

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2013-190 AND }
ADOPTING A SCHEDULE OF BENEFITS }
FOR MANAGEMENT EMPLOYEES OF THE }
CITY OF TURLOCK COVERING THE }
PERIOD JULY 1, 2014 THROUGH }
JUNE 30, 2017 }

RESOLUTION NO. 2014-167

WHEREAS, staff and employees of the Management group met and agreed upon the terms of the Schedule of Benefits as outlined in the attached (see Exhibit 5); and

WHEREAS, the City and Management employees 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. 2013-190 and adopt the attached Schedule of Benefits covering the period July 1, 2014 through June 30, 2017.

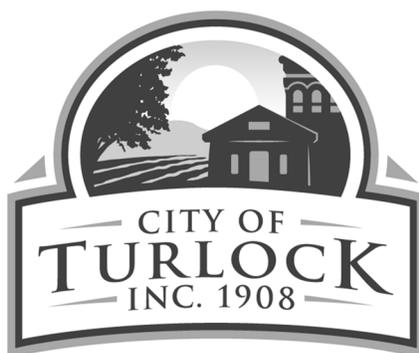
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of October, 2014, by the following vote:

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



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

July 1, 2014 – June 30, 2017

Table of Contents

1:00	SALARIES	1
1:01	Cost of Living	1
1:02	Professional Development.....	1
1.03	Out of Class Pay	1
1.04	Master’s Degree Pay.....	2
1.05	Reducing Employee Concessions	2
1.06	Base Salary and Regular Rate of Pay	3
2:00	DEFERRED COMPENSATION	3
3:00	RETIREMENT	4
4:00	MEDICAL PLAN	5
4:01	Health Benefits.....	5
4:02	Collaborative Health Care Bargaining.....	6
5:00	RETIREE HEALTH	6
5:01	Retiree Health - Definition	6
5:02	Retiree Health - Funding	6
5:03	Retiree Health - Eligibility.....	6
6:00	LONG TERM DISABILITY	7
7:00	TERM LIFE INSURANCE	7
8:00	RETIREE HEALTH SAVING (RHS) VANTAGE CARE PLAN	7
9:00	VACATION	8
9:01	Method of Accrual.....	8
9:02	Maximum Vacation Accrued	9
9:03	Required Annual Vacation Usage.....	9
9:04	Sell Back.....	9
9:05	Donating Time	9
10:00	SICK LEAVE	9
10:01	Family Illness	9
10:02	Immediate Family	10
10:03	Unused Sick Leave	10
10:04	Conversion of Sick Leave Towards RHS Vantage Care Plan.....	10
11:00	HOLIDAYS	10

12:00	ATTENDANCE/LEAVES OF ABSENCE/light duty	12
12:01	Absence Without Leave	12
12:02	Reinstatement After Discharge	12
12:03	Work Related Injury	13
12:04	Disability Retirement	13
12:05	Light Duty Assignments.....	13
12:06	Bereavement Leave	14
12:07	Special Leave	14
12:08	Jury Duty	14
12:09	Management Leave.....	15
13:00	COMPUTER LOAN PROGRAM.....	15
14:00	MEDICAL EXAMINATION.....	15
14:01	When Required.....	15
14:02	Costs.....	16
14:03	Termination	16
15:00	DRUG FREE WORK PLACE POLICY	16
16:00	PERSONNEL RULES.....	16
17:00	DISCRIMINATION	16
18:00	VEHICLE ALLOWANCE	16
19:00	F.L.S.A.....	17
	SIGNATURE PAGE.....	17
	ATTACHMENT A: PERS VALUATION	
	ATTACHMENT B: SALARY SCHEDULE	
	ATTACHMENT C: BINDING ARBITRATION	

1:00 SALARIES

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

1:01 Cost of Living

Employees will receive no Cost of Living Allowance (COLA) for the period July 1, 2014 through June 30, 2017.

1:02 Professional Development

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

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

This amount is to be used during the fiscal year. Employees must have worked a minimum of six (6) months during the fiscal year in order to be eligible for the Professional Development Program. Employees have two options for this benefit:

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

2. Sellback

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

This check will be payable on June 5th.

1.03 Out of Class Pay

The City agrees that upon specific written assignment by the Service Area Director or City Manager an employee may be required to assume the duties, responsibilities,

authority and accountability of a higher classification.

