

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MODESTO

and the

MODESTO POLICE OFFICERS ASSOCIATION

Effective: July 1, 2019
Terminating: June 30, 2023

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MODESTO POLICE OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered by and between the management representatives of the CITY of Modesto (CITY) and the representatives of the Modesto Police Officers Association (MPOA) after meeting and conferring in good faith.

SECTION 1: TERM OF MEMORANDUM

- A. This Memorandum shall cover a term commencing at 12:01 a.m. on July 1, 2019, and ending at 12:00 a.m. (midnight) on June 30, 2023, and covers all matters which MPOA has the right to meet and confer with the CITY during said fiscal years.
- B. The CITY and MPOA agree to use the Interest Based Negotiations model for subsequent negotiations.

SECTION 2: 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.

SECTION 3: REPRESENTATION

This MOU covers the employees in the position classifications of Police Officer Trainee, Police Officer, Police Detective, Police Corporal, Police Sergeant, and Police Lieutenant (herein referred to as all members) which MPOA is certified as representing, and MPOA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this MOU.

Police Corporal, Police Sergeants, and Police Lieutenants herein referred to as Police Management.

SECTION 4: SALARY

- A. The parties agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit for the period commencing July 1, 2019 and ending June 30, 2023.

<u>Effective July 1, 2019 – June 26, 2023</u>	
<u>Classification Title</u>	<u>Salary Range</u>
Police Officer Trainee	304.0
Police Officer	308.0
Police Detective	312.0

Effective June 27, 2017

<u>Classification Title</u>	<u>Salary Range</u>
Police Officer Trainee	305.0
Police Officer	309.0
Police Detective	313.0

<u>Classification Title</u>	<u>Salary Range</u>
Police Corporal	603.0
Police Sergeant	611.0
Police Lieutenant	619.0

B. For purposes of this MOU, base salary range shall mean the salary range assigned to a specific classification as provided in Paragraph A, above. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this MOU in Exhibit A. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

1. Effective June 23, 2020, salary ranges shall be adjusted upward by a three (3%) percent as provided in Exhibit A & E (Schedule of Salary Ranges) of this MOU.
2. Effective June 22, 2021, salary ranges shall be adjusted upward additionally three (3%) percent as provided in Exhibit B & F (Schedule of Salary Ranges) of this MOU.
3. Effective June 21, 2022, salary ranges shall be adjusted upward by three (3%) percent as provided in Exhibit C & G (Schedule of Salary Ranges) of this MOU.
4. Effective June 20, 2023, salary ranges shall be adjusted upward by three (3%) percent as provided in Exhibit D & H (Schedule of Salary Ranges) of this MOU.

Effective June 25, 2019, each employee shall contribute one and one half percent (1.5%) of salary to an agreed upon Base as noted in the Safety Plan in the CalPERS Schedule of Amortization. Salary is defined as base wage and incentive pays.

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

1. Step A will normally be paid upon initial employment. The initial salary maybe set at a higher step only upon approval of the Department

Director and City Manager. In cases of exceptional performance, employees hired at a step greater than Step A, may be considered for their first step increase after thirteen (13) pay periods.

2. Step B shall be paid upon completion of 13 pay periods with an overall "satisfactory" performance evaluation.
 3. Steps C, D, and E shall be paid upon completion of 26 pay periods with an overall "satisfactory" evaluation.
 4. Merit step increases within the established salary range, may be granted in addition to those above, upon approval of the City Manager.
 5. When a step increase is denied, there shall be another performance evaluation of the employee within 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 shall be given in writing to the employee.
 6. Due to inferior work, lack of application, or indifferent attitude, an employee's step may be reduced to a lower step upon recommendation of the supervisor and approval of the department director. Right of appeal is provided under SECTION 34 (DISCIPLINARY APPEALS), given that the Public Safety Officers' Procedural Bill of Rights provides for an appeal. The reasons for the lowering of a step shall be given in writing to the employee.
 7. Upon promotion to Corporal, Sergeant, or Lieutenant, a minimum of five percent (5%) increase or Step A, whichever is greater, shall be granted within the new range, provided that the employee does not exceed Step E of the new range. When calculating the minimum of five percent (5%) increase, incentives that will be lost after promotion shall be used to calculate base step placement.
 8. All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.
- D. A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:01 a.m. (Midnight) Monday two weeks thereafter. The first pay period under this MOU shall commence at 12:01 a.m., Tuesday, July 1, 2014.
- E. As of September 1, 2016, all employees shall elect to receive their paycheck in the form of a 1) Direct Deposit or 2) a city issued bank card which will have the employee's salary deposited on each official pay day.
- F. Deferred Compensation for Police Management

1. The CITY shall provide access to a deferred compensation program authorized by the City Council for the voluntary participation of CITY employees. In addition, the CITY shall match on behalf of a participating employee in a regular position one and one-fourths percent (1.25%) of an employee's regular rate of pay on a bi-weekly basis; provided the employee is contributing at least two percent (2%).
2. For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY'S contribution shall increase to one and one half percent (1.5%); provided, the employee is contributing at least two (2%) percent.
3. Employees will be advised by the Personnel Department of this deferred compensation option upon initial promotion to an management positions. They may initiate enrollment at the time of initial promotion, or any time thereafter, by contacting the Employee Benefits Coordinator and completing the required forms.

SECTION 5: SPECIAL COMPENSATION

A. Field Training

Effective June 25, 2019, a Police Officer or Police Detective temporarily assigned to act as a Field Training Officer (FTO), while training a full-time Community Service Officer (CSO), Reserve Officer, or Police Officer for whom evaluation and training documentation is required, shall be provided a flat dollar amount of forty dollars (\$40.00) per day, effective from day one (1) of the assignment.

B. Acting Pay

1. Effective January 6, 2009, when assigned as an Acting Sergeant for more than one-half of the hours in a regular shift, an employee shall receive fifteen dollars (\$15.00) per shift as Acting Pay, regardless of the employee's work schedule. Such acting assignments require the approval of the employee's immediate supervisor and the Lieutenant.
2. Effective January 6, 2009, when an assignment as an Acting Sergeant extends beyond twenty-one (21) consecutive days, the Acting Sergeant shall begin receiving five percent (5%) Acting Pay, prospectively, in lieu of the \$15.00 per shift. Holidays and regularly scheduled days off shall not interrupt the calculation of consecutive days. Assignments as an Acting Sergeant for more than twenty-one (21) consecutive days shall require completion of a Personnel Action form.

C. Equestrian Overtime Pay

1. Officers assigned to the Equestrian Unit shall be compensated for three and four-tenths (3.4) hours of equestrian care and exercise, paid at time and one-half, for each pay period. Additional equestrian care outside of regularly scheduled duty hours shall be compensated at time and one-half when approved in advance by the Operations Division Commander. Work hours on regularly scheduled duty days may be adjusted by the department to permit equestrian training on duty time.
2. Sergeants assigned to the Equestrian Unit will be compensated for three and four-tenths (3.4) hours of Equestrian care at time and one-half for each two week pay period except when the Operations Division Commander has assigned the Sergeant release time for the conduct of such activity. Lieutenants assigned to the Equestrian Unit will be compensated at four and eight tenths percent (4.8%) for Equestrian care time. Corporals and Sergeants assigned to the Equestrian Unit will be compensated at time and one-half for time outside of regularly scheduled duty hours when approved in advance by the Operations Division Commander.

D. Canine Pay

1. The City and MPOA agree that the average amount of time required for proper kennel care is 28 minutes per day, (or 0.47 of an hour per day). This equates to 6.58 hours per pay period (0.47 of an hour times 14 days per pay period). This is based upon a survey of all Modesto Police Canine Handlers. Kennel care includes, but is not limited to, time spent in feeding, grooming, and cleaning the kennel area and personal vehicle used to transport the canine. Sergeants, Corporals or Lieutenants will not be assigned to handle working canines, but may be assigned to train, direct, supervise or manage canine unit operations. Corporals or Sergeants so assigned will be compensated at time and one-half for hours required for such duties which occur outside of regularly scheduled duty hours.
2. Effective February 22, 2005, the following formula shall be implemented for kennel care:
 - a. Officers assigned with a canine shall be paid 2.8 hours per pay period (0.2 of an hour per day times 14 days per pay period) at their regular rate of pay, at time and one-half.
 - b. The remaining 3.78 hours per pay period shall be compensated at straight time, and given to the officer as release time. Although it is understood the remaining 3.78 hours per pay period equates to 8.22

hours per month (3.78 hours per pay period times 2.175 pay periods per month), the CITY and MPOA agree the handler will receive 8.5 hours per month as release time. This release time shall be taken off in the same month as earned, and shall not accrue month to month. This time off shall be approved by the officer's immediate supervisor, subject to staffing needs of the department.

3. Kennel care hours in excess of 6.58 hours per pay period, as noted above, may be authorized when approved in advance by the canine Sergeant, the program Lieutenant, or a Captain. All other overtime hours worked including but not limited to, canine demonstrations, formal canine training and police work shall be compensated in accordance with SECTION 6 (OVERTIME) of this MOU. Regularly scheduled work hours on a scheduled duty day may be adjusted by the department to permit canine training that is scheduled for more than six (6) hours on a duty day.

E. Call Back Police Officers and Detectives

1. All employees shall have an obligation to perform call back duty. Call back duty is any work required to be performed outside the regularly scheduled shift, excluding pre or post extension of shift. Pre or post extension of shift is defined as call back to duty within two hours' time of the beginning or ending of a regular work shift. For call backs occurring within two hours' time of the beginning or end of a regular work shift, no call back minimum shall apply.
2. Compensation for call back duty shall be a four (4) hour minimum at time and one-half if the appearance time occurs with less than forty-eight (48) hours advance notification. If the appearance time occurs with forty-eight (48) hours or more advance notification, a two (2) hour minimum at time and one-half shall apply. The exception shall be, that if the appearance date and time falls on a regular day off, compensation for call back duty shall be a four (4) hour minimum at time and one-half if the appearance time occurs with less than seventy-two (72) hours advance notification.
3. If notification for call back occurs within two hours' time of the beginning of a regular work shift, overtime at time and one-half will be compensated beginning with the time of notification and concluding at the beginning of the shift.
4. If call back occurs within two hours' time of the ending of a regular work shift, overtime at time and one-half will be compensated beginning with the shift ending time and concluding with the completion of the work assignment.

F. Callback Police Management

1. All employees shall have an obligation to perform call back duty for emergency, exceptional or unusual conditions. Compensation for call back duty for Corporals and Sergeants shall be as follows, excluding pre or post extension of shift: a four (4) hour minimum at time and one-half if the appearance time occurs with less than 48 hours advance notification. If the appearance time occurs with 48 hours or more advance notification, a two (2) hour minimum at time and one-half shall apply. The exception shall be that if the appearance date and time falls on a regular day off, compensation for call back duty shall be a four (4) hour minimum at time and one-half if the appearance time occurs with less than 72 hours advance notification.
2. Pre or post extension of shift is defined as call back to duty within two (2) hours' time of the beginning or ending of a regular work shift. For call backs occurring within two (2) hours' time of the beginning or end of a regular work shift, no call back minimum shall apply.
3. If notification for call back occurs within (2) two hours' time of the beginning of a regular work shift, overtime at time and one-half will be compensated beginning with the time of notification and concluding at the beginning of the shift.

If call back occurs within two (2) hours of the ending of a regular work shift, overtime at time and one-half will be compensated beginning with the shift ending time and concluding with the completion of the work assignment. On-Call Duty

1. Defined:

On-Call Duty will be mandatory for all Detective I and Detective II employees assigned to Investigative Services Division (ISD). Detectives shall perform On-Call Duty in addition to regular duty, by being available during holidays, nights and weekends. On-Call duty for Detectives is separate and distinct from Court Overtime stand-by which is covered in the MPOA MOU, Section 7, Court Overtime, and which may require the officer with court duty to be present at work or in court.

2. Assignment:

On-Call Duty will be assigned on a rotational basis and scheduling shall be arranged as much as possible to provide for equitable rotation of the duty. There will be four (4) detectives assigned each week to On-Call Duty.

Generally, the Department will assign:

1. Two (2) Homicide Unit detectives.
2. Two detectives from the combined pool of Property Crimes Unit and Special Victims Unit.

Exception: The ISD Division Commander will have the discretion to *temporarily* defer from the above outline and adjust (increase) staffing needs or designate which ISD members will be placed on On-Call Duty, when operational needs call for such an adjustment.

3. Time Period:

Assignments to On-Call Duty shall normally be for seven (7) consecutive days. On-Call Duty assignment will begin on Tuesday at 0700 hours and run continuously until the following Tuesday at 0700 hours.

4. Trading Assignment:

Employees will be allowed to trade their assigned On-Call Duty assignment, only with prior supervisor approval. Generally detectives will be required to trade only with other detectives from their unit (i.e.: Homicide, Property, SVU), unless an exception is made by the ISD Division Commander.

Each Detective I and Detective II will be required to complete their annually assigned On-Call duty requirement.

5. Response Time:

On-Call Duty requires that employees assigned shall:

1. Provide a telephone number they can be reached.
2. Respond to telephone calls from the department.
3. Be able to respond to the location of assignment within a reasonable period of time, not to exceed sixty (60) minutes. Exceptions to the sixty-minute (60) restriction may be made by the ISD Division Commander.

6. Compensation:

An employee performing On-Call Duty for seven consecutive days shall be compensated twelve (12) hours at the employee's straight time rate, whether or not calls for service were received.

7. Vehicles:

Personnel assigned to On-Call Duty will follow the Modesto Police Department Policy regarding Vehicle Use (Policy Number 706).

G. Bilingual Pay

1. Employees who communicate orally in Spanish and/or Southeast Asian languages common to this area, who pass the CITY's proficiency examination and who agree to utilize this skill in the course of their duties, shall be eligible for two and three fourths percent (2.75%) Bilingual Pay. In the event an employee is multilingual, the maximum Bilingual Pay received by any employee remains at two and three-fourths percent (2.75%).
2. Proficiency in oral communications will be determined by an oral examination. Examination boards/panels will be convened as deemed necessary by the CITY. Three (3) people, recognized as being bilingual by the CITY, will sit on the examination panel. To pass the examination, two (2) of the three (3) panel members must agree that the employee is proficient in oral bilingual communication. If an employee passes the examination, Bilingual Pay will begin at the start of the next pay period.
3. Other languages may also qualify for bilingual pay, if a need is determined by the CITY. In this event, the above stated procedures will be utilized.
4. Bilingual Pay is compensation for active utilization of the bilingual skills in the workplace. Employees receiving Bilingual Pay who are out of the workplace for more than six (6) consecutive full pay periods shall cease receiving Bilingual Pay, unless the absent employee is on 4850 time. Employees absent on 4850 time shall cease receiving Bilingual Pay when the absence extends beyond twelve (12) full pay periods. Bilingual Pay shall resume immediately upon the employee's full time return to the workplace.
5. The Police Chief reserves the right to discontinue any employee's Bilingual Pay if the Chief determines that the bilingual services are not being effectively provided.

