

**CITY OF TURLOCK  
AND  
TURLOCK CITY EMPLOYEES ASSOCIATION  
2021-2022 SUCCESSOR MOU LABOR NEGOTIATIONS**

Tentative Agreement

November 30, 2021

The City of Turlock ("City") and the Turlock City Employees Association ("TCEA") hereby enter into a tentative agreement to conclude 2020-2021 and 2021-2024 labor negotiations as follows.

**2020-2021**

Status Quo.

**2021-2024**

**1:00 TERM OF AGREEMENT**

July 1, 2021 to June 30, 2024

**10:01 SALARIES**

July 1, 2021

5%

July 1, 2022

5%

July 1, 2023

4%

**13:00 INSURANCE**

**13:01 Health, Dental & Vision Benefits**

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

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

**Effective on July 1, 2023, or as soon as administratively feasible thereafter, employees shall contribute ten percent (10%) toward medical, dental, and vision benefit premiums.**

### **13.02 Deferred Compensation in Lieu of Insurance**

1. Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, **and which is not provided by the City**, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute \$475 per month to the employee's deferred compensation account for those employees not electing City health insurance. **A spouse who is married to another City of Turlock employee and receiving the "in lieu" contributions effective on July 1, 2021, shall be grandfathered and allowed to continue receiving such contributions.**
2. Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner's or parent's employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner's or parent's employers' coverage due to a change in life status (death, divorce, termination of employment, etc.) Normal waiting provisions for coverage shall otherwise apply.

### **27:00 HOLIDAYS**

The City agrees to provide 40 hours of "in-lieu" time off in **2021-2022, 2022-2023, and 2023-2024**. "In-lieu" time will be taken as follows:

**2021: December 22, 27, 28, 29, 30, 2021. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2021.**

**2022: December 22, 27, 28, 29, 30, 2022. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 23, 2022.**

**2023: December 21, 26, 27, 28, 29, 2023. The floating holiday designated as the day before or after Christmas or New Year's Day shall be taken on December 22, 2023.**

Employees who cannot be excused for a short period of time for public safety or City operational reasons, as determined by the Department Director, will have “in-lieu” time credited on **December 31, 2021, to be taken prior to December 31, 2022 (for fiscal year 2021-2022); December 31, 2022, to be taken prior to December 31, 2023 (for fiscal year 2022-2023); December 31, 2023, to be taken prior to December 31, 2024 (for fiscal year 2023-2024).**

Time off in-lieu is “use or lose” with no cash value.

Employees covered under this Agreement shall have the following City-paid holidays for the period of this Agreement.

1. Veteran’s Day (November 11)
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Day
5. New Year’s Day (January 1)
6. Martin Luther King Day (Third Monday in January)
7. President’s Day
8. Memorial Day (Last Monday in May)
9. **Juneteenth (June 19)**
10. Independence Day (July 4)
11. Labor Day (First Monday in September)
12. Floating Holidays – On July 1 of each year, will be added to the vacation allowance of each employee. The twenty-four (24) hours includes eight (8) hours for Columbus Day. In the event that an employee leaves City service prior to the end of the 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 with their supervisor to insure balanced staffing levels.
14. In the event the holiday falls on a Saturday, the proceeding Friday shall be the holiday instead.
15. In the event the holiday falls on a Sunday, the following Monday shall be the holiday instead.

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. Time allotted under this provision will either cause the closing of City offices or will cause an equal amount of hours will be added to the employee's vacation time on the books. Employees will be allowed to utilize holiday time under the above-listed provisions 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. Shift Personnel at Municipal Services — For employees subject to shift rotation, ~~10~~ ~~9-33~~ hours of annual holiday leave shall be credited to each employee's holiday time each month in place of scheduled holidays. New employees shall accrue holiday in lieu time from their first full month of employment. Employees covered under this provision may not use holiday time until it is earned. Management shall not unreasonably deny the use of in-lieu holiday time.

- a. Cash-Out — In-lieu Time: Employees may case out at straight base wage up to nineteen (19) hours of in lieu time each June for payment on the July 20<sup>th</sup> payroll.
- b. Employees must use in lieu holiday hours during the course of the fiscal year. Seven (7) holidays (56) hours must be used by the end of January.
- c. Employees will provide a written request for holiday time at least two (2) weeks in advance and the City will respond in writing within five (5) calendar days after the request is submitted.

Holiday time must be used prior to the end of the fiscal year or they will be lost, except as provided in subsection d.

- d. Employees shall be allowed to carry over into the next fiscal year a maximum of nineteen (19) hours that must be used on or before September 30<sup>th</sup>. These hours shall not count toward the usage required by subsection (b). All hours not used by September 30<sup>th</sup> shall be lost.

18. City agrees to add an additional eight (8) hours straight time to CTO accrual for Wastewater Treatment Plant Operators working at least eight (8) hours on any of the following holidays: Christmas Day, Thanksgiving Day and Independence Day.

**ON BEHALF OF THE CITY**

**ON BEHALF OF TURLOCK CITY EMPLOYEES ASSN**

\_\_\_\_\_  
Andrew M. Aller, City Negotiator

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Mehran Tahoori, TCEA Negotiator

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Sarah Eddy, Interim City Manager

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Mike Murphy, President

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Kim Hammack, Secretary