

**Memorandum of Understanding
between the
City of Modesto
and the
Modesto City Employees' Association
(MCEA)**

March 9, 2019

Through

June 30, 2023

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PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Modesto (“City”) and the Modesto City Employees Association (“MCEA”) after meeting and conferring in good faith with a shared interest in harmonious labor-management relations. This MOU is binding upon the City and MCEA and their respective successors and assigns.

ARTICLE 1. TERM OF AGREEMENT

This MOU becomes effective at 12:01am on March 9, 2019, and will continue in effect through midnight on June 30, 2023, unless extended or superseded by mutual agreement of the City and MCEA.

ARTICLE 2. CITY MANAGEMENT RIGHTS

The City retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 3. RECOGNITION

The City recognizes MCEA as the sole and exclusive representative for all regular full-time, regular part-time and probationary employees in the general bargaining unit as to all matters within the scope of representation as defined by Section 3504 of the Meyers-Milias-Brown Act. This MOU covers only the employees in the position classifications represented by MCEA.

ARTICLE 4. RENEGOTIATIONS

- (A) Upon receipt of the written notice from the opening party, negotiations will begin no later than one hundred twenty (120) calendar days prior to the termination date of this Memorandum. The parties will notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.
- (B) When negotiating a successor memorandum, the MCEA will be represented by no more than six (6) employees who will be released from active duty and will not

lose wages or benefits when negotiating. MCEA may add up to two (2) additional employees to the MCEA negotiating team upon mutual agreement.

A reasonable effort will be made to allow MCEA employees to have their work hours and/or duty days adjusted so that they will be on active duty during negotiations. No employee will receive overtime for time spent negotiating if it is not possible to adjust their work schedule. Participation in negotiations does not release any employee from responsibilities of their full-time employment requiring immediate attention or action (for example, scheduled court appearances or emergency callback).

- (C) Interest-Based training will be provided if a sufficient number of MCEA employees require training prior to negotiations. If either party elects not to use the Interest-Based process, a process that is more accelerated than the Interest-Based process will be used. MCEA may choose to have a single spokesperson at the table; Management will use more than one (1) spokesperson at the table.

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

- (A) Salary Rates and Ranges: The classification titles for positions in this unit, with the corresponding salary range code, are listed in Appendix A (Classifications and Salary Ranges).
 - 1) Effective the first full pay period after MCEA ratification and approval of this MOU by the City Council, all bargaining unit employees will receive a 2.0% salary increase as provided for in Appendix B (1).
 - 2) Effective June 23, 2020, all bargaining unit employees will receive a 2.0% salary increase, as provided in Appendix B(2) (Schedule of Salary Ranges after 2.0% Increase).
 - 3) Effective June 22, 2021, all bargaining unit employees will receive an additional 2.0% salary increase, as provided in Appendix B(3).
 - 4) Effective June 21, 2022, all bargaining unit employees will receive an additional 2.0% salary increase, as provided in Appendix B(4).
 - 5) Classifications, Job Titles and Salary Ranges may be amended from time to time by Resolutions adopted by the City Council, subject to fulfilling any meet & confer obligations the City may have with MCEA.
- (B) Labor Market Adjustments: In addition to the salary increases described in subpart (A) of this article, the salary range for each of the benchmark classes listed in Appendix H, along with any related classes, will increase in accordance with the schedule set forth in Appendix H. The effective date for the “Year 1 Adjustment” will be the first pay period after MCEA ratification and approval of this MOU by the City Council. The effective date for the “Year 2 Adjustment” will be June 23, 2020. The effective date for the “Year 3 Adjustment” will be June 22, 2021. In addition, the City and MCEA agree to continue to meet and confer regarding salary relationships, reporting relationships, and operations of tree trimmers and equipment operators in the Urban Forestry Division.

For purposes of this Memorandum, base salary range will mean the salary range assigned to a specific classification as provided in Appendix A. Base salary rate will mean the hourly rate of pay established pursuant to the Step placement within the base salary range as provided in this Memorandum.

Paid time will be based upon the base salary rate with the computation rounded to the nearest cent.

(C) Initial Step Placement:

Each salary range will consist of five (5) Steps, A through E. Progression through the steps will be based upon both length of service and job performance.

- 1) Step A will normally be paid upon initial employment. The initial salary may be set at a higher Step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at higher than Step A may be considered for their first Step increase after thirteen (13) pay periods.
- 2) Step B will be paid upon completion of thirteen (13) pay periods with an overall "Meets" performance evaluation.
- 3) Step C through Step E will be paid upon completion of twenty-six (26) pay periods with an overall "meets" performance evaluation at each Step.

(D) Accelerated Step Increase: Accelerated Step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.

(E) Denial of Step Increase: When a Step increase is denied, there will be another performance evaluation of the employee in thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding will be given in writing to the employee.

(F) Step Reduction:

If an employee does not meet expectations on any area of the yearly performance evaluation, the employee will be placed on a Corrective Interview Memorandum (CIM). The employee will then receive a performance evaluation review three (3) months following the initiation of the CIM. If improvement is still needed, the employee will receive an additional performance review at six (6) months following the initiation of the CIM. If the employee continues to not meet expectations on the relevant area of performance at the six (6) month review, an employee's Step may be reduced to a lower Step. There is no right of appeal due to the lowering of Steps, but the reasons for reduction will be given in writing to the employee.

All other salary administration policies will be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 6. PERFORMANCE EVALUATION

- (A) The City and MCEA agree to use the “Performance Management Guidelines” as the recognized evaluation process. There will be periodic performance evaluations of all employees, which will be discussed with the employee and made a matter of record. If the evaluation shows an employee’s work as “Does Not Meet”, the supervisor will take appropriate steps to encourage improvement and may set a definite period of time in which improvement is expected. Failure to achieve satisfactory improvement may be just cause for demotion, reduction in pay or dismissal.
- (B) There will be a Performance Evaluation Review Committee, composed of City and MCEA representatives, which will meet as needed to review the performance evaluation system. The specific procedures of the performance evaluation system will be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 7. PAY PERIOD DEFINED

- (A) A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two (2) weeks thereafter. The first pay period under this MOU commences at 12:01 a.m., on Tuesday, March 5, 2019.
- (B) Direct Deposit: Employees have the option to elect to be paid via direct deposit or a debit card.

ARTICLE 8. WORKWEEK DEFINED

The workweek is 12:01 a.m. Tuesday to 12:00 a.m. (midnight) the following Monday. Department Directors and individual employees may agree to modify the workweek in order to facilitate alternative work schedules as provided in this MOU.

ARTICLE 9. STANDARD TOUR OF DUTY

- (A) Standard Tour of Duty.
 - 1) The standard tour of duty means the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty, which commences before midnight and ends the following day, will be reported for payroll purposes as time worked for the day in which the tour of duty began.
 - 2) The Department Director will establish the times a standard tour of duty begins and ends and the actual number of hours, which comprises the standard tour of duty for each position. If the City needs require it, employees will be offered, on a voluntary basis, staggered work hours and/or days. If no employees volunteer for such staggered work hours and/or days, employees may be assigned work outside their Standard Tour of Duty by inverse order of seniority, not to exceed one (1) work shift.
- (B) Schedule Change Notices.

When a Department Director finds it necessary to make modifications or changes in the time a standard tour of duty begins or ends or the actual number of hours in a tour of duty, the Department Director will notify the affected employee(s) and MCEA indicating the proposed change with seven (7) calendar days prior notice to its implementation. If MCEA requests to meet and confer, it will do so in writing to the Human Resources Director. The parties will then expeditiously meet and confer regarding the impact the modification or change would have on employees. An employee or MCEA may request the Department Director to change the times a standard tour of duty begins and ends or the actual number of hours in a standard tour of duty to meet the needs of the service.

ARTICLE 10. LEAVE USAGE AND ACCRUALS

All leave accruals, including the accrual of overtime, will be recorded in tenths of an hour (i.e. 0.1 equals six (6) minutes) basis. All leave usage, including the use of overtime, will be recorded in tenths of an hour (i.e. 0.1 equals six (6) minutes) basis. All leave usage, including use of overtime, will be recorded and used on a tenth (0.1) of an hour basis.

ARTICLE 11. REST BREAKS

Employees will be entitled to rest breaks in accordance with the schedule below, unless otherwise provided for in Appendices C and D. Rest breaks will be scheduled in accordance with the requirements of the department. Rest breaks will be considered as time worked. Employees required to work beyond their regular tour of duty will be granted a ten (10) minute rest for each two (2) hours of such work.

<u>Regularly Scheduled Tour of Duty</u>	<u>No. & Limit of Rest Break</u>
After 3 hours and through 6 hours	One (1) 15 Minute Rest Period
After 6 hours and through 10 hours	Two (2) 15 Minute Rest Periods

ARTICLE 12. OVERTIME

- (A) Policy. It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department will keep complete and accurate records of all overtime earned in every pay period. The City has the right to require each employee to work overtime as necessary. To the extent possible and in the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department. Supervisors will not authorize an employee for overtime during the time when he/she is on a disciplinary suspension without pay or while on disciplinary probation.
- (B) Definition. Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave will be considered as time actually worked for purposes of computing overtime. Overtime will not affect leave accruals. Overtime

and compensatory time off (CTO) will be recorded and used on a tenth (0.1) of an hour basis.

- (C) Overtime Compensation. Any employee authorized by the Department Director or authorized representative to work overtime will be compensated at the overtime rate, i.e. one and one-half (1½) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO will be credited at one and one-half (1½) times the amount of hours worked.

Each employee hired before September 27, 2005 will be paid on a quarterly basis for all compensatory time over one hundred and sixty (160) hours. Each employee hired on or after September 27, 2005 will be paid on a quarterly basis for all compensatory time over one hundred (100) hours.

Cash out of hours will be calculated by payroll using the CTO hours from the first pay period ending in the months of March, June, September, and December. Cash out of hours will be paid in the second pay period ending in the months of March, June, September, and December. If employees choose to cash out additional time to be paid in the second pay period of the months listed above, employees will be paid out for both the (i) hours such employees elected to cash out, plus (ii) the hours automatically cashed out in accordance with the preceding paragraph and all cashed out hours will be deducted from the employees' accrued CTO.

At the employees request, payment of CTO will be included as part of a regular paycheck so long as the request is for at least ten (10) hours. Employees will make this request to the Payroll Division of Finance at least fourteen (14) calendar days prior to payout. CTO leave may be taken at the request of the employee with reasonable advance notice and with the approval of the Department Director or designee. Approval of CTO leave will not be denied unless granting the CTO leave request would result in an undue disruption in City operations. CTO will be taken in straight time hours.

MCEA employees will have the opportunity to bank overtime hours as CTO outside of their assigned home cost center. The City agrees to absorb the additional labor costs for tracking these hours outside of the payroll system as a manual work-around. The City will notify MCEA to discuss impacts of the City's ability to absorb the additional cost as a result of the work-around.

Overtime hours worked in connection to grants, capital projects or other time-restricted funded activities are to be paid as cash on the paycheck following the pay period for which time was worked and therefore should not be approved for hours banked to CTO. Notwithstanding the foregoing, overtime hours worked in connection to capital projects that are fully funded by the City, as opposed to outside funding sources, may be banked as CTO subject to the restrictions set forth above. If it is determined by the City that these overtime hours were worked on a project funded in full or part by an outside funding source, the applicable CTO hours will be cashed out and paid to the employee as soon as administratively possible following this determination.

Prior to the promotion or reclassification of an employee, all compensation time off will be taken or paid at the employee's then current regular rate of pay.

- (D) Wash Time. A Department Director, with the concurrence of the affected employee, may arrange for that employee to take such time off at straight time as is necessary to ensure that the employee's actual time worked does not exceed forty (40) hours within a given seven (7) consecutive day workweek.
- (E) Meal Allowance. An employee required to work unscheduled overtime for four (4) or more consecutive hours beyond the scheduled shift on emergency work, or for four (4) or more consecutive hours of work when on Standby or Call-Back, will be compensated twelve dollars and fifty cents (\$12.50) for a meal allowance during any twenty-four (24) hour period and will be entitled to a thirty (30) minutes unpaid meal period for every additional four (4) hours worked. Only one (1) twelve dollars and fifty cents (\$12.50) payment will be made per shift, unless the employee works four (4) or more consecutive hours, is released from duty, and must return for four (4) or more hours in the same shift.

ARTICLE 13. STANDBY

- (A) Standby Defined. Employees on Standby are released from active duty but who are required by the department to leave notice where they can be reached and return to active duty when notified.
- (B) Eligibility. Standby eligibility will be based upon an employee's ability to respond to either the Geographic Center of the City or the employee's assigned work unit location within thirty (30) minutes.
 - 1) This response time will be determined by use of the Microsoft Streets and Trips software or the use of similar trip calculation software, agreed upon jointly by the City and MCEA.
 - 2) The response time for determining eligibility will be calculated using the employee's home address, average speed, beginning time of 5:00 p.m., and the quickest route.
 - 3) The Geographic Center of the City will be determined annually by the Information Technology Department.
 - 4) Response time eligibility will be recalculated by the Fleet Manager at the beginning of each calendar year or upon a change in the employee's home address/work site. Exceptions to the thirty (30) minute restriction may be made by the Department Director, based upon operational and staffing needs of the Department.
 - 5) Any employee in the Water Division must have a Grade II certification in Water Distribution from the State of California in order to be eligible for standby. Notwithstanding the foregoing, if the Department Head or their designee

determines there is an operational need, electricians in the Water Division may be eligible for standby.

- 6) Employees who take leave for personal illness or injury for more than half their regular workday will not be allowed to serve on Standby for that same workday. Should this leave occur on Friday, the employee may not work standby for on either Saturday or Sunday. Should this leave occur on the day before a holiday the employee may not work standby on the holiday.
- (C) Response Time. Employees assigned to Standby must leave a telephone number where they can be reached or wear a communicating device; and be able to respond promptly and strive to be on scene of the emergency or the employee's assigned work unit location within thirty (30) minutes.
- 1) Employees must report to their supervisor any changed availability, at the beginning of the workday or as soon as a change in availability is known, whichever comes first. While on Standby, an employee is free to use the time for his or her own purposes.
- (D) Compensation for Standby Pay. Standby time does not count as time worked for purposes of calculating overtime unless the employee is called back to work.
- (E) Assigned standby personnel will receive standby pay in the amount of two (2) hours of pay on their regularly scheduled workday, and four (4) hours of pay on the employee's regularly scheduled days off and fixed recognized City holidays.

ARTICLE 14. FATIGUED EMPLOYEES

- (A) Policy. It is the policy of the City to ensure that an employee is not required to work such a significant number of hours that it might lead to extreme fatigue of that employee or place that employee in violation of any state or federal law governing employees possessing a commercial driver's license. Further, the City seeks to provide and maintain a safe working environment for each individual.

This Article applies only to employees assigned to a 5/2, 9/80, 12/80 or 4/10 work shift.

- (B) Hours Worked. An employee who is required to work more than four (4) hours overtime within a sixteen (16)-hour time period AND whose regularly scheduled work shift begins less than six (6) hours from the time the overtime ends, will be afforded a full eight (8)-hour rest period before returning to work.

As an example, Employee's regular shift ends at 11:00 p.m., and they are required to work five (5) hours of overtime and get off at 4:00 a.m. The employee's next scheduled shift begins at 6:00 a.m. Therefore, the employee is entitled to eight (8) hours of rest beginning at 4:00 a.m. Since the eight (8) hours extends into the regular shift, the employee is entitled to six (6) hours of paid fatigue time from 6:00 a.m. to 12:00 p.m.

In the case of extraordinary circumstances (i.e., a natural disaster), a Department Director or a Deputy Director may authorize an employee to work longer without a rest period.

- (C) Rest Period. If the eight (8)-hour rest period discussed in (B) above extends into the next regularly scheduled work shift, the employee will be absent from the workplace for a period of time totaling eight (8) hours. Any portion of the eight (8)-hour rest period that extends into the regularly scheduled work shift will be considered paid work time.
- (D) Additional Rest Period. If, following the eight (8)-hour rest period, the employee is still too fatigued to return to work, the employee may request additional time off to be charged to the employee's vacation, Holiday CTO, or CTO balance. This additional approved time off will not be recorded as an "unscheduled" leave.

ARTICLE 15. CALL BACK

- (A) When an employee is called back to work after being released from work, the employee will be entitled to call-back compensation for each occurrence by either:
 - 1) Three (3) hours of straight time per call-back occurrence;
 - 2) In addition to the three (3) hours of straight time, overtime will be applied as paying time and one-half pay (1½) for actual time worked in excess of seventy-eight (78) minutes.
- (B) Compensation for hours worked for call-back begins when the employee departs for his or her duty assignment and ends when the employee leaves work.
- (C) The following incidents are not considered call-back and are compensated on a time and one-half (1½) basis:
 - 1) Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;
 - 2) Overtime associated with assigned Standby as described in Article 13;
 - 3) Overtime which occurs as an extension of an employee's regular workday; and
 - 4) When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of his/her regular work shift.

ARTICLE 16. COURT OVERTIME FOR CODE ENFORCEMENT OFFICERS AND BUILDING INSPECTORS

- (A) Overtime will be compensated at time and one-half (1½) of the regular rate of pay for time spent in court if such appearance is set within two (2) hours' time of the beginning or ending of a regular work shift.

- 1) If set within two (2) hours' time of the beginning of a regular work shift, overtime at time and one-half (1½) of their regular rate of pay will be compensated beginning with the appearance time and concluding at the beginning of the shift.
 - 2) If set within two (2) hours' time of the ending of a regular work shift, overtime at time and one-half (1½) of their regular rate of pay will be compensated beginning with the shift ending time, and concluding with the completion of the court appearance.
- (B) A minimum of one (1) hour during a duty day, or on a day off, at the employee's straight time rate will be recorded when an employee has been subpoenaed for an appearance and is required to telephone the Court Liaison Officer during off duty hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour as provided above will be recorded if the employee is required to call back after 12:00 p.m. This call-in pay will only be recorded if the employee is not required to appear in court.
- (C) A court appearance outside of a regularly scheduled duty day shift will be considered overtime and will be compensated at time and one-half (1½).
- 1) On a duty day or day off, and outside of the two (2)-hour gap, a minimum of four (4) overtime hours will be recorded for the first appearance on that day and for required court-related time at the Police Department immediately prior to or following an appearance. If, on such a day, a second court appearance is required, a separate minimum of four (4) overtime hours will be recorded, provided that the second appearance is required to begin after the previous four (4) hours minimum awarded that day is expired. When the second court appearance is required during the previous four (4) hour minimum, no additional pay will be recorded until the previous four (4) hour minimum has expired, at which time hour for hour overtime will resume.
 - 2) On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day or vacation day must be approved prior to the date that a subpoena is received.
- (D) Employees who have been subpoenaed for a court appearance will be required to verify that their presence is still needed by checking the calendar posted in the department at the end of their duty day the day before the scheduled appearance and by calling the recorder in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This will be an uncompensated call. If the scheduled appearance falls during an employee's weekend, the employee will be required to check the posted calendar at the end of the employee's last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee will not receive any overtime pay.
- (E) Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay will be paid at the straight time rate of pay for hours worked.

ARTICLE 17. APPROVED WORK SCHEDULES

Current negotiated schedules include 5/2, 4/10, 9/80, and 12/80.

Provisions for the 9/80 and 12/80 work schedules are set forth in Appendices C and D, respectively.

The City has the right to implement any of the negotiated work schedules to meet the needs of the organization and the individual department. Prior to implementation, the City will meet and confer with MCEA on the impacts to specific employees. MCEA and/or employees in a work unit may request consideration by the City of the implementation of any negotiated work schedule.

Regardless of assigned schedule, employees will be assigned to work a sufficient number of workdays and/or be credited with holidays to normally equal a total of two hundred sixty (260) workdays of eight (8) hour periods per calendar year or two thousand eighty (2,080) hours, or a pro rata number thereof.

Alternate Work Schedules (See Appendices C & D).

ARTICLE 18. LICENSES, CERTIFICATES, AND ENDORSEMENTS

- (A) Costs Associated with Certificates, Licenses or Endorsements (Not Class C Drivers Licenses):

Whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned, the City will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement. The time required to take the test to obtain the certificate, license or endorsement will be considered hours worked.

The City will reimburse the costs associated with successfully renewing the certificate, license or endorsement, and the time required to attend City authorized CEU training to renew it, will be considered hours worked.

The City may temporarily change an employee's standard tour of duty to accommodate on-duty training and testing for required licenses, certificates, or endorsements with seven (7) calendar days' notice as provided under Article 9, Standard Tour of Duty.

- (B) Class A or B Commercial Driver's License:

All newly hired employees and/or employees promoted into the Maintenance Worker I classification will be required to possess a valid Class A or B permit (as required by their job specification or this contract) within ninety (90) days of appointment and a valid Class A or B driver's license within one hundred and twenty (120) days of appointment. All newly hired employees and/or employees promoted into the Maintenance Worker job family at, or above, the classification of Maintenance Worker II at their expense, will be required to possess a valid Class A

or B driver's license (as required by their job specification for this contract within one hundred and twenty (120) days of the time of appointment).

- (C) Employees will be allowed the use of a City commercial vehicle and reasonable on-duty time to practice for the pre-trip inspection and driving portion of the commercial driver's test. Permits and licenses must be issued by the State of California Department of Motor Vehicles.

Failure to obtain the appropriate certificate, license or endorsement within the time period specified in the following table and/or failure to pass the federally mandated Department of Transportation (DOT) drug/alcohol test after obtaining the license will be grounds for release from probationary status.

