



**MEMORANDUM
OF
UNDERSTANDING
BETWEEN
THE CITY OF TURLOCK
AND
TURLOCK ASSOCIATED POLICE OFFICERS**

August 1, 2014 to July 31, 2017

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**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 August 1, 2014 to July 31, 2017. Absent mutual agreement and except where otherwise indicated, including but not limited to Sections 6:00 and 13:04, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to January 1, 2017.

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. Crime Prevention Specialist
- F. Detective
- G. Emergency Services Dispatcher I/II/Sr. and Trainee
- H. Evidence and Property Specialist I/II
- I. Police Corporal
- J. Police Sergeant
- K. Police Officer I/II
- L. Public Safety Communications Supervisor

4:00 EMPLOYEE RIGHTS

The City will comply with California Government Code section 3300-3313 (Public 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 (5) 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 (5) 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 (15) days of receipt by the employer. The Union shall have fifteen (15) 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 (5) 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 and ACO "OIC" 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.

Other than Animal Services Supervisor, Animal Services Officers who are assigned as the "Officer in Charge" for more than two (2) hours will receive 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 (1½) 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 otherwise 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 salary 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.

Any Detective assigned a "take home vehicle" prior to August 1, 2014 may continue the use of the "take home vehicle" subject to conformance to the existing vehicle policy for public safety, regardless of the distance of their home from the Turlock Public Safety Facility. Any Detective assigned a "take home vehicle" on or after August 1, 2014 may only use a "take home vehicle" if their home is within a 30-mile radius from the Turlock Public Safety Facility.

Any Detective who lives outside the 30-mile radius is prohibited from being assigned a "take home vehicle" but will have the option to receive the \$100 per month in lieu stipend.

All Detectives are issued cell phones 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 called.

10:05 P.O.S.T. Certificate Pay

Intermediate Certificate Pay

Sworn Peace Officer

Effective August 1, 2014, Sworn Peace Officers, including laterals who possess an Intermediate P.O.S.T. Certificate, will receive total Intermediate Certificate Pay of three and one-half percent (3.5%) of the employee's base salary.

Effective February 1, 2015, Sworn Peace Officers, including laterals who possess an Intermediate P.O.S.T. Certificate, will receive an additional one and one-half percent (1.5%) of the employee's base salary.

Dispatcher

Effective August 1, 2014, Dispatchers who possess a Dispatcher Intermediate P.O.S.T. Certificate will receive total Dispatcher Intermediate Certificate Pay of 1% of the employee's base salary.

Advanced Certificate Pay

Sworn Peace Officer

Effective August 1, 2014, Sworn Peace Officers, including laterals who possess an Advanced P.O.S.T. Certificate, will receive total Advanced Certificate Pay of three and one-half percent (3.5%) of the employee's base salary.

Effective August 1, 2015, Sworn Peace Officers, including laterals who possess an Advanced P.O.S.T. Certificate, will receive an additional one and one-half percent (1.5%) of the employee's base salary.

Dispatcher

Effective August 1, 2014, Dispatchers who possess a Dispatcher Advanced P.O.S.T. Certificate will receive total Dispatcher Advanced Certificate Pay of 1.5% of the employee's base salary.

Total Certificate Pay – Sworn Peace Officer

Total sworn certificate pay as of February 1, 2015, will be five percent (5%) of the employee's base salary for intermediate certificate holders and as of August 1, 2015, five percent (5%) of the employee's base salary for advanced certificate holders. Personnel holding both certificates will receive a total of ten percent (10%) of the employee's base salary, as of August 1, 2015 and as set forth herein.

Total Certificate Pay – Dispatcher.

