

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2013-191 AND }
ADOPTING A MEMORANDUM OF }
OF UNDERSTANDING BETWEEN THE }
CITY OF TURLOCK AND TURLOCK }
FIREFIGHTERS LOCAL #2434 COVERING }
THE PERIOD JULY 1, 2014 THROUGH }
JUNE 30, 2019 }

RESOLUTION NO. 2014-168

WHEREAS, the City and the Union met and agreed upon the terms of the Memorandum of Understanding as outlined in the attached (see Exhibit 6); and

WHEREAS, the City and FIRE have met and reached agreement on wages, benefits, hours, and other terms and conditions of employment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 2013-191 and adopt the attached Memorandum of Understanding covering the period July 1, 2014 through June 30, 2019.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of October, 2014, by the following vote:

- AYES: Councilmembers DeHart, Nascimento, Bublak, White and Mayor Lazar
- NOES: None
- NOT PARTICIPATING: None
- ABSENT: None

ATTEST:



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

**MEMORANDUM
OF
UNDERSTANDING
Between**

**The CITY OF TURLOCK
and
TURLOCK FIREFIGHTERS, LOCAL #2434**

July 1, 2014 to June 30, 2019

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- ATTACHMENT E PERS VALUATION**

MEMORANDUM OF UNDERSTANDING
between the
CITY OF TURLOCK
and
TURLOCK FIREFIGHTERS, LOCAL #2434

PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK hereinafter referred to as the Employer, and Local #2434 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the Union, on behalf of all members of said Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

MEMORANDUM OF UNDERSTANDING

The Employer and the Union, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the Union agree to recommend for acceptance to its membership, and the representatives of the Employer agree to recommend to the City Council of the City of Turlock for acceptance and approval.

1:00 TERM OF AGREEMENT

The term of the Agreement and understanding is as follows: This Memorandum of Understanding shall be effective from July 1, 2014 through June 30, 2019.

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 and to exercise any management right presently accorded to the Employer by law

The Employer will abide by the Meyers-Milias-Brown Act, if applicable, with respect to its exercise of management rights and any impacts on matters within the scope of representation.

2:02 Medical Examination

1. When Required. The City Manager may require an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the Employer.
2. Costs. Fees for the examination and for the services of medical specialists or technicians, if required by the Employer, shall be paid by the Employer.
3. Transfer. When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is able to perform the work of another vacant position, the appointing power may transfer the employee to such position. The employee transferred pursuant to this section shall receive the maximum of the salary range to the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.
4. Reinstatement. Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant position within eighteen months, if it is determined by the City Manager that the employee is no longer incapacitated for duty. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed upon such reemployment lists. In approving or ordering such reinstatements, the City Manager may require the satisfactory completion of the probationary period where the employee was terminated or transferred due to incapacity during the employee's probationary period.

3:00 GENERAL RIGHTS/RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all uniformed, full-time, 24-hour fire suppression personnel in the following classifications: Firefighter, Fire Engineer, Fire Captain and Battalion Chief.

3:01 Meet and Confer: Effective Dates

During the period covered by this M.O.U., the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to expiration of this contract. However, both parties agree to commence the meet and confer process for a successor contract no later than the ninety day period prior to expiration of this contract. Nothing in this M.O.U. shall be construed to limit any employee's right to use the grievance procedure.

3:02 UNION BUSINESS: Conferences

Employees elected to Union office shall be granted time off without pay to perform their Union functions, including conventions, conferences, and seminars, at the expense of the Union, and only when arrangements have been made for shift coverage. No overtime shall be paid as a result of this coverage.

3:03 Meet and Confer

For the purposes of this M.O.U., meet and confer is as defined by state law. Time off for meet and confer sessions shall be granted for two on duty representatives at the expense of the Employer. Other off duty representatives may participate as agreed upon at the inception of the negotiation process.

3:04 Regular and Special Meetings

The Employer shall allow the use of a location selected by the Union to conduct all regular monthly and special Union meetings, provided there is no significant interference to the Department's ability to provide emergency services. On duty Union members shall be permitted to attend such meetings as determined by the Fire Chief.

4:00 PAYROLL DEDUCTION OF DUES

The Employer shall deduct each month, dues and assessments in an amount certified to be current by the Treasurer of the local Union from the pay of those employees who individually request, in writing, that deductions be made. The total amount of the deduction shall be remitted, each month, by the Employer to the Secretary/Treasurer of the Union.

5:00 POLICIES AND PROCEDURES

All Department rules and regulations have been incorporated into the Policy and Procedures Manual. All policy changes affecting working conditions are subject to meet and confer and are not valid until such has occurred. Where Policy and Procedures conflict with this M.O.U., the M.O.U. shall prevail.

5:01 Working Conditions

The Employer and the Union agree to meet and confer on resolutions, ordinances and policies impacting working conditions not covered by this M.O.U. The Employer shall provide ten working days written notice to the Union in which the Union will notify the Employer in writing of their interest to meet and confer on the item, or waive their right to do so.

6:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits which are currently enjoyed by Union members or the Employer which are not enumerated in this Memorandum of Understanding due to oversight.

Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the Employer or the Union, be maintained at their current status, except as they may be amended by this Agreement or by the courts.

7:00 BULLETIN BOARD

Adequate space will be available at all fire stations for a bulletin board for Union business. The board will be provided by the Union, shall not be located in the public area and shall be clearly identified with the statement "Union Business Only."

8:00 HOURS AND WORK SCHEDULED

- a) A working shift shall consist of twenty-four (24) hours.
- b) Scheduling of work shifts shall be based on calendar months.
- c) Employees work an average of 56 hours per week and 2912 hours per year. Employees currently work a rotating 48/96 shift schedule consisting of a two (2) shifts on duty followed by four (4) shifts off duty.

- d) A shift shall commence at 0800 and terminate at 0800 the following morning.
- e) A 28-day work period applies to employees pursuant to Section 7(k) of the F.L.S.A. Effective March 1, 1994, the City will no longer utilize the F.L.S.A. provision that considers the use of accrued time to break the 7(k) exemption cycle. This provision will result in thirteen (13) hours per month per employee being accrued and paid in the following manner: straight time for the thirteen (13) hours included in the employee base salary. The additional half time for the thirteen (13) hours will be paid at one-half the employee's regular hourly rate of pay. The compensation paid for these hours shall be reported to PERS as part of the employee's total compensation for retirement calculations.

