



**MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN  
THE CITY OF TURLOCK  
AND  
TURLOCK CITY EMPLOYEES ASSOCIATION**

**July 1, 2021 – June 30, 2024**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF TURLOCK  
AND  
TURLOCK CITY EMPLOYEES ASSOCIATION**

**PREAMBLE**

The authorized representatives of the City Council of the City of Turlock, hereafter referred to as the "City", and the authorized representatives of the Turlock City Employees Association hereafter referred to as "TCEA" or the "Association," do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding.

The terms and conditions of employment set forth in this Memorandum of Understanding have been discussed in good faith by the authorized representatives of the City and the authorized representatives of TCEA. The authorized representatives of TCEA agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the employees, authorized representatives of the City agree to recommend to the Turlock City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

**1:00 TERM OF AGREEMENT**

This Memorandum of Understanding ("MOU") shall commence at 12:01 a.m. on July 1, 2021 and terminate at midnight on June 30, 2024. Any time after January 1, 2024, either City or the Association may deliver written notice to the other party of its intent to modify the terms of this MOU.

**1:01 RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining representative under the Myers-Milias-Brown Act ("MMBA") (Gov't Code §§ 3500 et seq.) on matters relating to wages, hours, and terms and conditions of employment for all employees in classifications listed in Attachment E of this Agreement, and any new classifications hereafter established and sharing a community of interest with the classifications listed in Attachment E of this Agreement, as determined in accordance with the MMBA and related regulations.

**2:00 MANAGEMENT RIGHTS**

**2:01 GENERAL TERMS**

The City continues to possess exclusively the rights listed below plus all other rights to

which, by law, the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e.- resolution or ordinance):

- a. To determine the mission of all constituent departments, commissions and boards.
- b. To set standards of service.
- c. To determine the appropriate levels of City services, except where defined in the MOU.
- d. To take disciplinary action for just cause.
- e. To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization and technology.
- f. To employ any appropriate means or method to maintain the efficiency of governmental operations and administration.
- g. To determine the methods, means and personnel by which government operations are to be conducted.
- h. To determine the procedure and standards for selection for employment and determine the content of job classifications.
- i. To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring employees work overtime.
- j. To direct employees, make assignments and determine need for overtime work.
- k. To transfer or reassign employees, as outlined in the MOU.
- l. To lay off employees by position as result of: elimination of positions through City Council resolution, lack of work; budgetary considerations (including, without limitation, lack of funds or other appropriate related reasons), reorganization; or other related reasons.
1. Any agreement between the City and TCEA evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 *et. seq.* shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.
2. Prior to any resolution, ordinance or statement of policy affecting employee

rights, wages or working conditions of employment, the City shall provide ten days' notice to TCEA. TCEA shall have the right to express its opinion upon the matter to the City Manager, Mayor and City Council and maintains the right to meet and confer regarding such proposed changes when applicable.

## 2:02 MEDICAL EXAMINATIONS

1. **When Required.** The City Manager may require, upon cause, an employee to have a medical examination by a health care practitioner designated by the City Manager to evaluate the functional capacity of the employee to perform the essential functions of his or her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists, and other appropriate practitioners to determine the employee's physical or mental fitness to perform his or her present employment with the City, provided that no statement of medical diagnosis is included in information disclosed to the City by the practitioner.

2. **Costs.** Fees for the examination and for the service of medical specialists or technicians, if required by the City, shall be paid by the City. The employee may provide medical or other evidence to the examining physician or to the City. The examining physician shall make a written report of the examination to the City.

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

3. **Transfer.** When the City Manager, after considering the conclusions of the medical examination and other pertinent information, concludes that the employee is unable to perform the essential functions of his or her present position with or without an accommodation, but is able to perform the work of another vacant position, the appointing power may transfer the employee to such a position. The employee transferred pursuant to this section shall receive the maximum of the salary range of the class to which he or she is transferred, provided that such salary is not greater than the salary he or she received at the time of his or her transfer. Transfer, for the purposes of this section, shall mean to change an employee from one position to another regardless of the new salary or wage scale involved.

4. **Termination.** When the City Manager, after considering the conclusions of the medical examination provided for by this section or medical reports from the employee's physician, and other pertinent information, concludes that the employee is unable to perform the essential functions 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 and the Fair Employment and Housing Act, and the employee is not eligible or waives the right to retire for disability and elects to withdraw his or her retirement contributions or to permit his or her contributions to remain in the retirement fund with rights to service retirement, the City Manager may terminate the employment of the employee.



5. **Reinstatement.** Upon the request of the City Manager or the petition of the employee who was terminated or transferred in accordance with this section, the employee may be reinstated to an appropriate vacant position, if it is determined by the Department Director that the employee is no longer incapacitated for duty. In approving or ordering such reinstatement, the City Manager may require the satisfactory completion of a new probationary period only if the employee is placed in a different position. When the City Manager finds the employee who was terminated or transferred is no longer incapacitated for duty and there is no vacant position to which he or she appropriately can be appointed, the name of the employee shall be placed on a re-employment list.

### **3:00 ASSOCIATION BARGAINING**

#### **3:01 Representative Time Off**

1. Four (4) TCEA representatives shall be granted reasonable paid release time for meet and confer. Necessary release time shall be granted to the applicable steward for grievance meetings and investigations.
2. The City will allow two (2) TCEA representatives to attend P.E.R.S. training or meetings not to exceed eight hours per year. Travel and meal expenses will be borne by the representatives. Attendance at such meetings must be approved through the normal trip authorization process.

### **4:00 ASSOCIATION ACCESS**

The City will provide the Association with 10 days' advance notice by email to the Association's president and secretary, and/or other designee, of any new employee orientation as provided under California Government Code § 3556. A designated Association representative will be given access and a reasonable amount of time without loss of pay during all new employee orientation meetings to communicate with the public employees the Association represents to ensure the effectiveness of state labor relations statutes, meaningfully communicate through cost-effective and efficient means with the public employees on whose behalf it acts, and afford Association representatives an opportunity to discuss the rights and obligations created by this Agreement and the role of the Association, and to answer questions. The City will provide the Association by email to the Association's president and secretary, and/or other designee, with a list of the name, job title, department, work location, work telephone number, home telephone number, personal cellular telephone number, personal email address, and home address of any new employee in the Association's bargaining unit(s) within 30 days of hire or by the first pay period of the month following hire as provided under California Government Code § 3558.

The City will provide the Association by email to the Association's president and secretary, and/or other designee, with a list of all employees in the Association's bargaining unit(s) at least every 120 days. The list will include each employee's name, job title, department, work location, work telephone number, home telephone number, personal cellular telephone number, personal email address, and home address.

Nothing in this article is intended to limit or abridge the provisions of AB 119, as codified at California Government Code sections 3555 to 3599.

## **5:00 CITY POLICIES**

### **5:01 Establishing Work Rules and Policies**

The City agrees to meet and confer on changes in existing work rules or the establishment of new work rules with the Association as required by Government Code §3500 *et. seq.*

### **5:02 Revising Work Rules and Policies**

Proposed or modifications of existing work rules shall not become effective until the City and Association have met and conferred on them in accordance with Government Code §3500 *et. seq.* Work rules will become effective as to each employee after receipt and acknowledgement.

### **5:03 Enforcing Work Rules and Policies**

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement provided the rules are uniformly applied and enforced.

Any unresolved complaint by the Association as to the reasonableness of any new or existing rule, or any complaint by the Association involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## **6:00 PERSONNEL RULES**

The parties agree that issues concerning the administration of wages and benefits which are not specifically referenced herein are covered through language contained in either the PERSONNEL RESOLUTION or PERSONNEL ORDINANCE.

## **7:00 BUDGET REPORTS**

The City will provide to the Association a quarterly, mid-year and annual budget report.

## **8:00 SCHEDULE CHANGES**

Work schedules may be changed with a minimum of 30 calendar days advance notice. In the event of an emergency or unforeseen circumstance, the City may temporarily change schedules to address the emergency or unforeseen circumstance.

## **9:00 EMPLOYMENT**

### **9:01 Probation – New Employees**

The probation period shall be twelve (12) months from the date of hire. Probationary employees are eligible to receive a merit increase to the next highest step in the salary range of their classification upon completion of their probationary period and achieving a minimum overall rating of "Meets Standard" on their performance evaluation. Failure to achieve a minimum overall rating of "Meets Standard" shall cause the probationary employee to be terminated for failing to meet the standards of their position.

### **9:02 Promotional Employees**

Employees who are promoted and do not perform at an acceptable level in their new position for which they are serving a new one-year probationary period will return to a former position in which they held regular status in their department.

### **9:03 Personnel Files**

Employees may review their personnel files at any reasonably arranged time.

### **9:04 Evaluations**

Each employee shall have a written performance evaluation each year, which shall be placed in the employee's personnel file. Employees serving a probationary period will receive semi-annual evaluations.

### **9:05 New Positions And Job Openings**

New positions or vacancies may be created by departmental promotion, attrition, resignation, termination, City promotion or transfers. The City reserves the right to determine if the positions shall be filled from within the City services or by open competition. In order to make the aforementioned determination, the City Manager shall meet with the Department Director and make a decision that the City Manager considers to be in the best interest of the City.

### **9:06 Classification Descriptions**

The City shall offer to meet and consult on newly developed or modified job descriptions for all classifications represented by the Association.

**10:00 SALARIES / SPECIAL PAY / OVERTIME / STANDBY / CALL BACK /  
COMPENSATORY TIME OFF**

**10:01 Salaries**

Employees shall receive base salary increases effective as follows:

July 1, 2021: 5%

July 1, 2022: 5%

July 1, 2023: 4%

**10:02 Bilingual Pay**

1. The City agrees to pay a premium of 2.5% of base rate of pay to employees with bilingual skills in positions the City has determined the use of bilingual skills are necessary or desired to serve the Turlock community. Currently stipends are offered for Spanish and Portuguese. Additional languages may be offered at the discretion of the City Manager.
2. Bilingual assignments shall be recommended by the Department Director and approved by the City Manager. In order to receive bilingual assignments, the employee must undergo and pass testing to be certified as bilingual. In addition, the individual must have provided needed translation on a routine basis.
3. The Department Director with the approval of the City Manager shall have the authority to terminate bilingual assignments when either: (1) the need no longer exists or (2) the number of employees who certified as bilingual is more than is needed for any department.
4. Members of TCEA who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Use of bilingual skills which are incidental to primary job assignments will not warrant bilingual pay.
5. Individuals not selected to earn bilingual pay may submit documented translation service records covering a period of time not less than three (3) months to request a verbal bilingual certification exam and bilingual pay. Such request will be evaluated on the service operation needs of the effected department. The final decision regarding any department's need for a translator is made by the City Manager. The City Manager's decision is final and binding and not subject to the grievance procedure.
6. Bilingual pay is not considered part of the base pay for the calculation of overtime.

7. Bilingual pay is not available to employees while they are serving their initial twelve (12) month probation period.
8. Bilingual pay will begin the pay period following the completion and passing of bilingual exam.

**10:03 Associate Degree Incentive Pay**

Employees who possess an Associate's Degree from an accredited college or university shall receive an additional \$50.00 per month as long as the degree or its equivalency is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa. Associate's Degree Pay will begin the pay period following the submission of proof of degree.

**10:04 Bachelor Degree Incentive Pay**

Employees who possess a Bachelor's Degree from an accredited college or university shall receive \$100 per month as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Associate Degree Incentive Plan in conjunction with the Bachelor Degree Incentive Plan or vice versa. Bachelor's Degree Pay will begin the pay period following the submission of proof of degree.

**10:05 Masters Degree Incentive Pay**

Employees who possess a Master's Degree from an accredited college or university shall receive an additional \$150.00 per month, as long as possession of, or equivalency to the degree is not listed as a minimum qualification for their job description. Employees will be required to submit proof of their degree. Employees shall not be eligible for the incentive pay during their initial twelve (12) month probation period. Employees are not allowed to use the Bachelor's Degree Incentive Pay in conjunction with the Master's Degree Incentive Pay or vice versa. Master's Degree Pay will begin the pay period following the submission of proof of degree.

**10:06 Out of Class Pay**

1. The City agrees that upon specific written assignment by the Department Director an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.

2. Employees assigned to perform the duties of a higher class for at least forty (40) consecutive hours shall be compensated at the base rate of the higher classification if the rate is higher than that to which the employee is regularly assigned beginning on the forty-first (41) hour. The compensation amount received by the "acting" employee shall not exceed an additional five percent (5%) over their salary. An employee seeking additional training in another class may waive his/her right to out-of-class pay in order to pursue desired training.

**10:07 Flexible Staffing**

Effective February 2, 2010, the flexible staffing program was terminated.

**10:08 Definition of Hours Worked**

Hours worked is defined as hours worked including, vacation, sick and comp time used.

**10:09 Overtime Defined**

Overtime is defined as all-time worked over forty (40) hours in a work week including vacation, sick, and comp time used.

**10:10 Compensatory Time Off for Overtime Worked**

Upon prior authorization of the Department Director or due to emergencies, overtime may be approved and paid at time-and-one-half of the base wage as determined by the salary schedule, or by compensatory time off at time-and-one-half, in units of not less than one-half hour, as designated by the employee. All overtime authorized shall be recorded.

**10:11 Compensatory Time Off**

Compensatory time off shall be taken at a time mutually agreeable to both the employee and Department Director. An employee may accumulate no more than sixty (60) hours of compensatory time off. Employees in the Utility Maintenance Worker classification may accumulate a maximum of eighty (80) hours. By June 30<sup>th</sup> of each year, all employees will receive payment for any compensatory time-off hours over forty eight (48) hours and have their level of accrual reduced to forty eight (48) hours.

**10:12 Flexible Time Off**

Prior to overtime being worked, a supervisor may arrange for and inform an employee to take such time off at straight time during the same week that the overtime is worked to insure that the employee's actual time worked does not exceed forty (40) hours within a given workweek.

**10:13 Holiday Overtime**

An employee who is scheduled or called back in accordance with section 10:16 to work on a scheduled holiday shall receive double time pay or compensatory time off for each one hour worked on that holiday, except as provided in section 10:14.