Total dispatcher certificate pay as of August 1, 2014, will be one percent (1%) of the employee's base salary for dispatcher intermediate certificate holders and one and one-half percent (1.5%) of the employee's base salary for advanced certificate holders. Dispatchers holding both certificates will receive a total of two and one-half percent (2.5%) of the employee's base 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 salary
Bachelor's Degree	An additional two and one-half percent (2.5%) of base salary beyond the Associate's Degree incentive pay
Master's Degree	An additional two and one-half percent (2.5%) of base salary 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 bilingual employees fluent in languages other than Portuguese and Spanish. The Human Resource Division shall convene a proficiency exam certifying an employee's proficiency, consistent with City policy.

10:08 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.

10:09 Base Salary and Regular Rate of Pay

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

Example of Base Salary: Police Officer I Range 23.7

Step 1	Step 2	Step 3	Step 4	Step 5
Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly
\$3916/\$22.59	\$4112/\$23.72	\$4318/\$24.91	\$4534/\$26.16	\$4760/\$27.46

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

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

10:10 Reducing Employee Concessions

City employees have been providing concessions to the City since March 16, 2009. The TAPO member concessions will be reduced as follows:

- Effective August 1, 2014, employees will receive a 2.05% base salary increase.
- Effective August 1, 2015, employees will receive a 1.98% base salary increase.
- Effective August 1, 2016, employees will receive a 1.99% base salary increase.
- Effective August 1, 2017, employees will receive a 2.98% base salary increase.

Attachment A, Salary Schedule.

11:00 RETIREMENT

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 PERS reportable wages as determined by CalPERS. Conversion of sick leave towards PERS service credit will be allowed in lieu of sick leave cash-out provisions.

NON-SWORN

The Employee will pay the employee's 8% PERS contribution and 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.

SWORN

Sworn "Classic" employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula.

Sworn employees will pay the employee's 9% PERS contribution, to be determined on a pre-tax basis.

NEW EMPLOYEES – SWORN AND NON-SWORN

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

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 thirty (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 per pay period basis immediately after the posting of each payroll period.

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 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.

13:04 Collaborative Health Care Bargaining

TAPO and the City agree that after TAPO has ratified this contract, TAPO will enter into collaborative health care bargaining negotiation. The goal is to design a less expensive health care plan during 2015 with 100% of the savings, as determined during the collaborative bargaining process, being given back to the employees in a manner determined during the collaborative bargaining process.

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 (1½) times the annual base 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 –the first of the month following thirty (30) days of continuous 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 ($66\frac{2}{3}\%$) 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 ($66\frac{2}{3}\%$) 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 80% of the employee's base salary as set forth in paragraph C. (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
Community Service Officer, Crime Prevention Specialist, Evidence and Property Specialist and Public Safety Communications Supervisor	\$640.00
Dispatchers	\$565.00

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. The purchase may also include accessories such as monitors and printers. 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 (i.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- All TAPO Members Except Dispatch

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 thirty (30) minute meal period and one (1) 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 (1) 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 (2) 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 (1) 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 (12) 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 employee's regular rate of pay. During the annual Stanislaus County Fair, employees may be assigned to work one (1) nine-hour shift during any of the employee's four (4) consecutive days off. These shifts shall include a sixty (60) minute meal period and one (1) 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 (4) 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 (1) 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

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
SUN/MON/TUE	TUE & WED/	7P-5A
	THU & FRI	9P-7A
TUE/WED/THUR	FRI & SAT	7P-5A
	SUN & MON	9P-7A

SCHEDULE WITH 15 DISPATCHERS

DAYS OFF	DAY SHIFT 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

DAYS OFF	DAY COVER 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

DAYS OFF	SWINGS 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

DAYS OFF	SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN	MON - FRI	1P-9P

DAYS OFF	GRAVES 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

DAYS OFF	GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON	TUE & WED	7P-5A
	THU & FRI	9P-7A

SCHEDULE WITH 14 DISPATCHERS

DAYS OFF		DAY SHIFT 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

DAYS OFF		DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED		THU - FRI	7A-5P
		SAT - SUN	11A-9P
WED/THU/FRI		SAT - TUE	11A-9P

DAYS OFF		SWINGS 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

DAYS OFF		SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN		MON - FRI	1P-9P