Classification Required to hold CCDL	Class Code	Cost Center	Other Requirements
Airport Maintenance Crewleader	6193	All	
Heavy Equipment Mechanic	6190	All	
Heavy Equipment Crewleader	6189	All	
Electrician Assistant I/II/III	6545,6544,6543		
Electrician – Traffic and Buildings	6546	All except WQC Plant - 54410	
Equipment Mechanic	6195	All	
Equipment Mechanic Crewleader	6194	All	
Equipment Service Technician	6721	All except WQC Plant Cost Center	Required only when hired with CCDL
Equipment Operator	6314	All	
Fire Equipment Mechanic	6192	All	
Maintenance Worker I	6707	All; but only when hired with Class B CCDL	Required only when hired with CCDL. Must obtain permit within ninety (90) days of appointment and CCDL within one-hundred twenty (120) days of appointment
Maintenance Worker II	6705	All except Building Services and Parking Lots - 53250	Must obtain permit within ninety (90) days of appointment and CCDL within one-hundred twenty (120) days of appointment
Operations Crewleader	6148	All	
Parks Maintenance Crewleader	6630	All	Class B
Parks Maintenance Mechanic	6167	All except Building Services	
Plant Mechanic I	6717	All	
Senior Equipment Operator	6313	All	
Senior Fire Equipment Mechanic	6191	All	
Tree Trimmer	6615	All	
Tree Trimmer Crewleader	6610	All	
Utilities Plant Operator I/II	6411, 6412	All	

Utilities Services Worker I/II/III	6156, 6157, 6158	All	
Water Meter Technician	6698	All	
Welder/Fabricator	6196	All	

- (D) Employees in the following classifications are not required to acquire or maintain a valid class A or B California Commercial Driver's License (CCDL) as a condition of employment and are not subject to random drug testing as required by the U.S. Department of Transportation.

<u>Classification</u>	<u>Class Code</u>	<u>Cost Center</u>
Building Maintenance Technician	6811	All
Cross Connection Specialist	6160	All
Custodian I/II	6822, 6820	All
Electrical and Instrumentation Technician	6531	All
Parking Facilities Crewleader	6665	All
Production Technician	6557	All
Senior UPO	6413	All
Traffic Operations Technician	6675	All
Traffic Striping Crewleader	6660	All
Utilities Plant Operator I	6411	All
Utilities Plant Operator II	6412	All
Water Conservation Specialist	6161	All

- (E) Department management may modify or change the number of Commercial Driver's Licenses required to meet the needs of the department operations. When department management finds it necessary to make such modifications or changes, the department manager will notify the affected employee(s) and MCEA indicating the proposed change prior to its implementation and when MCEA requests to meet and confer, the parties will expeditiously meet and confer regarding the impact the modification or change would have on employees. Employees will be given one hundred and twenty (120) days to obtain this license when such modifications or changes are necessary.
- (F) Parks Services Employees: Three (3) employees will be required to possess a valid Class A Commercial Driver's License issued by the California Department of Motor Vehicles. In the absence of volunteers, persons may be designated by management to obtain this license.
- (G) Traffic & Buildings Electrical Division Employees: Three (3) Electricians will be required to possess a valid Class A Commercial Driver's License issued by the California Department of Motor Vehicles. In the absence of volunteers, persons may be designated by management to obtain this license.
- (H) Operational employees in the Public Works or Parks, Recreation and Neighborhoods Departments that wish to voluntarily maintain their Class A or B License will have all fees and charges associated with obtaining and maintaining the licenses paid for by the City. Those employees who choose to maintain their Class A and B License will remain in the Department of Transportation (DOT) program and will be subject to all its provisions.

(I) Hazardous Materials Endorsements:

- 1) Mandatory Endorsements. Each Department Director or designee will identify and notify those employees who are designated as required to possess a valid Hazardous Material Endorsement. Upon notification, the employee will pass any written testing and submit any background information required to obtain the endorsement within ninety (90) days of notice, or in the case of new hires, within ninety (90) days of date of hire. The City will reimburse these employees for the cost of obtaining the endorsement upon receipt of the certificate. For employees so required, the City will pay the cost of performing the background check required to obtain or renew the Hazardous Material endorsement. The time required to obtain or renew the endorsement will be considered hours worked.. The City may temporarily change an employee's standard tour of duty to accommodate on-duty testing for a Hazardous Materials Endorsement with seven (7) calendar days' notice as provided under Article 9, Standard Tour of Duty.
- 2) Voluntary Endorsements. The Department Director or appointee will designate the number of employees with voluntary Hazardous Material Endorsements desired per division. A pool of qualified employees will be compiled with priority established in the order the City receives the employee's completed certification. The City will reimburse the employee for the cost of obtaining the endorsement upon receipt of the certificate. In no event, will the City pay for more than one (1) effort to obtain or renew a voluntary endorsement. Voluntary certificate holders are required to obtain the certificate on their own time.

- (J) ICC Certifications: Due to changes in State law, and the impacts associated with Insurance Services Office (ISO) ratings for fire insurance, the City and MCEA agree, that employees in the classifications of Building Inspector I/II and Plans Examiner having more than one (1) International Code Council (ICC) certification will receive one hundred dollars (\$100) for each additional certification listed in this Agreement (building, plumbing, mechanical, or electrical inspection), Building Plans Examiner, Special Inspector for Reinforced Concrete, Special Inspector for Pre-Stressed Concrete, Special Inspector for Structural Masonry, Special Inspector for Structural Steel/Welding, and Special Inspector for Spray-Applied Fireproofing.

Thereafter, the one hundred dollars (\$100) will be paid on a one (1) time only basis for obtaining additional certificates and will not be paid for subsequent renewals or reinstatement of certificates.

- (K) Water Division State-Mandated Certifications: Whenever a Water Services Division employee is required by their job specification to possess or maintain a State of California Water Resources Control Board Water Distribution Operator or Water Treatment Operator certificate in order to carry out the duties as assigned, the City will reimburse the costs associated with obtaining or renewing certification up to and including a Water Distribution Operator Grade V ("D-5")

and/or a Water Treatment Operator Grade III (“T-3”) certificate. City will pay for up to two (2) testing attempts per initial certification or renewal. The time required to take tests will be considered as hours worked. The City may temporarily change an employee’s standard tour of duty to accommodate on-duty training and testing for these certificates with seven (7) calendar days’ notice as provided under Article 9, Standard Tour of Duty.

- (L) Wastewater Division State-Mandated Certifications: Whenever a Wastewater Division employee is required by their job specification to possess or maintain a State of California Water Resources Control Board Wastewater Treatment Plant Operator certificate in order to carry out the duties as assigned, the City will reimburse the costs associated with obtaining and renewing certification up to and including a Wastewater Treatment Plant Operator Grade V certificate. City will pay for up to two (2) testing attempts per initial certification or renewal. The time required to take tests will be considered as hours worked. The City may temporarily change an employee’s standard tour of duty to accommodate on-duty training and testing for these certificates with seven (7) calendar days’ notice as provided under Article 9, Standard Tour of Duty.
- (M) The City will provide documents and materials to assist employees in preparing to obtain and renew these certifications and City sponsored training may be offered during the employees’ standard tour of duty. The City may temporarily change an employee’s standard tour of duty to accommodate on-duty training for these certificates with seven (7) calendar days’ notice as provided under Article 9, Standard Tour of Duty.
- (N) Employees who possess a Water Distribution Operator Grade II or III, and do not attain the required continuing education units and as a result lose their Grade II or III Certification from the State, will demote to Utilities Services Worker I. If demoted, the City will not be responsible for any costs of tests, or course work associated with the re-attainment of a Grade II or III, including CEUs required maintaining the certificate they revert to. If a Grade II or III is earned again, the City will reinstate the employee to the previously held job class and resume reimbursement for continuing education and renewal costs. Water Services Division employees continuously employed by the City since January 1, 2007 or prior who possess a Water Distribution Operator Grade I certificate from the California Department of Public Health may work in the Utility Services Worker I classification but will not advance further in that classification series until the employee achieves a Water Distribution Operator Grade II or higher certification.
- (O) Crane Operator Certification:
 - 1) Employees in the job classification of Utilities Plant Operator I/II, Utility Services Worker I/II/III, Senior Equipment Operator, Equipment Operator, Electrician (Traffic & Buildings) and Plant Mechanic I/II are required to obtain and renew Crane Operator certification if assigned to a pool of operators. Employees assigned to the pool will receive an additional 1.5% pay differential while certified and assigned.

- 2) The City will determine the number of qualified crane operators necessary to meet operating needs. Employees in the job classes listed above may volunteer to be considered for this assignment and the City will consider the volunteers when assigning this work. To make the selection, the City will develop a screening process to assess the likelihood that an employee would successfully complete the crane certification training program. The final determination of the number of qualified operators required, the screening process used and the actual assignment of operators remains with management discretion. The City may also consider an employee's work performance records, disciplinary actions and status on initial or promotional probation when making the assignment. If an employee is designated to operate a crane, the assignment is considered mandatory and action may be taken should the employee fail to obtain or maintain the required certification.
 - 3) Employees who hold a crane certification and voluntarily renew his or her crane certification may be thereafter designated for the assignment and will be subject to the same requirements as others so designated.
 - 4) Employees in job classifications requiring the crane certification and employees, who are assigned to the crane operator pool, will be required to successfully complete the crane certification training program every five (5) years, in accordance with mandated renewal requirements, subject to the City scheduling the process in a timely manner. If the City fails to schedule an employee for training, the employee will be relieved of the obligation to pass the crane certification training program until the City schedules the training.
 - 5) The City will pay all costs associated with one training and certification class and will determine how preparatory training will be conducted. Travel to and from, and attendance at training class will be considered as hours worked. Training will be scheduled during the employee's standard tour of duty. The City may temporarily change an employee's standard tour of duty to accommodate on-duty training and testing for these certificates with seven (7) calendar days' notice as provided under Article 9, Standard Tour of Duty. Employees who fail the crane training class provided by the City will be responsible for and obligated to continue to attempt to pass the test at the employee's own expense within the required six (6) months following appointment to a job classification in which the crane certificate is required. These employees will be permitted to attend testing using the appropriate leave. Upon the employee's receipt and the City's notification of the employee successfully passing the required testing, the City will commence the 1.5% pay differential.
- (P) Employees hired or promoted on or after May 31, 2014, will be required to have the appropriate certification for their classification. The City will not add additional certification requirements to existing job specifications without first meeting and conferring with MCEA.

ARTICLE 19. SHIFT AND PAY DIFFERENTIALS

(A) Shift Differential Pay.

Swing Shift. - Employees whose regular assigned tour of duty includes four (4) hours or more in a swing shift: (3:00 p.m. to 11:00 p.m. shift) will be paid a shift differential of \$6.00 per shift.

Graveyard Shift. - Employees whose regular assigned tour of duty includes four (4) hours or more in "graveyard" shift (11:00 p.m. to 7:00 a.m. shift) will be paid a shift differential of \$8.00 per shift.

If an employee is directed to work overtime in addition to their regular tour of duty, and those overtime hours include four (4) or more hours in both swing shift and four (4) or more hours in the graveyard shift, the employee will be paid twelve dollars (\$12) total shift differential.

(B) DMV Commercial Driver's License Class A Pay. Employees who hold a classification where a Class A Commercial Driver's License is not required may voluntarily possess a Class A Commercial Driver's License. Such employee who possesses a Class A license will receive a five dollar (\$5.00) shift differential for each shift in which they are assigned and operate any vehicle requiring a Class A Commercial Driver's License for a minimum of one (1) hour. This provision will not apply to operation of Class A equipment on private (including City owned) property where a commercial license is not required. This provision will not apply to classes where possession of a Class A Commercial Driver's License is a condition of employment, including but not limited to Plant Mechanic I/II, Utility Services Workers, Senior Equipment Operator or Crew Leaders (except in the Parks Division of the Parks Recreation and Neighborhoods Department). This provision will apply to classifications such as Electrician where some, but not all positions are required to possess a Class A Commercial Driver's License. Public Works Crewleaders are not expected to have a Class A Commercial Driver's License.

(C) Miscellaneous Differentials.

1) Pesticide Applicator. Employees in the Public Works and Parks, Recreation and Neighborhoods Departments that have certification as a Pesticide Applicator from the State of California to mix and apply pesticides will receive a six dollar (\$6.00) per shift pay differential for each shift in which they are assigned to mix and apply pesticides. A minimum number of hours of application per day are not required to receive this pay differential.

The City will pay all costs associated with obtaining and maintaining this certification for a sufficient number of employees that are needed for pesticide application. This number will be determined by the City.

Department management will establish the actual number of certified Pesticide Applicators needed. Department management may modify or change the number of certificates required to meet the needs of the service. When

department management finds it necessary to make such modifications or changes, the department manager will notify the affected employee(s) and MCEA indicating the proposed change prior to its implementation and when MCEA requests to meet and confer, the parties will expeditiously meet and confer regarding the impact the modification or change would have on employees.

- 2) Line Clearance Tree Trimming. Employees in the classification of Tree Trimmer Crew Leader or Tree Trimmer that have certification as Line Clearance Tree Trimmers shall receive a 2.5% pay differential. Employees in the classification of Tree Trimmer Crew Leader or Tree Trimmer that have an International Society of Arboriculture certification shall receive a 2.5% pay differential.
- 3) Utilities Services Worker III Lead Differential. Employees in the classification of Utilities Services Worker III shall receive a 5.0% pay differential when assigned by the department to serve as the worksite lead for a crew of at least three crewmembers.
- 4) Solid Waste Enforcement Officer. Employees in the classification of Solid Waste Enforcement Officer shall receive a 2.5% pay differential when assigned to the Used Oil Recycling Program to test and identify chemical waste to allow for proper storage.

(D) Bilingual Pay.

- 1) Employees working in field operations or in administrative positions that have significant contact with the public will receive bilingual pay if the employee qualifies as bilingual, based on the criteria listed below. For purposes of this Article, bilingual is defined as Spanish, Southeast Asian language(s) common to this area, sign language, or other languages deemed desirable by the Department Director.
- 2) Prior to January 1st annually, each department will provide to their employees a list of translation opportunities within the department. Employee participation in this effort is voluntary.
- 3) A review panel made up of three (3) experts (as determined by the department) will assess the qualifications of employees wishing to volunteer. Two (2) of the three (3) panel members must agree that the person is capable of bilingual translation.
- 4) Employees who pass the review panel and are needed in this capacity by the department shall receive three (3) hours of compensatory time off (CTO) per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one (1) year from the time the compensatory time off begins, unless an unusual hardship is presented by the employee.
- 5) The Department Director may choose to eliminate the CTO if it is determined that the translation services are not being effectively delivered by the

employee and/or the need is no longer present in a specific division. If more employees are deemed to be capable of bilingual translation than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

- 6) If the Department Director identifies more opportunities for translation than there are employees certified, the Department and the Human Resources Department may establish a second notification for volunteers and a second review panel in July of that year.
- 7) An employee certified and receiving bilingual compensatory time off shall cease receiving the CTO after they have been out of the workplace for three (3) consecutive pay periods. The CTO will not be granted beginning the first day of the following pay period. The CTO will be resumed the first full pay period the employee returns to work.

Pay Differentials. Pay differentials provided in paragraphs (A) through (D) of this section shall be included in base pay for purposes of compensation for approved vacation and holiday leave, compensating time off and up to forty-eight (48) hours of sick leave per year.

ARTICLE 20. ACTING AND OUT OF CLASS PAY

- (A) Acting Pay. Employees directed to work continuously in a vacant higher level regular position and perform work at the high level for more than one hundred and sixty (160) hours shall, subject to the other provisions of this paragraph, receive a salary rate increase to the higher level retroactive to the first hour of the higher level assignment. No additional compensation shall be paid where the employee is not directed to perform the higher level work for more than one hundred sixty (160) continuous hours. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to attrition, the incumbent being on an extended leave of absence, or the incumbent being on an assignment that keeps them from performing their normally assigned duties. Requests for higher compensation must be approved by the Human Resources Director. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher-level position. Assignment rotations among qualified staff are encouraged.
- (B) Out-of-Class Pay. Employees may request out-of-class pay. After review with the Department Director, the Human Resources Director may authorize an additional five percent (5%) pay differential for an employee working above their class, provided that the employee has been directed to perform significant assignments from a higher classification, or to perform higher duties and responsibilities, on a continuous basis in excess of one hundred twenty (120) consecutive hours. No additional compensation shall be paid where the employee is not directed to perform the higher level work for more than one

hundred twenty (120) continuous hours. When the employee has worked continuously at the higher level in excess of one hundred twenty (120) hours, the additional five percent (5%) will be paid retroactive to the first day of such assignment. The decision of the Human Resources Director to approve or disapprove such requests is final and binding and not subject to the Grievance Procedure.

- (C) Duration of Assignment. Initially, (i) an Acting Assignment resulting from an incumbent's extended leave of absence or (ii) an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one (1) employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Human Resources Director. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One (1) additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager. Consistent with CalPERS regulations, all other Acting Assignments shall be limited to a term of no more than 960 working hours in any fiscal year.

ARTICLE 21. DRESS AND GROOMING

- (A) Grooming. All employees will maintain a clean and neat appearance while working, taking into account the employee's job duties and the work environment the employee is or has been working in. Disagreements over what clean and neat in appearance means as applied to any particular person or circumstance will be resolved upon request of either party by the Problem Solving Committee.
- (B) Personal Protective Equipment. Except as provided in sections (F) , the City will make available to each employee at no cost all personal protective equipment reasonably necessary for the employee to safely perform his or her job including, but not limited to, head protection, eye protection, hearing protection, gloves, reflective garments, respiratory protection, safety footwear, etc. Every employee must wear personal protective equipment as appropriate for the job or task being performed. Employees must not wear or carry items at work that will reduce their safety on the job. Employees are expected to exercise reasonable care for all protective equipment issued to them.
- (C) Uniform Shirts, Pants, and Caps. Employees in the maintenance classifications listed on Appendix G, and other similar field, warehouse, and delivery classifications:
- 1) Will wear, during working hours, either a City-issued uniform shirt or an employee-purchased shirt of an approved color and style. Any shirt worn must include the City of Modesto logo on the front pocket area. Exceptions may be made by Supervisor where a special event calls for different attire.
 - 2) Will wear, during working hours, City-issued uniform pants, or employee-purchased pants of a City approved color and style, or employee-purchased zipper front shorts of a City approved color and style; provided, however, an employee may not wear shorts if the supervisor determines that it would be

unsafe or inappropriate to do so. Shorts may be no shorter than one (1)-inch above the knee.

- 3) May wear, during working hours, either a City-issued hat or other employee-purchased hat of a City approved color and style.
 - 4) Must, during working hours, be identifiable to the public as a City employee by some article of clothing with a visible City logo.
 - 5) If an employee elects to not wear their City issued uniform shirt during the months of June through August, the employee will receive from the City at no cost five (5) cotton tee shirts of an appropriate size and City approved color and style in June of each year. Tee shirts will include a City logo. Unless otherwise directed by the Purchasing Division, the City will continue the uniform service during this time.
 - 6) Must not wear clothing such as shirts, sweaters, jackets, or hats during working hours with conspicuously visible pictures, words, graphics, or illustrations other than the City logo except that at no cost to the City, an employee may wear an MCEA patch on the uniform shoulder or may wear a hat bearing the MCEA logo.
 - 7) Will have their uniforms (except tee shirts and employee provided hats) laundered at no cost by the City.
- (D) Cotton or Flame Resistive Garments for Work Near Open Flames and Arcs. In those work assignments where employees are exposed to hazards of flame, electric arcs, or molten materials, pants, shirts, tee shirts, coveralls, and other garments issued by the City or provided by the employee and worn by the employee will be either cotton or a flame-resistive material.
- (E) Coveralls and Jackets.
- (1) The City will make available at no cost to each employee in the following work areas or classifications a clean coverall for each workday:
 - a. Parks Maintenance Mechanics
 - b. Building Maintenance Technicians
 - c. All employees assigned to street maintenance activities
 - d. All employees assigned to the City's equipment maintenance shop
 - e. All employees assigned to any City Wastewater Treatment Plant
 - f. Welder/Fabricator
 - g. All employees assigned to the Compost Division
 - (2) Upon request, the City will provide at no cost to each employee in the following work areas and classifications one (1) coverall and one (1) safety jacket (reflective tape and high visibility color) per fiscal year:
 - a. All employees assigned to the Electrical Division
 - b. All employees assigned to the Parks Division

- c. All employees assigned to the Urban Forestry Division
- d. All employees assigned to the Water Division
- e. All employees assigned to the Wastewater Division
- f. All employees assigned to the Streets Division
- g. All employees in the career ladder of Electrician (may request that one (1) pair of coveralls be insulated)

(3) Care and laundry of the coveralls provided under Section (E) (2) of this Article immediately above are the responsibility of the employee

- (F) Safety Footwear. Each department will designate employees in certain job assignments for which safety footwear is required and the City will pay each employee so designated an annual safety footwear allowance of two hundred dollars (\$200) during the first pay period of July.

The City will provide each new employee his or her initial pair of safety footwear upon hire. Following the initial pair of safety footwear, the employee is responsible to purchase all subsequent pairs of safety footwear outside of regular work hours. The Department Director may authorize reimbursement on a case-by-case basis when working conditions cause damage or extreme wear, or in accordance with Personnel Administrative Order 19.1(as may be amended). Each designated employee must wear safety footwear that meets American Society for Testing and Materials standards when working in a field environment where safety footwear is required by the City.

- (G) Rain Gear. The City will provide rain gear for employees whose work requires that they be outdoors during inclement weather. Rain gear will be issued to employees on an as-needed basis through the City's Central Stores service. During the non-rainy season, rain gear will be returned for cleaning and storage based on procedures defined by the Department Director.

