~~ shall ~~be paid based upon their base salary for twenty-five percent (25%) of the employee's total accumulated unused sick leave.~~ Employees terminated for cause shall not be eligible for any sick leave payments.

~~During the period July 16, 2011 through July 15, 2012, employees will not be allowed to sell back accrued sick leave.~~

d) Conversion of Sick Leave Towards Retiree Health Premiums

Employees retiring from City service may convert sick leave at a rate of fifty percent (50%) of its value based upon the base rate of pay at the time of retirement toward payment of medical insurance. ~~This amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The contribution from the sick leave conversion account will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the employee. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

~~When an employee reaches age sixty-five (65) and/or is Medicare eligible and has a credit balance in their sick leave conversion account, fifty percent (50%) of the remaining balance will be cashed out at their base rate of pay at the time of their retirement or it may be used to pay the spouse's premium for the City sponsored health plan, as available to them under C.O.B.R.A., for a maximum of three (3) years.~~

Formatted: Body Text 3, Left, No widow/orphan control

~~8:00~~11:00 HOLIDAYS

Employees shall have the following City-paid holidays:

a) Veteran's Day (November 11)

b) Thanksgiving Day

c) Day after Thanksgiving

d) Christmas Day (December 25)

e) New Year's Day (January 1)

f) Martin Luther King Day (Third Monday in January)

g) President's Day (Third Monday in February)

h) Memorial Day (Last Monday in May)

i) Independence Day (July 4)

j) Labor Day (First Monday in September)

k) Effective 7/1/03 the City agrees to change Columbus Day to a floating holiday for which eight (8) hours of vacation time will be added each July 1st. The accrual of these hours shall not affect the vacation cap.

l) 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.

m) 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.

n) In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

o) In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

p) 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 observed in subsequent years. The time specified in the declaration will cause the closing of City offices or an equal amount of hours to 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."

q) In exchange for the employee concessions for fiscal year 2012/13, employees will receive 56 hours of in lieu time off. For all non-essential classifications, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

November 19th, 20th, and 21st 2012
December 24th, 26th, 27th, 28th 2012

For all essential classifications as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November 19th and 32 hours on December 24th to be taken before October 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value. Employees will use December 31 as their floater holiday.

~~In exchange for the employee concessions for fiscal year 2011/12, July 16, 2011 through July 15, 2012, employees will receive 56 hours of in lieu time off. For all non-essential classifications, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:~~

~~November 21st, 22nd, and 23rd 2011~~

~~December 27th, 28th, 29th and 30th 2011~~

~~For all essential classifications as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November 20th and 32 hours on December 19th to be taken during the 2011/12 fiscal year before December 31, 2012, with the Department Director approval. In lieu time is "use or lose" with no cash value.~~

~~11~~12:00 LEAVE OF ABSENCE

Special leaves of absence with or without pay, may be approved by the City Manager for up to six 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.

a) Jury Duty

The City shall pay employees their regular base pay when called to jury duty until they are dismissed by the court. 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 from the court shall be deposited with the City.

b) Injury Leave – Work Related

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 accrued time.

c) Bereavement Leave

Employees holding regular appointments in all departments shall be granted Bereavement Leave for the first and second degree of consanguinity based upon the location of the burial of memorial services and the relationship of the deceased to the employee.

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

Spouse-	not to exceed (6) six working days
Mother/Father-	not to exceed (4) four working days
Son/Daughter-	not to exceed (5) five working days

Grandmother/Grandfather-	not to exceed (4) four working days
Granddaughter/Grandson-	not to exceed (4) four working days
Sister/Brother-	not to exceed (4) four working days

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

Spouse-	not to exceed (6) six 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

d) 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 exists:

1) 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.

2) A statement from the physician must estimate 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.

3) 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.

4) 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.

5) The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

e) **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 for all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

~~17~~13:00 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. 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.

~~18~~14:00 MEDICAL EXAMINATION

a) **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.

b) **Costs -** Fees for the examination and for the service of medical specialists or technicians, if required by the City, shall be paid 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.

c) The City Manager shall provide a copy of the physician's written report to the

employee.

d) **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.

~~19~~15:00 DRUG FREE WORK PLACE POLICY

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

~~20~~16:00 PERSONNEL RULES

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 PERSONNEL RESOLUTION adopted 6/11/02 or as outlined in the PERSONNEL ORDINANCE.

~~21~~17:00 DISCRIMINATION

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.

NEGOTIATING TEAM MEMBERS – CONFIDENTIAL

Stacey Tonarelli Date Signed

Audrey Cray Date Signed

CITY OF TURLOCK

Roy Wasden, City Manager Date Signed

Sarah Eddy, Human Resources Manager Date Signed

APPROVED AS TO FORM

Phaedra Norton, City Attorney Date Signed

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", Tab stops: 0.5", Left + Not at 0.87"

Formatted: Indent: First line: 0"

Formatted: Right: 0", Tab stops: Not at 1.38"

Formatted: Centered, Right: 0", Tab stops: Not at 1.38"

Attachment A Pers Valuation

(Correct Footer of Pers Valuation)

Formatted: Heading 1, None, Space Before: 0 pt, After: 0 pt, Don't keep with next, Tab stops: Not at 0.87"

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 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2011-154 AND ADOPTING A SCHEDULE OF BENEFITS FOR UNREPRESENTED MANAGEMENT EMPLOYEES OF THE CITY OF TURLOCK COVERING THE PERIOD NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013	**RESOLUTION NO. 2013-**

WHEREAS, staff and employees of the unrepresented Management group met and agreed upon the terms of the Schedule of Benefits as outlined in the attached (see Exhibit A); and

WHEREAS, the unrepresented management employees have agreed to partner with the City of Turlock by continuing to make their individual and collective contribution toward reducing the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City of Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-154 and adopt the attached Schedule of Benefits covering the period November 1, 2012 through October 31, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

SCHEDULE

OF

BENEFIT PLANS AND POLICIES

BETWEEN

THE CITY OF TURLOCK

AND

MANAGEMENT EMPLOYEES

~~JULY 16, 2011 - JULY 15, 2012~~
NOVEMBER 1, 2012 – OCTOBER 31, 2013

Formatted: Font: 12 pt

Formatted: Top: 1"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Table of Contents

1:00 SALARIES 1
1:01 Cost of Living 1
2:00 DEFERRED COMPENSATION 2
3:00 RETIREMENT 2
4:00 MEDICAL PLAN 3
4:01 Health Benefits 3
5:00 RETIREE HEALTH 4
5:01 Retiree Health - Definition 4
5:02 Retiree Health - Funding 55
5:03 Retiree Health - Eligibility 5
6:00 LONG TERM DISABILITY 66
7:00 TERM LIFE INSURANCE 66
8:00 RETIREE HEALTH SAVING (RHS) VANTAGE CARE PLAN 6
9:00 VACATION 77
9:01 Method of Accrual 77
9:02 Maximum Vacation Accrued 8
9:03 Required Annual Vacation Usage 88
9:04 Sell Back 88
9:05 Donating Time 88
10:00 SICK LEAVE 9
10:01 Family Illness 99
10:02 Immediate Family 99
10:03 Unused Sick Leave 99
10:04 Conversion of Sick Leave Towards Retiree Health Premiums 109
11:00 HOLIDAYS 1040
12:00 ATTENDANCE/LEAVEs OF ABSENCE/light duty 1241
12:01 Absence Without Leave 1241
12:02 Reinstatement After Discharge 1241
12:03 Work Related Injury 1242
12:04 Disability Retirement 1242
12:05 Light Duty Assignments 1242
12:06 Bereavement Leave 1343
12:07 Special Leave 1443
12:08 Jury Duty 1444
12:09 Management Leave 1444
13:00 COMPUTER LOAN PROGRAM 1545
14:00 MEDICAL EXAMINATION 1645
14:01 When Required 1645
14:02 Costs 1645
14:03 Termination 1646
15:00 DRUG FREE WORK PLACE POLICY 1646

16:00 PERSONNEL RULES 1616
171:00 DISCRIMINATION 1716
18:00 VEHICLE ALLOWANCE 1716
19:00 F.L.S.A. 1716
1:00 SALARIES 1
1:01 Cost of Living 1
2:00 DEFERRED COMPENSATION 2
3:00 RETIREMENT 2
4:00 MEDICAL PLAN 3
4:01 Health Benefits 3
5:00 RETIREE HEALTH 4
5:01 Retiree Health - Definition 4
5:02 Retiree Health - Funding 4
5:03 Retiree Health - Eligibility 5
6:00 LONG TERM DISABILITY 6
7:00 TERM LIFE INSURANCE 6
8:00 VANTAGE CARE RETIREE HEALTH SAVING PLAN 6
9:00 VACATION 7
9:01 Method of Accrual 7
9:02 Maximum Vacation Accrued 7
9:03 Required Annual Vacation Usage 8
9:04 Sell Back 8
9:05 Donating Time 8
10:00 SICK LEAVE 8
10:01 Family Illness 8
10:02 Immediate Family 9
10:03 Unused Sick Leave 9
10:04 Conversion of Sick Leave Towards Retiree Health Premiums 9
11:00 HOLIDAYS 9
12:00 ATTENDANCE/LEAVEs OF ABSENCE/light duty 11
12:01 Absence Without Leave 11
12:02 Reinstatement After Discharge 11
12:03 Work Related Injury 11
12:04 Disability Retirement 11
12:05 Light Duty Assignments 12
12:06 Bereavement Leave 12
12:07 Special Leave 13
12:08 Jury Duty 13
12:09 Management Leave 13
13:00 COMPUTER LOAN PROGRAM 14
14:00 MEDICAL EXAMINATION 15
14:01 When Required 15
14:02 Costs 15
14:03 Termination 15
15:00 DRUG FREE WORK PLACE POLICY 15

16:00 PERSONNEL RULES 15
171:00 DISCRIMINATION 16
18:00 VEHICLE ALLOWANCE 16
19:00 F.L.S.A. 16
1:00 SALARIES 11
1:01 COST OF LIVING 11
2:00 DEFERRED COMPENSATION 21
3:00 HOLIDAYS ..... Error! Bookmark not defined.1
4:00 MANAGEMENT LEAVE ..... Error! Bookmark not defined.2
5:00 PROFESSIONAL DEVELOPMENT ..... Error! Bookmark not defined.3
6:00 RETIREMENT ..... Error! Bookmark not defined.4
7:00 MEDICAL PLAN 34
7:01 Health Benefits 34
7:02 Retiree Health 45
7:03 Retiree Health - Funding 56
7:04 Retiree Health - Eligibility 56
8.00 VANTAGE CARE RETIREE HEALTH SAVING PLAN ..... Error! Bookmark not defined.6
9:00 LONG TERM DISABILITY 67
10:00 TERM LIFE INSURANCE 67
11:00 VACATION 77
11:01 Method of Accrual 77
11:02 Maximum Vacation Accrued 78
11:03 Required Annual Vacation Usage 88
11:04 Sell Back 88
11:05 Donating Time 89
12:00 ATTENDANCE ..... Error! Bookmark not defined.9
12:01 Absence Without Leave ..... Error! Bookmark not defined.9
12:02 Reinstatement After Discharge ..... Error! Bookmark not defined.9
13:00 SICK LEAVE 89
13:01 Family Illness 99
13:02 Immediate Family 910
13:03 Unused Sick Leave. 910
13:04 Conversion of Sick Leave Towards Retiree Health Premiums. 910
14:00 INJURY LEAVE 1210
14:01 Work Related Injury 1210
14:02 Disability Retirement 1211
14:03 Light Duty Assignments 1211
15:00 BEREAVEMENT LEAVE 1312
16:00 SPECIAL LEAVE 1312
17:00 JURY DUTY 1412
18:00 DRUG FREE WORK PLACE POLICY 1612
19:00 MEDICAL EXAMINATION ..... Error! Bookmark not defined.12
19:01 When Required ..... Error! Bookmark not defined.12
19:02 Costs ..... Error! Bookmark not defined.13

~~19:03 Termination ..... Error! Bookmark not defined.13~~
~~20:00 COMPUTER LOAN PROGRAM ..... Error! Bookmark not defined.13~~
~~21:00 VEHICLE ALLOWANCE ..... 1613~~
~~22:00 OUT OF CLASS PAY ..... Error! Bookmark not defined.13~~
~~23:00 PERSONNEL RULES ..... Error! Bookmark not defined.14~~
~~24:00 DISCRIMINATION ..... Error! Bookmark not defined.14~~
~~25:00 F.L.S.A. ..... 1614~~
~~EXHIBIT "A" RECOMMENDED HEALTH PLAN CHANGES ..... 15~~
~~EXHIBIT "B" PERS VALUATION TABLE ..... 16~~

Formatted: Do not check spelling or grammar

Formatted: Font: 12 pt

1:00 SALARIES

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 will receive no Cost of Living Allowance (COLA) for the period ~~July 16, 2011 through July 15, 2012.~~November 1, 2012 through October 31, 2013.

~~5:00 PROFESSIONAL DEVELOPMENT~~

1:02 Professional Development

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

Directors - $700 per fiscal year
Managers - $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
   a. 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 June 5th.

~~22:00 OUT OF CLASS PAY~~

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

2:00 DEFERRED COMPENSATION

Formatted: Font: 12 pt

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: Seven percent (7%), effective 8/16/05.
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

Formatted: Font: 12 pt

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.

During the term of this Schedule of Benefits, 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.

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.

Formatted: Font: 12 pt

~~7~~4:00 MEDICAL PLAN

~~4~~7:01 Health Benefits

Formatted: Font: 12 pt

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependants through a self-funded plan or a fully funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/ dental/prescription/vision insurance plans during the term of this ~~Agreement~~Resolution, effective 7/1/07.

2. The maximum City paid benefit per month for the plan year will be equal to the Turlock City Employees Association (TCEA) bargaining unit.

3. 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.

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

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

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

  a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or

  b. during regular open enrollment period.

6. The parties agree to the modification of the health care plan as recommended by the bargaining representatives set forth in Attachment E.

5:00 RETIREE HEALTH

5:017:02 Retiree Health - Definition

Formatted: Font: 12 pt

~~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.

5:027:03 Retiree Health - Funding

1. 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 Management agreed that the City would terminate contributions to the Retiree Health Fund as a pool. 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, would be made to each employee's individual ~~Vantage Care~~ Retiree Health Savings (RHS) Vantage Care Plan. ~~The total contribution by City to the employee's Vantage Care Retiree Health Savings PlanRetiree Health Saving Vantage Care PlanRetiree Health Saving Vantage Care Plan will be three percent (3%).~~

2. ~~The monthly premium contribution from the retiree health fund is based on a formula that is defined in the "Management/Confidential Retiree Health Insurance Offset" plan that is indexed annually based on the CPI for inflationary adjustment. The maximum benefit is calculated utilizing twenty-five (25) years of service. Once the retiree initiates the payment of benefits under this program, the monthly benefit allowance will be calculated based on dividing the number of months remaining until the retiree turns age sixty-five (65) into the maximum benefit allowance.~~

~~The plan is subject to amendment by an adopted actuarial analysis.~~

5:037:04 Retiree Health - Eligibility

~~Retirees must elect to continue with the City's plan within thirty (30) days of retirement.~~ You must have a minimum of fifteen (15) 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.~~.~~

~~The Retiree health premium offset is provided to employees who have retired from the City of Turlock with a minimum of fifteen (15) years of service as a management employee.~~

1. Benefits under this program are not transferable.

~~1. Benefits under this program are not transferable. Benefits may be used to pay for spousal coverage when the retiree is insured through the same plan as their spouse prior to age sixty-five (65) or Medicare eligibility. If monies remain on account after the retiree becomes Medicare eligible or reaches age sixty-five (65), they may only be used toward paying premiums for Medicare supplemental coverage or an alternate plan for the retiree only.~~

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

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Body Text Indent 3, Right: 0", Space Before: 0 pt, Tab stops: 1", Left

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Font: 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted: Font: 12 pt

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

~~Retirees are eligible to receive the offset amount in effect at the time of their retirement. They~~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. ~~Employees, who retire and meet the eligibility requirements, are eligible for the premium offset that was in effect at the date of their retirement. This premium offset amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The offset premium amount will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the retiree. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

6~~9~~: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 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~~10~~:00 TERM 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 1/2) times the annual salary, plus $5,000 not to exceed $500,000.

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

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 ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Savings Vantage Care Plan~~Retiree Health Saving 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 ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Saving Vantage Care Plan~~Retiree Health Saving Vantage Care~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Body Text Indent 3, Left, Indent: First line: 0", Right: 0.5"

Formatted: Font: 12 pt

~~Plan~~. making the total contribution three percent (3%).

Formatted: Font: 12 pt

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 ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Saving Vantage Care- Plan~~Plan~~~~Retiree Health Saving Vantage Care Plan~~. This amount will be converted during the July 20th payroll.

Formatted: Font: 12 pt

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~~11:00 VACATION

~~4~~19:01 Method of Accrual

Formatted: Font: 12 pt

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.

~~11~~9:02 Maximum Vacation Accrued

Formatted: Font: 12 pt

Maximum accumulation will be four hundred (400) hours.

The maximum accrued vacation was allowed to be exceeded during the previous Schedule of Benefits; however, by December 31, 2012, all employees must be at or below the maximum accrual of 400 hours.

Formatted: Indent: Left: 0.5"

~~The maximum accumulation may be exceeded during the term of this Schedule of Benefits, July 16, 2011 through July 15, 2012; however, by December 31, 2012, all employees must be at or below the maximum accumulation of 400 hours.~~

Formatted: Font: 12 pt

~~11~~9:03 Required Annual Vacation Usage

Formatted: Font: 12 pt

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

~~11~~9:04 Sell Back

Formatted: Font: 12 pt

On June 20th 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.

~~During the period 7/1/11 through 6/30/12, employees will not be allowed to sell back/ cash out accrued vacation time. The paragraph regarding converting vacation time to Vantage Care will not affected by this language.~~

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 ~~Vantage Care Retiree Health Savings Plan~~Retiree Health Saving Vantage Care Plan~~Retiree Health Saving Vantage Care Plan~~. This amount will be converted during the July 20th payroll.

Formatted: Font: 12 pt

~~11~~9:05 Donating Time

Formatted: Font: 12 pt

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.

Formatted: Font: 12 pt

10~~13~~:00 SICK LEAVE

Formatted: Font: 12 pt

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~~13~~:01 Family Illness

Formatted: Font: 12 pt

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~~13~~:02 Immediate Family

Formatted: Font: 12 pt

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

10~~13~~:03 Unused Sick Leave.

Formatted: Font: 12 pt

On November 1 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, 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.~~

~~During the period 7/1/11 through 6/30/12, employees will not be allowed to sell back accrued sick leave.~~

10~~13~~:04 Conversion of Sick Leave Towards Retiree ~~Health Premiums~~Health Savings (RHS) Vantage Care Plan.

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.

Formatted: Font: 12 pt

~~Employees retiring from City service will convert sick leave at a rate of fifty percent (50%) of its value toward payment of medical insurance. This amount may be applied to any health plan. If the retiree chooses a plan other than the City's plan, the retiree must provide continued documentation showing proof of current and continued enrollment in another health insurance plan. The offset premium amount will be paid directly to the retiree's insurance provider or to the employee with proof of payment by the retiree. In no case shall the premium offset paid exceed the actual premium selected by the retiree.~~

Formatted: Font: 12 pt

~~When an employee reaches age sixty-five (65) and/or is Medicare eligible and has a credit balance in their sick leave conversion account, fifty percent (50%) of the remaining balance will be cashed out or may be used to pay the spouse's premium for the City sponsored health plan, as available to them under C.O.B.R.A., for a maximum of three (3) years.~~

Formatted: Indent: Left: 0", Hanging: 0.5"

11:00 HOLIDAYS

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. Independence Day (July 4)
10. Labor Day (First Monday in September)

11. 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.

12. 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.

13. 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.

14. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

15. In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

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. 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."

17. In exchange for the employee concessions for fiscal year ~~2011/12, July 16, 2011 through July 15, 2012~~, employees will receive 56 hours of in lieu time off. For all **non-essential** classifications, as determined by the Department Director, the 56 hours of in lieu time must be taken as follows:

    ~~November 21st, 22nd, and 23rd 2011~~

    November 19th, 20th, and 21st 2012

    ~~December 27th, 28th, 29th and 30th 2011~~

    December 24th, 26th, 27th, and 28th 2012

    For all **essential classifications** as determined by the Department Director, the 56 hours will be credited as follows: 24 hours on November ~~20th~~ 16th and 32 hours on December ~~19th~~ 21st to be taken before ~~December 31, 2012~~October 31, 2013, with the Department Director approval. In lieu time is "use or lose" with no cash value.

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Superscript
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Superscript
Formatted: Font: 12 pt
Formatted: Font: 12 pt

12:00 ATTENDANCE/LEAVES OF ABSENCE/LIGHT DUTY

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.

~~14:00 INJURY LEAVE~~

12:0314:01 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.

12:0414:02 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.

12:0514:03 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

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

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 exists:

   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.

~~15:00 BEREAVEMENT LEAVE~~

12:06 Bereavement Leave

Formatted: Font: 12 pt

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:

Formatted: Font: 12 pt

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

Spouse-	not to exceed (6) six working days
Mother/Father-	not to exceed (4) four working days

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

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

Spouse-	not to exceed (6) six 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

~~16:00 SPECIAL LEAVE~~

12:07 Special Leave

Formatted: Font: 12 pt

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.

~~17:00 JURY DUTY~~

12:08 Jury Duty

Formatted: Font: 12 pt

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.

~~4:00 MANAGEMENT LEAVE~~

12:09 Management Leave

Formatted: Font: 12 pt

All directors and managers receive seventy-two (72) hours of management leave per fiscal year as time or cash equivalent, effective 7/1/07. Management Leave will increase as follows:

Effective 7/1/08 80 hours

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 "Comp" field. The time must be used by June 30th of the fiscal year. (A minimum of 24 hours must be posted here; effective 7/1/02.)

2. Cash out up to forty (40) hours payable on August 5th.

   ~~During the period July 16, 2011 through July 15, 2012, the forty (40) hour cash out option will be suspended.~~

3. Placement in deferred compensation 457 account, (to elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave field as noted on payroll check stub, effective 7/1/02) all hours above the twenty-four (24) may be converted to your 457 account. ~~During the period of 7/1/10 through 60/30/11 this option will be suspended~~.

4. Placement in retiree health account, (to elect this option, a minimum of twenty-four (24) hours must be posted to available leave as noted on payroll check stub in the "Comp" field; effective 7/1/02), all hours above the twenty-four (24) hours may be converted to your retiree health account.* ~~During the period of 7/1/10 through 6/30/11 this option will be suspended~~.

   * 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.

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Formatted: Font: 12 pt

13:00 COMPUTER LOAN PROGRAM

Formatted: Font: 12 pt

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. 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

14:01 When Required

Formatted: Font: 12 pt

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

Formatted: Font: 12 pt

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

Formatted: Font: 12 pt

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~~18~~:00 DRUG FREE WORK PLACE POLICY

Formatted: Font: 12 pt

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

16:00 PERSONNEL RULES

Formatted: Font: 12 pt

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.

1721:00 DISCRIMINATION

Formatted: Font: 12 pt

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.

Formatted: Font: 12 pt

1824:00 VEHICLE ALLOWANCE

Formatted: Font: 12 pt

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 re not entitled to receive car allowance.

Formatted: Font: 12 pt

1925:00 F.L.S.A.

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

Attachment A

Formatted: Font: Arial, 14 pt

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 2

Sincerely,

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

APR 12 2

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2007-259 AND ADOPTING A MEMORANDUM OF OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND TURLOCK FIREFIGHTERS, LOCAL #2434 COVERING THE PERIOD NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013	}	**RESOLUTION NO. 2013-**

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

WHEREAS, the represented employees of this association have agreed to partner with the City of Turlock by continuing to make their individual and collective contribution toward reducing the City of Turlock's current budget deficit and to participate in solutions for the fiscal challenges facing the City of Turlock as set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2007-259 and adopt the attached Memorandum of Understanding covering the period November 1, 2012 through October 31, 2013.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

Formatted: Line spacing: single

MEMORANDUM
OF
UNDERSTANDING
between
the CITY OF TURLOCK
and
~~TURLOCK FIREFIGHTERS LOCAL~~TURLOCK FIREFIGHTERS, LOCAL **#2434**

Formatted: Font: 12 pt

~~March 1, 2007 to June 30, 2009~~
November 1, 2012 to October 31, 2013

Formatted: Tab stops: Not at 3.25"

Formatted: Tab stops: 3.25", Centered

Table of Contents

To be compiled ~~to be compiled~~

Formatted: Highlight

Formatted: Emphasis

ATTACHMENT A Salary Listing
ATTACHMENT B Complaint, Grievance, Disciplinary Appeals Procedure
ATTACHMENT C Pay for Performance Contract Guidelines
ATTACHMENT D Fitness Guidelines
ATTACHMENT E Drug Free Workplace Policy
ATTACHMENT F PERS Valuation
~~**ATTACHMENT F Term Life Insurance Policy**~~

MEMORANDUM OF UNDERSTANDING
between the
CITY OF TURLOCK
and
~~TURLOCK FIREFIGHTERS LOCAL~~**TURLOCK FIREFIGHTERS, LOCAL #2434**

PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK hereinafter referred to as the Employer, and Local #2434 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union, on behalf of all members of said Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

MEMORANDUM OF UNDERSTANDING

The Employer and the Union, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the Union agree to recommend for acceptance to its membership, and the representatives of the Employer agree to recommend to the City Council of the City of Turlock for acceptance and approval.

1:00 TERM OF AGREEMENT

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective from November 1, 2012 through October 31, 2013.

~~The terms of the Agreement and understanding are as follows: This Memorandum of Understanding shall be effective from March 1, 2007 through June 30, 2009~~November 1, 2012 through October 31, 2013.

2:00 MANAGEMENT RIGHTS

2:01 General Terms

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

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: Bold

law. The Employer will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Union.

2:021-3.02 Medical Examination

1. When Required. The City Manager may require 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 Employer.

1-3.03 Medical Examination Costs

2. Costs. Fees for the examination and for the services of medical specialists or technicians, if required by the Employer, shall be paid by the Employer.

1-3.04 Transfer

3. Transfer. When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is able to perform the work of another vacant position, the appointing power may transfer the employee to such position. The employee transferred pursuant to this section shall receive the maximum of the salary range to the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.

1-3.05 Reinstatement

4. Reinstatement. Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant position within eighteen months, if it is determined by the City Manager that the employee is no longer incapacitated for duty. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed upon such reemployment lists. In approving or ordering such reinstatements, the City Manager may require the satisfactory completion of the probationary period where the employee was terminated or transferred due to incapacity during the employee's probationary period.

3:001-1 GENERAL RIGHTS/RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all uniformed, full-time, 24-hour fire suppression personnel in the following classifications: Firefighter,

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

Fire Engineer, Fire Captain and Battalion Chief.

3:01~~17-1~~ Meet and Confer: Effective Dates

Formatted: Normal

During the period covered by this Memorandum of Understanding, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to expiration of this contract. However, both parties agree to commence the meet and confer process for a successor contract no later than the ninety day period prior to expiration of this contract. Nothing in this M.O.U. shall be construed to limit any employee's right to use the grievance procedure.