DAYS OFF		GRAVES 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

DAYS OFF		GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON		TUE & WED	7P-5A
		THU & FRI	9P-7A

SCHEDULE WITH 13 DISPATCHERS

DAYS OFF		DAY SHIFT 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

DAYS OFF		DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED		THU - FRI	7A-5P
		SAT - SUN	11A-9P

DAYS OFF		SWINGS 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

DAYS OFF		SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN		MON - FRI	1P-9P

DAYS OFF		GRAVES 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

DAYS OFF		GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON		TUE & WED	7P-5A
		THU & FRI	9P-7A

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

SCHEDULE WITH 11 DISPATCHERS

DAYS OFF		DAY SHIFT 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

DAYS OFF		DAY COVER WORK DAYS	WORK HOURS
MON/TUE/WED		THU - FRI	7A-5P
		SAT - SUN	11A-9P

DAYS OFF		SWINGS WORK DAYS	WORK HOURS
TUE/WED/THU		FRI - MON	5P-3A
SUN/MON/TUE		WED - SAT	5P-3A

DAYS OFF		SWINGS COVER WORK DAYS	WORK HOURS
SAT/SUN		MON - FRI	1P-9P

DAYS OFF		GRAVES 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

DAYS OFF		GRAVES COVER WORK DAYS	WORK HOURS
SAT/SUN/MON		TUE & WED	5P-3A
		THU & FRI	9P-7A

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, wherein each dispatcher by seniority shall have forty-eight (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.

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, Day Cover, Swing, Swing Cover, Grave, and Grave Cover.**

21:09 Dispatch Scheduled and Unscheduled Absences

There shall be a minimum of two (2) 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 regular rate of pay and/or request the next oncoming dispatcher to report earlier at the overtime regular rate of pay 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 regular rate of pay. 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 at the regular rate of pay. 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 of overtime at regular rate of pay, 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 Services Officers shall be compensated, in quarter-hour increments of overtime at regular rate of pay, for the actual missed portion of their meal period. Missed breaks are not compensated.

Dispatchers shall be compensated one (1) hour of overtime at the regular rate of pay 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 the regular rate of pay 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 the regular rate of pay.

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.

The fifteen (15) day requirement begins the day after the employee is personally notified or after notification has been left on an employee's personally owned voice mail or Hiplink. This requirement ends the fifteenth day, meaning the employee is expected to appear as assigned on the fifteenth day.

Employees will not be mandated to work on any previously approved time off from work, excluding regular days off (RDO) that are not taken in conjunction with other approved time off; not just previously scheduled vacation.

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 based upon the regular rate of pay

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 at the regular rate of pay 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 at the regular rate of pay 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 overtime at the regular rate of pay. 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 the regular 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 rate of pay 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 at the regular rate of pay for an unscheduled event or two (2) hours at time and a half at the regular rate of pay 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 rate for each hour of standby duty performed. Notwithstanding the above, Investigations personnel shall be compensated for seven (7) hours of overtime at the regular rate of

pay per week of 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 three (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:
 - (1) Two (2) year assignments:
 - (a) C-Team
 - (b) Stancatt
 - (c) Traffic CSO

- (2) 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

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 (3) 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.
- F. The primary duties assigned to the Professional 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 Affairs 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 twenty-four (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) miles from the Turlock Public Safety Facility must travel on the day of training. Employees who travel sixty (60) miles or more from the Turlock Public Safety Facility 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 (60) 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.

24:03 TAPO Time Bank

The parties agree that a TAPO time bank has been established for the purpose of authorizing TAPO members to request use of this time for TAPO business as determined by the TAPO President. Any use of TAPO time bank shall be approved by the TAPO President prior to submission of the request. Time bank does not include time used by TAPO for meet and confer with the Chief of Police or City.

Time bank requests shall be submitted and approved consistent with the existing policy for approval of vacation time. The TAPO time bank request shall be approved unless

staffing is required on an overtime basis in order for the request to be approved or in case of operational necessity such as a special event and full staffing is needed. The Chief reserves the right to approve time bank requests which incur overtime costs. TAPO time bank shall not supersede previously approved vacation requests of other personnel.