- (H) Safety Eyewear. The City will provide at no cost safety eyewear for employees in specific classifications as identified by the City's Risk Management Office. Replacement will occur on an as-needed basis as approved by the work unit supervisor.

Where moisture and humidity are constantly present, upon request by employees wearing prescription lenses, the City will provide at no cost prescription safety goggles. The determination as to whether safety goggles are necessary will be based on the work unit supervisor's review of pertinent CalOSHA criteria. It will be in the sole discretion of the City as to the price and type of safety goggles selected.

Employees required to wear self-contained breathing apparatus (SCBA) that require prescription lenses, the City will provide at no cost the necessary mask and prescription insert.

- (I) Working Group. Representatives of the City and MCEA agree to establish a working group to meet to discuss modifications to this provision with a goal of clarifying the classifications who are in need of uniforms/PPE and improving

processes related to the issuance of uniforms and PPE. The City's representatives will include Department representatives from Public Works, Utilities, Human Resources, and Purchasing, and the Safety Officer.

ARTICLE 22. EQUIPMENT MECHANIC TOOLS ALLOWANCE

- (A) Heavy Equipment Mechanics, Heavy Equipment Mechanic Crew Leaders, Equipment Mechanics, Equipment Mechanic Crew Leaders, Equipment Service Technicians, Fire Equipment Mechanics, and Senior Fire Equipment Mechanics (collectively in this article, "Equipment Mechanics") must initially furnish at their own expense a minimum complement of tools for their own use as listed in Appendix F.
- (B) Equipment Mechanics are required to submit a tool inventory to their supervisor at least once a year. The Equipment Mechanic's supervisor will verify each inventory and will keep them on file.

The City will replace an Equipment Mechanic's tools if they are stolen during a burglary, provided a police report is filed. Only tools listed on an inventory which are less than one (1) year old and that have been submitted to the employee's supervisor will be replaced.

- (C) The City will provide all tools larger than the minimum list requires and all specialized tools that are required to work on equipment owned by the City. Such specialized tools will remain the property of the City.

The City shall provide a tool allowance of four hundred and fifty dollars (\$450) per year, paid quarterly to offset the cost of such employee-provided tools. In order to be eligible for each quarterly allowance, an employee must be employed by the City on the last regular working day of that quarter.

ARTICLE 23. UNIFORMS AND UNIFORM ALLOWANCES

- (A) Police Department Administrative and Clerical Employees. All Police Department administrative and clerical employees who are required to wear uniforms will do so in accordance with the Police Department's Manual of Uniforms and Equipment and will receive uniform allowance of sixty-eight dollars (\$68) per month.
- (B) Fire Department Administrative and Clerical Employees. All Fire Department administrative and clerical employees who are required to wear uniforms will do so in accordance with the Fire Department Rules and Regulations and will receive a uniform allowance of sixty-eight dollars (\$68) per month.
- (C) Reimbursement for Damaged Uniforms, Equipment and Personal Property. The City will reimburse employees for the cost of replacing or repairing damaged uniforms, and safety equipment, and personal property in accordance with Personnel Administrative Order 19.1 (as may be amended).

ARTICLE 24. VACATION

The following vacation accrual rates are established for regular employees:

Annual Vacation Accrual Rate	Years of Service
80 hours	0-5
120 hours	6
128 hours	7
136 hours	8
144 hours	9
152 hours	10
160 hours	11
164 hours	12
168 hours	13
172 hours	14
176 hours	15
180 hours	16
184 hours	17
188 hours	18
192 hours	19
196 hours	20
200 hours	21 or more

Employees may not accrue vacation time in excess of twice their annual vacation accrual rate; provided that no employee shall lose vacation time to meet the needs of the service. Vacation leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust vacation accruals in order to ensure that employee accruals are consistent with the above-listed annual accrual rates.

The following rules and regulations are established for the administration of vacation benefits:

- (A) All vacation leave must be approved by the Department Director or designated representative.
- (B) Employees in regular positions will accrue, on a pro-rated basis, vacation leave for completed pay periods. Such vacation leave will be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period will receive vacation leave accumulation on a pro-rated basis.
- (C) Vacation leave will be compensated at the employee's regular hourly rate of pay.
- (D) An employee about to retire, or who is to be laid off, may either use their accrual prior to the effective date of retirement or layoff or elect a lump sum payment for accrued vacation time. All other employees will be paid at their regular rate of pay for all hours accrued at time of separation from the City.

- (E) Emergency Leave - Employees may use up to three (3) days of their accrued vacation in any one (1) fiscal year for protected emergency leave provided that they notify the department prior to the start of the working day that the employee would be absent or as soon as possible. An emergency is defined as an unforeseen urgent matter or situation out of the employee's control that requires immediate leave or could result in serious negative consequences if not attended to. The application of three (3) days is three (3) occurrences.

Example #1: Employee calls in prior to the beginning of the shift, stating the pipes just burst in their home, requiring immediate attention and requesting one (1) of emergency leave day. This day is considered protected and one (1) occurrence.

Example #2: Same scenario, employee calls in prior to the beginning of the shift, stating the pipes just burst in their home, requiring immediate attention and requesting two (2) days off (1 occurrence). The employee will use one (1) day of emergency leave, and the second day will be vacation day. This time off is considered protected.

- (F) If, due to operational needs of the City, an employee is denied the ability to take sufficient vacation to remain under his/her cap, the employee may seek City Manager approval to exceed the maximum cap for a time period to be specified by the City Manager.

- (G) Negative Vacation.

1) Effective January 24, 2006, employees will not be permitted to take vacation in advance of accrual, except in cases of extreme hardship or extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual will not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual will include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the City to recover any negative balance still owed to the City upon the employee's separation from service. Such recovery will be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.

ARTICLE 25. HOLIDAYS

- (A) Recognized Holidays. Employees will be entitled to their entire workday off on the following fixed recognized holidays:

New Year's Day	Martin Luther King, Jr. Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving Day	Christmas Day

- 1) If a recognized holiday falls on an employee's regularly scheduled workday, the employee will be entitled to a total of eight (8), nine (9), ten (10), twelve (12) or twenty (20) hours (a full work shift) of holiday time off depending on their current work schedule.
- 2) If a recognized holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a recognized holiday falls on a Sunday, the following Monday will be observed.
- 3) If a recognized holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.
- 4) Employees working on recognized holidays will be compensated at time and one-half (1½) for time actually worked; irrespective of hours actually worked in this workweek on the holiday. In no event will such an employee be compensated for working a recognized holiday in excess of one and one-half (1½) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time except as provided in Article 12.
- 5) Whenever a regular employee is required to work on a recognized holiday, which falls within the employee's regularly scheduled work week, the employee will accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours eight (8), nine (9), ten (10), twelve (12) or twenty (20) respectively) holiday compensatory time.
- 6) Whenever a regular employee is required to work on a recognized holiday which falls on a regular day off, the employee will accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule (4/10, 9/80, 12/80).
- 7) Employees on leave without pay the last scheduled workday before and the first scheduled workday after a recognized holiday will not receive holiday pay.

(B) Floating Holiday.

- 1) Employees in regular positions shall be entitled to a total of eight (8) hours on a 5/2, nine (9) hours for a 9/80, ten (10) hours for a 4/10 schedule, twelve (12) hours for a 12/80 schedule floating holiday time provided that the employee is in active status on the payroll during the pay period in which such floating holiday time is to accrue. Floating holiday time shall be accrued during the pay period in which January 1 falls.
- 2) Floating holidays accrued are available for use the first day following the pay period in which they are accrued, with the approval of the Department Director.

- (C) Employees in regular positions budgeted less than eighty (80) hours per period will receive recognized and floating holiday accruals on a pro-rata basis based on a full time 5/2 schedule (8 hour day).
- (D) Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked will be compensated in cash at straight time rates on a quarterly basis. Upon termination or retirement, employees will be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- (E) Employees may request cash-out of up to forty (40) hours of their grand fathered holiday time annually during the pay period in which November 1 falls. This cash-out is at the employee's current regular hourly rate of pay.

ARTICLE 26. SICK LEAVE

- (A) Definition. Sick leave with pay is an insurance program provided by the City for employees in regular positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment. Sick leave shall not be used for any injury arising out of, or incurred in, connection with outside employment.
- (B) Kin Care (PSL 48). In compliance with California law, a maximum of one-half (½) of an employee's annual calendar year sick leave accrual (forty-eight (48) hours) may be used to care for the employee's own illness, or obtain care for, an employee's child, including stepchildren and foster children, parent, spouse, registered domestic partner, or the child of a registered domestic partner, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, and foster parent who is ill. The employee should provide as much advance notice as reasonably possible to the City of the planned absence.
- (C) Accumulation. Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year. Sick leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust sick leave accruals in order to ensure that employee accruals are consistent with the applicable annual accrual rates.

Sick leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed four hundred eighty hours (480) of service from the employee's hire date.

Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. Sick leave shall be accumulative up to a maximum of two thousand one hundred (2,100) hours. Sick leave shall not accrue when an employee is absent for more than forty (40) hours in any pay period while on any leave other than holiday, vacation, CTO, bereavement, jury duty, or temporary military leave.

- (D) Compensation. Sick leave shall be compensated at the employee's regular hourly rate of pay. When an employee is transferred from one department to another, the transfer shall have no effect on the employee's sick leave accruals.
- (E) Administration.
- 1) It shall be the responsibility and duty of each employee to report their time accurately on their timesheet. Each Department Director or designee shall review each request for sick leave and allow sick leave with pay where the application is determined to be proper and fitting.
 - 2) Notice of Sickness. The Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.
 - 3) Review. The Human Resources Director may review and determine the justification of any request for sick leave with pay and may, in the interest of the City, require a medical report by a doctor to support a claim for sick leave pay.
 - 4) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more, prospectively when requested by the Department Director. The Department Director may require a doctor's certificate for absences of less than three (3) consecutive days for employees who have received a Corrective Interview Memorandum (CIM) for attendance.
 - 5) Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.
- (F) Coordination of Benefits. Employees will be entitled to coordinate fully their sick leave benefits with their Workers' Compensation benefits.
- (G) Sick Leave Cash-out. Employees who leave City employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five percent (25%) of the employee's unused grandfathered sick leave bank. There is no cash value to regular sick leave bank.
- (H) Sick Leave Accruals. Employees hired on or before December 31, 2010, shall have all accrued sick time transferred to a grandfathered sick leave bank effective October 23, 2012. All future sick leave earned on or after October 23, 2012 shall accrue in the employee's regular sick leave bank.

Employees who utilized grandfathered sick leave from July 1, 2013 to December 31, 2013 the City will transfer an equivalent amount of sick leave from their regular sick leave bank to their grandfathered sick leave bank for the pay period

ending February 9, 2015. In no event, will an employee be able to transfer more than the actual balance in their regular sick leave bank as of pay period ending January 26, 2015.

- (I) When taking sick leave, employees with grandfathered sick leave conversion banks shall utilize sick leave hours accrued on or after October 23, 2012 before utilizing hours from the grandfathered bank.
- (J) Retirement. For Employees hired on or before December 31, 2010.
 - a. Employees who retire from the City after five (5) years of continuous service in good standing may, on a one (1) time basis, exercise the option to have ninety (90%) percent of their unused grandfathered sick leave, up to two thousand (2,000) hours, converted to retiree medical program as described in Article Retiree Health.
- (K) Wellness/Sick Leave Incentive. During the contract term, employees (i) with at least 240 hours in their sick leave banks and (ii) who have used less than twenty four (24) hours of sick leave from January 1st until the last pay period in November annually may deposit the value of up to twenty-four (24) hours of sick leave into a Health Savings Account (HSA), if eligible. If not eligible for an HSA, employees may elect to have the deposit made to their Deferred Compensation Account. The converted sick leave hours will be valued based on the employee's then-current hourly straight time rate of pay. The deposit will happen in the first pay period in December annually.

ARTICLE 27. BEREAVEMENT LEAVE

Employees in regular positions will be entitled to three (3) days of paid leave, regardless of work schedule, which may be used per occurrence for bereavement due to the death of persons in the immediate family defined as a spouse, registered domestic partner, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, step-parent, stepson, stepdaughter, child of a registered domestic partner, person over which the employee has legal guardianship, foster child, foster parent of the employee, or any relative living with the employee.

In addition, a maximum of two (2) days of accrued sick leave regardless of work schedule may be used per occurrence for bereavement due to the death of persons in the immediate family or any relative living with the employee.

ARTICLE 28. LEAVES OF ABSENCE

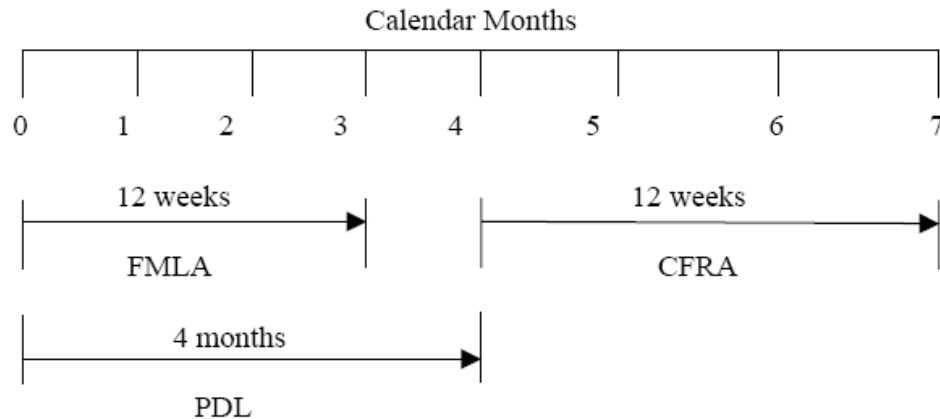
- (A) Family and Medical Leave. The City will comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), herein collectively referred to as "FMLA/CFRA." The City is a covered employer within the meaning of the FMLA and CFRA.

- 1) Eligible Employee. As provided under the FMLA and the CFRA, an employee is eligible for FMLA/CFRA leave if he or she is employed by the City for at least twelve (12) months and performed at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave. The twelve (12) months an employee must have been employed need not be consecutive. If the employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the employer the week counts as a week of employment.
- 2) Qualifying Leave. As provided under the FMLA and the CFRA, FMLA/CFRA leave is permitted for:
 - a. The birth of a child of an employee, and to care for a newborn;
 - b. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
 - c. Leave to care for a child, parent, or spouse who has a serious health condition; and
 - d. Leave because of a serious health condition that makes the employee unable to perform the essential functions of his or her usual and customary position.
 - e. Recent changes in Federal law (2008) provide additional benefits related to injuries to members of the military. The City will implement once Federal regulations are issued.
- 3) Duration of Leave. As provided under the FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires one (1) year after the birth or placement. Thus, such leave must be concluded within one (1) year following the child's birth or placement. There is no minimum amount of leave that must be taken, except for baby bonding CFRA leave, which requires a minimum of two-week leave.
- 4) Computing the 12-month Period. The City computes the twelve (12) month period described in Section (A), subpart 3, above, on a twelve (12) month period measured forward from the first date designated leave is used. This method shall be applied consistently and uniformly to all City employees.
- 5) Intermittent Leave or Leave on a Reduced Schedule. Leave due to an employee's own serious health condition or to care for an ill family member as described in section (2)c above may be taken intermittently or on a reduced schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, rather than for one (1) continuous period of time. A reduced leave schedule means a schedule that reduces the employee's usual number of hours per workweek or workday, usually from full-time to part-time. For intermittent leave or leave on a reduced schedule, only the amount of leave actually taken may be counted toward the twelve (12) weeks of leave to which an eligible employee is entitled.

- 6) Pay While on Leave. The employee may use accrued leave or the employer may require an employee to use accrued leave. The City will not require an employee to use accrued leave if use of leave jeopardizes a short or long-term disability benefit. An employee with a planned vacation or other absence may retain up to two (2) weeks of paid vacation or other leave.
- 7) Advance Notice. The employee should notify his or her supervisor, or the City's Human Resources Department, as soon as FMLA/CFRA leave is foreseeable.
- 8) Medical Certification. At reasonable intervals, the City may request the employee provide a medical certification or recertification within thirty (30) days to support the request for initial or continuing FMLA/CFRA leave, which includes: whether the child, parent, spouse, or employee suffers from a serious health condition; the probable duration of the medical condition; and the regimen of treatment to be prescribed. The certification or recertification should contain enough information to satisfy these requirements without revealing confidential health information unnecessary to determining whether the leave is FMLA/CFRA qualifying. If the employee submits a complete certification or recertification signed by a healthcare provider, the City may not require additional information from the employee's healthcare provider. However, with the employee's advance permission a healthcare provider representing the City may contact the certifying healthcare provider to clarify and authenticate the medical certification or recertification.
- 9) Confidential Medical Information. The City's healthcare provider will not disclose to the City any confidential medical information and will only:
 - a. Clarify the medical certification or recertification;
 - b. Authenticate the medical certification or recertification; and
 - c. Describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed.
- 10) Notice of FMLA Qualifying Leave. The City will notify the employee in advance of return if any paid or unpaid leave is requested and will run concurrently with the employee's twelve (12) week FMLA entitlement.
- 11) Concurrent / Integrated Leave. As illustrated below, FMLA leave will run concurrently with Pregnancy Disability Leave (PDL). CFRA leave will commence following the conclusion or exhaustion of PDL.

California Pregnancy Leave Integrated With The FMLA

CFRA runs concurrently with FMLA, except in the case of PDL



12) Unscheduled Absences. When an unscheduled absence related to FMLA leave or CFRA leave occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides medical certification as described in this Section above.

- (B) Pregnancy Disability Leave (PDL). As provided under California law, the City will provide up to four (4) months Pregnancy Disability Leave (PDL) for any full-time or part-time City female employee who is disabled due to pregnancy, childbirth, or a related medical condition (e.g. prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) regardless of the length of time she has worked for the City. It is the medical opinion of the woman's physician or health care provider that determines whether she is disabled by pregnancy or a related medical condition. PDL may be intermittent, periodic, or on a reduced work schedule. Following PDL, an employee is entitled to an additional twelve (12) weeks of non-concurrent CFRA leave if she meets eligibility requirements for CFRA leave (illustrated above). When an unscheduled absence related to PDL occurs, the supervisor may not take any action against the employee if she, within a reasonable time after the absence, provides medical certification of the dates she was so disabled.
- (C) Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States will have his/her seniority as far as salary steps are concerned continued as if the person had remained on the City payroll. The person will be reinstated from the military leave of absence at the same step in the salary range that s/he would have been eligible to receive had s/he not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et seq., or any successor statute. When an unscheduled absence related to military leave occurs, the supervisor may not take any action against the employee if the employee, within seventy-two (72) hours of receipt of documentation, provides documentation from the military verifying the date and time of the employee's military service.
- (D) Jury Duty Leave. 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 duty without loss of salary 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 and/or travel reimbursements. When an absence related to jury duty leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of the jury service and provides the supervisor with documentation from the court verifying the date and time of the employee's jury service.

(E) Court Leave. When an employee is subpoenaed or summoned to appear before any court, arbitrator, or tribunal, the employee will promptly inform his or her supervisor and may be absent from duty without loss of salary while so appearing (including travel time), except when the employee is a plaintiff against the City or testifying on behalf of a claimant against the City based on knowledge of, or activities that occurred, outside the course and scope of his/her job. Witness fees actually received by the employee, if any, will be remitted to the City, exclusive of any meal and/or travel reimbursements. When an unscheduled absence related to court leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of need for leave and provides the supervisor with documentation from the court, arbitrator, tribunal, or attorney issuing the summons or subpoena verifying the date and time the employee appeared.

(F) Compulsory Leave.

1) If the City reasonably believes an employee is medically incapable of performing the essential functions of his or her usual and customary occupation, the City may place the employee on paid compulsory leave and require the employee to undergo a fitness-for-duty medical evaluation at City expense by a physician or other qualified healthcare professional, subject to the following conditions:

- a. Time spent attending the fitness-for-duty medical examination (including travel time) will be considered hours worked;
- b. The City's healthcare provider will not disclose to the City any confidential medical information and will only describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed;
- c. Neither the City nor its healthcare provider will be permitted to require the employee sign an authorization for release of confidential medical information to the City;
- d. Neither the City nor its healthcare provider will order the employee to undergo any particular medical treatment as a condition of continued employment;

- e. Time spent on compulsory leave will not be considered or designated FMLA or CFRA qualifying leave for the purposes of employee's twelve (12) week FMLA entitlement; and
 - f. The employee will have a reasonable time to review the fitness-for-duty medical report of the City's healthcare provider and will thereafter have an opportunity to rebut or supplement it, at the employee's expense, with a second opinion report of the employee's own physician or other qualified healthcare provider.
- 2) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically incapable of performing the essential functions of his or her usual and customary occupation the City may offer the employee temporary or permanent employment, if available, within the limits of the employee's medical restrictions or compel the employee to take a leave of absence until the employee's medical condition improves.
 - 3) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically fit for duty the employee will be returned to work without loss of pay or benefits and made whole.
- (G) Administrative Leave. The City may order an employee off work without reduction in compensation and benefits.
- (H) Parental Participation in Children's School Activities.
- 1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to forty (40) hours each year off work (not to exceed eight (8) hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time, the parent participated in school activities.
 - 2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.
 - 3) When an unscheduled absence related to parental participation in children's school activities occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides documentation from the school verifying the date and time the parent participated in school activities or attended the suspension or expulsion hearing.
- (I) Paid Release Time. As provided under Government Code section 3505.3, the City will allow a reasonable number of MCEA employee representatives reasonable time off without loss of compensation or other benefits when formally

meeting and conferring with representatives of the City on all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. When an unscheduled absence related to paid release time occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification of the reason for the absence.