8:01 C.T.O. Time Bank

- (a) Compensatory Time Off ("CTO") may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with applicable State and Federal Laws, and at the discretion of the Battalion Chief. Overtime hours shall be compensated at either 1.5 times the employee's regular hourly rate of pay or upon the written request of the employee and approval of the Battalion Chief, one and one-half (1½) hours of compensatory time for each hour worked.
- (b) Requests for CTO in lieu of overtime pay must be submitted to the Battalion Chief within three (3) days of earning overtime.
- (c) CTO may be accrued to a maximum of ninety-six (96) hours.
- (d) CTO can be taken in twenty-four (24) hour increments or less.
- (e) CTO usage shall not affect on-duty staffing levels.
- (f) CTO can be carried over from year to year.
- (g) Upon termination of employment, CTO time will be cashed out at the employee's regular hourly rate.
- (h) Any CTO taken during the course of a trade shall be compensated only as overtime.
- (i) To replace employees using CTO, the provisions of the Department's "Hire Back, Overtime, and Working Out of Grade" policies as set forth in Sections A(11) and A(12) of the Turlock Fire Department's Policies and Procedures shall be used. At no time will CTO time usage activate the "Hold Over".
- (j) On October 31, 2014, a one-time credit of fifty-six (56) hours of holiday in-lieu

time will be deposited into employees CTO bank as non-FLSA CTO Holiday in-lieu time and the fifty-six (56) hours may be cashed out on November 30, 2014, at the employee's base rate of pay.

On October 31, 2015, a one-time credit of forty (40) hours of holiday in-lieu time will be deposited into employees CTO bank as non-FLSA CTO Holiday in-lieu time and the forty (40) hours may be cashed out on November 30, 2015, at the employee's base rate of pay.

On October 31, 2016, a one-time credit of twenty four (24) hours of holiday in-lieu time will be deposited into CTO bank as non-FLSA CTO Holiday in-lieu time and the twenty four (24) hours may be cashed out on November 30, 2016, at the employee's base rate of pay.

8:02 TFL#2434 Time Bank

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

Time bank requests shall be submitted and approved consistent with Section VIII of the TFD A-11 policy. The Fire Unit Time Bank request shall be approved except in case of an operational necessity as determined by the Fire Chief or his/her designee.

On October 31st of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the Fire Unit, of Compensatory Time Off (CTO) to the Fire Unit Time Bank. This time, if not utilized by the Fire Unit 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 Fire Unit Time Bank.

The Fire Unit shall hold the City and its officers and employees harmless for transferring the CTO from employees covered by this MOU as provided for in this Section.

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

8:03 Overtime: General

In the event that a need for overtime should occur in the Fire Department because of emergency, rescue, sickness, vacations or other unavoidable conditions, overtime shall be paid at 1.5 times the employee's regular hourly rate of pay. Overtime shall consist of

all work time in excess of scheduled work shifts.

8:04 Call Back Assignments

Call back assignments represent an unplanned, unanticipated need for additional staffing related to emergency fire suppression, life and property saving activities as determined by the officer in charge.

8:05 Call Back Pay

All Fire Suppression personnel are subject to call back assignments at the discretion of the Fire Chief except where the Fire Chief determines absences are excusable. Full time employees who return to work shall be paid a minimum of one hour at 1.5 times their regular hourly rate of pay.

8:06 Shift Exchanges

Employees shall have the right to exchange shifts, when the exchange does not interfere with the operation of the Fire Department. Shift exchanges will be subject to the approval of the Fire Chief or his official representative. Any CTO taken during the course of a trade shall be compensated only as overtime.

8:07 Supervision (Safety)

All shifts shall be supervised by an on-duty chief officer.

8:08 Temporary Out Of Grade Assignment

When sufficient qualified personnel are on duty they may be reassigned to fulfill staffing needs.

9:00 EMPLOYMENT

9:01 Probation New Hires

There shall be a 12-month probation period. All probationary employees shall be evaluated in written form on two occasions prior to completion of 12 months of service in all positions to which they are newly appointed. The first evaluation shall occur no later than six months of employment. No employee's wage shall be adjusted to a higher step unless the employee has been judged adequate to be removed from probationary status and is recommended by the appropriate supervisors and department heads as an employee meriting a raise. Fire Chief may extend the probationary period for up to nine months if there is a reasonable cause. Otherwise, the probationary employee shall be terminated without cause if the employee is a new hire. Newly appointed

probationary employees are not eligible for incentive pay programs. Fire Chief must complete written notification to the employee indicating if the employee has met standards to attain regular status.

9:02 Probation on Promotion

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to the original position from which they were promoted and held regular status within the Fire Department. Employees will receive two evaluations during the promotional probationary period. The first evaluation shall be performed no later than the sixth month.

9:03 Promotions

All promotions to classifications covered by this M.O.U. shall be taken from full-time permanent employees assigned to this bargaining unit.

9:04 Promotion to Division Chief

There shall be at least five qualified applicants from within the full-time uniformed fire suppression personnel in order to limit a recruitment process to promotional only. If there are fewer than five qualified applicants for the Division Chief exam, the Employer has the option to conduct a combined open/promotional exam.

9:05 Differential

A promotion from one rank to another shall provide for a minimum of a 5% increase. There shall be a minimum of 10% differential between all ranks within the representation of this bargaining unit. The differential is determined by comparing top step to top step.

9:06 Duties of Fire Personnel

The Employer has provided the Union with a complete list of fire personnel responsibilities and duties at the emergency scene as well as a written job description covering job duties, requirements and qualifications. Such job descriptions shall not be changed, nor will any new descriptions be created without first meeting and conferring.

10:00 SALARIES

Employees covered under this M.O.U. shall be paid according to the following:
See Attachment A.

10:01 Base Salary and Regular Rate of Pay

“Base Salary” is the monthly salary 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. An employee’s “Base Hourly Rate” is determined by dividing the base monthly salary identified on the Salary Schedule by 242.67 which is 1/12 of the 2912 total average annual hours worked by employees.

Example of Base Salary: Firefighter Range 24.1

Step 1	Step 2	Step 3	Step 4	Step 5
Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly
\$3926/\$16.18	\$4122/\$16.99	\$4328/\$17.83	\$4544/\$18.72	\$4771/\$19.66

All employee cashouts will be paid at “Base Salary” except for cashout of F.L.S.A. 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 F.L.S.A. and includes base pay, plus all incentive, certificate, and assignment pays earned during said pay period. Uniform allowances are exempt from inclusion in the regular rate of pay calculation.

10:02 Cost of Living Adjustments

Effective July 1, 2017 employees will receive a 3.5% base salary, COLA Cost Of Living Adjustment as set forth on the attached salary schedule.