**10:14 Standby**

Employees, including supervisors who volunteer or are scheduled for standby duty, shall be paid sixteen (16) hours of their base rate of pay for every seven, twenty-four (24) hour shifts on standby, starting at the end of the shift on Friday and ending Friday at the end of the shift the following week. Employees shall receive one and one half (1½) times of their base rate of pay or one and one-half compensatory time for call-outs (minimum of one and one half (1½) hour increments). Individuals scheduled to work standby wishing to switch with another employee shall obtain their supervisor's approval at least one week in advance of the scheduled standby week. Standby lists will be posted in December of each year for the next twelve- (12) month period (January - December). Individuals on standby will be allowed to take a City vehicle home. City vehicles shall be utilized in accordance with the City Vehicle Policy. In the event that the standby duty begins on a Friday that is also a Holiday, both the employee ending standby duty and the employee assuming the standby duty shall receive four (4) hours of standby pay.

**10:15 Standby for Wastewater Plant Operators**

Wastewater Plant Operators, including supervisors, who volunteer or are scheduled for standby duty, shall receive compensation at straight time pay when said employees are in standby status as follows:

On work days:	2 hours
On non-work days:	3 hours

Standby status shall start at the end of the shift on Friday and end Friday at the end of the shift the following week.

Employees shall receive one and one half (1½) times of their base rate of pay or one and one-half compensatory time for call-outs (minimum of one and one half (1½) hour increments). "Call-outs" are defined as situations that require an employee to respond on-site at the Water Quality Control Facility.

Employees who spend time performing tasks remotely shall not receive any additional compensation, unless the hours worked exceeds the amount of standby pay received (i.e., more than 2 hours for standby performed on work days, and more than 3 hours for standby performed on non-work days.)

Individuals scheduled to work standby wishing to switch with another employee shall obtain their supervisor's approval at least one week in advance of the scheduled standby week. Standby lists will be posted in December of each year for the next twelve-month period (January - December). Individuals on standby will be allowed to take a City vehicle

home. City vehicles shall be utilized in accordance with the City Vehicle Policy. In the event that the standby duty begins on a Friday that is also a Holiday, both the employee ending standby duty and the employee assuming the standby duty shall receive four (4) hours of standby pay.

**10:16 Holiday Standby**

All personnel scheduled to work on a holiday shall be scheduled from the beginning of the holiday at midnight to the next midnight. An employee who is required to be on standby duty on a scheduled holiday shall be paid, in addition to the normal standby pay, an additional four hours at their base rate of pay for the twenty-four (24) hour holiday period.

**10:17 Work on Holiday Standby**

Employees who are on scheduled holiday standby shall be paid at double their base rate of pay for actual hours worked on a call back assignment on that holiday but no less than 1½ hours.

1. Holidays, for the purpose of this section shall be the actual calendar date from 12 a.m. to 12 p.m. on which the holiday falls and which are delineated as holidays in section 27:00 of this Memorandum of Understanding.

**10:18 Call Back**

Definition: Call back assignments are unscheduled/ unplanned employer requests for employees to return to work to address work demands, as determined by City.

Employees who are called back to work will receive a minimum of two (2) hours of compensation (pay or time) at time-and-one-half. Actual hours worked in excess of two (2) hours will be compensated (pay or time) at time-and-one-half. Pay under this section shall be based on base rate of pay.

**10:19 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.

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.



**10:20 Continuous Service Pay**

Employees who have worked for the City of Turlock continuously from their date of hire shall receive the following continuous service pay:

Beginning with the tenth (10th) year and every year thereafter, 1.5% of base salary.

Beginning with the fifteenth (15th) year and every year thereafter, 1.5% of base salary.

Beginning with the twentieth (20th) year and every year thereafter, 1.5% of base salary.

**11:00 RETIREMENT BENEFITS**

**11:01 Retirement Program**

Employees covered by this Agreement participate in the Public Employees Retirement System (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.

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

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

1. Retirement benefits will be based on the highest one-year of service. Conversion of sick leave accrual towards service credit will be allowed in lieu of sick leave cash out provisions.
2. The PERS 1959 Survivor Benefit is covered at level three (3).
3. The City agrees to amend the contract with CalPERS to provide the employee option to purchase Military Service Credits.
4. 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 have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

#### **11:02 Retiree Health**

1. The City agrees to offer retirees group health, dental, and vision coverage contracted by the City. The retired employee is responsible to pay the premium costs of elected coverage.
2. Premiums will be reviewed for rate adjustments once every twelve (12) months with the plan renewal effective July 1<sup>st</sup> of each year. Retirees will receive a 15 day notice of premium rate changes.

#### **11:03 Retiree Health Savings RHS Vantage Care - Funding**

1. The City agrees to contribute to each TCEA represented employee two percent (2%) of the employee's base payroll to be deposited in each individual's RHS Vantage Care account.

#### **11:04 Retiree Health - Eligibility**

Retirees who wish to participate in the City's offered plan after retirement must elect to continue with such coverage within 30 calendar days of retirement. Thereafter, retirees are ineligible to participate in the City's offered plan. Eligibility for Retiree Health Insurance Coverage is set forth in Attachment A.

#### **11:05 Conversion of Sick Leave To RHS Vantage Care Plan**

Employees retiring from City service may convert sick leave at a rate of fifty percent (50%) of its value based upon the base salary rate of the retiring employee at the time of retirement into their individual Retiree Health Savings Vantage Care plan.

#### **11:06 Deferred Compensation**

The City agrees to match the employee's contribution to the City's deferred compensation program up to one half percent (1/2 %) of the employee's base salary for each pay period in which the employee contributes to the program. Employees with over fifteen (15) years of service will be matched up to one percent (1%) of the employee's base salary for each pay period in which the employee contributes to the program. The increase in the City's match shall be effective the 1<sup>st</sup> day of the month following the employee's 15<sup>th</sup> anniversary.

#### **12:00 RETIREE HEALTH SAVINGS VANTAGE CARE PLAN**

Effective March 1, 2006, the Retiree Health Savings Vantage Care Plan was made available to the Association. Effective June 1, 2007 the Retiree Health Savings Vantage Care Plan became a mandatory savings plan requiring participation by all members as required by the IRS. The general description of this program is included as Attachment A to this MOU.

The City and Association agreed that the City would terminate contributions to the Retiree Health Fund and instead, contribute two percent (2%) of each employee's base payroll into each employee's Retiree Health Savings Vantage Care Plan. This change in contribution from the Retiree Health Fund to each employee's Retiree Health Savings Vantage Care Plan became effective May 1, 2012.

**13:00        INSURANCE**

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

1. The City agrees to establish and maintain a health, prescription, vision and dental plan for employees and their dependents through a self-funded plan or a stand-alone insurance plan.
2. Eligible employees will be provided with the option of participating in either of the following health plans:
  - A. PPO Plan attached hereto as Exhibit A (i.e., the \$250/\$500 deductible with \$2,500/\$5,000 annual out-of-pocket maximum); or,
  - B. HDHP/HSA attached hereto as Exhibit B (i.e., \$1,400/\$2,800 deductible with \$3,000/\$6,000 OOP plan).

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.

3. The City reserves the right to provide health benefits through a self-funded plan or stand-alone insurance plan. The City reserves the right to discontinue a plan under any of the following circumstances, subject to applicable meeting and conferring requirements under the Meyers-Milias-Brown Act:
  - 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.

### **13.02 Deferred Compensation Contribution In Lieu of Health Benefits**

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 or parent 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 or parent employers' coverage due to a change in life status (death, divorce, termination of employment, etc.). Normal waiting provisions for coverage shall otherwise apply.

### **14:00 LIFE INSURANCE**

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be an amount equal to one and one-half (1-1/2) times the annual base salary rate rounded to the next higher \$1,000, if not already a multiple thereof, plus \$5,000. The maximum benefit under this provision is \$500,000.

### **15:00 DONATION OF ACCRUED TIME**

1. The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.
2. The City agrees to allow employees to donate their vacation and/or sick time to fellow employees who must care for an immediate family member who has incurred catastrophic (i.e. life threatening) illnesses or injuries. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and

binding and not subject to the grievance procedure.

3. Such donations will not count towards utilization of sick leave sell-back in December). A maximum of eight (8) hours sick leave may be donated.
4. Employee's immediate family is defined in Section 26:06.

#### **16:00 LONG TERM DISABILITY**

Long Term Disability insurance will be provided to all full-time employees. Employees will be first eligible for coverage the first of the month following 30 days of continuous employment with the City of Turlock. The waiting period for benefits shall be sixty (60) days. Employees may augment long term disability coverage with accrued leave to a limit not to exceed 80% of their current monthly salary.

#### **17:00 UNIFORMS**

The City agrees to continue to provide a uniform to those classifications currently provided one. The City agrees to continue to provide uniform cleaning service for those bargaining unit members who receive it currently.

#### **18:00 SAFETY FOOTWEAR REIMBURSEMENT ALLOWANCE**

Annually, between June 1 to June 30, designated employees are encouraged to purchase new safety footwear for the next fiscal year. The City shall provide designated employees reimbursement for the purchase of safety footwear up to two hundred and fifty dollars (\$250) on August 5. The reimbursement is contingent upon the following:

1. Employees whose job classification requires that they work in the field shall be reimbursed on an annual basis.
2. Employees whose job classification requires that they work in the field a nominal amount (e.g., at least fifty percent (50%)) shall be reimbursed on a bi-annual basis (every other year).
3. Employees whose job classification requires that they work in the field a de minimis amount shall be provided reimbursement every three years.
4. The employee must be identified by classification or individually based on assignments by the City in order to be reimbursed for safety footwear.
5. The safety footwear purchased must meet standards established by the City (i.e., steel toe, etc.) and an original receipt must be presented in order to receive reimbursement. No inspection of the footwear is required prior to submitting for reimbursement. But upon inspection, the footwear must meet the standards established by the City and OSHA guidelines.

6. Employees may request a reimbursement prior to the times listed above due to excessive wear and tear of their safety boot. The City's decision regarding reimbursement is final and binding and not subject to the grievance procedure.
7. Employees may purchase as many pairs of footwear that is covered in whole or in part by \$250 and may use any portion of the \$250 for repair of footwear.

## **19:00 EDUCATIONAL REIMBURSEMENT PROGRAM**

### **19:01 Educational Reimbursement**

A TCEA employee wishing to receive reimbursement for tuition and book fees for coursework related to the advancement of knowledge and skills of their classification, must request approval by the department director and the City Manager prior to enrollment in a course.

Upon approval of coursework by the City Manager and successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

1. The maximum individual reimbursement is \$500 per fiscal year.
2. An amount of no more than \$4,500 per fiscal year for employees in the miscellaneous bargaining unit may be used for this purpose.
3. Participants in this program are required to have and maintain a minimum overall performance rating of average or above.
4. Probationary employees are not eligible for this program.
5. A copy of the class schedule must be attached to the proposal form.

Note: Participation in this program is contingent upon the availability of funds.

### **19:02 Certification Exams**

If a certification examination day falls on a day when an employee being examined is scheduled to be off work, the employee will be granted one-half (5 hours for 10-hour day) day compensatory time off.

Out-of-Pocket Expenses: Reimbursement is provided for expenses incurred to satisfy certification requirements as specified in job descriptions. Expenses to be reimbursed include pre-approved study materials and examination fees once tests have been passed and proof has been provided to the Department Manager.

## **20:00 COMPUTER LOAN PROGRAM**

### **20:01 Computer Loan Program**

The City agrees to offer regular employees the opportunity for a no-interest loan up to \$2500 for the purchase of a personal computer. Employees may apply for a computer loan every five (5) years. The purchase may also include computer accessories such as monitors and printers. A two-year payback, guaranteed through payroll deduction is required, as well as authorization to deduct any outstanding balance from final pay in the event the employee separates from employment. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to termination, including through authorized deduction from final pay as referenced above. The program is subject to available funding. Employees have the ability to re-apply after five years from the beginning of the initial loan.

**20:02 Regular Employee Defined**

"Regular" employees are represented employees who have completed their initial probation. Included in this description are promotional and re-assigned probationary employees

**21:00 INTENTIONALLY LEFT BLANK**

**22:00 JURY DUTY**

When an employee is summoned to jury duty he or she will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time). Jury fees received by an employee, if any, will be remitted to the City, exclusive of any meal, expense, and/or travel reimbursements. Upon being excused from the court each day, the employee must return to work if he or she has more than half the workday remaining. The employee's work schedule should be adjusted to coincide with the employee's schedule for jury service. Jury duty will be considered time worked for pay and overtime calculation purposes.

**23:00 INTENTIONALLY LEFT BLANK**

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**25:00 VACATION ACCRUAL, ACCUMULATION AND USE**

**25:01 Vacation Accrual**

The vacation accrual shall be as follows:

<u>Years Completed</u>	<u>Vacation Days</u>	<u>Hours Per Month</u>
0	10	6.67
3	15	10.00
5	16	10.67
6	17	11.33

7	18	12.00
8	19	12.67
10	20	13.33
15	21	14.00
20	22	14.67

"Vacation Day" for purpose of vacation eligibility means eight (8) working hours. Employees reaching their twentieth anniversary working for the City of Turlock and subsequent five-year anniversary increments thereafter will receive, on a one time basis, five (5) additional vacation days on that special anniversary. These hours will not be subject to the vacation accrual limit – if taken within six (6) months. It is the City's policy to encourage vacation usage.

**25:02 Maximum Vacation Accrued**

<u>Years of Service</u>	<u>Maximum Accumulation</u>
1 - 7 years	350 hours
8+ years	380 hours

The maximum accrued vacation was allowed to be exceeded during the previous M.O.U., however, by December 31, 2012 all employees must be at or below the maximum accrual of 350 hours for 1-7 years of service and 380 hours for 8 + years of service.

A manual override of vacation accrual limitation will be permitted when an employee's approved vacation of forty hours (40) or more was canceled by the City. Employees will provide a written request for vacation at least two (2) weeks in advance and the City shall respond in writing within five (5) calendar days after the request is submitted. If an employee has no CTO, the employee may make a written request for vacation with less than two (2) weeks' notice. The City agrees that maximum flexibility will be used in granting the vacation use request with consideration of the City's genuine work needs.

**25:03 Required Annual Vacation Usage**

All employees shall be required to use at least a forty (40) hour consecutive block of vacation time each fiscal year. Employees with more than ten (10) years of service shall be required to use eighty (80) hours of vacation, including the aforementioned forty (40) hour block usage each fiscal year. Probationary employees, during their initial probationary period, shall be exempt from this provision.