Comment [T1]: This is more than 90 days prior to the expiration of the contract and seems to conflict with the next sentence.

~~During the period covered by this Memorandum of Understanding, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to expiration of this contract~~ March 1, 2013~~March 1, 2013. Both parties agree to meet and confer on matters concerning employees' working conditions subject to the budget during the ninety day period prior to expiration of this contract. Nothing in this M.O.U. shall be construed to limit any employee's right to use the grievance procedure.~~

3:02~~1-4~~ UNION BUSINESS: Conferences

Formatted: Font: 12 pt
Formatted: Font: 12 pt, Bold
Formatted: Line spacing: single
Formatted: Font: 12 pt

Employees elected to Union office shall be granted time off without pay to perform their Union functions, including conventions, conferences, and seminars, at the expense of the Union, and only when arrangements have been made for shift coverage. No overtime shall be paid as a result of this coverage.

3:03~~1-4.01~~ Meet and Confer

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

For the purposes of this M.O.U., meet and confer is as defined by state law. Time off for meet and confer sessions shall be granted for two on duty representatives at the expense of the Employer. Other off duty representatives may participate as agreed upon at the inception of the negotiation process.

3:04~~1-4.02~~ Regular and Special Meetings

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

The Employer shall allow the use of a location selected by the Union to conduct all regular monthly and special Union meetings, provided there is no significant interference to the Department's ability to provide emergency services. On duty Union members shall be permitted to attend such meetings as determined by the Fire Chief.

Formatted: Font: (Default) Courier
Formatted: Normal

4:00~~19-1~~ 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 local Union 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 Secretary/Treasurer of the Union.

5:004-2 POLICIES AND PROCEDURES

All Department rules and regulations have been incorporated into the Policy and Procedures Manual. All policy changes affecting working conditions are subject to meet and confer and are not valid until such has occurred. Where Policy and Procedures conflict with this M.O.U., the M.O.U. shall prevail.

5:0147-1.01 Working Conditions

The Employer and the Union agree to meet and confer on resolutions, ordinances and policies impacting working conditions not covered by this M.O.U. The Employer shall provide ten working days written notice to the Union in which the Union will notify the Employer in writing of their interest to meet and confer on the item, or waive their right to do so.

6:004-3 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits which are currently enjoyed by Union 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 Union, be maintained at their current status, except as they may be amended by this Agreement or by the courts.

7:004-4.03 Bulletin Board

Adequate space will be available at all fire stations for a bulletin board for Union business. The board will be provided by the Union, shall not be located in the public area and shall be clearly identified with the statement "Union Business Only."

8:006-1 HOURS AND WORK SCHEDULED

- A working shift shall consist of twenty-four (24) hours.
- Scheduling of work shifts shall be based on calendar months.
- The current average work week over an one-year period is 56 hours with three (3) on and four (4) off rotation.
- A shift shall commence at 0800 and terminate at 0800 the following morning.
- Basic rate of pay shall equal annual salary divided by 2912 hours. Effective March 1, 1994, the City will no longer utilize the F.L.S.A. provision that considers the use of

Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Indent: Left: 0", Hanging: 0.5", Line spacing: single

accrued time to break the 7K exemption cycle. This provision will result in thirteen (13) hours per month per employee being accrued and paid in the following manner: straight time for the thirteen (13) hours is included in the employee base salary: The additional half time for the thirteen (13) hours will be paid at one-half time of the basic rate of hourly pay. These hours are PERS reportable as total compensation for retirement calculations.

8:016-2 C.T.O. Time Bank

(a) Compensatory Time Off ("CTO") may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with applicable State and Federal Laws, and at the discretion of the Battalion Chief. Overtime shall be compensated at either one and one-half (1½) hours of the employee's regular base rate of pay or upon the written request of the employee and approval of the Battalion Chief, one and one-half (1½) hours of compensatory time for each hour worked.

(b) Requests for CTO in lieu of overtime pay must be submitted to the Battalion Chief within three (3) days of earning overtime.

(c) CTO may be accrued to a maximum of ninety-six (96) hours.

(d) CTO can be taken in twenty-four (24) hour increments or less.

(e) CTO usage shall not affect on-duty staffing levels.

(f) CTO can be carried over from year to year.

(g) Upon termination of employment, CTO time will be cashed out.

(h) Any CTO taken during the course of a trade shall be compensated only as overtime.

(i) To replace employees using CTO, the provisions of the Department's "Hire Back, Overtime, and Working Out of Grade" policies as set forth in Sections A(11) and A(12) of the Turlock Fire Department's Policies and Procedures shall be used. At no time will CTO time usage activate the "Hold Over".

(j) The fifty-six (56) hours of holiday in-lieu time deposited into employees CTO bank is non-FLSA CTO Holiday in-lieu time and the fifty-six (56) hours may be cashed out on December 5, 2012, at the employee's straight time pay rate.

~~Compensatory Time Off ("CTO") may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with~~

Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Indent: Hanging: 0.5", Line spacing: single

~~applicable State and Federal Laws, and at the discretion of the Battalion Chief. Overtime shall be compensated at either one and one-half (1½) hours of the employee's regular base rate of pay or upon the written request of the employee and approval of the Battalion Chief, one and one-half (1½) hours of compensatory time for each hour worked.~~

~~(b) Requests for CTO in lieu of overtime pay must be submitted to the Battalion Chief within three (3) days of earning overtime.~~

~~(c) CTO may be accrued to a maximum of twenty-four (24) ninety-six (96) hours.~~

~~(d) CTO can be taken in twenty-four (24) hour increments or less.~~

~~(e) CTO usage shall not affect on-duty staffing levels.~~

~~(f) CTO can be carried over from year to year.~~

~~(g) Upon termination of employment, CTO time will be cashed out.~~

~~(h) Any CTO taken during the course of a trade shall be compensated only as overtime.~~

~~(i) To replace employees using CTO, the provisions of the Department's "Hire Back, Overtime, and Working Out of Grade" policies as set forth in Sections A(11) and A(12) of the Turlock Fire Department's Policies and Procedures shall be used. At no time will CTO time usage activate the "Hold Over".~~

~~(j) The fifty-six (56) hours of holiday in-lieu time deposited into employees CTO bank is non-FLSA CTO Holiday in-lieu time and the fifty-six (56) hours may be cashed out on December 5, 2012, at the employee's straight time pay rate.~~

8:02~~7.1~~ Overtime: General

In the event that a need for overtime should occur in the Fire Department because of emergency, rescue, sickness, vacations or other unavoidable conditions, overtime shall be paid at 1 and ½ times the basic rate of pay. Overtime shall consist of all work time in excess of scheduled work shifts.

8:03~~7.1.01~~ Call Back Assignments

Call back assignments represent an unplanned, unanticipated need for additional staffing related to emergency fire suppression, life and property saving activities as determined by

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.5", Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0.5", Hanging: 0.5", Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt, Not Bold, No underline
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single

the officer in charge.

8:047-1.02 Call Back Pay

All Fire Suppression personnel are subject to call back assignments at the discretion of the Fire Chief except where the Fire Chief determines absences are excusable.
Full time employees that return to work shall be paid a minimum of one hour at one and one-half times their basic rate of pay.

8:0512-1 Shift Exchanges

Employees shall have the right to exchange shifts, when the exchange does not interfere with the operation of the Fire Department. Shift exchanges will be subject to the approval of the Fire Chief or his official representative. Any CTO taken during the course of a trade shall be compensated only as overtime.

8:0620-1 Supervision (Safety)

All shifts shall be supervised by an on-duty chief officer.

8:0721-1 Temporary Out Of Grade Assignment

When sufficient qualified personnel are on duty they may be reassigned to fulfill staffing needs.

9:001-5 PROBATION:EMPLOYMENT

9:01 Probation - New Hires

There shall be a 12-month probation period. All probationary employees shall be evaluated in written form on two occasions prior to completion of 12 months of service in all positions to which they are newly appointed. The first evaluation shall occur no later than six months of employment. No employee's wage shall be adjusted to a higher step unless the employee has been judged adequate to be removed from probationary status and is recommended by the appropriate supervisors and department heads as an employee meriting a raise. Fire Chief may extend the probationary period for up to nine months if there is a reasonable cause. Otherwise, the probationary employee shall be terminated without cause if the employee is a new hire. Newly appointed probationary employees are not eligible for incentive pay programs. Fire Chief must complete written notification to the employee indicating if the employee has met standards to attain regular status.

9:021-5.01 Probation on Promotion

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to the

Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

original position from which they were promoted and held regular status within the Fire Department. Employees will receive two evaluations during the promotional probationary period. The first evaluation shall be performed no later than the sixth month.

9:031-6 ~~PROMOTIONS~~Promotions

All promotions to classifications covered by this M.O.U. shall be taken from full-time permanent employees assigned to this bargaining unit.

9:041-6.01 Promotion to Division Chief

There shall be at least five qualified applicants from within the full-time uniformed fire suppression personnel in order to limit a recruitment process to promotional only. If there are fewer than five qualified applicants for the Division Chief exam, the Employer has the option to conduct a combined open/promotional exam.

9:051-6.02 Differential

A promotion from one rank to another shall provide for a minimum of a 5% increase. There shall be a minimum of 10% differential between all ranks within the representation of this bargaining unit. The differential is determined by comparing top step to top step.

9:0618-1 Duties of Fire Personnel

The Employer has provided the Union with a complete list of fire personnel responsibilities and duties at the emergency scene as well as a written job description covering job duties, requirements and qualifications. Such job descriptions shall not be changed, nor will any new descriptions be created without first meeting and conferring.

10:00 SALARIES2-1 BASIC WAGES: Salaries

Employees covered under this M.O.U. shall be paid according to the following: ~~Salary schedules are outlined in Attachment "A".~~See attachment A. ~~Attach new salary schedule~~

10:2-1.01 PAY FOR PERFORMANCE PROGRAM

The Pay For Performance Program is renewed each October 1st, with agreement by the employee, Fire Chief and City Manager on special performance goals to be completed by the following September 30th. Upon successful completion, approved by the Fire Chief and City Manager, the employee will be paid an additional five percent (5%) of base salary each month beginning October 1st, for each month employed during the following twelve (12) month period, or a four and one quarter percent (4.25%) lump sum payment after the contract has been completed and is approved for payment. Employees must serve their initial twelve (12) month probationary period before becoming eligible to participate in this

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt, Not Bold, No underline
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

program. Contract guidelines are incorporated herein as Attachment "C" of this MOU.

10:~~2-1.~~02 Educational Assistance Program

The Employer agrees to provide funding to offset the costs of coursework which is job related and would provide enhanced skills that would benefit both the employee and the Employer.

Coverage for other courses will be as determined by the Fire Chief or his designee. Participants in this program are to have maintained a minimum overall performance rating of "meets acceptable standard." New employees on probation are not eligible to participate in this program. Participation in this program is contingent upon available funding. The Employer agrees to provide a maximum of $2000 per fiscal year to provide funding to offset the costs of coursework which is job related. A maximum of $400 per fiscal year per eligible employee will be allowed. Monies are reimbursed after course completion with a passing grade, C or better, or certificate of completion. Monies approved for reimbursement will be allocated on a first come, first served basis each fiscal year. On April 1st if there are still funds available employees who have used this program may apply to utilize this program again.

10:~~2-1.~~03 Education Incentive Pay

Excluding probationary employees, personnel who have achieved their respective education shall receive the following incentive pay on a monthly basis and combining is allowed:

Associates Degree or equivalent	$100.00
Bachelor's Degree or equivalent	$100.00

Equivalent is defined for personnel who are attending or attended a four year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree. Incentive pay is not part of base salary and will not be compiled in PFP calculations.

10:~~2-1.~~04 FOREIGN LANGUAGE PAY

Non-probationary personnel, based upon passing a verbal bi-lingual certification test administered by the Employer able to speak languages other than English (as specified in section 4-8.01) who can translate and interpret in emergency and other situations, shall be compensated with an additional $100 per month. Incentive pay is not part of base salary and will not be computed in P.F.P. calculations.

10:~~2-1.~~05 Approved Languages

Approved languages are defined as those most often used in the City of Turlock, and are: Assyrian, Persian, Portuguese, Punjabi, and Spanish.

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

10:06~~16-1~~ Fitness Guidelines

All employees must perform the physical training described in established policy guidelines.

10:07~~2-1.06~~ Fitness Incentive Pay

To receive incentive pay, the employee must pass a practical test which shall occur twice per year, six months apart (September / March). Non-probationary employees who pass the established practical test shall receive payment of $100 per month. Employees will be allowed to test and/or retest in March; compensation shall be based on six months if they pass the test or retest. If the employee fails the retest, no incentive pay will be awarded that year. Fitness incentive pay is not part of base salary and will not be computed in P.F.P. calculations. Fitness guidelines are incorporated herein as Attachment "D" of the M.O.U. ~~(Guidelines are currently being reviewed – Per Union attach language Chief sent)~~See attachment D.

10:08~~22-1~~ Pay Out of Grade

When qualified personnel are reassigned above grade, he/she will receive a 5% differential in base pay for that period of responsibility. If a vacancy exceeds three continuous months, the vacancy will not be filled from an out-of-grade assignment.

10:09~~023-1~~ Hireback

The Hireback Policy, section A 11 and 12 of the Turlock Fire Department Policies and Procedures, is incorporated into this Memorandum of Understanding and is subject to meet and confer.

11:00~~3-2~~ RETIREMENT CONTRIBUTION

The Employer shall pay the full 9% of the employee's contribution to PERS in the employee's name. Final compensation, for retirement purposes, will be calculated on the single highest year. The City will provide PERS 3% @ 50 retirement benefit level. (See attachment F)

11:~~3-2.~~01 PERS Survivor Benefit

The PERS Survivor Benefit is level four (4).

11:~~3-2.~~02 EPMC

The City will continue providing the EPMC benefit to legacy employees and reporting the

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Highlight
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt, Not Bold, No underline
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt, Not Bold, No underline
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Highlight
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single

EPMC as compensation for such employees prior to their retirement. Effective January 1, 2013, all new employees, as defined by AB 340, will not be provided EPMC. ~~Effective January 1, 2013, all new employees, as defined by AB 340, will not be provided EMPC. March 1, 2007 the City of Turlock agrees to provide EPMC for all classifications of employees.~~

11:03 New Employees - Sworn (PERS):

Effective January 1, 2013, all new employees, as defined by AB 340, 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.

~~12:004-3.06~~ RETIREE HEALTH FUND

The City agrees to contribute toward the ~~Turlock Firefighters Local~~Turlock Firefighters, Local #2434 Retiree Health Trust Fund. The contribution rate to the Retiree Health Trust Fund shall be four percent (4%) of payroll annually paid on a quarterly basis the last day of the month following the end of the quarter.

13:004-3 HEALTH INSURANCE

13:01 Health, Dental, and Vision Insurance.

The City will pay 100% per employee/family for a City sponsored EPO medical/ dental/prescription/vision insurance plans during the term of this Agreement.

13:024-3.01 Deferred Compensation In Lieu of Insurance

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

- Employee provides certificate of proof of coverage through spouse's employer.
- Election to receive in-lieu contribution can only occur during open enrollment period each June, including new hires.

Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.

13:034-3.02 Flexible Spending Accounts

Employees have the option to elect to have a portion of their salary redirected on a pretax basis (though payroll deduction) into flexible spending accounts for 1) Employee insurance premium contributions, 2) medical reimbursement for out-of-pocket medical expenses not

Comment [T2]: Without this language the contract would seemingly eliminate the benefit for legacy employees.

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Heading 2, Indent: Left: 0", Tab stops: Not at 0.59" + 1.23" + 1.74" + 2.26"
Formatted: Indent: Left: 0"
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

covered under the Employer's group health plan and, 3) dependent care expenses such as child care.

The administration fees, $2.00 per plan per month, for administering the medical reimbursement plan and dependent care plan will be the responsibility of the Employee. A Section 125 administration is provided by the City's health insurance administrator.

13:044-3.03 Maintenance of Benefits

Formatted: Font: 12 pt

Formatted: Line spacing: single

The City shall maintain a comparable minimum level of benefits of health, prescription, dental and vision coverage to that presently provided in the self-insured EPO plan, if the City selects an alternate stand-alone plan. The union shall participate in any selection process. The current deductibles and co-payments shall remain in effect through the duration of this contract.

13:054-3.04 Insurance Review

Formatted: Font: 12 pt

Formatted: Line spacing: single

Formatted: Font: 12 pt

The union agrees to participate in an insurance review committee for the purpose of reviewing health cost containment measures and alternatives in reducing insurance costs.

13:064-3.05 Retiree Health Plan

Formatted: Font: 12 pt

Formatted: Line spacing: single

Formatted: Font: 12 pt

The Employer offers a retiree health plan to employees who retire after October 1, 1987. Employees must have worked for the City of Turlock for fifteen years and are required to pay the premium for this health plan as determined by an annual evaluation of costs. This health program is available to retirees until they reach age sixty five, become eligible for Medicare or become eligible for another group plan as an employee.

Premiums may be adjusted once every twelve months in conjunction with plan renewal under the self-insured plan each July 1st.

14:004-1 TERM LIFE INSURANCE

Formatted: Font: 12 pt

Formatted: Line spacing: single

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.

15:003-1 BENEFIT LIST REQUIRED

Formatted: Font: 12 pt

Formatted: Line spacing: single

Formatted: Font: 12 pt

The Employer has provided the Secretary of the Union with a complete list of all Employee benefits including retirement plans, health coverage, life insurance, and all other fringe benefits. This list includes policy numbers and companies carrying the policies. The Employer shall notify the Secretary within 60 days of any changes in any of the aforementioned benefits.

16:004-2 LONG-TERM DISABILITY INSURANCE

The Employer agrees to furnish disability insurance for each full-time regular employee. The terms of this coverage are as follows:

A. Eligibility - one (1) year of full-time employment with the City of Turlock;
B. Policy waiting period – sixty (60) days;
C. Maximum augmentation of salary if employee has accrued time - eighty percent (80%) of base salary, and
D. Policy provides for maximum salary protection equal to sixty-six and two thirds percent (66 2/3%) of base salary.

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) continuous days of employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty- six and two-thirds percent (66 2/3%) 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).

17:004-4 UNIFORMS ALLOWANCE

17:01 Uniform Allowance

An annual uniform purchase and maintenance allowance in the amount of $1,100 will be paid to all uniformed, fulltime fire suppression personnel in addition to the Employer's continuing practice of providing safety gear. New hires shall receive the allowances for the remainder of the fiscal year which shall be included in their first payroll check to assist in initial uniform acquisition costs.

Payment of the uniform allowance will be made in two increments: each December covering the following six months - January 1 through June 30 and each July to cover the following six months - July 1 through December 31. Employees terminating City Service will reimburse the City a prorated portion of the uniform allowance advance.

17:024-4.01 Wild Land Clothing

The Employer will provide wild land gear and their repair and replacement. Employees will provide appropriate wild land boots and their repair and replacement.

18:0015-1 EMERGENCY MEDICAL TECHNICIAN CERTIFICATES (EMTC)

18:01 Emergency Medical Technician Certificates (EMTC)

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Heading 1, Tab stops: Not at 0.5" + 1" + 1.5" + 2"
Formatted: Font: Bold
Formatted: Line spacing: single
Formatted: Font: Bold
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: Bold

The Employer agrees to pay the application fee for certification and rectification for E.M.T. exams for employees hired prior to 10/1/87. Should the employee fail the test, any cost for re-testing would be paid by the employee.

18:0215-1.01 E.M.T. Requirement

Employees are required to possess an E.M.T. certificate at time of appointment, and are required to maintain certification as a minimum qualification. Minimum qualifications are based upon the standards set forth by Mountain Valley Emergency Medical Services Agency.

19:00 INTENTIONALLY LEFT BLANK

20:005-1 COMPUTER LOAN PROGRAM

The City agrees to offer non-probationary employees the opportunity for a no-interest loan up to $2,500.00 for the purchase of a personal computer. A two-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 reapply after five years from the beginning of the initial loan.

21:00 INTENTIONALLY LEFT BLANK

22:00 INTENTIONALLY LEFT BLANK

23:00 INTENTIONALLY LEFT BLANK

24:00 INTENTIONALLY LEFT BLANK

25:008-1 VACATION ACCRUAL, ACCUMULATION, AND USE S AND HOLIDAY CALENDARS

25:01 Calendars

There will be three calendars, one calendar for Captain and Battalion Chief, one calendar for Engineer, and one calendar for Firefighters.

25:028-2 VACATIONS: Dispensing

Vacation days shall consist of 24-hour periods and shall be earned and granted in the following manner:

(a) 1st anniversary through 5th anniversary - 6 shifts annually.

Formatted: Font: Bold
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Arial
Formatted: Normal, Tab stops: Not at 0.5"
Formatted: Font: (Default) Arial, Bold
Formatted: Font: (Default) Arial, Bold
Formatted: Font: 12 pt, No underline
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt, Not Bold, No underline
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

(b) 5th anniversary through 10th anniversary - 9 shifts annually.

(c) 10th anniversary through 15th anniversary - 12 shifts annually.

(d) 15th anniversary and above - 15 shifts annually.

Probationary new hires may earn but do not use vacation time during their initial twelve month probationary period. Probationary new hires shall schedule vacation each December for the following calendar year, January 1 through December 31.

~~25:03~~8-2.01 Accrual Limitation

- Employees must request and receive all earned vacations annually.

- Failure to request and use allocated time will cause the employee not to accrue additional vacation time.

~~Failure to request and use allocated time will cause the employee not to accrue to lose the balance of vacation time, allotted for that year. Phaedra and Tim to discuss.~~

- If the Fire Chief withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, these vacation hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.

For vacation accruals of less than twenty-four (24) hours due to change in accrual rate during the course of the calendar year, such hours may be cashed out or placed in the CTO time bank at the employee's discretion. Implementation of this section shall be in accordance with Section C-2 of the Turlock Fire & Emergency Services Policies and Procedures.

~~25:04~~8-2.02 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all vacation days they will earn in that year.

Employees shall be given priority consideration in the granting of vacation periods according to their seniority as a full time employee of the Turlock Fire Department. The name of an employee using vacation days shall be marked with a "V" on the work schedule.

~~25:05~~8-2.03 Sellback

Employees are allowed to sell back up to three (3) days of vacation or holiday time to be

determined by December 1st of each year. Payment for such time will be provided in the December 20th payroll. Sellback is based on time to be earned the following calendar year ending December 31.

25:068-2.04 Reimbursement

Vacation shall accrue on a monthly basis. Employees leaving City employment with a negative balance of vacation hours will be responsible for reimbursement subject to applicable law.

26:00 SICK LEAVE: Earnings Rate

All employees covered by this M.O.U. shall accumulate twelve (12) hours of sick leave per month worked.

26:01 Deduction Rate

For each hour any employee is absent from duty due to illness or injury, one hour of sick leave will be deducted from the employee's total accumulated sick leave.

26:02 Unused Sick Leave

(a) Each November, employees with more than 500 hours accumulated sick leave may elect to be paid in December at their basic rate of pay for 50% of their unused or accumulated sick leave earned during the previous 12 months. The balance, or 50% of unused or accumulated sick leave earned during the previous 12 months, shall continue to remain on the employee's sick leave accumulation record.

(b) Employees who leave City employment for reasons of death or retirement shall receive compensation at a rate of 50% of the basic rate of pay for each hour of accumulated unused sick leave.

(c) Employees who retire from City employment are allowed the option of converting their remaining sick leave hours at a rate of 50% of their basic rate of pay to pay for the City's health insurance plan at a premium level determined by an actuarial study.

(d) Employees with over 500 hours accumulated sick leave who are laid off or voluntarily terminate shall receive compensation at a rate of 50% of the basic rate of pay for each hour of unused sick leave.

27:009-1 HOLIDAYS: Earnings Rate

All employees shall receive eight (8) twenty-four (24) hour shifts off duty annually.

Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Default Paragraph Font, Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt

27:019-1.01 Deduction Rate

The dispensing of these holidays shall be handled in the following manner: The employee can request a specific date, and if the employee's absence on said date does not, in the Employer's opinion, diminish the minimum level of Fire Department efficiency, the holiday shall be granted.

27:029-1.02 Accrual Limitation

The employee must request and receive all earned holidays annually. Holidays cannot be carried from one calendar year to the next calendar year. Failure to use the holiday time allocation in the calendar year will cause the employee not to accrue additional holiday time. If the Fire Chief withdraws authorization to utilize previously approved holiday time due to operational necessity and the time cannot be rescheduled, these holiday hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.

~~The employee must request and receive all earned holidays annually. Holidays cannot be carried from one calendar year to the next calendar year. Failure to use the holiday time allocation in the calendar year will cause the employee not to accrue to lose the balance of the annual holiday time allocation. If the Fire Chief withdraws authorization to utilize previously approved holiday time due to operational necessity and the time cannot be rescheduled, these holiday hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.~~

~~Phaedra and Tim need to discuss language.~~

27:039-1.03 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all holidays they will earn in that year.

Holiday selection shall be done by rounds with the most senior member having first pick on each round.

(a) A person may pass on any round to pick more days on a future round only when there will still be open days to choose from on their next turn. All open days must first be filled before more than one person can take the same holiday off.

(b) Priority on the dispensing of holidays after initial holiday selection: The first employee requesting a specified holiday shall have preference.

(c) An employee who is off on holiday leave shall have an "H" after his/her name.

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: 12 pt

28:0011-1 BEREAVEMENT LEAVE

In the event of a death in the family, an employee shall be granted Bereavement leave for the death of members of the Employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, as well as grandchildren. The relationships noted shall include in-laws and step relations. The Employer shall grant the employee a maximum of three shifts off, not chargeable to sick leave, to allow for five consecutive calendar days off, to attend services. In the event that five consecutive days off can be realized with fewer than three (3) scheduled shifts off, such will be the case. ~~11/2612—Not consistent with 48/96 schedule.~~

29:00 INTENTIONALLY LEFT BLANK

30:00 INTENTIONALLY LEFT BLANK

31:00 INTENTIONALLY LEFT BLANK

32:0024-1 SUSPENSION: With Pay

The Fire Chief may suspend with pay an employee pending an internal investigation.

33:0013-1 APPOINTMENTS: New Personnel Seniority

33:01 New Personnel Seniority

In the event more than one person is appointed to a position on the same date, all such appointees shall be ranked to establish a seniority order which may apply for future vacation preference and scheduling. Such ranking shall be determined by the over-all results of verbal interview, testing and physical agility examinations which determine the hiring list. The weighting of tests within the examination process will be specified in the job announcement bulletin.

33:0213-1.01 Definition of Seniority

Seniority shall be determined by continuous service in the Fire Department calculated from the date of hire for full-time employment. Continuous service shall only be broken by resignation, discharge or retirement. Employees with the same employment or promotion date shall be assigned to the seniority list in order of their ranking on the eligibility or promotion list.

33:0313-1.02 Seniority Within Rank

In the event two or more employees holding the same rank were promoted to such position on the same date, the employee who ranked higher on the promotion list resulting in the identical rank shall be the senior employee.

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: Bold
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: Bold
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single

33:0414-1 Personnel Reduction

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In the event of multiple appointments on the same date, the Fire Chief shall have sole discretion to determine, based on documented performance as contained in the employees' personnel files, which among those appointed on the same date shall be laid off. Only time as a full-time paid firefighter with the City of Turlock shall be considered for seniority.