Effective July 1, 2018 employees will receive a 4% base salary Cost of Living Adjustment as set forth on the attached salary schedule.

10:03 Reducing Employee Concessions

City employees have been providing concessions to the City since March 16, 2009.

The Fire employee concessions will be reduced as follows:

Effective July 1, 2014, each employee will receive a total annual retention stipend equivalent to one-third (1/3) or three percent (3%) of their actual nine percent (9%) PERS contribution. The total annual retention stipend will be equally divided and paid over four quarters as follows: The first and second quarter retention stipend will be paid on October 20, 2014; the third quarter retention stipend will be paid on January 20, 2015, and the fourth quarter retention stipend will be paid on April 20, 2015, for a total value to the employees and total cost to City of approximately \$85,514, which is representative of one-third of each employee’s actual nine percent (9%) PERS

contribution for FY 2014/15. Each employee's calculation will be based upon each individual's nine percent (9%) PERS contribution for that fiscal year. The following example shows the retention stipend as an annual total of \$1,988.64 which would be equally divided into quarterly payments of \$497.16:

2014/15 Fire Engineer

Monthly Salary	Annual Salary	9% Emp PERS	1/3 (3%) Stipend	Qtrly Stipend
\$5,524	\$66,288	\$5,965.92	\$1,988.64	\$497.16

Effective July 1, 2015, each employee will receive a total annual retention stipend equivalent to two-thirds (2/3) or six percent (6%) of their actual nine percent (9%) PERS contribution. The total annual retention stipend will be equally divided and paid over four quarters as follows: The first quarter retention stipend will be paid on July 20, 2015; the second quarter retention stipend will be paid on October 20, 2015; the third quarter retention stipend will be paid on January 20, 2016, and the fourth quarter retention stipend will be paid on April 20, 2016, for a total value to the employees and total cost to City of approximately \$171,028, which is representative of two-thirds of each employee's actual nine percent (9%) PERS contribution for FY 2015/16. Each employee's calculation will be based upon each individual's nine percent (9%) PERS contribution for that fiscal year. The following example shows the retention stipend as an annual total of \$3,977.28 which would be equally divided into quarterly payments of \$994.32:

2015/16 Fire Engineer

Monthly Salary	Annual Salary	9% Emp PERS	2/3 (6%) Stipend	Qtrly Stipend
\$5,524	\$66,288	\$5,965.92	\$3,977.28	\$994.32

Effective July 1, 2016, each employee will receive a total annual retention stipend equivalent to nine percent (9%) of their actual nine percent (9%) PERS contribution. The total annual retention stipend will be equally divided and paid over four quarters as follows: The first quarter retention stipend will be paid on July 20, 2016; the second quarter retention stipend will be paid on October 20, 2016; the third quarter retention stipend will be paid on January 20, 2017, and the fourth quarter retention stipend will be paid on April 20, 2017, for a total value to the employees and total cost to City of approximately \$256,542, which is representative of each employee's actual nine percent (9%) PERS contribution for FY 2016/17. Each employee's calculation will be based upon each individual's nine percent (9%) PERS contribution for that fiscal year. The following example shows the retention stipend as an annual total of \$5,965.92 which would be equally divided into quarterly payments of \$1,491.48:

2016/17 Fire Engineer

Monthly Salary	Annual Salary	9% Emp PERS	9% Stipend	Qtrly Stipend
\$5,524	\$66,288	\$5,965.92	\$5,965.92	\$1,491.48

The retention stipend is not reportable to PERS as compensation for retirement purposes. Because the retention stipends are paid in advance of the quarter ending, adjustments of wages that affect the amount of the retention stipend for the year will be made during the last pay period of June.

The retention stipends shall automatically terminate/expire after the last stipend is paid

on April 20, 2017, without further action of the parties. Adjustment of wages affecting the FY 2016/17 annual retention stipend will be made during the last pay period of June, 2017.

On July 1, 2017 at 12:01 a.m., commencing with the start of the July 1 pay period, the nine percent (9%) stipend value for FY 2015/16 of approximately \$256,542 will be converted to a base pay increase of nine percent (9%) with the City assuming rollup costs as set forth on the attached Salary Schedule.

10:04 Pay for Performance Program

The Pay For Performance Program is renewed each October 1st, with agreement by the employee, Fire Chief and City Manager on special performance goals to be completed by the following September 30th. Upon successful completion, approved by the Fire Chief and City Manager, the employee will be paid an additional five percent (5%) of base salary each month beginning October 1st, for each month employed during the following twelve (12) month period, or a four and one quarter percent (4.25%) lump sum payment after the contract has been completed and is approved for payment. Employees must serve their initial twelve (12) month probationary period before becoming eligible to participate in this program. Contract guidelines are incorporated herein as Attachment "C" of this MOU.

10:05 Educational Assistance Program

The Employer agrees to provide funding to offset the costs of coursework which is job related and would provide enhanced skills that would benefit both the employee and the Employer.

Coverage for other courses will be as determined by the Fire Chief or his designee. Participants in this program are to have maintained a minimum overall performance rating of "meets acceptable standard." New employees on probation are not eligible to participate in this program. Participation in this program is contingent upon available funding. The Employer agrees to provide a maximum of \$2000 per fiscal year to provide funding to offset the costs of coursework which is job related. A maximum of \$400 per fiscal year per eligible employee will be allowed. Monies are reimbursed after course completion with a passing grade, C or better, or certificate of completion. Monies approved for reimbursement will be allocated on a first come, first served basis each fiscal year. On April 1st if there are still funds available employees who have used this program may apply to utilize this program again.

10:06 Education Incentive Pay

Excluding new hire probationary employees, personnel who have achieved their respective education shall receive the following incentive pay on a monthly basis and combining is allowed:

Associates Degree or equivalent	\$100.00
Bachelor's Degree or equivalent	\$100.00

Equivalent is defined for personnel who are attending or attended a four year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree. Incentive pay is not part of base salary and will not be compiled in PFP calculations.

10:07 Foreign Language Pay

Non-probationary personnel, based upon passing a verbal bi-lingual certification test administered by the Employer able to speak languages other than English (as specified in section 10:05) who can translate and interpret in emergency and other situations, shall be compensated with an additional \$100 per month. Incentive pay is not part of base salary and will not be computed in P.F.P. calculations.

10:08 Approved Languages

Approved languages are defined as those most often used in the City of Turlock, and are: Assyrian, Persian, Portuguese, Punjabi, and Spanish.