**25:04 Vacation Sellback**

In June of each year, employees who have a minimum of sixty (60) hours of vacation time on the books may opt to cash out up to forty (40) hours of accumulated vacation time for its then current value, based on the employee's base salary rate. The employee shall



receive payment within thirty (30) days of the employee's cash out election date.

**26:00 SICK LEAVE ACCUMULATION AND USE**

**26:01 Sick Leave**

Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of eight (8) hours for each month of service. Employees become eligible to use accrued sick leave upon completion of one (1) full month of continuous service. Sick leave shall be considered as a benefit which an employee may use for actual sickness or disability.

**26:02 Notification**

An employee, unless incapacitated, absent because of illness or injury shall notify their supervisor, or other departmental manager as may be directed, as soon as known but at least one (1) hour prior to the time set for beginning the work shift. If an employee is absent for more than three (3) consecutive days due to illness, the employee is required to provide a doctor's certificate to the departmental supervisor indicating that employee was medically excused from work (including a date to return to work).

**26:03 Medical Release**

The Department Director may require a medical release, with prior notice, for absences of less than three (3) consecutive days when employees have exhibited excessive use of sick leave when compared to other departmental employees or have exhibited a pattern of sick leave abuse (e.g. Fridays or Mondays).

**26:04 Unused Sick Leave**

On November 1 of each year, employees having at least four years continuous employment with the City may, at their option, be paid at their base rate of pay for fifty percent (50%) of unused sick leave earned during the previous twelve- (12) month period. The remaining fifty percent (50%) of accrued but unused sick leave shall be retained in the employee's current accumulated total of unused sick leave. If an employee resigns after four years, retires or dies while in City service, the employee or the employee's beneficiary shall be paid at the base salary rate, for twenty-five percent (25%) of the employee's total accumulated unused sick leave. Employees terminated for cause shall not be eligible to receive payment for accrued sick leave on the books at the time of their termination.

**26:05 Family Illness**

1. Employees may use a maximum of six (6), eight (8) hour days or forty-eight (48) hours of sick leave per calendar year to care for members of the employee's immediate family.
2. Employees may use a maximum of eight (8) days or sixty-four (64) hours of sick

leave per calendar year to care for members of their immediate family who suffer from catastrophic illness which requires the employee's care. The City Manager shall have authority to make the decision when an employee may utilize this benefit. The decision of the City Manager is final and binding and not subject to the grievance procedure. The City Manager may authorize the use of additional sick leave.

**26:06 Immediate Family**

Immediate family is defined as: spouse; father/mother; son/daughter; mother-in-law/father-in-law; step relations and adopted children. Nothing under this section shall violate the rights of domestic partners under California Law.

**27:00 HOLIDAYS**

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.

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. 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 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 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 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. Shift Personnel at Municipal Services – For employees subject to shift rotation, ~~9-33~~ 10 hours of annual holiday leave shall be credited to each employee's holiday time each month in place of scheduled holidays. New employees shall accrue holiday in lieu time from their first full month of employment. Employees covered under this provision may not use holiday time until it is earned. Management shall not unreasonably deny the use of in-lieu holiday time.
  - a. Cash-Out – In-lieu Time: Employees may cash out at straight base wage up to nineteen (19) hours of in lieu time each June for payment on the July 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 Operator's working at least eight (8) hours on any of the following holidays: Christmas Day, Thanksgiving Day and Independence Day.

## **28:00 MISCELLANEOUS LEAVES OF ABSENCE**

### **28:01 Absence Without Leave**

An employee who is absent without leave due to work stoppage or strike and who fails to return to duty within twenty-four (24) hours after notice to return shall be subject to immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance and this Memorandum of Understanding, except as provided below. The depositing with the United States Postal Service of a Registered or Certified letter postage prepaid, mailed to the employee's last known address shall be reasonable notice. The employee shall be responsible for providing the City Manager with a current address.

### **28:02 Reinstatement After Discharge**

If the employee proves to the satisfaction of the City Manager that such absence (as referenced in Section 28:01) was for legitimate reasons, the employee shall be reinstated without pay for such period of absence without leave.

### **28:03 Injury Leave**

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

### **28:04 Light Duty Assignments**

1. On occasion employees might incur an injury or illness that precludes them from performing their regular duties. Moreover, such instances may impose a financial hardship upon the employees and/or a hardship upon a department because of reduced personnel resources. Consequently, it will be the policy of the City to consider and evaluate light or modified duty requests on a case-by-case basis and that such assignments shall not be limited to any department.

2. Evaluating criteria - No light or modified duty assignment shall be approved by the City unless the following criteria exists:
- a. Endorsement for assignments must be obtained from the employee's physician in the case of non-job-related injury or illness indicating the ability of the individual to perform the duties assigned by the City. In cases of a job related illness or injury the City shall designate a physician to examine the employee and determine if he/she is capable of working a light or modified duty assignment.
  - b. A statement from the physician must estimate as to a specific date of recovery from the illness or injury to the extent the employee can be returned to full time work. Such dates may be adjusted based upon accelerated rehabilitation or recovery or a prolonged period of rehabilitation due to aggravated circumstances.
  - c. The duration of the light or modified duty assignments shall be determined on a case-by-case basis. The City maintains complete and sole discretion to determine the length of any light or modified duty assignment. Generally, light duty assignments for non-job related injuries would be limited to two (2) to four (4) weeks.
  - d. The City is under no obligation to create or manufacture a position in order to provide light duty or modified duty assignments to any employee.
  - e. The City's decision regarding all light duty or modified duty assignments shall be final and binding and not subject to the grievance procedure.

**28:05 Military Leave**

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

**28:06 Special Leave**

Special leaves of absence with or without pay, may be approved by the City Manager for up to six (6) months. Such leaves will require the exhaustion of accrued time, including sick leave to the extent that the leave is due to illness or injury. In approving leave requests, the City Manager will consider the Department Director's recommendation related to the ability of the department to continue the provision of service without the employee and the needs of the employee.

**28:07 Bereavement Leave**

Following the death of a relative defined by this section, paid bereavement leave will be

granted upon request of an eligible employee. Bereavement leave shall be coincident to the arrangement of or attendance at a funeral or memorial service for the deceased.

Employees holding regular (non-probationary) appointments in all departments shall be granted Bereavement Leave to arrange for or attend a funeral or memorial service for the first and second degree of consanguinity (including in-laws and step relations) based upon the location of the funeral or memorial services and the relationship of the deceased to the employee:

If the service is within three hundred (300) miles of the City of Turlock:

Spouse	up to (6) six working days
Mother/Father	up to (4) four working days
Son/Daughter	up to six (6) working days
Grandmother/Grandfather	up to (4) four working days
Granddaughter/Grandson	up to (4) four working days
Sister/Brother	up to (4) four working days

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

Spouse	up to (8) eight working days
Mother/Father	up to (6) six working days
Son/Daughter	up to (8) eight working days
Grandmother/Grandfather	up to (6) six working days
Granddaughter/Grandson	up to (6) six working days
Sister/Brother	up to (6) six working days

Working day for the purpose of Bereavement eligibility means eight (8) working hours.

Bereavement leave is not required to be taken on consecutive days.

#### **29:00 ADMINISTRATIVE LEAVE WITH PAY**

The Department Director may place an employee on leave with pay pending an internal investigation.

#### **30:00 GRIEVANCE AND COMPLAINT DEFINITIONS**

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

**Complaint.** A complaint is defined as an employee initiated allegation or dispute

concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Department Director being the final appeal location unless the Department Director is the subject of the complaint. In such cases, the complaint shall be forwarded to the City Manager for final resolution.

## **31:00 GRIEVANCE AND COMPLAINT PROCEDURES**

### **31:01 Representation**

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

### **31:02 Time Limits**

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

### **31:03 Notification**

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

1. Nature of the grievance.
2. Date when the incident occurred.
3. Description of the incident.
4. Rule violated.
5. Specific remedy sought by the Grievant(s).

### **31:04 Steps in the Grievance Procedure**

1. **First Step - Informal Discussions:** Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within twenty (20) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his/her decision within five (5) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he/she may proceed to the next step. If the grievance involves the immediate supervisor, this step shall be bypassed.
2. **Second Step – Supervisor:** If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the

employee and his/her designated representative, if any, and the supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance. If the grievance involves the supervisor, this step shall be bypassed.

3. **Third Step - Department Director:** If the employee remains unsatisfied from the results of the second step, the grievance may be submitted in writing to the employee's Department Director within ten (10) working days after the supervisor's answer is received by the employee. The Department Director shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Director. The Department Director shall review the grievance and may affirm, reverse, or modify the disposition made at the second step. The Department Director's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.
4. **Fourth Step - City Manager:** If the grievance is not satisfactorily resolved in the third step, the employee may appeal the decision of the Department Director to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Director's decision.

#### **31:05            Appeal to City Manager**

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

#### **32:00            DISCIPLINARY PROCESS**

##### **32:01            Causes for Discipline**

The City may take disciplinary action against any employee for just cause. The grounds for disciplinary action include but are not limited to the following:

1. Insubordination, which shall constitute a violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.
2. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.
3. Gross carelessness in the discharge of assigned duties.
4. Substance abuse or consumption of alcoholic beverages during working hours, or reporting for work in a state of intoxication.
5. Misconduct in office or employment.



6. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.
7. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.
8. Improper and unauthorized use of City equipment, property, or funds for private or personal purposes.
9. Unauthorized discussion or release of confidential informational documents or records.
10. Failure to abide by any condition of employment stipulated in the Municipal Code; Personnel Rules and Regulations; and City or department policies; or Memorandum of Understanding approved by formal action of the Council;
11. Use, sale or possession of an illegal narcotic substance.
12. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.
13. Engaging in unauthorized or incompatible employment elsewhere or engaging in political activities during work hours.
14. Dishonesty.
15. Discourteous treatment of the public or other employees.
16. Violation of safety procedures, unsafe work activities or acts which could result in injury to self or others.
17. Failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City.
18. Knowingly filing or pursuing a false charge; and/or
19. Acts of violence towards fellow employees or members of the public in the workplace.

### **32:02           Types of Disciplinary Action**

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

1. **Written Reprimands**: A written statement from the Department Director or designee to a subordinate for an action which meets any of the grounds for disciplinary action listed in this MOU and/or any City policies, procedure, rule or regulation. After verbal consultation, an official notification in writing by the Department Director to the employee stating the cause(s) for dissatisfaction with his/her services and that further disciplinary measures may be taken if the cause is not corrected. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be

taken by the employee in response to the memorandum. A copy of the written reprimand shall be placed in the employee's official personnel record. Appeals regarding written reprimands may be made to the Department Director. The Department Director's findings are final.

Four (4) years following the issuance of a written reprimand, if there has been no reoccurrence of the documented conduct and no other formal disciplinary action, upon written request of the employee the written reprimand shall be removed from the employee's personal file and no further reference shall be made regarding the written reprimand.

2. **Suspension**: The temporary separation of the employee from City service without pay for disciplinary purposes, not to exceed ninety (90) calendar days in one (1) calendar year.
3. **Demotion in Rank or Pay**: A change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class. The Department Director may propose a demotion in accordance with defined disciplinary procedures.
4. **Dismissal**: The discharge from City Service of an employee by the City Manager.

### **32:03            Disciplinary Procedures**

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

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

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

### **32:04            Notification of Skelly Meeting Decision**

Within ten (10) working days (two (2) weeks) after the employee has had the opportunity to respond in a Skelly meeting to the proposed discipline and present evidence on their behalf, the Department Director shall notify the employee of any disciplinary action to be taken and the effective date.

### **32:05 Appeal of Decision**

The employee may appeal the Skelly officer's decision to the City Manager. The appeal must be in writing and must be submitted to the City Manager no later than ten (10) working days of receiving the Skelly Officer's decision.

1. **City Manager:** The employee and/or representative may appeal the decision to the City Manager. Within ten working (10) days of receiving the written appeal, the City Manager will meet with the employee and/or representative to hear reason(s) why discipline should not be imposed. Within ten working (10) days following the conclusion of the meeting, the City Manager shall make a decision to sustain, revoke or modify the decision of the Department Director and shall provide notice to the employee. The imposition of discipline as determined by the City Manager shall be processed immediately.
2. **Advisory Arbitration to City Manager and City Council:** For suspensions of more than three (3) days, demotions in rank or salary or terminations, an employee may submit an appeal of the City Manager's decision to the City Clerk's office within ten working (10) days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.
3. **Selection of Arbitrator:** Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. The cost of the arbitrator shall be borne equally by the employee and the City.
4. **Arbitration Hearing:** The appointed advisory arbitrator shall conduct an evidentiary hearing within a reasonable time after appointment. The usual rules for conducting such a hearing shall apply. The department shall have the burden of proof, the employee is entitled to representation and the opportunity to examine all witnesses and present evidence. All relevant evidence shall be admitted. A record of the proceedings shall be made and transcribed. The arbitrator shall render a written opinion to the City Manager who shall review the administrative record and the opinion of the arbitrator and make a recommendation to the Council to confirm or modify the opinion of the arbitrator. The record of the proceedings shall be transcribed if the City Manager's final decision is appealed to the City Council at the City's expense.
5. **Council Determination:** Within ten working (10) days of receiving the opinion of the arbitrator and the appeal record, the City Manager shall forward them to the

City Council together with a recommendation. The matter shall be placed on the City Council agenda for determination within twenty working (20) days. The City Council shall consider the matter in closed session unless requested to conduct its deliberations in public by the affected employee. No additional evidence or argument may be submitted to the Council. The Council's decision will be announced at the end of the deliberations and a written decision and appropriate finding shall be forwarded to the employee within fifteen working (15) days of the Council's decision. The Council shall not reverse the arbitrator's recommendation, except by unanimous vote.