H. Master Police Officer

1. Effective June 25, 2019, members are eligible for Master Officer Pay upon meeting the below requirements.
 - a. Members are eligible for two and one half percent (2.5%) with a minimum of Ten (10) years of experience as a full time sworn Peace Officer AND three (3) years in a special assignment and/or

FTO

- b. Members are eligible for an additional two and one half percent (2.5%) for a total of five percent (5.0%) with a minimum of fifteen (15) years of service as a sworn Peace Officer AND two (2) years in an additional special assignment (within the officer's total years of service) OR experience as a FTO OR possession of a POST Instructor Certificate for at least one (1) year OR one (1) year of supervisory experience.
 - c. Members are eligible for an additional one percent (1.0%) for a total of six percent (6.0%) with twenty (20) years of service AND must meet requirements above.
2. Prior experience as a full time sworn Peace Officer at another agency/jurisdiction shall qualify to satisfy this requirement. The Chief of Police has the discretion to qualify other law enforcement career fields with similar job descriptions. This provision shall be construed broadly to assist employees to satisfy this requirement.
- a. Those employees who held status as Senior Officers or Senior Detectives (Fifteen (15) years' experience) as of August 9, 2016 (under the prior M.O.U.) are hereby grandfathered into and shall receive the Master Police Officer or Master Detective pay pursuant to Section G.2.
 - b. Employees who are grandfathered into Master Police Officer or Master Detective shall be deemed to have met all of the requirements for that Master Police Officer or Master Detective incentive.
 - c. As of August 9, 2016, employees who are not grandfathered into the Master Police Officer/Detective incentive pay shall be eligible to receive or increase Master Police Officer and Master Detective pay upon meeting the requirements as outlined in G.3.

When applicable, it will be the responsibility of each Police Officer or Detective to provide the City with their individual eligibility satisfying the above requirements. Upon receiving this eligibility, the employee will begin receiving the Master Police Officer or Master Detective pay they qualify for. It will be the City's responsibility to verify the employee's eligibility. If an employee does not submit the notification of eligibility once it is received, there will be no retroactivity back to the date of completion of the requirements.

I. POST Certification Pay

1. Upon ratification employees who possess an Intermediate POST Certificate shall be eligible for five (5%) percent certification pay.
2. Police Officers and Detectives shall be eligible for ten percent (10%) certification pay who possess an Advanced POST Certificate
3. Police Management who provide evidence that they have received an Advanced POST Certificate shall be eligible for five percent (5.0%) certification pay.
4. Employees who provide evidence that they have received a Supervisory POST Certificate shall be eligible for ten percent (10.0%) certification pay.
5. The maximum POST certificate pay shall be ten percent (10%).

J. Educational Incentive Pay Management:

Employees in the rank of Lieutenant who have completed one full year of service with the CITY, and who possess a Bachelor's Degree from an accredited institution shall be eligible for two and one-half percent (2 ½%) Educational Incentive Pay, subject to criteria established by the CITY.

Employees in the rank of Sergeant or Lieutenant who have completed one full year of service with the CITY, and who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for one and one-half percent (1.5%) Educational Incentive Pay, subject to criteria established by the CITY.

Employees in the rank of Lieutenant possessing both a bachelor's degree and masters, as provided above, shall be eligible for a maximum pay differential of four percent (4%) regardless of the number of degrees obtained.

K. Motorcycle Maintenance

Employees assigned a take home motorcycle shall be eligible for release time of up to four (4) hours per month (equal to 1.84 hours per pay period) for the maintenance of the motorcycle. This release time shall be taken off in the

same month as earned and shall not accrue month to month. This release time shall be approved by the officer's immediate supervisor, subject to staffing needs of the department.

L. Collateral Assignment Pay

Effective the pay period including June 30, 2019, Collateral Assignment Pay for Officers, Detectives, and Sergeants assigned to SWAT, CIT, or K-9 units shall receive a maximum of two and one half percent (2.5%).

Definitions:

1. Canine Handler (assigned to a Canine Unit)
 - a. Assignment is routinely and consistently assigned to handle, train and board a canine.
2. CIT
 - a. Assignment is routinely and consistently assigned to function as a liaison between special persons, groups or courts and the police/sheriff department
3. SWAT
 - a. Assignment is routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities.

Employees must maintain a meets expectations performance review to maintain collateral assignment.

M. Special Assignments - Sergeant

1. Effective the pay period including July 1, 2018, when a Sergeant is removed from regular patrol duties and assigned by the Chief or his/her designee to a special assignment, the Sergeant will be eligible for special assignment pay as provided below.

ISD Sergeant	5%
MNET/MCU Sergeant	5%
Traffic Sergeant	5%
IA Sergeant	5%
BHU/CRT Sergeant	5%
SDEA Sergeant	5%
SGU Sergeant	5%
FTO Coordinator Sergeant	5%
Admin Sergeant	5%
Recruitment Sergeant	5%
FTO Sergeant	1%

2. The parties recognize that the foregoing special assignment pays are made in recognition of additional duties assigned, including availability for call outs (bargaining unit members do not qualify for on call pay).
3. Special Assignments will be for a period of one year. However, the Department may renew an employee's Special Assignment for additional one-year terms so long as the employee receives a satisfactory performance review. No employee shall remain in a special assignment for more than four (4) consecutive years without express written authorization from the Chief of Police or designee.
4. Employees may be assigned to more than one Special Assignment. However, the maximum compensation for special assignments (regardless of number) is five percent (5%).

N. Special assignments – Police Officer

1. There shall be a four (4) consecutive year limit to the assignment of a Police Officer to special assignments. For all assignments made after July 1, 2014, the term of the assignment shall not exceed four (4) consecutive years. Absent of exceptional circumstances, employees who have completed four (4) consecutive years in special assignments (or five consecutive years if special assignment was made before July 1, 2014), must perform at least twelve (12) months of regular patrol duty before being assigned to another special assignment.
 - a) Detective I and Officers assigned to a special assignment are subject to a review of their previous annual evaluation prior to the beginning of their last consecutive year. The Detective I or Officer must show consistent rating of "professional" in the previous annual evaluation before approval by the Chief or his/her designee to complete the last consecutive year in the special assignment.
2. In the event an officer has fulfilled the maximum term limit and must vacate a special assignment, but the department has not received any interest from qualified applicants, the incumbent officer may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from qualified applicants during the one (1) year extension, the incumbent officer must vacate the special assignment at the end of the one (1) year extension in order to fill the position with an applicant. The one (1) year extension may be repeated if the preceding conditions persist.
3. Detective I are defined as Police Officers assigned to Investigations Division in the following details currently designated as:
 - a) Crimes Against Persons
 - b) Special Victims Unit

c) Crimes Against Property

4. Detective I assignments shall serve in a rotational assignment for a maximum of four (4) consecutive years. The employee's performance will be evaluated annually and must maintain a minimum rating of "professional" to remain in the assignment. Detective I's may be assigned responsibility of multiple case management. The Chief of Police or his designee may exercise, notwithstanding paragraph B above, at his discretion to extend this assignment beyond four (4) years.
5. Detective II
 - a) A Detective II may choose to rotate to patrol for up to four (4) years while maintaining his Detective II salary. If at any time while the Detective II works in the patrol assignment, and a Detective II position becomes open/unfilled, the Detective II is entitled to the first right of return to the open Detective II position. A Detective II may have the option of permanently rotating to patrol, and shall maintain the Detective II salary. When a Detective II elects to returns to patrol duties on a permanent or temporary basis, they will forgo Detective compensation (i.e. take home car, on call pay, etc.)
6. Special Assignments

Officers assigned to special assignments shall serve in a rotational assignment for a maximum of four (4) consecutive years. The employee's performance will be evaluated annually and must maintain a minimum rating of "professional" to remain in the assignment. The Chief of Police or his designee may exercise, notwithstanding paragraph B above, at his discretion to extend this assignment beyond four (4) years.

The duration of a special assignment shall be up to four (4) years with overall "Professional" annual performance evaluations in the assignment. The Chief of Police or his designee may exercise, notwithstanding paragraph B above, at his discretion to extend an employee's special assignment beyond four (4) years.

When assigned as a Detective I as provided in SECTION 22.B, the Police Officer will be eligible for five percent (5%) Detective I assignment pay.

With the exception of Detective I, when an officer is removed from regular patrol duties and assigned by the Chief or his/her designee to a special assignment as provided below, the Police Officer will be eligible for two percent (2%) special assignment pay.

Beginning June 27, 2017, with the exception of Detective I, when an officer is assigned by the Chief or his/her designee to a special

assignment as provided below, the Police Officer will be eligible for an additional two percent (2%) special assignment pay (total of 4%).

Beginning June 26, 2018, with the exception of Detective I, when an officer is assigned by the Chief or his/her designee to a special assignment as provided below, the Police Officer will be eligible for an additional one percent (1%) special assignment pay (total of 5%).

Employees who maintain multiple special assignments shall only be entitled to a maximum of five percent (5%) in special assignment compensation.

Definitions:

1. Beat Health/CRT (Housing Authority Officer/ Nuisance Abatement)
 - a. Assignment is routinely and consistently assigned to function as a liaison between special persons, groups, schools, non-profits, businesses or faith-based organizations and the police department.
2. CVGIT Officer
 - a. Assignment is routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities.
3. DUI Officer
 - a. Assignment is routinely and consistently assigned to enforce Driving Under the Influence (DUI) of alcohol or drug laws.
4. Gang Investigations Officer
 - a. Assignment is routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities.
5. MNET/MCU Officer
 - a. Assignment is routinely and consistently assigned to drug enforcement.
6. School Police Officer
 - a. Assignment is routinely and consistently assigned to enforce laws that restrict the activities of juveniles.
7. Recruit Training Officer
 - a. Assignment is routinely and consistently assigned to train employees.
8. SDEA/HITDA/CALMET/Drug Task Force Officer
 - a. Assignments are routinely and consistently assigned to drug enforcement.
9. SGU Officer
 - a. Assignment is routinely and consistently assigned to enforce laws relating to a group of individuals banded together for unlawful activities.
10. STANCATT Officer

- a. Assignment is routinely and consistently assigned to a detective or investigative division or intelligence duties.
- 11. Traffic Officer
 - a. Assignment is routinely and consistently assigned to direct traffic.
- 12. Warrants Officer
 - a. Assignment is routinely and consistently assigned to return a person to the custody of another jurisdiction.

O. Retention

1. Retention bonus has been established for the term of this MOU to address immediate escalating recruitment and retention issues that have resulted in the department's inability to fully staff basic patrol functions and special assignment needs. The inability to retain and recruit has resulted in a significant net loss of fully trained officers due to lateral opportunities at other agencies.
2. For the term of this contract, the City shall pay each member one thousand dollars (\$1,000) as a retention bonus on the second pay period in July of each year.
 - a. Employees must be a MPOA member in an active paid status at time of bonus pay date to be eligible.

- P. All other administrative policies and procedures regarding this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 6: OVERTIME

A. Overtime

1. Except as otherwise provided herein, non-exempt (Hourly) employees shall be compensated at a rate of time and one-half of their regular rate of pay for all time worked outside of their scheduled duty days as defined in SECTION 20 (WORK SCHEDULES), without regard to time actually worked in any day or given period of time.
2. It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of Department Directors to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of their employees. Each department shall 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, preplanned

and non-specialized overtime will be distributed equitably among qualified employees within the department.

3. All overtime worked must be reported by the employee to the supervisor the day or shift following the day or shift in which the overtime was worked.
4. Overtime shall be compensated at time and one-half and shall be paid or recorded as compensatory time, at the employee's discretion, except as follows: when working a voluntary overtime assignment where the funding is from a non-City of Modesto source and the funding is restricted as to its use, or where funding is from a City of Modesto non-General Fund restricted source, compensation shall be paid as overtime and shall not be recorded as compensatory time. Such restricted sources of funding shall include, but are not limited to, designated grants, special districts, state/federal transit and airport security, and non-General Fund parking revenue.
5. Lieutenants are designated as "exempt" from the overtime requirements of the FLSA. Corporals and Sergeants are designated as "non-exempt" from the overtime requirements of FLSA. Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as a part of their job requirements. The CITY has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.
6. All overtime worked by non-exempt employees shall be in accordance with existing Modesto Police Policy Manual – Policy No. 1038, as this Order may be modified from time to time, after meeting and conferring with respect to such modifications, if any. Overtime shall be reported by the employee to the supervisor the day or shift following the day or shift in which the time is worked.
7. A Sergeant temporarily assigned to act as a Lieutenant (in other than a Watch Commander assignment) for five (5) or more regularly scheduled, consecutive workdays shall be credited with five-tenths (0.5) hour compensatory time off per day, credited at straight time, retroactive to the first day of the assignment. Holidays and regularly scheduled days off shall not interrupt the calculation of consecutive workdays. A Sergeant temporarily assigned to act as a Watch Commander for six (6) or more hours in a day, shall be credited with seven-tenths (0.7) hour of overtime. A Lieutenant assigned to act at a higher rank by a Personnel Action Form for twenty (20) or more consecutive workdays, shall be paid five (5%) percent acting pay retroactive to the first day of the assignment.
8. Prior to promotion to Lieutenant, an employee shall be paid for one-half of all accrued compensatory time.

9. Lieutenants shall receive Management Leave (E-Time) of eighty (80) hours annually, to be advanced at the beginning of each calendar year. Lieutenants assigned to the collateral assignments of SWAT, CIT, and Equestrian may cash out Management Leave once annually during the pay period in which December 1 falls up to a maximum of eighty (80) hours. Lieutenants not assigned to one of the above collateral assignment may cash out Management Leave once annually during the pay period in which December 1 falls up to a maximum of sixty (60) hours.

B. Compensatory Time

1. Compensatory time-off may be taken with the mutual consent of the employee and the employee's supervisor or Department Director.
2. Employees hired prior to January 6, 2009 will be paid on a quarterly basis, for all compensatory time over two hundred forty (240) hours. Employees hired on or after January 6, 2009 will be paid on a quarterly basis for all compensatory time over two hundred (200) 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.

3. Employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided.
4. Employees should have regular working hours when feasible. Daily work schedules may be adjusted by mutual consent of the employee and supervisor or Department Director.

C. Police Lieutenant Stipend

1. Police Lieutenant employees shall not be eligible for overtime for extra hours worked to perform duties of their assigned positions, but are eligible for an hourly stipend under the following specific guidelines and only when expressly authorized by the Chief of Police, Assistant Chief or Division Captain.

Any work duties performed outside regularly scheduled hours that do not meet the below stipend eligibility requirements as determined by the Chief of Police will not require any additional compensation.