1. Employees assigned to perform the duties of a higher classification for an extended period shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned. The compensation amount received by the “acting” employee shall not exceed an additional five percent (5%) over their regular salary.
2. An employee seeking additional training in another class may waive his/her right to work-out-of-class pay in order to pursue desired training

1.04 Master’s Degree Pay

Employees who possess a Master’s Degree from an accredited college or university will receive an additional 2.5% of their base salary per month. To receive Master’s Degree Pay, employees must provide the Human Resources Division with a college transcript establishing possession of a Master’s Degree. Master’s Degree Pay becomes effective the pay period following verification that employee possesses a Master’s Degree and will be paid at the time and in the manner as all other special pays.

1.05 Reducing Employee Concessions

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

The Employee concessions will be reduced as follows:

Effective July 1, 2014, employees will receive a 2.23% base salary increase.
Effective July 1, 2015, employees will receive a 1.89% base salary increase.
Effective July 1, 2016, employees will receive a 1.97% base salary increase.

Attachment GB, Salary Schedule.

Sworn Fire – Fire Chief

Range 39.1	(current)	New Rate
Semi-monthly	\$5,960.00	\$6,480.50
Monthly	\$11,820.00	\$12,961.00

EPMC is being terminated and permanently eliminated as set forth in this Schedule of Benefits. As a result of the termination/elimination of EPMC, the current Fire Chief will receive a one-time wage adjustment as set forth above, effective October 1, 2014. The wage range for the position of Fire Chief will remain at 39.1. The current Fire Chief’s wages will be “Y-rated” until the City’s adopted wage range for the position of Fire Chief equals or surpasses the current Fire Chief’s “Y-rated” wages. The start date will be October 1, 2014, per the City Council Resolution for the termination and elimination of the

EPMC benefit/contribution. Management Fire employees shall not receive this benefit and shall not receive EPMC.

“Y-rating” means the temporary freezing of an employee’s salary when that salary has been determined to exceed the appropriate level of compensation for the level of duties performed.

1.06 Base Salary and Regular Rate of Pay

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

Example of Base Salary: Comm Housing Prog Supv Range 30.1

Step 1	Step 2	Step 3	Step 4	Step 5
Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly
\$6321/\$36.47	\$6638/\$38.29	\$6970/\$40.21	\$7318/\$42.22	\$7684/\$44.33

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

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

2:00 DEFERRED COMPENSATION

A one-time choice to participate in the City’s 401 deferred compensation program must be made at date of hire or date of promotion. The City agrees to match the employee’s contribution to the City’s 401 deferred compensation program as follows:

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

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

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

Directors: Employee contribution: Seven percent (7%), effective 8/16/05.
A change in employee contributions requires a unanimous vote.

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

3:00 RETIREMENT

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

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

In addition, the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation table Exhibit A dated April 6, 2011. (See Attachment A). The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

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

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

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

4:01 Health Benefits

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for their employees and dependents through a self-funded plan or a fully funded insurance plan. The City agrees to pay a maximum benefit per month for each employee-family into its self-funded plan or any stand-alone plan, which provides coverage as described above. The City will pay one hundred percent (100%) per employee/family for City sponsored EPO medical/dental/prescription/vision insurance plans during the term of this Resolution, effective 7/1/07.
2. The maximum City paid benefit per month for the plan year will be equal to the Turlock City Employees Association (TCEA) bargaining unit.
3. The City reserves the right to provide health benefits through a self-funded plan or fully funded insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances:
 - a. The plan imposes exorbitant costs upon the City.
 - b. The health care carrier refuses to provide services to the City.
 - c. The health care provider no longer offers the services; or
 - d. The health plan is discontinued.
4. If the City discontinues use of any of the listed health care providers they will provide a health care provider with similar services.
5. The City agrees to pay fifty percent (50%) of the cost of the above-referenced health insurance monthly premium toward the employee's deferred compensation account provided the following criteria are met:
 - Employees who choose not to participate in the City's insurance plan must provide certificate of proof of coverage with another insurance carrier through their spouse's employer acceptable to the City.
 - Election to receive in-lieu contribution can only occur during open enrollment period each June.
 - Employee may return to the City's plan during the course of the plan year only when alternate coverage is lost due to a life altering event such as divorce

or death of a spouse. Employees who wish to re-enroll in the City's health plan may do so under the following conditions:

- a. loss of spousal insurance coverage due to life status changes (death, divorce, termination of employment) as witnessed by formal documentation; or
 - b. during regular open enrollment period.
6. The parties agree to the modification of the health care plan as recommended by the bargaining representatives set forth in Attachment E.