33:0514-1.01 Restructuring

Should a departmental restructuring, reorganization or reduction in force, result in the demotion of a Battalion Chief to a rank in the represented firefighter series, (Firefighter, Fire Engineer, Fire Captain) bumping rights will only be provided to those individuals who have previously held the same or similar positions in the Turlock Fire Department. Date of rank shall be restored to the employee's original date of rank of new classification assigned.

33:0614-1.02 Reinstatement

No new employee shall be hired into a position within the classification series from which an employee has been laid off within eighteen (18) months, until the laid-off employee has been given the opportunity to return to such position if the employee meets the same physical and mental conditions as he/she was in at the time of layoff. Laid off employees shall be advised of other vacancies for which they may qualify, and of required application and testing processes, but employees who have been laid off will not be required to go through application and testing processes in order to return to a position within the series from which they have been laid off. Laid off employees may not be reinstated into a higher ranking position than they previously held.

33:0714-1.03 Physical Examination

Employer shall pay cost of physical examination prior to layoff to establish physical condition at time of layoff.

34:0025-1 SAVINGS CLAUSE

If any provision of this Agreement, or the application of any provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: (Default) Courier, 12 pt
Formatted: Normal
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Centered, Line spacing: single

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this _____ day of ~~October, 2007~~January, 2013, at Turlock, California.

~~TURLOCK FIREFIGHTERS LOCAL~~TURLOCK FIREFIGHTERS, LOCAL #2434

TURLOCK ASSOCIATED POLICE OFFICERS

Mike Harcksen, President Date Signed

TALBOT LAW GROUP

Timothy K. Talbot, Labor Representative Date Signed

NEGOTIATING TEAM MEMBERS – FIRE

Kain Packwood Date Signed

Kevin Forsythe Date Signed

Shaun Walker Date Signed

CITY OF TURLOCK

Roy Wasden, City Manager Date Signed

Sarah Eddy, Human Resources Manager Date Signed

APPROVED AS TO FORM

Phaedra Norton, City Attorney Date Signed

Formatted: Font: 12 pt
Formatted: Line spacing: single
Formatted: Font: 12 pt
Formatted: Font: 12 pt
Formatted: Indent: Left: 0"
Formatted: Indent: First line: 0"
Formatted: Font: 12 pt
Formatted: Line spacing: single

By: _____

Frank SaldivarMike Harcksen, President Gary Carlsonxxxxxxxx, Vice President

CITY OF TURLOCK

By: _____

Roy WasdenTim Kerr, City Manager

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Highlight

Formatted: Highlight

Formatted: Font: 12 pt

Formatted: Line spacing: single

ATTACHMENT A
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
SALARY LISTING

Effective 11/01/2012

Formatted: Font: 14 pt
Formatted: Font: 14 pt, Bold
Formatted: Font: 14 pt, Bold
Formatted: Font: Bold
Formatted: Font: Courier
Formatted: Left, Tab stops: Not at 0.25"
Formatted: Font: Not Bold

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	OCCUPATION
2	24.1	3926	4122	4328	4544	4771	FIREFIGHTER
2	27.1	4544	4771	5010	5261	5524	FIRE ENGINEER
2	30.1	5261	5524	5800	6090	6394	FIRE CAPTAIN
2	32.1	5800	6090	6394	6417	7050	FIRE BATTALION CHIEF

~~*TRFA - COLA 6% 3-1-07*~~

~~**BARG RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 OCCUPATION**~~

~~2 24.1 3703 3888 4083 4287 4501 FIREFIGHTER~~

~~2 27.1 4287 4501 4727 4963 5211 FIRE ENGINEER~~

~~2 30.1 4963 5211 5472 5745 6032 FIRE CAPTAIN~~

~~2 32.1 5472 5745 6032 6334 6650 FIRE BATTALION CHIEF~~

~~*TRFA - COLA 6% 7-01-08*~~

~~**BARG RANGE STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 OCCUPATION**~~

~~2 24.1 3926 4122 4328 4544 4771 FIREFIGHTER~~

~~2 27.1 4544 4771 5010 5261 5524 FIRE ENGINEER~~

~~2 30.1 5261 5524 5800 6090 6394 FIRE CAPTAIN~~

~~2 32.1 5800 6090 6394 6714 7050 FIRE BATTALION CHIEF~~

ATTACHMENT B

Formatted: Font: 14 pt

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434 COMPLAINT, GRIEVANCE, DISCIPLINARY APPEALS PROCEDURE

DEFINITIONS

Grievance: A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 *et seq.* of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

Complaint: A complaint is defined as an employee-initiated allegation or dispute concerning items which are not defined grievances a defined herein. Complaints shall be directed through the chain of command with the Fire Chief being the final appeal location unless the Fire Chief is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

GRIEVANCE PROCEDURE

Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

Notification

A grievance shall be submitted in writing and shall include, at a minimum, the:

1. Nature of the grievance,
2. Date when the incident occurred,
3. Description of the incident,
4. Rule violated, and
5. Specific remedy sought by the employee(s).

Steps in the Grievance Procedure

1. First Step – Informal Discussions

   Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step.

2. Second Step – Immediate Supervisor*

   (* If grievance involves immediate supervisor, this step shall be bypassed.)

   If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

3. Third Step – Department Head

   If the employee remains unsatisfied from the results of the second or third step, it may be submitted in writing to the employee's department head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The department head shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the department head. The department head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The department head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

4. Fourth Step – City Manager

   If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the department head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the department head's decision.

   Appeal to City Manager

   Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The

City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

DISCIPLINARY PROCEDURE

Application

The department head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. The department head or his designee will advise an employee that is subject to discipline within thirty (30) days from receiving information about that employee's possible violation of rules. Discipline is the enforcement of conformity to policies, rules, and regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defendable at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

1. Written Reprimands
   A written statement from the Fire Chief or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the Fire Chief to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. Appeals regarding written reprimands may be made to the department head. The department head's findings are final.

2. Suspension
   The temporary separation of the employee from City service without pay, for disciplinary purposes and not to exceed ten (10) shifts in one (1) calendar year.

3. Demotion in Rank or Pay
   A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step to a lower step or from a position in one class to a position in a lower-paid class. The Fire Chief may propose a demotion in accordance with defined disciplinary procedures.

4. Dismissal
The discharge of an employee from City service for disciplinary purposes by the City Manager.

Cause for Disciplinary Action

The causes for disciplinary action include any City rules, regulations, policies or procedures as outlined in Section 18:01 of the Personnel Resolution.

Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by department head or designee, reviewed by the Personnel Officer, and then delivered to the employee in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.

2. The charges being considered.

3. The proposed disciplinary action to be taken.

4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days (2 weeks) from the date the proposed disciplinary action is received to request an administrative hearing with Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

Notification of Decision

Within ten (10) working days (2 weeks) after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his/her behalf, the department head shall notify the employee of any disciplinary action to be taken and the effective date.

Appeal of Decision

The employee may appeal the decision within ten (10) days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

1. City Manager

The City Manager will hold a hearing with the employee within ten (10) days of receiving the appeal. Within ten (10) 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.

2. Advisory Arbitration to City Manager and City Council

For suspensions more than one (1) shift, demotions in rank or salary, or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

Selection of Arbitrator: Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.

Arbitration Hearing: The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator.

Council Determination: Within ten (10) days of receiving the opinion of the arbitrator and the administrative record, the City Manager shall forward them to the City Council together with a recommendation. The matter shall be placed on the City Council agenda for determination within twenty (20) days. The City Council shall consider the matter in closed session, unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen (15) days of the Council's decision.

ATTACHMENT C
CITY OF TURLOCK
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/ LOCAL #2434
PAY FOR PERFORMANCE CONTRACT GUIDELINES
2012/2013 Contract Year

Formatted: Font: 14 pt

Formatted: Font: 14 pt, Bold

Formatted: Font: 14 pt

Formatted: Font: 14 pt, Bold

Formatted: Font: 14 pt

Formatted: Font: 14 pt, Bold

Formatted: Font: 14 pt

PROGRAM:

Pay for Performance is an agreed upon contractual agreement between the employees of the Fire Service Area and the City of Turlock. This agreement is intended to be a benefit to the City as well as the employees that elect to participate. The program goal is to inspire individual growth and achievement in areas that will also benefit the citizens of Turlock. To achieve this, contracts can be designed to be multiple-year in nature. This allows the individual to gain proper knowledge and enhance working relationships.

Pay for Performance program is intended to serve the City and departmental goals. These goals will be identified and are separate from the job classification description of the employee that desires to participate. Lateral duties will serve to meet the City, and departmental goals.

Upon completion of the contract and specified targets, the employee will receive a stipend which may be distributed either on a monthly basis at 5% of his/her monthly salary or a lump sum of 4.25% of his/her annual salary.

Term of Contract:

October 1 through September 30.

To participate in the program, employees should submit a proposal to the Fire Chief or his/her designee. The Fire Chief will meet with other Department Directors during the month of September to review the upcoming proposals. This process is to coordinate with other affected Departments of possible lateral duties that could enhance their operations. Proposals must be turned into the Fire Chief or his/her designee for his/her approval by Tuesday **November 13th**. Other contracts may be approved during the course of the contract year in the event the Fire Chief determines that the proposed project fulfills the best interest of the City or Department and is comparable to the scope of other contracts in this program.

Conditions:

1) To be eligible, employees must complete their initial probationary period at a satisfactory level. Employees must maintain at least a satisfactory rating in the performance of their normal duties during subsequent contract years following their probation period.

2) The hours for a year long contract should be planned for and documented. Monthly status reports must be submitted to the administration chief. These reports should be brief and describe the progress and hours committed to your contract fulfillment.

3) Submitted proposals must be typed or printed legibly and describe in detail the goals of the proposal. This should also include target dates, needed materials, training, etc. Prior to approval of the proposal the Fire Chief or his designee must go over the proposal with employees. This meeting will serve to discover any areas of the proposal that are unclear to prevent miscommunication and to ensure success.

4) Training may be required to assist the employee in completing set goals. This training will constitute personal and professional development. The City and Department will sponsor this training and corresponding work relief as necessary. This element provides for individual growth and greater job understanding. Courses that are required for the maintenance of minimum job requirements do not meet the intent of this section of the contract.

5) The ideal contract length should be between 3 and 5 years. The contract will be renewed yearly if goals are achieved and the program is still viable. The viability of the programs will be determined by the Fire Chief and the City Manager. Individuals will be notified by **November 15th** of program or direction changes.

6) **Modification requests**: If during the course of the contract period, events occur outside the employee's control, which affect his/her ability to achieve a goal, the employee can request a contract modification. Such requests must be submitted no later than **May 14th.** Exceptions will be heard on behalf of the employee after the May 15th deadline if unforeseen circumstances require changing of a contract. The City Manager has final discretion over this program.

7) The Fire Chief or designee will monitor the program and will make suggestions of viable programs, projects and lateral duty assignments that would fulfill Department/City and Training/Education goals.

8) Lateral duty assignments will have similarity and compatibility to the general scope of normal job duties but would not be routinely performed in the course of performing regular job duties. To engage in performing lateral duties, employees would generally be required to complete specialized training before performing such duties.

   Lateral duties could include: routine building inspection, fire prevention, neighborhood watch, community safety education and hazardous materials management.

9) It may be necessary to engage in training, meetings, and/or other obligations to fulfill contract requirements while off-duty. However, employees may not dedicate in excess of 96 hours of off-duty time without prior approval of the Fire Chief or his/her designee. Any off-duty hours in excess of 96 in a contract year, with prior approval of the Fire Chief, will be paid at time and one half.

NOTE: Ninety-six (96) hours is equal to five percent (5%) of annual hours worked when paid at the over time rate of time and one-half.

(2912 X 5% = 145.6 / 145.6 – 12 months = 12.133 / 12.133 – 1.5 = 8.087 / 8 X 12 = 96

~~**ATTACHMENT C**~~

~~INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434~~

~~PAY FOR PERFORMANCE CONTRACT GUIDELINES – 2007/2009 Contract Years~~

Formatted: Font: 12 pt

Formatted: Font: Courier

Formatted: Normal, Left

Formatted: Font: 12 pt

~~**PROGRAM:**~~

~~Pay for Performance is an agreed upon contractual agreement between the employees of the Fire Service Area and the City of Turlock. This agreement is intended to be a benefit to the City as well as the employees that elect to participate. The program goal is to inspire individual growth and achievement in areas that will also benefit the citizens of Turlock. To achieve this, contracts can be designed to be multiple year in nature. This allows the individual to gain proper knowledge and enhance working relationships.~~

~~Pay for Performance program is intended to serve the City and departmental goals. These goals will be identified and are separate from the job classification description of the employee that desires to participate. Lateral duties will serve to meet the City, and departmental goals.~~

~~Upon completion of the contract and specified targets, the employee will receive a stipend which may be distributed either on a monthly basis at 5% of his/her monthly salary or a lump sum of 4.25% of his/her annual salary.~~

~~**Term of Contract:**~~

~~October 1 through September 30.~~

~~To participate in the program, employees should submit a proposal to the Fire Chief or his/her designee. The Fire Chief will meet with other Department Directors during the month of September to review the upcoming proposals. This process is to coordinate with other affected Departments of possible lateral duties that could enhance their operations. Proposals must be turned into the Fire Chief or his/her designee for his/her approval by **November 1st**. Other contracts may be approved during the course of the contract year in the event the Fire Chief determines that the proposed project fulfills the best interest of the City or Department and is comparable to the scope of other contracts in this program.~~

~~**Conditions:**~~

~~1) To be eligible, employees must complete their initial probationary period at a satisfactory level. Employees must maintain at least a satisfactory rating in the performance of their normal duties during subsequent contract years following their probation period.~~

2) The hours for a year-long contract should be planned for and documented. Monthly status reports must be submitted to the administration chief. These reports should be brief and describe the progress and hours committed to your contract fulfillment.

3) Submitted proposals must be typed or printed legibly and describe in detail the goals of the proposal. This should also include target dates, needed materials, training, etc. Prior to approval of the proposal the Fire Chief or his designee must go over the proposal with employees. This meeting will serve to discover any areas of the proposal that are unclear to prevent miscommunication and to ensure success.

4) Training may be required to assist the employee in completing set goals. This training will constitute personal and professional development. The City and Department will sponsor this training and corresponding work relief as necessary. This element provides for individual growth and greater job understanding. Courses that are required for the maintenance of minimum job requirements do not meet the intent of this section of the contract.

5) The ideal contract length should be between 3 and 5 years. The contract will be renewed yearly if goals are achieved and the program is still viable. The viability of the programs will be determined by the Fire Chief and the City Manager. Individuals will be notified by **November 15th** of program or direction changes.

6) **Modification requests**: If during the course of the contract period, events occur outside the employee's control which affect his/her ability to achieve a goal, the employee can request a contract modification. Such requests must be submitted no later than **May 17th**. Exceptions will be heard on behalf of the employee after the May 17th deadline if unforeseen circumstances require changing of a contract. The City Manager has final discretion over this program.

7) The Fire Chief or designee will monitor the program and will make suggestions of viable programs, projects and lateral duty assignments that would fulfill Department/City and Training/Education goals.

8) Lateral duty assignments will have similarity and compatibility to the general scope of normal job duties but would not be routinely performed in the course of performing regular job duties. To engage in performing lateral duties, employees would generally be required to complete specialized training before performing such duties.

   Lateral duties could include: routine building inspection, fire prevention, neighborhood watch, community safety education and hazardous materials management.

9) It may be necessary to engage in training, meetings, and/or other obligations to fulfill contract requirements while off-duty. However, employees may not dedicate in excess of 96 hours of off-duty time without prior approval of the Fire Chief or his/her designee. Any off-duty hours in excess of 96 in a contract year, with prior approval of the Fire Chief, will be paid at time and one half.

   NOTE: Ninety-six (96) hours is equal to five percent (5%) of annual hours worked when

~~paid at the over time rate of time and one half.~~
~~(2912 X 5% = 145.6 / 145.6 – 12 months = 12.133 / 12.133 – 1.5 = 8.087 / 8 X 12 = 96)~~

Formatted: Indent: Left: 0.25"

ATTACHMENT D
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
FITNESS GUIDELINES

Annual Incentive Fitness Testing

The annual fitness testing is comprised of two parts which are detailed below. Successful completion of the fitness testing will qualify the employee for the incentive pay listed in Section 10:07 in the MOU.

Part I: Blood pressure and step test.

Beginning in the month of August each employee wishing to participate must complete part one. The employee will have unlimited chances to complete this part. Each shift is designated a proctor from that shift which will conduct the testing while the employee is on-duty. The employee may choose to test off duty but will not be eligible to receive overtime pay for this activity.

Successful completion of part one is measured by the following. The Employee must have a BP lower than 140/90. This mean a reading of 140/90 will not pass, the numbers must be lower. The step test is the YMCA 3-minute Step Test. Employee's must have a one minute recovery heart rate equal to or better than the 55% ranking in the YMCA's document. A Cardio heart type monitor is used to record the recovery heart rate to eliminate the human error.

Part II: The obstacle course

In September two date per shift are selected by the fitness coordinator. Each date is posted via e-mail and on the activity calendar. These dates are to allow the employee an on-duty testing time. The employee may choose to test off-duty but will not be eligible for overtime pay to take the test. The employee has two opportunities to complete the obstacle course. The test is performed with the employee wearing long pants (sweats acceptable) and gloves. Comfortable shoes are to be worn, steel toe boots are not required.

Successful completion of the test is measure by age groups and a predetermined time, listed below:

COURSE TIME TABLE

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25
31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

Formatted: Font: 14 pt
Formatted: Font: 14 pt, Bold
Formatted: Font: 12 pt
Formatted: Centered
Formatted: Font: (Default) Arial, 12 pt, Bold
Formatted: Font: (Default) Arial, 12 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Border: Bottom: (Single solid line, Auto, 0.5 pt Line width)
Formatted: Font: 12 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Border: Bottom: (Single solid line, Auto, 0.5 pt Line width)
Formatted: Font: 12 pt
Formatted: Font: (Default) Arial, 12 pt
Formatted: Indent: First line: 0"
Formatted: Font: 12 pt, Not Bold
Formatted: Font: 8 pt
Formatted: Font: (Default) Arial, 12 pt

When all eligible employees have completed the test a list of names is provided to the Operation's Division Chief and the city administrative office to process payment.

Retesting:

Any employee who was eligible to test but did not for medical conditions or other unforeseen events may retest in March and receive payment as stated in the MOU. ~~It is agreed that existing language regarding Fitness Guidelines will be modified and agreed upon by the Union and Management, and will be incorporated into and considered part of this Memorandum of Understanding.~~

Obstacle Course

Event

#1 HOSE DRAG

Drag the uncharged 3" hose (150') forward to the ending cone. Drop the hose and round the cone. Walk back to the start.

#2 HOSE PULL

Round the cone. Pick-up the end of the hose and begin pulling the same hose back to the start. *Once the participate's feet are planted they may not move. No walking with the hose, arms only.* Walk to the dummy drag.

#3 DUMMY DRAG

Walk around the fire hydrant and enter the dummy drag between the two cones in the middle. Proceed to the dummy and drag it to the opposite side found. Drag the dummy around the cone with the head at the cone ready to go in the opposite direction. Exit the event through the two cones in the middle and go right. Walk to the back pack.

#4 BACK PACK

Walk around the cone and turn right. Walk to the back pack. Don the pack, no face piece. Walk to the axe.

The back pack will be worn for the rest of the course.

#5 AXE SWING

Pick-up the axe and strike the wood pole on the ground 25 times. The axe head must come up to the level of the ear. Walk to the ladder simulator.

#6 LADDER SIMULATOR

Hand over hand pull the ladder simulator halyard until the siren at the top is activated. Lower the simulator halyard hand over hand. *The halyard shall not run free through the hands, it must be lowered under control hand over hand.* Walk to the hose bundles.

Formatted: Border: Bottom: (Single solid line, Auto, 0.5 pt Line width)

Formatted: Font: 12 pt

Formatted: Indent: Left: 0"

Formatted: Font: (Default) Arial, 12 pt

Formatted: Left, Border: Bottom: (Single solid line, Auto, 0.5 pt Line width)

Formatted: Font: (Default) Arial, 12 pt, Bold, No underline

Formatted: Level 2, Keep with next

Formatted: Font: (Default) Arial, 12 pt

#7 HOSE STACK

Un-stack the hose. Put the first hose in the furthest ring on the ground. Continue to work back to the closest ring. After placing the last bundle in the ring raise your hands into the air. Now begin restacking the bundles. Start with the closest hose bundle and finish with the furthest. The stack should look the same as when you began. Walk to the charged hose.

#8 CHARGED HOSE DRAG

Pick-up the nozzle and drag it to the cones. Once the nozzle crosses the line drop it and return to the first coupling past the starting cones. Pick-up the coupling and place over the cone. Repeat for the next coupling up the line. Proceed to the nozzle and place it over the furthest cone. Walk to the finish line for time to stop.

Formatted: Font: (Default) Arial, 12 pt

PHYSICAL FITNESS TEST FOR INCENTIVE PAY

YEAR	
NAME	
AGE	
BLOOD PRESSURE	
RESULTS (PASS/FAIL)	
STEP TEST PULSE	
RESULTS (PASS/FAIL)	

	MEN 18-25	MEN 26-35	MEN 36-45	MEN 46-55	MEN 56-65
RATING	3-MIN STEP TEST	3-MIN STEP TEST	3-MIN STEP TEST	3-MIN STEP TEST	3-MIN STEP TEST
EXCELLENT	70 72 78	73 76 79	72 74 81	78 81 84	72 74 82
GOOD	82 85 88	83 85 88	86 90 94	89 93 96	89 93 97
ABOVE AVERAGE	91 94 97	91 94 97	98 100 102	99 101 103	98 100 101
AVERAGE	101 102 104	101 103 106	105 108 111	109 113 115	105 109 111
BELOW AVERAGE	107 110 114	109 113 116	113 116 118	118 120 121	113 116 118
POOR	118 121 126	119 122 126	120 124 128	124 126 130	122 125 128
VERY POOR	131 137 164	130 140 164	132 142 168	135 145 158	131 136 150

OBSTACLE COURSE TIME		
RESULTS (PASS/FAIL)		
RESULTS (PASS/FAIL)		
ATTEMPT #		

COURSE TIME TABLE

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25

31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

[redacted]

Formatted: Font: 12 pt

ATTACHMENT E
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434
DRUG FREE WORKPLACE POLICY

ARTICLE 1: PURPOSE

Formatted: Font: 12 pt, Bold, Underline
Formatted: Font: Bold, Underline
Formatted: Underline
Formatted: Font: 12 pt, Underline
Formatted: Font: 12 pt

It is the purpose of this policy to maintain a Drug Free work environment, to eliminate substance abuse and its effects in the workplace and to ensure that employees are able to perform their duties safely and efficiently in the interests of the public, the city their fellow employees and their own interests as well.

POLICY

Local 2434 and the City recognize that drug or alcohol use in the workplace is a serious problem, which can jeopardize employee safety, morale and productivity, and/or service to the public. The parties further recognize the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in the workplace. The City and the Local 2434 agree that employees who use or possess illicit drugs or alcohol on the job have committed a violation of this policy.

The City and Local 2434 recognize that employees have a right to personal privacy and confidentiality as long as their conduct does not affect their ability to fulfill their duties to the employer. The goals of this policy are to prevent drug and alcohol use and impairment on the job and to encourage voluntary treatment and rehabilitation of those employees who acknowledge having a drug or alcohol problem that affects their ability to fulfill their employment duties. The City is supportive of those who seek help voluntarily and may authorize the use of earned sick leave, vacation, or leave of absence. The City will be equally committed in identifying and disciplining those who continue to be substance abusers and do not seek help. The City and Local 2434 acknowledge, in accordance with the Drug-Free Workplace Act of 1988 that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and that specific actions shall be taken with employees for violations of such prohibition.

APPLICATION

This policy agreement applies to all employees holding classifications represented by Local 2434 and pertains to alcohol, and to all substances, drugs or medications, legal and illegal, that could impair an employee's ability to effectively and safely perform the functions of the job. All testing pursuant to this agreement will be based solely upon "Reasonable Suspicion".

ARTICLE 2: NOTICE AND EDUCATION

Formatted: Font: 12 pt
Formatted: Font: Bold, Underline
Formatted: Underline
Formatted: Font: 12 pt

All bargaining unit employees shall be provided with a copy of this agreement. Newly hired employees represented by this association shall be given a copy of this agreement upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The City shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.

All employees including management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any supervisor who has not received appropriate training shall be deemed incapable of having "Reasonable Suspicion" under this agreement unless such reasonable suspicion is consistent with the criteria outlined in Article 4-C.

ARTICLE 3: PROHIBITED CONDUCT AND MEMBER RESPONSIBILITIES

Formatted: Underline
Formatted: Font: 12 pt

1. No employee shall possess or use any illegal substance or drugs while on duty.
2. While on duty, no employee shall bring onto city property or have in his or her possession or ingest any alcoholic beverage, controlled substance or drug, illicit or illegal, unless such employee has lawfully been prescribed the controlled substance by his or her physician.
3. Members shall not present themselves for duty while under the influence of drugs or alcohol.
4. Determination of "Being under the Influence of" must be made on a case by case basis as described in Article 4-C.
5. The employee shall notify their supervisor of the effects or possible effects of medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment. The employee is not required to disclose the name of the drug or the reason for which the drug was prescribed.
6. Employees must provide, within a reasonable period of time, bona fide verification of a valid prescription for any potentially impairing drug or medication identified when a drug screen and confirming (gas chromatography-mass spectrophotometry) test is positive.

ARTICLE 4: REASONABLE SUSPICION DRUG TESTING

Formatted: Underline
Formatted: Font: 12 pt

A. The City may require an employee to submit to a medical evaluation or a drug screen only where the employer has a reasonable suspicion that the employee is under the influence of drugs and alcohol while on duty, and where the specific procedures provided below are followed.

B. Random, Mass or individually scheduled testing of employees for drugs or alcohol, which is not based on reasonable suspicion and not performed pursuant to the

specific procedures described below, is prohibited by this article of the collective bargaining agreement.

C. Reports of drug use or aberrant behavior which are not confirmed by specific observations as provided below shall not constitute reasonable suspicion.

"Reasonable Suspicion" exists only when all of the following elements are present:

1. An employee observes another employee exhibiting aberrant or bizarre behavior, inability to do their job, using an illegal substance at the work-site, possessing drugs or alcohol at the work-site or other signs or symptoms of being under the influence;

2. The employees behavior or symptoms are observed and confirmed by a supervisor;

3. The symptoms and/or behavior are of the type recognized and accepted by medical science is being under the influence caused by alcohol or controlled substances; and

4. In determining if reasonable suspicion exists the supervisor shall consider other factors (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.) which may explain the behavior of the employee.

D. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this agreement.

E. Each supervisor, employee or other witness who observes on duty conduct tending to establish reasonable suspicion will document in writing the specific symptoms or behaviors observed at the time of the observation. The supervisor will record the date, time and location of their observations.

F. When a bargaining unit employee has reasonable suspicion that a management or other non-bargaining unit employee may be under the influence or impaired while on duty, the bargaining unit employee or employees may report that suspicion to the next level supervisor (up to and including the department head) who is then under an obligation to investigate.