- a. When assigned to cover as a Patrol Watch Commander with the shift need requiring ten or more hours in length, six of which must be during peak hours (as identified below) or to meet the needs of the department as determined by the Chief of Police, Assistant Chief or Division Captain.
 - i. Consistent with the most recent analysis of patrol calls for service (CFS) and the identified needs of the department, peak hours are identified as Monday – Saturday 0800-2200.
 - ii. Peak hours will be reassessed yearly with the option to reopen by either party.

This need will most commonly arise when a watch commander is off-duty on a regularly scheduled work day due to vacation, school or other preapproved time off.

- b. Below is the established patrol minimum supervisor staffing levels for the 3/12.5 schedule. When minimum staffing levels are met and the need to fill the Watch Commander position exists, the senior sergeant should be assigned to fill the Watch Commander. Under these circumstances no lieutenant call back should occur unless approved by Chief of Police, Assistant Chief or Division Captain.

Time Period	Minimum supervisor staffing (Sergeants AND Lieutenants)
0600-1000	2
0900-0230	3
0230-0600	2

- c. Lieutenants electing to receive stipend pay for covering a Watch Commander shift shall not adjust any regular duty time in addition to receiving this pay. It is recognized that the intent of the stipend pay is to allow for lieutenant coverage at the Watch Commander position and should not create a situation where the covering lieutenant’s primary duty is left unfilled or the cause of additional supervisor overtime or stipend pay.
- d. Lieutenants approved to receive stipend pay as outlined above shall be compensated at a rate of \$62.50 per hour.

SECTION 7: COURT OVERTIME - NON-EXEMPT EMPLOYEES

- A. Court overtime shall be compensated at time and one-half of their regular rate of pay for time spent in court if such appearance is set within two hours’ time of the beginning or end of a regular work shift.

1. If set within two hours' time of the beginning of a regular work shift, overtime at time and one-half 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 hours' time of the ending of a regular work shift, overtime at time and one-half 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. Employees who have been subpoenaed for a court appearance shall 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. Checking of the court calendar shall be uncompensated. If the scheduled appearance falls during an employee's weekend, they shall be required to check the posted calendar at the end of their 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 shall not receive any overtime pay.
- C. A minimum of one (1) hour during a duty day, or a day off, at the employee's straight time rate shall be recorded when an employee has been subpoenaed for a court 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 at the employee's straight time rate shall be recorded if the employee is required to call back after 12:00 p.m. while off duty. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. Call-in pay shall only be recorded if the employee is not required to appear in court during the AM or PM in which the call-in was made, respectively.
- D. A court appearance outside of a regularly scheduled duty day shift shall be considered overtime and shall be compensated at time and one-half.
1. On a duty day or day off, and outside of the two hour gap, a minimum of four (4) overtime hours shall 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 shall 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 shall be recorded until the previous four (4) hour minimum shall have expired, at which time hour for hour overtime shall resume.

2. On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day off or vacation day must be approved prior to the date that a subpoena is received.
 3. Employees who schedule leave utilizing vacation, holiday or compensatory time off for the same day that the employee previously was subpoenaed for a court appearance, shall be compensated as if the employee was not on vacation, but working the employee's regularly assigned shift in accordance with SECTION 7 (COURT OVERTIME) of this MOU.
- E. For employees assigned to the 3/12.5 schedules for 4th platoon, the first duty day for 4th platoon (graveyard) at start of shift will be recognized as an RDO for court overtime purposes. The first scheduled RDO of 4th platoon at end of shift will be recognized as continuation of shift on a duty day. Court appearances beyond two hours at the end of shift will be considered a four (4) hour minimum.
 - F. Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay shall be paid at the straight time rate of pay for hours worked.
 - G. Retirees who have received a subpoena through the course and scope of their employment as a sworn officer are required to telephone the Court Liaison Officer prior to the court date to inquire whether the retiree must appear. A minimum of one (1) hour at the straight time pay rate shall be paid for this inquiry. An additional one (1) hour at the straight time pay rate shall be paid if the retiree is required to call back. The Police Chief shall establish a time that retirees must call the Court Liaison Officer. This compensation shall only be paid if the retiree is not required to appear in court.

Retirees who are required to appear in court through the course and scope of their employment as a sworn officer shall be paid a minimum of four (4) hours at the straight time pay rate for appearances before 12:00 PM. An additional minimum of four (4) hours at the straight time pay rate shall be paid for appearances after 1:00 PM.

A straight time pay rate is defined as the rate of pay the employee earned at the time of retirement.

- H. The CITY agrees to provide MPOA with an annual report summarizing court overtime cost and usage. MPOA agrees to work to effectively manage court overtime cost and usage.

SECTION 8: UNIFORMS AND UNIFORM ALLOWANCES

- A. Uniforms

All employees shall wear uniforms in accordance with the Police Department's Manual of Uniforms and Equipment.

The CITY shall provide required department approved safety equipment to all personnel assigned to special assignments or collateral assignments. Below is a list of assignments. Details of uniforms and mandatory equipment shall be identified in the Police Department's Manual of Uniforms and Equipment.

1. Canine
2. SWAT
3. Motor Officer (Full-time/Auxiliary)

B. Uniform Allowance

Each employee will be paid, a uniform allowance of one hundred one dollars and sixty-seven cents (\$101.67) per month. Uniform allowance is paid on a monthly basis on the second pay date of each month.

SECTION 9: TAKE HOME VEHICLES

- A. All Detectives who reside within a thirty-five (35) mile radius of the City of Modesto shall be assigned vehicles for overnight use. Other employees may be assigned vehicles for overnight use at the discretion of the Police Chief or designee. An employee who resides outside the thirty-five (35) mile radius may be assigned a vehicle for overnight use at the discretion of the Police Chief or designee. The CITY may require that a vehicle be turned in when an employee is scheduled to be absent from duty for more than three (3) duty days.
- B. All employees who are assigned take home vehicles and who reside beyond the thirty-five (35) mile radius shall reimburse the CITY for all commute miles in excess of the thirty-five (35) mile radius. Such reimbursements shall be paid monthly and shall be at the per mile fuel rate established by Fleet Services. Reimbursement shall not be required for any commute miles related to call backs. The fuel rates for sedans and motorcycles are subject to change effective July 1st of each year. MPOA will be notified of the rates by June 1st of each year and may request to meet and consult with the CITY on the fuel rate calculations.

SECTION 10: RETIREMENT

The City shall contract with the California Public Employees' Retirement System to provide for the following retirement benefits as are currently referenced to Sections from the Government Code:

- A. For employees hired prior to September 11, 2012, the pension benefit shall be as follows:
1. Effective June 19, 2001, three percent at age fifty (3% @ 50) Full Formula as provided in Section 21362.2.

2. Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5.
 3. One-Year Final Compensation as provided in Section 20042.
 4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.
 5. Benefits Payable to Surviving Spouse as provided in Section 21551.
 6. Surviving Spouse-Remarriage as provided in Section 21635.
 7. Military Credit as Public Service as provided in Section 21024.
 8. Classic Member employees shall pay a total of twelve percent (12%) employee contribution. Such payments shall be implemented pursuant to Internal Revenue Code Section 414(h)2, providing for pre-tax employee contributions.
- B. For employees hired on or between September 11, 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 shall be as follows:
1. Effective September 11, 2012, three percent at age 55 (3% @ 55) Full Formula as provided in Section 21363.1.
 2. Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5.
 3. Three Year Final Compensation as provided in Section 20037.
 4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.
 5. Benefits Payable to Surviving Spouse as provided in Section 21551.
 6. Surviving Spouse-Remarriage as provided in Section 21635.
 7. Military Credit as Public Service as provided in Section 21024.
 8. The employee shall pay the entire nine percent (9%) employee contribution. Such payments shall be implemented pursuant to Internal Revenue Code Section 414(h) 2, providing for pre-tax employee contributions.

- 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 point seven percent (2.7%) at age fifty-seven (57) with no optional pension enhancements. Employees receiving this formula will pay 50% of the City's normal cost rate as defined by CalPERS.

SECTION 11: RETIREE HEALTH INSURANCE

Police Officers and Detectives

- A. The City will no longer offer retiree medical plans through City's group plans effective July 1, 2014, 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.
- B. Central Valley Trust:

MPOA hereby acknowledges and agrees that it's Police Officers and Detectives have made the decision to sign a Joinder Agreement with the Central Valley Medical Trust and that this decision has been made independently of the City. The City of Modesto makes no representations or warranties regarding the Plan or Trust or the ability or willingness of the Plan or Trust to make payments or provide benefits to or on behalf of the Officers and Detectives of the MPOA or their dependents now or in the future.

The City of Modesto makes no representations or warranties regarding the taxation of the contributions to the Plan and/or Trust, the taxation of benefits paid under the terms of the Plan, or the compliance of the Plan and/or Trust with any state or federal tax laws. Participating members and former members shall be solely responsible for any state, federal or other taxes associated with their participation in the Plan and/or Trust.

Applicable officers, members and exclusive representatives shall indemnify, defend and hold harmless the City of Modesto, its employees and agents (collectively, the "Indemnified Parties") from and against any and all claims, liabilities and expenses, including without limitation all costs, taxes, liens, assessments, levies, penalties, claims for benefits, attorneys' fees, fines, damages and judgments, in connection with the participation of the MPOA and its members and former members in the Plan and/or Trust and in connection with the provision of benefits to members or former members of the MPOA.

- C. Eligible Employees hired before January 1, 2011:
 - 1. Retiree Medical Program

- a. Upon establishment and set up of the Central Valley Retiree Medical Trust, the City shall contribute a City contribution of \$25 per month retroactively effective July 1, 2014. Beginning January 1, 2015, the defined City contribution shall increase annually through January 1, 2019, by an additional \$10 per year, per employee each January. The defined City contribution shall be a maximum contribution of \$75 per month by January 2019.
- b. Employees who retire after five (5) continuous years of service in good standing may, on a one time basis, have ninety (90%) percent of their unused grandfathered sick leave converted to the Central Valley Retiree Medical Trust at the rate of eight (8) hours equals one month of contribution to purchase medical insurance.

2. 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:

<u>Non-Medicare Eligible Recipient</u>	<u>Medicare Eligible Recipient</u>
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. Upon retirement only, the City shall transfer contributions based on eligibility above into the retiree's individual account with the Central Valley Retiree Medical Trust. 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:

- i. 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.
 - ii. 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.
3. 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.
4. 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.
5. 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 consistent with the eligibility criteria set forth in subparagraph (C)(2)(a) 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.

D. Eligible Employees hired on or after January 1, 2011:

1. For employees hired on or after January 1, 2011, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee as described below:
 - a. Eligibility: Regular full time employees and employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions are eligible to receive a City contribution to a defined contribution retiree medical benefit plan, 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:
 - i. Initial Contribution: 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 contribution of \$2,400 deposited into a defined contribution retiree medical benefit plan account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on their hours worked.
 - ii. Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute for each eligible full time employee \$100.00 per month. For a full time employee, this equates to a maximum of \$1,200 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month. 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. Defined Contribution Retiree Medical Benefit Plan:
 - i. Contributions shall be made for each eligible employee in the form of a deposit into a City sponsored plan through ICMA in the form of a Health Reimbursement Arrangement (HRA). Plan program is subject to the below rules and regulations:
 - a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from CalPERS Retirement System, whichever is earlier.
 - b. Participants may defer accessing the account balance to any time beyond the earliest date described in (1).

- c. 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. 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.
- ii. Effective July 1, 2014, contributions for Police Officers and Detectives shall be made for each eligible employee in the form of a deposit into a sponsored plan through Central Valley Retiree Medical Trust.
 - a. Medical trust is subject to the rules and regulations established and subject to revenue rulings for these types of plans as promulgated.

Police Management

- I. Eligible Employees hired before January 1, 2011:
 - A. The City will no longer offer retiree medical plans through City's group plans effective August 26, 2014; however, retirees 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.
 - B. Retiree Medical Program
 - 1. The City shall contribute to a City sponsored defined contribution retiree medical benefit plan for each employee. Effective August 26, 2014, the City contribution will be \$25 per month. Commencing January 1, 2015, and continuing each year thereafter through January 1, 2019, the City contribution shall increase by an additional \$10 per month, per employee in January. The defined City contribution shall be a maximum contribution of \$75 per month by January 2019.
 - 2. Employees who retire after five (5) continuous years of service in good standing may, on a one time basis, have ninety (90%) percent of their unused grandfathered sick leave converted to the City sponsored defined contribution retiree medical benefit plan at the rate of eight (8) hours equals one month of contribution to purchase medical insurance.

C. Funding/Eligibility of Retiree Medical Program/Sick Leave Conversion

1. For each eight hours converted to the retiree medical program, the recipient shall be provided a monthly contribution under one of the following schedules:

<u>Non Medicare Eligible Recipient</u>	<u>Medicare Eligible Recipient</u>
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

- a. 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).
 - b. 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 coverage through their current employer, is covered under Retiree's current employer, or if Retiree does not purchase individual insurance for dependent.
 - c. Upon retirement only, the City shall transfer contributions based on eligibility above into the City's sponsored Retiree Health Reimbursement Arrangement (HRA) 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:
 - i. Upon Retirement – initial contributions will be made for the months following loss of coverage with City through either December 31st or June 30th, whichever date is earlier. Contributions will be deposited no later than 30 days after retirement date.
 - ii. 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) and July 31st (for months July - December) until exhaustion of sick leave conversion.
2. 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; however, if the retiree provides proof of coverage before June 15th, the retiree will be eligible for the July contribution. This will not result; however, in a reduction to the number of months the retiree is eligible to receive contributions in the future.

3. 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.
4. 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 consistent with the eligibility criteria set forth in subparagraph (I)(C)(1) 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.

II. Eligible Employees hired on or after January 1, 2011

- A. For 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 a Health Reimbursement Arrangement (HRA) account, as described below:

1. Eligibility: Regular full time employees and employees in regular positions budgeted less than eighty (80) hours per pay period or

job-shared positions 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.

2. City Contribution:

- a. Initial Contribution: 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 contribution of \$2,400 deposited into an HRA account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on their hours worked.
- b. Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute for each eligible full time employee \$100.00 per month for a full time employee, this equates to a maximum of \$1,200 per year after the initial eligibility period is met. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated amount per month. 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.

3. Access to Account Balance

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from CalPERS Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (i).
- c. 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.

4. Survivors of eligible retirees with account balances:

- a. 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.

- b. 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.

5. Forfeiture of account balance:

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.

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 divided by the total account balance for all participants applied to each individual account balance.

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.

SECTION 12: HEALTH, DENTAL, VISION INSURANCE

All employees in regular positions shall be eligible to participate in the health, dental and vision programs authorized by the CITY.

Employees may opt out of participation in a health plan, but shall continue to participate in the CITY dental and vision plans. The Opt-out option may only be exercised during the CITY's open enrollment period, or in coordination with spouse/domestic partner's open enrollment period, and requires that the employee show proof of alternate health coverage.