**32:06 Binding Arbitration**

1. **Employee:** The employee may appeal the decision of the pre-disciplinary hearing within ten (10) working days of receiving the notification of disciplinary action. The appeal shall be made directly to the City Manager.
2. **City Manager:** The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal, unless the parties mutually agree to extend such hearing. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.
3. **Appeal:** As an alternative to Advisory Arbitration identified in Section 16:05(2) of the MOU, TCEA may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, or reduction-in-pay. Written Reprimands shall not be appealed to arbitration. An employee shall submit an appeal to the City Clerk's office within thirty (30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.
4. **Selection of Arbitrator:** Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.
5. **Cost of Arbitrator:** The cost of employing the arbitrator shall be borne entirely by the City. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.
6. **Decision of Arbitrator:** Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 calendar days following the close of the

hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

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

### **33:00 LAYOFF PROCEDURES**

#### **33:01 Emergency Suspension of City Services**

In the event an emergency such as a civil defense disaster or air pollution alert requires the City to suspend City operations, the City will provide and arrange for compensatory time after normal working hours once operations are reinstated, for such employees to work and receive wage benefits lost during the emergency at the same pay rate lost.

#### **33:02 Shortage of Work or Funds**

The City Manager may lay off an employee in the Bargaining Unit upon two (2) weeks' written notice because of material change of organization or shortage of work or funds. Prior to such notice being given, the City shall provide formal notice to TCEA regarding the reduction in force and provide TCEA the opportunity to meet and confer regarding the impacts of layoff.

#### **33:03 Seniority Determination**

The Personnel Officer shall calculate seniority by classification, time in classification series, division, department and City based upon continuous service.

1. **Computation of Continuous Service:** Only full time (paid status) appointment to an allocated position shall be counted in computing seniority.
2. **Break of Continuous Service:** A break of continuous service is defined as not being employed by the City of Turlock for more than ninety (90) calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered a break in continuous services.
3. **Ties in Seniority:** A tie in seniority for a classification designated as being affected by layoff shall be broken by the Department Director. The Department Director shall consider past performance and qualifications, as reflected in official documentation in the employee's personnel file in determining the most senior

employee.

4. If two (2) or more employees in the same job classification in the same division/department are under consideration for layoff, the employee with the shortest length of service in that classification shall be laid off first.

### **33:04 Bumping Rights**

1. In determining bumping rights for a position that has been designated as being affected by layoff, the first criteria shall be the time in classification; the second criteria shall be continuous service time in the Department.
2. Within a classification series, an employee identified for layoff who has seniority may bump to lower level positions in the series in which they formerly held regular status.
3. An employee who has been identified for layoff who holds a job classification which has similar minimum qualifications and job duties to another job classification within the same department/division, may bump to that classification if they are more senior than the incumbent.

### **33:05 Work in Lieu of Layoff**

1. An employee who's service to the City has been satisfactory or above as witnessed by performance evaluations contained in their personnel file, may continue to work for the City in lieu of layoff when the following alternatives are offered by the City: 1) voluntarily demote to a lesser paid position for which they are qualified; 2) compete in recruitments open to City employees for which they are qualified or 3) transfer to a vacant position for which they are qualified.
2. Employees affected by layoff may also bump back to a position where they had attained "regular status" in another department if they possess more seniority than the incumbent(s) and they can demonstrate that they continue to possess the required skills of the position. Employees initiating this option shall be required to serve a new probationary period of six (6) months.

### **33:06 Re-employment Lists**

The names of probationary and regular employees laid off shall be placed on re-employment lists; should such a position or positions involving substantially the same duties be created or filled within one year from date of layoff, the employee or employees laid off shall be called for re-employment. The order of rehire shall be the reverse order of layoff within the class.

### **33:07 Layoff Rules and Policies**

By June 30, 2013, representatives of the City and Association will meet and confer on

language to coordinate the provisions of this MOU, City Personnel Rules and Municipal Code relating to layoffs. Agreed upon language may be incorporated into the next MOU between the parties.

**34:00 ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM**

Adoption of a Drug Free Work Place Policy has been agreed to by both parties (See Attachment C).

*In compliance with the Federal Highway Administration (FHWA) of the Department of Transportation (DOT) Drug and Alcohol Testing Regulations for drivers of commercial motor vehicles, an Anti-Drug and Alcohol Misuse Prevention Program has been established and became effective January 1, 1996. Adoption of this policy has been agreed to by both parties. (See Attachment D).*

**35:00 NON-DISCRIMINATION**

The employer agrees not to discriminate against any TCEA member for lawful activity on behalf of, or membership in, TCEA. The employer and TCEA agree that there shall be no unlawful discrimination against any employee for any of the following reasons: race, religion, color, creed, physical or mental disability or medical condition, marital status, national origin, sex, age, political affiliation or belief or sexual orientation.

**36:00 AGREEMENT VALIDITY**

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction or PERB, such decision shall apply only to the specific Article, Section, or Portion thereof specifically specified in the court's decision. Upon issuance of such a decision, the employer and TCEA agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof. When conflicting provisions exist between this Agreement and any City personnel resolution, provisions within this Agreement shall prevail.

**PROPOSED PAYROLL AND PAYROLL CYCLE CHANGES**

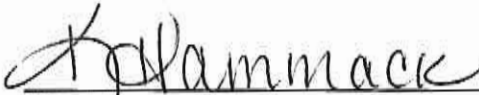
The parties agree to change from a 24 pay period schedule to a 26 pay period schedule, with payday's being made on a bi-weekly (every 2 weeks) basis, when administratively feasible.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

**TURLOCK CITY EMPLOYEES ASSOCIATION**

  
\_\_\_\_\_  
Mike Murphy  
President

3/17/2022  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Kim Hammack  
Secretary

3/17/22  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Mehran Tahoori, Attorney for TCEA

3/16/2022  
\_\_\_\_\_  
Date Signed

**CITY OF TURLOCK**

  
\_\_\_\_\_  
Sarah Eddy, Human Resources Manager

3/18/2022  
\_\_\_\_\_  
Date Signed

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

3/18/22  
\_\_\_\_\_  
Date Signed





## HEALTH CARE COVERAGE IN RETIREMENT ELIGIBILITY REQUIREMENTS

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### **REQUIREMENTS**

1. 10 Years of Service for the City of Turlock.
2. Must retire from City of Turlock.
3. Employees may retain City insurance until age 65 or Medicare eligibility or secure an "outside" insurance plan. Once retirees leave City insurance, they cannot re-enroll in City-sponsored plans.
4. Benefits under this program are not transferable. Retiree is insured through the same plan prior to age 65 or Medicare eligibility.
5. Retiree must be 50 years of age to participate in the program.

# 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

APR 12 2011



## **ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM**

IN COMPLIANCE WITH FEDERAL HIGHWAY ADMINISTRATION (FHWA)  
OF THE DEPARTMENT OF TRANSPORTATION (DOT) DRUG AND  
ALCOHOL TESTING REGULATIONS FOR DRIVERS OF COMMERCIAL  
MOTOR VEHICLES AND FEDERAL TRANSIT ADMINISTRATION (FTA)  
REGULATIONS FOR PREVENTION OF ALCOHOL MISUSE AND  
PROHIBITED DRUG USE IN TRANSIT OPERATIONS (49 CFR Part 655)

# **POLICY AND PROCEDURES**

**EFFECTIVE: JANUARY 1, 1996**

**AMENDED:** DECEMBER 2000, JANUARY 2001, MARCH 2004, JANUARY 2007, JULY 2009,  
AUGUST 2011

CITY OF TURLOCK  
 DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

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CITY OF TURLOCK  
DOT/FHWA (HIGHWAYS) AND FTA DRUG AND ALCOHOL TESTING PROGRAM

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CITY OF TURLOCK  
ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PROGRAM

IN COMPLIANCE WITH FEDERAL HIGHWAY  
ADMINISTRATION (FHWA) DEPARTMENT OF  
TRANSPORTATION (DOT) AND FEDERAL TRANSIT  
ADMINISTRATION (FTA) DRUG AND ALCOHOL TESTING  
REGULATIONS

EFFECTIVE: JANUARY 1, 1996 POLICY AND PROCEDURE AND POLICY STATEMENT (49 CFR 382, 392, 655,)

The City of Turlock (hereinafter referred to as "City" or "employer") has a strong commitment to provide a safe workplace and to establish high standards of employee health and safety. This policy supplements a citywide policy for a drug-free workplace for all employees regarding alcohol and drug use.

The purpose of the present policy is to establish procedures for administration of the Department of Transportation (DOT) anti-drug and alcohol misuse prevention program pursuant to the Federal Highway Administration (FHWA) Drug Testing Regulations as set forth in Title 49 Code of Federal Regulations (CFR) 382, , 392.4, and 392.5 for the FHWA, in addition to Procedures for Transportation Workplace Drug Testing Programs as set forth in 49 CFR Part 40, and Federal Transit Administration (FTA) Prevention Of Alcohol Misuse And Prohibited Drug Use In Transit Operations as set forth in 49 CFR Part 655.

The City has determined, if drivers operating commercial motor vehicles use alcohol or controlled substances, it creates a situation where their employment constitutes a direct threat to the property or safety of the City and citizens of Turlock. The City has further determined that the drug and alcohol testing and prevention program applies to all safety-sensitive employees (full or part-time) when performing any transit-related business. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

All employees and applicants covered in this policy will be requested, under DOT/FTA policy guidelines, to test for drug and alcohol misuse. Refusing to take or failing a drug test or alcohol test for trainees in a covered position or pre-employment drug and alcohol testing will prevent the person from being considered for the covered position. Any employee who refuses or fails a drug or alcohol test may not perform the duties of a covered position. (49 CFR 382.211, 49 CFR 655.46)

## ALCOHOL AND DRUG TESTING POLICY AND PROCEDURES

1. Covered Employee Positions/Functions (49 CFR 382.103, 49 CFR 655.4). The employees in the classifications/positions attached to this policy as Appendix I, are subject to drug and alcohol testing as outlined herein. These are persons designated in 49 CFR 382, holding a commercial driver's license who operate commercial motor vehicles for the City in a safety-sensitive position, as defined below. Pre-employment applicants, trainees learning the duties of covered positions, and employees temporarily performing such duties are also subject to DOT/FTA testing regulations. Covered Employees also include employees, applicants and transferees performing safety-sensitive functions in transit operations as designated in 49 CFR 655.4.
2. Definitions. Words or phrases are as defined in 49 CFR 382.107, 386.2, 390.5, 40.3, 655.4, and 40.73 and set forth in the attached Appendix II.
3. Prohibitions and Other Related Conduct.
  - A. Alcohol use or possession. No driver or safety-sensitive employee performing any transit-related business shall:
    1. Report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (49 CFR 382.201, 49 CFR 655.46)
    2. Use alcohol while performing safety-sensitive functions. (49 CFR 382.205, 49 CFR 655.32)
    3. Perform safety-sensitive functions within four (4) hours after using alcohol. (49 CFR 382.207, 49 CFR 655.33)
    4. Use alcohol for eight (8) hours following the accident or until undergoing required testing for alcohol consumption, whichever occurs first. (49 CFR 382.209, 49 CFR 655.34)
    5. Refuse to submit to alcohol testing required under Part 382 (49 CFR 382.211) or Part 655 (49 CFR 655.49).
    6. Perform any safety-sensitive functions including driving, until the start of that individual's next regularly scheduled duty period but not less than 24 hours following administration of the alcohol breath test, if the individual has received a prior alcohol test and was found to have an alcohol concentration of 0.02 or greater but less than 0.04 (49 CFR 382.505; 655.35)



B. Controlled substance (drug) use or possession. No driver or safety-sensitive employee performing any transit-related business shall:

1. Report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 49 CFR 382.107 who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle or perform safety-sensitive functions, and is approved by the MRO. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))
2. Be on duty or operate a commercial motor vehicle when using any controlled substance pursuant to the instructions of a physician, without first informing the employer of any therapeutic drug use. The reporting shall be accomplished by advising the MRO of the use and providing the prescription bottle to the MRO prior to reporting for duty. Fitness for duty shall be determined by the MRO. (49 CFR 382.213(a))
3. Report for duty, remain on duty, or perform any safety-sensitive function while using controlled substances. (49 CFR 382.213(b))
4. Refuse to submit to controlled substance testing required under Part 382, or Part 655, a random alcohol or controlled substances test required under Part 382.305 or 655.45, a reasonable suspicion alcohol or controlled substances test required under 382.307 or 655.43, or a follow-up alcohol or controlled substances test required under 382.311 or 655.47. Employees who refuse to submit to such tests shall not be allowed to perform or continue to perform safety-sensitive functions. (49 CFR 382.211; 655.49)

C. Consequences of Prohibited Conduct. Under City policy, this prohibited conduct is grounds for removal from the covered position and possible termination, subject to the conditions in Section 14 of this policy.

4. Tests Required. Employees subject to testing are required to be tested as follows:

A. Pre-employment testing (including reassignment or transfer-voluntary and involuntary) (49 CFR 382.301; 655.41).

1. Prior to the first time an employee performs safety-sensitive functions, the employee shall undergo testing for alcohol and for the

presence of any of the following controlled substances: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines in accordance with 49 CFR 382.301 and 655.41. No covered employee shall be allowed to perform safety-sensitive functions unless the employee has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04 and has received a controlled substances test result from the MRO indicating a verified negative test result.

2. A pre-employment alcohol and drug test will be conducted when a current employee transfers from a position not covered by this policy into a position listed in this policy.
3. Applicants who are offered a position covered by this FHWA-DOT-FTA mandated policy will be tested before being employed. Pre-employment job applicants who test positive for alcohol or controlled substance use will not be hired. Employees transferring or reassigned into a position requiring alcohol or drug testing, and job applicants, who test positive for controlled substance use have the right to request retesting of the second split specimen at their expense. If the retest result is negative, the employee will be reimbursed the cost by the City. Employees or applicants who fail an alcohol or drug test will not be hired for the safety-sensitive position.
4. An employee who transfers from one position covered by this policy to another covered by this policy will not be required to undergo pre-employment testing.
5. Employees working in a position covered by this policy on the effective date who continue to work in a covered position will not be required to undergo a pre-employment test.

**B. Random testing (49 CFR 382.305; 655.45)**

1. All employees covered by this policy are subject to unannounced testing based on random selection. This includes trainees and employees temporarily performing work in a covered position.
2. Each calendar year, at least fifty percent (50%) of covered employees shall be randomly tested for controlled substance use, and at least ten percent (10%) shall be randomly tested for alcohol misuse. All persons will be subject to be randomly picked for alcohol and drug testing at each random testing date. A person may be randomly picked more than once or not picked at all during any annual period. This rate of testing by DOT/FHWA/FTA may

increase or decrease depending upon the number of industry-wide violations based upon reported data. 49 CFR 382.305(b)(c)(d), 49 CFR 655.45.