10:09 Fitness Guidelines

All employees must perform the physical training described in established policy guidelines.

10:10 Fitness Incentive Pay

To receive incentive pay, the employee must pass a practical test which shall occur twice per year, six months apart (September / March). Non-probationary employees who pass the established practical test shall receive payment of \$100 per month. Employees will be allowed to test and/or retest in March; compensation shall be based on six months if they pass the test or retest. If the employee fails the retest, no incentive pay will be awarded that year. Fitness incentive pay is not part of base salary and will not be computed in P.F.P. calculations. Fitness guidelines are incorporated herein as Attachment "D" of the M.O.U. See attachment D.

10:11 Pay Out of Grade

When qualified personnel are reassigned above grade, he/she will receive a 5% differential in base pay for that period of responsibility. If a vacancy exceeds three continuous months, the vacancy will not be filled from an out-of-grade assignment.

10:12 Hireback

The Hireback Policy, section A 11 and 12 of the Turlock Fire Department Policies and Procedures, is incorporated into this Memorandum of Understanding and is subject to meet and confer.

11:00 RETIREMENT

Sworn "classic" employees covered by this agreement participate in the Public Employees Retirement System (PERS) and receive the 3% @ 50 "Safety" member formula. Sworn classic employees will pay the employee's 9% PERS contribution on a pre-tax basis. Final compensation for retirement purposes for classic employees will be calculated on the single highest year. (See attachment F)

11:01 PERS Survivor Benefit

The PERS Survivor Benefit is level four (4).

11:02 EPMC

The Employer Paid Member Contribution (EPMC) benefit for all Fire Safety Members will terminate and be eliminated on October 1, 2014. The City of Turlock will not provide EPMC to classic employees and new employees, as defined by AB 340, hired on or after January 1, 2013. Resolution No. 2007-298 shall be repealed and the attached resolution shall be adopted and effective October 1, 2014.

11:03 New Employees - Sworn (PERS):

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

12:00 RETIREE HEALTH FUND

The City agrees to contribute toward the Turlock Firefighters, Local #2434 Retiree Health Trust Fund. The contribution rate to the Retiree Health Trust Fund shall be four percent (4%) of payroll annually paid on a per pay period basis immediately after the posting of each payroll period.

13:00 HEALTH INSURANCE

13:01 Health, Dental, and Vision Insurance

The City will pay 100% per employee/family for a City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Agreement.

13:02 Collaborative Health Care Bargaining

Turlock Firefighters and the City agree that after Turlock Firefighters has ratified this contract, Turlock Firefighters will enter into collaborative health care bargaining negotiation. The goal is to design a less expensive health care plan by February 20, 2015 and 100% of the savings, as determined during the collaborative bargaining process, will be given back to the employees in a manner determined during the collaborative bargaining process.

13:03 Deferred Compensation In Lieu of Insurance

The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance toward the employee's deferred compensation account provided the following criteria are met:

- Employee provides certificate of proof of coverage through spouse's employer.
- Election to receive in-lieu contribution can only occur during open enrollment period each June, including new hires.

Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce or death of a spouse.

13:04 Flexible Spending Accounts

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. A Section 125 administration is provided by the City's health insurance administrator.

13:05 Maintenance of Benefits

The City shall maintain a comparable minimum level of benefits of health, prescription, dental and vision coverage to that presently provided in the self-insured EPO plan, if the

City selects an alternate stand-alone plan. The union shall participate in any selection process. The current deductibles and co-payments shall remain in effect through the duration of this contract.

13:06 Insurance Review

The union agrees to participate in an insurance review committee for the purpose of reviewing health cost containment measures and alternatives in reducing insurance costs.

13:07 Retiree Health Plan

The Employer offers a retiree health plan to employees who retire after October 1, 1987. Employees must have worked for the City of Turlock for fifteen years and are required to pay the premium for this health plan as determined by an annual evaluation of costs. This health program is available to retirees until they reach age sixty five, become eligible for Medicare or become eligible for another group plan as an employee.

Premiums may be adjusted once every twelve months in conjunction with plan renewal under the self-insured plan each July 1st.

14:00 TERM LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 ½) times the annual salary, plus \$5,000 not to exceed \$500,000.

15:00 BENEFIT LIST REQUIRED

The Employer has provided the Secretary of the Union with a complete list of all Employee benefits including retirement plans, health coverage, life insurance, and all other fringe benefits. This list includes policy numbers and companies carrying the policies. The Employer shall notify the Secretary within 60 days of any changes in any of the aforementioned benefits.

16:00 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 - Employees will be first eligible for coverage the first of the month following 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 2/3%) of base salary.

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day of the month after completing thirty (30) continuous days of employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty- six and two-thirds percent (66 2/3%) of monthly salary, not to exceed \$10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed their current monthly salary. (The City of Turlock does not participate in State Disability Insurance).

17:00 UNIFORMS

17:01 Uniform Allowance

An annual uniform purchase and maintenance allowance in the amount of \$1,100 will be paid to all uniformed, fulltime fire suppression personnel in addition to the Employer's continuing practice of providing safety gear. New hires shall receive the allowances for the remainder of the fiscal year which shall be included in their first payroll check to assist in initial uniform acquisition costs.

Payment of the uniform allowance will be made in two increments: each December covering the following six months - January 1 through June 30 and each July to cover the following six months - July 1 through December 31. Employees terminating City Service will reimburse the City a prorated portion of the uniform allowance advance.

17:02 Wild Land Clothing

The Employer will provide wild land gear and their repair and replacement. Employees will provide appropriate wild land boots and their repair and replacement.

18:00 EMERGENCY MEDICAL TECHNICIAN

18:01 E.M.T. Requirement

Employees are required to possess an E.M.T. certificate at time of appointment, and are

required to maintain certification as a minimum qualification. Minimum qualifications are based upon the standards set forth by Mountain Valley Emergency Medical Services Agency.

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20:00 COMPUTER LOAN PROGRAM

The City agrees to offer non-probationary employees the opportunity for a no-interest loan up to \$2,500.00 for the purchase of a personal computer. The purchase may also include computer 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 termination. Employees are not limited to one use of the computer loan program and have the ability to reapply after five years from the beginning of the initial loan.

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25:00 VACATION ACCRUAL, ACCUMULATION, AND USE

25:01 Calendars

There will be three calendars, one calendar for Captain and Battalion Chief, one calendar for Engineer, and one calendar for Firefighters.

25:02 Dispensing

Vacation days shall consist of 24-hour periods and shall be earned and granted in the following manner:

- (a) 1st anniversary through 5th anniversary - 6 shifts annually.