(J) Time Bank Article 43 provides for time bank hours to be available for association business. Advance notice provisions apply to use of these hours, however, occasionally urgent matters will arise that do not permit the advance notice. MCEA officers and directors may collectively utilize five (5) unscheduled absences per year that will not be counted as an unscheduled absence.

(K) Leave for Victims of Domestic Violence or Sexual Assault.

1) California state law requires that employees who are the victims of domestic violence or sexual assault be given time off to provide for the health needs, safety, or welfare of themselves or their child. This includes, but is not limited to, time off for medical treatment, psychological counseling, or other domestic or sexual assault victims' services, safety planning including relocation, or legal proceedings.

2) It is unlawful to retaliate or discriminate in any way against an employee for exercising his or her rights under these laws. California state law also requires, to the extent allowed by law, that confidentiality be maintained regarding such leave.

3) If possible, an employee should provide reasonable notice of time off requested under this Section by submitting a request to his or her supervisor, or the Human Resources Department. When an unscheduled absence related to domestic violence or sexual assault occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides certification of the reason for the absence. Sufficient certification can be any of the following:

a. A police report indicating the employee was a victim of domestic violence or sexual assault;

b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court;

c. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, healthcare provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from victimization from an act of domestic violence or sexual assault.

4) The employee may use unpaid leave, accrued vacation, compensatory time off, or holiday leave.

(L) Victims of Crime. If an employee, an immediate family member, domestic partner, or the employee's domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, the employee may take unpaid time off from work in order to attend judicial proceedings related to that crime.

When feasible, prior to taking time off, the employee must supply a copy of the notice of each scheduled proceeding provided to the victim. When advance notice is not feasible or an unscheduled absence occurs, the employee may, within a reasonable amount of time provide documentation evidencing the judicial proceeding from any of the following entities:

- 1) The court or government agency setting the hearing;
- 2) The district attorney or prosecuting attorney's office, or;
- 3) The victim/witness office that is advocating on behalf of the victim.

If appropriate certification is provided within a reasonable time, the absence will not be counted as an unscheduled absence. The employee may use accrued vacation, compensatory time off, or holiday leave.

(M) Special Leaves of Absence. A special leave of absence without pay with right to return to classification for a period of not more than one (1) year may be granted to an employee who is:

- 1) Medically incapacitated (including pregnancy) to perform the duties of the position.
 - a. Prior to such approval, an employee must provide written medical verification of a long-term illness or injury to the City;
 - b. The City will comply with California Government Code, Section 21153 which provides: "Notwithstanding any other provision of law, an employer may not separate because of disability a member otherwise eligible to retire for disability but will apply for disability retirement of any member believed to be disabled, unless the member waives the right to retire for disability and elects to withdraw contributions or to permit contributions to remain in the fund with rights to service retirement as provided in Section 20731";
 - c. CalPERS regulations, which provide that as soon as it is believed the member is unable to perform the job because of an illness or injury, which is expected to be permanent or last longer than six (6) months, the member or someone on the member's behalf, should

submit an application for disability retirement. The medical condition does not have to be “permanent and stationary.”

- 2) Desires to engage in a relevant course of study which will enhance the employee's value to the City; or
- 3) For any reason considered appropriate by the Department Director and the Human Resources Director.
- 4) A request for a special leave of absence without pay must be in writing and requires the approval of the Department Director and the Human Resources Director. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.
- 5) Except as otherwise provided in Article 31, Health, Dental & Vision, when an employee is on a special leave of absence without pay with or without right to return to his or her classification, the employee will accrue no employee benefits and will pay the full premium of their health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a special leave of absence without pay, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the City, will be necessary prior to reinstatement.

ARTICLE 29. RETIREMENT

The City will contract with the Public Employee’s Retirement System to provide for the following retirement benefits:

- (A) For employees hired prior to January 17, 2012, the pension benefit will be:
 - 1) The City’s contract with PERS provides for two percent (2%) at age fifty-five (55) retirement benefits and 1959 Survivor Benefit Level 3.
 - 2) Effective October 23, 2012 employees will pay seven percent (7%) employee contribution. Such payments will be implemented pursuant to Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
 - 3) The period for determining average salary for retirement benefits will be the twelve (12) highest paid consecutive months.
 - 4) Specific procedures and policies governing the above will be as in the Personnel Rules and Personnel Administrative Orders.
 - 5) Partial service retirement option is available as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the City.

- (B) For employees hired on or between January 17, 2012 through December 31, 2012 or for “classic employees” with reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees’ Pension Reform Act of 2013 (PEPRA) and CalPERS guidance) the pension benefit will be:
- 1) The City’s contract with PERS provides for two percent (2%) at age sixty (60) retirement benefits and 1959 Survivor Benefit Level 3.
 - 2) Employees will pay seven percent (7%) employee contribution. Such payments will be implemented pursuant to Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
 - 3) The period for determining average salary for retirement benefits will be the thirty-six (36) highest paid consecutive months.
 - 4) Specific procedures and policies governing the above will be as provided in the City of Modesto Personnel Rules and Personnel Administrative Orders.
 - 5) Partial service retirement option is available as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, Partial Service Retirement. Any such approvals are at the sole discretion of the City.
- (C) For new employees hired on or after January 1, 2013 without reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees’ Pension Reform Act of 2013 (PEPRA) and CalPERS guidance) the pension benefit will be two percent (2%) at age sixty-two (62) with no optional pension enhancements. Employees receiving this formula will pay 50% of the City’s normal cost rate as defined by CalPERS.

ARTICLE 30. DEFERRED COMPENSATION

The City will continue to provide access to a deferred compensation program authorized by the City Council for the voluntary participation of City employees. In addition, the City will match on behalf of a participating employee in a regular position one percent (1%) of an employee's regular rate of pay on a bi-weekly basis; provided, the employee is contributing at least one percent (1%). For such employees who have been continuously employed by the City for fifteen (15) or more years, the City will contribute two percent (2%), provided the employee is contributing at least two percent (2%). This increase in the City’s contribution will be effective with the first pay period to begin in the month following completion of fifteen (15) years of service, provided that the employee has completed any required documents.

At the time of retirement, employees may defer some, or all, of their final pay and leave cash-out entitlements. The amount placed into the employee’s deferred compensation account may not exceed the then maximum IRS annual deferral. Deferrals must meet all applicable IRS regulations.

Employees contemplating such deferral must contact the City’s Employee Benefits Coordinator to sign the appropriate documents at least thirty (30) calendar days before the date they plan to retire.

In conjunction with the joint meeting provided for in Article 29 (Retirement), a representative of ICMA will provide the parties with the costs and benefits (both to the employee and the employer) of deferred compensation and the relationship of that benefit to PERS retirement and the absence of Social Security.

ARTICLE 31. HEALTH, DENTAL, VISION INSURANCE

All employees in regular positions budgeted for forty (40) hours or more per pay period will be eligible to participate in the health, dental and vision programs authorized by the City.

The City agrees to make available the health, dental and vision benefits currently provided for employees represented by MCEA or any other program(s) mutually agreed upon by the parties.

Employees may opt out of participation in the City's medical health plans if the employee provides proof of coverage under another medical health insurance. This option may only be exercised during the City's open enrollment period or within thirty (30) days of a qualifying "life change" event as defined by the IRS. Employees who opt out of participation shall continue to participate in the City dental and vision plans.

Employees who are on protected FMLA leave only shall receive full payment of the opt out of medical plan stipend that was earned by employee while on protected FMLA leave the first full pay period the employee returns to work. Such payment shall be consistent with current City practice for those on City Medical Plan while on FMLA.

For new employees, eligibility for health, dental and vision insurance benefits shall start with the beginning of the payroll period following completion of four (4) full pay periods.

The City shall contribute the following amounts bi-weekly (based on twenty-four (24) pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

- (A) Effective July 1, 2019, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out of City Medical Coverage	\$225.00
Employee Only	\$311.00
Employee + One	\$556.00
Employee Plus Family	\$786.00

- (B) Effective January 1, 2020, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out of City of Medical Coverage	\$225.00
Employee Only	\$317.00
Employee + One	\$567.00
Employee Plus Family	\$801.50

- (C) Effective January 1, 2021, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out of City Medical Coverage	\$225.00
Employee Only	\$323.50
Employee + One	\$578.50
Employee Plus Family	\$817.50

- (D) Effective January 1, 2022, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out of City Medical Coverage	\$225.00
Employee Only	\$330.00
Employee + One	\$590.00
Employee Plus Family	\$834.00

- (E) Effective January 1, 2023, the City shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans; the employee is responsible for the balance of the premium cost, if any.

Coverage Level	Maximum City Contribution
Opt-out of City Medical Coverage	\$225.00
Employee Only	\$336.50
Employee + One	\$602.00
Employee Plus Family	\$850.50

- (F) The City's contribution for employees with family coverage or employee plus one dependent coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the City, regardless of the health plan selected by the employee or the contribution amounts listed above.

- (G) For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the applicable above contribution not needed to pay for the employee's combined premiums, into the employee's Health Savings Account.

(H) For employees who opt out of health coverage, the City shall pay two hundred twenty-five (\$225.00) biweekly (\$450.00 monthly). For employees who opt out of medical health coverage, the employee may elect to deposit to the employee's deferred compensation account, or have paid in cash, an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the dental and vision premium.

- 1) Employees in regular positions budgeted less than eighty (80) hours per pay period or in job-shared positions, shall receive premium contributions on a pro-rated basis.
- 2) Except as otherwise required by law or this Memorandum, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the City towards premium payment and coverage shall cease, unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.
- 3) The City shall continue an IRS Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums for unreimbursed health, dental and vision expenses and dependent care costs.
- 4) The City agrees to provide the benefits described in this Article subject to carrier requirements. Selection of the insurance provider(s) shall be within the sole discretion of the City.
- 5) The City's health plan year is January through December with open enrollment occurring during the month of October.
- 6) **Reopener:** Should the year-over-year healthcare premium for Kaiser HDHP (Employee +1) plan increase by eight percent (8%) or greater, the parties shall meet and confer to discuss the City's contributions towards employee healthcare costs for the applicable plan year. This reopener provision shall sunset at the expiration of this contract.

ARTICLE 32. RETIREE HEALTH INSURANCE

Eligible Employees hired before January 1, 2011 who retire from the City on or after January 1, 2015:

The City will no longer offer retiree medical plans through City's group plans effective January 1, 2015, however, retiree may elect on a one-time basis at retirement the option to purchase and maintain City's dental and vision plans at retiree's cost.

Employees who retire after five (5) years continuous years of service in good standing may, on a one-time basis, have ninety percent (90%) of their unused grandfathered sick leave converted to the City sponsored defined contribution retiree medical benefit plan

at a rate of eight (8) hours equals one month of contribution to purchase medical insurance.

Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion

- (A) For each eight hours converted to retiree medical, the recipient shall be provided a monthly contribution under one of the following schedules:

Non-Medicare Eligible Recipient		Medicare Eligible Recipient	
Retiree Only	= \$500	Retiree Only	= \$250
Retiree +1 Dep	= \$1,000	Retiree +1 Dep	= \$500
Retiree + Family	= \$1,000	Retiree + Family	= \$500

Combined contributions for Retirees
1 Non-Medicare + 1 Medicare coverage = \$750

- (B) Retiree Only contribution for eligible recipients is allowable regardless of where the retiree acquires authorized and legitimate medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, or through spouse employer).
- (C) Retiree shall not be eligible to receive a contribution for dependent, spouse, or registered domestic partner under the Retiree + 1 or Retiree + Family levels if retiree's dependent, spouse, or registered domestic partner has medical insurance through their current employer, is covered under Retiree's current employer, or if Retiree does not purchase individual insurance for dependent.
- (D) The City shall transfer contributions based on eligibility above into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) account for the individual. Employees will not be eligible for these contributions should they separate from City service prior to retirement. Contributions to eligible retirees will be made as follows:
- 1) Upon Retirement – initial contributions will be made for the months from loss of coverage with City through either December 31st or June 30th, whichever date is first. Contributions will be deposited no later than 30 days after retirement date.
 - 2) Ongoing Contribution – a semi-annual years' worth of contributions will be made on a semi-annual basis no later than Jan 31st (for months January – June) & July 31st (for months July - December) until exhaustion of sick leave conversion.
 - a) To receive the semi-annual contribution, the Retiree must provide the City with proof and cost of coverage by December 15th each year to receive a contribution for the following calendar year.

Failure to provide proof of coverage will result in the retiree losing a City contribution for that calendar year. This will not result, however, in a reduction to the number of months the Retiree is eligible for receiving contributions in the future.

- b) If Retiree has a status change during any calendar year that would change the monthly contribution, such as a marriage, divorce, death, birth, spouse or dependent loss of coverage, the City will reconcile the new amount the Retiree is eligible for with the following semi-annual contribution. The change in status is presumed effective the 1st of the month following the month when the retiree provided notice to the City of the change in status. For example, if the Retiree's status changes from Retiree Only to Retiree +1 on November 15, the City will provide an additional \$500 along with the total semi-annual contribution for the following calendar year to compensate the Retiree for the change in status for the month of December in the previous calendar year. If the Retiree's change in status results in monies owed to the City, the City will recoup the amount owed by deducting it from the following semi-annual contribution. However, in the event of a death of the Retiree receiving a contribution for the Retiree Only level during the calendar year in which the contribution was already received, any remaining months of contribution will be deleted for subsequent calendar years, but the City will not endeavor to seek payments already made for the months following the Retiree's death.
- c) In the event of the death of Retiree participating in the contribution program, surviving qualified spouse will be eligible to receive a contribution for the following calendar year if the retiree would have been eligible to receive a contribution. If eligible, the contribution will be based on the eligibility criteria as outlined in section (a) & (c) above and continue until the exhaustion of the deceased retiree's sick leave bank, upon the death of the surviving spouse, upon the spouse and/or dependents coverage for other insurance through an employer, or upon voluntarily election to not continue with the contribution program.

For all employees hired before January 1, 2011, effective July 2, 2013, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account.

1. Beginning January 1, 2016, the defined City HRA contribution is sixty dollars (\$60) per employee, per month.

2. Beginning January 1, 2017, the defined City HRA contribution will increase by fifteen dollars (\$15) for a total of seventy-five dollars (\$75) per employee, per month.
3. Beginning January 1, 2018, the defined City HRA contribution will increase by fifteen dollars (\$15) for a total of ninety dollars (\$90) per employee, per month.
4. Beginning January 1, 2019, the defined City HRA contribution will increase by ten dollars (\$10) for a total of one hundred dollars (\$100) per employee, per month.

Employees in regular positions budgeted less than eighty (80) hours per pay period will receive a pro-rated amount per month.

Eligible Employees hired on or after January 1, 2011:

The City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into an HRA account, as described below:

(A) Eligibility: Regular full time employees and employees in regular positions budgeted less than eighty (80) hours per pay period are eligible to receive a City HRA contribution, if they have completed two (2) full years of continuous City regular service. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

(B) City Contribution:

1) Initial Contribution:

a. On the first pay period following completion of two (2) full years of continuous City service, regular full time employees shall receive a lump sum equivalent to the previous twenty-four (24) months at the defined contribution rate, as stated in the paragraph below, deposited into an HRA account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period, shall receive a pro-rated lump sum contribution based on their hours worked. For example:

b.

1. The calculation for an employee hired on November 1, 2016 would be as follows: two (2) months at the 2016 defined rate of fifty dollars (\$50) per month (\$100); plus twelve (12) months at the 2017 defined rate of seventy-five dollars (\$75) per month (\$900); plus ten (10) months at the 2018 defined rate of ninety dollars (\$90) per month (\$900); equals an initial contribution of one thousand nine hundred dollars (\$1,900).

7) Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute, for each eligible full time employee one hundred dollars (\$100) per employee, per month. Employees in regular

positions budgeted less than eighty (80) hours per pay period shall receive a pro-rated contribution based on reduced schedule. Employees hired on or after January 1, 2011 and subject to this defined contribution plan shall not be eligible for any sick leave conversion towards retiree medical premiums of any sort. The City's contribution under this section represents the entire contribution towards employee retiree medical.

(C) Access to Account Balance:

- 1) Participants may access the balance in their HRA account upon termination of employment and attainment of age fifty (50) or retirement from CalPERS Retirement System, whichever is earlier.
- 2) Participants may defer accessing the account balance to any time beyond the earliest date described in 1(a).
- 3) Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations and maximums as stipulated by law, however, federal regulations at this time does not permit the inclusion of expenses for domestic partners.

(D) Survivors of eligible retirees with account balance:

- 1) Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- 2) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts. If federal regulations are revised to allow inclusion of domestic partners in these benefits, the City will add them to these subsections.

(E) Forfeiture of account balance:

- 1) If an active employee dies prior to retirement, the amount of account balance is available to eligible spouses and dependents to reimburse them for medical expenses permitted under the applicable section of the Internal Revenue code.
- 2) Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed by the total account balance for all participants applied to each individual account balance.

- (F) This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated and the regulations of the Affordable Care Act (ACA).

ARTICLE 33. EMPLOYEE ASSISTANCE PLAN

City will provide employees and dependents professional assistance with financial, marital, psychological, family, alcohol or drug-related problems. The assistance will consist of assessment, counseling and referral services up to a maximum of three (3) visits each per year for employees and dependents.

ARTICLE 34. LONG-TERM DISABILITY INSURANCE

The City will provide, at City expense, all employees with long-term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds (66 2/3%) percent of the first twelve thousand (\$12,000) per month in earnings, reduced by any income received from other sources. Effective January 1, 2014 and coincident to the implementation of MCEA's voluntary participation State Disability Insurance (SDI), the LTD plan provides for a one hundred and eighty (180) day waiting period. The existing LTD program includes a Managed Disability contract. Essentially, this contract provides that LTD benefit dollars will be offset by any workers' compensation income, mandates rehabilitation and changes the definition of disability to a loss of at least twenty percent (20%) of income.

ARTICLE 35. LIFE INSURANCE

The City will provide at City expense all employees with term life insurance coverage in the amount of twenty thousand dollars (\$20,000). Employees shall have the option to buy additional coverage at their own expense. If possible, the City will continue to make available insurance plans, which will enable the employee to convert the City-provided policy to an individual policy upon retirement, at the retiree's expense.

ARTICLE 36. PROBATION

- (A) All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge. Time spent on any leave of absence, or time during which an employee is unable to perform the full range of duties due to injury or illness, whether or not job related, shall be considered as part of any probationary period, and such time will be added to the probationary period.
- (B) An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.
- (C) The City may extend an employee's probationary period up to six (6) additional months by mutual agreement with MCEA.

- (D) During the probationary period, an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.

ARTICLE 37. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

- (A) When it becomes necessary through lack of work, lack of funds or for other reasons to reduce the number of employees, the City shall prepare a layoff list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the City's needs, with particular regard for length of service with the City and performance evaluation reports. In the event of a tie in City service seniority, determination of seniority will be based upon classification service. If a tie still exists, determination will then be based upon total exam score as used for placement onto the City's position eligibility list during recruitment. If a tie still exists, determination will then be based upon review of evaluation ratings until the tie is broken.

Wherever bumping rights are described, the employee must meet the minimum requirements for the job, and an employee's rights to bump will be determined by their overall City service, adjusted by performance evaluations as provided below.

Seniority: To determine the length of continuous service, all uninterrupted employment, including periods of authorized leaves of absence, which require a retirement contribution, and including all periods as a full-time CETA and PEP employee, shall be counted.

To determine the level of performance evaluation, the most recent annual or probationary evaluation shall be used. An overall rating of "Does Not Meet" shall reduce the employee's continuous years of service by one (1) year.

(B) TRANSFER, DEMOTION, LAYOFF

- 1) Whenever there is a reduction in work force, the City shall first transfer the employee to a vacancy in the same classification in the same department. If no such vacancy exists, the employee may voluntarily transfer to a vacancy in the department in a classification the employee previously held. If no such vacancy exists, the employee may elect to demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards provided no other employee has greater rights to that vacancy by virtue of having formerly held the classification or greater overall seniority. All persons so demoted shall have their names placed on the department classification reinstatement eligible list.
- 2) If there are no vacant positions, in a lower class available, the City shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class in the customary career progression for which the minimum employment standards are met and the employee has greater overall City service, adjusted by performance evaluations

as provided in paragraph (A). An employee may bump laterally or down to a classification s/he previously held within the same department. When there is more than one (1) possible lower classification for bumping consideration, the Department Director shall determine the appropriate classification based on the needs of the City.

- 3) If there are no vacant positions or bumping possibilities, the City shall lay off employees within a department and classification. Employees with the least overall City service and lowest performance evaluations shall be laid off first. All persons laid off shall have their names placed on the department classification reinstatement eligible list for a period of two (2) years. Departments will be encouraged to consider employees on a reinstatement list for vacancies, Citywide, for their specific classification.
- 4) An employee scheduled for layoff may bump into any classification represented by MCEA in another department as long as the employee previously held regular status in the classification in that department and the employee has greater overall seniority as provided in paragraph (A). Such employee will serve a new probationary period

(C) PROCEDURE

- 1) An employee scheduled for demotion or layoff shall be given a minimum of fourteen (14) calendar days' notice in writing. The notice shall state the effective date and time of demotion or layoff.
- 2) Names shall be placed on department classification reinstatement eligible lists in the inverse order of layoff as defined in paragraph (A). Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.

(D) REINSTATEMENT

A reinstated employee shall be entitled to the following benefits:

- 1) Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).
- 2) Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.
- 3) A salary as nearly as possible equivalent to that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.

- 4) A person appointed from a reinstatement eligible list within six (6) months to the same position held prior to layoff or demotion, will obtain permanent status upon reinstatement. All other persons appointed from a reinstatement list shall serve a new probationary period.