4:02 Collaborative Health Care Bargaining

Management Employees and the City agree that after this Schedule of Benefits has been approved, Management 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.

5:00 RETIREE HEALTH

5:01 Retiree Health - Definition

Retiree Health consists of health, dental, and vision insurance coverage.

The City offers retirees the same health, dental and vision coverage available to current employees. Premium payments will be the responsibility of the retired employee. Election to continue City sponsored medical/dental/vision coverage must be determined within thirty (30) days of the date of retirement. Premiums will be based on actuarial surveys.

Premiums may be adjusted at the beginning of each plan year.

5:02 Retiree Health - Funding

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

5:03 Retiree Health - Eligibility

You must have a minimum of ten (10) years of service as a management employee with

the City of Turlock. Retirees must elect to continue with the City's plan within thirty (30) days of retirement. Thereafter, retirees are ineligible to participate in the City's plan.

1. Benefits under this program are not transferable.
2. Retiree must be fifty (50) years of age to participate in the program.

Retirees are eligible to continue with this program until they: 1) reach age sixty-five (65); 2) become eligible for Medicare; or 3) become eligible to participate in another group plan in the role of an employee; whichever comes first.

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

6:00 LONG TERM DISABILITY

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

7:00 TERM LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1 $\frac{1}{2}$) times the annual salary, plus \$5,000 not to exceed \$500,000.

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

Effective 10/1/00, the City will make an employer contribution of one-half (1 $\frac{1}{2}$ %) of base salary of members of the bargaining unit to each employee's Retiree Health Savings Vantage Care Plan. Effective July 1, 2011, the two and one-half percent (2 $\frac{1}{2}$ %) that the City previously contributed to the Retiree Health Fund is now being contributed to each employee's Retiree Health Saving Vantage Care Plan, making the total contribution three percent (3%).

Every June 30th, after vacation sell-back, employees who have a vacation balance of one hundred (100) hours or greater, will convert ten (10) hours of vacation time at base salary rate to their Retiree Health Saving Vantage Care Plan. This amount will be converted during the July 20th payroll.

At retirement, employees who have three hundred and fifty (350) or more hours of vacation will convert one hundred percent (100%) of accrued vacation hours to their Vantage Care Retirement Health Savings Plan account.

At Retirement employees will convert all accrued Sick Leave as a contribution to Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit conversion.

9:00 VACATION

9:01 Method of Accrual

The vacation accrual for Directors shall be as follows:

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

The vacation accrual for Managers shall be as follows:

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

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

9:02 Maximum Vacation Accrued

Maximum accumulation is four hundred (400) hours.

9:03 Required Annual Vacation Usage

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

9:04 Sell Back

On June 20th of each year, an employee has the option to return up to 40 hours of accumulated vacation time to the City for its then current value, based on the employee's base monthly salary, provided said employee has at least sixty (60) vacation hours earned at the time he/she chooses to return it to the City.

After vacation sell back, if the employee's vacation balance is one hundred (100) hours or greater, it is mandatory that the employee will convert ten (10) hours of vacation time to the Retiree Health Saving Vantage Care Plan. This amount will be converted during the July 20th payroll.

9:05 Donating Time

The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments.

Employees who donate sick leave must do so at a conversion rate of 2 to 1; (i.e., four (4) hours credited for every eight (8) hours of sick leave donated – such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.

10:00 SICK LEAVE

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Sick leave shall be considered as a benefit, which an employee may use for actual sickness or disability.

10:01 Family Illness

1. Employees may use a maximum of six (6) days of sick leave per calendar year to

care for members of the employee's immediate family.

2. Employees may use a maximum of eight (8) days or sixty-four hours (64) of sick leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit.

10:02 Immediate Family

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

10:03 Unused Sick Leave

On November 1 of each year, each employee having at least four years continuous employment with the City may, at the option of the employee, be paid for fifty percent (50%) of his unused accrued sick leave from the previous twelve (12) month period. The remaining fifty percent (50%) of unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four (4) years, retires or dies while in City service, the employee or the employee's beneficiary shall be paid for twenty-five percent (25%) of the employee's total accumulated unused sick leave.

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

Employees retiring will convert all accrued Sick Leave as a contribution to Retiree Health Savings Vantage Care at a conversion rate of fifty percent (50%) after their PERS Service Credit Conversion. Employees terminated for cause shall not be eligible for any sick leave payments.