- (b) 5th anniversary through 10th anniversary - 9 shifts annually.
- (c) 10th anniversary through 15th anniversary - 12 shifts annually.
- (d) 15th anniversary and above - 15 shifts annually.

Probationary new hires may earn but do not use vacation time during their initial twelve month probationary period. Probationary new hires shall schedule vacation each December for the following calendar year, January 1 through December 31.

25:03 Accrual Limitation

- Employees must request and receive all earned vacations annually.
- Failure to request and use allocated time will cause the employee not to accrue additional vacation time.
- If the Fire Chief withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, these vacation hours will be paid to the employee at straight time or will be carried over to be taken in the following calendar year.

For vacation accruals of less than twenty-four (24) hours due to change in accrual rate during the course of the calendar year, such hours may be cashed out or placed in the CTO time bank at the employee's discretion. Implementation of this section shall be in accordance with Section C-2 of the Turlock Fire & Emergency Services Policies and Procedures.

25:04 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all vacation days they will earn in that year.

Employees shall be given priority consideration in the granting of vacation periods according to their seniority as a full time employee of the Turlock Fire Department. The name of an employee using vacation days shall be marked with a "V" on the work schedule.

25:05 Sellback

Employees are allowed to sell back up to three (3) days of vacation or holiday time to be determined by December 1st of each year. Payment for such time will be provided in the December 20th payroll. Sellback is based on time to be earned the following calendar year ending December 31.

25:06 Reimbursement

Vacation shall accrue on a monthly basis. Employees leaving City employment with a negative balance of vacation hours will be responsible for reimbursement subject to applicable law.

26:00 SICK LEAVE: Earnings Rate

All employees covered by this M.O.U. shall accumulate twelve (12) hours of sick leave per month worked.

26:01 Deduction Rate

For each hour any employee is absent from duty due to illness or injury, one hour of sick leave will be deducted from the employee's total accumulated sick leave.

26:02 Unused Sick Leave

- (a) Each November, employees with more than 500 hours accumulated sick leave may elect to be paid in December at their base hourly rate for 50% of their unused or accumulated sick leave earned during the previous 12 months. The balance, or 50% of unused or accumulated sick leave earned during the previous 12 months, shall continue to remain on the employee's sick leave accumulation record.
- (b) Employees who leave City employment for reasons of death or retirement shall receive compensation at a rate of 50% of their base hourly rate for each hour of accumulated unused sick leave.
- (c) Employees who retire from City employment are allowed to convert their remaining sick leave to PERS service credit in accordance with the current PERS contract or are allowed the option of receiving compensation at a rate of 50% of their base hourly rate for each hour of unused sick leave to pay for the City's health insurance plan at a premium level determined by an actuarial study.
- (d) Employees with over 500 hours accumulated sick leave who are laid off or voluntarily terminate shall receive compensation at a rate of 50% of their base hourly rate for each hour of unused sick leave.

27:00 HOLIDAYS: Earnings Rate

All employees shall receive eight (8) twenty-four (24) hour shifts off duty annually.

27:01 Deduction Rate

The dispensing of these holidays shall be handled in the following manner: The employee can request a specific date, and if the employee's absence on said date does not, in the Employer's opinion, diminish the minimum level of Fire Department efficiency, the holiday shall be granted.

27:02 Accrual Limitation

The employee must request and receive all earned holidays annually. Holidays cannot be carried from one calendar year to the next calendar year. Failure to use the holiday time allocation in the calendar year will cause the employee not to accrue additional holiday time. If the Fire Chief withdraws authorization to utilize previously approved holiday time due to operational necessity, and the time cannot be rescheduled, these holiday hours will be paid to the employee at the base rate or will be carried over to be taken in the following calendar year. Employees are allowed to sell back up to three (3) days of holiday or vacation time to be determined by December 1st of each year (See Section 25:05). Payment for such time will be provided in the December 20th payroll. Compensation paid for holiday hours is not reportable to PERS as compensation for retirement purposes.

27:03 Scheduling

Employees will pick each December for the following calendar year, January 1 through December 31, and will schedule all holidays they will earn in that year. Holiday selection shall be done by rounds with the most senior member having first pick on each round.

- (a) A person may pass on any round to pick more days on a future round only when there will still be open days to choose from on their next turn. All open days must first be filled before more than one person can take the same holiday off.
- (b) Priority on the dispensing of holidays after initial holiday selection: The first employee requesting a specified holiday shall have preference.
- (c) An employee who is off on holiday leave shall have an "H" after his/her name.

28:00 BEREAVEMENT LEAVE

In the event of a death in the family, an employee shall be granted Bereavement leave for the death of members of the Employee's immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, as well as grandchildren. The relationships noted shall include in-laws and step relations. The Employer shall grant the employee a maximum of three shifts off, not chargeable to sick

leave, to allow for five consecutive calendar days off to plan for or attend services. In the event that five consecutive days off can be realized with fewer than three (3) scheduled shifts off, such will be the case.

With Director approval, Bereavement leave is not required to be taken on consecutive days.

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32:00 SUSPENSION: With Pay

The Fire Chief may suspend with pay an employee pending an internal investigation.

33:00 APPOINTMENTS: New Personnel Seniority

33:01 New Personnel Seniority

In the event more than one person is appointed to a position on the same date, all such appointees shall be ranked to establish a seniority order which may apply for future vacation preference and scheduling. Such ranking shall be determined by the over-all results of verbal interview, testing and physical agility examinations which determine the hiring list. The weighting of tests within the examination process will be specified in the job announcement bulletin.

33:02 Definition of Seniority

Seniority shall be determined by continuous service in the Fire Department calculated from the date of hire for full-time employment. Continuous service shall only be broken by resignation, discharge or retirement. Employees with the same employment or promotion date shall be assigned to the seniority list in order of their ranking on the eligibility or promotion list.

33:03 Seniority Within Rank

In the event two or more employees holding the same rank were promoted to such position on the same date, the employee who ranked higher on the promotion list resulting in the identical rank shall be the senior employee.

33:04 Personnel Reduction

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In the event of multiple appointments on the same date, the Fire Chief shall have sole discretion to determine, based on documented performance as contained in the employees' personnel files, which among those appointed on the same date shall be laid off. Only time as a full-time paid firefighter with the City of Turlock shall be considered for seniority.