3. To assure that the selection process is random, the names of all employees covered by this DOT/FHWA/FTA policy will be placed in a common pool. This random common pool may, by election of the City for convenience of testing, be comprised of individuals subject to both drug and alcohol testing if the testing occurs at the same time. This is intended to allow as few covered employees as possible off work for testing.
  4. Random testing shall be spread reasonably through the calendar year.
  5. The selection procedure will select sufficient additional numbers/names to be used to reach the appropriate testing level of employees during each test period. These alternate numbers/names will be tested in order of selection only if persons selected are unavailable for testing due to vacations, medical leave, leave of absence, business travel, or other justifiable reason.
  6. The employee's work load will be adjusted to reflect the time spent in complying with random testing requirements.
- C. Post-accident testing (49 CFR 382.303, 49 CFR 655.44). An "accident" under DOT/FHWA/FTA regulations necessitating testing is defined in Appendix II of this policy.
1. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and controlled substances as follows:
    - a. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the accident involved the loss of human life; or
    - b. Each driver who was performing safety-sensitive functions with respect to the vehicle shall be tested, if the driver receives a citation for a moving violation arising from the accident.
  2. Time for alcohol testing: If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the

employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 382.303(a)(2);(d)(1), 49 CFR 655(a)(2)(ii)).

3. Time for drug testing: If a drug test is required, the employee shall be tested for controlled substance use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible. (49 CFR 382.303(b);(d)(2)).
4. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.
5. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of a medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.
6. The results of a breath or blood test for the use of alcohol or a urine test for controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of DOT/FHWA/FTA Parts 382 and 655 provided such results are obtained by the employer, and conform to the applicable Federal, State, or local requirements.
7. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.
8. An employee subject to post-accident testing must remain available, and refrain from drinking alcohol for 8 hours following an accident or until he/she submits to an alcohol test.
9. Documentation regarding the activity being performed by the employee that supports the determination to conduct post-accident

testing should be prepared and signed by the supervisor requesting the test within 24 hours of the accident or before the results of the drug test are released, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of both the alcohol breath test and the drug test.

D. Reasonable suspicion testing (49 CFR 382.307, 49 CFR 655.43).

1. The employer shall require an employee to submit to an alcohol breath test when the employer has a reasonable suspicion to believe that a driver has violated the alcohol prohibitions of 49 CFR Part 382 or 655.43.
2. Reasonable Suspicion Testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of alcohol and/or drugs. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations of alcohol and/or drug use must be made by a trained supervisor during, just preceding or just after the work day. Examples of performance indicators of probable alcohol and/or drug use sufficient to lead a prudent supervisor to suspect that an employee is under the influence of alcohol and/or drugs, include, but are not limited to:
  - a. Mouth-alcohol smell;
  - b. Loss of equilibrium (unsteady standing, walking or movement);
  - c. Slurred speech, bloodshot eyes;
  - d. Observation of substandard performance;
  - e. Unusual behavior, driving, or altercations;
  - f. Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed;
  - g. A reliable tip of alcohol and/or drug use;
  - h. Actual observation of the possession or use of alcohol and/or drugs;
  - i. Discovery of evidence tending to support the suspicion of alcohol use and/or drug use;
  - j. An employee is found in possession of alcohol and/or drugs, or alcohol and/or drugs are found in an area controlled or used exclusively by the employee, such as the employee's locker, desk, or a vehicle;

- k. Absenteeism; and
  - l. Indications of the chronic and withdrawal effects of alcohol and/or drugs.
3. The supervisor who makes the determination of alcohol use shall not conduct the breath alcohol test.
  4. The employee shall be alcohol tested within two (2) hours following the determination made by the supervisor or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If a test is not administered within eight (8) hours following the determination, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (49 CFR 302.307(e); 655.43 (d)).
  5. After returning from the testing location, the employee shall not be allowed to perform covered functions unless the results of the alcohol screening and, if indicated, confirmation test (taken within 20 minutes of a screening test) indicates an alcohol concentration less than 0.02, or 24 hours has elapsed following the supervisor's determination there is reasonable suspicion to believe the employee has violated the prohibitions of use of alcohol. (49 CFR 382.307(e)(2)(i),(ii)).
  6. The employer shall require an employee to submit to a drug test when the employer has a reasonable suspicion to believe that an employee has violated the controlled substances prohibitions of 49 CFR Part 382, and 49 CFR Part 655.
  7. Reasonable suspicion testing will be conducted when a trained supervisor has a reasonable suspicion that an employee is under the influence of a controlled substance. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee with examples as set forth in section 4.D.2. above.
  8. The potentially affected employee will not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity en route to the collection site for the employee to ingest anything that could affect the test result or to acquire "clean" urine from another person.
  9. Documentation to support the determination to conduct reasonable suspicion testing should be prepared and signed by the supervisor

within 24 hours of the determination or before the results of the test are released, whichever is earlier, if possible.

10. After returning from the collection site, the employee shall not be allowed to perform safety-sensitive functions pending the results of the drug test from the MRO.

E. Return-to-duty testing (49 CFR 382.309; 49 CFR 655.48).

1. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct concerning alcohol prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with a result indicating an alcohol breath concentration of less than 0.02, in addition to evaluation of fitness for duty.
2. Before an employee returns to duty requiring the performance of a safety-sensitive function after engaging in controlled substance use prohibited by DOT/FHWA/FTA, the employee shall undergo a return-to-duty drug test with an MRO verified negative result for controlled substance use, in addition to evaluation of fitness for duty by the MRO.
3. This test is in addition to the other types of tests stated in this policy.

F. Follow-up testing (49 CFR 382.311; 49 CFR 655.47)

1. Following a determination by a Substance Abuse Professional (SAP) that an employee is in need of assistance in resolving problems associated with alcohol misuse, the employee shall be subject to unannounced follow-up testing as directed by the SAP of at least six tests in the first 12 months following the employee's return to duty, and thereafter as determined necessary by the SAP. *Follow-up alcohol testing shall be performed when the employee is performing safety-sensitive functions, or just before, or just after the employee has ceased performing safety-sensitive functions.*
2. Follow-up alcohol testing may also include testing for controlled substance use to be performed in accordance with 49 CFR Part 40, as directed and determined by the MRO and/or SAP.
3. A employee having used controlled substances, who at the recommendation of the Medical Review Officer (MRO), returns to duty after successful completion of E.A.P. will be given unannounced follow-up drug tests, as scheduled by the MRO of at

least six tests in the first 12 months following the employee's return to duty and thereafter as determined by the MRO.

4. The time period for "follow-up" testing for alcohol or controlled substance use will be determined by the appropriate MRO or SAP subject to a reasonable minimum of 12 months, and never to exceed 60 months.
5. Follow-up testing may be on a daily, weekly, monthly or longer basis at the discretion of the MRO or SAP.
6. Follow-up testing is in addition to the other types of tests stated in this policy.

5. Dilute Specimen Results

- A. In the event of a negative dilute test result, the employer will require the employee to immediately provide another specimen for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. This will be an unobserved collection unless directed by the MRO to be collected under direct observation.
- B. If the employee declines to take another test, this is considered refusal to test and is equivalent to a positive test.
- C. If a second test is administered and the result of that test is also negative and dilute, the employer will accept the second test result as negative and the result of the record.
- D. The collection cannot be observed, unless the MRO requests so as a result of the specimen having a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.
- E. If the result is cancelled/invalid, (with no medical explanation) the employee will need to undergo an immediate observed collection as directed by the MRO.
- F. An MRO verified positive dilute test result will be treated as a positive drug test result.

6. Canceled Tests

If the test is cancelled, immediate recollections are required for pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow up tests. Only the laboratory or the MRO can cancel a test.



7. Supervisor Training Program (49 CFR 382.603, 49 CFR 655.14(b)(2)). Every person designated to determine whether reasonable suspicion exists to require an employee to undergo testing under 49 CFR 382.307 or 655.43 (reasonable suspicion testing) shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. See Appendix III for list of Supervisors of covered positions.
8. Alcohol Testing Procedures. Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and set forth in the attached Appendix IV.
9. Substance Abuse Professional (SAP) (49 CFR 382.605, 49 CFR 655.52)
  - A. The Substance Abuse Professional (SAP) is defined in Appendix II.
  - B. The name, address, and phone number of the SAP, and SAP responsibilities are listed in Appendix V.
10. Controlled Substance (Drug) Testing Procedures. Controlled substance (drug) testing procedures are as defined in 49 CFR Parts, 382, 386, 390, 655, and 40 and as set forth in the attached Appendix VI.
11. Medical Review Officer (MRO) (49 CFR 382.407, 49 CFR 655)
  - A. The Medical Review Officer is defined in Appendix II.
  - B. The name, address, and phone number of the MRO, and MRO responsibilities are listed in Appendix VII.
12. Testing Laboratory (49 CFR 40)
  - A. The DHHS certified testing laboratory for this policy is set forth in Appendix VIII.
  - B. The DHHS certified testing laboratory shall comply with all methods and procedures of 49 CFR Part 40.
13. Collection Agency (49 CFR 40.31)
  - A. The collection agent and address for this alcohol and controlled substance (drug) policy is listed in Appendix IX.

- B. The collection agency will comply with all methods and procedures of 49 CFR Part 40, as amended, for collection and chain of custody and provide documentation of compliance to the employer.
14. Employee Awareness Program (49 CFR 382.601). Employee Education and Training - Every employee covered by this policy will receive educational materials that explain the requirements of Part 382 and the employer's policies and procedures in meeting these requirements. This will include:
- A. Information concerning the effects of alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem; and intervening evaluation including referral to EAP will be periodically distributed and displayed in the work areas.
  - B. Information will be provided as required in Part 382.303(d) by the employer to employees with necessary post-accident information, procedures and instructions, prior to the employee operating a commercial motor vehicle or engaging in safety-sensitive functions, so that employees will be able to comply with the requirements of Part 382.303 (See Appendix X).
  - C. A copy of this policy will be given to each covered employee and displayed in the work area.
  - D. Controlled substance abuse information will be periodically distributed and displayed in the work areas.
15. Employee Assistance Program (EAP) (49 CFR 382.601)
- A. The City-wide EAP program or a similar program will be maintained throughout the existence of this alcohol misuse and controlled substance abuse policy.
  - B. The hot-line telephone number for employee assistance will be given to each employee and displayed in the work area (See Appendix XI).
16. City Policy Concerning Retention of Employees Who Violate Prohibitions or Self-Identify. All permanent City employees performing covered safety-sensitive duties shall be subject to the provisions of this section. These retention provisions shall not apply to applicants, probationary, non-career, seasonal or temporary employees, employees in a training capacity, or any other form of non-permanent employment status employee performing safety-sensitive duties.

A. Self-Identification. Self-identification means an employee who voluntarily, before drug or alcohol testing or conduct identifies the problem, admits the problem to the City's MRO/SAP and seeks rehabilitation assistance.

1. An employee who takes the initiative of voluntarily advising management that he/she has an alcohol or drug problem, before taking a test which results in a violation of this policy, shall be required to enroll in a rehabilitation program. Such an employee actively involved in a rehabilitation program recognized by the MRO/SAP, may use accumulated paid leave time, except for sick leave, during this period of absence, or the employee may request authorized leave of absence without pay.
2. The employee will be eligible to return to work once he/she has been certified to do so by the MRO/SAP. Prior to returning to work, the employee must consent in writing to follow-up drug and/or alcohol testing as part of after-care treatment. This follow-up testing will be determined by the MRO/SAP, and shall be consistent with Section 4(F) Follow-up Testing.
3. Such an employee shall not be subject to disciplinary action for having voluntarily acknowledged his/her problem. He/she must, however, provide a negative alcohol and/or drug test within 60 days of self-identification, and be certified as capable of returning to work by the MRO/SAP.
4. Failure to complete a rehabilitation program, provide a negative test result and receive MRO/SAP certification for return to work (fitness for duty) will result in disciplinary action as described in section B.1.a. below.

B. Random testing. Under City policy, a covered employee who tests positive for drugs and/or alcohol as a result of random testing, shall be subject to the following disciplinary action:

1. First positive random test
  - a. An employee who receives a positive test result to either drugs or alcohol shall be immediately suspended for 10 working days.
  - b. The employee who has tested positive must enroll in an alcohol or drug treatment/rehabilitation program which is approved by the MRO/SAP.
  - c. The employee shall instruct the program provider to release any and all medical records of the treatment plan to the MRO or

SAP. Such information shall be treated as confidential medical information by the MRO/SAP.

- d. After the completion of the 10 working day suspension, the employee may return to work as soon as medically certified by the MRO/SAP. The employee must, however, provide a negative test result and be certified for return to duty no later than 60 calendar days after notification of the positive random test result. Failure to be certified by the MRO/SAP or return to work shall result in termination.
- e. The employee may use accumulated vacation, personal leave, overtime or leave without pay while undergoing treatment/rehabilitation.
- f. The employee may use sick leave only when participating in a medically supervised/approved residential rehabilitation program.
- g. Upon return to work, this employee shall be subject to a minimum of 6 unannounced tests during the following 12 month period. Furthermore, the employee is subject to unannounced testing for up to 60 months upon return to work. Such testing shall be as determined by the MRO/SAP.
- h. An employee who previously tested positive for drugs and/or alcohol, but who has not tested positive during the preceding five (5) years, shall not have the first positive test considered for the purposes of progressive discipline under this policy.
- i. Any employee who is given an alcohol confirmation test according to 49 CFR 40 Subpart M by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, shall be requested to take leave without pay, or use vacation or personal leave but not sick leave time, until the employee's next regularly scheduled duty period, but less than 24 hours following administration of the test. Any employee who is given an alcohol confirmation test by the BAT and the breath alcohol concentration level is 0.02 or greater, but less than 0.04, on the second time shall be suspended without pay for three regularly scheduled work days. The employee shall be referred to the SAP for evaluation and assessment of fitness for duty.
- j. Any employee who has a breath alcohol concentration level that is 0.02 or greater, but less than 0.04, on the third time within a five (5) year period is subject to further disciplinary action. This

disciplinary action may be up to and including termination based upon a review of the employee's work history.