During the last full pay period that begins in January of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the TAPO President, of vacation leave to the TAPO time bank. This time, if not utilized by TAPO within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's TAPO time bank. This shall be a separate and distinct account.

TAPO shall hold the City and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this Section.

When a TAPO member is utilizing time bank hours the member will be considered off duty for all purposes including, but not limited to, workers' compensation.

25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Annual Accrual Rates and Maximum Accumulation

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Maximum Accumulation</u>
0 to 4	100 hours (8.33 hours per month)	320 hours
4+ to 14	140 hours (11.67 hours per month)	360 hours
14 +	210 hours (17.5 hours per month)	400 hours

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 (12) 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 base salary 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.

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 base salary 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 (1) 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 the 4-11 schedule on Christmas Day will receive five and one-half (5.5) hours of straight time pay at base salary, in addition to their pay for hours worked. If a holiday/ holiday in lieu cannot be scheduled due to service needs, then the employee will receive overtime at regular rate of pay.

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's base salary. 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.

Employees assigned to the 4-11 schedule will be allowed to accumulate a maximum of one hundred thirty-two (132) holiday hours; however, only one hundred twenty-one (121) hours may be cashed out as set forth herein. Employees assigned to the 5/2 and 4/10 schedule will be allowed to accumulate a maximum of four (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 cannot be rescheduled.

Recognized Holidays

	<u>Holiday / Holiday in lieu</u>	<u>Month to be taken</u>
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	132 holiday hours per calendar year

Sworn Employees

Sworn employees assigned to a 4-11 work schedule 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 one hundred twenty-one (121) 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 20th 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.

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 May 31st to be paid on June 5th of each year. The remaining sixty-one (61) hours that may be cashed out for the calendar year shall be cashed out on December 20th of each calendar year, including the Christmas holiday of that year. Holiday accrual for the calendar year shall be either used or cashed out, as set forth herein, and shall not carry over to the following calendar year.

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 sixty (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 will be scheduled and posted at least six (6) months in advance.

A one-time credit of fifty-six (56) hours of in-lieu time will be deposited into sworn and non-sworn employees' TAPO In-Lieu Bank on December 5, 2013. This time can be used at any time, once deposited, with departmental approval or may be cashed out at any time after July 1, 2014. The credited time must be taken off before or cashed out no later than November 15, 2014, by the Employee submitting a sellback slip to Payroll by noon on November 15, 2014, or the remaining credit will be lost. Any time cashed out on November 15, 2014 will be paid on December 5, 2014. The TAPO In-Lieu Bank shall be a separate and distinct account and shall automatically be terminated and eliminated effective November 16, 2014.

Non-Sworn Employees

Non-sworn personnel will be able to save one (1) 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 of straight time at base salary while dispatchers who are required to work five (5) hours or more shall receive four (4) hours of straight time at base salary 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 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 (1) hour. Additional actual absence in excess of one (1) 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 base salary as of October 16th of each year. An employee may use all accumulated sick leave until disability retirement.

Employees who leave City employment for reasons of death, retirement, or who voluntarily terminate, shall receive compensation at a rate of 25% of base salary 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 base salary 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 defensible 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

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.

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 (1) 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.

Binding Arbitration

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. 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 (1) name remains, and that person shall serve as arbitrator.

Cost of Arbitrator: The cost of employing the arbitrator shall be borne entirely by the City. 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 sixty (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.

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

affiliation, 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

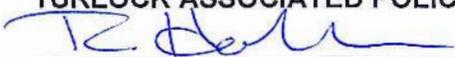
In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision; and upon issuance of such 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 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.