ARTICLE 38. GRIEVANCE PROCEDURE

- (A) Purpose: It is the purpose of this procedure to provide a simplified and definite method for employees represented by MCEA to resolve grievances they may have in their employment relationships with the City. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the City as is possible without unnecessarily disrupting City functions or services. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.
- (B) Definition of Grievance: A grievance is a disagreement between City management and an employee, group of employees, or MCEA concerning the interpretation, application, or violation of a specific Article(s) of this Memorandum, or established written rule(s), regulation(s), or custom(s) governing personnel practices.
- (C) Association Grievance: An Association grievance is a grievance as defined above which the Association files on its own behalf or on behalf of two (2) or more represented employees. An Association grievance shall be filed with the appropriate Department Director at the Third Step if all affected members are assigned within the same department. All other Association grievances shall be filed with the Human Resources Director and shall be considered there as a Third Step grievance.
- (D) Time Limitations and Notification: Time limits are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered or a decision has not been filed in a timely manner, it shall be the grievant's responsibility to initiate the action, which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. If an employee and/or employee's representative(s) fails to respond at any step of the grievance process within ninety (90) days of notification by the City, the grievance will be dismissed.

A formal grievance may be entertained or advanced to any step if the parties jointly so agree.

For purposes of this procedure, notification to a party may be given personally, telephonically or by mail or email (if delivery is verified). When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service.

- (E) Jurisdiction: The Human Resources Director shall have the sole authority within the City to provide the official management, interpretation, or application to any and all provisions of this Memorandum. The Human Resources Director, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.
- (F) Use of City Time: Reasonable City time, subject to the discretion of the Department Director, may be used in the preparation of a written or oral grievance. City time may be used for the procedure set forth below.
- (G) Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. Under normal circumstances, no grievance will be processed if the grievance is based on events ninety (90) calendar days or more old as of the written submission. The time limitations of a timely filed grievance shall be placed on hold for any issue which is subject to the grievance procedure when either the City or the Association submits the issue to the Problem Solving Committee or other Labor-Management Committee in an attempt to resolve the issue by meeting and conferring in good faith. Should the matter not be resolved, the time limits shall be reinstated.
- 1) First Step: Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with grievant's immediate supervisor, except as noted in section (C) above. This step shall not require a written grievance but it shall require the employee to notify his/her supervisor that the employee is initiating the grievance procedure. Within ten (10) calendar days the immediate supervisor shall render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.
 - 2) Second Step: If a mutually acceptable solution has not been reached at the First Step, the grievant shall submit the grievance in writing to the supervisor of the employee's immediate supervisor, who may be the Department Director. If the Department Director is the immediate supervisor or the reviewing supervisor at either the First Step or Second Step, the grievance must meet the requirements of the First and Second Steps, but shall be considered to be at the Third Step. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable Memorandum Article(s) or personnel practices, and the specific remedy requested. Within ten (10) calendar days, the reviewing supervisor shall meet with the grievant and within ten (10) calendar days thereafter render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

When a written grievance is submitted at the Second Step, the reviewing supervisor shall, upon receipt, forward a copy of the grievance to the Human Resources Director for review. Should the reviewing supervisor fail to forward a copy of the grievance to the Human Resources Director, the grievant shall not be prejudiced. If the Human Resources Director makes a determination that the grievance is a matter for which this Grievance Procedure is not appropriate, the grievant and the supervisor shall be notified in writing within ten (10) calendar days.

- 3) Third Step: If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Director. The Department Director, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) calendar days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) calendar days of such meeting. The Department Director and the grievant may call any witnesses at such meeting in order to reach a decision. Any meeting may be continued by the Department Director if necessary to allow for a proper investigation. If the grievant is not satisfied with the written decision, the grievant or MCEA may submit the grievance to the next step not later than thirty (30) calendar days thereafter.
- 4) Fourth Step: If a mutually acceptable solution has not been reached, MCEA or the grievant may submit the written grievance to the Human Resources Director with a request that the grievance be submitted to a hearing officer or the City Manager.

If the grievance is submitted to a hearing officer, the City shall request a list of five (5) names from the State Mediation and Conciliation Service. Upon receipt of the list, the parties shall select a hearing officer by using an alternate striking process. The first strike shall be chosen by lot. The cost of the hearing shall be shared equally by the City and MCEA or the City and the grievant, depending on the party initiating the Fourth Step.

The decision of the hearing officer shall be advisory to the City Manager. The City Manager shall either render a decision to MCEA in writing within twenty (20) calendar days after receiving the hearing officer's recommendations or conduct an independent hearing. Should an independent hearing be conducted, MCEA shall be notified in writing of the decision within ten (10) calendar days following the completion of the hearing. The decision of the City Manager shall be final and binding on all parties.

ARTICLE 39. DISCIPLINARY ACTIONS

- (A) The following shall constitute just cause for disciplinary action. Disciplinary action will be proportionate to the offense and shall follow progressive discipline.
 - 1) Violation of the City Charter
 - 2) Violation of the Modesto Municipal Code

- 3) Violation of the Personnel Rules or Personnel Administrative Orders, excluding Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - 4) Fraud in securing employment
 - 5) Incompetency
 - 6) Inefficiency
 - 7) Failure to meet job performance expectations, including but not limited to maintaining all required licenses and certifications
 - 8) Inexcusable neglect of duty
 - 9) Insubordination
 - 10) Dishonesty
 - 11) Being under the influence of alcohol or controlled substances while on duty
 - 12) Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - 13) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
 - 14) Discourteous treatment of the public or other employees, including, but not limited to violations of the Anti-Bullying Policy
 - 15) Misuse of City property and resources
 - 16) Violation of any established departmental rule, regulation, policy, and/or manual
 - 17) Other 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) Unlawful discrimination and harassment, on the basis of race, color, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), genetic information, military or veteran status, marital status, religion, age, medical condition (cancer related), physical disability (including AIDS), gender identity, gender expression, sexual orientation or as otherwise provided under federal, state and local law.
 - 19) Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment, and/or coercion made in the course of employment
- (B) The City shall have the right to demote an employee whose ability to perform required duties falls below an acceptable standard, or for disciplinary purposes. Upon request of an employee, and approval by the City, demotion may be made to a vacant position as a substitution for layoff.
- (C) The City shall have the right to suspend an employee without pay at any time for just cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.
- (D) The City shall have the right to dismiss an employee at any time. A regular employee in the classified service shall be entitled to a written statement of the just cause for dismissal.
- (E) The City shall have the right to place an employee on disciplinary probation for a specified period, not to exceed one (1) year. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed at any time during the probationary period

for failure to meet any requirement established as a condition of the probation. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.

- (F) The City shall not authorize an employee for overtime, standby, or call-back during the time when he/she is serving a disciplinary suspension without pay or is on disciplinary probation.
- (G) An employee shall be given reasonable notice when he/she is scheduled to be interviewed as the subject in an investigation in accordance with the provisions of law. This will include information as to the nature of the allegation, Articles of this Memorandum, or other policies and procedures that are believed to have been violated, and the date(s) of the alleged events, if known.
- (H) An employee may request a representative if the employee believes an investigatory interview could result in discipline as defined in subsection (A).
- (I) While written reprimands are not considered discipline, per se, an employee shall have the right to request a review of the Memorandum and the facts included therein first by the supervisor's supervisor and up the chain of command, ending with the Department Director.

ARTICLE 40. DISCIPLINARY APPEALS

- (A) Employees shall have the right to appeal any dismissal, suspension, disciplinary probation, or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in Article 40, Grievance Procedure.
- (B) An appeal must be filed in writing with the Human Resources Director within thirty (30) days following written notice to the employee of the discipline.
- (C) Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one (1) name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first.
- (D) The Hearing Officer shall proceed in any manner, which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.

- (E) The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at a hearing (except for good cause) shall be deemed withdrawal of the appeal and the discipline being appealed shall stand and be final.
- (F) Oral evidence at the hearing shall be taken only on oath or affirmation.
- (G) Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.
- (H) The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply. Irrelevant and unduly repetitious evidence shall be excluded.

Evidence of specific instances of a complainant's sexual conduct with individuals other than the alleged perpetrator is presumed inadmissible absent an offer of proof establishing its relevance and reliability and that its probative value is not substantially outweighed by the probability that its admission will create substantial danger of undue prejudice or confuse the issue. For purpose of this paragraph, "complainant" means any person claiming to have been subjected to conduct, which constitutes sexual harassment, sexual assault or sexual battery.

- (I) At the request of either of the parties, the City shall select a competent court reporter to record the proceedings.
- (J) If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded. Parties to the proceedings shall include the appellant and a management employee from appellant's department to be selected by the City, both of whom may attend the hearing even though they testify as witnesses. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.
- (K) The Hearing Officer shall, after the matter is submitted, prepare and file findings and decisions. The decisions of the Hearing Officer shall be final and binding. The

decisions shall be rendered as quickly as possible with due regard for the hardships that may result from undue delay.

- (L) The cost of the Hearing Officer and court reporter shall be divided equally between the City and the employee. The Hearing Officer shall separately bill the City and the appellant for one-half (½) of the cost of his/her services. The court reporter shall separately bill the City and the appellant for one-half (½) of the cost of his/her services.

ARTICLE 41. TIME BANK

Each employee covered by this MOU must contribute vacation time to maintain a bank of time to be used for MCEA business for which paid release time does not apply. Each February, MCEA will notify the City of the balance of the time bank. If the balance of this time bank is less than five hundred (500) hours, each employee must contribute one (1) hour of vacation time to be deducted from the first paycheck in March. If the time bank exceeds five hundred (500) hours, no deduction will be made for that year.

Use of the time bank will be accounted for and processed by the Finance Department using a specifically designated payroll code. Association members utilizing the time bank will be responsible for reporting the time used on their payroll record through the use of the standardized Time Off Request Form and procedure.

The City Manager or Department Director has the authority to fill an absence created by use of the time bank.

ARTICLE 42. COMMUTER BUS PASSES

City employees may ride free of charge on MAX (Modesto Area Express) when commuting to and from work.

- (A) The employee is required to show employee identification when boarding.
- (B) B.A.R.T. (Bay Area Rapid Transit) and ACE (Altamont Commuter Express) commuter buses are available as space permits. This service is only provided on the reverse commute run (i.e. a.m. to Modesto and p.m. from Modesto.)

ARTICLE 43. EMPLOYEE PARKING

Employees whose work site is at Tenth Street Place will be assigned, by the City, to free parking (non-transferable), during their workdays, at the Ninth Street Garage, the Tenth Street Garage, or at other designated parking locations within a three (3)-block radius of Tenth Street Place. Per the City's Standardized Parking Enforcement policy, failure to park in designated areas will result initially in notification. Further failure to park in designated area will result in temporary suspension of their parking privileges.

ARTICLE 44. OUTSIDE EMPLOYMENT

- (A) All employees shall request the approval of the City prior to beginning any outside business or employment. Such business or employment shall not affect the time or quality of their City work or cast discredit upon or create embarrassment for the City.
- (B) Specific policies and procedures governing outside employment shall be as contained in the Personnel Rules and Personnel Administrative Orders.
- (C) Annual renewals shall be handled in an expedited process.

ARTICLE 45. NON DISCRIMINATION

- (A) The City and MCEA agree that the provisions of this MOU will be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age (over 40), physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression, or political affiliation, or on any other basis prohibited by applicable federal and State law. They agree to recognize, respect and support the City's commitment to nondiscrimination in employment as set forth in the City's Equal Employment Opportunity Plan.
- (B) MCEA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation, gender identity, gender expression, political affiliation, job classification, or employment status.
- (C) Because the Americans with Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this MOU may require modification in order for the City to avoid discrimination under the Act.

MCEA recognizes that the City has the legal obligation to meet with the individual applicant/employee to be accommodated before any adjustment is made in working conditions. MCEA will be allowed to meet and consult with the City concerning the proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the American Disabilities Act shall not establish a past practice, nor will it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 46. PROBLEM SOLVING COMMITTEE

The City and MCEA agree that regular meetings to explore mutual problems are beneficial to the long-term relationship between the management and the workforce. To

promote a problem-solving approach, the parties agree to continue to participate in a Problem Solving Committee (PSC). The purpose of the PSC is to exchange information and to solve problems that are of interest to both parties.

The PSC should meet as often as necessary, preferably once a month, to exchange information and discuss issues concerning the rights of either party or the relationships and/or conflicts between the parties. However, failure to meet on a monthly basis is not a breach of this MOU.

PSC is not a forum for formal negotiations. The results of PSC meetings will not be binding unless memorialized in a writing both parties agree will be binding.

The parties may establish ground rules for conducting the business of the PSC and may use interest-based negotiations or other mutually agreeable approach in seeking collaboratively developed solutions to mutual problems.

Each of the parties may have three (3) representatives plus additional people as reasonably needed for a specific topic. Both parties have the right to choose the appropriate representatives for the committee. MCEA representatives shall receive reasonable time away from regular duties without loss of pay, but not overtime pay, to participate in these meetings.

ARTICLE 47. ASSOCIATION DUES DEDUCTIONS

- (A) The City has agreed to provide all new represented employees on the date of their initial employment, an information packet explaining association membership. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information will be provided to the City by MCEA and will be produced at the sole expense of MCEA. MCEA acknowledges the requirements of Government Code Section 3502.5 (f) regarding financial reports.
- (B) MCEA will be custodian of records for such deduction authorization and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. MCEA shall not be required to provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, MCEA will provide the City with adequate information in the certification document for each employee to allow the City to identify the appropriate level of deductions.
- (C) The City shall direct employee requests to cancel or change deductions to MCEA and shall rely on information provided by MCEA regarding whether deductions for MCEA were properly canceled or changed.
- (D) Pursuant to Government Code Section 3502.5(b), MCEA will indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by City for the purpose of complying with this Section.

- (E) The City shall furnish MCEA, on a monthly basis, the name, job title, department, work locations, membership status, work phone, home phone, cellular phone number, home address and personal email on file with the City of all newly hired employees subject to this Agreement. The City will provide this same information about all employees subject to this Agreement every one-hundred and twenty days.

ARTICLE 48. PROVISIONS OF LAW

It is understood and agreed that this MOU is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Charter and Code. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions will be suspended and superseded by such applicable law or regulations, and the remainder of this MOU will not be affected. If any part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this MOU will not be reduced or increased as a result of this Article.

Except as provided in the above paragraph, the parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this MOU.

ARTICLE 49. STATE DISABILITY INSURANCE (SDI)

- (A) Beginning January 1, 2014, MCEA voluntarily participates in State Disability Insurance (SDI) by payroll deduction at employee expense. The percent of payroll deduction from employee paychecks for SDI is determined by the State of California Employment Development Department from year to year. Information about SDI eligibility and benefits is available at www.edd.ca.gov.
- (B) Coordination of SDI Benefits with Accrued Leave:
 - 1) Employees who are absent from duty because of a State Disability Insurance (SDI) or Paid Family Leave (PFL) qualifying reason and have been authorized to use City paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, will be eligible to integrate the payment of State Disability Insurance benefits with such City paid leave benefits. No integration of City paid leave benefits and State Disability Insurance will occur unless the City has approved the use of the City paid leave benefits by the employee requesting integration.
 - 2) Whenever eligible employees who have accrued leave balances receive SDI/PFL benefits, the use of the accrued leave balances will be integrated with the SDI/PFL benefits so as to provide a combined income equivalent to 100% of the regular gross income as long as such eligible disability qualifies and available leave balances are authorized by the City. An employee may opt out of integration and freeze all leave balances resulting in a leave without pay if done so in writing prior to any leave integration. Either option is irrevocable for the duration of the absence. If leave balances are frozen, the

employee may elect a one-time change to integration upon extension of the original leave of absence.

- 3) Integration of leaves will not begin until the employee provides a copy of the SDI/PFL benefit award letter indicating benefit payment amounts. The amount of the SDI/PFL benefit will be deducted from the employee's next paycheck and the equivalent amount of leave hours will be credited to the employee's balances.
- 4) The following conditions will apply where SDI/PFL benefits are integrated with accrued leave balances:
 - a) The leave balances that will be available for integration with SDI/PFL benefits and the required order, unless the employee notifies their supervisor otherwise, of their use are sick leave, compensating time off, holiday compensatory time, vacation, and grandfathered sick leave. Integration will continue until the employee returns to work or exhausts all leave balances.
 - b) Employee authorized voluntary deductions will continue unless stopped by the employee so long as there is adequate income to cover deductions.
 - c) Sick leave and vacation will accrue at the employee's usual rate during the period the employee receives the integrated leave and SDI/PFL benefits. Accruals will end if the employee exhausts all leaves even if still receiving SDI/PFL benefits.
 - d) The seniority and step increase eligibility of the employee will continue to accrue at the employee's usual rate during the period the employee receives the integrated leave and SDI/PFL benefits.
 - e) When an employee exhausts all available City paid leave balances or opts out of integrations, the employee will request an unpaid leave of absence from his/her department pursuant to the provisions of Personnel Administrative Order 13.6 (f). Regardless of whether the employee continues to receive SDI/PFL payments, once all City paid leave balances are exhausted, City compensation will cease unless the employee returns to work.
 - f) The City will continue its contributions toward the employee's health, dental, life, vision and retirement plans during the period the employee receives the integrated leave and SDI/PFL benefits.
 - g) Eligible part-time employees will be entitled to the integrated leave and SDI/PFL benefits of this section in the same ratio that their part-time employment has to full-time employment.
- 5) Leave taken by an employee under the SDI/PFL program may be eligible for coverage under the Family, Medical and/or Pregnancy Disability Leave

(FMLA) policy pursuant to Article 30. Employees are responsible for completing all required forms for FMLA leave approval. SDI and Paid Family Leave provide benefits for covered absences but do not provide for job protection or return to work rights.

ARTICLE 50. JOB ACTIONS

MCEA agrees and acknowledges that strikes, sick-ins, slow-downs, or other forms of work stoppage or disturbances are detrimental to the responsibility of MCEA and its members to insure that high quality service is provided to the people of the City of Modesto. MCEA and its members agree not to sanction, support, condone, or engage in any such actions directly or indirectly during the term of this Memorandum.

ARTICLE 51. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the City and MCEA with respect to wages, hours, and other terms and conditions of employment. Any prior or existing Agreement between the parties whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation.

If the City should absorb another entity which results in employees of the other entity being covered by this MOU, the City and MCEA shall expeditiously meet and confer regarding the effect of such action on wages, hours, and other terms and conditions of employment of such new employees.

All pertinent ordinances and resolutions shall be revised to conform to this Agreement. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Agreement unless modified either according to the provisions of this Agreement or following the exercise by both parties of their respective rights and obligations to meet and confer or meet and consult regarding matters specified in Government Code Sections 3500 et. seq.


ARTICLE 52. RATIFICATION AND APPROVAL

This MOU will be presented to members of MCEA for ratification and to the Modesto City Council for approval for approval and shall not be binding until so approved.