2. Second positive random test. Under City policy, and subject to Section 1.h. above, covered employees who fail a drug and/or alcohol test, after a previous test will be terminated whether the second test results from a random test or follow-up test.
3. Refusal to submit to tests for drugs and/or alcohol.
  - a. An employee is required to provide a specimen within two hours from the time requested to do so by the MRO. If the employee attempts and fails to provide an adequate amount of breath, the City shall proceed according to CFR 40.265 which requires evaluation by an approved physician with a written statement of the determination concerning the employee's failure to provide an adequate breath sample. An employee who refuses to submit to a random test shall be suspended for 30 calendar days without pay. Such an employee may be returned to work only upon certification by the MRO of fitness for duty and must test negative on a return-to-duty test.
  - b. An employee who refuses to submit to an alcohol and/or drug test a second time or who subsequently tests positive on a drug or alcohol test, shall be terminated.
  - c. If an employee refuses to submit to an alcohol and/or drug test citing medical conditions, such conditions require evaluation by the MRO/SAP. Alternative testing methods may be used by the MRO/SAP to determine the employee's fitness for duty.
- C. Other violations of policy. Under City policy, covered employees shall be subject to other such disciplinary action as is warranted for violations of rules, regulations, policies and procedures.
17. Recordkeeping (49 CFR Parts 40, 655 and 382). Records will be maintained in accordance with the requirements of 49 CFR Part 40, Part 655 and Part 382 et al. set forth in Appendix XII.
18. Confidentiality (Pursuant to 49 CFR Parts 382, 655 and 40)
  - A. Each individual's record of testing and results under this policy will be maintained private and confidential. With the exception of the testing laboratory, MRO, employee, designated departmental manager, DOT/FTA or upon request of FHWA or State agency officials as part of an accident investigation, the results of individual drug tests will not be

released to anyone without the express written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data (e.g., testing laboratory, MRO, departmental manager).

- B. All written records will be stored in locked containers or in a secure location with access available only by the individuals listed above or as otherwise necessary or required by law for the implementation of the DOT/FTA program.
  - C. Unless an employee gives his or her written consent, the employee's drug testing and/or E.A.P. records will not be released to a subsequent employer.
  - D. An employer may disclose information required to be maintained under Part 382 pertaining to an employee, the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Part, or from the employer's determination that the employee engaged in conduct prohibited by Part 382 (including but not limited to a worker's compensation, unemployment compensation, or other proceeding related to a benefit sought by the employee) as set forth in 49 CFR 382.405(g).
  - E. An employee subject to DOT/FHWA/FTA testing may obtain copies of any employer records pertaining to the employee's use of alcohol or drugs and test results upon written request to the employer. 49 CFR 382.405(b).
19. Discipline Policy. Under City policy, consistent with an alcohol-free and drug-free workplace, every effort will be made to help the employee deal with an alcohol or drug problem. However, if this effort fails or is obviously inappropriate given the employee's conduct, the nature of the drug and/or alcohol use, and/or the employee's position, then appropriate disciplinary action will be instituted. The employee covered by this policy who refuses or fails an alcohol or drug test and then refuses assistance or fails to satisfactorily complete the E.A.P. may be disciplined up to and including termination.
20. Conformity to Law. In the event this policy is in violation of any applicable law or administrative regulation, the City will make such changes as are necessary to conform this policy to such law or administrative regulation.

## APPENDIX I

### COVERED POSITIONS/CLASSIFICATIONS DOT/FHWA/FTA (Highways and Transit Operations)

The following employee classifications/positions are subject to testing if the employee holds a commercial driver's license and operate commercial motor vehicles (as defined in Appendix II) in a safety-sensitive position, or works in a safety-sensitive function in transit operations. Additional positions may be subject to testing if the employee has a commercial driver's license and operates a commercial motor vehicle in safety-sensitive duties.

#### CLASSIFICATION TITLES

##### Utilities Division

Utilities Supervisor  
Assistant Utilities Supervisor  
Utilities Maintenance Worker, Sr.  
Utilities Maintenance Worker II  
Utilities Maintenance Worker I

Electrical/Mechanical Maintenance Supervisor  
Electrical/Mechanical Technician, Sr.  
Electrical/Mechanical Technician II  
Electrical/Mechanical Technician I

Fleet Maintenance Supervisor  
Fleet Maintenance Mechanic, Sr.  
Fleet Maintenance Mechanic, II  
Fleet Maintenance Mechanic, I

##### Public Facilities Maintenance Services Division

Public Maintenance Supervisor  
Assistant Public Maintenance Supervisor  
Maintenance Worker, Sr.  
Maintenance Worker II  
Maintenance Worker I

## APPENDIX II

### DEFINITIONS

Accident A vehicle accident under 49 CFR Part 382 involving either (1) a loss of human life, or (2) the employee receives a citation for a moving violation arising from the accident. Also, an accident as defined in 49 CFR Part 655.

Air blank A reading by an EBT of ambient air containing no alcohol.

Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol (CH<sub>3</sub>), Ethyl alcohol (CH<sub>2</sub>OH), ETOH (C<sub>2</sub>H<sub>5</sub>OH)

Alcohol concentration The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under Part 382 and Part 40.

Alcohol use Alcohol use in DOT/FTA rules means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Blind sample A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.

Breath Alcohol Technician (BAT) An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

Chain of custody Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen at the DHHS certified laboratory.

Collection site A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Commercial motor vehicle A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR 172).



Confirmation test (alcohol) A second alcohol test that follows a screening test by BAT with EBT after 15 minute deprivation period. The confirmation test controls over the screening test (if different result). Results of alcohol concentration less than 0.02 are reported as negative. Result 0.02-0.039 require employee be removed from the safety-sensitive function (but no DOT violation) for 24 hours. Result 0.04 or more is a violation of the DOT/FTA rules and requires removal until further evaluation by SAP.

Confirmation test (controlled substance) A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MC) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP).

Covered employee Any person who performs functions classified by DOT/FTA as "safety-sensitive" functions and intended to be included and regulated by DOT/FTA-mandated drug and alcohol testing. This includes an applicant for employment in the covered classifications.

Controlled substance (commonly referred to as "drugs") Includes the following five prohibited drugs: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines. See also the definition of drug test.

Deprivation period The period of time after a screening test for alcohol which indicates a breath alcohol concentration of 0.02 or greater. The waiting period cannot be less than 15 minutes but must be within 20 minutes from the completion of the screening test.

DHHS U.S. Department of Health & Human Services (federal).

Drug Program Manager (DPM) The employer-designated individual responsible for the preparation of a drug testing anti-drug plan which complies with DOT/FTA regulations and requirements. The DPM provides oversight and evaluation of the plan; reviews all discipline applied under the plan for consistency and conformance to employer policies and procedures; schedules random drug testing and return-to-duty testing; and maintains locked files on drug testing results.

Drug test (also referred to as controlled substance test) Refers to the DOT/FTA-mandated testing for certain controlled substances by a DHHS certified laboratory of employee urine samples for five prohibited drugs as follows: Marijuana, Cocaine, Opiates, Phencyclidine (PCP), and Amphetamines.

EAP Abbreviation for "Employee Assistance Program." DOT/FTA requires each employer to have an EAP program to provide education and training on substance

abuse to all employees including informational material, a community service hot-line telephone number, and distribution of employer's policy regarding the use of prohibited drugs and alcohol to all new employees.

Employee Any person who operates a commercial motor vehicle including full or part-time employees, leased drivers and independent owner-operator contractors who operate a commercial motor vehicle at the direction of the City, and employees engaged in safety-sensitive functions in transit operations. For pre-employment/pre-duty testing, the term employee includes a person applying for employment which would require the applicant to drive a commercial motor vehicle or engage in a safety-sensitive function in transit operations.

Evidential Breath Testing (EBT) device The equipment required by DOT/FTA for alcohol testing and approved by the National Highway Traffic Safety Administration (NHTSA) and listed on their Conforming Products List. EBT must be capable of printing out the results, date and time, a sequential test number, and the name and serial number of the EBT, to ensure the reliability of the results and one which NHTSA has approved a quality assurance program submitted by the device manufacturer.

Management Information System (MIS) Employer must maintain a record keeping and reporting system to include the number of covered and tested employees for both DOT/FTA-mandated drug and alcohol testing, the number of alcohol screening and confirmation tests, the number of drug tests, the number of denied positions in pre-employment testing (for drug), and the number of return-to-duty tests.

Medical Review Officer (MRO) The MRO is a licensed physician with knowledge of drug abuse disorders. MRO reviews all negative and positive drug test results and interviews individuals tested positive to verify the laboratory report before the employer is notified. MRO recommends whether and when an employee who refused to take or did not pass a drug test may return to work and schedule follow-up unannounced drug testing for a period of up to 60 months.

Performing a safety-sensitive function The employee is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform as a driver of a commercial motor vehicle, or who performs or will perform a safety-sensitive function for transit operations.

Positive alcohol test The confirmation test performed by the BAT with EBT recorded result of 0.04 or more which is a violation of the DOT/FTA rules and requires removal from the covered position until further evaluation by an SAP.

Positive drug test To have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a urine specimen that is

equal to or greater than the levels allowed by DOT/FTA in the confirmation test, and which is determined by the MRO to be the result of the use of illegal drugs. An employee whose drug test is positive cannot perform in a covered position until MRO retests and treatment and/or EAP.

Quality Assurance Plan (QAP) Plan for EBT developed by the manufacturer and approved by NHTSA. Key elements of the Plan include: methods for external calibration checks, minimum intervals for calibration checks, tolerances for calibration checks, inspection, maintenance and calibration reports. Employer must maintain records of compliance with QAP including calibration checks.

Random sample DOT/FTA drug and alcohol testing of covered employees performed on an unannounced and random selection basis. The random tests are spread reasonably over a 12-calendar month period to test at least 25% of all covered employees for alcohol, and 50% of covered employees for drugs.

Refusal to submit (to alcohol or drug test) The persons (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing,(2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive position (function) An employee who drives, is ready to drive, or available to drive commercial motor vehicles for the employer is considered to be performing a safety-sensitive function according to DOT-FHWA/FTA regulations. Also, a safety-sensitive function includes any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), and maintenance of a revenue service vehicle or equipment used in revenue service.

Screening test (or initial test) In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in his/her system.

Substance Abuse Professional (SAP) A licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

### APPENDIX III

#### LIST OF SUPERVISORS RECEIVING TRAINING IN DRUG-DETECTION AND ALCOHOL MISUSE

The following list of supervisors presently supervise employees in covered positions listed in Appendix I for DOT/FTA/FHWA safety-sensitive functions. This list is subject to amendment without notice. To obtain a current list, contact the City's Personnel Office.

Sam Beevers, Utilities Supervisor

Jose Cantu, Fleet Maintenance Supervisor

Dave Funk, Electrical/Mechanic Maintenance Supervisor

Ray Garcia, Public Maintenance Supervisor

Larry Gilley, Utilities Manager

Allison Van Guilder, Parks, Recreation & Public Facilities Manager

Dan Madden, Municipal Services Director

Mike Murphy, Public Facilities Maintenance Supervisor, Assistant

Keith Humphres, Public Facilities Maintenance Supervisor, Assistant

## APPENDIX IV

### ALCOHOL TESTING PROCEDURES

Alcohol testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40, and are outlined below:

- A. For alcohol testing, the employer shall use only EBTs which meet the requirements of 49 CFR 40.231.
- B. An EBT shall have a Quality Assurance Plan (QAP) developed by the manufacturer which designates the methods to be used to perform external calibration checks using devices on the NHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests" and other requirements set forth in 49 CFR 40.233.
- C. Alcohol testing will be performed on breath only unless otherwise required by DOT/FTA under amended regulations.
- D. Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested sufficient to prevent unauthorized persons from seeing or hearing test results. (49 CFR 40.221)
- E. Alcohol testing may be conducted in a mobile connection facility as permitted in 49 CFR 40.221(f).
- F. The employer shall use the breath alcohol testing form prescribed by DOT form and log book requirements in Part 40, and the BAT shall follow all procedures required in Part 40.
- G. Prior to testing, the BAT will require the employee to provide positive identification (such as a photo ID or ID by an employer representative).
- H. A screening test (initial test) shall be performed by the BAT, with printed results which the BAT will show to the employee.
  1. In any case in which the breath alcohol concentration is less than 0.02, the BAT shall date and sign the form and the employee shall sign the certification and fill in the date on the form. No further testing is required and the BAT shall transmit the result of less than 0.02 to the employer in a confidential manner.
  2. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed (49 CFR 40 Subpart L.

- I. A confirmation test is performed according to 49 CFR 40 Subpart M, by the BAT after a 15 minute deprivation period (but not more than 20 minute after the screening test) while under BAT supervision at all times. The result of the confirmation test controls and overrules the screening test (if a different result). Results are recorded on required forms and reported to the employer by the EBT.
  - 1. Results of breath alcohol concentration less than 0.02 are reported as negative.
  - 2. Results of breath alcohol concentration of 0.02 or greater but less than 0.04 will prevent the employee from performing or continuing to perform safety-sensitive functions until: (a) the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test (49 CFR 382.505, 49 CFR 655.35). Return to work is subject to the requirements of Sections 3(a)(6) and 14(b) of this City policy.
  - 3. Results of alcohol concentration of 0.04 or more is a violation of the DOT/FHWA/FTA rules and requires removal from the safety-sensitive functions until further evaluation by a SAP and retesting.
- J. Refusal to complete and sign the breath alcohol testing form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process to prevent the completion of the test shall be noted by the BAT and communicated to the employer.
- K. Inability to provide adequate amount of breath because of a medical condition shall be immediately reported to the employer and require evaluation by a licensed physician acceptable to the employer according to Part 40.265.
- L. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the consent or release form for the collection site shall be considered a refusal to test.