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

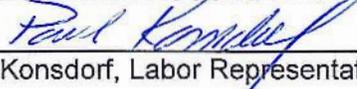


Russ Holeman, President

4/1/15

Date Signed

GOYETTE AND ASSOCIATES



Paul Konsdorf, Labor Representative

4/1/15

Date Signed

TAPO NEGOTIATING TEAM MEMBERS



Mike Parmley

4/1/15

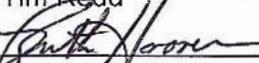
Date Signed



Tim Redd

4-1-15

Date Signed

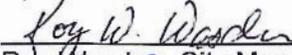


Ruth Hoover

04/01/15

Date Signed

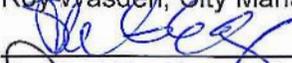
CITY OF TURLOCK



Roy Wasden, City Manager

4/1/15

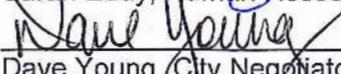
Date Signed



Sarah Eddy, Human Resources Manager

4/1/15

Date Signed



Dave Young, City Negotiator

4-1-15

Date Signed

APPROVED AS TO FORM



Phaedra A. Norton, City Attorney

4-1-15

Date Signed

**TAPO MOU
ATTACHMENT A
SALARY SCHEDULE
8/01/14**

Sworn- 8/1/14 2.05% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
22.7	3807	3997	4197	4407	4628	POLICE OFFICER TRAINEE
23.7	3997	4197	4407	4628	4859	POLICE OFFICER I
26.7	4628	4859	5102	5357	5625	POLICE OFFICER II
27.7	4859	5102	5357	5625	5907	POLICE DETECTIVE
28.1	4952	5199	5459	5733	6019	POLICE CORPORAL
31.1	5733	6019	6319	6635	6967	POLICE SGT

Non-Sworn- 8/1/14 2.05% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
19.4	3304	3470	3643	3826	4017	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3522	3698	3883	4078	4282	ANIMAL CONTROL OFFICER COMMUNITY SERVICE OFF. I EVIDENCE & PROPERTY SPEC I
21.2	3607	3788	3977	4176	4386	ANIMAL CONTROL OFFICER, SR COMMUNITY SERVICE OFFICER II CRIME PREVENTION SPECIALIST EVIDENCE & PROPERTY SPEC II
21.4	3643	3826	4017	4218	4429	EMERGENCY SERVICE DISP. I
21.9	3735	3922	4119	4325	4541	EMERGENCY SERVICE DISP. II
23.4	4017	4218	4429	4651	4883	EMERGENCY SERVICE DISP.,SR
25.7	4496	4721	4957	5205	5464	ANIMAL SERVICES SUPV
28.7	5205	5464	5738	6025	6326	PUBLIC SAFETY COMM SUPV

**TAPO MOU
ATTACHMENT A
SALARY SCHEDULE
8/01/15**

Sworn- 8/1/15 1.98% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
22.7	3882	4076	4280	4494	4719	POLICE OFFICER TRAINEE
23.7	4076	4280	4494	4719	4955	POLICE OFFICER I
26.7	4719	4955	5202	5462	5736	POLICE OFFICER II
27.7	4955	5202	5462	5736	6023	POLICE DETECTIVE
28.1	5049	5301	5567	5845	6138	POLICE CORPORAL
31.1	5845	6138	6444	6767	7105	POLICE SGT

Non-Sworn- 8/1/15 1.98% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
19.4	3370	3538	3714	3900	4095	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3591	3770	3959	4157	4365	ANIMAL CONTROL OFFICER COMMUNITY SERVICE OFF. I EVIDENCE & PROPERTY SPEC I
21.2	3678	3861	4054	4257	4470	ANIMAL CONTROL OFFICER, SR COMMUNITY SERVICE OFFICER II CRIME PREVENTION SPECIALIST EVIDENCE & PROPERTY SPEC II
21.4	3714	3900	4095	4300	4515	EMERGENCY SERVICE DISP. I
21.9	3808	3999	4198	4409	4629	EMERGENCY SERVICE DISP. II
23.4	4095	4300	4515	4741	4977	EMERGENCY SERVICE DISP.,SR
25.7	4583	4812	5052	5305	5570	ANIMAL SERVICES SUPV
28.7	5305	5570	5849	6141	6448	PUBLIC SAFETY COMM SUPV