There shall be a waiting period for new employees before they become eligible for health, dental or vision insurance benefits. Eligibility shall start with the beginning of the payroll period following completion of two full pay periods.

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, with the employee responsible for the balance of the premium cost, if any.

Effective June 25, 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	\$249.00
Employee Only	\$311.00
Employee + One	\$556.00

Employee Plus Family	\$786
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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	\$254.00
Employee Only	\$317.00
Employee + One	\$567.00
Employee Plus Family	\$801.50

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	\$259.50
Employee Only	\$324.00
Employee + One	\$578.50
Employee Plus Family	\$817.50

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	\$264.00
Employee Only	\$330.00
Employee + One	\$590.00
Employee Plus Family	\$834

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	\$269.50
Employee Only	\$336.50
Employee + One	\$602.00
Employee Plus Family	\$850.50

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.

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. .

For employees who opt out of health coverage, the CITY contribution shall be equal to 80% of the designated CITY contribution for employees without dependent coverage.

For employees who opt out of health coverage, the CITY shall deposit to the employee's deferred compensation account an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the combined dental and vision premiums.

Employees in regular positions budgeted less than 80 hours per pay period or in job shared positions, shall receive premium contributions on a pro-rated basis.

Except as otherwise required by law, 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.

The CITY shall continue a Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums, for unreimbursed medical expenses and for dependent care costs.

The CITY agrees to provide the benefits described in this Section subject to carrier requirements. Selection of the insurance provider(s), shall be within the sole discretion of the CITY.

The CITY agrees to reopen this contract on or before December 31, 2017 to negotiate additional health insurance contributions and health insurance benefits.

The City shall pay members a monthly membership fee of twelve dollars (\$12) for each employee to utilize the fitness center located at 1018 13th Street, Modesto. The monthly fee shall not increase during the term of this Agreement.

SECTION 13: LONG TERM DISABILITY INSURANCE

Police Officers and Detectives

The CITY shall provide employees covered under this contract with a Long Term Disability program sponsored through PORAC. Said disability program covers all disabilities, ON or OFF duty, due to an accident, illness or pregnancy to age 65 if totally disabled and unable to work at any occupation. The CITY will pay a maximum of \$19.50 per month per officer and add to each officer's annual income when reporting

gross annual income as other related income for tax purposes. The purpose of this program is to provide said police officers a monthly benefit amount up to 66 2/3% of their monthly salary (to a maximum of \$7,500 in monthly salary) not to exceed \$5,000 payable per month when totally disabled. This benefit amount will be reduced by any income from other sources as stated in said policy. The Plan provides for a 60-day waiting period; however, this waiting period may be reduced for officers having less than 60 days of accumulated sick leave as stated in said policy.

Management

The CITY shall provide, at CITY expense, all employees with a Long Term Disability Insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds percent (66 2/3%) of the first \$12,000 per month in earnings, reduced by any income received from other sources. The plan provides from a 60 day waiting period, but if the disability lasts longer than 90 days; the disability payments will be retroactive to the 31st day.

SECTION 14: LIFE INSURANCE

Police Officers

The CITY shall provide all employees with term life insurance coverage in the amount of \$10,000. Employees shall have the option to buy additional coverage at their own expense.

Management

The CITY shall provide, at CITY expense, all employees with term life insurance coverages totaling \$120,000. Employees shall have the option to buy additional coverage at their own expense.

SECTION 15: PSYCHOLOGICAL COUNSELING PROGRAM

The CITY shall provide counseling/psychotherapy to all sworn personnel. Free counseling will also be provided to the dependents of sworn personnel up to a maximum of three (3) sessions. The services provided do not include medical prescription or specialized services such as inpatient substance abuse treatment. Employees who are disabled or unable to work their regularly assigned duties are not eligible for these services.

SECTION: MANAGEMENT TRAINING ALLOWANCE

Police Management may be eligible to receive a Training Allowance, subject to available funds and approval of the Police Chief. Program criteria and funding are at the discretion of the CITY.

SECTION 16: VACATION

The following vacation accrual rates shall be established for regular employees, and shall be used on an hour per hour basis.

Years of Continuous

Work Hours

<u>Service after Hire</u>		<u>Earned Annually</u>
During	0 - 5	80
Beginning	6	120
	7	128
	8	136
	9	144
	10	152
	11	160
	12	164
	13	168
	14	172
	15	176
	16	180
	17	184
	18	188
	19	192
	20	196
	21	200

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 Department. 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:

All vacation leave must be approved by the Department Director or designated representative.

Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall 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 or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

Negative Vacation:

Employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall 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 shall 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.

Vacation leave shall be compensated at the employee's regular hourly rate of pay to include all additional incentives.

An employee about to retire, or who is to be laid off, may utilize his/her accrual prior to the effective date of any such retirement or layoff. In lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the CITY.

In the event an employee leaving CITY service has taken vacation leave prior to the time all of the leave is earned, the employee shall reimburse the CITY for time used but not earned.

Employees are expected to take vacation leave to which they are entitled. Accumulation of vacation leave shall not exceed twice the employee's annual allowance except as approved by the City Manager for exceptional or extraordinary conditions.

Vacations shall be scheduled with both due regard for the employee's wishes and the needs of the CITY.

Employees leaving CITY service shall be paid for earned but unused vacation leave.

For officers assigned to patrol, seniority will be used to determine vacation schedules. Seniority vacation requests shall be submitted 1 month prior to each shift rotation and will be for subsequent shift rotation. Current shift rotations are March 1st through August 31st and September 1st through February 28th. If multiple requests are submitted prior to these dates, the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized. All first priority requests shall be considered in order of seniority prior to any second priority requests. All second priority requests shall be considered in order of seniority prior to any third priority requests. All other vacation requests will be determined on a first-come, first-served basis.

For all other officers and detectives, seniority vacation requests will be submitted to division commanders or his/her designee once per year by December 1st for the following calendar year. If multiple requests are submitted prior to this date, the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized. All first priority requests shall be considered in order of seniority prior to any second priority requests. All second priority requests shall be considered in order of seniority prior to any third priority requests. All other vacation requests will be determined on a first-come, first-served basis.

For management, seniority will be used to determine vacation schedules for those submitting requests by January 31 of each calendar year. Management will respond to the requests by February 28 of each calendar year. If multiple requests are submitted

prior to this date the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized. All first priority requests shall be considered in order of seniority prior to any second priority request. All second priority requests shall be considered in order of seniority prior to any third priority request. After January 31, vacation will be determined on a first come, first served basis.

The Police Chief shall have the right to determine the number of personnel on vacation at any one time.

All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 17: HOLIDAYS

The first pay period of January of each year, employees assigned to the 4/11 schedule shall be credited with one hundred and ten (110) hours of accrued holiday time, reduced by nineteen (19) hours as required by the 4/11 schedule, for a net of ninety-one (91) hours. See SECTION 20, C, (WORK SCHEDULES). In addition, the pro-rata portion of the MPOA Time Bank (SECTION 36) shall be deducted from the remaining ninety-one (91) hours. This time bank deduction shall occur the second pay period in January of each year. Employees assigned to the 4/11 schedule are not entitled to any additional compensation when the holiday falls on their regular work day.

The first pay period of January of each year, employees assigned to the 3/12.5 schedule shall be credited with one hundred and thirty seven and one half (137.5) hours of accrued holiday time, reduced by twenty seven and one half (27.5) hours as required by the 3/12.5 schedule, for a net of one hundred ten (110) hours. See SECTION 20, C, (WORK SCHEDULES). In addition, the pro-rata portion of the MPOA Time Bank (SECTION 36) shall be deducted from the remaining one hundred ten (110) hours. This time bank deduction shall occur the second pay period in January of each year. Employees assigned to the 3/12.5 schedule are not entitled to any additional compensation when the holiday falls on their regular work day.

The CITY recognizes the following holidays, which are valued at ten (10) hours (for a total of 110 hours) or for those on a twelve and a half (12.5) hour shift, twelve and a half (12.5) hours (for a total of 137.5 hours), regardless of the employee's work schedule. Holiday time taken off is taken on an hour-for-hour basis.

Floating Holiday
New Years Day
Dr. Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving

Christmas Day

- D. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- E. Whenever an employee (excluding those employees assigned to a 4/11 schedule) is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of ten (10) hours floating holiday time.
- F. Employees on leave without pay the last scheduled work day before and/or the first scheduled work day after a fixed holiday shall not receive holiday pay.
- G. On December 21, 1999, on a one-time basis, each employee's accrued holiday time shall be placed in a separate "grand fathered" holiday account. This time may be taken by the employee as time off, cashed out at straight time or carried over year to year.
- H. After December 21, 1999, each employee will be paid, as part of the last paycheck received in March, June, September, and December of each year, for all holiday time over one hundred (100) hours in their regular holiday account.
- I. Except for those employees on the 4/11 or the 3/12.5 schedule, employees may request payment of holiday time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided. Employees may request payment from either their regular holiday account or their "grand fathered" account.
- J. Employees on the 4/11 or the 3/12.5 schedule may cash out a maximum of ten (10) hours of holiday time from their regular holiday account, the first pay period in February of each year. (The first pay period in February is defined as the pay period in which February 1 falls.) All remaining holiday time in the employee's regular holiday account shall be taken as time off, or shall be forfeited at the end of each calendar year. (The end of the calendar year is defined as the last day of the last full pay period, ending on or before December 31.)

At the sole discretion of the Chief, a probationary Police Officer or Police Officer Trainee assigned to Field Training may be required to cash out all, or a portion, of their holiday time. The Chief shall determine the number of hours to be cashed out based on the timing and duration of the Field Training assignment and the needs of the Department.

- K. Prior to an employee's promotion to a management classification, all holiday time in excess of fifty (50) hours (regular holiday account and "grand

fathered" account combined), shall be compensated in cash at straight time rates.

- L. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 18: SICK LEAVE

After completion of six (6) full pay periods, an employee may use sick leave.

Sick leave shall accrue 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 rate. Such leave is used on an hour for hour basis.

Employees may accumulate up to two thousand two hundred (2,200) hours of sick leave.

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 vacation leave, workers' compensation (4850 time), bereavement leave, jury duty or temporary military leave.

In order to qualify for sick leave, an employee must be unfit for their work as a result of illness or injury. Sick leave shall not be used for an injury or illness arising out of or incurred in connection with outside employment.

Administration.

It shall be the responsibility and duty of the Chief or his/her designee to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.

Notice of Sickness. The employee's Watch Commander or immediate supervisor 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 their Watch Commander or immediate supervisor 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.

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.

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 Watch Commander or immediate supervisor. The Watch Commander or immediate supervisor may require a doctor's certificate for absences of less than three (3) consecutive days for employees who have received a Performance Improvement Plan (PIP) for attendance.

Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, and instances of misrepresentation or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.

Employees may use sick leave for occasional dental, pregnancy, or medical appointments for themselves, when it is not reasonably feasible to do so during off duty time.

Employees may use up to one-half of their annual sick leave accrual in any calendar year to attend to the illness of the employee's child, parent, spouse, self or registered domestic partner as provided in Section 233 of the Labor Code. Use of sick leave beyond this amount may not be used to attend an ill family member, except in the case of critical illness as determined by the CITY, or as authorized by the Police Chief.

Employees hired on or before December 31, 2010, shall have all accrued sick time transferred to a grandfathered sick leave bank effective June 30, 2014. All future sick leave earned on or after July 1, 2014 shall accrue in the employee's regular sick leave bank.

When taking sick leave, employees with grandfathered sick leave banks shall utilize sick leave hours accrued on or after July 1, 2014 before utilizing hours from the grandfathered bank.

Employees leaving CITY employment shall forfeit all unused sick leave except as follows:

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.

Employees who retire after five (5) years of service in good standing may, on a one-time basis, have ninety (90%) percent of their unused grandfathered sick leave converted to retiree medical program. See SECTION 11 (RETIREE HEALTH INSURANCE).

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

Wellness/Sick Leave Incentive

For the term of this contract, the Incentive Program allows employees to deposit the value of twenty-four (24) hours of regular sick leave into a Health Savings Account (HSA), or Flexible Spending Account (FSA) if eligible. If not eligible, employees may

elect to deposit into a Deferred Compensation Account. Amount is deposited the first pay period in December annually.

To be eligible, members must meet the following requirements:

Must have a balance of no less than 240 hours of regular sick leave for the fiscal year. Sick leave usage for the fiscal year must not exceed three (3) days based on work schedule at time of usage.

SECTION 19: MISCELLANEOUS LEAVE

Disability Leave

Leave for disability covered by workers' compensation shall conform to the provisions of Section 4850 of the State Labor Code. Under state law, sworn safety members of the Police Department receive full pay, including sick leave credit, up to one year for line-of-duty disability, and there is no charge against the employee's accrued sick leave under such circumstances. An employee who has exhausted 4850 time and whose sick leave has expired because of an on-the-job-injury may be granted additional sick leave upon recommendation of the City Manager and approval of the City Council.

Pregnancy Leave

Pregnant employees shall furnish the Department Director, no later than the fourth month of pregnancy, a statement of the medical provider indicating the estimated delivery date. A pregnant employee is entitled to pregnancy disability leave of up to four (4) months, as provided for by the California Department of Fair Employment and Housing. An employee may elect to take accrued vacation, compensating time off or sick leave during pregnancy disability leave, except that sick leave may only be used for that period of time during which the employee is sick or disabled. Reinstatement after such leave shall be to the same classification held prior to the leave.

Military Leave

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

Leave of Absence

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Normally, a leave of absence will not be granted to employees who have not completed a probationary period. Upon return from leave, the employee shall be reinstated in the position held at the start of the leave, or to another position in the same class. Failure to return promptly at the end of the leave, or within a reasonable period after notice to return to duty, shall be cause for dismissal.

An authorized absence without pay may be granted by the Department Director when an employee has exhausted all accumulated sick leave, compensatory time off, vacation or holiday time.

When an employee is absent without prior authorization and the absence is not due to illness or injury, the time absent shall be considered an unauthorized absence. During an unauthorized absence an employee is without pay and may lose benefits.

Upon becoming a candidate for public office, an employee may request and may be granted a leave of absence without pay to remain in effect for the period of candidacy.

The CITY may require an employee believed to be physically or mentally incapacitated for work to be examined by a designated physician and may require the employee to take a leave of absence. Any accrued sick leave may be used.

Family Leave

The CITY is in compliance with both State and Federal Laws providing for employee leaves for family and medical care as regulated by the California Department of Fair Employment and Housing and the Federal Department of Labor.

Family leave provides that after completion of one full year of service (and have worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

the birth, adoption or foster placement of a child; the employee's own serious health condition; or

the serious health condition of the employee's child, parent, spouse or registered domestic partner.