## APPENDIX V

### SUBSTANCE ABUSE PROFESSIONAL (SAP)

- A. Substance Abuse Professional (SAP) is defined in 49 CFR 382.605, 49 CFR 655.52. See definitions in Appendix II.
- B. The SAP is a licensed physician, social worker, psychologist, EAP or certified NAADAC (National Association of Alcohol and Drug Abuse Counselors) addiction counselor with knowledge of and clinical experience in diagnosis and treatment of alcohol and controlled substances-related disorders. The name and address of the SAP is as follows:

Melvin M. Beckwith, CADC II, NCAC, ICADC, SAP  
17 East Main Street  
PO Box 2326  
Merced, CA 95344  
(209) 722-8791 office  
(209) 722-0738 fax

- C. SAP functions include the following:
1. Conduct evaluation of employee who has engaged in prohibited conduct
  2. Determine if employee needs assistance in resolving problems associated with alcohol misuse or controlled substance use
  3. Refer employee for treatment/rehabilitation as appropriate
  4. Conduct return-to-duty evaluation to determine if employee has complied with any recommendations for treatment/rehabilitation
  5. May establish follow-up testing regime
  6. May recommend drug testing for those employees who have poly-substance abuse problems
  7. Reject test results that do not comply with the Mandatory Guidelines
  8. Maintain the required records to administer this program
  9. SAP cannot conduct treatment or refer to affiliated facility except if assessment and treatment through public agency, or person for treatment is provided through the health care program or the SAP is the only person available.

## APPENDIX VI

### CONTROLLED SUBSTANCE (DRUG) TESTING PROCEDURES

Controlled substance (drug) testing procedures are as defined in 49 CFR Parts 382, 386, 390, 655, and 40 and as set forth in summary below:

- A. Applicants and employees required to participate in the controlled substance (drug) testing program will be notified that a drug test is necessary and the basis upon which the testing is performed (e.g., random, post-accident, return-to-duty, etc.).
- B. Drug testing will be performed utilizing split specimen urine samples. Split specimen requires collection of urine in a single container (minimum 45 ml) which is subdivided into two containers (30 ml primary; 15 ml secondary), labeled, sealed, and shipped in a single shipping container to the lab.
- C. Each urine specimen shall be tested for evidence of the following controlled substances; marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. (49 CFR 40, 49 CFR 382.107, 49 CFR 655.21)
- D. An applicant who is offered a position covered by this policy will be required to report to the alcohol and drug testing collection site specified in Appendix IX of this policy and provide both an alcohol breath test and a urine specimen.
- E. Upon notification that a drug test is required, an employee will report as soon as possible after notification to the drug collection site and provide a urine specimen.
- F. The collection agency shall adhere to all requirements outlined in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, as amended.
- G. *Retention of urine specimens and retesting shall be in accordance with 49 CFR 40, 655, and 382.*
  1. The laboratory shall retain samples that yield confirmed positive results for one year in secured frozen storage. The laboratory may be requested to retain the sample for an additional reasonable period; however, if no request is received during the one year period, the sample will be discarded at the end of one year.
  2. If the MRO determines there is no legitimate medical reason for a confirmed positive test result other than the unauthorized use of a



prohibited drug, the MRO shall advise the employee of the positive test result. The determination of a positive test level is set out in Appendix XIII herein. The employee may request retesting, which will require the employee to submit a written request to the MRO for a GC/MS retest of the secondary urine specimen within 72 hours after notification of the positive test result from the MRO receipt of final test results from the MRO. Retesting will be performed at a different DHHS certified lab that is certified by the U.S. Department of Health and Human Services (DHHS) which shall be selected by the employee's collective bargaining agent and be inspected and approved by City's MRO (see Appendix VIII for laboratory name and collection location). The cost of shipment (if any) and reanalysis of the specimen must be paid in advance by the employee and will be reimbursed if the retest is negative.

3. If the employee specifies retesting by a second laboratory, the original laboratory must follow approved chain-of-custody procedures in transferring the split specimen.
  4. If the MRO is unable to contact the employee, the employer shall request the employee contact the MRO prior to dispatching the employee or within 24 hours, whichever is earlier.
- H. Intentional acts of the applicant or employee to contaminate or invalidate the urine specimen will be deemed a failed test result. If a consent or release form is required by collection site, other than the employer's site, and the employee refuses to sign the form, thereby resulting in no test being taken, the refusal to sign the form for the collection site is considered a refusal to test.
- I. A positive test for controlled substances (drugs) means to have the presence of a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified in the appendix for the confirmation test and is validated by the MRO as being positive (see Appendix V). An employee whose drug test is positive will be considered in violation of this policy.
- J. Blind Performance Test Procedures:
1. General:
    - a. The employer shall use blind testing quality control procedures as provided below.
    - b. The employer shall submit three blind performance test specimens for each 100 employee specimens submitted, up to a maximum of 100 blind performance test specimens submitted per quarter. DOT

## APPENDIX VII

### MEDICAL REVIEW OFFICER (MRO)

A. Medical Review Officer (MRO) is defined in 49 CFR 40.121. The MRO is a licensed physician with knowledge of substance abuse disorders. See also Appendix II definition.

B. Medical Review Officer information:

Stephen J. Kracht, D.O.  
Certificate # 0807863  
P.O. Box 25902  
Overland Park, KS 66225  
Phone 800-881-0722 Fax 913-469-4029

C. The following is a partial listing of the MRO's specific responsibilities as defined in 49 CFR 40.123. Additional details of responsibilities may be found in the DHHS Medical Review Officer Manual.

1. Receive positive confirmed drug test results from laboratory.
2. Request, if needed, a quantitative description of drug test results.
3. Receive a certified copy of the original chain of custody.
4. Review and interpret positive drug test results according to the DOT/FTA-mandated standard set forth in Appendix XIII.
5. Inform the tested individual and provide drug test results.
6. Conduct a medical interview with the tested individual.
7. Review the individual's medical history, or any other relevant biomedical factors.
8. Give the individual an opportunity to discuss test results, and advise the individual that the original split urine specimen sample may be retested at a different DHHS certified laboratory upon the written request of the employee, if the written request is made within 72 hours from notification of the positive drug test result.
9. Order a reanalysis of the split urine specimen in a different DHHS certified laboratory, if necessary.

10. Consult with others if question of accuracy arises, consistent with confidentiality requirements.
11. Consult with laboratory officials.
12. Reject urinalysis results that do not comply with the Mandatory Guidelines.
13. Confirm an opiate-positive urine by "clinical evidence"; except for GC/MS confirmation of 6-monoacetylmorphine. (49 CFR 40.139)
14. Determine whether a result is scientifically sufficient.
15. Determine whether a result is consistent with legal drug use.
16. Forward results of verified positive tests to the employer.
17. Maintain the required records to administer this program.

## APPENDIX VIII

### NAME AND LOCATION OF DHHS CERTIFIED LABORATORY

The testing laboratory for this policy for primary testing will be a laboratory certified by DHHS and approved by the MRO. The name and location of the testing laboratory is as follows:

Clinical Reference Lab  
11850 West 85<sup>th</sup> Street  
Lenexa, KS 66214  
(301) 443-6780

Retesting of the split sample will be performed by a different laboratory certified by DHHS and approved by the MRO. The name and location of the laboratory is as follows:

Quest Diagnostics  
Corporate Headquarters  
1290 Wall Street, West  
Lyndhurst, NJ 07071  
(800) 877-7484

Laboratory Procedures: The DHHS certified laboratories shall comply with all methods and procedures of 49 CFR Part 40, as amended, and will provide annual proof of certification and compliance to the City Occupational Health Services, MRO, and the employer.

APPENDIX IX

NAME AND LOCATION OF COLLECTION AGENT

Collection Agent:

Romeo Medical Work Wellness  
Attn: Bonnie Fontana  
1801 Colorado Ave. Suite 130  
Turlock, CA 95382  
(209) 216-3333

After Hours and Weekends:

Emergency Department (Emanuel Medical Center)  
825 Delbon Avenue  
Turlock, CA 95382

Open 24 Hours

## APPENDIX X

### POST-ACCIDENT PROCEDURES AND INSTRUCTIONS 49 CFR PART 382.303(D) AND 49 CFR PART 655.4 REQUIREMENTS

- A. If an accident involves (1) the loss of human life, or (2) the driver receives a citation for a moving violation arising from the accident, or (3) the accident involves a transit vehicle and an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (4) the accident involves a transit vehicle and one or more vehicles involved incurs disabling damage as the result of the occurrence, the driver must be tested for alcohol and drugs under the DOT/FTA-mandated policy. The testing should occur as soon as practicable following an accident.
- B. Alcohol testing. If an alcohol test is required, the employee shall be alcohol tested within two (2) hours following the accident or otherwise the employer shall document the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test (CFR 382.303(d)(1), 49 CFR 655.44).
- C. Drug testing. If a drug test is required, the employee shall be tested for drug use by obtaining a split urine specimen as soon as possible, but no later than 32 hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing should be as soon as possible.
- D. All reasonable steps will be taken to obtain an alcohol test from an employee after an accident. In case of a conscious but hospitalized employee, the hospital or medical facility will be requested to obtain a sample and, if necessary, reference will be made to the DOT/FTA alcohol testing requirements. If an employee is unconscious or otherwise unable to evidence consent to the procedure, the employer shall notify the hospital of the need for a test and wait until the treating physician determines the employee is able to understand and comply.
- E. If an employee who is subject to post-accident testing is conscious, able to provide an alcohol test or urine specimen (in the opinion of medical professional) and refuses to be tested, that employee will be subject to discipline, up to and including termination.
- F. Under the City-wide drug and alcohol policies, additional non-DOT/FTA testing may also be requested by the employer following any type of motor vehicle accident or incident in which safety precautions were violated or

unusually careless acts were performed, or which involve substandard performance by the employee, or related to unusual behavior, driving, altercations, or other indications of alcohol and/or drug usage.

APPENDIX XI

E.A.P. HOTLINE TELEPHONE NUMBER

E.A.P. HOTLINE TELEPHONE NUMBER: 1-800-234-5465

Operating Hours: 24 Hours



## APPENDIX XII

### RECORDKEEPING AND REPORTING PROCEDURES

Records will be maintained in accordance with the requirements of 49 CFR 382.401-409, et al. and 655.71 as outlined below:

- A. **Retention Period.** The employer will keep the following records for the periods specified. These records will be maintained in a secure location with controlled access:
1. **Five-Year Retention Period:**
    - a. Records of employee alcohol test results with results indicating an alcohol concentration of 0.02 or greater
    - b. Records of employee verified positive drug test results
    - c. Documentation of refusals to take alcohol/drug tests
    - d. Calibration of Evidential Breath Testing (EBT) devices documentation
    - e. Employee evaluation and referrals
    - f. Copy of each annual calendar year summary required by 49 CFR 382.403
    - g. Substance abuse professionals (SAP) evaluations and referrals will be kept a minimum of 5 years
  2. **Two-Year Retention Period:**
    - a. Records related to the alcohol and drug test collection process (except calibration of EBT devices).
    - b. Records of BAT, supervisor and employee training after the individuals cease to perform those functions.
  3. **One-Year Retention Period:**
    - a. Records of negative and canceled drug test results
    - b. Records of test results indicating a breath alcohol concentration less than 0.02
    - c. Records relating to the collection process (except calibration) and required testing will be kept a minimum of two years.
  4. **Indefinite Retention Period**
    - a. Records related to the education and training of BATs, supervisors, and employees while the individuals perform the functions which require the training.

B. Types of Records Maintained. If a document is required to be prepared under these regulations, it must be maintained.

1. Records relating to the collection process include:

- a. Collection log books
- b. Documents related to the random selection process
- c. Calibration documentation for EBTs
- d. Documentation of BAT training
- e. Documentation of reasonable suspicion testing
- f. Documentation of reasoning for post-accident testing
- g. Documentation verifying a medical explanation for the inability to provide adequate breath or urine for testing
- h. Consolidated annual calendar year summaries required by 49 CFR 382.403

2. Records relating to employee's test results including:

- a. Employer's copy of alcohol test form including results of test
- b. Employer's copy of drug test chain of custody and control form
- c. Documents sent from MRO to employer
- d. Documents relating to refusal to test
- e. Documents presented by an employee to dispute the result of an alcohol or drug test
- f. Documents generated in connection with verifications of prior employers' alcohol or controlled substances test results that were obtained by the employer:
  - i. In connection with the exception in 49 CFR 382.301, and
  - ii. As required by 49 CFR 382.413,

3. Records related to other violations of DOT/FHWA/FTA

4. Records related to evaluations as follows:

- a. SAP determination of employee's need for assistance
- b. Records concerning employee's compliance with SAP recommendations

5. Records related to education and training as follows:

- a. Materials on awareness for alcohol misuse and controlled substance use including a copy of employer's policy

- b. Documentation of compliance with the requirements of 382.601 including employee's signed receipt of education materials and policy
- c. Documentation of supervisor training for alcohol and drug testing based on reasonable suspicion
- d. Certification of training for breath alcohol technicians as required by 49 CFR 40.213(a)
- e. Certification that any training conducted under 49 CFR 40 and 382 complies with the requirements for such training

6. Records relating to alcohol and drug testing as follows:

- a. Agreements with collection site, laboratory, and MRO
- b. Names and positions of officials and role in employer's testing program(s)
- c. Semi-annual laboratory statistical summaries of urinalysis required by 49 CFR 40.111(a)
- d. Employer's alcohol and drug testing policy and procedures
- e. Location of all records

C. Reporting for Management Information System (49 CFR 382.403)

1. When requested by the Federal Motor Carrier Safety Administration during the month of January, annual summaries of alcohol and drug testing results shall be completed for the calendar year just ended, by March 15 of the following year using the Management Information System (MIS) form and instructions as required by 49 CFR part 40 (at 40.26 and appendix H to part 40) or the electronic version of the MIS form provided by the DOT. The annual summary shall include the following:
  - a. The number of drivers subject to Part 382
  - b. Drivers subject to testing under alcohol or drug use rules of more than one DOT agency, identified by agency
  - c. Number of urine specimens collected by type (random, pre-employment, follow-up, etc.)
  - d. Number of positive verified by MRO by type of test
  - e. Number of negative verified by MRO by type of test
  - f. Number of drivers denied position following pre-employment positive drug or alcohol test of 0.04 or greater
  - g. Number of drivers with tests verified positive by MRO for multiple drugs
  - h. Number of drivers who refused to take alcohol and/or drug test
  - i. Number of supervisors receiving alcohol reasonable suspicion training
  - j. Number of supervisors receiving controlled substance reasonable suspicion training