CITY OF MODESTO

MODESTO CITY EMPLOYEES' ASSOCIATION


Joe Lopez
City Manager



Erik Cervantes
MCEA President



Christina Alger
Human Resources Director



Raymond Taylor
MCEA Vice President



Carmen Vargas
Employee Relations Coordinator

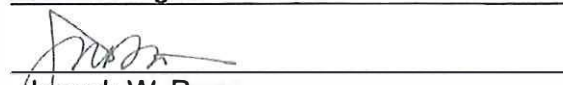

Annette Byrne
MCEA Negotiator and Acting Secretary


Burke Dunphy,
Sloan Sakai Yeung and Wong,
Attorney for the City


Nick Terpstra
MCEA Negotiator


Jose Rodriguez
MCEA Negotiator


Kim Presson
MCEA Negotiator


Joseph W. Rose,
Rose Law, APC, Attorney for MCEA

APPENDIX A SALARY RANGES AND RATES

Effective November 12, 2019

RANGE	TITLE
104	Custodian I
106	Engineering Intern
107	Administrative Office Assistant I
108	Custodian II
110	Account Clerk I
111	Administrative Office Assistant II Custodian Crewleader Customer Services Account Clerk I Exhibits Coordinator
113	Account Clerk II Customer Services Account Clerk II
114	Equipment Service Technician Storeskeeper
115	Administrative Office Assistant III
116	Maintenance Worker I
117	Electrician Assistant I Senior Customer Services Account Clerk
118	Electrical and Instrumentation Technician Trainee Senior Storeskeeper
119	Fleet Procurement Technician Groundskeeper Plant Mechanic Trainee Production Technician Senior Administrative Office Assistant
120	Assistant Buyer Code Enforcement Officer I -Neighborhood Preservation Unit Maintenance Worker II Utilities Services Worker I

- 121 **Electrician Assistant II**
Laboratory Analyst I
Tree Trimmer
Water Resource Specialist
- 122 Accountant I
Administrative Services Technician I
Customer Services Account Technician
Environmental Compliance Technician
Utilities Plant Operator Trainee
- 123 **Development Services Technician I**
Engineering Assistant Trainee
Parking Services Crewleader
- 124 **Account Technician**
Airport Maintenance Worker
Code Enforcement Officer II -Neighborhood Preservation Unit
Community Development Program Specialist I
Electrician Assistant III
Equipment Operator
Recreation Coordinator
Solid Waste Enforcement Officer
Utilities Services Worker II
Water Conservation Specialist
- 125 **Laboratory Analyst II**
Parks Maintenance Crewleader
Parks Maintenance Mechanic
Tree Trimmer Crewleader
- 126 **Administrative Services Technician II**
Building Maintenance Technician
Equipment Mechanic
Development Services Technician II
Fire Equipment Mechanic
Housing Financial Specialist
Housing Rehabilitation Specialist I
Multimedia Designer
Utilities Plant Operator I
- 127 Engineering Assistant I
Environmental Compliance Inspector I
Head Groundskeeper
Heavy Equipment Mechanic
Traffic Operations Technician
Welder/Fabricator
- 128 Building Inspector I

- Community Development Program Specialist II
- Cross Connection Specialist
- Plant Mechanic I**
- Senior Equipment Operator**
- Utilities Services Worker III
- Water Meter Technician

- 129 Senior Fire Equipment Mechanic
- Utilities Plant Operator II**

- 130 **Equipment Mechanic Crewleader**
- Housing Rehabilitation Specialist II
- Plant mechanic II**

- 131 Airport Maintenance Crewleader
- Building Maintenance Specialist**
- Electrical and Instrumentation Technician**
- Electrician - Traffic and Buildings**
- Engineering Assistant II
- Environmental Compliance Inspector II**
- Heavy Equipment Mechanic Crewleader**
- Laboratory Analyst III**
- Traffic Striping Crewleader

- 132 Building Inspector II
- Construction Inspector**
- Operations Crewleader**
- Senior Utilities Services Worker

- 133 **Maintenance Planning Technician**
- Senior Utilities Plant Operator**

- 134 Environmental Review Specialist
- Plans Examiner
- Senior Environmental Compliance Inspector
- Senior Plant Mechanic**

- 135 **Electrician Crewleader**
- Engineering Project Coordinator
- Survey Party Chief**

- 136 Senior Building Inspector
- Senior Construction Inspector**

Effective June 23, 2020

RANGE	TITLE
104	Custodian I
106	Engineering Intern
107	Administrative Office Assistant I
108	Custodian II
110	Account Clerk I
111	Administrative Office Assistant II Custodian Crewleader Exhibits Coordinator
112	Customer Services Account Clerk I
114	Account Clerk II Customer Services Account Clerk II Equipment Service Technician Storeskeeper
115	Administrative Office Assistant III
116	Maintenance Worker I
117	Electrician Assistant I
118	Electrical and Instrumentation Technician Trainee Senior Customer Services Account Clerk Senior Storeskeeper
119	Fleet Procurement Technician Plant Mechanic Trainee Production Technician Senior Administrative Office Assistant
120	Assistant Buyer Groundskeeper Maintenance Worker II Utilities Services Worker I
121	Code Enforcement Officer I -Neighborhood Preservation Unit Electrician Assistant II Water Resource Specialist

- 122 Accountant I
 Administrative Services Technician I
 Environmental Compliance Technician
Laboratory Analyst I
Tree Trimmer
- 123 **Customer Services Account Technician**
 Development Services Technician I
 Engineering Assistant Trainee
Utilities Plant Operator Trainee
- 124 Account Technician
 Community Development Program Specialist I
 Electrician Assistant III
 Equipment Operator
Parking Services Crewleader
 Recreation Coordinator
 Solid Waste Enforcement Officer
 Utilities Services Worker II
 Water Conservation Specialist
- 125 **Airport Maintenance Worker**
Code Enforcement Officer II -Neighborhood Preservation Unit
 Parks Maintenance Crewleader
 Parks Maintenance Mechanic
- 126 Administrative Services Technician II
 Building Maintenance Technician
 Development Services Technician II
 Fire Equipment Mechanic
 Housing Financial Specialist
 Housing Rehabilitation Specialist I
Laboratory Analyst II
 Multimedia Designer
Tree Trimmer Crewleader
- 127 Engineering Assistant I
 Environmental Compliance Inspector I
Equipment Mechanic
 Heavy Equipment Mechanic
 Traffic Operations Technician
Utilities Plant Operator I
 Welder/Fabricator
- 128 Building Inspector I
 Community Development Program Specialist II
 Cross Connection Specialist
Head Groundskeeper
 Plant Mechanic I
 Senior Equipment Operator
 Utilities Services Worker III

- Water Meter Technician
- 129 Senior Fire Equipment Mechanic
- 130 Housing Rehabilitation Specialist II
Utilities Plant Operator II
- 131 Airport Maintenance Crewleader
Electrical and Instrumentation Technician
Electrician - Traffic and Buildings
Engineering Assistant II
Environmental Compliance Inspector II
Equipment Mechanic Crewleader
Heavy Equipment Mechanic Crewleader
Laboratory Analyst III
Plant Mechanic II
Traffic Striping Crewleader
- 134 Building Inspector II
Building Maintenance Specialist
Construction Inspector
Operations Crewleader
Senior Utilities Services Worker
- 134 Environmental Review Specialist
Maintenance Planning Technician
Plans Examiner
Senior Environmental Compliance Inspector
Senior Utilities Plant Operator
- 135 Electrician Crewleader
Engineering Project Coordinator
Senior Plant Mechanic
- 136 Senior Building Inspector
Senior Construction Inspector
Survey Party Chief

Effective June 22, 2021

RANGE	TITLE
104	Custodian I
106	Engineering Intern
107	Administrative Office Assistant I
108	Custodian II
110	Account Clerk I
111	Administrative Office Assistant II Custodian Crewleader Exhibits Coordinator
112	Customer Services Account Clerk I
114	Account Clerk II Customer Services Account Clerk II Equipment Service Technician Storeskeeper
115	Administrative Office Assistant III
116	Maintenance Worker I
117	Electrician Assistant I
118	Electrical and Instrumentation Technician Trainee Senior Customer Services Account Clerk Senior Storeskeeper
119	Fleet Procurement Technician Plant Mechanic Trainee Production Technician Senior Administrative Office Assistant
120	Assistant Buyer Maintenance Worker II Utilities Services Worker I
121	Code Enforcement Officer I -Neighborhood Preservation Unit Electrician Assistant II Groundskeeper Water Resource Specialist

- 122 Accountant I
Administrative Services Technician I
Environmental Compliance Technician
Tree Trimmer

- 123 Development Services Technician I
Engineering Assistant Trainee
Laboratory Analyst I
Utilities Plant Operator Trainee

- 124 Account Technician
Community Development Program Specialist I
Customer Services Account Technician
Electrician Assistant III
Equipment Operator
Parking Services Crewleader
Recreation Coordinator
Solid Waste Enforcement Officer
Utilities Services Worker II
Water Conservation Specialist

- 125 Code Enforcement Officer II -Neighborhood Preservation Unit
Parks Maintenance Crewleader
Parks Maintenance Mechanic

- 126 Administrative Services Technician II
Airport Maintenance Worker
Building Maintenance Technician
Development Services Technician II
Fire Equipment Mechanic
Housing Financial Specialist
Housing Rehabilitation Specialist I
Multimedia Designer
Tree Trimmer Crewleader

- 127 Engineering Assistant I
Environmental Compliance Inspector I
Equipment Mechanic
Heavy Equipment Mechanic
Laboratory Analyst II
Traffic Operations Technician
Utilities Plant Operator I
Welder/Fabricator

- 128 Building Inspector I
Community Development Program Specialist II
Cross Connection Specialist
Plant Mechanic I
Senior Equipment Operator
Utilities Services Worker III
Water Meter Technician

- 129 **Head Groundskeeper**
Senior Fire Equipment Mechanic

- 130 Housing Rehabilitation Specialist II

- 131 Airport Maintenance Crewleader
Electrical and Instrumentation Technician
Electrician - Traffic and Buildings
Engineering Assistant II
Environmental Compliance Inspector II
Equipment Mechanic Crewleader
Heavy Equipment Mechanic Crewleader
Laboratory Analyst III
Traffic Striping Crewleader
Utilities Plant Operator II

- 135 Building Inspector II
Building Maintenance Specialist
Construction Inspector
Operations Crewleader
Plant Mechanic II
Senior Utilities Services Worker

- 134 Environmental Review Specialist
Maintenance Planning Technician
Plans Examiner
Senior Environmental Compliance Inspector

- 135 Electrician Crewleader
Engineering Project Coordinator
Senior Utilities Plant Operator

- 136 Senior Building Inspector
Senior Construction Inspector
Survey Party Chief
Senior Plant Mechanic

APPENDIX B (1) SCHEDULE OF SALARY RANGES EFFECTIVE 11/12/19

CITY OF MODESTO															
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 19/20															
EFFECTIVE: NOVEMBER 12, 2019															
MCEA	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	14.24	14.96	15.70	16.49	17.31	1,139.20	1,196.80	1,256.00	1,319.20	1,384.80	2,476.62	2,601.84	2,730.54	2,867.94	3,010.56
0102	14.60	15.33	16.10	16.90	17.75	1,168.00	1,226.40	1,288.00	1,352.00	1,420.00	2,539.23	2,666.19	2,800.11	2,939.25	3,087.08
0103	14.97	15.71	16.50	17.32	18.19	1,197.60	1,256.80	1,320.00	1,385.60	1,455.20	2,603.58	2,732.28	2,869.68	3,012.29	3,163.60
0104	15.34	16.11	16.91	17.76	18.64	1,227.20	1,288.80	1,352.80	1,420.80	1,491.20	2,667.93	2,801.85	2,940.99	3,088.82	3,241.87
0105	15.72	16.51	17.33	18.20	19.11	1,257.60	1,320.80	1,386.40	1,456.00	1,528.80	2,734.02	2,871.42	3,014.03	3,165.34	3,323.61
0106	16.12	16.92	17.77	18.66	19.59	1,289.60	1,353.60	1,421.60	1,492.80	1,567.20	2,803.59	2,942.73	3,090.56	3,245.35	3,407.09
0107	16.52	17.34	18.21	19.12	20.08	1,321.60	1,387.20	1,456.80	1,529.60	1,606.40	2,873.16	3,015.77	3,167.08	3,325.35	3,492.31
0108	16.93	17.78	18.67	19.60	20.58	1,354.40	1,422.40	1,493.60	1,568.00	1,646.40	2,944.47	3,092.30	3,247.09	3,408.83	3,579.27
0109	17.36	18.22	19.13	20.09	21.09	1,388.80	1,457.60	1,530.40	1,607.20	1,687.20	3,019.25	3,168.82	3,327.09	3,494.05	3,667.97
0110	17.79	18.68	19.61	20.59	21.62	1,423.20	1,494.40	1,568.80	1,647.20	1,729.60	3,094.04	3,248.83	3,410.57	3,581.01	3,760.15
0111	18.23	19.14	20.10	21.11	22.16	1,458.40	1,531.20	1,608.00	1,688.80	1,772.80	3,170.56	3,328.83	3,495.79	3,671.45	3,854.07
0112	18.69	19.62	20.60	21.63	22.72	1,495.20	1,569.60	1,648.00	1,730.40	1,817.60	3,250.56	3,412.31	3,582.75	3,761.89	3,951.46
0113	19.16	20.11	21.12	22.17	23.28	1,532.80	1,608.80	1,689.60	1,773.60	1,862.40	3,332.31	3,497.53	3,673.19	3,855.81	4,048.86
0114	19.63	20.62	21.65	22.73	23.87	1,570.40	1,649.60	1,732.00	1,818.40	1,909.60	3,414.05	3,586.23	3,765.37	3,953.20	4,151.47
0115	20.13	21.13	22.19	23.30	24.46	1,610.40	1,690.40	1,775.20	1,864.00	1,956.80	3,501.01	3,674.93	3,859.28	4,052.34	4,254.08
0116	20.63	21.66	22.74	23.88	25.07	1,650.40	1,732.80	1,819.20	1,910.40	2,005.60	3,587.97	3,767.11	3,954.94	4,153.21	4,360.17
0117	21.14	22.20	23.31	24.48	25.70	1,691.20	1,776.00	1,864.80	1,958.40	2,056.00	3,676.67	3,861.02	4,054.08	4,257.56	4,469.74
0118	21.67	22.76	23.89	25.09	26.34	1,733.60	1,820.80	1,911.20	2,007.20	2,107.20	3,768.85	3,958.42	4,154.95	4,363.65	4,581.05
0119	22.21	23.33	24.49	25.72	27.00	1,776.80	1,866.40	1,959.20	2,057.60	2,160.00	3,862.76	4,057.55	4,259.30	4,473.22	4,695.84
0120	22.77	23.91	25.10	26.36	27.68	1,821.60	1,912.80	2,008.00	2,108.80	2,214.40	3,960.16	4,158.43	4,365.39	4,584.53	4,814.11
0121	23.34	24.51	25.73	27.02	28.37	1,867.20	1,960.80	2,058.40	2,161.60	2,269.60	4,059.29	4,262.78	4,474.96	4,699.32	4,934.11
0122	23.92	25.12	26.37	27.69	29.08	1,913.60	2,009.60	2,109.60	2,215.20	2,326.40	4,160.17	4,368.87	4,586.27	4,815.84	5,057.59
0123	24.52	25.75	27.03	28.38	29.80	1,961.60	2,060.00	2,162.40	2,270.40	2,384.00	4,264.52	4,478.44	4,701.06	4,935.85	5,182.82
0124	25.13	26.39	27.71	29.09	30.55	2,010.40	2,112.00	2,216.80	2,327.20	2,444.00	4,370.61	4,589.75	4,819.32	5,059.33	5,313.26
0125	25.76	27.05	28.40	29.82	31.31	2,060.80	2,164.00	2,272.00	2,385.60	2,504.80	4,480.18	4,704.54	4,939.33	5,186.29	5,445.44
0126	26.41	27.73	29.11	30.57	32.09	2,112.80	2,218.40	2,328.80	2,445.60	2,567.20	4,593.23	4,822.80	5,062.81	5,316.73	5,581.09
0127	27.07	28.42	29.84	31.33	32.90	2,165.60	2,273.60	2,387.20	2,506.40	2,632.00	4,708.01	4,942.81	5,189.77	5,448.91	5,721.97
0128	27.74	29.13	30.58	32.11	33.72	2,219.20	2,330.40	2,446.40	2,568.80	2,697.60	4,824.54	5,066.29	5,318.47	5,584.57	5,864.58
0129	28.44	29.86	31.35	32.92	34.56	2,275.20	2,388.80	2,508.00	2,633.60	2,764.80	4,946.28	5,193.25	5,452.39	5,725.45	6,010.68
0130	29.15	30.60	32.13	33.74	35.43	2,332.00	2,448.00	2,572.00	2,699.20	2,834.40	5,069.77	5,321.95	5,588.05	5,868.06	6,161.99
0131	29.87	31.37	32.94	34.58	36.31	2,389.60	2,509.60	2,635.20	2,766.40	2,904.80	5,194.99	5,455.87	5,728.92	6,014.15	6,315.04
0132	30.62	32.15	33.76	35.45	37.22	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60	5,325.43	5,591.53	5,871.54	6,165.46	6,473.30
0133	31.39	32.96	34.60	36.33	38.15	2,511.20	2,636.80	2,768.00	2,906.40	3,052.00	5,459.35	5,732.40	6,017.63	6,318.51	6,635.05
0134	32.17	33.78	35.47	37.24	39.10	2,573.60	2,702.40	2,837.60	2,979.20	3,128.00	5,595.01	5,875.02	6,168.94	6,476.78	6,800.27
0135	32.98	34.62	36.35	38.17	40.08	2,638.40	2,769.60	2,908.00	3,053.60	3,206.40	5,735.88	6,021.11	6,321.99	6,638.53	6,970.71
0136	33.80	35.49	37.26	39.13	41.08	2,704.00	2,839.20	2,980.80	3,130.40	3,286.40	5,878.50	6,172.42	6,480.26	6,805.49	7,144.63
0137	34.64	36.38	38.19	40.10	42.11	2,771.20	2,910.40	3,055.20	3,208.00	3,368.80	6,024.59	6,327.21	6,642.00	6,974.19	7,323.77
0138	35.51	37.29	39.15	41.11	43.16	2,840.80	2,983.20	3,132.00	3,288.80	3,452.80	6,175.90	6,485.48	6,808.97	7,149.85	7,506.39
0139	36.40	38.22	40.13	42.13	44.24	2,912.00	3,057.60	3,210.40	3,370.40	3,539.20	6,330.69	6,647.22	6,979.41	7,327.25	7,694.22
0140	37.31	39.17	41.13	43.19	45.35	2,984.80	3,133.60	3,290.40	3,455.20	3,628.00	6,488.96	6,812.45	7,153.33	7,511.60	7,887.27
0141	38.24	40.15	42.16	44.27	46.48	3,059.20	3,212.00	3,372.80	3,541.60	3,718.40	6,650.70	6,982.89	7,332.47	7,699.44	8,083.80
0142	39.20	41.16	43.21	45.37	47.64	3,136.00	3,292.80	3,456.80	3,629.60	3,811.20	6,817.66	7,158.55	7,515.08	7,890.75	8,285.55
0143	40.18	42.18	44.29	46.51	48.83	3,214.40	3,374.40	3,543.20	3,720.80	3,906.40	6,988.11	7,335.95	7,702.92	8,089.02	8,492.51
0144	41.18	43.24	45.40	47.67	50.05	3,294.40	3,459.20	3,632.00	3,813.60	4,004.00	7,162.03	7,520.30	7,895.97	8,290.77	8,704.70
0145	42.21	44.32	46.54	48.86	51.30	3,376.80	3,545.60	3,723.20	3,908.80	4,104.00	7,341.16	7,708.13	8,094.24	8,497.73	8,922.10
0146	43.26	45.43	47.70	50.08	52.59	3,460.80	3,634.40	3,816.00	4,006.40	4,207.20	7,523.78	7,901.19	8,295.98	8,709.91	9,146.45
0147	44.35	46.56	48.89	51.34	53.90	3,548.00	3,724.80	3,911.20	4,107.20	4,312.00	7,713.35	8,097.72	8,502.95	8,929.05	9,374.29
0148	45.45	47.73	50.11	52.62	55.25	3,636.00	3,818.40	4,008.80	4,209.60	4,420.00	7,904.66	8,301.20	8,715.13	9,151.67	9,609.08
0149	46.59	48.92	51.37	53.93	56.63	3,727.20	3,913.60	4,109.60	4,314.40	4,530.40	8,102.93	8,508.17	8,934.27	9,379.51	9,849.09
0150	47.76	50.14	52.65	55.28	58.05	3,820.80	4,011.20	4,212.00	4,422.40	4,644.00	8,306.42	8,720.35	9,156.89	9,614.30	10,096.06