11:00 HOLIDAYS

Employees shall have the following City-paid holidays:

1. Veteran's Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year's Day (January 1)

6. Martin Luther King Day (Third Monday in January)
7. President's Day
8. Memorial Day (Last Monday in May)
9. Independence Day (July 4)
10. Labor Day (First Monday in September)
11. Columbus Day - City offices will remain open on Columbus Day. Managers must use vacation or compensatory time if they would like to observe the holiday.
12. Floating Holidays – On July 1 of each year, 16 hours will be added to the vacation allowance of each employee. In the event that an employee leaves City service prior to the end of a fiscal year, a pro-rata deduction will be made from any final compensation due the employee.
13. Day before or after Christmas or New Year's Day – Employees may schedule this holiday as arranged with their supervisor to insure balanced staffing levels.
14. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
15. In the event the holiday falls on a Sunday, the following Monday shall be observed as the holiday.
16. Any day of mourning or holiday declared by the Governor or President. In such cases, the time observed will be one-time events, not on-going holidays or days of mourning to be reported in subsequent years. The specified amount of time will cause the closing of City offices or an equal amount of hours will be added to vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provision only if employees of the State of California and/or the Federal Government are not required to work on the "day of mourning" or "holiday declared by the Governor or President."
17. In exchange for the employee concessions during the term of this Schedule of Benefits, employees will receive fifty-six (56) hours of in lieu time off in 2014, 40 hours of in lieu time off in 2015, and 24 hours of in lieu time off in 2016. All employees whose presence can be excused for a short duration of time and not adversely affect public safety or the operations of the City, as determined by the Department Director, in lieu time must be taken as follows:

56 hrs - 2014: December 22, 23, 24, 29, 30, 31, 2014 January 2, 2015

40 hrs - 2015: December 23, 28, 29, 30, 31, 2015

24 hrs - 2016: December 27, 28, 29, 2016

The holiday designated as the day before or after Christmas or New Year's Day shall be taken by all bargaining unit employees on December 26, 2014, December 24, 2015, and December 30, 2016.

The City will close for regular business on December 22, 2014 and will resume regular operations on January 5, 2015. The City will close for regular business on December 23, 2015 and will resume regular business on January 4, 2016. The City will close for regular business on December 26, 2016 and will resume regular business on January 3, 2017.

For all employees whose presence cannot be excused for a short period of time because it would adversely affect public safety or the operations of the City, as determined by the Department Director, the in lieu time will be credited as follows:

2014 - 56 hours on December 31st to be taken prior to December 31, 2015

2015 - 40 hours on December 31st to be taken prior to December 31, 2016

2016 - 24 hours on December 31st to be taken prior to December 31, 2017

Time off in lieu is "use or lose" with no cash value.

12:00 ATTENDANCE/LEAVES OF ABSENCE/LIGHT DUTY

12:01 Absence Without Leave

Failure on the part of an employee who is absent without leave and fails to return to duty within twenty-four (24) hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance and this Memorandum of Understanding, except as provided below. The depositing in the United States mail of a First Class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice. The employee shall be responsible for providing the City Manager with a current address.

12:02 Reinstatement After Discharge

Any employee discharged by reason of failing to return to work, with or without having received notice to return, shall be reinstated without pay for such period of absence without leave. The employee must prove to the satisfaction of the City Manager that such absence was for legitimate reasons.

12:03 Work Related Injury

Any employee incurring a work-related injury or disability shall be entitled to injury leave to the extent provided by the State Workers Compensation Insurance Act. The first twenty-four (24) hours of leave due to an on-the-job injury, in each twelve (12) month period, will not be charged to any accrued time.

12:04 Disability Retirement

Nothing in this section shall prevent the City, upon receipt of proper medical certification, from placing an employee on work-related or other disability retirement and paying such employee all accrued and unused vacation and sick leave in a lump sum, pursuant to conversion policies.

12:05 Light Duty Assignments

1. On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department or Service Area.
2. Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exist:
 - a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.
 - b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.
 - c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.

- d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.
- e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

12:06 Bereavement Leave

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

If the services are within three hundred (300) miles of the City of Turlock:

Spouse	not to exceed (6) six working days
Mother/Father	not to exceed (4) four working days
Son/Daughter	not to exceed (5) five working days
Grandmother/Grandfather	not to exceed (4) four working days
Granddaughter/Grandson	not to exceed (4) four working days
Sister/Brother	not to exceed (4) four working days

If the service is more than three hundred (300) miles from the City of Turlock:

Spouse	not to exceed (8) eight working days
Mother/Father	not to exceed (6) six working days
Son/Daughter	not to exceed (8) eight working days
Grandmother/Grandfather	not to exceed (6) six working days
Granddaughter/Grandson	not to exceed (6) six working days
Sister/Brother	not to exceed (6) six working days

12:07 Special Leave

Special leaves of absence with or without pay may be approved by the City Manager for up to six (6) months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury.