- k. Number of screening alcohol tests by type of test
  - l. Number of confirmation alcohol tests by type of test
  - m. Number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04 by type of test
  - n. Number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater by type of test
  - o. Number of drivers in this reporting period who were returned to duty (having complied with SAP recommendations) who previously: 1) had a verified positive drug test result, or 2) engaged in prohibited alcohol misuse
  - p. Number of drivers administered a drug and alcohol test at the same time with a verified positive drug test and an alcohol concentration of 0.04 or greater
2. Each employee shall be identified who is subject to more than one DOT/FTA agency alcohol or drug rule. The identification will be by the total number of covered functions. Prior to testing, the employer shall identify which DOT/FTA agency under which the employee performs more than 50% of his or her duties, and test result information shall be directed to the appropriate DOT agency. (49 CFR 655.45(j))

APPENDIX XIII

LEVELS OF CONTROLLED SUBSTANCES (DRUGS)  
CONSIDERED TO BE POSITIVE

Positive levels for prohibited drugs:

<u>Drug and/or Metabolite</u>	<u>Initial Level</u>	<u>Confirmation Level</u>
Marijuana	50 n/ml	15 n/ml
Cocaine	300 n/ml	150 n/ml
Opiates (morphine and/or codeine)	300 n/ml	300 n/ml
Phencyclidine (PCP)	25 n/ml	25 n/ml
Amphetamines and/or Methamphetamines	1000 n/ml	500 n/ml



## VANTAGE CARE PROPOSAL

### CITY OF TURLOCK

#### PLAN# 801426 TCEA MISCELLANEOUS PLAN

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- Sick Leave Conversion on Retirement:  
Upon retirement, resignation or death, employees will convert all accrued sick leave as a contribution to their Vantage Care Health Savings Plan at a conversion rate of 50% after their PERS Service Credit conversion.
- Vacation Conversion on Retirement:  
Upon retirement or resignation, employees with 200 hours or more of vacation will convert all hours in excess of 100 hours of unused vacation as a contribution to their Vantage Care Health Savings Plan at 100% of the value.
- Annual Sick Leave Conversion:  
On November 1 of each year, employees with a sick leave balance of 200 or more hours, after sick leave sell back if eligible, will convert 20 hours of sick leave to each employee's Vantage Care Health Savings Plan.
- Salary Contribution:  
Employees shall contribute one-half percent ( $\frac{1}{2}$ ) of their gross salary each pay period to their Vantage Care Health Savings Plan.
- Plan Amendment:  
Future amendments of the TCEA Vantage Care Health Savings Plan shall require a simple majority vote of all ballots cast.

TCEA MONTHLY SALARY SCHEDULE  
EFFECTIVE 7/1/24

	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
OFFICE ASST I	13.9	3376	3545	3722	3909	4104
FACILITIES MAINT. ASST	15.2	3595	3774	3963	4161	4369
ACCOUNT CLERK I	15.2	3595	3774	3963	4161	4369
OFFICE ASST II	15.9	3722	3909	4104	4309	4525
TRAFFIC TECHNICIAN TRAINEE	16.6	3851	4043	4245	4457	4680
ACCOUNT CLERK II	17.2	3963	4161	4369	4588	4817
FIELD SERVICES TECHNICIAN	17.2	3963	4161	4369	4588	4817
MAINTENANCE WKR I	17.2	3963	4161	4369	4588	4817
SHIPPING & RECEV INV SPEC	17.2	3963	4161	4369	4588	4817
FLEET MAINT SERVICE WKR	17.9	4104	4309	4525	4751	4988
COMMUNITY SERV COORDINATOR	18.0	4120	4326	4542	4769	5008
PARTS CLERK	18.2	4161	4369	4588	4817	5058
ACCOUNTS PAYABLE CLERK	19.2	4369	4588	4817	5058	5311
ACCOUNT CLERK, SR	19.2	4369	4588	4817	5058	5311
MAINTENANCE WKR II	19.2	4369	4588	4817	5058	5311
CODE COMPLIANCE TECHNICIAN	19.2	4369	4588	4817	5058	5311
PLANNING ASSISTANT	19.2	4369	4588	4817	5058	5311
SECRETARY	19.2	4369	4588	4817	5058	5311
UTILITY MAINT WKR I	19.4	4413	4634	4866	5109	5364
WATER CONSERVATION WORKER	19.4	4413	4634	4866	5109	5364
TRAFFIC TECHNICIAN I	19.6	4457	4680	4914	5160	5418
CODE ENFORCEMENT OFFICER	20.2	4588	4817	5058	5311	5577
BUILDING INSPECTOR, TRNEE	20.8	4727	4964	5212	5472	5746
FLEET MAINT. MECHANIC I	20.9	4751	4988	5238	5500	5775
NEIGHBORHOOD SERVICES TEC	21.0	4769	5008	5258	5521	5797
POLICE RECORDS TECH	21.0	4769	5008	5258	5521	5797
STAFF SERVICES ASSISTANT	21.0	4769	5008	5258	5521	5797
LABORATORY ANALYST I	21.1	4793	5033	5285	5549	5826
ACCOUNTING TECHNICIAN	21.2	4817	5058	5311	5577	5855
MAINTENANCE WKR, SR.	21.2	4817	5058	5311	5577	5855
SECRETARY, SR.	21.2	4817	5058	5311	5577	5855
COMMUNITY DEV-SERVICE TEC	21.3	4841	5083	5338	5604	5885
UTILITY MAINT WKR II	21.4	4866	5109	5364	5633	5914
WASTEWATER PLT OPR I	21.9	4988	5238	5500	5775	6063
WATER TREATMENT PLANT OPERATOR I	21.9	4988	5238	5500	5775	6063
ADMIN ASST, PUBLIC SAFETY	22.0	5008	5258	5521	5797	6087
ADMINISTRATIVE ASSISTANT	22.0	5008	5258	5521	5797	6087
PERMIT TECHNICIAN	22.5	5134	5391	5661	5944	6241
FLEET MAINT. MECHANIC II	22.9	5238	5500	5775	6063	6367
PLANNING TECHNICIAN	23.0	5258	5521	5797	6087	6392
PURCHASING SPECIALIST	23.0	5258	5521	5797	6087	6392
RECREATION COORDINATOR	23.0	5258	5521	5797	6087	6392
STAFF SERVICES TECHNICIAN	23.0	5258	5521	5797	6087	6392
CRIME & COMMUNITY INFO ANALYST	23.2	5311	5577	5855	6148	6456
PUBLIC SAFETY BUSINESS ANALYST - POLICE	23.2	5311	5577	5855	6148	6456
PUBLIC SAFETY BUSINESS ANALYST - FIRE	23.2	5311	5577	5855	6148	6456
SECRETARY, SUPERVISING	23.2	5311	5577	5855	6148	6456
PUB FAC MAINT - TEAM LEADER	23.2	5311	5577	5855	6148	6456
UTILITY MAINT WKR, SR	23.4	5364	5633	5914	6210	6520
LAND SURVEYING TECH I	23.6	5418	5689	5973	6272	6586
POLICE RECORDS TECH, SR	23.6	5418	5689	5973	6272	6586
TRAFFIC TECHNICIAN II	23.6	5418	5689	5973	6272	6586
WASTEWATER PLT OPR II	23.9	5500	5775	6063	6367	6685
BUILDING INSPECTOR I	24.1	5549	5826	6118	6424	6745
FIRE PREVENTION INSP	24.1	5549	5826	6118	6424	6745

TCEA MONTHLY SALARY SCHEDULE  
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	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
LABORATORY ANALYST II	24.1	5549	5826	6118	6424	6745
ACCOUNTANT I	24.2	5577	5855	6148	6456	6778
PLANNER, ASSISTANT	24.3	5604	5885	6179	6488	6812
HOUSING FINANCE SPECIALIST, TRAINEE	24.3	5604	5885	6179	6488	6812
FLEET MAINT. MECHANIC, SR	24.9	5775	6063	6367	6685	7019
ELECTRICAL MECH TECH I	25.0	5797	6087	6392	6711	7047
INFORMATION TECHNOLOGY TECH	25.2	5855	6148	6456	6778	7117
HOUSING FINANCE SPEC I	25.3	5885	6179	6488	6812	7153
HOUSING REHABIL. SPEC I	25.3	5885	6179	6488	6812	7153
HOUSING REHABILITATION SPECIALIST / INSPECTOR TRAINEE	25.3	5885	6179	6488	6812	7153
HOUSING PROGRAM SPEC I	25.3	5885	6179	6488	6812	7153
FIRE OPERATIONS SUPPORT ANALYST	25.6	5973	6272	6586	6915	7261
PLANS EXAMINER I	25.6	5973	6272	6586	6915	7261
PURCHASING COORDINATOR	25.6	5973	6272	6586	6915	7261
TRAFFIC TECHNICIAN, SR.	25.6	5973	6272	6586	6915	7261
WASTEWATER PLT OPR, SR	25.9	6063	6367	6685	7019	7370
LABORATORY ANALYST, SR	26.1	6118	6424	6745	7082	7436
ACCOUNTANT II	26.2	6148	6456	6778	7117	7473
HOUSING REHABIL. SPEC II	26.3	6179	6488	6812	7153	7511
HOUSING FINANCE SPEC II	26.3	6179	6488	6812	7153	7511
HOUSING PROGRAM SPEC II	26.3	6179	6488	6812	7153	7511
UTILITIES SUPERVISOR, ASST	26.4	6210	6520	6846	7189	7548
PUB FACIL MAINT SUPV, ASST	26.4	6210	6520	6846	7189	7548
ELECT/INSTRUMENT TECH	27.0	6392	6711	7047	7399	7769
ELECTRICAL MECH TECH II	27.0	6392	6711	7047	7399	7769
WATER TREATMENT PLANT OPERATOR II	27.0	6392	6711	7047	7399	7769
MAINTENANCE TECHNICIAN II	27.0	6392	6711	7047	7399	7769
BUILDING INSPECTOR II	27.1	6424	6745	7082	7436	7808
HOUSING REHABILITATION SPECIALIST / INSPECTOR I	27.1	6424	6745	7082	7436	7808
PUBLIC WORKS CONST INSP	27.1	6424	6745	7082	7436	7808
INFO TECH ANALYST I	27.2	6456	6778	7117	7473	7847
PLANNER, ASSOCIATE	27.3	6488	6812	7153	7511	7886
REDEV/ECON DEV ANALYST	27.3	6488	6812	7153	7511	7886
TRANSIT PLANNER	27.3	6488	6812	7153	7511	7886
ENVIRONMENTAL COMPL INSP	27.4	6520	6846	7189	7548	7926
ENGINEERING PROJECT COORDINATOR COORDINATOR FOR	27.6	6586	6915	7261	7624	8005
UNSHeltered/HOMELESS PROGRAMS	27.6	6586	6915	7261	7624	8005
LAND SURVEYING TECH II	27.6	6586	6915	7261	7624	8005
PLANT OPERATOR, LEAD	27.9	6685	7019	7370	7739	8126
PARKS, REC & PUB FAC SUPERVISOR	27.9	6685	7019	7370	7739	8126
RECREATION SUPERVISOR	27.9	6685	7019	7370	7739	8126
STAFF SERVICES ANALYST	28.0	6711	7047	7399	7769	8157
FLEET MAINT. SUPERVISOR	28.5	6881	7225	7586	7965	8363
PLANS EXAMINER II	28.6	6915	7261	7624	8005	8405
ELECT/INSTRUMENT TECH, SR	29.0	7047	7399	7769	8157	8565
ELECTRICAL MECH TECH, SR	29.0	7047	7399	7769	8157	8565
INSTRUMENT AND CONTROL TECHNICIAN, SR	29.0	7047	7399	7769	8157	8565
MAINTENANCE TECHNICIAN, SR	29.0	7047	7399	7769	8157	8565
WATER TREATMENT PLANT OPERATOR, SR	29.0	7047	7399	7769	8157	8565
HOUSING REHABILITATION SPECIALIST / INSPECTOR II	29.2	7117	7473	7847	8239	8651
INFO TECH ANALYST, II	29.2	7117	7473	7847	8239	8651



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	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
ENGINEER, ASSISTANT	29.6	7261	7624	8005	8405	8825
ELECT/MECH MAINTENANCE SUPV, ASST	30.0	7399	7769	8157	8565	8994
BUILDING INSPECTOR, SR	30.1	7436	7808	8198	8608	9039
PUBLIC WORKS CONS INSP SR	30.1	7436	7808	8198	8608	9039
ASSET ANALYST	30.3	7511	7886	8280	8694	9129
PLANNER, SENIOR	30.3	7511	7886	8280	8694	9129
TRANSIT ANALYST	30.3	7511	7886	8280	8694	9129
UTILITIES SUPERVISOR	30.4	7548	7926	8322	8738	9175
POLICE RECORDS SUPERVISOR	30.4	7548	7926	8322	8738	9175
WQC LABORATORY SUPERVISOR	30.4	7548	7926	8322	8738	9175
WQC SUPERVISOR	30.4	7548	7926	8322	8738	9175
FIN CUSTOMER SERVICE SUPV	30.4	7548	7926	8322	8738	9175
PURCHASING SUPERVISOR	30.4	7548	7926	8322	8738	9175
ACCOUNTANT III	31.2	7847	8239	8651	9084	9538
PLANS EXAMINER, SR	31.6	8005	8405	8825	9267	9730
ENGINEER, ASSOCIATE	31.6	8005	8405	8825	9267	9730
LAND SURVEYOR, ASST	31.6	8005	8405	8825	9267	9730
PUBLIC WORKS CONSTRUCTION						
INSPECTOR, SENIOR - ROADS	32.1	8198	8608	9039	9490	9965
ELECT/MECH MAINTENANCE SUPV	33.0	8565	8994	9443	9915	10411
PUBLIC MAINT SUPERVISOR	33.0	8565	8994	9443	9915	10411
WATER TREATMENT PLANT SUPERVISOR	33.0	8565	8994	9443	9915	10411
PLANNER, PRINCIPAL	33.6	8825	9267	9730	10217	10727
CIVIL ENGINEER, ASSOC	33.6	8825	9267	9730	10217	10727
LAND SURVEYOR	33.6	8825	9267	9730	10217	10727
INFO TECH ANALYST, SR	34.2	9084	9538	10015	10516	11041
GIS COORDINATOR	34.2	9084	9538	10015	10516	11041
CIVIL ENGINEER, SR	35.6	9730	10217	10727	11264	11827
INFO TECH COORDINATOR	36.2	10015	10516	11041	11593	12173