APPENDIX B (2) SCHEDULE OF SALARY RANGES EFFECTIVE 6/23/20

CITY OF MODESTO															
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 20/21															
EFFECTIVE: JUNE, 23 2020															
MCEA	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	14.53	15.26	16.02	16.83	17.67	1,162.40	1,220.80	1,281.60	1,346.40	1,413.60	2,527.06	2,654.02	2,786.20	2,927.07	3,073.17
0102	14.90	15.64	16.42	17.25	18.11	1,192.00	1,251.20	1,313.60	1,380.00	1,448.80	2,591.41	2,720.11	2,855.77	3,000.12	3,149.69
0103	15.27	16.03	16.84	17.68	18.56	1,221.60	1,282.40	1,347.20	1,414.40	1,484.80	2,655.76	2,787.94	2,928.81	3,074.91	3,227.96
0104	15.65	16.43	17.26	18.12	19.02	1,252.00	1,314.40	1,380.80	1,449.60	1,521.60	2,721.85	2,857.51	3,001.86	3,151.43	3,307.96
0105	16.04	16.85	17.69	18.57	19.50	1,283.20	1,348.00	1,415.20	1,485.60	1,560.00	2,789.68	2,930.55	3,076.64	3,229.69	3,391.44
0106	16.44	17.27	18.13	19.04	19.99	1,315.20	1,381.60	1,450.40	1,523.20	1,599.20	2,859.24	3,003.60	3,153.17	3,311.44	3,476.66
0107	16.86	17.70	18.58	19.51	20.49	1,348.80	1,416.00	1,486.40	1,560.80	1,639.20	2,932.29	3,078.38	3,231.43	3,393.18	3,563.62
0108	17.28	18.14	19.05	20.00	21.00	1,382.40	1,451.20	1,524.00	1,600.00	1,680.00	3,005.34	3,154.91	3,313.18	3,478.40	3,652.32
0109	17.71	18.59	19.52	20.50	21.52	1,416.80	1,487.20	1,561.60	1,640.00	1,721.60	3,080.12	3,233.17	3,394.92	3,565.36	3,742.76
0110	18.15	19.06	20.01	21.01	22.06	1,452.00	1,524.80	1,600.80	1,680.80	1,764.80	3,156.65	3,314.92	3,480.14	3,654.06	3,836.68
0111	18.60	19.53	20.51	21.54	22.61	1,488.00	1,562.40	1,640.80	1,723.20	1,808.80	3,234.91	3,396.66	3,567.10	3,746.24	3,932.33
0112	19.07	20.02	21.02	22.07	23.18	1,525.60	1,601.60	1,681.60	1,765.60	1,854.40	3,316.65	3,481.88	3,655.80	3,838.41	4,031.47
0113	19.55	20.52	21.55	22.63	23.76	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80	3,400.14	3,568.84	3,747.98	3,935.81	4,132.34
0114	20.03	21.04	22.09	23.19	24.35	1,602.40	1,683.20	1,767.20	1,855.20	1,948.00	3,483.62	3,659.28	3,841.89	4,033.20	4,234.95
0115	20.54	21.56	22.64	23.77	24.96	1,643.20	1,724.80	1,811.20	1,901.60	1,996.80	3,572.32	3,749.72	3,937.55	4,134.08	4,341.04
0116	21.05	22.10	23.21	24.37	25.58	1,684.00	1,768.00	1,856.80	1,949.60	2,046.40	3,661.02	3,843.63	4,036.68	4,238.43	4,448.87
0117	21.57	22.65	23.79	24.97	26.22	1,725.60	1,812.00	1,903.20	1,997.60	2,097.60	3,751.45	3,939.29	4,137.56	4,342.78	4,560.18
0118	22.11	23.22	24.38	25.60	26.88	1,768.80	1,857.60	1,950.40	2,048.00	2,150.40	3,845.37	4,038.42	4,240.17	4,452.35	4,674.97
0119	22.67	23.80	24.99	26.24	27.55	1,813.60	1,904.00	1,999.20	2,099.20	2,204.00	3,942.77	4,139.30	4,346.26	4,563.66	4,791.50
0120	23.23	24.39	25.61	26.89	28.24	1,858.40	1,951.20	2,048.80	2,151.20	2,259.20	4,040.16	4,241.91	4,454.09	4,676.71	4,911.50
0121	23.81	25.00	26.25	27.57	28.95	1,904.80	2,000.00	2,100.00	2,205.60	2,316.00	4,141.04	4,348.00	4,565.40	4,794.97	5,034.98
0122	24.41	25.63	26.91	28.26	29.67	1,952.80	2,050.40	2,152.80	2,260.80	2,373.60	4,245.39	4,457.57	4,680.19	4,914.98	5,160.21
0123	25.02	26.27	27.58	28.96	30.41	2,001.60	2,101.60	2,206.40	2,316.80	2,432.80	4,351.48	4,568.88	4,796.71	5,036.72	5,288.91
0124	25.64	26.93	28.27	29.69	31.17	2,051.20	2,154.40	2,261.60	2,375.20	2,493.60	4,459.31	4,683.67	4,916.72	5,163.68	5,421.09
0125	26.29	27.60	28.98	30.43	31.95	2,103.20	2,208.00	2,318.40	2,434.40	2,556.00	4,572.36	4,800.19	5,040.20	5,292.39	5,556.74
0126	26.94	28.29	29.70	31.19	32.75	2,155.20	2,263.20	2,376.00	2,495.20	2,620.00	4,685.40	4,920.20	5,165.42	5,424.56	5,695.88
0127	27.62	29.00	30.45	31.97	33.57	2,209.60	2,320.00	2,436.00	2,557.60	2,685.60	4,803.67	5,043.68	5,295.86	5,560.22	5,838.49
0128	28.31	29.72	31.21	32.77	34.41	2,264.80	2,377.60	2,496.80	2,621.60	2,752.80	4,923.68	5,168.90	5,428.04	5,699.36	5,984.59
0129	29.01	30.46	31.99	33.59	35.27	2,320.80	2,436.80	2,559.20	2,687.20	2,821.60	5,045.42	5,297.60	5,563.70	5,841.97	6,134.16
0130	29.74	31.23	32.79	34.43	36.15	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00	5,172.38	5,431.52	5,702.84	5,988.07	6,287.21
0131	30.48	32.01	33.61	35.29	37.05	2,438.40	2,560.80	2,688.80	2,823.20	2,964.00	5,301.08	5,567.18	5,845.45	6,137.64	6,443.74
0132	31.24	32.81	34.45	36.17	37.98	2,499.20	2,624.80	2,756.00	2,893.60	3,038.40	5,433.26	5,706.32	5,991.54	6,290.69	6,605.48
0133	32.03	33.63	35.31	37.07	38.93	2,562.40	2,690.40	2,824.80	2,965.60	3,114.40	5,570.66	5,848.93	6,141.12	6,447.21	6,770.71
0134	32.83	34.47	36.19	38.00	39.90	2,626.40	2,757.60	2,895.20	3,040.00	3,192.00	5,709.79	5,995.02	6,294.16	6,608.96	6,939.41
0135	33.65	35.33	37.09	38.95	40.90	2,692.00	2,826.40	2,967.20	3,116.00	3,272.00	5,852.41	6,144.59	6,450.69	6,774.18	7,113.33
0136	34.49	36.21	38.02	39.92	41.92	2,759.20	2,896.80	3,041.60	3,193.60	3,353.60	5,998.50	6,297.64	6,612.44	6,942.89	7,290.73
0137	35.35	37.12	38.97	40.92	42.97	2,828.00	2,969.60	3,117.60	3,273.60	3,437.60	6,148.07	6,455.91	6,777.66	7,116.81	7,473.34
0138	36.23	38.04	39.95	41.94	44.04	2,898.40	3,043.20	3,196.00	3,355.20	3,523.20	6,301.12	6,615.92	6,948.10	7,294.20	7,659.44
0139	37.14	39.00	40.95	42.99	45.14	2,971.20	3,120.00	3,276.00	3,439.20	3,611.20	6,459.39	6,782.88	7,122.02	7,476.82	7,850.75
0140	38.07	39.97	41.97	44.07	46.27	3,045.60	3,197.60	3,357.60	3,525.60	3,701.60	6,621.13	6,951.58	7,299.42	7,664.65	8,047.28
0141	39.02	40.97	43.02	45.17	47.43	3,121.60	3,277.60	3,441.60	3,613.60	3,794.40	6,786.36	7,125.50	7,482.04	7,855.97	8,249.03
0142	39.99	41.99	44.09	46.30	48.61	3,199.20	3,359.20	3,527.20	3,704.00	3,888.80	6,955.06	7,302.90	7,668.13	8,052.50	8,454.25
0143	40.99	43.04	45.20	47.45	49.83	3,279.20	3,443.20	3,616.00	3,796.00	3,986.40	7,128.98	7,485.52	7,861.18	8,252.50	8,666.43
0144	42.02	44.12	46.33	48.64	51.07	3,361.60	3,529.60	3,706.40	3,891.20	4,085.60	7,308.12	7,673.35	8,057.71	8,459.47	8,882.09
0145	43.07	45.22	47.48	49.86	52.35	3,445.60	3,617.60	3,798.40	3,988.80	4,188.00	7,490.73	7,864.66	8,257.72	8,671.65	9,104.71
0146	44.15	46.35	48.67	51.10	53.66	3,532.00	3,708.00	3,893.60	4,088.00	4,292.80	7,678.57	8,061.19	8,464.69	8,887.31	9,332.55
0147	45.25	47.51	49.89	52.38	55.00	3,620.00	3,800.80	3,991.20	4,190.40	4,400.00	7,869.88	8,262.94	8,676.87	9,109.93	9,565.60
0148	46.38	48.70	51.13	53.69	56.37	3,710.40	3,896.00	4,090.40	4,295.20	4,509.60	8,066.41	8,469.90	8,892.53	9,337.76	9,803.87
0149	47.54	49.92	52.41	55.03	57.78	3,803.20	3,993.60	4,192.80	4,402.40	4,622.40	8,268.16	8,682.09	9,115.15	9,570.82	10,049.10
0150	48.73	51.16	53.72	56.41	59.23	3,898.40	4,092.80	4,297.60	4,512.80	4,738.40	8,475.12	8,897.75	9,342.98	9,810.83	10,301.28

APPENDIX B (3) SCHEDULE OF SALARY RANGES EFFECTIVE 6/22/21

CITY OF MODESTO															
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 21/22															
EFFECTIVE: JUNE, 22 2021															
MCEA	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	14.83	15.58	16.36	17.17	18.03	1,186.40	1,246.40	1,308.80	1,373.60	1,442.40	2,579.23	2,709.67	2,845.33	2,986.21	3,135.78
0102	15.21	15.97	16.76	17.60	18.48	1,216.80	1,277.60	1,340.80	1,408.00	1,478.40	2,645.32	2,777.50	2,914.90	3,060.99	3,214.04
0103	15.59	16.36	17.18	18.04	18.94	1,247.20	1,308.80	1,374.40	1,443.20	1,515.20	2,711.41	2,845.33	2,987.95	3,137.52	3,294.04
0104	15.98	16.77	17.61	18.49	19.42	1,278.40	1,341.60	1,408.80	1,479.20	1,553.60	2,779.24	2,916.64	3,062.73	3,215.78	3,377.53
0105	16.37	17.19	18.05	18.95	19.90	1,309.60	1,375.20	1,444.00	1,516.00	1,592.00	2,847.07	2,989.68	3,139.26	3,295.78	3,461.01
0106	16.78	17.62	18.50	19.43	20.40	1,342.40	1,409.60	1,480.00	1,554.40	1,632.00	2,918.38	3,064.47	3,217.52	3,379.27	3,547.97
0107	17.20	18.06	18.97	19.91	20.91	1,376.00	1,444.80	1,517.60	1,592.80	1,672.80	2,991.42	3,141.00	3,299.26	3,462.75	3,636.67
0108	17.63	18.51	19.44	20.41	21.43	1,410.40	1,480.80	1,555.20	1,632.80	1,714.40	3,066.21	3,219.26	3,381.00	3,549.71	3,727.11
0109	18.07	18.98	19.93	20.92	21.97	1,445.60	1,518.40	1,594.40	1,673.60	1,757.60	3,142.73	3,301.00	3,466.23	3,638.41	3,821.02
0110	18.53	19.45	20.42	21.44	22.52	1,482.40	1,556.00	1,633.60	1,715.20	1,801.60	3,222.74	3,382.74	3,551.45	3,728.84	3,916.68
0111	18.99	19.94	20.93	21.98	23.08	1,519.20	1,595.20	1,674.40	1,758.40	1,846.40	3,302.74	3,467.96	3,640.15	3,822.76	4,014.07
0112	19.46	20.44	21.46	22.53	23.66	1,556.80	1,635.20	1,716.80	1,802.40	1,892.80	3,384.48	3,554.92	3,732.32	3,918.42	4,114.95
0113	19.95	20.95	21.99	23.09	24.25	1,596.00	1,676.00	1,759.20	1,847.20	1,940.00	3,469.70	3,643.62	3,824.50	4,015.81	4,217.56
0114	20.45	21.47	22.54	23.67	24.85	1,636.00	1,717.60	1,803.20	1,893.60	1,988.00	3,556.66	3,734.06	3,920.16	4,116.69	4,321.91
0115	20.96	22.01	23.11	24.26	25.48	1,676.80	1,760.80	1,848.80	1,940.80	2,038.40	3,645.36	3,827.98	4,019.29	4,219.30	4,431.48
0116	21.48	22.56	23.68	24.87	26.11	1,718.40	1,804.80	1,894.40	1,989.60	2,088.80	3,735.80	3,923.64	4,118.43	4,325.39	4,541.05
0117	22.02	23.12	24.28	25.49	26.76	1,761.60	1,849.60	1,942.40	2,039.20	2,140.80	3,829.72	4,021.03	4,222.78	4,433.22	4,654.10
0118	22.57	23.70	24.88	26.13	27.43	1,805.60	1,896.00	1,990.40	2,090.40	2,194.40	3,925.37	4,121.90	4,327.13	4,544.53	4,770.63
0119	23.13	24.29	25.51	26.78	28.12	1,850.40	1,943.20	2,040.80	2,142.40	2,249.60	4,022.77	4,224.52	4,436.70	4,657.58	4,890.63
0120	23.71	24.90	26.14	27.45	28.82	1,896.80	1,992.00	2,091.20	2,196.00	2,305.60	4,123.64	4,330.61	4,546.27	4,774.10	5,012.37
0121	24.31	25.52	26.80	28.14	29.54	1,944.80	2,041.60	2,144.00	2,251.20	2,363.20	4,228.00	4,438.44	4,661.06	4,894.11	5,137.60
0122	24.91	26.16	27.47	28.84	30.28	1,992.80	2,092.80	2,197.60	2,307.20	2,422.40	4,332.35	4,549.75	4,777.58	5,015.85	5,266.30
0123	25.54	26.81	28.15	29.56	31.04	2,043.20	2,144.80	2,252.00	2,364.80	2,483.20	4,441.92	4,662.80	4,895.85	5,141.08	5,398.48
0124	26.17	27.48	28.86	30.30	31.81	2,093.60	2,198.40	2,308.80	2,424.00	2,544.80	4,551.49	4,779.32	5,019.33	5,269.78	5,532.40
0125	26.83	28.17	29.58	31.06	32.61	2,146.40	2,253.60	2,366.40	2,484.80	2,608.80	4,666.27	4,899.33	5,144.55	5,401.96	5,671.53
0126	27.50	28.87	30.32	31.83	33.42	2,200.00	2,309.60	2,425.60	2,546.40	2,673.60	4,782.80	5,021.07	5,273.25	5,535.87	5,812.41
0127	28.19	29.60	31.07	32.63	34.26	2,255.20	2,368.00	2,485.60	2,610.40	2,740.80	4,902.80	5,148.03	5,403.69	5,675.01	5,958.50
0128	28.89	30.34	31.85	33.44	35.12	2,311.20	2,427.20	2,548.00	2,675.20	2,809.60	5,024.55	5,276.73	5,539.35	5,815.88	6,108.07
0129	29.61	31.09	32.65	34.28	35.99	2,368.80	2,487.20	2,612.00	2,742.40	2,879.20	5,149.77	5,407.17	5,678.49	5,961.98	6,259.38
0130	30.35	31.87	33.46	35.14	36.89	2,428.00	2,549.60	2,676.80	2,811.20	2,951.20	5,278.47	5,542.83	5,819.36	6,111.55	6,415.91
0131	31.11	32.67	34.30	36.02	37.82	2,488.80	2,613.60	2,744.00	2,881.60	3,025.60	5,410.65	5,681.97	5,965.46	6,264.60	6,577.65
0132	31.89	33.48	35.16	36.92	38.76	2,551.20	2,678.40	2,812.80	2,953.60	3,100.80	5,546.31	5,822.84	6,115.03	6,421.13	6,741.14
0133	32.69	34.32	36.04	37.84	39.73	2,615.20	2,745.60	2,883.20	3,027.20	3,178.40	5,685.44	5,968.93	6,268.08	6,581.13	6,909.84
0134	33.50	35.18	36.94	38.78	40.72	2,680.00	2,814.40	2,955.20	3,102.40	3,257.60	5,826.32	6,118.51	6,424.60	6,744.62	7,082.02
0135	34.34	36.06	37.86	39.75	41.74	2,747.20	2,884.80	3,028.80	3,180.00	3,339.20	5,972.41	6,271.56	6,584.61	6,913.32	7,259.42
0136	35.20	36.96	38.81	40.75	42.78	2,816.00	2,956.80	3,104.80	3,260.00	3,422.40	6,121.98	6,428.08	6,749.84	7,087.24	7,440.30
0137	36.08	37.88	39.78	41.77	43.85	2,886.40	3,030.40	3,182.40	3,341.60	3,508.00	6,275.03	6,588.09	6,918.54	7,264.64	7,626.39
0138	36.98	38.83	40.77	42.81	44.95	2,958.40	3,106.40	3,261.60	3,424.80	3,596.00	6,431.56	6,753.31	7,090.72	7,445.52	7,817.70
0139	37.91	39.80	41.79	43.88	46.07	3,032.80	3,184.00	3,343.20	3,510.40	3,685.60	6,593.31	6,922.02	7,268.12	7,631.61	8,012.49
0140	38.85	40.80	42.84	44.98	47.23	3,108.00	3,264.00	3,427.20	3,598.40	3,778.40	6,756.79	7,095.94	7,450.73	7,822.92	8,214.24
0141	39.82	41.82	43.91	46.10	48.41	3,185.60	3,345.60	3,512.80	3,688.00	3,872.80	6,925.49	7,273.33	7,636.83	8,017.71	8,419.47
0142	40.82	42.86	45.00	47.25	49.62	3,265.60	3,428.80	3,600.00	3,780.00	3,969.60	7,099.41	7,454.21	7,826.40	8,217.72	8,629.91
0143	41.84	43.93	46.13	48.43	50.86	3,347.20	3,514.40	3,690.40	3,874.40	4,068.80	7,276.81	7,640.31	8,022.93	8,422.95	8,845.57
0144	42.89	45.03	47.28	49.65	52.13	3,431.20	3,602.40	3,782.40	3,972.00	4,170.40	7,459.43	7,831.62	8,222.94	8,635.13	9,066.45
0145	43.96	46.16	48.46	50.89	53.43	3,516.80	3,692.80	3,876.80	4,071.20	4,274.40	7,645.52	8,028.15	8,428.16	8,850.79	9,292.55
0146	45.06	47.31	49.67	52.16	54.77	3,604.80	3,784.80	3,973.60	4,172.80	4,381.60	7,836.84	8,228.16	8,638.61	9,071.67	9,525.60
0147	46.18	48.49	50.92	53.46	56.14	3,694.40	3,879.20	4,073.60	4,276.80	4,491.20	8,031.63	8,433.38	8,856.01	9,297.76	9,763.87
0148	47.34	49.70	52.19	54.80	57.54	3,787.20	3,976.00	4,175.20	4,384.00	4,603.20	8,233.37	8,643.82	9,076.88	9,530.82	10,007.36
0149	48.52	50.95	53.49	56.17	58.98	3,881.60	4,076.00	4,279.20	4,493.60	4,718.40	8,438.60	8,861.22	9,302.98	9,769.09	10,257.80
0150	49.73	52.22	54.83	57.57	60.45	3,978.40	4,177.60	4,386.40	4,605.60	4,836.00	8,649.04	9,082.10	9,536.03	10,012.57	10,513.46