12:08 Jury Duty

The City shall pay employees called to jury duty until the court dismisses such employees. Upon court dismissal, the employee shall return to work if there are at least two (2) hours remaining in his or her workday. A shift employee will receive equivalent time off with pay when actually serving on jury duty on a day scheduled for shift work. Any payment, except travel pay, received by the employee shall be deposited with the City.

12:09 Management Leave

All directors and managers receive seventy-two (72) hours of management leave per fiscal year as time or cash equivalent, effective 7/1/07. Management Leave will increase as follows:

Effective 7/1/08 80 hours

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

1. Credit hours to available leave as noted on payroll check stub in the "Comp" field. The time must be used by June 30th of the fiscal year. (A minimum of 24 hours must be posted here; effective 7/1/02.)
2. Cash out up to forty (40) hours payable on August 5th.
3. Placement in deferred compensation 457 account, (to elect this option a minimum of twenty-four (24) hours must be posted to "Comp" leave field as noted on payroll check stub, effective 7/1/02) all hours above the twenty-four (24) may be converted to your 457 account. .

13:00 COMPUTER LOAN PROGRAM

The City agrees to offer regular employees the opportunity for a no-interest loan up to \$2,500 for the purchase of a personal computer. The purchase may also include computer accessories such as monitors and printers. A two (2) year payback, guaranteed through payroll deduction, is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination. Employees are not limited to one use of the computer loan program, and have the ability to re-apply after five (5) years from the beginning of the initial loan.

14:00 MEDICAL EXAMINATION

14:01 When Required

The City Manager may require, upon cause, an employee to have a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical, mental or emotional condition as any such condition relates to employment by the City.

14:02 Costs

The City shall pay fees for the examination and for the service of medical specialists or technicians, if required by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

The City Manager shall provide a copy of the physician's written report to the employee.

14:03 Termination

When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the work of his or her present position, or any other position in the City, and cannot be reasonably accommodated as defined in the Americans with Disabilities Act which became effective July 26, 1992, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.

15:00 DRUG FREE WORK PLACE POLICY

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

16:00 PERSONNEL RULES

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

17:00 DISCRIMINATION

It is City Policy that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

18:00 VEHICLE ALLOWANCE

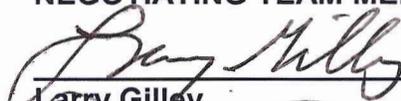
The City Manager will receive a car allowance of \$400 per month; Directors will receive

a car allowance of \$200 per month. Employees who are assigned vehicles are not entitled to receive car allowance.

19:00 F.L.S.A.