33:05 Restructuring

Should a departmental restructuring, reorganization or reduction in force, result in the demotion of a Battalion Chief to a rank in the represented firefighter series, (Firefighter, Fire Engineer, Fire Captain) bumping rights will only be provided to those individuals who have previously held the same or similar positions in the Turlock Fire Department. Date of rank shall be restored to the employee's original date of rank of new classification assigned.

33:06 Reinstatement

No new employee shall be hired into a position within the classification series from which an employee has been laid off within eighteen (18) months, until the laid-off employee has been given the opportunity to return to such position if the employee meets the same physical and mental conditions as he/she was in at the time of layoff. Laid off employees shall be advised of other vacancies for which they may qualify, and of required application and testing processes, but employees who have been laid off will not be required to go through application and testing processes in order to return to a position within the series from which they have been laid off. Laid off employees may not be reinstated into a higher ranking position than they previously held.

33:07 Physical Examination

Employer shall pay cost of physical examination prior to layoff to establish physical condition at time of layoff.

34:00 SAVINGS CLAUSE

If any provision of this Agreement, or the application of any provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 14th day of August, 2014, at Turlock, California.

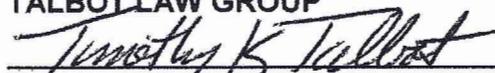
TURLOCK FIREFIGHTERS, LOCAL #2434



Mike Harcksen, President

Date Signed: 10/29/14

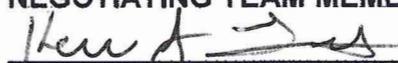
TALBOT LAW GROUP



Timothy K. Talbot, Labor Representative

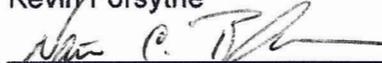
Date Signed: 10/21/14

NEGOTIATING TEAM MEMBERS – FIRE



Kevin Forsythe

Date Signed: 10/24/14



Nate Benner

Date Signed: 10-24-14



Gary Carlson

Date Signed: 10.24.14



Rick Sousa

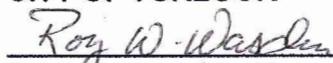
Date Signed: 10/29/14



Trevor Watts

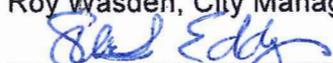
Date Signed: 10/29/14

CITY OF TURLOCK



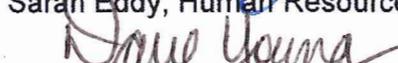
Roy Wasden, City Manager

Date Signed: 11/4/14



Sarah Eddy, Human Resources Manager

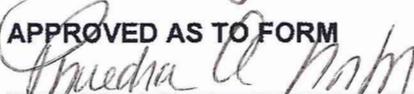
Date Signed: 10/30/14



Dave Young, City Negotiator

Date Signed: 11-4-14

APPROVED AS TO FORM



Phaedra A. Norton, City Attorney

Date Signed: 11-4-14

**FIRE FIGHTERS SALARY LISTING
ATTACHMENT A**

TRFA- 7/01/2017 9.00% Total Contribution Return & 3.50% COLA= Total 12.50% Increase

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	OCCUPATION
2	24.1	4429	4649	4882	5126	5382	FIREFIGHTER
2	27.1	5126	5382	5651	5934	6230	FIRE ENGINEER
2	30.1	5934	6230	6542	6869	7212	FIRE CAPTAIN
2	32.1	6542	6869	7212	7573	7952	FIRE BATTALION CHIEF

TRFA- 7/01/2018 4% COLA

BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	OCCUPATION
2	24.1	4606	4835	5077	5331	5597	FIREFIGHTER
2	27.1	5331	5597	5877	6171	6479	FIRE ENGINEER
2	30.1	6171	6479	6803	7144	7501	FIRE CAPTAIN
2	32.1	6803	7144	7501	7876	8270	FIRE BATTALION CHIEF

ATTACHMENT B

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434 COMPLAINT, GRIEVANCE, DISCIPLINARY APPEALS PROCEDURE

DEFINITIONS

Grievance: A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 *et seq.* of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

Complaint: A complaint is defined as an employee-initiated allegation or dispute concerning items which are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Fire Chief being the final appeal location unless the Fire Chief is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

GRIEVANCE PROCEDURE

Representation

At each step of the grievance procedure, the employee(s) may be represented by a representative of his/her choosing.

Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

Notification

A grievance shall be submitted in writing and shall include, at a minimum, the:

1. Nature of the grievance,
2. Date when the incident occurred,
3. Description of the incident,

4. Rule violated, and
5. Specific remedy sought by the employee(s).

Steps in the Grievance Procedure

1. First Step – Informal Discussions

Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step.

2. Second Step – Immediate Supervisor*

(* If grievance involves immediate supervisor, this step shall be bypassed.)

If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his/her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

3. Third Step – Department Head

If the employee remains unsatisfied from the results of the second or third step, it may be submitted in writing to the employee's department head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The department head shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the department head. The department head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The department head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

4. Fourth Step – City Manager

If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the department head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the department head's decision.

Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

DISCIPLINARY PROCEDURE

Application

The department head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. The department head or his designee will advise an employee that is subject to discipline within thirty (30) days from receiving information about that employee's possible violation of rules. Discipline is the enforcement of conformity to policies, rules, and regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be 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.

Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

1. Written Reprimands

A written statement from the Fire Chief or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the Fire Chief to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. Appeals regarding written reprimands may be made to the department head. The department head's findings are final.

2. Suspension

The temporary separation of the employee from City service without pay, for disciplinary purposes and not to exceed ten (10) shifts in one (1) calendar year.

3. Demotion in Rank or Pay

A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step to a lower step or from a position in one class to a position in a lower-paid class. The Fire Chief may propose a demotion in accordance with defined disciplinary procedures.

4. Dismissal

The discharge of an employee from City service for disciplinary purposes by the City Manager.

Cause for Disciplinary Action

The causes for disciplinary action include any City rules, regulations, policies or procedures as outlined in Section 18:01 of the Personnel Resolution.

Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by department head or designee, reviewed by the Personnel Officer, and then delivered to the employee in person or by certified mail. The written notice shall include:

1. The reasons for the proposed action.
2. The charges being considered.
3. The proposed disciplinary action to be taken.
4. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days (2 weeks) from the date the proposed disciplinary action is received to request an administrative hearing with Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based, the employee shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

Notification of Decision

Within ten (10) working days (2 weeks) after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his/her behalf, the department head shall notify the employee of any disciplinary action to be taken and the effective date.

Appeal of Decision

The employee may appeal the decision within ten (10) days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.

1. City Manager

The City Manager will hold a hearing with the employee within ten (10) days of receiving the appeal. Within ten (10) days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the department head and shall provide notice to the employee.