ARTICLE 5: PRE-TESTING PROCEDURE

Formatted: Font: Bold
Formatted: Font: Bold, Underline
Formatted: Underline

A. No drug testing or medical evaluation of the employee may be ordered without the written consent of the City Manager, Fire Chief or designee. When a manager has reasonable suspicion that an employee is under the influence or impaired by alcohol or a controlled substance, he or she shall notify the fire chief or designee and provide the information of reasonable suspicion required by Article 4. Upon such notification the Chief or designee shall, if possible, observe the employee exhibiting

the suspicious conduct and/or symptoms and shall interview the employee. The suspected employee shall have the right to union representation during such interview if he or she so requests, and the employee shall be advised of that right by the Chief or his/her designee prior to the interview. The employee and, if applicable, the union representative shall upon request be given copies of all available documentation of reasonable suspicion and have sufficient time to review these documents before the interview commences. During the interview the Chief or designee shall give the employee the opportunity to explain his or her condition, and the Chief or designee shall keep a record of the interview.

B. If, after observing and conversing with the employee, reviewing the reporting manager's documentation and fairly considering the employee explanation, the Chief of designee believes reasonable suspicion exists that the employee is under the influence of alcohol or controlled substance, he/she may order the employees to undergo drug screening pursuant to the following procedures. Such order shall be in writing, signed by the Chief or designee and provided upon request to the employee and/or the union.

C. If reasonable suspicion exists, the employee shall have two options if ordered to submit a drug test:

1. Submit urine/blood testing for the presence of a controlled substance and release the results to the director of Human Resources and the Department Head;

2. Decline Testing

D. If the drug test results for a controlled substance are positive, the employee will be subject to disciplinary action which may result in discharge.

E. The employee may elect to enter a drug rehabilitation program after careful review of the employee's record with the approval of the Fire Chief. If the employee completes the program the employee may be returned to his or her former position and will be subject to random testing.

F. If the employee meets the criteria for reasonable suspicion and refuses to comply with an appropriate order to submit to drug testing the employee must be advised that such refusal constitutes insubordination and that serious disciplinary action up to and including discharge may result.

ARTICLE 6: TESTING PROCEDURE

Formatted: Underline
Formatted: Font: 12 pt, Underline
Formatted: Font: 12 pt

A. Employees ordered to submit a medical evaluation or drug test shall be referred to a designated medical facility. The employee shall be driven to the clinic by a person designated by the city and may be accompanied by the union or other representative if the employee chooses.

B. The employee shall produce and submit a urine sample or blood specimen or other appropriate specimen for analysis.

C. The employee can be required to submit urine samples in accordance with appropriate chain of custody procedures. The employee shall, upon request provide a blood sample or other specimen in lieu of a urine sample.

D. The employee may request that the union representative be allowed to accompany the employee to the testing site and observe the process consistent with the chain of custody procedures.

E. The collection of the specimen shall be in accordance with standard protocol procedures. All specimen containers shall be sealed with tamper-proof evidence tape and labeled with the employee's identification number in the presence of the employee and the union representative, if applicable.

F. All the testing shall be done by a laboratory certified and licensed by the state of California. Such laboratory shall perform such quality assurance measures as will ensure the accuracy of the results it reports.

G. All samples shall be tested using a screening test such as thin layer chromatography, high-pressure liquid chromatography of antibody/immunological testing. Following the screening test all positive samples must be subject to a confirming test using gas chromatography-mass spectrophotometry (GC-MS) both samples must be determined to be "positive" on the screening and confirmatory tests to be deemed positive.

H. The standard for finding of "positive" shall be in accordance with the standards established by in the U.S. Department of Health and Human Services.

I. Using scientifically accepted protocol a sample of the urine shall be set aside for independent testing if the employees request for 180 days.

ARTICLE 7: INTERPRETING TEST RESULTS

Formatted: Underline
Formatted: Underline
Formatted: Font: 12 pt

A. The result of the urine or blood test shall be reported to the fire chief/personnel director.

B. If the results are negative, the physician or health care practitioner shall immediately report that fact to the Fire Chief/Personnel Director shall notify the affected employee. When the results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse.

C. If the sample is positive, it may be concluded that the employee was recently exposed to the drug. Neither the city nor the physician may conclude that the individual was under the influence on the job on the basis of the test results alone. The City may consider the positive result together with the symptoms observed pursuant to Article 6 above, and form a judgment as to whether or not the employee was under the influence of alcohol or a controlled substance at the time of the test. Such conclusions shall be reported, in writing with the reasons therefore, to the employee.

D. The City shall, if requested, present the employee with a copy of all the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms and a copy of all materials upon which a disciplinary action is based. If the union and/or the employee elects not have a split sample test within 120 hours the City can proceed with appropriate action.

E. After considering the results of the split test performed for the employee, if presented, the City may impose discipline on the employee in accordance with the Article 8, below.

F. The City may discipline employees in accordance with the discipline section of the MOU.

G. Except as provided in the item (above), the test results and other related lab test reports if any shall be transmitted directly to the Fire Chief/Director of Personnel and shall appear in an employees general personnel folder only as a sealed document. The reports or tests results may be disclosed to City Management on a strictly need-to-know basis and to the tested employee upon request. Disclosure, without patient consent, may also occur when: (1) The information is compelled by law or by judicial or administrative process; (2) The information has been placed at issue in a formal dispute between the employer and the employee; (3) The information is to be used in administering an employee benefit plan; (4) The information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.

ARTICLE 8 : VOLUNTARY TREATMENT OR REHABILITATION

Formatted: Font: Bold
Formatted: Underline
Formatted: Font: 12 pt

A. Employees on their own volition may seek voluntary assistance for alcohol or substance abuse problems without prejudice. Voluntary assistance does not include situations where the substance abuse problem has been discovered by the City. An employee who seeks voluntary assistance shall not be disciplined or illegally discriminated against for seeking such assistance. Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.

B. Treatment in such programs may be covered by the employee or by the medical plan.

C. Any drug or alcohol testing performed pursuant to a voluntary treatment or rehabilitation program shall remain confidential.

ARTICLE 9: MISCELLANEOUS PROVISIONS

Formatted: Underline
Formatted: Font: 12 pt

A. Confidentially. Results of all urine and/or blood tests performed pursuant to this agreement will be considered medical records and will be held in confidentiality to the extent permitted by law.

B. Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on internal investigation of off duty misconduct.

C. Interpretation of Policy. Any disputes over the meaning or application of this agreement shall be resolved pursuant to grievance arbitration procedure of the collective bargaining agreement.

D. No Union liability or City liability. The City and Local 2434 agree to indemnify, defend each other harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The city shall have the exclusive right to determine whether any such claim of suit shall or shall not be compromised, resisted, defended, tried or appealed.

E. Conflict with other laws. This agreement is in no way intended to supersede or waive an employee's federal or state constitutional rights and/or protections.

ARTICLE 10: EMPLOYEE ASSISTANCE PROGRAM

Formatted: Heading 2, Left

Formatted: Font: 12 pt

The City and Local 2434 encourages the voluntary utilization of employee assistance programs (EAP). All EAP contracts are held in strict confidence by the EAP unless the employee request, through specific written release of information that the Personnel Director, Supervisor Bargaining Unit or other parties be notified.

The employee's compliance with the EAP program is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary participation in the EAP or any other treatment service. Use of the program does not represent absolution for unsatisfactory job performance or conduct.

Sick leave can be made utilized for self-referral appointments during regular work hours if the employee is unable to schedule them during off work hours. Any earned leave time may be utilized for EAP participation. If an employee requires additional leave time he/she may request a medical leave of absence subject to approval by the Fire Chief.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can call the EAP provider and arrange an appointment with a counselor.

Attachment F
Pers Valuation
(Correct footer of PERs valuation)

Formatted: Font: (Default) Arial, 14 pt
Formatted: Heading 1
Formatted: Font: 8 pt
Formatted: Left
Formatted: Font: 8 pt
Formatted: Font: 8 pt

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

EXHIBIT A

April 8, 2011

Sarah Tamley Eddy
Human Resources Manager
168 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

Formatted: Font: Times New Roman, 12 pt

Formatted: Heading 1, Left, Tab stops: Not at 0.25" + 0.56" + 1.13" + 1.75" + 2.38" + 3" + 3.63" + 4.5"

CITY OF TURLOCK INC. 1908

156 S. BROADWAY, SUITE 235 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5529

Turlock Firefighters, Local #2434
Side Letter Agreement

Subject: Adopting a Side Letter Agreement to amend the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2012 through October 31, 2013

Date: January 22, 2013

WHEREAS, the City of Turlock ("Employer" or "City') and Turlock Firefighters, Local #2434 ("Union") (hereinafter collectively the "Parties") have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, on October 26, 2012, the Parties reached an agreement which the Union bargaining representatives agree to recommend ratification of to their membership and the Employer bargaining representatives agree to recommend adoption of by the City Council of the City of Turlock; and

WHEREAS, all terms and conditions of the Memorandum of Understanding between the City of Turlock and Turlock Firefighters, Local #2434 dated November 1, 2012 through October 31, 2013 shall continue in full force and effect, except as modified by this side letter dated January 22, 2013.

The terms of this side letter agreement are as follows:

1. **TERM:** All provisions of the 2012-2013 Memorandum of Understanding between the parties shall continue from November 1, 2012 through October 31, 2013 except as modified in this agreement.

2. **PERS:** Notwithstanding Section 11:00 of the MOU, during the term of this side letter agreement, November 1, 2012 through October 31, 2013, employees will pay 9% of the Employer's contribution designated as Unfunded Liability (UL) and attributable to the amendment to the PERS contract dated July 1, 2004 on the

valuation dated April 6, 2011. The total 9% PERS contribution shall be deducted as a pre-tax employee pension expense.

3. **BINDING ARBITRATION:** During the term of this side letter agreement November 1, 2012 through October 31, 2013, as an alternative to Advisory Arbitration identified in the Side letter dated August 26, 2011, FIRE 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 16, 2011 and October 31, 2013 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.

4. **48-96 SCHEDULE:** The 48/96 schedule was implemented on a trial basis from January 1, 2010 through December 31, 2010 and was extended from January 1, 2010 through December 31, 2011. Pursuant to this side letter agreement, the 48-96 Schedule will be extended through October 31, 2013.

5. **ADDITIONAL TERMS OF THIS SIDE LETTER AGREEMENT:**

   (a) During the term of this side letter agreement, November 1, 2012 through October 31, 2013, the Parties agree to meet and confer on modifications to non-economic issues, including review and modification to the disciplinary appeals process to comply with FFBORA.

   (b) Sunset provision: This side letter agreement and the modifications contained herein shall automatically terminate (sunset) on October 31, 2013. Upon the termination/sunset of the modifications contained herein, the employee benefits modified by this side letter agreement will be restored to the benefits as they existed in the T.F.L. #2434 Memorandum of Understanding dated November 1, 2012 – October 31, 2013.

(c) Modification to this side letter agreement: The modification of the employee's contributions to benefits as set forth in this side letter agreement may be decreased from time to time in not less than six (6) month increments, in the event that there is an increase in the City's general fund revenue. Any whole percentage increase in the City's general fund revenues after revenue and expenditures are balanced will result in a proportional decrease in the employee's contribution to the benefits modified by this side letter agreement.

(d) Budget reports: City will provide to the City Council and to T.F.L #2434 a quarterly, mid-year, and annual budget report during the term of this side letter agreement.

(e) Additional Concessions from Employees: City will not seek additional concession from T.F.L. #2434 under the current Memorandum of Understanding or this side letter agreement. However, if the City's financial conditions worsen or if City's budgetary strategies fail to bridge the budgetary deficit in the current fiscal year or the coming fiscal years, the City reserves any and all of its management rights to lay off employees. In the event that, in City's sole discretion, layoffs become imminent, City will provide thirty (30) calendar days notice to T.F.L. #2434. T.F.L. #2434 may request on behalf of its membership to meet and confer over other cost-cutting strategies in lieu of layoffs, which may include modification of the terms of this side letter agreement.

(f) Management Rights: 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 side letter agreement 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.

Turlock Firefighters Local #2434

Mike Harcksen, President	Date
Tim Talbot, Esq.	Date

City of Turlock

Roy W. Wasden, City Manager	Date
Phaedra Norton, City Attorney	Date
Sarah Tamey Eddy, Human Resources Manager	Date

RECEIVED

DEC 17 2012

Office of the City Clerk

CLAIM FORM

(Please type or print)

5Q

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: The City of Turlock
(Name of Entity)

Claimant's name: Ruben Prusso

SS#: [redacted] **DOB:** 2-12-1963 **Gender:** Male X Female ___

Claimant's address: 550 Angelus Street, Turlock California 95380

Claimant's Telephone Number(s): 209-568-5656

Address where notices about claim are to be sent, if different from above: The Ledger Law Firm 5160 Birch Street, Suite 100 Newport Beach, California 926600

Date of incident/accident: June 20, 2012

Date injuries, damages, or losses were discovered: June 20, 2012

Location of incident/accident: on Lyons Street by Denair Park located at 850 East main St. Turlock, California 95380.

What did entity or employee do to cause this loss, damage, or injury? please see attached separate sheet.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? The City of Turlock

What specific injuries, damages, or losses did claimant receive? please see attached separate sheet.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : N/A

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☐ **DOES NOT EXCEED $25,000** ☒ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)?
please see attached separate sheet.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 12-13-2012 **Signature:** [signature] (Attorney for claimant)

If signed by representative:

Print Representative's Name Melanie Renee Harris Telephone 800-675-7918

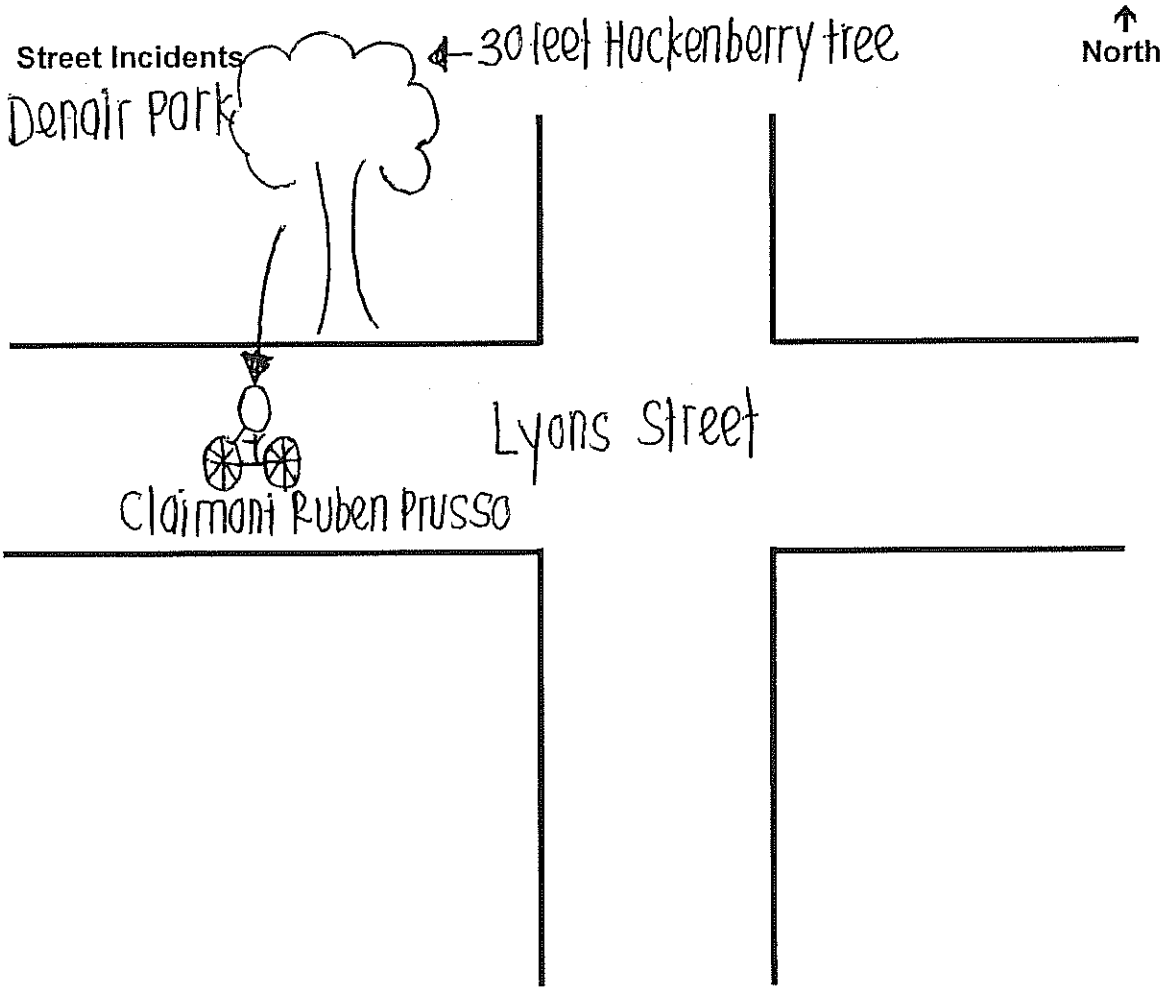
Address 5160 Birch Street, Suite 100 Newport Beach, California 926600

Relationship to Claimant Attorney

DIAGRAMS

General Diagram

↑
North



What did entity or employee do to cause this loss, damage, or injury?

The City of Turlock crew should have been aware of trees that are at risk of falling such as this 30 feet tall Hackenberry tree. The owner of the tree is responsible for damages caused. The owner is determined by where the trunk sits. This 30 feet tall Hackenberry tree sits on the City of Turlock's property. (Please see Police Report attached as EXHIBIT A. Please also see pictures enclosed depicting the injuries Claimant Ruben Prusso sustained due to the 30 feet Hackenberry tree falling on top of him.)

California Code of Civil Procedure §833 states:

"Trees whose trunks stand wholly upon the land of one owner belong exclusively to him, although their roots grow into the land of another."

Landowner has duty to inspect tree to determine if it is healthy or hazardous, remove branches or tree itself. If the tree falls or causes injury, the owner is liable.

What specific injuries, damages, or losses did claimant receive?

Diagnosis

Post-Concussion syndrome

Complaints

Laceration to head
Multiple burns and scratches to back
Multiple burns and scratches to left arm
Severe/chronic headaches
Severe/chronic neck pain
Severe/chronic shoulder pain
Severe/chronic back pain
Dizziness
Fatigue/Lethargy/Tired
Nausea
Vomiting
Depression
Anxiety

How was this amount calculated (please itemize)?

MEDICAL SPECIALS

American Medical Response (EXHIBIT B)	$2,833.46
Emmanuel Medical Center Facility (EXHIBIT C)	$39,646.75
Emmanuel Medical Center Physician (EXHIBIT D)	$1,405.00
Emmanuel Medical Center Radiology (EXHIBIT E)	$1,521.00

Sargon Malek, D.C. (EXHIBIT F)	$3,774.00
TOTAL MEDICAL SPECIALS:	**$49,180.21**

TOTAL DAMAGES

Special Damages:	$49,180.21
General Damages:	$100,000.00

TOTAL DAMAGES TO DATE: $149,180.21

RECEIVED
JAN - 2 2013
CITY ATTORNEY

RECEIVED
DEC 1 3 2012
City of Turlock
Administrative Services

5R

CLAIM FORM
(Please type or print)

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668

CLAIM AGAINST: Administrative Services city of Turlock
(Name of Entity)

Claimant's name: Hugo E. Ticas

SS#: [redacted] **DOB:** 9-12-1949 **Gender:** Male ✓ Female ___

Claimant's address: 243- Angelus st. Turlock CA 95380

Claimant's Telephone Number(s): (209) ~~409~~-6776 - (209) 656-9074: Home *
cell: 450-7864

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: ~~Noviembre 06 2012~~ DECEMBER 05-11, 2012

Date injuries, damages, or losses were discovered: ~~Noviembre 06 2012~~ DECEMBER 05-11, 2012

Location of incident/accident: 243- Angelus st. Turlock CA 95380

What did entity or employee do to cause this loss, damage, or injury? Development Service Department Engineering Division
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? City the Turlock

What specific injuries, damages, or losses did claimant receive? mi refrijerador (GE)

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed: I bough my refrigetor for $1,200 two year ago. →

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) please check one box:

☒ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? that's How much I pay for my refrijerator a year ago in Home Depot.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 12-12-2012 **Signature:** [signature]

If signed by representative:

Print Representative's Name ___ Telephone ___

Address 243 ~~Angelus st~~ Turlo

Relationship to Claimant ___

January 2012

read on back

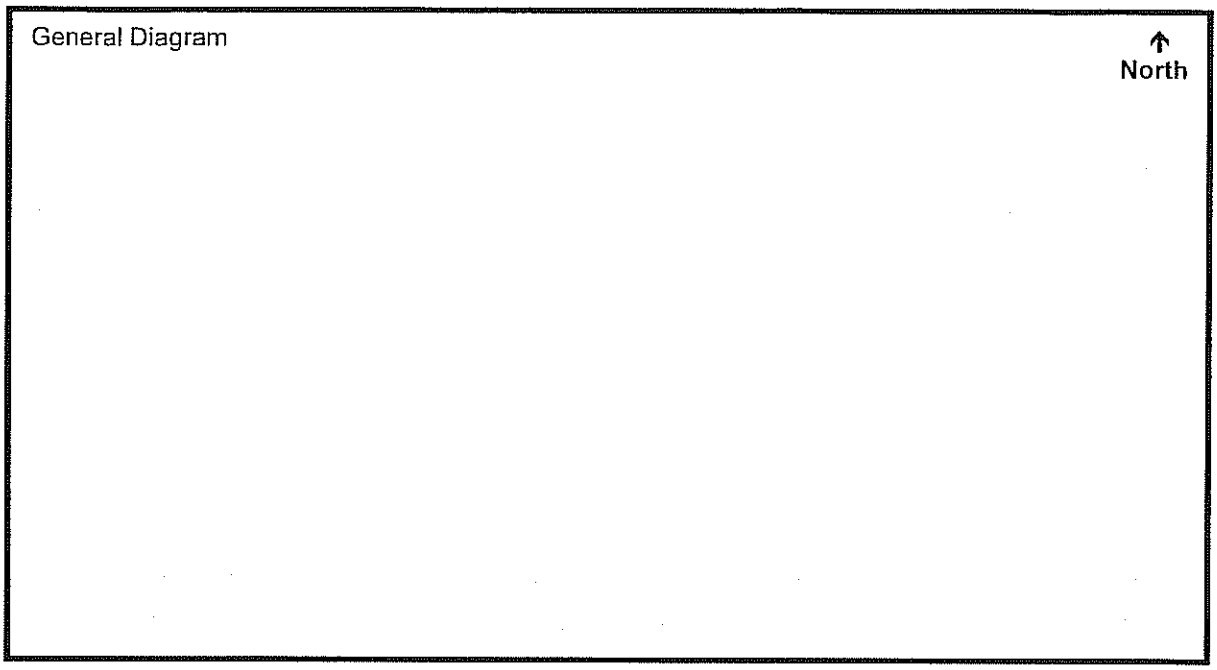
Note. the city workers of Turlock where working in my street Angelus Street. They were changing the water lines in the whole street. while they where working my refrigetor stop working the due to after they change the water lines were sending sand dirt and rust particles into my house or water lines. and it plug the water fauset to my bathroom. my refrigrator is not working in the water line.

Mr. Jim Gillenwater had send one of his workers to fix the problem it work like for 3 hours but then it stop working again. They came 2 times and they could not fix it. what I want is to have my refrigetor work like it did before you change the water lines

DIAGRAMS

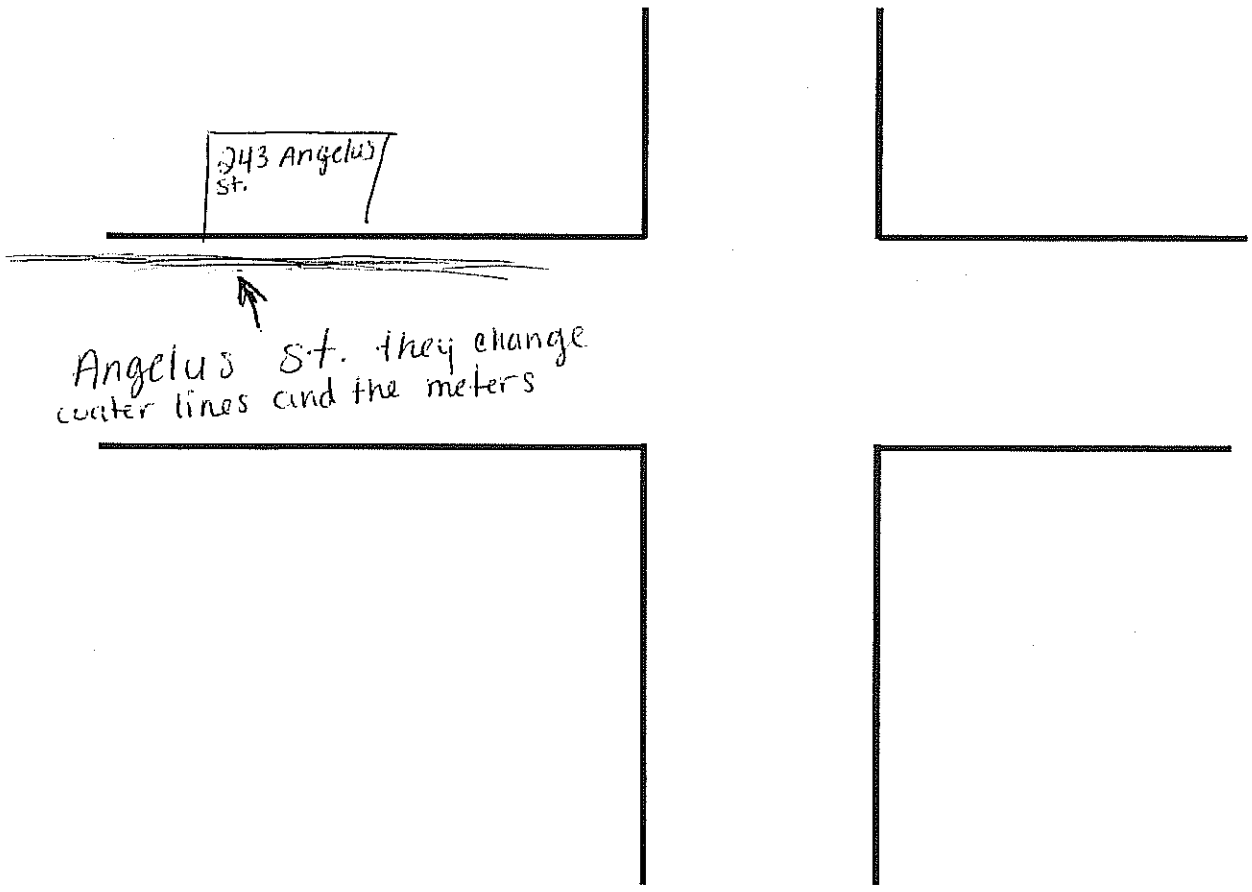
General Diagram

North



Street Incidents

North



ADVANCED HEATING & AIR

HVAC CONTRACTORS

7051 West Walnut Winton, CA 95388 - PO BOX 1173 WINTON CA 95388
Office: 209-358-7921 Cell: 209-564-6800
www.advanced-heating-and-air.info

Lic.# 966433

Invoice

☐ Estimate

Valid 30 Days Only

Date: 12-28-12

Name:	Hugo E. Ticas Monroy
Address:	243 Angelus St. Turlock CA 95380
Phone:	209-656-9074 or - 409-6716

QUANTITY	DESCRIPTION	PRICE	TOTAL
	Limpieza de Lineas		
	de agua y Barbula		
	Total Labor		$175.00

SUBTOTAL	
SALES TAX	
SHIPPING	
TOTAL	$175.00

NOTES

Estimates are for labor only, material additional. We will not be responsible for loss or damage caused by fire, theft, testing or any other causes beyond our control.