After a continuous absence of thirty (30) calendar days for any covered event described herein the employee shall be placed on family leave. While on family leave an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent, spouse or registered domestic partner. While on family leave, the CITY shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on "active" status, unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave.

Catastrophic Leave

Employees in regular positions shall be eligible to participate in the strictly voluntary catastrophic leave program. To be eligible, an employee must provide a written medical verification of long-term illness or injury, or have a member of the employee's immediate family with a long term illness or injury which results in the employee being requested to

take time off from work to care for that family member. The employee must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Employees who are receiving workers' compensation or long term disability benefits are not eligible for catastrophic leave. Catastrophic leave shall be coordinated with Family Leave with respect to CITY payment of insurance contributions.

When a Department Director has determined that an employee would benefit from the establishment of a leave bank and has approved an employee's request for Catastrophic Leave, the Department Director will notify the Personnel Office requesting the establishment of a leave bank in the employee's name. The Department Director will be responsible for notifying CITY employees of the need for donations. The Department Director will take necessary actions to help ensure that individual employee decisions to donate or not donate to a leave bank are kept confidential and that employees are not pressured to participate. All donations shall remain confidential.

The maximum time that may be initially donated into an employee's leave bank account is 1040 hours. To be eligible to receive more than the original 1040 hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work or the employee terminates.

An employee may donate vacation, holiday, grand fathered holiday, CTO or sick leave hours in increments of four (4) hours to a specific employee for which a leave bank has been created. An employee may donate leave only if their own total accrued leave balance(s) remains in excess of 168 hours. An employee may donate a maximum of 40 hours of sick leave to any one employee in a calendar year. Donated hours shall be credited to the leave bank of the affected employee as sick leave on an "as needed" basis. Once the authorized hours are credited to the leave bank of the affected employee, the donation of leave hours is irreversible.

When an employee is utilizing leave bank hours, they will not accrue any leave time.

Employees wishing to donate time shall complete and submit the required form to the Personnel Office. After review, the form will be forwarded to the Finance Department for payroll action and adjustment to donor and recipient's paid leave balance.

In no event shall donated time have the effect of altering the employment rights of the CITY or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The CITY reserves the right to modify or terminate an established leave bank program for any employee as it deems necessary.

Bereavement Leave

An employee may be granted up to three (3) days of bereavement leave by the Department Director in cases of death in the "immediate family" (mother, father, stepmother, stepfather, spouse, registered domestic partner, brother, sister, child, grandmother, grandfather, or mother or father of a spouse or registered domestic partner). In cases of necessity, two additional days of leave may be granted by the

Department Director, to be charged against accumulated sick leave. Under extraordinary circumstances, additional time may be granted by the City Manager. In the case of disagreement between an employee and the Department Director over use of bereavement leave or additional days under sick leave, the employee may request an immediate review by the City Manager.

Jury Duty

An employee summoned for jury duty shall inform the supervisor and, if required to serve, may be absent from work with full pay. Except for travel expenses and meal costs if required to travel outside of Modesto, all jury duty pay shall be remitted to the CITY for service on a work day. An employee shall report back to work when not selected or held as a juror.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 20: WORK SCHEDULES

Effective during the month of March 2017, employees covered by this MOU will generally work one of the following: a "5/2", "4/10", "4/11" or a "3/12.5" work week. Employees assigned to a special assignment may be assigned to work a 4/10, 4/11 or 3/12.5 schedule. Any special assignment work schedule not contained herein, shall be subject to meet and confer. Should the parties fail to reach agreement on a specific assignment work schedule, the CITY may implement a schedule to meet the needs of the department.

Four-Eleven (4/11) Schedule

The 4/11 work week shall consist of four (4) consecutive duty days for which the employee shall work eleven (11) hours per day, followed by four (4) days off, in a twenty-four (24) day work period.

Starting times for 4/11 shifts will be 0600, 1000, 1600, and 2000 hours. These starting shift times may be adjusted by mutual consent of the employee and their immediate supervisor.

The 4/11 schedule requires that employees work fifty-five (55) hours per year in addition to their regular schedule. Of these fifty-five (55) hours, thirty-six (36) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining nineteen (19) hours are owed to the CITY and shall be deducted from the employee's annual holiday entitlement. See SECTION 17 (HOLIDAYS).

Employees assigned to a 4/11 schedule will have a paid lunch break of thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.

Employees shall 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.

Three - Twelve Point Five 3/12.5 Schedule

1. The 3/12.5 work week shall consist of three (3) consecutive duty days for which the employee shall work twelve and one half (12.5) hours per day, followed by four (4) consecutive days off, in a twenty eight (28) day work period.

Generally the work hours are:

1 st Platoon	0600-1830
2 nd Platoon	0900-2130
3 rd Platoon	1400-0230 or 1500-0330
4 th Platoon	1830-0700

The basic work days are:

1 st Platoon/A Squad	Saturday, Sunday and Monday
1 st Platoon/B Squad	Wednesday, Thursday, Friday
2 nd Platoon/A Squad	Sunday, Monday, Tuesday
2 nd Platoon/B Squad	Thursday, Friday, Saturday
3 rd Platoon/A Squad	Sunday, Monday, Tuesday
3 rd Platoon/B Squad	Thursday, Friday, Saturday
4 th Platoon/A Squad	Monday, Tuesday, Wednesday
4 th Platoon/B Squad	Friday, Saturday, Sunday

C Squad basic work days and hours are as follows:

1 st Platoon	Tuesday	0600-1830
2 nd Platoon	Wednesday	0900-2130
3 rd Platoon	Wednesday	1500-0330
4 th Platoon	Thursday	1800-0630

The Department may adjust start times, platoons, squads, and assigned work days to meet department needs.

2. The 3/12.5 work week shall consist of three (3) consecutive duty days for which the employee shall work twelve and one half (12.5) hours per day, followed by four (4) consecutive days off, in a twenty-eight (28) day work period.
3. Employees assigned to the 3/12.5 schedule will owe the Department 130 hours per calendar year consisting of:

- a. 27.5 hours to be given back to the Department from the employee's holiday time bank.
- b. 60 hours via Adjusted Duty Days.

(1) Employees assigned to this schedule shall work six (6) ten (10) hour Adjusted Duty Days each calendar year.

Adjusted Duty Day. The Department may mandate an employee to work an Adjusted Duty Day but shall provide the employee fourteen (14) days' notice. An employee may choose to voluntarily waive the fourteen (14) day notice requirement. The Department may not mandate an employee to work an Adjusted Duty Day on Saturday, Sunday, a City observed Holiday or during the month of December.

ii. Adjusted Duty Days will generally be worked in the months of April, May, June, July, August and November.

iii. A member may elect not to work an Adjusted Duty Day. If approved by a supervisor, the member shall utilize an equivalent amount of available leave bank time in exchange for not working that Adjusted Duty Day.

- c. 42.5 hours via training days.

(1) Employees assigned to this schedule shall work forty two and one half (42.5) hours per calendar year as training days. These forty two and one half (42.5) hours will be scheduled as five 8.5 hour training days.

4. Employees shall be paid for 40 hours work at the straight time rate for each payroll week even though the employee is only scheduled to work 37.5 hours. Employees shall receive no additional compensation for working the 10 hour Adjusted Duty Days as these are specifically designed to repay the City for compensation advanced to the employees working this schedule. The City agrees that it is responsible for keeping an accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of this schedule.

5. Employees absent from work shall have an hour-for-hour deduction made to their leave banks as appropriate to the type of leave being taken by the employee. Thus, on 12.5 days, 12.5 hours shall be deducted. On 10 hour Adjusted Duty Days, 10 hours shall be deducted, unless the employee makes advance arrangements to otherwise makeup the 10 hours.

6. All worked performed in excess of regularly scheduled work hours, whether before or after a shift, or on an employee's days off shall be considered overtime and shall be compensated as overtime. If an employee works more than 10

hours during their flex day, they will receive overtime compensation for the hours in excess of 10 hours.

7. At an employee's request, the employee shall be granted a mandatory time off to ensure the employee has had eight (8) hours off duty after the completion of their last shift, and the beginning of their next shift. The 8 hours off can be a combination of personal time off and time off requested. It is the employee's responsibility to monitor their hours and notify a supervisor if they anticipate utilizing this provision for mandatory eight (8) hours off.

This provision only applies to regular work days, court appearances and mandatory overtime. The provision does not apply to work assignments that fall outside their normal work days (i.e. overtime shifts, outside work agreements. If an employee elects to implement this provision, they shall utilize an equivalent amount of available leave bank time for any time off resulting from this provision.

8. At shift change, the Chief or his designee may place no more than two probationary officers on every shift except 2nd Platoon. At shift change the Chief or his designee may place one probationary employee on 2nd Platoon.

Four-Ten (4/10) Schedule

1. The 4/10 work week shall consist of four (4) consecutive duty days for which the employee shall work ten (10) hours per day, followed by three (3) consecutive days off, in a twenty-eight (28) day work period.
2. Detective I's and Detective II's will have either a Friday or a Monday off, depending on unit assignments, in conjunction with Saturday and Sunday off.
3. All other members assigned to a special assignment shall work a 4/10 unless otherwise directed by the Chief of Police.
4. Employees assigned to this 4/10 schedule will have a paid lunch break of thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken
5. Employees shall 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.
6. Employees assigned to special units outside the Investigative Services Division may be assigned to work a schedule other than the 4/10 as part of that assignment.

Joint Power Agreements

Officers assigned to work outside the Department under the supervision of a multi-agency task force or Joint Powers Agreement (JPA) shall work a schedule as determined by the management of the task force or JPA.

Lunch Breaks

Employees in uniform or marked vehicles may take their lunch break at:

The Modesto Police Department, the MPOA Building or the fitness center regardless of the number of employees present.

Any place accessible to the public; as long as no more than four (4) marked police cars and no more than six (6) uniformed employees are present. This limitation may be extended at the discretion of the Watch Commander.

The employee's residence or the residence of an immediate family member (i.e., mother, father, spouse, registered domestic partner, brother, sister, child, grandmother, grandfather, or mother or father of their spouse or registered domestic partner). If the residence is more than one (1) mile outside the Modesto City limits, authorization from the Bureau Commander is required.

MPOA shall actively encourage its members to adhere to the provisions of this paragraph.

Regular Day Off Adjustments

Effective March 6, 2017, and subsequent calendar years, the Department may require members assigned to the Traffic Unit, Beat Health Unit or Street Gang Unit to work the following respective events. If the event falls on the member's regularly scheduled day off, or a day off due to City holiday, such requirement to work these events will be compensated at the employee's overtime rate:

Traffic Unit and SGU - Cinco de Mayo events weekend (two days)
Traffic Unit and Beat Health Unit - Fourth of July (one day)

The Department will endeavor to provide employees assigned to these units with as much notice as possible when requiring the member to work one of these events. The Department will give at least fourteen (14) calendar days' notice prior to the event.

If the requirement to work any of the above listed events creates a hardship for an employee due to a prior commitment (i.e., anniversary, birthday, reunion or other previously scheduled activity), the employee may be excused by the Division Commander.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 21: SHIFT BIDDING

Employees assigned to general police field duties within the Operations Division may bid for shift assignments based on seniority. Shift assignments are six (6) consecutive calendar months, commencing September 1, 2013. Determining seniority is defined in SECTION 28 (DEPARTMENTAL SENIORITY).

Subject to the remaining provisions of this paragraph, employees assigned to general police field duties may submit shift bids during the months of January and July for the following six-month shift rotation.

Following six (6) consecutive assignments to the same shift, an officer shall rotate off that shift by bidding for another shift assignment.

Each employee's bid will contain the following information:

Name
Badge Number
Notation of assignment to any specialized units
First choice of shift
Second choice of shift
Third choice of shift

The Department must post a seniority list of employees no later than December 1st and June 1st. Any objections to the posted seniority list shall be reported to the Operations Division Commander within ten (10) calendar days of the posting.

All police officers who have not successfully completed their initial probationary period prior to the posting of the seniority list, may be exempted from the shift bidding process at the discretion of the Operations Division Commander.

Officers assigned to specialized units such as S.W.A.T., C.I.T., K-9, Equestrian, and Field Training may also bid for shift assignments based on seniority within the department. However, it is understood that only one member may be assigned to a particular shift squad due to the need for adequate coverage by specialized units, or to prevent a concentration of those personnel on any one squad or shift.

Upon reaching the age of forty-eight (48), an employee may exercise the option in writing of not working between midnight and 5:00 a.m., unless otherwise provided for in this MOU.

Management Rights

Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, Bureau, Division, Unit or specialized position, or the discretion of the employer to assign and transfer employees to meet the operating requirements of the department, including temporary hardship needs of an employee.

The bid system shall not supersede Management Rights as stated in SECTION 2 of the MOU, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.

The Police Chief is the final authority in assigning personnel and such decisions shall not be subject to the grievance procedure, arbitration, or considered as discipline.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 22: MODIFIED DUTY

The CITY shall have a modified duty program, the objective of which is to provide productive, temporary job opportunities for injured or ill employees, whose labor can be performed within medical limitations.

A modified duty assignment shall be made when there is meaningful work to be performed, the work can be performed in a manner that is cost effective, and the work can be performed with the medical limitations identified by the treating or examining physician. A modified duty assignment shall not adversely affect other employees or the public.

Modified duty assignments are only temporary and the initial and any subsequent assignments shall be for a maximum period of twenty-five (25) working days each. At the end of each such period, the assignment shall be reviewed to determine appropriate steps. Assignments will be discontinued when the employee is discharged by the treating and examining physician to return to regular full duty or if the business needs of the department change.

Specific procedures for modified duty assignments shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 23: JOB SHARING

The CITY will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided the combined total scheduled hours do not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall not be eligible to receive any benefits for which the CITY pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half (1/2) of the CITY's contribution towards insurance premiums, as well as their own, if any. All other benefits for job sharing employees shall be as provided in the appropriate section of this MOU, but on a pro-rated basis based upon a total 80 hour pay period.

Each employee shall be notified in writing by the Department Director at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by

the Department Director with a minimum one week notice for scheduled changes. In the event that one employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 24: OUTSIDE EMPLOYMENT AND SERVICE AGREEMENTS

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.

The Police Chief is authorized, upon approval of the City Manager, to assign sworn personnel to CITY activities such as stakeouts, serving search warrants, conducting raids and performing other special police work, when such activities are not part of their normal case assignments. Personnel are to be paid for extra time worked at time and one-half. The personnel will complete any departmental prescribed forms and will sign on and off the work register at the Police Department.