2. Advisory Arbitration to City Manager and City Council

For suspensions more than one (1) shift, demotions in rank or salary, or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

Selection of Arbitrator: Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.

Arbitration Hearing: The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator.

Council Determination: Within ten (10) days of receiving the opinion of the arbitrator and the administrative record, the City Manager shall forward them to

the City Council together with a recommendation. The matter shall be placed on the City Council agenda for determination within twenty (20) days. The City Council shall consider the matter in closed session, unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen (15) days of the Council's decision.

BINDING ARBITRATION: As an alternative to Advisory Arbitration, FIRE may appeal the disciplinary action to Binding Arbitration as set forth below:

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

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

Appeal: As an alternative to Advisory Arbitration identified in Attachment B to the MOU, Disciplinary Procedures, Appeal of Decision, paragraph 2, the Association may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, or reduction-in-pay. Written Reprimands shall not be appealed to arbitration. The date of incident for which the disciplinary action is based upon shall have occurred after July 1, 2014 to be eligible for Binding Arbitration appeal. An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

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

Cost of Arbitrator: The cost of employing the arbitrator shall be borne entirely by the City. All other costs such as, but limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

Decision of Arbitrator: The arbitration hearing shall be conducted in accordance with Government Code Section 3254.5.

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 employee's last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employee's personal history file. The decision of the arbitrator shall be final and binding on both parties.

ATTACHMENT C

CITY OF TURLOCK INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/ LOCAL #2434 PAY FOR PERFORMANCE CONTRACT GUIDELINES 2013/2014 Contract Year

PROGRAM:

Pay for Performance is an agreed upon contractual agreement between the employees of the Fire Service Area and the City of Turlock. This agreement is intended to be a benefit to the City as well as the employees that elect to participate. The program goal is to inspire individual growth and achievement in areas that will also benefit the citizens of Turlock. To achieve this, contracts can be designed to be multiple-year in nature. This allows the individual to gain proper knowledge and enhance working relationships.

Pay for Performance program is intended to serve the City and departmental goals. These goals will be identified and are separate from the job classification description of the employee that desires to participate. Lateral duties will serve to meet the City, and departmental goals.

Upon completion of the contract and specified targets, the employee will receive a stipend which may be distributed either on a monthly basis at 5% of his/her monthly salary or a lump sum of 4.25% of his/her annual salary.

Term of Contract:

October 1 through September 30.

To participate in the program, employees should submit a proposal to the Fire Chief or his/her designee. The Fire Chief will meet with other Department Directors during the month of September to review the upcoming proposals. This process is to coordinate with other affected Departments of possible lateral duties that could enhance their operations. Proposals must be turned into the Fire Chief or his/her designee for his/her approval by Monday, November 10th. Other contracts may be approved during the course of the contract year in the event the Fire Chief determines that the proposed project fulfills the best interest of the City or Department and is comparable to the scope of other contracts in this program.

Conditions:

- 1) To be eligible, employees must complete their initial probationary period at a satisfactory level. Employees must maintain at least a satisfactory rating in the

performance of their normal duties during subsequent contract years following their probation period.

- 2) The hours for a yearlong contract should be planned for and documented. Monthly status reports must be submitted to the administration chief. These reports should be brief and describe the progress and hours committed to your contract fulfillment.
- 3) Submitted proposals must be typed or printed legibly and describe in detail the goals of the proposal. This should also include target dates, needed materials, training, etc. Prior to approval of the proposal the Fire Chief or his designee must go over the proposal with employees. This meeting will serve to discover any areas of the proposal that are unclear to prevent miscommunication and to ensure success.
- 4) Training may be required to assist the employee in completing set goals. This training will constitute personal and professional development. The City and Department will sponsor this training and corresponding work relief as necessary. This element provides for individual growth and greater job understanding. Courses that are required for the maintenance of minimum job requirements do not meet the intent of this section of the contract.
- 5) The ideal contract length should be between 3 and 5 years. The contract will be renewed yearly if goals are achieved and the program is still viable. The viability of the programs will be determined by the Fire Chief and the City Manager. Individuals will be notified by **November 15th** of program or direction changes.
- 6) **Modification requests**: If during the course of the contract period, events occur outside the employee's control, which affect his/her ability to achieve a goal, the employee can request a contract modification. Such requests must be submitted no later than **May 14th**. Exceptions will be heard on behalf of the employee after the May 15th deadline if unforeseen circumstances require changing of a contract. The City Manager has final discretion over this program.
- 7) The Fire Chief or designee will monitor the program and will make suggestions of viable programs, projects and lateral duty assignments that would fulfill Department/City and Training/Education goals.
- 8) Lateral duty assignments will have similarity and compatibility to the general scope of normal job duties but would not be routinely performed in the course of performing regular job duties. To engage in performing lateral duties, employees would generally be required to complete specialized training before performing such duties.

Lateral duties could include: routine building inspection, fire prevention, neighborhood watch, community safety education and hazardous materials management.

- 9) It may be necessary to engage in training, meetings, and/or other obligations to fulfill contract requirements while off-duty. However, employees may not dedicate in excess of 96 hours of off-duty time without prior approval of the Fire Chief or his/her designee. Any off-duty hours in excess of 96 in a contract year, with prior approval of the Fire Chief, will be paid at time and one half.

NOTE: Ninety-six (96) hours is equal to five percent (5%) of annual hours worked when paid at the overtime rate of time and one-half.

$$(2912 \times 5\% = 145.6 / 145.6 - 12 \text{ months} = 12.133 / 12.133 - 1.5 = 8.087 / 8 \times 12 = 96)$$

ATTACHMENT D

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS/LOCAL #2434 FITNESS GUIDELINES

Annual Incentive Fitness Testing

The annual fitness testing is comprised of two parts which are detailed below. Successful completion of the fitness testing will qualify the employee for the incentive pay listed in Section 10:07 in the MOU.

Part I: Blood pressure and step test.

Beginning in the month of August each employee wishing to participate must complete part one. The employee will have unlimited chances to complete this part during the month of August. Each shift's designated proctor will conduct the testing while the employee is on-duty. The employee may choose to test off duty but will not be eligible to receive overtime pay for this activity.

Successful completion of part one is measured by the following: The Employee must have a BP lower than 140/90. This means a reading of 140/90 will not pass, the numbers must be lower.