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

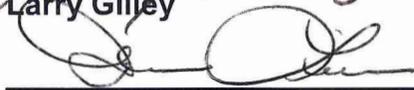
NEGOTIATING TEAM MEMBERS – Management



Larry Gilley

10-22-14

Date Signed

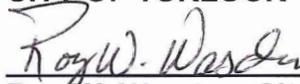


Diana Lewis

10/29/14

Date Signed

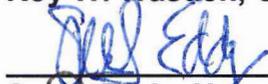
CITY OF TURLOCK



Roy W. Wasden, City Manager

10/31/14

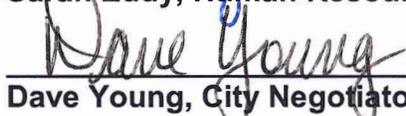
Date Signed



Sarah Eddy, Human Resources Manager

10/30/14

Date Signed



Dave Young, City Negotiator

10-22-14

Date Signed

APPROVED AS TO FORM



Phaedra A. Norton, City Attorney

10-30-14

Date Signed

ATTACHMENT A - PERS VALUATION



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

RECEIVED
APR 12 2011
ACTUARIAL OFFICE

ATTACHMENT B - MONTHLY SALARY SCHEDULE

MANAGEMENT RANGE LIST			2.23% NET ROLLUPS 7/1/14					
BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
5	26	5290	5554	5832	6124	6430	ADMINISTRATIVE ANALYST	
5	29.1	6155	6462	6786	7125	7482	FIN CUSTOMER SERVICE SUPV	
5	30.1	6462	6786	7125	7482	7856	COMM HOUSING PROG SUPV	
5	34.1	7856	8249	8661	9094	9549	PARKS/REC/PUBLIC FAC SUPT	
5	34.7	8095	8500	8924	9371	9839	BUILDING OFFICIAL, CHIEF	
5	35.1	8249	8661	9094	9549	10026	CIVIL ENGINEER, PRINCIPAL	
5	35.6	8457	8880	9324	9790	10279	FINANCE OFFICER	
5	36.1	8661	9094	9549	10026	10527	DEV SUPV/CITY SURVEY	
5	37.1	9094	9549	10026	10527	11054	PLANNING MANAGER	
5	38.1	9549	10026	10527	11054	11607	PARKS, REC & PUB FAC MGR	
5	39.1	10026	10527	11054	11607	12187	REGULATORY AFFAIRS MGR	
5	44.1	12796	13436	14107	14813	15553	WQC DIVISION MGR	
5	47.4	15036	15788	16577	17407	18277	UTILITIES MANAGER	
5	50.2	17234	18096	19001	19951	20949	PARKS, REC, PUBLIC FAC DIR	
MANAGEMENT RANGE LIST			1.89% NET ROLLUPS 7/1/15					
BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
5	29.1	6271	6585	6914	7260	7623	FIN CUSTOMER SERVICE SUPV	
5	30.1	6585	6914	7260	7623	8004	ADMINISTRATIVE ANALYST	
5	34.1	8004	8404	8824	9265	9728	COMM HOUSING PROG SUPV	
5	35.1	8404	8824	9265	9728	10215	PARKS/REC/PUBLIC FAC SUPT	
5	36.1	8824	9265	9728	10215	10725	BUILDING OFFICIAL, CHIEF	
5	35.6	8616	9047	9499	9974	10473	CIVIL ENGINEER, PRINCIPAL	
5	37.1	9265	9728	10215	10725	11262	FINANCE OFFICER	
5	38.1	9728	10215	10725	11262	11825	DEV SUPV/CITY SURVEY	
5	39.1	10215	10725	11262	11825	12416	PLANNING MANAGER	
5	41.1	11262	11825	12416	13037	13689	REGULATORY AFFAIRS MGR	
5	44.1	13037	13689	14374	15092	15847	WQC DIVISION MGR	
5	47.4	15320	16086	16890	17734	18621	UTILITIES MANAGER	
5	50.2	17558	18436	19358	20326	21342	ACCOUNTANT, SR	
MANAGEMENT RANGE LIST			1.97% NET ROLLUPS 7/1/16					
BARG	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
5	27.7	5975	6274	6589	6918	7264	PARKS, REC & PUB FAC MGR	
5	29.1	6395	6714	7050	7403	7773	HUMAN RESOURCES MANAGER	
5	30.1	6714	7050	7403	7773	8162	DEP DEV SERV DIR/ PLANNING	
5	33.1	7773	8162	8570	8998	9448	MUNICIPAL SERVICES DEP DR	
5	34.1	8162	8570	8998	9448	9920	ASST TO CM ECON DEV/COMM HOUSING	
5	35.1	8570	8998	9448	9920	10417	EXEC ASSIST/CITY CLERK	

MANAGEMENT - ATTACHMENT B

ATTACHMENT B - MONTHLY SALARY SCHEDULE

5	35.6	8786	9225	9687	10171	10680	PARKS, REC & PUB FAC MGR
5	36.1	8998	9448	9920	10417	10937	HUMAN RESOURCES MANAGER
5	37.1	9448	9920	10417	10937	11484	ASST TO CM ECON DEV/COMM HOUSING
5	38.1	9920	10417	10937	11484	12058	DEP DEV SERV DIR/ PLANNING
5	39.1	10417	10937	11484	12058	12661	MUNICIPAL SERVICES DEP DR
5	41.1	11484	12058	12661	13294	13958	EXEC ASSIST/CITY CLERK
5	44.1	13294	13958	14656	15389	16158	TECHNICAL SERVICES MGR
5	47.4	15621	16402	17222	18083	18987	CITY MANAGER, ASSISTANT
5	50.2	17904	18799	19739	20726	21762	ADMINISTRATIVE SERV DIR
							DEV SERV DIR/CITY ENG
							MUNICIPAL SERVICES DIR
							PARKS, REC, PUBLIC FAC DIR
							FIRE CHIEF
							POLICE CHIEF
							CITY ATTORNEY
							CITY MANAGER

ATTACHMENT C – BINDING ARBITRATION SCHEDULE

TURLOCK MANAGEMENT EMPLOYEES

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

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

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

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

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

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

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