The Police Chief is also authorized, upon approval of the City Manager, to assign personnel who volunteer to perform special police services on their off-duty time for employers separate and independent from CITY (private, public or non-profit) who will reimburse the CITY for the cost of such service. All such voluntary work shall be paid at straight time at the hourly rate equivalent to time and one-half of the pay rate for Police Officer at step E of the current salary range, rounded up to the next dollar, regardless of the employee's actual classification or pay step. However, employees performing such outside employment who are assigned to perform supervisory functions shall be paid at straight time at an hourly rate equivalent to time and one-half of the pay rate for Sergeant at Salary range 611, Step E, rounded up to the next dollar. The department shall maintain a list of volunteers for such Outside Service Agreements. All other requirements and procedures shall be as contained in the General Order for Outside Service Agreements. All other requirements and procedures shall be as contained in the General Order for Outside Service Agreements. Changes to this General Order shall be made at any time by the Police Chief, following fourteen (14) days written notice to MPOA. If MPOA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the change(s) will have on employees.

All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 25: RESIDENCY

There shall be no residency requirement for employees in the classifications represented by MPOA. Special assignments and duties may, at the discretion of the Police Chief, require a specified response time on the part of the employee.

SECTION 26: PERFORMANCE EVALUATIONS

There shall be periodic performance evaluations of all employees which shall be discussed with the employee and made a matter of record. If the evaluation shows an employee's work to be below standard, the supervisor shall take appropriate steps to encourage improvement, and may set a definite period in which improvement is expected; failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, or dismissal.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 27: DEPARTMENTAL SENIORITY

The parties agree to implement the following procedure in order to establish departmental seniority for new employees, or current City employees hired as Police Officer Trainee and Police Officer for the City of Modesto. The parties further agree that the establishment of this departmental seniority shall in no way effect the provisions of the MPOA MOU, SECTION 31 REDUCTION IN FORCE PROCEDURES; Personnel Rule 11, SEPARATION FROM THE SERVICE; nor Personnel Administrative Order 11-83-9, SEPARATION PROCEDURE.

Seniority shall be established upon the date the new employee, or current City employee, is sworn in as a "full-time police officer" for the City of Modesto. In the event more than one person is sworn in on the same date, preference shall be given in the following order.

1. Any person who has previous, full-time sworn law enforcement experience. In the event there are two or more candidates to be sworn in on the same date, seniority preference shall be determined by random selection.
2. Any person having graduated from a California POST certified academy. In the event there are two or more candidates to be sworn in on the same date, seniority preference shall be determined by the highest overall academy score. If any academy scores are tied, seniority will be determined by random selection.

SECTION 28: PROBATION

Employees shall serve a combined total probationary period of eighteen (18) months after appointment as a Police Officer Trainee. (Defined as from date of hire or promotion to Police Officer Trainee through the period of time they complete probation in the Police Officer classification.) Individuals, whose initial appointment is to the classification of Police Officer, shall serve a twelve (12) month probationary period. All appointments to the classification of Detective shall be for a probationary period of twelve (12) months. All appointments to Corporal, Lieutenant, or Sergeant shall serve a probationary period of twelve (12) months in each classification to which they are appointed. During the probationary period, the employee shall be evaluated on conduct, performance, attitude, adaptability and job knowledge. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished to the probationer.

Except when an employee has been terminated for cause, an employee released from probation during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 29: LATERAL POLICE OFFICER HIRING INCENTIVES

Definition of Lateral Police Officer -- The parties agree to the salary and benefit incentives for Lateral Police Officer new hires, as outlined below, effective July 17, 2003. For the purpose of receiving employment incentives, a "Lateral Police Officer" new hire is defined as one who meets all of the following criteria:

has at least one (1) year of sworn law enforcement experience, while in possession of a POST Basic Certificate, and
the one year of qualifying experience was with a California law enforcement agency, and
was employed as a sworn officer in a California law enforcement agency at the time of the City's offer of employment.

Salary Step Placement – This chart reflects the step placements which will normally be available to Lateral hires. Nevertheless, the Police Chief shall still retain the right to hire any employee at any step within the range, per MPOA MOU SECTION 4.C.1 (SALARY).

Possession of the necessary POST certificates (or the ability to obtain POST's verification of qualifications) within 30 days of hire is required to receive advanced placement.

Years of Law Enforcement Experience	Min POST Training Points	Min Education Points or Degree	Basic/INT/ADV	Step
1	0-14	0-14	Basic	B
2		Bachelors	INT	C
4	45	45	INT	C
4		Associate	INT	C
4		Masters	ADV	D
6	30	30	INT	C
6		Bachelors	ADV	D
8	15	15	INT	C
9	45	45	ADV	D
9		Associate	ADV	D
12	30	30	ADV	D

Step Increase – Consideration for step increase shall occur following completion of 13 full pay periods (approximately six months) from date of hire, and shall require an "exceptional" performance evaluation rating, per MPOA MOU SECTION 4.C.1 (SALARY).

Probationary Period – Individuals whose initial appointment is to the classification of Police Officer, shall serve a twelve (12) month probation.

Vacation Accrual – Vacation accrual will be based upon years of law enforcement service. Past service which will qualify for advanced vacation accrual shall be limited to sworn law enforcement work, excluding basic academy, voluntary or police reserve service. The Police Chief retains the right to determine qualifying service.

Years	Annual Hours	Years	Annual Hours
0-5	80	14	172
6	120	15	176
7	128	16	180
8	136	17	184
9	144	18	188
10	152	19	192
11	160	20	196
12	164	21+	200
13	168		

Equipment and Uniforms – In addition to equipment routinely provided to new hires, the City will provide reimbursement for two complete uniforms (two short sleeve and two long sleeve shirts, two pants, one trouser belt, one tie, one tie bar, one uniform hat, one pair uniform footwear, one shirt name plaque). The Police Chief shall establish a maximum reimbursable amount for the purchase of these uniform items. This one-time uniform reimbursement is in addition to the annual uniform allowance.

Court Appearances

If an employee is subpoenaed to court due to his/her prior law enforcement employment, the Police Chief may utilize any, or all, of the following options:

Provide regular pay if the court appearance occurs during the employee's regular duty day and shift

Adjust the employee's regular duty day or shift, to enable the court appearance to fall during duty time

Provide straight-time pay for court appearances on a non-duty day or shift, for actual time spent in court. No court overtime or court minimums shall apply.

Regular paid time shall not be granted for time spent in court on personal cases in which the employee is an interested party and the case is not connected with his/her official duties with a former law enforcement employer.

2. If the employee is compensated by the City of Modesto for time spent in court, and is eligible for compensation from the former employer or receives witness or other court fees, all such non-City of Modesto compensation and fees shall be turned over to the City of Modesto. (Employee may retain mileage allowance, if appropriate.) For lengthy court cases, the Police Chief reserves the right to limit City payment for court appearances on non-duty day/shifts.

SECTION 30: REDUCTION IN FORCE PROCEDURES

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. For purposes of establishing seniority for layoff, the ranks of Police Officer and Detective shall be considered a single classification. Nevertheless, the CITY retains the right to determine which ranks are subject to reduction.

Whenever there is a reduction in workforce, the CITY shall first 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. Employees with the least continuous CITY service shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

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 for which the minimum employment standards are met, provided that the employee has more continuous CITY service than the employee being bumped.

If there are no vacant positions or bumping possibilities, the CITY shall lay off employees within a department and classification. Employees with the least continuous CITY service shall be laid off first. All persons laid off shall have their names placed on the classification reinstatement eligible list.

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.

Names shall be placed on classification reinstatement eligible lists in the order of continuous CITY service. 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.

Any Detective who demotes or who is reinstated to the rank of Police Officer, shall subsequently be reinstated to the rank of Detective as vacancies arise, based on seniority. Said reinstatement to Detective shall be on a non-competitive basis if the reinstatement to Detective occurs within two (2) years of the layoff or demotion.

A reinstated employee shall be entitled to the following benefits.

Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).

Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the workforce.

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.

A person appointed from a reinstatement eligible list within six (6) months to the same classification held prior to layoff or demotion, will obtain regular status upon reinstatement, provided that they had completed probation in that class prior to layoff or demotion. Members demoted or laid off from a probationary position shall, upon reinstatement, be credited with time completed in probation. The credits shall be measured by calendar quarters. In the event that a full calendar quarter has not been completed, the member shall be credited with the amount of quarters completed. For example, an employee with four months of completed probationary time shall be credited with three months; should they have completed seven months of probation, they shall be credited with six months. All other persons appointed from a reinstatement list shall serve a new probationary period.

Employees laid off shall be paid for all accrued vacation, holidays and overtime. Accrued sick leave shall either be paid as provided for by the applicable rules, or may remain on the books in event of reinstatement. If reinstatement does not occur within two (2) years, sick leave shall be paid in accordance with the applicable rules at the employee's hourly rate of pay at the time of layoff.

The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.

Layoffs and demotions shall be made without regard to race, color, national origin, religion, sex, age, citizenship, or physical handicap.

Whenever any provision of this section conflicts with any other section of this MOU or any Personnel Rules or Personnel Administrative Orders, the provisions of this section shall prevail.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 31: NON-DISCIPLINARY ACTIONS – REVIEW

Non-disciplinary actions (hereafter "actions") are considered as any written communication, not addressed in SECTION 33 (DISCIPLINARY ACTIONS), from a supervisor to an employee intended to be maintained in any file for any amount of time, excluding personnel evaluations.

The following is an appeal procedure for the employee who believes that the non-disciplinary action contains factually erroneous information which is adverse to his/her interest:

Upon receipt of a non-disciplinary action, an employee shall have the right to file a written response within thirty days of receipt which shall be attached to the action.

If there are disputed facts contained in the action, the employee should document the disputed facts in his/her written response to and attempt to settle the dispute with the supervisor. If attempts to reach accord are unsuccessful, the employee may appeal the action.

If the employee wishes to appeal, he or she shall forward the action and response to the Police Chief via the chain of command. The Police Chief shall assign the appeal to sworn personnel, outside the chain of command of the employee, who normally investigate internal affairs, for a fact-finding investigation.

The investigation shall only confirm or deny the disputed facts of the appeal. The results of the investigation shall be documented and attached to the appeal. The appeal shall then be returned to the Police Chief for review.

The Police Chief shall review the appeal in its entirety. The Police Chief shall determine the matter by adopting the action in its entirety, modifying the action or rejecting the action. The Police Chief shall notify the employee of his decision in writing via the chain of command. No further appeal shall be permitted except in the event of any modification which invokes other appeal rights.

If the action is adopted or modified, it shall be maintained in the appropriate files for only the amount of time specified in the action and it shall contain all documentation, including but not limited to the action, the employee's response, the investigation report and the Chief's decision. If the action is rejected, it shall be returned to the employee and not maintained in any file.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 32: DISCIPLINARY ACTIONS

The following shall constitute cause for disciplinary action, including dismissal, demotion, disciplinary probation, suspension, and written reprimand, provided that, for Lieutenants, any economic sanctions imposed for disciplinary purposes shall be imposed only as authorized under FLSA legally binding authority.

Violation of the City Charter.

Violation of the Modesto Municipal Code.

Violation of the personnel Rules or Personnel Administrative Orders.

Fraud in securing employment.

Incompetency.

Inefficiency.

Inexcusable neglect of duty.

Insubordination.

Dishonesty.

Being under the influence of alcohol or controlled substances while on duty.

Inexcusable absence without leave.

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.

Discourteous treatment of the public or other employees.

Misuse of City property.

Violation of any established departmental rule, regulation, policy, general order and/or manual.

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.

Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, marital status, sex, sexual orientation, or age, against the public or other employees while acting in the capacity of a CITY employee.

Substantial and credible threats of violence or acts of violence against any City employee made in the course of employment which creates a hostile, abusive, or intimidating work environment. This will not preclude acts consistent with appropriate law enforcement practices or procedures.

The CITY may 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 lay-off.

The CITY may suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year. For Lieutenants, suspensions shall be issued and served in accordance with the Fair Labor Standards Act.

The CITY may dismiss an employee at any time for cause. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.

The CITY may place an employee on disciplinary probation for a specified period not to exceed one (1) year. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement as a condition to such status.

The CITY may issue a written reprimand to an employee at any time for disciplinary purposes.

The parties acknowledge, and the CITY shall continue to comply with, the provisions under the Public Safety Officers Procedural Bill of Rights (PSOPBR) Government Code Section 3300-3313. For employees' convenience, a copy of the PSOPBR is attached to this MOU.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 33: DISCIPLINARY APPEALS

Non-Arbitrable Appeals

A written reprimand is a non-arbitrable form of discipline issued by the Police Chief, and can only be appealed to the City Manager.

Upon receiving a written reprimand an employee may do one of the following:

Absent any appeal, and within thirty (30) calendar days of receiving the written reprimand, file a written rebuttal to the Police Chief. The rebuttal will be attached to the written reprimand and filed in the employee's personnel file.

Within thirty (30) calendar days of receiving a written reprimand, an employee may file a written request with the Personnel Director for an appeal to the City Manager. Upon receipt of the request, and within fifteen (15) calendar days, the City Manager will schedule a hearing. The hearing will be scheduled within thirty (30) days of the City Manager receiving the request. The City Manager will be the final appeal authority. After the City Manager's final decision is reached, and within thirty (30) calendar days of receiving the decision, the employee may submit a written rebuttal to the decision. The rebuttal shall be attached to the decision and filed in the employee's personnel file.

Arbitrable Appeals

Employees shall have the right to appeal any dismissal, suspension, step reduction, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoff, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, appeal shall be provided for through the process in SECTION 35 (GRIEVANCES).

A notice of appeal must be filed in writing with the Human Resources Director within thirty (30) days following written notice to the employee of the discipline.

Upon filing the notice of appeal, the city shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The CITY and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a hearing officer whether identified on the list or not.

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.

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 the hearing will constitute a withdrawal of the appeal and the discipline will stand and be final, unless the failure to appear is the result of a verifiable emergency that prevents the employee from attending the hearing. A verifiable emergency shall not include any situation where the employee fails to notify the Personnel Director by close of business on the day preceding the first day of the hearing unless said emergency occurs after the close of business. In all cases where the employee fails to attend the hearing and the hearing is postponed, the employee shall bear any and all hearing officer and/or court reporter costs associated with the postponement.

Oral evidence at the hearing shall be taken only on oath or affirmation.

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.

The hearing need not be conducted according to the provisions of the California Evidence Code, 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.

At the request of either of the parties, the CITY shall employ a competent court reporter to record the proceedings.

Parties to the proceedings shall include the appellant and a management employee from appellant's department. 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. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.

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.

The cost of the Hearing Officer and court reporter shall be divided equally between the CITY and the employee. The Hearing Officer and court reporter shall separately bill the CITY and the appellant for one-half of the cost of their respective services.

All other administrative policies and procedure shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 34: GRIEVANCES

The purpose of this Section is to establish a grievance procedure on wages, salaries, hours and working conditions for which appeal is not provided by other regulations. The procedure is a systematic means of obtaining further consideration of a problem after reasonable efforts to resolve it through discussion has failed. Grievances should be settled as near as possible to their source and in as informal a setting as possible.