APPENDIX B (4) SCHEDULE OF SALARY RANGES EFFECTIVE 6/21/22

CITY OF MODESTO SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 22/23 EFFECTIVE: JUNE, 21 2022															
MCEA	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0101	15.13	15.89	16.69	17.52	18.40	1,210.40	1,271.20	1,335.20	1,401.60	1,472.00	2,631.41	2,763.59	2,902.72	3,047.08	3,200.13
0102	15.51	16.29	17.10	17.96	18.86	1,240.80	1,303.20	1,368.00	1,436.80	1,508.80	2,697.50	2,833.16	2,974.03	3,123.60	3,280.13
0103	15.90	16.70	17.53	18.41	19.33	1,272.00	1,336.00	1,402.40	1,472.80	1,546.40	2,765.33	2,904.46	3,048.82	3,201.87	3,361.87
0104	16.30	17.11	17.97	18.87	19.81	1,304.00	1,368.80	1,437.60	1,509.60	1,584.80	2,834.90	2,975.77	3,125.34	3,281.87	3,445.36
0105	16.71	17.54	18.42	19.34	20.30	1,336.80	1,403.20	1,473.60	1,547.20	1,624.00	2,906.20	3,050.56	3,203.61	3,363.61	3,530.58
0106	17.12	17.98	18.88	19.82	20.81	1,369.60	1,438.40	1,510.40	1,585.60	1,664.80	2,977.51	3,127.08	3,283.61	3,447.09	3,619.28
0107	17.55	18.43	19.35	20.32	21.33	1,404.00	1,474.40	1,548.00	1,625.60	1,706.40	3,052.30	3,205.35	3,365.35	3,534.05	3,709.87
0108	17.99	18.89	19.83	20.82	21.87	1,439.20	1,511.20	1,586.40	1,665.60	1,749.60	3,128.82	3,285.35	3,448.83	3,621.01	3,803.63
0109	18.44	19.36	20.33	21.35	22.41	1,475.20	1,548.80	1,626.40	1,708.00	1,792.80	3,207.08	3,367.09	3,535.79	3,713.19	3,897.55
0110	18.90	19.85	20.84	21.88	22.97	1,512.00	1,588.00	1,667.20	1,750.40	1,837.60	3,287.09	3,452.31	3,624.49	3,805.37	3,994.94
0111	19.37	20.34	21.36	22.43	23.55	1,549.60	1,627.20	1,708.80	1,794.00	1,884.00	3,368.83	3,537.53	3,714.93	3,904.52	4,095.82
0112	19.86	20.85	21.89	22.99	24.14	1,588.80	1,668.00	1,751.20	1,839.20	1,931.20	3,454.05	3,626.23	3,807.11	3,998.42	4,198.43
0113	20.35	21.37	22.44	23.56	24.74	1,628.00	1,709.60	1,795.20	1,884.80	1,979.20	3,539.27	3,716.67	3,902.76	4,097.56	4,302.78
0114	20.86	21.90	23.00	24.15	25.36	1,668.80	1,752.00	1,840.00	1,932.00	2,028.80	3,627.97	3,808.85	4,000.16	4,200.17	4,410.61
0115	21.38	22.45	23.57	24.75	25.99	1,710.40	1,796.00	1,885.60	1,980.00	2,079.20	3,718.41	3,904.50	4,099.29	4,304.52	4,520.18
0116	21.92	23.01	24.16	25.37	26.64	1,753.60	1,840.80	1,932.80	2,029.60	2,131.20	3,812.33	4,001.90	4,201.91	4,412.35	4,633.23
0117	22.47	23.59	24.77	26.01	27.31	1,797.60	1,887.20	1,981.60	2,080.80	2,184.80	3,907.98	4,102.77	4,308.00	4,523.66	4,749.76
0118	23.03	24.18	25.39	26.66	27.99	1,842.40	1,934.40	2,031.20	2,132.80	2,239.20	4,005.38	4,205.39	4,415.83	4,636.71	4,868.02
0119	23.60	24.78	26.02	27.32	28.69	1,888.00	1,982.40	2,081.60	2,185.60	2,295.20	4,104.51	4,309.74	4,525.40	4,751.49	4,989.76
0120	24.19	25.40	26.67	28.01	29.41	1,935.20	2,032.00	2,133.60	2,240.80	2,352.80	4,207.12	4,417.57	4,638.45	4,871.50	5,114.99
0121	24.80	26.04	27.34	28.71	30.14	1,984.00	2,083.20	2,187.20	2,296.80	2,411.20	4,313.22	4,528.88	4,754.97	4,993.24	5,241.95
0122	25.42	26.69	28.02	29.42	30.89	2,033.60	2,135.20	2,241.60	2,353.60	2,471.20	4,421.05	4,641.92	4,873.24	5,116.73	5,372.39
0123	26.05	27.35	28.72	30.16	31.67	2,084.00	2,188.00	2,297.60	2,412.80	2,533.60	4,530.62	4,756.71	4,994.98	5,245.43	5,508.05
0124	26.70	28.04	29.44	30.91	32.46	2,136.00	2,243.20	2,355.20	2,472.80	2,596.80	4,643.66	4,876.72	5,120.20	5,375.87	5,645.44
0125	27.37	28.74	30.18	31.68	33.27	2,189.60	2,299.20	2,414.40	2,534.40	2,661.60	4,760.19	4,998.46	5,248.91	5,509.79	5,786.32
0126	28.06	29.46	30.93	32.48	34.10	2,244.80	2,356.80	2,474.40	2,598.40	2,728.00	4,880.20	5,123.68	5,379.35	5,648.92	5,930.67
0127	28.76	30.19	31.70	33.29	34.95	2,300.80	2,415.20	2,536.00	2,663.20	2,796.00	5,001.94	5,250.64	5,513.26	5,789.80	6,078.50
0128	29.48	30.95	32.50	34.12	35.83	2,358.40	2,476.00	2,600.00	2,729.60	2,866.40	5,127.16	5,382.82	5,652.40	5,934.15	6,231.55
0129	30.21	31.72	33.31	34.97	36.72	2,416.80	2,537.60	2,664.80	2,797.60	2,937.60	5,254.12	5,516.74	5,793.28	6,081.98	6,386.34
0130	30.97	32.52	34.14	35.85	37.64	2,477.60	2,601.60	2,731.20	2,868.00	3,011.20	5,386.30	5,655.88	5,937.63	6,235.03	6,546.35
0131	31.74	33.33	34.99	36.74	38.58	2,539.20	2,666.40	2,799.20	2,939.20	3,086.40	5,520.22	5,796.75	6,085.46	6,389.82	6,709.83
0132	32.53	34.16	35.87	37.66	39.54	2,602.40	2,732.80	2,869.60	3,012.80	3,163.20	5,657.62	5,941.11	6,238.51	6,549.83	6,876.80
0133	33.35	35.01	36.77	38.60	40.53	2,668.00	2,800.80	2,941.60	3,088.00	3,242.40	5,800.23	6,088.94	6,395.04	6,713.31	7,048.98
0134	34.18	35.89	37.68	39.57	41.55	2,734.40	2,871.20	3,014.40	3,165.60	3,324.00	5,944.59	6,241.99	6,553.31	6,882.01	7,226.38
0135	35.04	36.79	38.63	40.56	42.59	2,803.20	2,943.20	3,090.40	3,244.80	3,407.20	6,094.16	6,398.52	6,718.53	7,054.20	7,407.25
0136	35.91	37.71	39.59	41.57	43.65	2,872.80	3,016.80	3,167.20	3,325.60	3,492.00	6,245.47	6,558.52	6,885.49	7,229.85	7,591.61
0137	36.81	38.65	40.58	42.61	44.74	2,944.80	3,092.00	3,246.40	3,408.80	3,579.20	6,402.00	6,722.01	7,057.67	7,410.73	7,781.18
0138	37.73	39.62	41.60	43.68	45.86	3,018.40	3,169.60	3,328.00	3,494.40	3,668.80	6,562.00	6,890.71	7,235.07	7,596.83	7,975.97
0139	38.67	40.61	42.64	44.77	47.01	3,093.60	3,248.80	3,411.20	3,581.60	3,760.80	6,725.49	7,062.89	7,415.95	7,786.40	8,175.98
0140	39.64	41.62	43.70	45.89	48.18	3,171.20	3,329.60	3,496.00	3,671.20	3,854.40	6,894.19	7,238.55	7,600.30	7,981.19	8,379.47
0141	40.63	42.66	44.79	47.03	49.38	3,250.40	3,412.80	3,583.20	3,762.40	3,950.40	7,066.37	7,419.43	7,789.88	8,179.46	8,588.17
0142	41.65	43.73	45.91	48.21	50.62	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60	7,243.77	7,605.52	7,984.67	8,384.68	8,803.83
0143	42.69	44.82	47.06	49.41	51.88	3,415.20	3,585.60	3,764.80	3,952.80	4,150.40	7,424.64	7,795.09	8,184.68	8,593.39	9,022.97
0144	43.75	45.94	48.24	50.65	53.18	3,500.00	3,675.20	3,859.20	4,052.00	4,254.40	7,609.00	7,989.88	8,389.90	8,809.05	9,249.07
0145	44.85	47.09	49.44	51.92	54.51	3,588.00	3,767.20	3,955.20	4,153.60	4,360.80	7,800.31	8,189.89	8,598.60	9,029.93	9,480.38
0146	45.97	48.27	50.68	53.21	55.87	3,677.60	3,861.60	4,054.40	4,256.80	4,469.60	7,995.10	8,395.12	8,814.27	9,254.28	9,716.91
0147	47.12	49.47	51.95	54.54	57.27	3,769.60	3,957.60	4,156.00	4,363.20	4,581.60	8,195.11	8,603.82	9,035.14	9,485.60	9,960.40
0148	48.30	50.71	53.25	55.91	58.70	3,864.00	4,056.80	4,260.00	4,472.80	4,696.00	8,400.34	8,819.48	9,261.24	9,723.87	10,209.10
0149	49.50	51.98	54.58	57.30	60.17	3,960.00	4,158.40	4,366.40	4,584.00	4,813.60	8,609.04	9,040.36	9,492.55	9,965.62	10,464.77
0150	50.74	53.28	55.94	58.74	61.67	4,059.20	4,262.40	4,475.20	4,699.20	4,933.60	8,824.70	9,266.46	9,729.08	10,216.06	10,725.65

APPENDIX C NINE-EIGHTY (9/80) WORK SCHEDULE

The Nine-Eighty (9/80) Work Schedule will consist of five (5) consecutive duty days for which the employee will work nine (9) hours per day for four (4) days and eight (8) hours per day for one (1) day, followed by two (2) consecutive days off; followed by four (4) consecutive duty days for which the employee will work nine (9) hours per day, followed by three (3) consecutive days off.

The employee’s workweek will be changed and will no longer be 12:01 a.m. Tuesday through 12:00 a.m. (midnight) Monday. It will be changed to midday of the employee’s “extra” day off to midday of the same day the following week. The Payroll Division of Finance will be notified of this workweek. For example:

Sunday	Monday	Tuesday	Wed	Thursday	Friday	Saturday
Off	9	9	9	9	8	Off
Off	9	9	9	9	Off	Off
Off						

The employee’s workweek will be from midday Friday to midday Friday.

At the discretion of the Finance Department head and based on operational needs, the Finance Department Customer Service Division may allow a regular day off on any day of the workweek.

An employee on a Nine-Eighty (9/80) Schedule will receive an unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

Overtime will be compensated in accordance with Article 12, Overtime.

APPENDIX D TWELVE-EIGHTY (12/80) WORK SCHEDULE

(AVAILABLE FOR UTILITIES PLANT OPERATOR III AND SENIOR UTILITIESPLANT OPERATORS ONLY)

The Twelve-Eighty (12/80) Work Schedule will consist of six (6) twelve (12)-hour shifts plus one (1) eight (8)-hour shift worked over the course of a two (2)-week pay period. It is agreed that the Twelve-Eighty (12/80) Work Schedule will only be implemented in conjunction with the implementation of a Twenty-Four (24)-Hour work schedule.

The starting times for the twelve-eighty (12/80) shift will be 0545 and 1745 hours. On the employee’s eight (8)-hour day, the starting times will be 0945 and 2145. This starting time may be adjusted in accordance with Article 9, Standard Tour of Duty.

The schedule will consist of four (4) consecutive duty days for which the employee will work twelve (12) hours per day for three (3) of those days and eight (8) hours per day for one (1) one of those days, followed by three (3) consecutive days off; followed by three (3) consecutive duty days for which the employee will work twelve (12) hours per day, followed by four (4) consecutive days off.

The employee’s workweek will be changed and will no longer be 12:01 a.m. Tuesday through 12:00 a.m. (midnight) Monday. The workweek will be changed to be from mid-shift of the employee’s eight (8)-hour day to the same time of day the following week. The Payroll Division of the Finance Department will be notified of this workweek.

In the example that follows, the workweek would be from mid-shift on Wednesday to that same time on the following Wednesday.

Sample Schedule: For Illustration Only

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12	12	12	8	Off	Off	Off
12	12	12	Off	Off	Off	Off

Employees assigned to a 12/80 schedule will have EITHER:

A paid lunch break of thirty (30) minutes coupled with one (1) fifteen (15) minute paid break, for a total of forty-five (45) minutes.

-OR-

A paid break of fifteen (15) minutes followed by a forty-five (45) minute lunch of which thirty (30) minutes is paid.

Employees will remain available by phone or radio, and are subject to recall at any time during their lunch break. In the event of a recall or missed lunch break, there will be no additional compensation.

Overtime will be compensated in accordance with Article 12, Overtime.

APPENDIX E UNIFORM SHIRTS & CAPS

Employees in the classifications listed below, or similar classifications in the Finance, Public Works, Community and Economic Development, Utilities Department or Parks, Recreation and Neighborhoods Departments, will wear uniform shirts and caps provided by the City as noted in Article 21.

Airport Maintenance Crew Leader	Maintenance Worker I/II
Airport Maintenance Worker	Operations Crew Leader
Building Maintenance Specialist	Parks Maintenance Crew Leader
Building Maintenance Technician	Parks Maintenance Mechanic
Construction Inspector	Senior Construction Inspector
Cross Connection Specialist	Senior Environmental Compliance Inspector
Custodian I/II	Senior Equipment Operator
Development Services Technician I	Senior Storeskeeper
Electrician – Traffic and Buildings	Storeskeeper
Electrician Assistant I/II/III	Traffic Operations Technician
Electrical and Instrumentation Technician	Traffic Striping Crew Leader
Environmental Compliance Inspector I/II	Tree Trimmer
Equipment Mechanic	Tree Trimmer Crew Leader
Equipment Mechanic Crew Leader	Senior Utilities Service Worker
Equipment Operator	Water Conservation Specialist
Equipment Service Technician	Water Meter Technician
Fleet Procurement Technician	Welder/Fabricator
Heavy Equipment Mechanic	Plant Mechanic Trainee I/II
Heavy Equipment Mechanic Crew Leader	Senior Plant Mechanic
Instrumentation Technician	Utilities Plant Operator Trainee I/II
Laboratory Analyst I/II/III	

APPENDIX E EQUIPMENT MECHANIC'S TOOL LIST

Minimum Requirements referred to in Article 22, EQUIPMENT MECHANIC TOOLS ALLOWANCE

<u>Qty</u>	<u>Class</u>	<u>Description</u>	<u>Dimension</u>
1	Storage	Tool Storage Mobile Cabinet or Combo	24,000 cu in
1	Standard 1/4	Ratchet	1/4
1	Standard 1/4	Extension	1/4 x 2
1	Standard 1/4	Extension	1/4 X 6
1	Standard 1/4	Socket set shallow	1/4 x 3/16-9/16
1	Standard 1/4	Socket set deep	1/4 x 3/16-9/16
1	Metric 1/4	Socket set shallow	1/4 x 4mm-15mm
1	Metric 1/4	Socket set deep	1/4 x 4mm-15mm
1	Standard 1/4	Socket set universal	1/4 x 3/16-9/16
1	Standard 3/8	Socket set shallow	3/8 x 1/4-7/8
1	Standard 3/8	Socket set deep	3/8 x 1/4-7/8
1	Standard 3/8	Socket spark plug	3/8 x 13/16
1	Standard 3/8	Socket spark plug	3/8 x 5/8
1	Metric 3/8	Socket set shallow	3/8 x 8mm-19mm
1	Metric 3/8	Socket set deep	3/8 x 8mm-19mm
1	Standard 3/8	Socket set universal	3/8 x 7/16-3/4
1	Standard 3/8	Ratchet	3/8
1	Standard 3/8	Extension	3/8 x 1 1/2
1	Standard 3/8	Extension	3/8 x 6
1	Standard 3/8	Extension	3/8 x 11
1	Standard 3/8	Joint universal	3/8
1	Standard 3/8	Socket torx	3/8 x E8-E18
1	Standard 3/8	Socket Allen driver	3/8 x 1/8-3/8
1	Metric 3/8	Socket Allen driver	3/8 x 4mm-14mm
1	Standard 3/8	Socket torx driver	3/8 x T27-T55
1	Standard 3/8	Socket set impact shallow	3/8 x 3/8-3/4
1	Standard 3/8	Socket set impact deep	3/8 x 3/8-3/4
1	Metric 3/8	Socket set impact shallow	3/8 x 8mm-24mm
1	Metric 3/8	Socket set impact deep	3/8 x 8mm-24mm
1	Standard 3/8	Joint impact universal	3/8
1	Standard 3/8	Adaptor	3/8 x 1/2
1	Standard 1/2	Adaptor	1/2 x 3/8
1	Standard 1/2	Adaptor	1/2 x 3/4
1	Standard 3/4	Adaptor	3/4 x 1/2
1	Standard 1/2	Breaker bar	1/2
1	Standard 1/2	Extension	1/2 x 2
1	Standard 1/2	Extension	1/2 x 5
1	Standard 1/2	Extension	1/2 x 11
1	Standard 1/2	Joint universal	1/2
1	Standard 1/2	Socket set shallow	1/2 x 7/16-1 1/4
1	Standard 1/2	Socket set deep	1/2 x 7/16-1 1/4
1	Metric 1/2	Socket set shallow	1/2 x 12mm- 27mm
1	Metric 1/2	Socket set deep	1/2 x 12mm- 27mm
1	Standard 1/2	Socket set impact shallow	1/2 x 7/16-1 1/4

<u>Qty</u>	<u>Class</u>	<u>Description</u>	<u>Dimension</u>
1	Standard	1/2 Socket set impact deep	1/2 x 7/16-1 1/4
1	Metric	1/2 Socket set impact shallow	1/2 x 12mm- 27mm
1	Metric	1/2 Socket set impact deep	1/2 x 12mm- 27mm
1	Standard	Wrench combination set	1/4 - 1 1/2
1	Metric	Wrench combination set	7mm - 27mm
1	Standard	Wrench flair nut	1/4 - 3/4
1	Metric	Wrench flair nut	9mm - 18mm
1	Standard	Wrench Allen	1/8 - 1/2
1	Metric	Wrench Allen	6mm - 12mm
1	Standard	Wrench adjustable	10 in
1	Standard	Wrench adjustable	6 in
1	Standard	Wrench pipe	2 in capacity
1	Standard	Screwdriver flat	1/8 x 6
1	Standard	Screwdriver flat	3/16 x 6
1	Standard	Screwdriver flat	3/16 x 10
1	Standard	Screwdriver flat	1/4 x 10
1	Standard	Screwdriver flat	1/4 x 12
1	Standard	Screwdriver Phillips	#0
1	Standard	Screwdriver Phillips	#1
1	Standard	Screwdriver Phillips	#2
1	Standard	Screwdriver Phillips	#3
1	Standard	Screwdriver Phillips	#4
1	Standard	Screwdriver pozidrive	#1
1	Standard	Screwdriver pozidrive	#2
1	Standard	Screwdriver pozidrive	#3
1	Standard	Screwdriver torx set	T6 - T30
1	Standard	Driver nut	1/4 - 1/2
1	Metric	Driver nut	6mm - 12mm
1	Standard	Pliers slip joint 2 position	8 in
1	Standard	Pliers slip joint 5 position	12 in
1	Standard	Pliers needle nose	6 in
1	Standard	Cutters diagonal	6 in
1	Standard	Pliers locking	7 in
1	Standard	Pliers retaining ring	Small
1	Standard	Pliers retaining ring	Medium
1	Standard	Pliers retaining ring	Large
1	Standard	Pliers wire stripper	
1	Standard	Pliers wire crimper	
1	Standard	Pry bar	small
1	Standard	Pry bar	large
1	Standard	Torque Wrench	1/2 in
1	Standard	Hammer ball peen	24 oz
1	Standard	Hammer ball peen	48 oz
1	Standard	Hammer Bronze	24 oz
1	Standard	Punch pin set	small
1	Standard	Punch pin set	medium
1	Standard	Punch pin set	large
1	Standard	Punch center set	small
1	Standard	Punch center set	large

Qty	Class	Description	Dimension
1	Standard	Chisel flat set	small
1	Standard	Chisel flat set	large
1	Standard	Gasket scraper	
1	Standard	Utility knife	
1	Standard	Magnetic pick up tool	Telescoping
1	Standard	Tape measure	12 ft
1	Standard	Gauge feeler set	.002 - .035
1	Metric	Gauge feeler set	.05mm - 1mm
1	Standard	Spark plug gap tool	
1	Standard	Caliper Vernier type	0 - 6in
1	Standard	Volt ohm meter digital	
1	Standard	Circuit tester	12 volt
1	Standard	Spring coupling disconnect set	
1	Standard	Oil filter wrench	
1	Standard	Wrench ignition set	
1	Standard	Seal puller	
1	Standard	Tire pressure gauge	
1	Standard	Wrench brake bleeder	1/4
1	Standard	Wrench brake bleeder	5/16
1	Standard	Wrench brake bleeder	3/8
1	Standard	Hack saw	

APPENDIX G MCEA MAINTENANCE CLASSIFICATIONS

ARTICLE 21 of this Memorandum (DRESS AND GROOMING Section (A) – Pants/Shorts) states: for those employees in all maintenance classifications who request to wear uniform type pants, the City shall provide uniform pants.

Classifications that perform maintenance functions that subject the employee's clothing to abnormal wear and tear, or damage are as follows:

Airport Maintenance Crew Leader
Building Maintenance Technician
Custodian I/II
Electrician Assistant I/II/III
Electrician – Traffic and Buildings
Electrical and Instrumentation Technician
Equipment Mechanic
Equipment Mechanic Crew Leader
Equipment Operator
Equipment Service Technician
Fire Equipment Mechanic
Fleet Procurement Technician
Heavy Equipment Mechanic
Heavy Equipment Mechanic Crew Leader
Water Quality Control Technician I
Maintenance Worker I/II
Operations Crew Leader
Parking Facilities Crew Leader
Parks Maintenance Crew Leader
Parks Maintenance Mechanic
Plant Mechanic Trainee I/II
Senior Equipment Operator
Senior Fire Equipment Mechanic
Senior Storeskeeper
Senior Utilities Plant Operator
Senior Utilities Services Worker
Storeskeeper
Traffic Operations Technician
Traffic Striping Crew Leader
Tree Trimmer
Tree Trimmer Crew Leader
Utilities Plant Operator Trainee, I/II
Utilities Services Worker I/II/III
Welder/Fabricator

APPENDIX H MCEA Labor Market Adjusted Classes

Classification	Year 1 Adjustment	Year 2 Adjustment	Year 3 Adjustment
Account Clerk II	2.5%	2.5%	
Accounting Technician	2.5%		
Administrative Office Assistant I	2.5%		
Administrative Office Assistant II	2.5%		
Administrative Office Assistant III	2.5%		
Administrative Services Technician I	2.5%		
Administrative Services Technician II	2.5%		
Airport Maintenance Worker	2.5%	2.5%	2.5%
Building Maintenance Specialist	2.5%	2.5%	
Building Maintenance Technician	2.5%		
Code Enforcement Officer NPU I	2.5%	2.5%	
Code Enforcement Officer NPU II	2.5%	2.5%	
Construction Inspector	2.5%		
Custodian I	2.5%		
Custodian II	2.5%		
Customer Services Account Clerk I	2.5%	2.5%	
Customer Services Account Clerk II	2.5%	2.5%	
Customer Services Account Technician	5.0%	2.5%	2.5%
Development Services Technician II	2.5%		
Electrical and Instrumentation Technician	2.5%		
Electrician Assistant I	2.5%		
Electrician Assistant II	2.5%		
Electrician Crewleader	2.5%		
Electrician Traffic & Building	2.5%		
Environmental Compliance Inspector I	2.5%		
Environmental Compliance Inspector II	2.5%		
Equipment Mechanic	2.5%	2.5%	
Equipment Mechanic Crewleader	2.5%	2.5%	
Equipment Operator	2.5%		
Exhibits Coordinator	2.5%		
Fleet Procurement Technician	2.5%		
Groundskeeper	2.5%	2.5%	2.5%
Head Groundskeeper	2.5%	2.5%	2.5%
Heavy Equipment Mechanic	2.5%		
Heavy Equipment Mechanic Crewleader	2.5%		
Lab Analyst I	2.5%	2.5%	2.5%
Lab Analyst II	2.5%	2.5%	2.5%
Lab Analyst III	2.5%		
Maintenance Planning Technician	2.5%	2.5%	
Maintenance Worker I	2.5%		

Classification	Year 1 Adjustment	Year 2 Adjustment	Year 3 Adjustment
Maintenance Worker II	2.5%		
Multimedia Designer	2.5%		
Operations Crewleader	2.5%		
Parking Services Crewleader	2.5%	2.5%	
Parks Maintenance Crewleader	2.5%		
Plant Mechanic I	2.5%		
Plant Mechanic II	2.5%	2.5%	2.5%
Production Technician	2.5%		
Senior Administrative Office Assistant	2.5%		
Senior Construction Inspector	2.5%		
Senior Customer Services Account Clerk	2.5%	2.5%	
Senior Equipment Operator	2.5%		
Senior Plant Mechanic	2.5%	2.5%	2.5%
Senior Utilities Plant Operator	2.5%	2.5%	2.5%
Solid Waste Enforcement Officer	2.5%		
Survey Party Chief	2.5%	2.5%	
Tree Trimmer	5.0%	2.5%	
Tree Trimmer Crewleader	5.0%	2.5%	
Utilities Plant Operator I	2.5%	2.5%	
Utilities Plant Operator II	2.5%	2.5%	2.5%
Utilities Plant Operator Trainee	2.5%	2.5%	
Welder/Fabricator	2.5%		