The step test is the YMCA 3-minute Step Test. Employees must have a one minute recovery heart rate equal to or better than the 55% ranking in the YMCA's document. In the table below the top criteria in the Average category will be used, IE males 18-25 101bpm= a pass, 102bpm= a fail. A Cardio heart type monitor is used to record the recovery heart rate to eliminate the human error.

YMCA 3-MINUTE STEP TEST POST EXERCISE 1-MINUTE HEART RATE (beats/minute)

Age (yrs)	18-25		26-35		36-45		46-55		56-65		>65	
Gender	M	F	M	F	M	F	M	F	M	F	M	F
Excellent	70-78	72-83	73-79	72-86	72-81	74-87	78-84	76-93	72-82	74-92	72-86	73-86
Good	82-88	88-97	83-88	91-97	86-94	93-101	89-96	96-102	89-97	97-103	89-95	93-100
Above Avg.	91-97	100-106	91-97	103-110	98-102	104-109	99-103	106-113	98-101	106-111	97-102	104-114
Avg.	101-104	110-116	101-106	112-118	105-111	111-117	109-115	117-120	105-111	113-117	104-113	117-121
Below Avg.	107-114	118-124	109-116	121-127	113-118	120-127	118-121	121-126	113-118	119-127	114-119	123-127
Poor	118-126	128-137	119-126	129-135	120-128	130-138	124-130	127-133	122-128	129-136	122-128	129-134
Very Poor	131-164	141-155	130-164	141-154	132-168	143-152	135-158	138-152	131-150	142-151	133-152	135-151

Part II: The obstacle course

The TFD fitness coordinator will select 2 dates per shift in September and if required 2 dates per shift in March. These dates will be posted via e-mail and placed on the Fire calendar. These dates are to allow the employee an on-duty testing time. The employee may choose to test off-duty but will not be eligible for overtime pay to take the test. The employee has two opportunities to complete the obstacle course. The test is performed with the employee wearing TFD work out attire

or clothing similar in kind and gloves. Comfortable shoes are to be worn; steel toe boots are not required.

Successful completion of the test is measured by age groups and a predetermined time, listed below:

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25
31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

Obstacle Course

Event

#1 HOSE DRAG

Drag the uncharged 3" hose (150') forward to the designated ending cone. Drop the hose and round the cone. Walk back to the start line.

#2 HOSE PULL

Round the cone at the start line. Pick-up the end of the hose and begin pulling the same hose back to the start line. Once the participant's feet are planted they may not move. No walking with the hose, arms only. Complete this section by pulling all hose across the designated start line. Walk to the dummy drag.

#3 DUMMY DRAG

Walk around the fire hydrant and enter the dummy drag event between the two entry cones in the middle. Proceed to the dummy and drag the dummy to the opposite side found. Drag the dummy around the cone with the head at the cone ready to go in the opposite direction. Exit the event through the two cones in the middle and go right. Walk to the SCBA.

#4 SCBA PACK

Walk around the cone and turn right. Walk to the SCBA. Don the pack, with no face piece. Walk to the axe.

The SCBA will be worn for the rest of the course.

#5 AXE SWING

Pick-up the axe and strike the wood pole on the ground 25 times. The axe head must come up to the level of the ear. Walk to the ladder simulator.

#6 LADDER SIMULATOR

Hand over hand pull the ladder simulator halyard until the siren at the top is activated or until the proctor says "good". Lower the simulator halyard hand over hand. The halyard shall not run free through the hands, the halyard must be lowered under control hand over hand. Walk to the hose bundles.

#7 HOSE STACK

Un-stack the hose. Put the first hose in the furthest ring on the ground. Continue to work back to the closest ring. After placing the last bundle in the ring raise your hands into the air. Now begin restacking the bundles. Start with the closest hose bundle and finish with the furthest. The stack should look the same as when you began. Walk to the charged hose.

#8 CHARGED HOSE DRAG

Pick-up the nozzle and drag it to the cones. Once the nozzle crosses the line drop it and return to the first coupling past the starting cones. Pick-up the coupling and place over the cone. Repeat for the next coupling up the line. Proceed to the nozzle and place it over the furthest cone. Walk to the finish line for time to stop.

New hire non probationary

New hire employees who have successfully completed probation and have been removed from probationary status, will be allow to complete their initial testing of parts I & II in September or March following the guidelines listed above. If an employee completes and passes his/her primary test in the month of March compensation shall be based on a six month period. After this initial period the employee will follow the annual testing track with physical fitness testing being completed in September.

Retesting:

Any employee who was eligible to test but did not for medical conditions or other unforeseen events may retest in March and receive payment as stated in the MOU.

Updated list

When all eligible employees have completed the test a list of names is provided to the Operation's Division Chief and the city administrative office to process payment.

PHYSICAL FITNESS TEST FOR INCENTIVE PAY

YEAR	
NAME	
AGE	
BLOOD PRESSURE	
RESULTS (PASS/FAIL)	
STEP TEST PULSE	
RESULTS (PASS/FAIL)	

YMCA 3-MINUTE STEP TEST POST EXERCISE 1-MINUTE HEART RATE (beats/minute)

Age (yrs)	18-25		26-35		36-45		46-55		56-65		>65	
Gender	M	F	M	F	M	F	M	F	M	F	M	F
Excellent	70-78	72-83	73-79	72-86	72-81	74-87	78-84	76-93	72-82	74-92	72-86	73-86
Good	82-88	88-97	83-88	91-97	86-94	93-101	89-96	96-102	89-97	97-103	89-95	93-100
Above Avg.	91-97	100-106	91-97	103-110	98-102	104-109	99-103	106-113	98-101	106-111	97-102	104-114
Avg.	101-104	110-116	101-106	112-118	105-111	111-117	109-115	117-120	105-111	113-117	104-113	117-121
Below Avg.	107-114	118-124	109-116	121-127	113-118	120-127	118-121	121-126	113-118	119-127	114-119	123-127
Poor	118-126	128-137	119-126	129-135	120-128	130-138	124-130	127-133	122-128	129-136	122-128	129-134
Very Poor	131-164	141-155	130-164	141-154	132-168	143-152	135-158	138-152	131-150	142-151	133-152	135-151

OBSTACLE COURSE TIME		
RESULTS (PASS/FAIL)		
RESULTS (PASS/FAIL)		
ATTEMPT #		

COURSE TIME TABLE

AGE	TIME
15-19	6:55
20-25	7:10
26-30	7:25
31-35	7:40
36-40	7:55
41-45	8:10
46-50	8:25
51-55	8:40
56-60	8:55
61-65	9:10

ATTACHMENT E



California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone - (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

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

APR 12 2011