An employee should first attempt to resolve a grievance through discussion with the supervisor without delay. If the employee is not satisfied with such discussion, then the employee has the right to talk with the supervisor's supervisor. If the employee does not agree with the decision reached through such discussion, within ten (10) days of the decision a formal written grievance may be filed. Informal grievances shall not be taken above the department or division head.

Formal written grievances shall be presented to the Department Director. The Department Director shall review the grievance with the employee. Employees have the right to be represented at any such reviews. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU SECTIONS or personnel practices and the specific remedy requested. The Department Director shall send a written decision to the employee within fifteen (15) days of receipt of the grievance. If the employee does not agree with the decision, or if no answer is received within fifteen (15) calendar days, the employee may present the grievance to the City Manager in writing. Failure of the employee to take further action within ten (10) calendar days of receipt of the decision, or within twenty-five (25) calendar days if no decision is rendered, shall be deemed withdrawal of the grievance.

The City Manager, or designated representative, shall review the grievance with the employee, the employee's representative, if any, and with all other appropriate persons. The City Manager may also appoint a fact-finding committee or other employee not in the normal line of supervision to give advice on the grievance. The City Manager shall render a decision to the employee in writing within twenty (20) calendar days after receiving the grievance. The decision of the City manager shall be final, unless the employee requests a hearing before a hearing officer.

If a hearing is requested, the CITY shall request a list of five (5) hearing officers from the State Mediation and Conciliation Service. The CITY and MPOA shall alternately strike names from the list until only one name remains and the remaining name shall be that of the hearing officer. At the conclusion of the hearing, the hearing officer shall make recommendations to the City Manager. The decision of the City Manager shall be final.

The time limits specified above may be extended to definite dates by mutual consent of the parties.

An employee may request assistance from another person of their choosing in preparing for and presenting a grievance at any level of review. Preparation of grievances shall not be done on CITY time or in CITY facilities.

Employees shall be assured freedom from reprisal for using the grievance procedure.

All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 35: MPOA TIME BANK AND PRESIDENT ASSIGNMENTS

Effective January 1st of each year each employee covered by this MOU shall contribute an equal amount of hours or portion thereof of regular holiday time to create a pool of eight hundred (980) hours to be used for MPOA business. The unused hours in any year shall be carried over to the next year. The maximum number of hours in Time Bank shall be capped at twelve hundred (1560) hours.

All Time Bank shall be used for MPOA business and shall be approved in advance by the MPOA President. MPOA shall endeavor to provide reasonable and timely notice for all Time Bank leave requests. This does not include MPOA time used for meet and confer or time as authorized by the Police Chief or designee.

MPOA time used that does not create a staffing shortage shall be deducted at straight time. A staffing shortage is defined as a situation where staffing levels are below established minimum standards at the time of the request.

In the event the use of Time Bank creates a staffing shortage, a volunteer shall be assigned to fulfill the vacancy created. The volunteer shall be paid a minimum of two (2) hours at straight time and any additional hours worked shall be paid at straight time at the employee's regular rate of pay from Time Bank.

Any employee in a non-exempt status exceeding the straight time hours exemption provided by the Fair Labor Standards Act, 29 U.S.C. Section 207 (k), shall be paid for such hours at time and one half. However, if no volunteers are available, the Police Chief, or designee, may order an employee to fulfill the vacancy created. The employee shall be paid a minimum of four (4) hours at time and one half and any additional hours worked paid at time and one half at the employee's regular rate of pay.

In the event where use of Time Bank creates a shortage in staffing that cannot be filled at the time of the request, the Police Chief retains the right to deny the use of Time Bank.

The MPOA President shall be provided with an assignment for the duration of their term, which is not included in minimum staffing counts, to provide the availability and flexibility required to fulfill the office, provided that:

When such assignment is outside the operations division, the department retains the right to make an assignment to ensure efficiency; such assignment is not subject to appeal.

When such assignment is inside the operations division and overall staffing minimums are met, the President will be assigned to an "L" car. When staffing minimums are projected to not meet minimum for a period of thirty (30) calendar days or more and with an eight (8) calendar day advance notice, the President shall be assigned a beat. Once staffing minimums are returned, the "L" car assignment shall be resumed.

SECTION 36: MPOA DEDUCTIONS

Upon receipt of a signed authorization from a member of MPOA, the CITY shall institute payroll deductions for association dues, I.U.O.E. 3 Credit Union obligations,

Modesto's First Federal Credit Union obligations and insurance premiums for MPOA sponsored plans. The authorization form shall be as provided by the CITY and any deductions shall be in accordance with applicable administrative procedures.

SECTION 37: MPOA BULLETIN BOARD

MPOA may post organizational material or bulletins in spaces designated by the CITY. The CITY reserves the right to disapprove the posting of any material.

SECTION 38: JOB ACTIONS

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

SECTION 39: NON-SMOKER HIRING PREFERENCE

Recruitments initiated for the positions covered by this MOU shall state that a preference shall be given to applicants who are non-smokers, all other qualifications being equal.

SECTION 40: FURLOUGH LEAVE BANK

There is no cash value to the furlough bank hours. MPOA members may use furlough bank hours prior to using sick time or vacation time.

SECTION 41: PENDING ISSUES

The parties agree to meet and confer during the term of this MOU regarding the following issues once comprehensive information has been obtained. In an attempt to reach a mutual agreement regarding the following issues, it is agreed neither party may impose upon the other party any changes of terms and conditions, nor exercise the provisions set forth in Section 1206 of the Modesto City Charter.

SECTION 42: NON DISCRIMINATION

The CITY and MPOA agree that the provisions of this MOU shall be applied without favor or discrimination based on race, religion, color, creed, ancestry, age, national origin, marital status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, union or association activity. They agree to recognize, respect and support the CITY's commitment to non-discrimination in employment as set forth in the CITY's Equal Opportunity Plan and CITY's Policy Against Harassment and Discrimination. MPOA agrees to encourage its members to assist in the implementation of that program.

MPOA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, ancestry, age, national origin, marital status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, job classification or employment status.

MPOA recognizes the CITY must comply with the statutory provisions of the Americans with Disabilities Act (ADA). The ADA requires accommodations for individuals protected under the Act, and that these accommodations be determined on an individual, case-by-case basis. The MPOA 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. Should compliance with ADA provisions necessitate amendments to this MOU of Understanding, upon fifteen (15) working days written notice from the CITY, MPOA shall agree to meet and confer. Such notification shall include supporting documentation indicating the basis for required changes to this Agreement. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 43: APPLICABLE LAW

Nothing in this MOU shall be construed as abrogating any rights that either party hereto has under the Meet and Confer provisions of the Government Code of the State of California. Each party shall also retain those rights granted by local, state or federal law which cannot otherwise be modified by this MOU.

SECTION 44: SEVERABILITY

If any provision of this MOU is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.

The CITY and MPOA agree to meet as soon as possible to agree on a substitute provision to that deemed contrary to law. If the CITY and MPOA are unable to agree on a substitute within thirty (30) days of the initial meeting, the matter shall be postponed until the contract negotiations are reopened.

The parties acknowledge that during the negotiations which resulted in this MOU, 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 MOU. The express provisions of this MOU for its duration, therefore, constitute the complete and total contract between the CITY and MPOA with respect to wages, hours and other terms and conditions of employment. Any prior or existing MOU 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 MOU, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this MOU, including compensation; provided, however, that the CITY may make changes to the personnel rules and administrative orders consistent with rights MPOA has to meet with the CITY and after fulfilling any obligation the CITY has to meet and confer in good faith.

All pertinent ordinances and resolutions shall be revised to conform with this MOU. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this MOU unless modified according to the provisions of this MOU.

Parties agree to form a committee to discuss scheduling and load bearing vests.

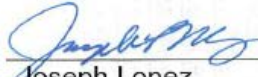
Parties agree to reopener if Health Insurance premiums exceed five percent (5%) increase annually.

Parties agree to reopener on Field Training Officer Pay if schedules change.

SECTION 45: APPROVAL


This MOU shall be presented to the Modesto City Council for approval and shall not be binding until so approved.

CITY OF MODESTO



Joseph Lopez
City Manager

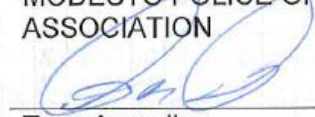
1/6/20
Date

Acting


Christina Alger
Director of Human Resources

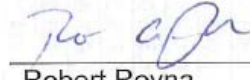
12/20/19
Date

MODESTO POLICE OFFICERS
ASSOCIATION



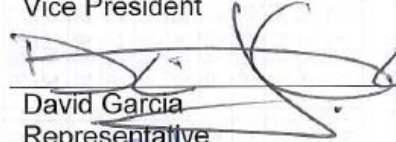
Tony Arguelles
President

12/18/19
Date




Robert Reyna
Vice President

11/21/19
Date



David Garcia
Representative

11/18/19
Date



Daniel Starr
Vice President

12/18/19
Date

Exhibit A

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 20/21
EFFECTIVE: JUNE 23, 2020**

	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	30.00	31.50	33.08	34.73	36.47	2,400.00	2,520.00	2,646.40	2,778.40	2,917.60	5,217.60	5,478.48	5,753.27	6,040.24	6,342.86
0302	30.75	32.29	33.91	35.60	37.38	2,460.00	2,583.20	2,712.80	2,848.00	2,990.40	5,348.04	5,615.88	5,897.63	6,191.55	6,501.13
0303	31.52	33.10	34.75	36.49	38.32	2,521.60	2,648.00	2,780.00	2,919.20	3,065.60	5,481.96	5,756.75	6,043.72	6,346.34	6,664.61
0304	32.31	33.93	35.62	37.40	39.27	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60	5,619.36	5,901.11	6,195.03	6,504.61	6,829.84
0305	33.12	34.78	36.51	38.34	40.26	2,649.60	2,782.40	2,920.80	3,067.20	3,220.80	5,760.23	6,048.94	6,349.82	6,668.09	7,002.02
0306	33.95	35.64	37.43	39.30	41.26	2,716.00	2,851.20	2,994.40	3,144.00	3,300.80	5,904.58	6,198.51	6,509.83	6,835.06	7,175.94
0307	34.80	36.54	38.36	40.28	42.29	2,784.00	2,923.20	3,068.80	3,222.40	3,383.20	6,052.42	6,355.04	6,671.57	7,005.50	7,355.08
0308	35.67	37.45	39.32	41.29	43.35	2,853.60	2,996.00	3,145.60	3,303.20	3,468.00	6,203.73	6,513.30	6,838.53	7,181.16	7,539.43
0309	36.56	38.38	40.30	42.32	44.43	2,924.80	3,070.40	3,224.00	3,385.60	3,554.40	6,358.52	6,675.05	7,008.98	7,360.29	7,727.27
0310	37.47	39.34	41.31	43.38	45.55	2,997.60	3,147.20	3,304.80	3,470.40	3,644.00	6,516.78	6,842.01	7,184.64	7,544.65	7,922.06
0311	38.41	40.33	42.34	44.46	46.68	3,072.80	3,226.40	3,387.20	3,556.80	3,734.40	6,680.27	7,014.19	7,363.77	7,732.48	8,118.59
0312	39.37	41.34	43.40	45.57	47.85	3,149.60	3,307.20	3,472.00	3,645.60	3,828.00	6,847.23	7,189.85	7,548.13	7,925.53	8,322.07
0313	40.35	42.37	44.49	46.71	49.05	3,228.00	3,389.60	3,559.20	3,736.80	3,924.00	7,017.67	7,368.99	7,737.70	8,123.80	8,530.78
0314	41.36	43.43	45.60	47.88	50.27	3,308.80	3,474.40	3,648.00	3,830.40	4,021.60	7,193.33	7,553.35	7,930.75	8,327.29	8,742.96
0315	42.39	44.51	46.74	49.08	51.53	3,391.20	3,560.80	3,739.20	3,926.40	4,122.40	7,372.47	7,741.18	8,129.02	8,535.99	8,962.10
0316	43.45	45.63	47.91	50.30	52.82	3,476.00	3,650.40	3,832.80	4,024.00	4,225.60	7,556.82	7,935.97	8,332.51	8,748.18	9,186.45
0317	44.54	46.77	49.11	51.56	54.14	3,563.20	3,741.60	3,928.80	4,124.80	4,331.20	7,746.40	8,134.24	8,541.21	8,967.32	9,416.03
0318	45.65	47.94	50.33	52.85	55.49	3,652.00	3,835.20	4,026.40	4,228.00	4,439.20	7,939.45	8,337.72	8,753.39	9,191.67	9,650.82
0319	46.79	49.13	51.59	54.17	56.88	3,743.20	3,930.40	4,127.20	4,333.60	4,550.40	8,137.72	8,544.69	8,972.53	9,421.25	9,892.57
0320	47.96	50.36	52.88	55.52	58.30	3,836.80	4,028.80	4,230.40	4,441.60	4,664.00	8,341.20	8,758.61	9,196.89	9,656.04	10,139.54
0321	49.16	51.62	54.20	56.91	59.76	3,932.80	4,129.60	4,336.00	4,552.80	4,780.80	8,549.91	8,977.75	9,426.46	9,897.79	10,393.46
0322	50.39	52.91	55.56	58.33	61.25	4,031.20	4,232.80	4,444.80	4,666.40	4,900.00	8,763.83	9,202.11	9,663.00	10,144.75	10,652.60
0323	51.65	54.23	56.95	59.79	62.78	4,132.00	4,338.40	4,556.00	4,783.20	5,022.40	8,982.97	9,431.68	9,904.74	10,398.68	10,918.70
0324	52.94	55.59	58.37	61.29	64.35	4,235.20	4,447.20	4,669.60	4,903.20	5,148.00	9,207.32	9,668.21	10,151.71	10,659.56	11,191.75
0325	54.27	56.98	59.83	62.82	65.96	4,341.60	4,558.40	4,786.40	5,025.60	5,276.80	9,438.64	9,909.96	10,405.63	10,925.65	11,471.76

Exhibit B

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 21/22
EFFECTIVE: JUNE 22, 2021**