X [signature]

CUSTOMER SIGNATURE

Thank You For Your Business!

5S

Council Synopsis

January 22, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2012-039 and adopting the amended Personnel System Rules and Regulations regarding Reclassification

2. DISCUSSION OF ISSUE:

Currently, Section 12.04 of the Personnel System Rules and Regulations regarding Reclassification states when the duties of a position have changed materially, that position shall be allocated by the City Manager to a more appropriate class, whether new or already created, in the same manner as originally classified and allocated. The proposed amendment changes the language in Section 12.04, Reclassification, allowing an employee who believes the duties of their position substantially changed can request through their division manager that a job audit be conducted by Human Resources if deemed appropriate (see exhibit A).

3. BASIS FOR RECOMMENDATION:

Staff recommends approval of this amendment in that when an employee notifies their Division Manager requesting a review of their job duties, the Division Manager shall consult with the Human Resources Director and request that Human Resources conduct a job audit if deemed appropriate.

The proposed language is also amended to state the employee shall be notified in writing of the final determination within ninety (90) days of the request. If it is found the duties of the employee's position have substantially changed, the duties may be reassigned or the position shall be allocated by the City Manager to a more appropriate class, whether new or already appropriate (see exhibit A).

Strategic Plan Initiative A. Effective Leadership

Goal(s): b. Internal department service improvements
c. Hire, develop and retain the best and most qualified employees
d. Succession planning

4. FISCAL IMPACT / BUDGET AMENDMENT: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

1. Council may choose to not amend the Personnel System Rules and Regulations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2012-039 AND ADOPTING THE AMENDED PERSONNEL SYSTEM RULES AND REGULATIONS REGARDING RECLASSIFICATION	**RESOLUTION NO. 2013-**

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-501 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, since its initial adoption, numerous amendments have been made to the Personnel System Rules and Regulations; and

WHEREAS, the most recent amendment, Resolution No. 2012-039, adopted March 13, 2012, amended Sections 13.05 "Salary Review Date" and 17.03 "Probationary Appointments" changing the requirements of serving a new probationary period when an employee has been reclassified from one job classification to another job classification; and

WHEREAS, the proposed amendment to the Personnel System Rules and Regulations changes the language in Section 12.04 Reclassification allowing an employee who believes the duties of their position substantially changed can request through their division manager that a job audit be conducted by Human Resources if deemed appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2012-039 and adopts the amended Personnel System Rules and Regulations attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Exhibit A

Formatted: Font: 14 pt

PERSONNEL SYSTEM RULES AND REGULATIONS

REVISED AND ADOPTED
BY CITY COUNCIL

RESOLUTION NO.

Deleted: 2012-039

Deleted: MARCH 13, 2012¶

PERSONNEL SYSTEM RULES AND REGULATION

INDEX

10.00 GENERAL
.01 Purpose
.02 Definition of Terms

11.00 ADMINISTRATION

12.00 CLASSIFICATION
.01 Preparation of Plan
.02 Adoption of Plan
.03 Allocation of Positions
.04 Reclassifications

13.00 COMPENSATION
.01 Preparation of Plan
.02 Adoption of Plan
.03 Characteristics of Compensation Plan
.04 Administration of Compensation Plan
.05 Salary Review Date

14.00 RECRUITMENT
.01 Announcement
.02 General Standards
.03 Minimum Standards
.04 Disqualification of Applicants
.05 Employment of Relatives

15.00 EXAMINATIONS
.01 Preparation
.02 Types of Examinations
.03 Grading of Examinations
.04 Frequency of Examinations

16.00 ELIGIBLE LISTS
.01 Rule of Five
.02 Re-Employment Lists
.03 Removal

17.00 APPOINTMENTS
.01 Kinds of Appointments
.02 Extra Help Appointments
.03 Probationary Appointments
.04 Regular Appointments
.05 Trainee Appointments
.06 Emergency Appointments

Deleted: Resolution No. 2012-039

18.00 PERFORMANCE EVALUATION
.01 Causes for Discipline

19.00 ATTENDANCE AND LEAVE
.01 Holidays
.02 Vacations
.03 Sick Leave
.04 Bereavement Leave
.05 Injury Leave
.06 Military Leave
.07 Special Leave with Pay
.08 Special Leave without Pay
.09 Jury Duty
.10 Hours of Work
.11 Attendance
.12 Overtime

20.00 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT
.01 Transfer
.02 Promotion
.03 Demotion
.04 Salary Reduction
.05 Suspension without Pay
.06 Reinstatement

21.00 SEPARATION FROM THE SERVICE
.01 Discharge
.02 LAYOFF; Reductions in Force
.03 Resignation

22.00 GRIEVANCES AND APPEALS
.01 Informal Procedure
.02 Formal Procedure

23.00 EMPLOYEE CONDUCT
.01 Political Activity
.02 Solicitation of Contributions
.03 Acceptance of Gifts
.04 Outside Employment
.05 Use of City Equipment
.06 Financial Affairs

24.00 TRAINING OF EMPLOYEES
.01 Responsibility for Training
.02 Authorization for Training and Conferences

25.00 PERSONNEL RECORDS

Deleted: Resolution No. 2012-039

PERSONNEL SYSTEM RULES AND REGULATIONS

10.00 GENERAL

10.01 PURPOSE

These rules are applicable to the competitive service and shall be interpreted uniformly in order to:

a. Obtain and retain the best qualified personnel available for competitive and exempt service;

b. Assure that appointments and promotions shall be made according to merit and fitness to be ascertained, so far as practicable by competitive examination; and

c. Assure, through appeal provisions, that disciplinary actions or separations from the service be fair to employees of the competitive service and consistent with the best interest of the City.

10.02 DEFINITION OF TERMS

The following terms whenever used in these rules, shall be construed as follows:

"ADVANCEMENT" means a salary increase of one or more steps within the limits of the salary range established for a class.

"ALLOCATION" means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

"APPOINTING AUTHORITY" means the City Manager is designated by the City Council to make appointments to any position in City service except City Attorney.

"CERTIFICATION" means the referral of eligible candidates for appointment consideration from an appropriate eligible list to a Department Director who has a vacancy which has been approved by the City Manager to fill.

"CLASSIFICATION OR CLASS" "Classification" or "Class" means the organized designation of all positions in the City service such that positions having substantially similar duties and responsibilities are assigned the same descriptive title, and the same requirements as to education, experience, knowledge and ability demanded of incumbents, and so that the same schedule of compensation may be made to apply with equity.

"CLASSIFICATION DESCRIPTION OR CLASS SPECIFICATION" means the written description of the characteristics of a class, prepared and maintained in the Personnel Department, setting forth the definition, typical tasks, minimum qualification and other relevant standards and information.

"CITY" shall mean the City of Turlock, California.

"COMPETITIVE SERVICE" means all positions and employees which are not specifically exempt by the Personnel Ordinance.

Deleted: Resolution No. 2012-039

"CONTINUOUS SERVICE" means service (employment with the City) without a break or interruption. In computing continuous service, approved leaves of absence shall not be considered as a break in service. Other absences in excess of 90 days in any twelve-month period shall be considered as a break in continuous service for the purpose of computing total years of service.

"DATE OF APPOINTMENT" means the first day of appointment to the competitive service with the City.

"DATE OF SEPARATION OR TERMINATION" means the last day of officially recorded employment with the City.

"DEPARTMENT DIRECTOR" means an individual appointed by the City Manager to direct the operation of an established department.

"DEMOTION" means change in status from a position in one class to a position in another class having a lower salary range or to a lower salary step in the same salary range.

"ELIGIBLE LIST" means an officially established list of candidates who have been examined and determined to be qualified to be appointed to a particular classification.

"ELIGIBLE" means a person whose name is on an eligible list by receiving a passing score in an examination process.

"EMERGENCY APPOINTMENT" means an appointment of temporary duration made solely to avert or assist during a civil disaster, or an imminent danger to persons or property.

"EXEMPT SERVICE" means a position (generally management level) in City Service that serves at the pleasure of the appointing authority, either the City Manager or the City Council.

"EXTRA HELP" means employment in the exempt service which is generally for short period of time to assist in high work load periods or to substitute in a regular employee's absence. Part-time and seasonal employees fall into this category.

"LAY OFF" means termination from employment because of lack of funds or material change in the duty or organization of a department, or the City as a whole, in the provision of services.

"LEAVE OF ABSENCE" means written permission to be absent from duty for a specified period of time. The employee with this permission has the right to return to the same classification at the expiration of such period.

"OPEN EXAMINATION" means an examination for a particular classification, open to all qualified applicants.

"MUNICIPAL SERVICE" means the group of employees that are appointed to serve in full time, allocated positions for the City of Turlock.

"PERFORMANCE EVALUATION" means a written evaluation of an employee's performance of their assigned duties which is conducted on at least an annual basis and placed in the employee's file.

"PERSONNEL OFFICER" means the City Manager or designee.

Deleted: Resolution No. 2012-039

"PERSONNEL ORDINANCE" means Article 5, Chapter 4, Title 2 of the Turlock Municipal Code which creates a personnel system for the city.

"POSITION" means any office or employment in the municipal service, whether occupied or vacant which is allocated by the City Council.

"PROBATIONARY PERIOD" means a working test period for a minimum of 12 months, during which an employee is required to demonstrate his fitness for the position by actual performance of the duties and may be released from employment without the right of a hearing.

"PROMOTION" means the movement of an employee from one position to another having a higher maximum rate of pay.

"PROMOTIONAL LIST" means an eligible list resulting from a promotional examination.

"PROMOTIONAL EXAMINATION" means an examination for a particular classification in which the admission to the examination is limited to qualified employees in the municipal service.

"REGULAR EMPLOYEE" means an employee who has successfully completed their probationary period.

"REINSTATEMENT" means the re-employment, without examination, of a former regular employee within one year from the date of resignation from the municipal service. Reinstatement must have the recommendation of the affected Department Director and approval by the City Manager.

"SALARY RANGE" means a range of pay which has five steps or increments of pay that are separated by five percent differentials.

"SUSPENSION" means the temporary separation from service of an employee without pay, for disciplinary purposes.

"TRANSFER" means a change of an employee from one position to another position in the same class or another class having essentially the same maximum salary limits, involving the performance of similar duties and requiring substantially the same basic qualifications.

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

11.00 ADMINISTRATION

The City Manager shall be responsible for the administration of these rules.

12.00 CLASSIFICATION

12.01 PREPARATION OF PLAN

The City Manager shall prepare a plan of classification of all positions in the municipal service according to similarity of authority, responsibility and duties, and according to similarity of required training, skills and experience. Class specifications shall include:

Deleted: Resolution No. 2012-039

a. Classification title and brief description.

b. A summary of typical duties and responsibilities assigned to the classification.

c. A statement of the training, experience, and other qualifications required of the class.

12.02 ADOPTION OF PLAN

The classification plan shall be approved in whole or in part, or may be modified by resolution of the City Council. The classification plan may be amended, and the City Council may create new classes, or abolish existing classes in the same manner.

12.03 ALLOCATION OF POSITIONS

Following the adoption of the classification plan, the City Manager shall allocate every position in the competitive and exempt service to one of the classes established by the plan.

12.04 RECLASSIFICATION

Deleted: When the duties of a position have changed materially, that position shall be allocated by the City Manager to a more appropriate class, whether new or already created, in the same manner as originally classified and allocated.

Formatted: Font: (Default) Arial, 11 pt

Any employee who believes that the duties of their position have substantially changed may notify their Division Manager and request a review of the job duties and responsibilities. The Division Manager shall consult with the Human Resources Director and request that Human Resources conduct a job audit if deemed appropriate.

The employee shall be notified in writing of the final determination within ninety (90) days of the request. If it is found that the duties of the employee's position have substantially changed, the duties may be reassigned or the position shall be allocated by the City Manager to a more appropriate class, whether new or already created.

13.00 COMPENSATION

Deleted: ¶
¶

13.01 PREPARATION OF COMPENSATION PLAN

The City Manager shall prepare a compensation plan covering all classes of positions in the municipal service with designated rates of pay.

In arriving at such salary ranges, consideration shall be given to prevailing rates of pay for comparable work in other public and private employment, including consideration of local conditions of work as well as basic pay; to current cost of living; to suggestions of Department Directors; and to the City's financial condition and policies, and such others sources of information as are deemed necessary. The City Manager shall thereafter make such further studies of the compensation plan as may be requested by the City Council, or as considered desirable.

13.02 ADOPTION OF PLAN

The City Manager shall submit the proposed pay plan to the City Council. The Council shall adopt or amend and adopt the proposed plan in the same manner as the adoption of the classification plan. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position, unless the salary schedule for the

Deleted: Resolution No. 2012-039

class is amended in the same manner as herein provided for its adoption.

13.03 CHARACTERISTICS OF THE COMPENSATION PLAN

1. Each salary range consists of a minimum step, a maximum step and three intervening steps.
2. The increase from one step to the next step in each range is five (5) percent.
3. Each range starts at the second step of the range below it and goes one step higher than the range below it. This does not pertain to sub-ranges.

13.04 ADMINISTRATION OF THE COMPENSATION PLAN

Salary increases within the established salary range shall not be automatic, but shall depend upon an overall satisfactory performance rating as reflected in a performance evaluation signed by the Department Director and approved by the City Manager.

The first step is the minimum rate and should normally be the hiring rate for the class. The City Manager may hire above this step in case of an unusually well-qualified person or in a tight labor market, or when such action, in his opinion, clearly appears to be in the best interests of the City.

Employees will not normally be eligible for consideration of an increase to the second step until they have given fully satisfactory performance for a period of twelve (12) continuous months at the first step and passed their probationary period. Salary advancement to the third, fourth, and fifth step will be based on an overall performance evaluation rating of satisfactory or above in conjunction with normal salary review date.

13.05 SALARY REVIEW DATE

An employee's salary review date shall be the date of completion of 12 months continuous full-time service at a step.

An employee's salary review date shall be changed under the following conditions:

a. Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities, and salary range shall not be altered unless the employee is required to serve a new probationary period.
b. Promotion. The salary review date of an employee promoted to a position which involves either an increase in responsibilities or duties and an increase in salary range shall be altered to coincide with the effective date of the promotion.
c. Reclassification. The salary review date for an employee reclassified to a position requiring performance of duties at a higher level of responsibility and pay will be changed to one (1) year from the effective date of the reclassification if the reclassification results in more than a five (5) percent raise. If the reclassification results in a five percent increase or less, the employee's salary review date will remain the same.
d. Demotion. The salary review date of an employee demoted to a position which involves either a reduction in responsibilities or a change in duties and a reduction in salary range

Deleted: Resolution No. 2012-039

shall be altered to coincide with the effective date of such demotion.

e. Y-Rate. When the salary of an incumbent exceeds the top step of the salary range to which they have been demoted, their salary shall be frozen until the fifth step of the new classification equals or exceeds their present salary. At that time they will become eligible for cost of living adjustments granted to incumbents of the classification or bargaining unit should their classification be a single position class. When the salary of the affected incumbent falls within the range of the lower classification, they will be placed on a salary step at least equal to their present salary and maintain their previous review date.

   The Y-Rate shall be established for one (1) year from the effective date of the demotion. At the end of one (1) year, an incumbent whose salary continues to exceed the range of the new classification shall be placed on the fifth step established for the new classification.

f. Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay for whatever reason, for more than thirty (30) calendar days shall be adjusted by advancing the review date by the total number of such days. Provided, however that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California.

14.00 RECRUITMENT

14.01 ANNOUNCEMENT

The Personnel Officer shall recruit for positions in the municipal service positions by such methods as considered necessary, such as by posting on public bulletin boards, and advertising in professional trade journals and other mass media.

Announcements shall briefly specify the title and pay range of the position class; the nature of the work to be performed; qualifications necessary or desirable for the performance of the work in the class; the dates, time, place and manner of taking application and examinations; and other pertinent information.

14.02 GENERAL STANDARDS

Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the positions to which appointments are to be made. No applicant shall be discriminated against on account of race, religion, color, creed, political beliefs, sex, physical or mental handicap, marital status, national origin, or age.

14.03 MINIMUM STANDARDS

All applicants shall meet the minimum standards prescribed by applicable class specifications at the time of appointment and shall pass a medical examination administered by a licensed medical doctor, selected and paid by the city, to determine physical fitness for the position to which an appointment is to be made.

14.04 DISQUALIFICATION OF APPLICANTS

Deleted: Resolution No. 2012-039

The Personnel Officer may reject an application or subsequently refuse to certify an applicant who:

A. Does not possess the minimum qualifications established for the position;

B. Is physically or psychologically unfit for the satisfactory and safe performance of the duties of the position;

C. Has been dismissed for cause from public service;

D. Has used or attempted to use personal or political influence to further eligibility or appointment;

E. Is engaged in and would refuse to discontinue employment, activity, or enterprise which, if continued while a City employee, would be in direct conflict of interest with City duties;

F. Has practiced or attempted to practice any deception, fraud or omission of a material fact in the application or examination, or in securing eligibility for appointment;

G. Has been convicted of a criminal offense involving moral turpitude. The word "convicted" shall be construed to mean a conviction by a verdict, by plea of guilty or nolo contendere or upon a judgment of the court, a jury having been waived, without regard to subsequent disposition of the case by suspension of sentence, probation or otherwise. The word "moral turpitude" shall be construed to mean any act of baseness, vileness, or depravity, or any act done contrary to justice, honesty, modesty, or good morals, or an act done with deception or through corrupt motives;

H. Has been convicted of:

   1. Crimes against persons including:
      a. Murder or aggravated assault (Penal Code Sections 187 and 245)
      b. Rape (PCS 261)
      c. Kidnapping (PCS 209)
      d. Armed Robbery (PCS 211)
      e. Sex offenses as defined in Penal Section 285 (incest), 286 (sodomy), 288 (child molesting) and 647.6 (misdemeanor child molesting).
   2. Crimes against property including:
      a. Arson (Penal Code Section 451)
      b. Burglary (PCS 459)
      c. Receiving or selling stolen goods (PCS 484, 496)
      d. Forgery and issuing bad checks (PCS 470, 476a)
      e. Theft (PCS 487, 488)
      f. Embezzlement (PCS 504 et seq.)
      g. Crimes involving controlled substances included within the scope of Health and Safety Code Section11350, 11351.5, 11352, 11353, 11354, 11355, 11378.5, and 11379.

Deleted: Resolution No. 2012-039

ACCESS TO CRIMINAL HISTORY INFORMATION

For the purpose of obtaining information concerning the foregoing, the Personnel Officer is authorized to have access to State Summary Criminal History Information pursuant to Penal Code Section 11105(b) (10) and to require, as a condition of employment, the fingerprinting of new employees.

FINGERPRINTING

The Personnel Officer shall establish and maintain a fingerprinting system on all new employees as a condition of employment. Refusal on the part of the employee to be fingerprinted or failure to report for fingerprinting shall be cause for dismissal.

14.05 EMPLOYMENT OF RELATIVES, ANTI-NEPOTISM POLICY, AND CONFLICT OF INTEREST LIVING ARRANGEMENTS RELATING TO CITY EMPLOYMENT.

Except as to persons already employed on the effective date of this section as it relates to their current position and relationship on January 11, 1994. No person related to a full-time or part-time employee, elected or appointed City Officer, or contract employee by blood, or marriage, or quasi-married to the third degree of relationship or in a domestic living arrangement shall be appointed or transferred into a department employing such relative in a direct conflict of interest position.

For the purpose of this section, a direct conflict of interest shall mean a situation in which the employee of the relative or person with whom they have entered into such a relationship would be in a position to affect the terms and conditions of one another's employment, including making decisions about work assignments, compensation, discipline, salary advancement, promotion or performance evaluation.

A. Definitions. As used in this section:

1. "Relative" means spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or another individual related by blood, marriage, or quasi-marriage in the same household as a City employee.
2. "Domestic Living Arrangement" means a living arrangement which includes, but is not limited to, shared housing as roommates, tenants, co-tenants, or co-owners of real property, or domestic partners between opposite or the same sexes living in the same household with a City employee.
3. "Employee" means any person who is compensated for performing work and services rendered to the City of Turlock.

B. Application.

1. City-wide - Relatives or domestic partners of those listed below may not be employed anywhere in the City organization:
   a. City Council members and other elected City officials;
   b. Standing Board and Commission members;
   c. The City Manager, City Attorney, and Department Directors of the City;

Deleted: Resolution No. 2012-039

d. The Human Resources Manager of the City.

EXCEPTION: Relatives or domestic partners of employees of the City Manager, City Attorney, Department Directors, and the Human Resources Manager may be employed on a part-time basis in any department other than the City Manager's, City Attorney's, Human Resources or the affected Department Director.

2. Within Departments - The employment of relatives is prohibited within a Department when they:

   a. work on the same shift at the same work site - the affected Department Director will determine whether an assignment of a relative as described above can be accommodated by appointment to an alternate shift or work site based on department size and variety of functional areas of responsibility; **and**

   b. share a supervisorial/subordinate relationship; **or**

   c. are related, as defined hereinabove, to a confidential employee of the City.

3. Marriage, Quasi-Marriage or Roommates Within Departments - When two employees of the same Department get married, or are living in the same household in a quasi-marital arrangement, or as room-mates, and their positions place them in a conflict of interest relationship as defined above one of the following must occur:

   a. The Human Resources Department will attempt to arrange a transfer to a similar position in another Department or reorganize duties within the same department so that a non-conflict position exists. Usually the employee in the most junior classification will make the transition. There can be no guarantee that a new position will be within the same classification or at the same salary level;

   b. Notwithstanding the foregoing, newly married, quasi-married or roommate employees may continue to work in the same Department when so requested by the Department Director and the request is approved by the City Manager or his designee. However, the following conditions will apply. They may not (i) report to the same supervisor, (ii) be supervised by their spouse, quasi-spouse, domestic partner or roommate, or (iii) work the same shift at the same work site as their spouse, quasi-spouse, domestic partner or roommate;

   c. One of the spouses, quasi-spouses, domestic partner or roommate must be separated from City employment if a transfer is not available or approval for retention is not authorized. If one of the spouses, quasi-spouses, domestic partners, or roommates does not voluntarily resign, the one who is most junior as it relates to total years of service with the City of Turlock will be discharged."

15.00 EXAMINATION

15.01 PREPARATION

The Personnel Officer shall prepare or have prepared any tests that are deemed necessary for a valid and equitable determination of the fitness of applicants for the positions to which appointments are to be made.

Such tests may include, but shall not be limited to, the use of achievement and aptitude tests, other written tests, personal interview, performance tests, evaluation of daily work

Deleted: Resolution No. 2012-039

performance, work samples or any combination of these which will, in the opinion of the Personnel Officer, test fairly the qualification of candidates. Physical and medical tests may be given as part of any examination.

In any examination the Personnel Officer may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefore.

15.02 TYPES OF EXAMINATION

Examinations shall be Open, Open-Promotional, or Promotional, and may be Formal or Informal as defined herein:

a. Open Examinations shall be open to all qualified applicants.

b. Open-Promotional Examination shall be open to all qualified applicants. Certification of eligibles may be limited to include only city employees based on the request of the affected Department Director and concurrence by the City Manager

c. Promotional Examinations shall be limited to qualified employees of the competitive service holding an allocated position.

d. Formal Examinations shall include a written test and may include oral, performance and physical tests to be given to applicants.

e. Informal Examinations shall include an appraisal of an applicant's training, experience and other pertinent characteristics and may include oral, performance and physical tests.

15.03 GRADING OF EXAMINATIONS

The personnel Officer shall establish the minimum passing score for each test and the lowest total score on an examination required to qualify the applicants to be considered for appointment. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examination unless otherwise specified in the published selection process for each recruitment. Failure of the applicant to pass one part of the examination shall disqualify the applicant from taking other parts of the examination.

15.04 FREQUENCY OF EXAMINATIONS

An eligible list shall be established at the conclusion of the examination process for a particular classification. Eligible lists shall be effective for a period of six (6) months from the date of the qualifying exam. Eligible lists may be extended at the request of an affected Department Director or the Personnel Officer for a period of no more than six (6) months. Eligible lists may be abolished prior to the six (6) month period if there are fewer than five (5) qualified or interested candidates for the position.

16.00 ELIGIBLE LISTS

16.01 RULE OF FIVE

The Personnel Officer shall certify candidates for appointment consideration who have successfully tested and achieved placement on the eligibility list. Generally, the top five ranking active candidates on the eligibility list shall be certified to the Department Director for appointment consideration for one vacancy. One additional candidate will be certified for each additional vacancy

Deleted: Resolution No. 2012-039

that exists. The Department Director may appoint any of the candidates certified, regardless of rank.

Deleted: Resolution No. 2012-039

A certification may be expanded to reach candidates with special qualifications i.e. bilingual abilities, special certificates or licenses or in order to promote appointments of candidates who are under represented in a particular classification. Expanded certifications may also be utilized when filling sworn public safety positions in Police and Fire due to the higher hiring standards that must be followed prior to final appointment consideration.

16.02 RE-EMPLOYMENT LISTS

The names of probationary and regular employees who have been laid off due to a reduction in force shall be placed on appropriate re-employment lists in the order of the competence, from highest to lowest. Competence shall be based on past evaluations of employee and recommendations of the affected Department Director with concurrence of City Manager. Re-employment eligibility shall be for one year from the date of lay-off. Re-employment lists shall be used as a basis for reinstatement of former employees in accordance with Section 20.05 of these Rules.

16.03 REMOVAL FROM ELIGIBLE LISTS

An applicant may be removed from a given eligible list for any one of the following reasons:

a. Refusal to accept appointment to a position;
b. Appointment to a position;
c. Request of the applicant for removal from the list;
d. Substitution of a new eligible list;
e. Failure to continue to meet any of the minimum standards established for the position for which the eligible list was prepared;
f. Disqualification for reasons stated in Section 14:04

17.00 APPOINTMENTS

17.01 KINDS OF APPOINTMENTS

Appointments to compensated positions shall be Probationary, Regular, Extra Help, or Emergency. The City Manager shall make all appointments after consultation with the respective Department Director. If a qualified applicant can not be found for a particular position, the City Manager may create a similar position of lower class, and fill that position in accordance with these rules.

The City Manager may fill vacancies during suspensions or pending proceeding on separations and demotions.

17.02 EXTRA HELP APPOINTMENTS

In the absence of appropriate eligible lists, the City Manager may appoint an applicant meeting minimum training and experience requirements of the position to work on a full or part time schedule.

Deleted: Resolution No. 2012-039

Upon satisfactory performance and at the discretion of the City Manager, an extra help employee may be appointed to an allocated full time position after satisfactory full-time service of not less than six months.