**TAPO MOU
ATTACHMENT A
SALARY SCHEDULE
8/01/16**

Sworn- 8/1/16 1.99% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
22.7	3960	4158	4366	4584	4813	POLICE OFFICER TRAINEE
23.7	4158	4366	4584	4813	5053	POLICE OFFICER I
26.7	4813	5053	5306	5571	5850	POLICE OFFICER II
27.7	5053	5306	5571	5850	6142	POLICE DETECTIVE
28.1	5150	5407	5677	5961	6259	POLICE CORPORAL
31.1	5961	6259	6572	6900	7245	POLICE SGT

Non-Sworn- 8/1/16 1.99% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
19.4	3437	3608	3789	3979	4178	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3663	3846	4039	4240	4453	ANIMAL CONTROL OFFICER COMMUNITY SERVICE OFF. I EVIDENCE & PROPERTY SPEC I
21.2	3751	3939	4136	4343	4560	ANIMAL CONTROL OFFICER, SR COMMUNITY SERVICE OFFICER II CRIME PREVENTION SPECIALIST EVIDENCE & PROPERTY SPEC II
21.4	3789	3979	4178	4387	4606	EMERGENCY SERVICE DISP. I
21.9	3885	4079	4283	4497	4722	EMERGENCY SERVICE DISP. II
23.4	4178	4387	4606	4837	5078	EMERGENCY SERVICE DISP.,SR
25.7	4675	4909	5155	5413	5683	ANIMAL SERVICES SUPV
28.7	5413	5683	5967	6265	6579	PUBLIC SAFETY COMM SUPV

**TAPO MOU
ATTACHMENT A
SALARY SCHEDULE
8/01/17**

Sworn- 8/1/17 2.98% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
22.7	4078	4282	4496	4721	4957	POLICE OFFICER TRAINEE
23.7	4282	4496	4721	4957	5205	POLICE OFFICER I
26.7	4957	5205	5464	5738	6025	POLICE OFFICER II
27.7	5205	5464	5738	6025	6326	POLICE DETECTIVE
28.1	5303	5569	5847	6140	6446	POLICE CORPORAL
31.1	6140	6446	6769	7107	7463	POLICE SGT

Non-Sworn- 8/1/17 2.98% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	
19.4	3539	3715	3901	4096	4301	EMERGENCY SERVICES DISPATCHER TRAINEE
20.7	3771	3960	4158	4366	4584	ANIMAL CONTROL OFFICER COMMUNITY SERVICE OFF. I EVIDENCE & PROPERTY SPEC I
21.2	3862	4055	4258	4471	4695	ANIMAL CONTROL OFFICER, SR COMMUNITY SERVICE OFFICER II CRIME PREVENTION SPECIALIST EVIDENCE & PROPERTY SPEC II
21.4	3901	4096	4301	4516	4742	EMERGENCY SERVICE DISP. I
21.9	4000	4199	4410	4630	4861	EMERGENCY SERVICE DISP. II
23.4	4301	4516	4742	4978	5227	EMERGENCY SERVICE DISP.,SR
25.7	4813	5053	5306	5571	5850	ANIMAL SERVICES SUPV
28.7	5571	5850	6142	6449	6771	PUBLIC SAFETY COMM SUPV

ATTACHMENT B – SWORN MATRIX – TO BE DISCUSSED

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	<p>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 <u>or</u> two (2) years as a Police Corporal with Turlock Police Services</p> <p><u>OR</u> 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>		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 23 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.

ATTACHMENT C – NON-SWORN MATRIX

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

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.

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

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.

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

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;

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

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

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

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

TAPO DRUG-FREE WORKPLACE POLICY
CITY OF TURLOCK

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.

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% <u>@55</u>	3% <u>@50</u>	3% <u>@50</u>
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