Part-time and seasonal employees shall be also designated as extra help employees.

17.03 PROBATIONARY APPOINTMENTS

Probationary appointments are for the purpose of providing a work performance evaluation period prior to filling positions on a regular appointment basis. The City Manager shall make probationary appointments upon recommendation of the Department Director from the top applicants certified on the appropriate eligible lists. The appointee shall be subject to the following conditions and limitations:

a. The probationary period shall be twelve (12) months, except the probationary period for police personnel represented by T.A.P.O. shall be 18 months.

b. Employees may be dismissed during the probationary period at any time without right of appeal.

PROMOTION: An employee promoted to a different position will serve a new one year probationary period. An employee released during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he was promoted, if a vacancy exists. An employee would be reinstated unless the reason for which he/she was released, in the opinion of the City Manager, renders such employee ineligible for the former position.

RECLASSIFICATION: An employee whose position has been reclassified may be required to serve a new probationary period. The department director will make a discretionary decision as to whether an employee, who has been reclassified from one job classification to another job classification, serve a new probationary period. In the event an employee is a long term employee in good standing, has served in an out of class assignment that is subsequently reclassified, the director may or may not choose to require the employee serve a new twelve (12) month probationary period.

DEMOTION: An employee who is demoted to a position to which they had not previously attained regular status will serve a new probationary period.

TRANSFER: An employee transferred to the same or comparable position in another department may be required to serve a new probationary period.

The probationary period of an employee may be extended by the City Manager, upon recommendation of the Department Director, for not more than six (6) months.

17.04 REGULAR APPOINTMENT

Regular Appointments are for the purpose of providing a regular complement of full-time employees in the municipal service to discharge the duties and responsibilities assigned to the work force of the City. Regular appointments shall be made by the City Manager upon receiving a certification from the employee's Department Director that the employee has successfully completed the established probationary period for their classification.

Deleted: Resolution No. 2012-039

17.05 TRAINEE APPOINTMENTS

Regular full-time positions may be filled by trainee appointment from amongst those persons who possess, or will gain during the period of their trainee appointment, the minimum qualifications for regular appointment. A trainee who fails to so qualify will be terminated upon or before the expiration of the appointment. Duration of trainee appointments may be for up to a maximum of two (2) years, with the approval of the City Manager. Trainees will be compensated at least ten (10) percent less than the first step for the classification for which they are training. Trainee classifications are assigned to the exempt service.

17.06 EMERGENCY APPOINTMENT

In case of civil disaster or emergencies involving imminent danger to life or property, or to protect the city's interests, any Department Director may appoint any persons available to alleviate the danger. Emergency appointments shall be terminated as soon as the danger is alleviated.

The Department Had shall notify the City Manager of such action as soon as practicable.

18.00 PERFORMANCE EVALUATION

Each employee shall receive an annual performance appraisal in conjunction with their review date that is completed by their Department Director and approved by the City Manager prior to placement in the employee's personnel file. The performance evaluation must accompany all recommendations for step advancement. The performance evaluation will provide employees with job related information about their performance.

If the employee's performance appears to be impaired by continuous illness, the City manager may require him to obtain a medical examination by a designated physician, at City expense.

18.01 DISCIPLINE OF REGULAR EMPLOYEES OF THE COMPETITIVE SERVICE

Causes for Discipline

An Employee in the competitive service who has regular status is subject to disciplinary action. Each of the following shall constitute cause for discipline:

A. Omission of willful misrepresentation of material fact or other fraud in securing employment;

B. Incompetence;

C. Inefficiency;

D. Inexcusable neglect of duties;

E. Insubordination;

F. Dishonesty

G. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitate for proper performance of duties by prior use of drugs. The terms "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;

Deleted: Resolution No. 2012-039

H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins;

I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contender, to a charge of a

felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;

J. Discourteous treatment of the public or other employees;

K. Willful disobedience;

L. Misuse of City property;

M. Inconsistent, incompatible or conflicting employment, activity or enterprise;

N. Violation of an established departmental rule;

O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment.

P. Excessive Absenteeism.

19.00 ATTENDANCE AND LEAVE

19.01 HOLIDAYS

All municipal employees except Police and Fire employees will observe the following legal holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

Other holidays may only be granted by City Council.

When holiday falls on a Sunday, the following Monday shall be observed.

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Paid holidays shall be granted only to all regular and probationary employees. Police and Fire employees and other special situation employees shall be given compensatory time off as authorized by the Department Director concerned or as covered in their memorandums of understanding.

Temporary part-time and seasonal employees shall not be entitled to paid holidays.

Deleted: Resolution No. 2012-039

19.02 VACATIONS

Only probationary and regular employees shall be entitled to paid vacation leave. Temporary, part-time and seasonal employees shall not be entitled to paid vacation leave.

An employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for his full annual vacation leave. After six (6) months of continuous service he may be permitted by his Department Director to take vacation leave not to exceed the amount of vacation leave earned to that time.

The times during a calendar year at which an employee may take his vacation shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the service. An employee shall be required to take at least one (1) calendar work week of earned vacation leave per year. An employee may, with Department Director approval, take 15 consecutive work days off of accrued vacation. Additional leave beyond this may be taken with the approval of the City Manager.

Holidays falling within an annual vacation leave shall not be charged as vacation leave.

Probationary and regular employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned which is computed on the employee's base hourly rate of pay at the time of termination.

19.03 SICK LEAVE

Sick leave with pay shall be earned by full-time probationary and regular employees from the date of current service with the City at the rate of one (1) work day for each calendar month service. Sick leave use shall be considered as a privilege which an employee may use with discretion, and shall be allowed only in the case of necessity and actual sickness or disability of the employee or because of illness in his immediate family.

Sick leave shall be accumulated at the rate of 12 days a year. Fire Department sick leave use shall be based on one 24-hour shift being equal to two sick days leave.

A maximum of six (6) days of annual sick leave may be used for illness of the employee's immediate family. (According to California law, employees are entitled to use up to one-half (1/2) of their sick leave earned annually for illness of their immediate family.) If an employee is absent because of illness, he must notify his Department Director or his immediate supervisor at least one (1) hour prior to the time set for beginning his daily duties. If an employee is ill for more than three (3) working days (two (2) working shifts in the case of Fire Department employees) for any one illness, he is required to furnish a doctor's certificate to the Personnel Officer. Employees demonstrating an above average use of sick leave or, patterned sick leave use, may be required to provide a doctors certificate.

In December of each year each employee having at least 4 years continuous employment with the City shall be paid for 50 percent of their sick leave earned during the previous 12 month period, less the amount of sick leave taken during the previous 12 month period. The remaining 50 percent of unused sick leave shall be added to the employee's current accumulated total of unused sick leave. If an employee retires or dies while in city service, he or his beneficiary shall be paid for 25 percent of their unused sick leave. Employees terminated for cause shall not be eligible for any

Deleted: Resolution No. 2012-039

sick leave payments.

Accumulated sick leave hours are to be used for absences due to illness. Other leave time on the books may only be used for absences due to illness when all sick leave is exhausted and approval is granted by the Department Director.

19.04 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:

1. If the services are within three hundred (300) miles of the City of Turlock, not to exceed four (4) working days.
2. If the service is more than three hundred (300) miles from Turlock, not to exceed six (6) working days.

The degrees of consanguinity shall be determined as follows:

1st Degree	**2nd Degree**
Spouse	Grandmother/Grandfather
Mother/Father	Granddaughter/Grandson
Son/Daughter	Sister/Brother

Relationships noted above shall include in-laws and step relations.

Authorized Bereavement leave shall not be charged to sick leave.

19.05 INJURY LEAVE

Any employee incurring an injury or disability in the municipal service shall be entitled to injury leave to the extent provided by the State Worker's Compensation and Insurance Act. Any employee on injury leave shall receive full salary to the extent that their earned vacation and sick leave time is available to be charged for the difference between the full salary and the compensation insurance payments received by the City. Provided, however that such full salary payments are subject to the following conditions:

a. Worker's Compensation insurance payments received by the employee, except payments received for permanent total or partial disability, shall be deposited in the City Treasury for the period the employee continued to receive full salary from the City; and,

b. Upon the expiration of available earned vacation leave and sick leave, payment of salary by the City shall be discontinued and compensation insurance payments applicable to continued compensation leave shall be and compensation insurance payments applicable to continued compensation leave shall be endorsed to the employee. Once an employee has exhausted their time on the books, continuation of benefits will cease. Employees may elect to pay the premiums on insurance plans which they wish to continue coverage.

   SAFETY EMPLOYEES – Safety employees who are injured as a result of performing their jobs, are covered under Section 4850 of the Labor Code as it relates to administration of Worker's Compensation benefits.

Deleted: Resolution No. 2012-039

19.06 MILITARY LEAVE

Military leave shall be granted in accordance with Section 395 of the Military ad Veterans Code. An employee entitled to military leave shall give his Department Director an opportunity within the limits of military regulations to determine when such leave shall be taken.

19.07 SPECIAL LEAVE WITH PAY

Special leave with pay may be granted by the City Council for an employee to participate in activities of benefit to the City.

19.08 SPECIAL LEAVE WITHOUT PAY

A maximum of six (6) months of Special Leave Without Pay may be granted an employee by the City Manager when ever such leave is considered to be in the best interest of the City. In determining the City's interest in granting Special Leaves of Absence without pay, the City Manager will consider: the performance ratings of the employee requesting the leave, the reasons for the leave and the ability of the affected department to continue its provision of service without employee.

19.09 JURY DUTY AND COURT WITNESS

A leave of absence with pay will be granted by a Department Director to an employee who is called for jury duty. Any payment, except travel pay, received by the employee shall be deposited with the City.

A leave of absence with pay will be granted by a Department Director to employees who have been requested to serve as a court witness because of employment with the City.

A leave of absence may be granted by a Department Director to employees who have been requested or subpoenaed to serve as a court witness for any other reason; however, employees will be required to utilize accrued time off in order to be paid for that time off.

19.10 HOURS OF WORK

All offices of the City, except those for which special regulations are required, shall be open for business on all days of the year except Saturdays, Sundays, and Holidays continuously from 8:00 a.m. until 5:00 p.m.

Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective Department Director and approved by the City Manager.

19.11 ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. (Each Department Director shall enforce attendance requirements and shall keep attendance records of employees under his supervision, which records shall be reported to the City Manager or designee in the form and on the dates he shall specify.) Any absence from work taken upon the initiative of any employee and without prior authorization as provided for in these rules shall be the basis for immediate dismissal by the City Manager if such absence is found to be unwarranted or regarded as detrimental to the municipal service.

Deleted: Resolution No. 2012-039

19.12 OVERTIME

Upon prior authorization of the Department Director or due to unusual emergencies, overtime or compensatory time off may be approved in units of not less than one-half hour, as determined by the Department Director, at the compensation rate of time and one half per overtime hour worked. Whenever possible, compensatory time shall be accrued instead of overtime for payment. Employees accruing compensatory time off will be encouraged to take time off in the same week the extra work was performed.

Over-time provisions shall be in compliance with the Fair Labor Standards Act.

This section does not apply to management employees.

20.00 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT

20.01 TRANSFER

After written notice to the City Manager, an employee may be transferred by the Department Director at any time from one position to another position in the same or comparable class. If the transfer involves a change from the jurisdiction of one Department Director to another, both must consent thereto unless the City Manager orders the transfer for purposes of economy or efficiency. No person shall be transferred to a position for which he does not possess the minimum qualifications. Employees who transfer into another department or like classification may be required to serve a new probationary period as a condition of transfer.

20.02 PROMOTION

The City Manager, after consulting the Department Director concerned, shall determine whether vacancies in the municipal service shall be filled by promotion from within the municipal service, or by open competition, whichever he considers to be in the best interest of the service.

20.03 DEMOTION

The City Manager, after consulting with the Department Director concerned, may demote an employee whose ability to perform his required duties falls below standard, or for a disciplinary purpose or due to a re-organization which results in a lesser level of responsibility to be performed by the incumbent. No employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of the demotion shall be given the employee two (2) weeks before the effective date of the demotion.

20.04 SALARY REDUCTION

After consulting with the appropriate Department Director, the City Manager may make salary reductions within the allowed salary range as a result of an employee's diminished service value.

20.05 SUSPENSION WITHOUT PAY

A Department Director, for clearly stated reasons of just cause, may suspend an employee under his supervision, for as much as three (3) work days without pay. The Department Director shall submit a report of such action to the City Manager as soon as practicable, during the period of the suspension.

Deleted: Resolution No. 2012-039

20.06 REINSTATEMENT

Upon recommendation of the affected Department Director and the approval of the City Manager, an employee who has resigned with a good record may be reinstated to his former position, if vacant, or to a vacant position in the same or comparable class within one (1) year from the date of his resignation.

21.00 SEPARATION FROM THE SERVICE

21.01 DISCHARGE

An employee other than a Department Director may be discharged by the City Manager after consulting the Department Director concerned. A Department Director may be discharged by the City Manager with the consent of the City Council. Any employee of the competitive service who has been discharged is entitled to receive a written statement of the reasons for such action, and to a hearing if he requests, as provided in the Personnel Ordinance and Section 23.00 of these rules.

The City Manager and the City Attorney may be discharged only by the City Council.

21.02 LAYOFF: REDUCTIONS IN FORCE

The City Manager may lay off an employee in the municipal service upon two (2) weeks written notice because of material change in duties, organization or shortage of work or funds.

A statement certifying whether or not the services of the employee have been satisfactorily shall be given the employee, and a copy shall be kept in the personnel file. If the employee's services have been satisfactory, he shall be considered for re-employment for up to one year from the date of lay off. If not certified as having given satisfactory service, the employee may request a hearing as provided by the Personnel Ordinance and these rules.

An employee having seniority based on continuous service in the affected classification and having given satisfactory service may be demoted or transferred to another vacant position for which he is qualified, instead of being laid off.

For the purpose of aiding in determining order of layoff, total cumulative time served in the City service shall include time served on military leave of absence.

The names of probationary and regular employees laid off shall be placed on re-employment lists for class which, in the opinion of the City Manager, require basically the same qualifications and duties and responsibilities of those of the class positions from which layoff was made.

Names of persons laid off shall be placed upon re-employment lists in order of their competence based on evidence contained in performance evaluation and Department Director assessment for re-employment purposes.

21.03 RESIGNATION

An employee may resign from municipal service in good standing by giving two (2) weeks written notice to his Department Director. Written notice shall state the effective date and the reasons for leaving. Failure to do so may be cause for denying future employment by the City.

Deleted: Resolution No. 2012-039

The resignation shall be forwarded to the City Manager, with the Department Director's statement as to the employee's performance and other pertinent information concerning the resignation.

22.00 GRIEVANCES AND APPEALS

22.01 INFORMAL PROCEDURE

An employee or their representative having a grievance arising from employment in the municipal service shall seek adjustment of the grievance initially with their immediate supervisor within ten (10) working days of the event which is the subject of the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, or be a party to the grievance, the employee or their representative may seek adjustment through the Department Director.

Should the Department Director be unable to make a satisfactory adjustment within 10 working days, or be a party to the grievance, the employee or his representative may seek adjustment through a written request and statement of facts to the City Manager. At the same time, the employee shall submit a copy of such request to his Department Director.

The City Manager shall investigate the problem, and may call on independent consultants as he considers necessary, and shall state his decision to the employee and his Department Director in writing, within 10 working days after receiving the grievance.

22.02 FORMAL PROCEDURE

An employee in the municipal service holding a regular appointment who is suspended for more than three (3) days, demoted or dismissed by the City Manager, or who alleges that those sections of the Personnel Ordinance or Rules relating to promotion, demotion, reduction, suspension and dismissal have been violated by the City Manager shall be entitled to be heard before the City Council. The affected employee shall provide a written request filed with the City Clerk within 10 work days from the effective date of the notice of such action from which the employee seeks exception. The written request for a hearing before the City Council shall be processed as follows:

a. Within twenty (20) days of filing of a written request for a hearing, the City council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.

b. The hearing before the City Council may be public or private at the option of the employee; and, the employee may be represented by legal or another representative.

c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely upon tin the conduct of serious affairs. Such evidence may be used regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they may now and hereafter be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

d. The City Council shall, within 10 days of the hearing, render its decision in writing and

Deleted: Resolution No. 2012-039

the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the Department Director concerned.

e. The decision of the City Council may sustain, revoke, or modify the suspension, demotion, reduction in pay, or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal.

f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of time the City Council rescinds the action.

23.00 EMPLOYEE CONDUCT

23.01 POLITICAL ACTIVITY

Political activity of municipal employees shall be restricted in accordance with the Personnel Ordinance.

23.02 SOLICITATION OF CONTRIBUTIONS

No appointed or elected City Official, employee or candidate for City office shall in any way solicit or receive contributions or services while on the job for any political purpose, from any city employee or applicant, or appointive official.

23.03 ACCEPTANCE OF GIFTS

Gifts to the City shall be accepted by City Council motion.

Elected and appointed City officials and employees shall not accept any tip, special gift of value, or other consideration because of services rendered in their official capacity as city officers or employees.

23.04 OUTSIDE EMPLOYMENT

Full-time employees may not carry on concurrently with their municipal service, any private business or undertaking, attention to which affects the time or quality of their work or which tends to discredit the City government, or which may result in a conflict of interest with their duties with the City.

Outside work or private business or undertaking of full-time employees is permitted only upon recommendation of the Department Director and approval of the City Manager.

23.05 USE OF CITY EQUIPMENT

City Vehicles and equipment are to be used for City business only.

Exceptions may be authorized by the City Manager.

Deleted: Resolution No. 2012-039

23.06 FINANCIAL AFFAIRS

Employees shall arrange their personal financial affairs so that creditor and collection agencies need not call on City offices in making collections.

When garnishment or wage attachment is required on a City employee, the City shall charge an administrative fee which represents the time and materials required to process the same.

24.00 TRAINING OF EMPLOYEES

24.01 RESPONSIBILITY FOR TRAINING

The City Manager, upon consulting the Department Director concerned, shall be responsible for the training programs for employees. Upon budget approval by the City Council and prior written authorization by the Department Director that a particular course of study is beneficial to his department, an employee shall be reimbursed his tuition charges upon satisfactory completion of a course.

Successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with his Department Director, who shall transmit such information to the City Manager.

24.02 AUTHORIZATION FOR TRAINING AND CONFERENCES

Authorization may be granted by the Department Director and the City Manager for employees to attend professional conferences and meetings, or to participate in some form of activity or training, in the interest of the City.

Reimbursement of expenses incurred shall be made in accordance with the established financial procedures of the City within limits prescribed by the City Council.

25.00 PERSONNEL RECORDS

The City Manager shall maintain a file for each employee. This file shall contain a copy of every personnel transaction affecting the status of said employee. Personnel files of individual employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. However, any employee may examine his own file at any reasonable time.

No information of any kind shall be placed in the individual employee personnel file without simultaneous notification of its complete content to the employee concerned.

Deleted: Resolution No. 2012-039

7A

Council Synopsis

January 22, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Adding Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups

2. DISCUSSION OF ISSUE:

The Turlock Police Department's Animal Control staff is currently tasked with oversight of the City's animal control related issues. Those issues include the health and welfare of the animals within the City and the enforcement of criminal and administrative statutes related to responsible pet ownership. A current deficiency in the Turlock Municipal Code is that animal rescue groups are not properly defined or addressed, as required by state statute.

Rescue groups provide valuable services by housing unwanted, abandoned, abused; and stray pets in an attempt to find and place them in suitable homes. Often times these animals must be treated for medical issues and/or trained for behavioral issues prior to being placed; neither of which occurs in the current Animal Services shelter environment (due to staffing, financial and time sensitive constraints). Many times the animal rescue groups are the last resource for placement before we must resort to euthanizing the animals.

Rescue groups operate differently from and should not be considered equivalent to "kennels," as defined in Turlock Municipal Code, Title 6, Chapter 1, Article 4; therefore, guidelines must be identified for the operation and permitting of rescue groups. Rescue groups do not currently have an avenue to operate in the City of Turlock.

The Food and Agriculture Code identifies rescue groups as entities or collaborations of individuals with at least one of its purposes being the sale or placement of animals that have been removed from public animal control agencies or shelters. In addition, the Food and Agriculture Code documents that public and private shelters, prior to the euthanasia of animals, must release the animals to a nonprofit animal rescue or adoption group. The Code continues by directing that public or private shelters may enter into cooperative agreements with any animal rescue or adoption group.

The addition to the Turlock Municipal Code proposed will provide for the permitting and operation of animal rescue groups while better ensuring the health and welfare concerns of the animals in question. The ordinance augmentation will address recommendations and requirements identified in the Food and Agriculture Code, ensure the continued security and well-being of the animals, and provide guidelines and oversight measures for the groups in question. Animal Services personnel will also be provided the tools to address violations of the permitting process through the Administrative Citation process.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: C. POLICY INITIATIVE – PUBLIC SAFETY.

Goal(s): b. (i) a. Plan for Organizational Effectiveness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Decline to amend the Municipal Code section and continue to operate as is.

B. Require staff to draft an alternative Municipal Code to address unanswered questions or Council concerns.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 1, ARTICLE 1, SECTION 17, REGARDING THE PERMITTING OF RESCUE GROUPS	}	**ORDINANCE NO. -CS**

WHEREAS, the Turlock Municipal Code does not satisfactorily address regulations requiring the City to identify and work with animal rescue groups as defined in the Food and Agriculture Code, Sections 30503 (for dogs) and 31751 (for cats); and

WHEREAS, Title 6, Chapter 1, Article 1, Section 17, will satisfy the requirements of the Food and Agriculture Code, Section 31108(b), related to the requirements of the City to operate in partnership with animal rescue groups; and

WHEREAS, with the recommended Municipal Code addition, staff will be able to properly address state code requirements, relative to Food and Agriculture Code, Section 31108(b), through the Administrative Citation process,

WHEREAS, the Food and Agriculture Code, Section 31108(b), specifically documents that public or private shelters, "...may enter into cooperative agreements with any animal rescue or adoption group,"

WHEREAS, it is therefore necessary to properly identify and permit animal rescue groups that would enter into cooperative agreements with the City,

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ADDITION: Title 6, Chapter 1, Article 1, Section 17, is hereby added as follows:

6-1-117 Rescue Permits Required: Exceptions and exemptions.

(a) The term "Rescue Permit " shall mean a written authorization issued annually by Animal Services giving a lawful rescue group the authority to hold an agreed upon number of dogs and/or cats at a specific location for the purpose of placing them in permanent homes, without having to obtain a kennel permit.

(b) The rescue group must provide proof to Animal Services of a current and valid nonprofit group status, as defined in the Internal Revenue Code and issued by the Internal Revenue Service Department of Treasury, as required by Food and Agriculture Code, Section 31108(b).

(c) The rescue group must submit to annual inspections of the site where animals are to be housed.

OK for Agenda

(d) The rescue group must provide documentation of caretakers that are responsible for the care, feeding and treatment of the animals in addition to and in the absence of the individual applying for the permit.

(e) An evacuation plan must be on file at the site location.

(f) If the residence is not owned by the applicant, written permission from the land owner must be kept on file with Animal Services.

(g) No dog or cat may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least seven (7) weeks and has received its first immunization against common diseases and proof of spay or neuter (as required by Food and Agriculture Code 30520) has been provided to the new owner.

(h) If a veterinarian has determined that spay/neuter is inappropriate for the animal's advanced age or health, a dog/cat maybe placed with a new family with proof of verification, as stipulated in the Food and Agriculture Code, Section 30520.

(i) Rescue Permits can be revoked by the department of Animal Services if there are complaints of excessive noise, feces or smell. All feces must be removed prior to accumulation upon the property. Feces must be removed prior to the occurrence of offensive odors or fly and/or rodent infestation. Feces must be removed by placing it in a plastic bag for deposit in appropriate garbage container. It is unlawful to deposit feces in manner which may create a health hazard.

(j) Any kennels built or operated at the permitted location or on the grounds of the rescue group shall be subject to the requirements of Turlock Municipal Code, Title 6, Chapter 1, Article 4 (Kennels).

(k) No dead animals shall be buried on the premises.

(l) Rescue Permits shall not be issued to any person who has been convicted of animal cruelty or neglect.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January 2013 by the following vote:

AYES: Councilmembers
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

_____
Kellie Weaver, CMC, City Clerk,
City of Turlock, County of Stanislaus,
State of California

8A

Council Synopsis

January 22, 2013

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Assistant to the City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Carnegie Arts Foundation's annual report as presented to Council

2. DISCUSSION OF ISSUE:

On October 13, 2009, The City of Turlock (City) entered into a lease agreement with the Carnegie Arts Foundation (Foundation) to control and operate the Carnegie Center. As a condition of the lease agreement, the Foundation is required to provide the City Manager, and City Council if requested, an annual report (subsection 5(s)):

> *(s) Annual Report: Lessee shall provide an annual report on the operations and programming at the Carnegie and present it to the City Manager. And if requested, Lessee will also make an annual report to the City Council.*

On January 22, 2013, the Foundation is scheduled to provide the annual report to Council. The recommendation by staff is to accept the verbal presentation, with the attached supporting PowerPoint documentation, as the annual report.

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

Goal(s): c. i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – None.

5. CITY MANAGER'S COMMENTS:

Recommend acceptance of the Foundation's annual report.

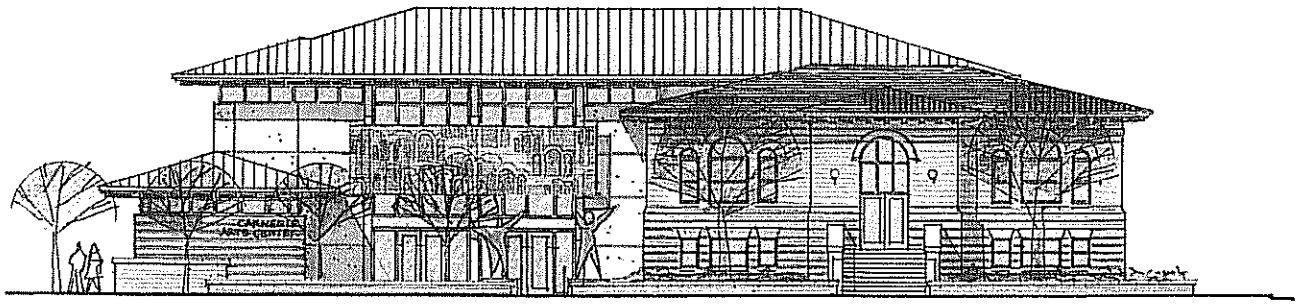
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Decline to accept the annual report as a provided and require modified information or an alternative reporting form or method.

CARNEGIE ARTS CENTER



SEPTEMBER 2011 – DECEMBER 2012

ANNUAL REPORT TO THE TURLOCK CITY COUNCIL

Vision and Mission

A REGIONAL CENTER

for the Visual Arts

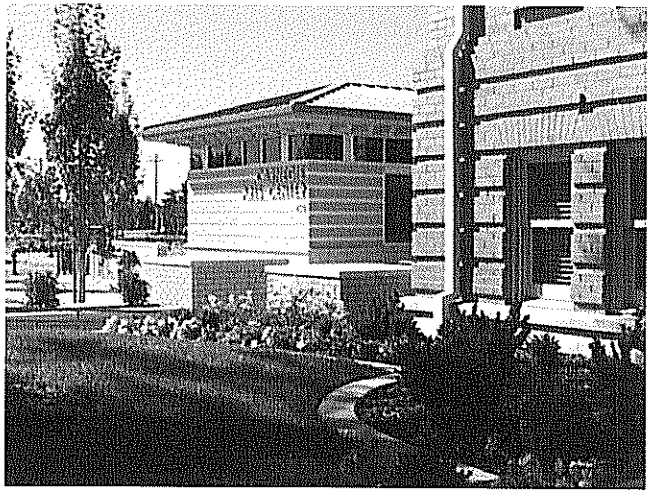
A PLACE...

For diverse audiences

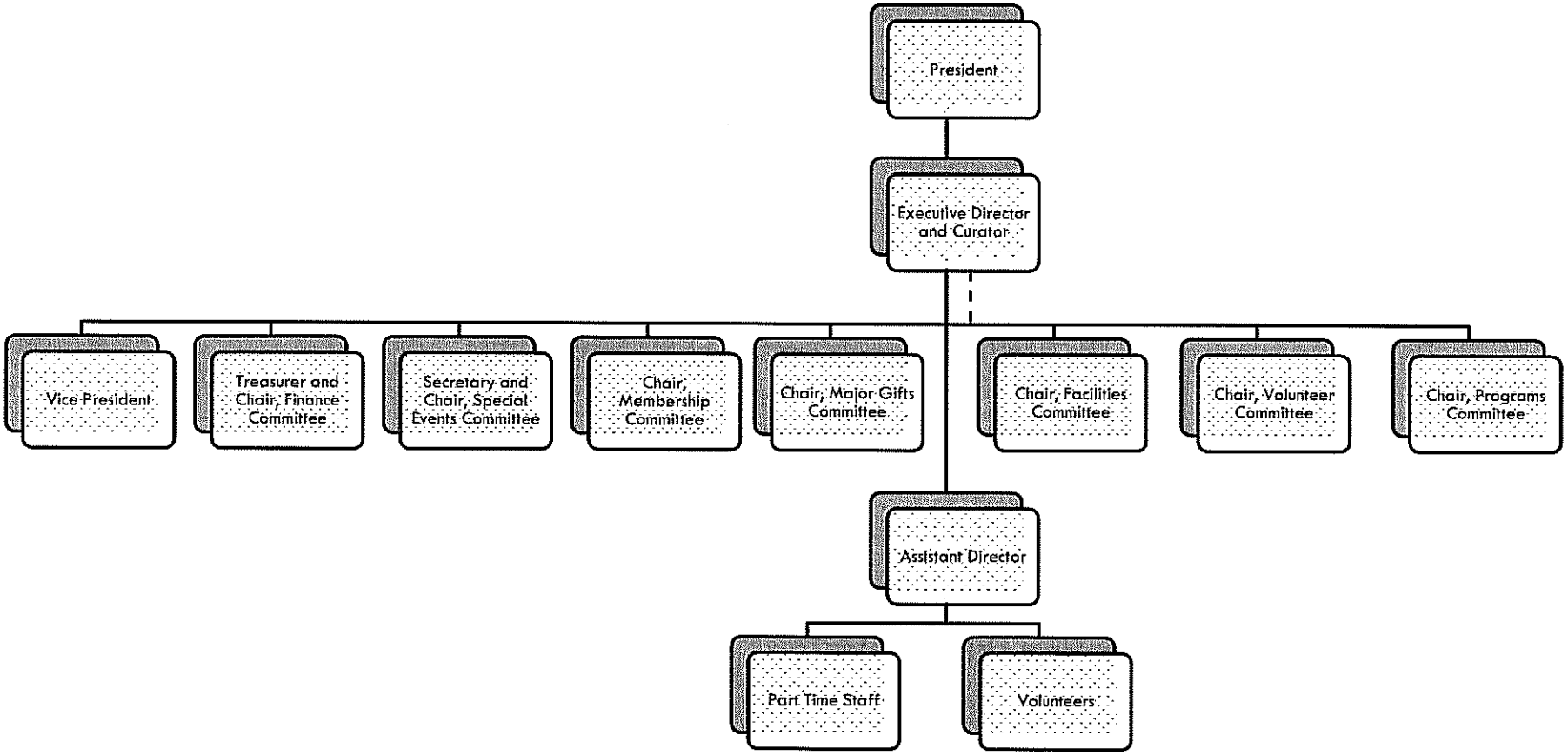
to come together

to experience and celebrate art

in its many forms.



Organizational Structure

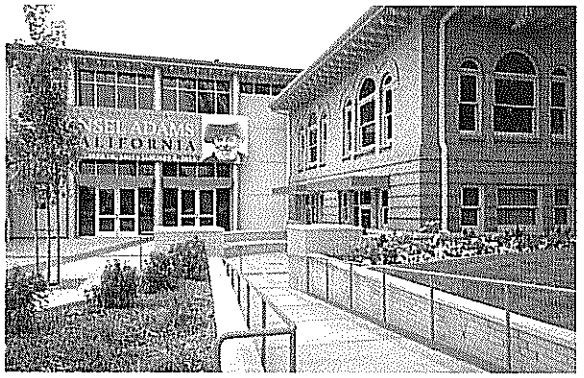


Organizational Structure

BOARD OF DIRECTORS

Patricia O'Donnell, President
Beverly Hatcher, Vice President
Trudia Pauley, Treasurer
Nellie Lazar, Secretary

Rebecca Phillips Abbott, Director and Curator
Cliff Bailey, Chair, Building Committee
Jeani Ferrari, Chair, Major Gifts Committee
Kristi Gemperle, Chair, Volunteer Committee
Priscilla Peters, Chair, Programs Committee
Corie Young, Chair, Membership Committee



Organizational Structure

ADMINISTRATION

Rebecca Phillips Abbott, Executive Director and Curator
Lisa McDermott, Assistant Director
Lauris Conrad, Part Time Assistant
Megan Hennes, Part Time Assistant

VOLUNTEER GUILD

Barbara Roberson, President
Mary Giventer, Secretary
Jan Pyle, Treasurer

Volunteer Statistics 2011-2012

VOLUNTEER GUILD

Number of volunteers: 125
Number of volunteer hours: 5,465 hours

Exhibitions 2011-2012

FALL EXHIBITION SERIES

Ansel Adams CALIFORNIA
Edgar Degas: The Private Impressionist

DISTINGUISHED ARTIST SERIES

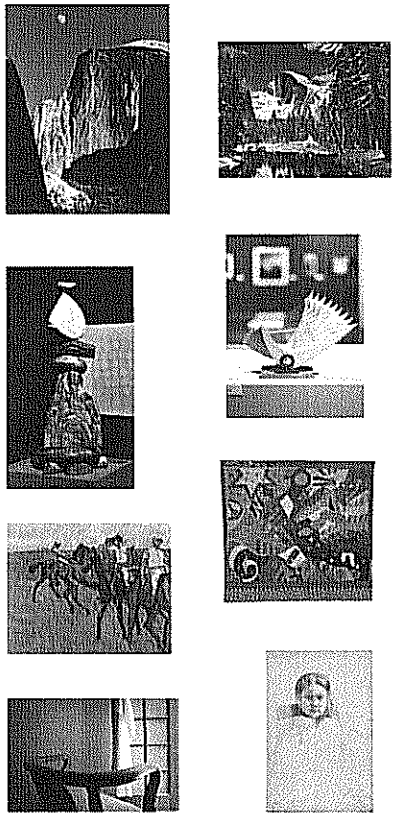
Yvonne Porcella: A Retrospective
John Barnett: Then and Again (Jan 30, 2013)

SPRING JURIED ART SHOW

2012 Spring Juried Art Show

SPECIAL TOPIC EXHIBITS

Picturing California
Lines and Colors: Celebrating Degas
CSUS Faculty and the Works They Collect
Yosemite Renaissance
Congressional District Art Competition *
Kiwanis/Cunningham School Art Exhibit *



Children's Exhibits *

Programs 2011-2012

FAMILY FRIDAYS

Miwuk and Yokuts*
Dia de los Muertos*
Environmental Escapades*
Pajama Party*
Ukulele Night*
World Dance Festival*
Family Quilts and Stories*
Dance the Decades*
Campfires Songs and Stories*
Calder Birthday Bash*
Summer Splash*
Favorite Things*
Horsing Around*
Monoprint Madness*
Holiday Pajama Party*

Programs for Children *

Programs 2011-2012

POETRY READINGS

Lillian Vallee Poetry Reading
Gerald Haslem Reading
Linda Bunney-Sarhad, Poetry Reading
"More Than Soil..." Modesto Poets Anthology
Modern Poetry
Word Pie: Open Mic Poetry & Music
Penumbra Poetry

DANCE

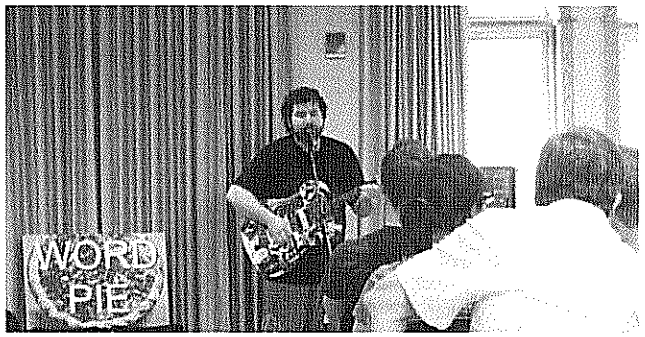
ASHES: Dance and Poetry Performance

THEATER

TYPA Mystery Dinner Theatre*
Fuddy Meers (collaboration)
A Conversation with Georgia O'Keeffe*

MUSIC

Hilmar Band Concert in the Park*



Programs for Children *

Programs 2011-2012

SUNDAY ARTS LECTURE SERIES

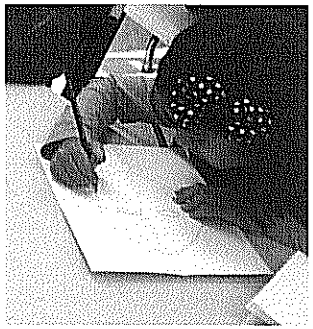
Michael Adams
Yosemite Experience Panel Discussion
Kimi Kodani Hill
Bob Kolbrener
Glen Denny
Yvonne Porcella
Rebecca Phillips Abbott
Spring Juried Art Show Artists
Tanya Bredehoft
Hope Werness
Robert Flynn Johnson
Diane Wold
Geoff Mulder
Rene Daveluy/Central West Ballet

Art Classes 2011-2012

CLASSES OFFERED: 141

Examples:

- Creative Dance
- Art Start
- Learn to See
- Intro to Art History
- Art Appreciation
- Intermediate Oil Painting

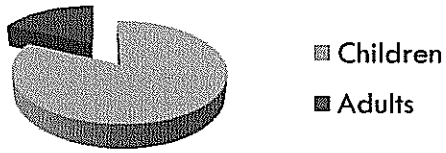


Children 2011-2012

PROGRAMS

Total Number of Programs: 41
Programs for Children: 18
Percentage of Programs for Children: 44%

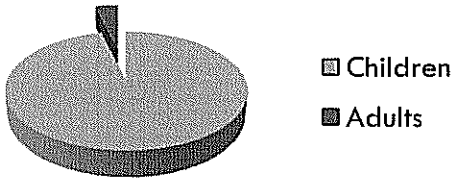
Programs: Children Served



CLASSES

Total Number of Classes Offered: 141
Classes Offered for Children Ages 3-13: 82
Classes Offered for Teens: 14
Classes Offered for Adults or All Ages: 45
Percentage of Programs for Children/Teens: 82%

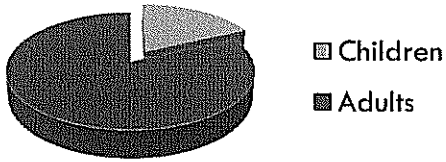
Classes: Children Served



EXHIBITIONS

Total Number of Exhibitions: 11
Exhibitions for Children: 2
Percentage of Exhibitions for Children: 18%
Number of Children Participating in School Tours: 3,888

Exhibits: Children's Exhibits



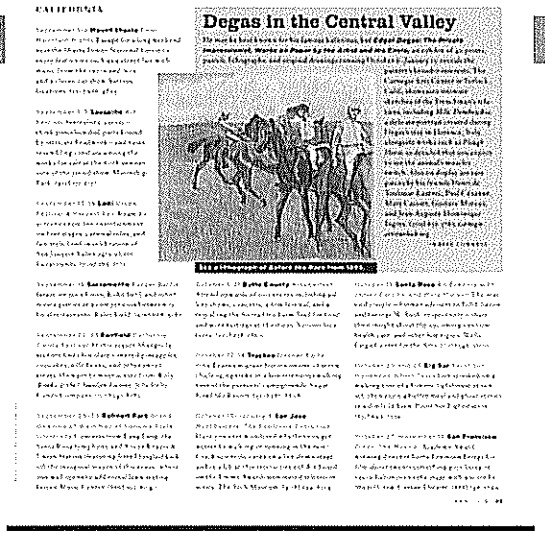
Publicity 2011-2012

REGIONAL

VIA Magazine — *Ansel Adams CALIFORNIA*
Edgar Degas: The Private Impressionist

REGIONAL RADIO

NPR/Capital Public Radio Interview
Edgar Degas: The Private Impressionist


events
september+october 2012
Degas in the Central Valley

VIA Magazine

LOCAL PRESS

Modesto Bee — Op Ed article, all exhibitions, programs, classes, events, general Interest
Turlock Journal — All exhibitions, programs, classes, events, general Interest

OTHER PRESS

Stanislaus Magazine
Stanislaus Arts Council Arts and Letters
Turlock Living
Fresno Bee
The Union Democrat
Turlock Historical Record
Business News
The Valley Habitat
Op Ed article on numerous websites such as allvoices.com

Attendance and Participation 2011-2012

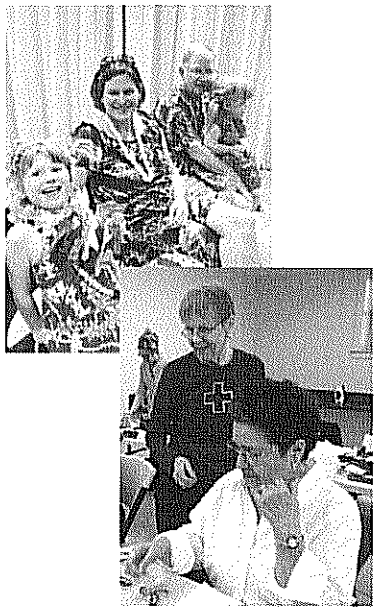
DAYS AND HOURS OPEN TO THE PUBLIC
340 days
Approximately 2,458 hours

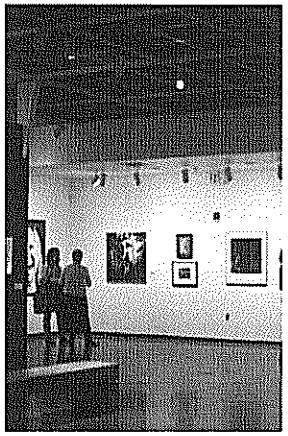
EXHIBITION VISITORS
15,000

PROGRAM PARTICIPANTS
3,323

CLASSES
241

TOTAL SERVED
18,564



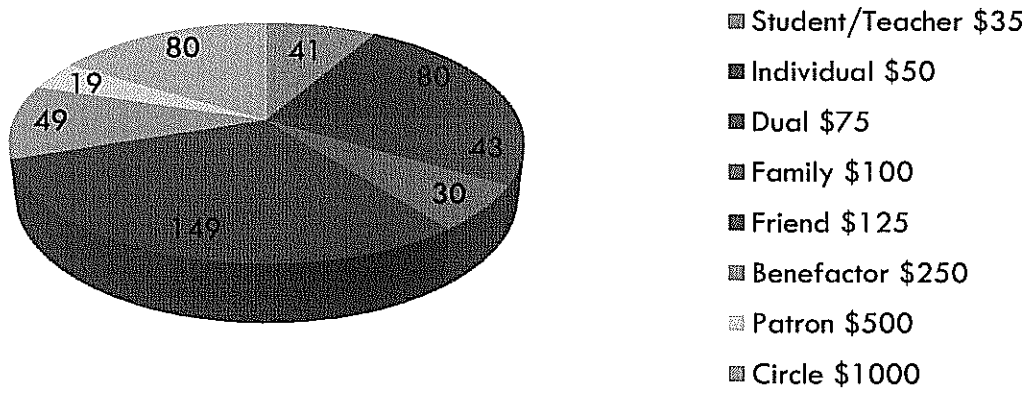


Membership 2011-2012

STRENGTH IN NUMBERS

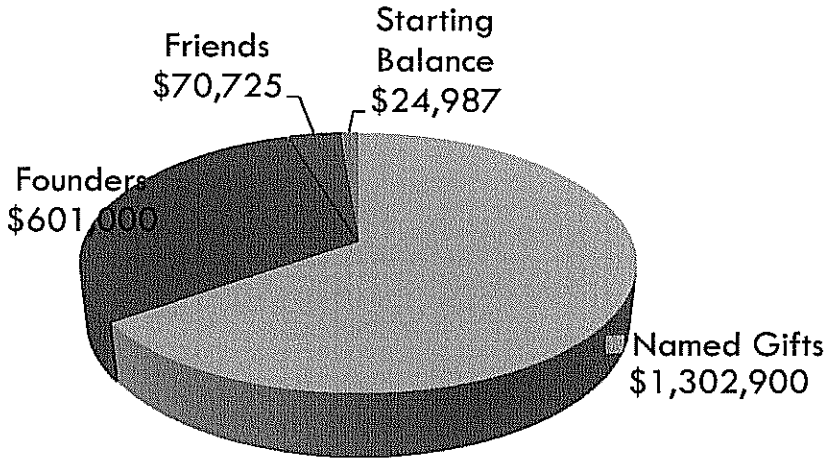
The Carnegie Arts Center enjoys broad-based community support. We have nearly 500 members contributing at all levels, from $35 Student Members to $1,000 Circle Members. Since 2011, we have received more than $65,796 in membership income.

Number of Members by Levels



Capital Campaign

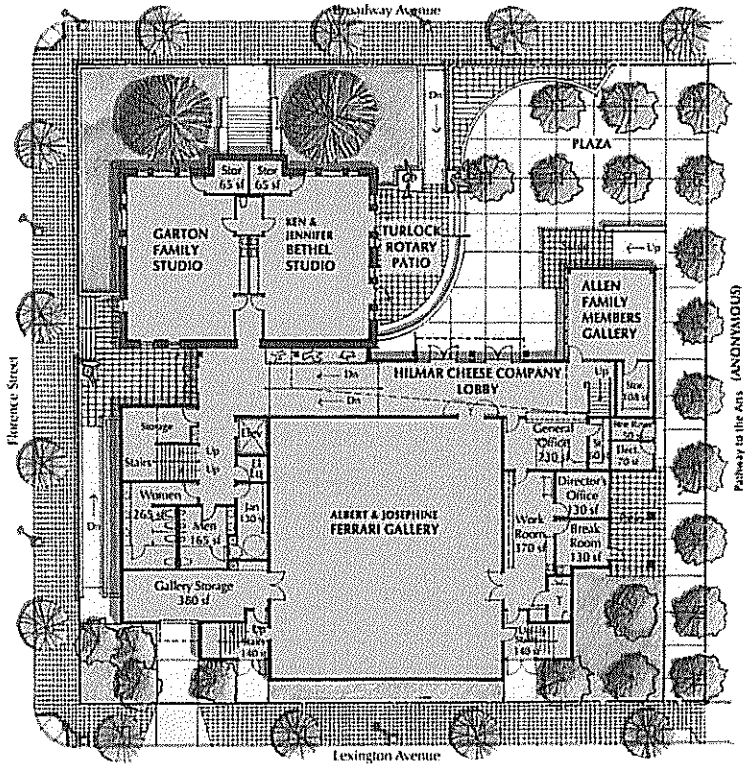
Nearly $2 Million in Total Endowment Pledges



First Floor Named Spaces

FIRST FLOOR NAMED SPACES

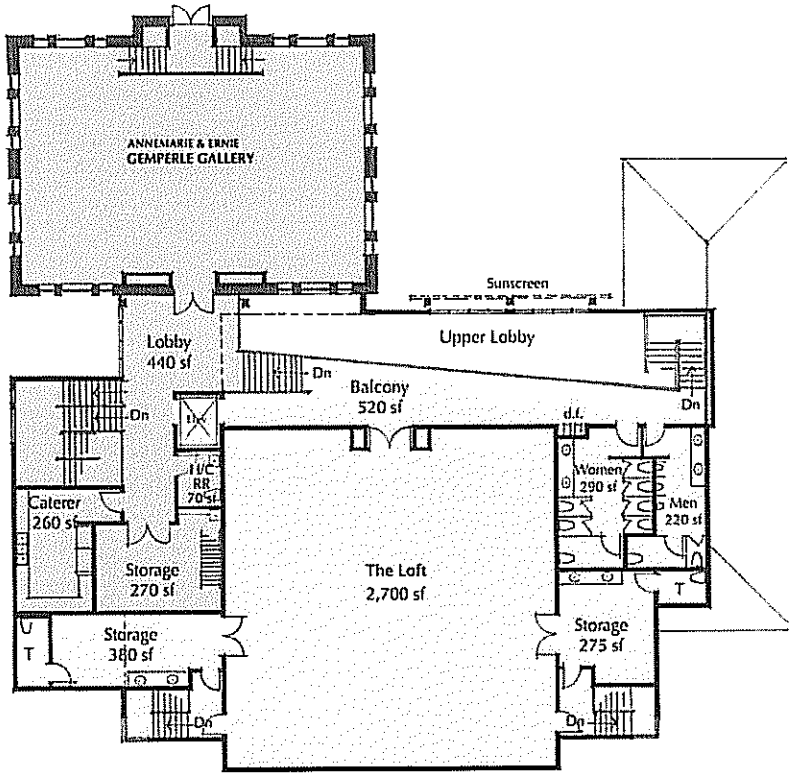
Albert and Josephine Ferrari Gallery
Allen Family Members Gallery
Hilmar Cheese Company Lobby
Ken and Jennifer Bethel Studio
Garton Family Studio
Turlock Rotary Patio



Second Floor Named Spaces

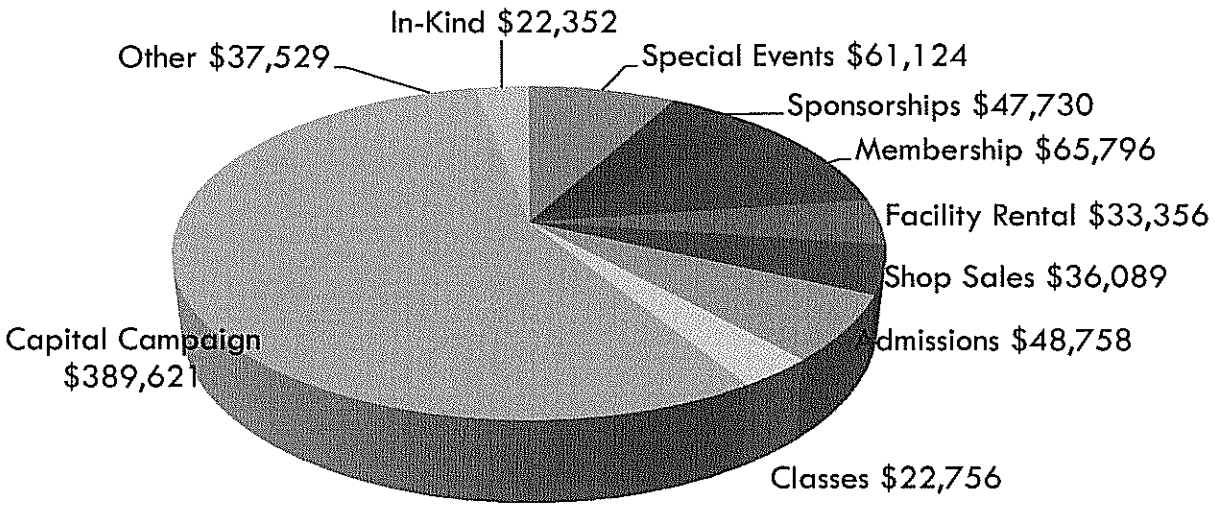
SECOND FLOOR NAMED SPACES

Annemarie and Ernie Gemperle Gallery
The Loft (available)



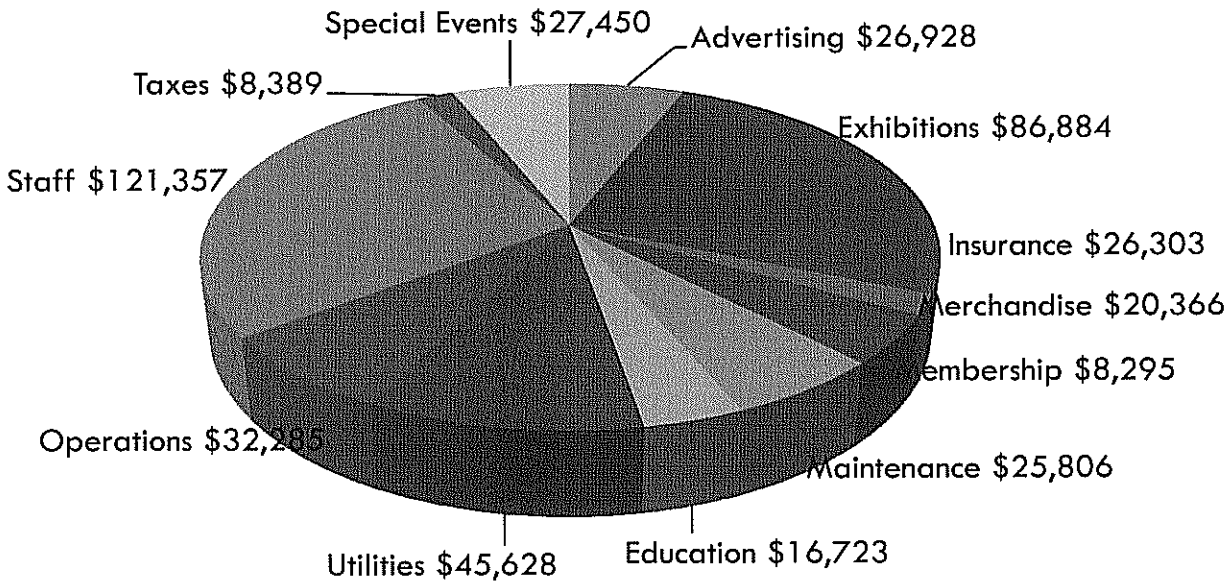
Revenue Distribution 2011-2012

September 2011-December 2012 Total Revenue: $765,111



Expense Distribution 2011-2012

September 2011–December 2012 Expenses Total $446,414



Statement of Assets and Liabilities 2011-2012

STATEMENT OF ASSETS AND LIABILITIES AS OF DECEMBER 31, 2012

ASSETS	
Current Assets	1,196,066.58
Fixed Assets	97,312.22
Other Assets (Security Deposit)	80,000.00
TOTAL ASSETS	1,373,378.80
LIABILITIES & EQUITY	
Current Liabilities	1,981.57
Equity	
Endowment Fund	1,086,283.28
Temporarily restricted fund	24,630.00
Unrestricted fund	271,287.09
Net Income	-10,803.14
TOTAL LIABILITIES AND EQUITY	1,373,378.80

Accomplishments 2011-2012

Presented an Ambitious Exhibition Schedule of Regional and National Interest

Raised nearly$2 million in Endowment Pledges

Established a Wide Regional Audience

Presented a Wide Variety of Programs and Classes for Children and Adults

Established a Sunday Lecture Series

Developed and Implemented a Strong Membership Program

Developed and Implemented a Volunteer Guild to Assist with Operations

Organized and Opened a Gift Shop

Developed and Implemented an Endowment Investment Policy

Developed Operations Procedures, including for Care of the Facility and Grounds

Awards 2011-2012

Best of Turlock Special Recognition Award 2012

Turlock Unified School District Partner in Character 2012

San Joaquin Valley Blueprint Award of Merit 2012

Turlock Journal 's Reader's Choice Award 2012

Goals 2013

Develop a Three Year Operating and Staffing Plan

Develop a Three Year Exhibition Schedule

Increase Business Profile on the Board and in Sponsorship Activities

Increase Class Enrollments by 25%

Increase Membership Income by 25%

Increase Facility Rental Income by 15%

Increase Grant Income by 100%

Define and Implement an Affiliate Program for Collaborative Relationships

Maintain a High Profile in Print and Radio Media

(RE)MAKING HISTORY
THE CARNEGIE ARTS CENTER

SEPTEMBER 2011 – DECEMBER 2012

ANNUAL REPORT TO THE TURLOCK CITY COUNCIL

8B

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, PE,
Director of Development Services

Prepared/
Presented by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to issue a request for proposal for an update to the Northwest Triangle Specific Plan, Environmental Impact Report, and Infrastructure Financing Plan; and return with a Budget Amendment and Contract Proposal for consideration by City Council at a future date

2. DISCUSSION OF ISSUE:

Adopted in 1995, the Northwest Triangle Specific Plan guides the development of the regional commercial area now known as Monte Vista Crossings. The Northwest Triangle Specific Plan covers an area of about 800 acres in the triangle created roughly by Golden State Blvd. on the east, Tegner Road on the west, Taylor Rd. on the north, and Fulkerth Rd. on the south, although portions of the Specific Plan boundary extend east of Golden State Blvd. This Specific Plan served as a model for future residential-focused master plans that have now become a linchpin of the new General Plan. These plans allow development to proceed with streamlined environmental review through the preparation of an areawide environmental document and provide for the extension of services and infrastructure through areawide financing mechanisms.

Of the original 800 acres included in the master plan, approximately 110 acres remain to be developed. This includes approximately 46 acres west of the freeway, adjacent to the Turlock auto mall, currently zoned Agriculture but designated for future Highway Commercial uses in the new General Plan; a 3-acre parcel originally zoned Park but designated for future Community Commercial uses at Tuolumne and Countryside; and a 22-acre parcel on the north side of Monte Vista, west of the freeway, that was originally envisioned as Highway Commercial but was not annexed to the City at the request of the property owner.

During public hearings on the adoption of the new General Plan, the owners of these properties approached staff with a request to redesignate and rezone their parcels through the General Plan Update process. Although the General Plan does identify the potential redesignation of these properties for commercial uses, rezoning cannot occur until the Specific Plan, its environmental impact report, and financing plan are updated to reflect the increased impacts of these new designations. This processing step is reflected in the land use diagram of the new General Plan.

On December 6, 2012, a meeting was held with the property owners to discuss the funding of the Specific Plan Update. The property owners agreed, in concept, to contributing approximately 50% of the total costs if the City would be willing to finance the remaining amount. At this time, staff cannot provide a firm cost estimate, but estimates that the cost could fall in the range of $160,000 to $260,000, including the cost of updating the Specific Plan, the infrastructure financing plan (or fee nexus study), and the Environmental Impact Report. This estimate does not include costs associated with annexing the 22-acre parcel currently outside the City. That cost would be fully borne by the owner of the parcel. The costs would be reimbursed to both the property owners and the City through the payment of development impact fees as development occurs in the Specific Plan area. The reimbursements to the property owners would take the form of fee credits toward their total development impact fees at the time of development.

Staff is recommending that the City Council endorse the concept of updating this Specific Plan. Policy 3.1-o of the Public Review Draft General Plan gives high priority to updating the Northwest Triangle Specific Plan. At this time, staff is not asking the City Council to move forward with the plan update. Instead, staff is requesting Council authorization to issue a Request for Proposals to obtain a firm cost for the update and will return with: 1) a recommended consultant to perform the work; 2) a request to approve the contract at a fixed amount; and 3) a budget amendment with a recommended funding source for the loan for the City's contribution to the effort. In addition, the property owners have agreed to provide letters of commitment to provide a specific financial contribution to initiate this effort amounting to 50% of the total amount including staff time. The letter of commitment will express their intent to deposit their share with the City before the City executes a contract for services with a consultant.

3. BASIS FOR RECOMMENDATION:

Policy 3.1-o of the Public Review Draft General Plan gives high priority to the update of the Northwest Triangle Specific Plan. Redesignation of the aforementioned properties to commercial use would also support the General Plan Economic Development Policy 2.6a which expresses the City's desire to

"Foster strong, attractive regional retail development in the City along the Highway 99 corridor that serve both local and regional needs…".

Support for this proposal would also help to achieve goals established in the Council's adopted 2011-13 Strategic Plan:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goals: b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

Strategic Plan Initiative D. POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE:

Goals:

b. Address Growth-Related Issues (Current and Future)
   - i) Surface Water project
   - ii) Water
   - iii) Wastewater
   - iv) Interchanges
   - v) Impact on current transportation system
   - vi) Storm Water management
   - vii) Bike paths/routes around town/buses

Strategic Plan Initiative: E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT

Goals:

a. Create and sustain value-added economic development
b. Generate job creation and retention
c. Enhance revenue

Strategic Plan Initiative: F. POLICY INITIATIVE – INTELLIGENT, PLANNED, MANAGED GROWTH

Goals:

a. Ensure all growth adds value to the current and future community
b. Continue use of Specific and Master Plans
c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
e. Create long-term, value-added plan for In-fill
f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

Action: *Council*

a. General Plan adoption

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The property owners are seeking 50% participation by the City in the update to the Northwest Triangle Specific Plan. A funding source would need to be identified to begin the specific plan update. The cost would be reimbursed to the City through the payment of development impact fees as development occurs within the Specific Plan area.

Budget Amendment: A budget amendment will be required before a contract can be executed with a consultant. A budget amendment will be developed and brought back for consideration by the City Council at a future date.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The proposed action will have no environmental effect and is therefore exempt from CEQA. The update to the Northwest Triangle Specific Plan will include the development of a new Environmental Impact Report.

7. ALTERNATIVES:

A. The City Council may choose not to act on this item or may decide not to approve the proposed action at this time.

8C

Council Synopsis

January 22, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Dan Madden, Municipal Services Director

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of the position of Deputy Director of Municipal Services funded by Enterprise Funds 410 and 420

Resolution: Authorizing the hiring of one (1) currently vacant Deputy Director position within Municipal Services through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

In order to meet the City Council and the Department's Strategic Plan requirements for effective leadership and succession planning, the Municipal Services Director is requesting authorization to create a temporary position of Deputy Director of Municipal Services.

It is anticipated that the current Director will be retiring in the next 8 to 10 months. The intent of this request is to provide a succession strategy for the Deputy Director position to transition into the Department Director position once the current Director retires. The transfer of knowledge relative to historical perspective, operational management and knowledge of water and sewer systems as well as medium, long term planning is critical. It is anticipated that the Deputy Director position will be in place a maximum of 8 to 10 months.

Primarily responsible for the daily provision and long term reliability of potable water for fire suppression and public health and safety, collection and treatment of wastewater, storm water and related infrastructure; the continued development, operation and maintenance of this infrastructure is critical. With the additional work related to the Harding Drain Bypass, RWQCF Expansion, Stanislaus Regional Surface Water Authority, Regional Recycled Water Projects, Integrated Regional Water Management Program and future capital projects, there is a need for closer oversight and coordination of these activities.

Through the creation of a Deputy Director position, coupled with closer coordination with the Department Head, these projects and other functions can be better managed during this transition of leadership. In addition to serving as the Acting-Director during periods of the Directors absence this position will also oversee the day to day management of departmental administrative staff.

Pending Council approval, initial efforts to fill this position will be through In-House recruitment of Full time, Part time, Volunteers and Interns.

Pending the outcome of this recruitment there may be savings to the General Fund through employee transfer/promotion into this position.

Recruitment will be conducted in-house and will be open to existing full time, part time and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

3. BASIS FOR RECOMMENDATION:

A need exists for closer interaction with the Department Head relative to current and future major capital projects as well as other functions critical to the departments operation and transition to a new Department Head. The position of Deputy Director will provide an avenue to further the development and implementation of departmental goals and objectives. In order to provide continuity, decision making authority and leadership during the Department Head's absence, the need exists for a Deputy Director.

Funding of this position will be covered via salary and benefit transfer from reserves within Fund 204, 410 as well as Fund 420.

Strategic Plan Initiative:

A) Policy Initiative- Effective Leadership
Goal 1.C. Hire, develop and retain the best most qualified employees
Goal 1.D. Succession planning

Pursuant to the City Strategic Plan, the Department Strategic Plan and the Draft City Succession Policy, this request firmly meets these Plans and Policy initiatives.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Range 36.1, estimated annual salary and benefit costs are $119,449 in salary and $67,309 in benefits. Monthly expense estimated at $9,954 in salary and $5,609 in benefits.

Salary and Benefits savings from vacant Technology Supervisor position will be utilized to offset salary ($39,816) and benefit ($22,436) costs during FY 12/13.

Budget Amendment: FY 13/14 Increase Fund 420 52 550 41001 expense by $29,862 and 42000 by $16,827 from reserves in Fund 410 and 420.

No General Funds will be utilized in this expense.

5. CITY MANAGER'S COMMENTS:

I concur with Mr. Madden's request and recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N.A.

7. ALTERNATIVES:

Do not approve this request at this time. Staff believes the approval of this recommendation is needed in order to provide a transitional period for the Deputy Director into the soon to be vacant Department Director position. This proposal intends to carry on the progressive nature of Municipal Services and its continued development.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CREATION OF THE POSITION OF DEPUTY DIRECTOR OF MUNICIPAL SERVICES FUNDED BY ENTERPRISE FUNDS 410 AND 420	**RESOLUTION NO. 2013-**

WHEREAS, a need exists for the creation of a Deputy Director of Municipal Services; and

WHEREAS, this position meets the City Council's strategic plan for leadership and succession planning; and

WHEREAS, funding is available within Enterprise Funds 410 and 420; and

WHEREAS, the Deputy Director position will further the development and progressive nature of the Department in order to be a competitive partner in the continued economic development of the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the creation of the position of Deputy Director of Municipal Services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

MUNICIPAL SERVICES DEPUTY DIRECTOR

DEFINITION:

Under the administrative direction of the Municipal Services Director, assists in planning, directing and organizing of the Regulatory Affairs, Water Quality Control and Utility Maintenance Divisions of the Municipal Services Department. Represents the Department in the absence of the Director. The incumbent may assist the Director in public activities or meetings and oversees coordination of other service areas as directed. Performs other job related work as required.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Municipal Services Director. The job incumbent provides general supervision to subordinate level professional/technical and clerical staff in the department administrative area. At the discretion of the Department Director, may also be required to provide supervision to other divisions of the department.

DISTINGUISHING CHARACTERISTICS

This is a mid-management classification responsible for the supervision of discrete sub-departmental organizational component(s) and programs/functions within a department as determined by the Department Director, City Manager and City Council. Demonstrates professional and technical competence while working as a team member in the development of projects, implementation of projects and departmental goals and objectives. Exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, federal and state law and related regulating entities.

EXAMPLES OF DUTIES *(Duties may include, but are not limited to the following):*

- Prepares staff reports and other appropriate analysis to the City Council on issues relevant to the Department and goals and objectives of the City.
- Oversees the state-mandated environmental review duties of the division, including preparation of the core complex California Environmental Quality Act (CEQA) documents.
- Oversees and monitors projects through all phases and assures compliance with regulations of various local, state and federal agencies.

- Develops and monitors compliance with divisional policies and procedures.
- Consults and coordinates with City departments, citizens and officials regarding conflicts and issues related to contract and regulatory compliance.
- Prepares multiple specialized budgets related to assigned activities; oversees budget implementation; determines budget forecasts; administers the approved budget.
- Makes presentations before various groups, including City Council, commissions, boards, committees, task forces as needed.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Manages the activities of consultants, including selection, evaluation, and contract administration.
- Answers questions; provides information to the public, other City departments, and other agencies; recommends and coordinates corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; consortium, participates in teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Performs other duties, as assigned.

QUALIFICATIONS:

Knowledge of:

- Principles and practices and theories of Public Works areas with emphasis on water related areas.
- California state laws affecting Public Works and related water, solid waste and related infrastructures.
- Statistical methods and principles.
- Modern office procedures, and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective file management and time management
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.
- Provisions, principles and practices of, municipal structure and organization

Ability to:

- Understand and interpret complex state and federal regulations, laws, codes, policies and solutions in the area of public works, environmental, and related areas.
- Understand City processes and procedures and specific requirements of assigned program area.
- Work with and control sensitive and confidential information.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments with a minimum of direction; set priorities and organize work to meet deadlines.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and City objectives.
- Make presentations before groups and represent the City in public forums.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE:

Four years of increasingly responsible professional experience with a public agency in public works related administration, regulatory affairs or a related field, which includes two years of progressively responsible administrative and supervisory experience, or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities.

EDUCATION & TRAINING:

Equivalent to a Bachelor's degree from an accredited college or university with course work in the areas of Public Administration, or related fields.

LICENSE AND/OR CERTIFICATE:

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required as the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles,

writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Reviewed and Approved:

_____
Personnel Office

_____
Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE HIRING OF ONE (1) CURRENTLY VACANT DEPUTY DIRECTOR POSITION WITHIN MUNICIPAL SERVICES THROUGH AN IN-HOUSE RECRUITMENT OF FULL-TIME, PART-TIME AND VOLUNTEER /INTERN STAFF AND OUTSIDE RECRUITMENT IF NEEDED	**RESOLUTION NO. 2013-**

WHEREAS, the City Council authorized the creation of the position of Deputy Director of Municipal Services; and

WHEREAS, funding is available for this position within Enterprise Fund 410 and 420 reserves; and

WHEREAS, in order to assist in the management of major projects related to the City water and sewer infrastructure; and

WHEREAS, to provide a transition for the replacement of the current Department Director a Deputy Director position is warranted; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the hiring of one (1) currently vacant position of Deputy Director position within Municipal Services through in-house recruitment of full-time, part-time and volunteer/intern staff and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8D

Council Synopsis

January 22, 2013

From: Michael G. Pitcock, P.E.
Director of Development Services /City Engineer

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Project Status Update on Construction Activities for Projects 0804A "Turlock Public Safety Facility – Off-Site Improvements," And 0804B "Turlock Public Safety Facility"

Resolution: Authorize the transfer of $170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police) for Projects 0804A "Turlock Public Safety Facility – Off-Site Improvements"

2. DISCUSSION OF ISSUE:

On April 22, 2008, Council approved an agreement with WLC Architects, Inc. for consultant services for design and project management services for the Turlock Public Safety Facility. The scope of this project consists of all necessary off-site and on-site improvements and a two-story building for the Police Department and Fire Administration consisting of approximately 57,570 square feet on a 4.6 acre site located in close proximity to the downtown business district and is bordered by North Broadway, West Olive Street, North Laurel Street, and Florence Street.

On February 1, 2011, Council awarded Project No. 0804A, "Turlock Public Safety Facility, Off-site Improvements," a single-prime contract that includes all necessary off-site improvements, and Project No. 0804B, "Turlock Safety Facility," a multi-prime project that includes 16 contracts for the various trades and specialties necessary for the construction of the building and the on-site improvements, totaling $23,770,080 for all 17 contracts.

The following Table 1 shows the overall project budget, inclusive of all construction, management, testing, inspection and contingency costs, as presented to Council on February 1, 2011, along with the Current Proposal as follows:

Table 1

	As Approved 2/1/2011	Current Proposal
Total of Construction Contracts	$23,770,080	$23,770,080
Construction Management - WLC	$1,897,283	$1,897,283
Additional Time Extension cost - WLC		$331,392
Construction Contingency	$211,100	$211,100
Total of all soft costs	$3,255,318	$3,255,318
Additional time extension soft costs		$281,892
Soft Cost Contingency	$60,739	$60,739
Miscellaneous Project Contingency	$68,520	$68,520
Value Engineering cost savings	$(966,671)	$(613,168)
Contract Change Orders to date		$526,471
Total Project Costs	**$28,296,369**	**$29,789,627**

The $1,493,258 increase in costs are the results of a $353,503 shortfall in the proposed Value Engineering cost savings, $526,471 in contract change orders, a request for additional compensation from WLC of $331,392 for possible Construction Management costs due to the project time extension, and $281,892 in additional soft costs due to $70,277 in additional material testing and inspections, $46,904 in survey staking, inspection and contract administration by City staff, a request for additional compensation from WLC of $114,508 for Architectural and Geotechnical Services due to the project time extension, and $50,203 in permit charges and fees from outside agencies. City Staff recommend that the Construction, Soft Cost and Miscellaneous Project Contingencies remain at their original approved amounts to provide funds for any future change orders or unforeseen conditions.

The off-site improvements are completed. The building, tower and on-site improvements are on schedule to be completed July 18, 2013. Current construction activities include the following:

- **Framing:** First floor wall framing, soffit and ceiling framing, is complete less miscellaneous items i.e.: elevator shafts (need elevators). Insulation and sheet rock is 95%± for the first floor. Second floor wall framing is in process. Insulation and sheet rock has started on the second floor in approved locations.

- **Masonry:** Application of exterior cast stone and brick veneer is continuing in process.

- **Electrical:** Wire is being pulled throughout the first and second floors. Conduit rough in on the second floor is nearing completion.

- **Plumbing:** Installation of DWV and copper piping on the first floor are complete. Second floor rough in plumbing is complete. Pipe insulation and labeling is complete for the first floor, the second floor is in process.

- **Mechanical:** Rigid duct work and hydronic piping installation is complete on the first floor, less access panels for CSDF's and labeling for piping. Hydronic piping on the second floor has been installed.

Table 2 identifies the proposed revenue sources that were identified on 2/1/2011 compared to staff's current recommendations. While costs have exceeded the original budget by $1,493,250 as noted above, staff has identified additional RDA funding (estimated at $4 Million) that more than offsets the budget increase.

Table 2

	As Approved 2/1/2011	**Proposed Funding 1/22/2013**
Total Project Costs (Expenditures)	**$28,296,369**	**$29,789,627**
Revenue		
Currently Available RDA Tax Increment	$2,946,331	$2,946,331
CFF Contingency Funds	$4,000,000	$4,000,000
Prop 1 Funds for Street Off-Site Improvements	$1,100,000	$1,100,000
RDA Bond	$13,551,743	$13,551,743
Projected Sales Proceeds from Existing PSF	$2,500,000	$2,500,000
Additional Prop 1 Funds for Street Off-Site Improvements due to change orders		$170,000
RDA Successor Agency Funding for current agreements executed prior to RDA Dissolution (Estimated)		$4,000,000
Shortfall	**$4,188,474**	**$1,521,553**

As of this date, staff has identified $12,191,553 in contractual, staff and contingency costs to close out the project. Funding that will be used to cover expenditures is identified in Table 2:

Table 2

	Proposed Funding
Expected Expenditures	
Total Project Cost Obligations Remaining (Includes Contingencies)	$12,191,553
Revenue Available	
* RDA Successor Agency Funding (Estimated)	$4,000,000
CFF Contingency Funds (included in original budget and has been transferred but not spent)	$4,000,000
** Transfer of Prop 1B	$170,000
*** Loan from Fund 305 (General Government) to Fund 305 (Police) (included in original budget but has not been transferred nor spent to date)	$4,021,553
Total Revenue Available	**$12,191,553**

* These funds are dependent on the state meetings its obligation to fund all RDA contractual obligations prior to the dissolution of the RDA. Should the State determine that these funds are not an obligation, alternate funding (loans) will need to be secured for the completion of the project. Should that occur, staff will bring that item back to the City Council.

** The transfer of additional Prop 1B funds was for additional costs associated with the off-site street improvements. All change orders have already been approved by the city council and a notice of completion has been filed. This fund transfer will true up the actual revenues to the eligible expenditures.

*** The loan will be made from the CFF (General Government) fund to the CFF (Police) Fund as approved on 2/1/2011. Repayment can come from several options as identified below:

1. Additional RDA Successor Agency Fund—The loan between the two CFF accounts will be written as an encumbrance to the RDA. As such, staff will request that this agreement be considered an RDA obligation subject to repayment from the RDA Successor Agency Funds despite the fact that the agreement was executed following the RDA dissolution. The fact is that the costs were associated with the project that was approved prior to the RDA dissolution. Should the State not recognize this obligation, staff would go with option 2, 3, 4 or a combination thereof;

2. Add the reimbursement to the new CFF Police and Fire accounts—The new Police and Fire Admin facility has been sized to accommodate the population growth identified in the newly adopted General Plan. As such, a portion of the construction costs can be attributed to future development. The projected $4,021,553 loan falls well within the amount that can be attributed to new development;
3. Use of the existing Police and Fire Admin sales proceeds—The council could identify all or a portion of the sale proceeds to repay the loan;
4. Use of General Fund—The Council could choose to repay the loan from the General Fund to the CFF (General Government) fund in a lump sum payment or annual payments.

3. BASIS FOR RECOMMENDATION:

A) Installation of these improvements is consistent with the Police Department Strategic Plan and Growth projections

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department
ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impacts

- Transfer $170,000 from Fund 216 (Prop 1B) Reserve to Fund 305 CFF (Police)

5. CITY MANAGER'S COMMENTS:

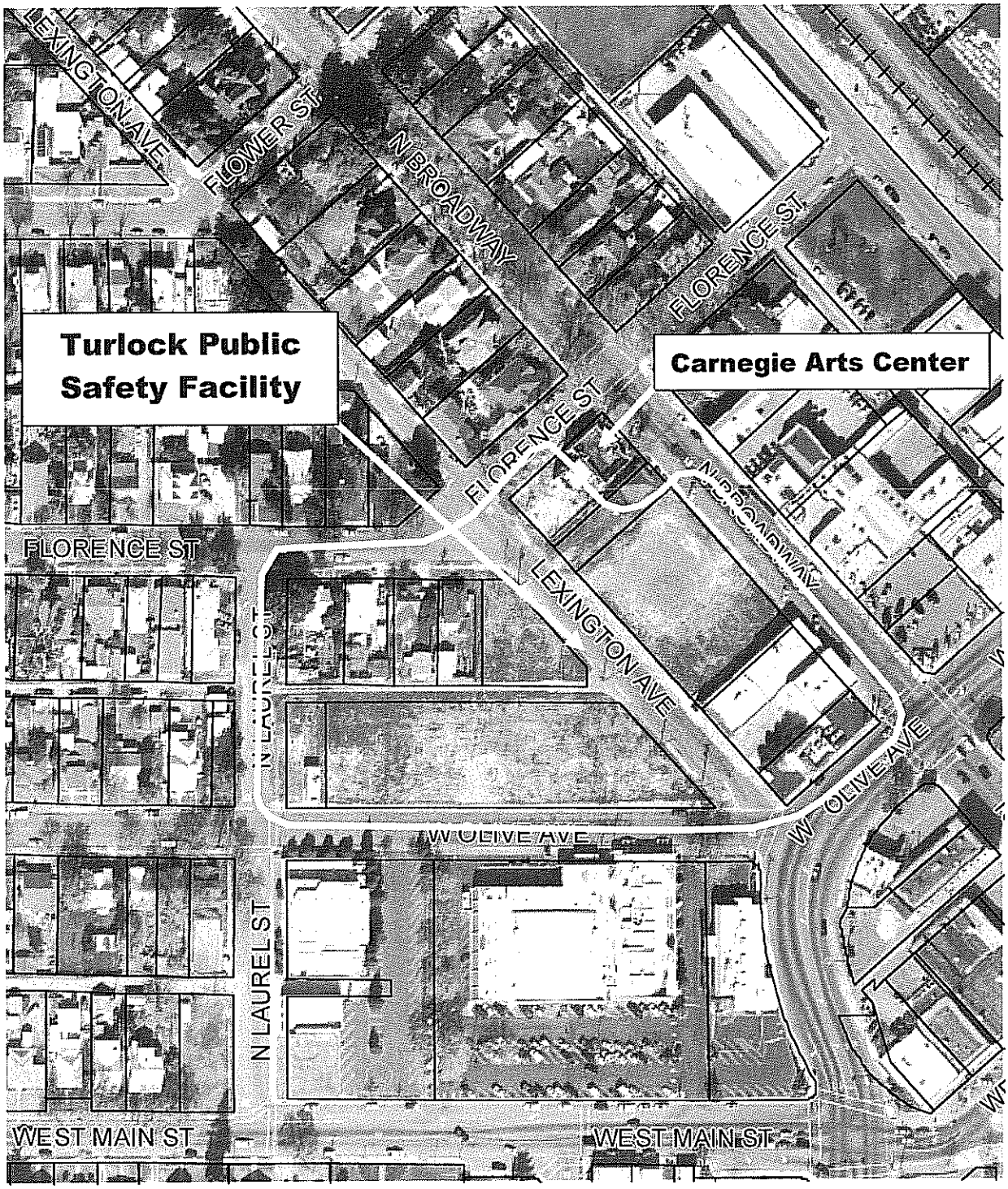
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

1. Not accept the project status update and the associated resolutions. This is not recommended as we have contractual obligations and could delay the completion of the project.

TURLOCK PUBLIC SAFETY FACILITY
(Not to scale)



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE THE TRANSFER OF $170,000 FROM FUND 216 (PROP 1B) RESERVE TO FUND 305 CFF (POLICE) FOR CITY PROJECT NO. 0804A "TURLOCK PUBLIC SAFETY FACILITY – OFF-SITE IMPROVEMENTS"	**RESOLUTION NO. 2013-**

WHEREAS, the City of Turlock desires to construct a new Public Safety Facility; and

WHEREAS, the scope of the project will consist of all necessary off-site and on-site improvements and a two-story building for the Police Department and Fire Administration consisting of approximately 57,570 square feet on a 4.6 acre site located next to the City's historic Carnegie Library; and

WHEREAS, by separate actions on February 1, 2011, the City Council awarded the bid associated with City Project No. 0804A "Turlock Public Safety Facility – Off-site Improvements; and

WHEREAS, the project requires an additional $170,000 in funding due to several modifications and conflicts; and

WHEREAS, the project has been completed and a notice of completion has been filed; and

WHEREAS, there is $170,000 in Prop 1B funding available for this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the transfer of $170,000 from Fund 216 (Prop 1B) reserve to Fund 305 CFF (Police) for City Project No. 0804A "Turlock Public Safety Facility – Off-site Improvements."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of January, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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