	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	30.90	32.45	34.07	35.78	37.56	2,472.00	2,596.00	2,725.60	2,862.40	3,004.80	5,374.13	5,643.70	5,925.45	6,222.86	6,532.44
0302	31.68	33.26	34.92	36.67	38.50	2,534.40	2,660.80	2,793.60	2,933.60	3,080.00	5,509.79	5,784.58	6,073.29	6,377.65	6,695.92
0303	32.47	34.09	35.80	37.59	39.47	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60	5,647.18	5,928.93	6,226.34	6,537.65	6,864.62
0304	33.28	34.94	36.69	38.53	40.45	2,662.40	2,795.20	2,935.20	3,082.40	3,236.00	5,788.06	6,076.76	6,381.12	6,701.14	7,035.06
0305	34.11	35.82	37.61	39.49	41.46	2,728.80	2,865.60	3,008.80	3,159.20	3,316.80	5,932.41	6,229.81	6,541.13	6,868.10	7,210.72
0306	34.97	36.71	38.55	40.48	42.50	2,797.60	2,936.80	3,084.00	3,238.40	3,400.00	6,081.98	6,384.60	6,704.62	7,040.28	7,391.60
0307	35.84	37.63	39.51	41.49	43.56	2,867.20	3,010.40	3,160.80	3,319.20	3,484.80	6,233.29	6,544.61	6,871.58	7,215.94	7,575.96
0308	36.74	38.57	40.50	42.53	44.65	2,939.20	3,085.60	3,240.00	3,402.40	3,572.00	6,389.82	6,708.09	7,043.76	7,396.82	7,765.53
0309	37.65	39.54	41.51	43.59	45.77	3,012.00	3,163.20	3,320.80	3,487.20	3,661.60	6,548.09	6,876.80	7,219.42	7,581.17	7,960.32
0310	38.59	40.52	42.55	44.68	46.91	3,087.20	3,241.60	3,404.00	3,574.40	3,752.80	6,711.57	7,047.24	7,400.30	7,770.75	8,158.59
0311	39.56	41.54	43.61	45.79	48.08	3,164.80	3,323.20	3,488.80	3,663.20	3,846.40	6,880.28	7,224.64	7,584.65	7,963.80	8,362.07
0312	40.55	42.58	44.70	46.94	49.29	3,244.00	3,406.40	3,576.00	3,755.20	3,943.20	7,052.46	7,405.51	7,774.22	8,163.80	8,572.52
0313	41.56	43.64	45.82	48.11	50.52	3,324.80	3,491.20	3,665.60	3,848.80	4,041.60	7,228.12	7,589.87	7,969.01	8,367.29	8,786.44
0314	42.60	44.73	46.97	49.32	51.78	3,408.00	3,578.40	3,757.60	3,945.60	4,142.40	7,408.99	7,779.44	8,169.02	8,577.73	9,005.58
0315	43.67	45.85	48.14	50.55	53.08	3,493.60	3,668.00	3,851.20	4,044.00	4,246.40	7,595.09	7,974.23	8,372.51	8,791.66	9,231.67
0316	44.76	47.00	49.34	51.81	54.40	3,580.80	3,760.00	3,947.20	4,144.80	4,352.00	7,784.66	8,174.24	8,581.21	9,010.80	9,461.25
0317	45.88	48.17	50.58	53.11	55.76	3,670.40	3,853.60	4,046.40	4,248.80	4,460.80	7,979.45	8,377.73	8,796.87	9,236.89	9,697.78
0318	47.02	49.37	51.84	54.43	57.16	3,761.60	3,949.60	4,147.20	4,354.40	4,572.80	8,177.72	8,586.43	9,016.01	9,466.47	9,941.27
0319	48.20	50.61	53.14	55.79	58.58	3,856.00	4,048.80	4,251.20	4,463.20	4,686.40	8,382.94	8,802.09	9,242.11	9,703.00	10,188.23
0320	49.40	51.87	54.47	57.19	60.05	3,952.00	4,149.60	4,357.60	4,575.20	4,804.00	8,591.65	9,021.23	9,473.42	9,946.48	10,443.90
0321	50.64	53.17	55.83	58.62	61.55	4,051.20	4,253.60	4,466.40	4,689.60	4,924.00	8,807.31	9,247.33	9,709.95	10,195.19	10,704.78
0322	51.90	54.50	57.22	60.08	63.09	4,152.00	4,360.00	4,577.60	4,806.40	5,047.20	9,026.45	9,478.64	9,951.70	10,449.11	10,972.61
0323	53.20	55.86	58.65	61.59	64.67	4,256.00	4,468.80	4,692.00	4,927.20	5,173.60	9,252.54	9,715.17	10,200.41	10,711.73	11,247.41
0324	54.53	57.26	60.12	63.13	66.28	4,362.40	4,580.80	4,809.60	5,050.40	5,302.40	9,483.86	9,958.66	10,456.07	10,979.57	11,527.42
0325	55.89	58.69	61.62	64.70	67.94	4,471.20	4,695.20	4,929.60	5,176.00	5,435.20	9,720.39	10,207.36	10,716.95	11,252.62	11,816.12

Exhibit C

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 22/23
EFFECTIVE: JUNE 21, 2022**

	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	31.83	33.43	35.10	36.85	38.69	2,546.40	2,674.40	2,808.00	2,948.00	3,095.20	5,535.87	5,814.15	6,104.59	6,408.95	6,728.96
0302	32.63	34.26	35.97	37.77	39.66	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80	5,675.01	5,958.50	6,255.90	6,568.96	6,897.67
0303	33.45	35.12	36.87	38.72	40.65	2,676.00	2,809.60	2,949.60	3,097.60	3,252.00	5,817.62	6,108.07	6,412.43	6,734.18	7,069.85
0304	34.28	36.00	37.80	39.69	41.67	2,742.40	2,880.00	3,024.00	3,175.20	3,333.60	5,961.98	6,261.12	6,574.18	6,902.88	7,247.25
0305	35.14	36.90	38.74	40.68	42.71	2,811.20	2,952.00	3,099.20	3,254.40	3,416.80	6,111.55	6,417.65	6,737.66	7,075.07	7,428.12
0306	36.02	37.82	39.71	41.69	43.78	2,881.60	3,025.60	3,176.80	3,335.20	3,502.40	6,264.60	6,577.65	6,906.36	7,250.72	7,614.22
0307	36.92	38.76	40.70	42.74	44.87	2,953.60	3,100.80	3,256.00	3,419.20	3,589.60	6,421.13	6,741.14	7,078.54	7,433.34	7,803.79
0308	37.84	39.73	41.72	43.80	45.99	3,027.20	3,178.40	3,337.60	3,504.00	3,679.20	6,581.13	6,909.84	7,255.94	7,617.70	7,998.58
0309	38.79	40.73	42.76	44.90	47.14	3,103.20	3,258.40	3,420.80	3,592.00	3,771.20	6,746.36	7,083.76	7,436.82	7,809.01	8,198.59
0310	39.76	41.74	43.83	46.02	48.32	3,180.80	3,339.20	3,506.40	3,681.60	3,865.60	6,915.06	7,259.42	7,622.91	8,003.80	8,403.81
0311	40.75	42.79	44.93	47.17	49.53	3,260.00	3,423.20	3,594.40	3,773.60	3,962.40	7,087.24	7,442.04	7,814.23	8,203.81	8,614.26
0312	41.77	43.86	46.05	48.35	50.77	3,341.60	3,508.80	3,684.00	3,868.00	4,061.60	7,264.64	7,628.13	8,009.02	8,409.03	8,829.92
0313	42.81	44.95	47.20	49.56	52.04	3,424.80	3,596.00	3,776.00	3,964.80	4,163.20	7,445.52	7,817.70	8,209.02	8,619.48	9,050.80
0314	43.88	46.08	48.38	50.80	53.34	3,510.40	3,686.40	3,870.40	4,064.00	4,267.20	7,631.61	8,014.23	8,414.25	8,835.14	9,276.89
0315	44.98	47.23	49.59	52.07	54.67	3,598.40	3,778.40	3,967.20	4,165.60	4,373.60	7,822.92	8,214.24	8,624.69	9,056.01	9,508.21
0316	46.10	48.41	50.83	53.37	56.04	3,688.00	3,872.80	4,066.40	4,269.60	4,483.20	8,017.71	8,419.47	8,840.35	9,282.11	9,746.48
0317	47.26	49.62	52.10	54.70	57.44	3,780.80	3,969.60	4,168.00	4,376.00	4,595.20	8,219.46	8,629.91	9,061.23	9,513.42	9,989.96
0318	48.44	50.86	53.40	56.07	58.88	3,875.20	4,068.80	4,272.00	4,485.60	4,710.40	8,424.68	8,845.57	9,287.33	9,751.69	10,240.41
0319	49.65	52.13	54.74	57.47	60.35	3,972.00	4,170.40	4,379.20	4,597.60	4,828.00	8,635.13	9,066.45	9,520.38	9,995.18	10,496.07
0320	50.89	53.43	56.11	58.91	61.86	4,071.20	4,274.40	4,488.80	4,712.80	4,948.80	8,850.79	9,292.55	9,758.65	10,245.63	10,758.69
0321	52.16	54.77	57.51	60.38	63.40	4,172.80	4,381.60	4,600.80	4,830.40	5,072.00	9,071.67	9,525.60	10,002.14	10,501.29	11,026.53
0322	53.47	56.14	58.95	61.89	64.99	4,277.60	4,491.20	4,716.00	4,951.20	5,199.20	9,299.50	9,763.87	10,252.58	10,763.91	11,303.06
0323	54.80	57.54	60.42	63.44	66.61	4,384.00	4,603.20	4,833.60	5,075.20	5,328.80	9,530.82	10,007.36	10,508.25	11,033.48	11,584.81
0324	56.17	58.98	61.93	65.03	68.28	4,493.60	4,718.40	4,954.40	5,202.40	5,462.40	9,769.09	10,257.80	10,770.87	11,310.02	11,875.26
0325	57.58	60.46	63.48	66.65	69.98	4,606.40	4,836.80	5,078.40	5,332.00	5,598.40	10,014.31	10,515.20	11,040.44	11,591.77	12,170.92

Exhibit D

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 23/24
EFFECTIVE: JUNE 20, 2023**

	HOURLY					BI-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	32.79	34.43	36.16	37.96	39.86	2,623.20	2,754.40	2,892.80	3,036.80	3,188.80	5,702.84	5,988.07	6,288.95	6,602.00	6,932.45
0302	33.61	35.30	37.06	38.91	40.86	2,688.80	2,824.00	2,964.80	3,112.80	3,268.80	5,845.45	6,139.38	6,445.48	6,767.23	7,106.37
0303	34.45	36.18	37.99	39.89	41.88	2,756.00	2,894.40	3,039.20	3,191.20	3,350.40	5,991.54	6,292.43	6,607.22	6,937.67	7,283.77
0304	35.32	37.08	38.94	40.88	42.93	2,825.60	2,966.40	3,115.20	3,270.40	3,434.40	6,142.85	6,448.95	6,772.44	7,109.85	7,466.39
0305	36.20	38.01	39.91	41.90	44.00	2,896.00	3,040.80	3,192.80	3,352.00	3,520.00	6,295.90	6,610.70	6,941.15	7,287.25	7,652.48
0306	37.10	38.96	40.91	42.95	45.10	2,968.00	3,116.80	3,272.80	3,436.00	3,608.00	6,452.43	6,775.92	7,115.07	7,469.86	7,843.79
0307	38.03	39.93	41.93	44.03	46.23	3,042.40	3,194.40	3,354.40	3,522.40	3,698.40	6,614.18	6,944.63	7,292.47	7,657.70	8,040.32
0308	38.98	40.93	42.98	45.13	47.38	3,118.40	3,274.40	3,438.40	3,610.40	3,790.40	6,779.40	7,118.55	7,475.08	7,849.01	8,240.33
0309	39.96	41.95	44.05	46.25	48.57	3,196.80	3,356.00	3,524.00	3,700.00	3,885.60	6,949.84	7,295.94	7,661.18	8,043.80	8,447.29
0310	40.96	43.00	45.15	47.41	49.78	3,276.80	3,440.00	3,612.00	3,792.80	3,982.40	7,123.76	7,478.56	7,852.49	8,245.55	8,657.74
0311	41.98	44.08	46.28	48.60	51.02	3,358.40	3,526.40	3,702.40	3,888.00	4,081.60	7,301.16	7,666.39	8,049.02	8,452.51	8,873.40
0312	43.03	45.18	47.44	49.81	52.30	3,442.40	3,614.40	3,795.20	3,984.80	4,184.00	7,483.78	7,857.71	8,250.76	8,662.96	9,096.02
0313	44.10	46.31	48.62	51.05	53.61	3,528.00	3,704.80	3,889.60	4,084.00	4,288.80	7,669.87	8,054.24	8,455.99	8,878.62	9,323.85
0314	45.21	47.47	49.84	52.33	54.95	3,616.80	3,797.60	3,987.20	4,186.40	4,396.00	7,862.92	8,255.98	8,668.17	9,101.23	9,556.90
0315	46.34	48.65	51.09	53.64	56.32	3,707.20	3,892.00	4,087.20	4,291.20	4,505.60	8,059.45	8,461.21	8,885.57	9,329.07	9,795.17
0316	47.49	49.87	52.36	54.98	57.73	3,799.20	3,989.60	4,188.80	4,398.40	4,618.40	8,259.46	8,673.39	9,106.45	9,562.12	10,040.40
0317	48.68	51.12	53.67	56.35	59.17	3,894.40	4,089.60	4,293.60	4,508.00	4,733.60	8,466.43	8,890.79	9,334.29	9,800.39	10,290.85
0318	49.90	52.39	55.01	57.76	60.65	3,992.00	4,191.20	4,400.80	4,620.80	4,852.00	8,678.61	9,111.67	9,567.34	10,045.62	10,548.25
0319	51.15	53.70	56.39	59.21	62.17	4,092.00	4,296.00	4,511.20	4,736.80	4,973.60	8,896.01	9,339.50	9,807.35	10,297.80	10,812.61
0320	52.42	55.05	57.80	60.69	63.72	4,193.60	4,404.00	4,624.00	4,855.20	5,097.60	9,116.89	9,574.30	10,052.58	10,555.20	11,082.18
0321	53.74	56.42	59.24	62.20	65.31	4,299.20	4,513.60	4,739.20	4,976.00	5,224.80	9,346.46	9,812.57	10,303.02	10,817.82	11,358.72
0322	55.08	57.83	60.72	63.76	66.95	4,406.40	4,626.40	4,857.60	5,100.80	5,356.00	9,579.51	10,057.79	10,560.42	11,089.14	11,643.94
0323	56.46	59.28	62.24	65.35	68.62	4,516.80	4,742.40	4,979.20	5,228.00	5,489.60	9,819.52	10,309.98	10,824.78	11,365.67	11,934.39
0324	57.87	60.76	63.80	66.99	70.34	4,629.60	4,860.80	5,104.00	5,359.20	5,627.20	10,064.75	10,567.38	11,096.10	11,650.90	12,233.53
0325	59.31	62.28	65.39	68.66	72.09	4,744.80	4,982.40	5,231.20	5,492.80	5,767.20	10,315.20	10,831.74	11,372.63	11,941.35	12,537.89

Exhibit E

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 20/21
EFFECTIVE: June 23, 2020**

MANAGEMENT POLICE - REPRESENTED (MPMA)

	HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	34.60	36.33	38.15	40.06	42.06	2,767.82	2,906.40	3,052.00	3,204.80	3,364.80	6,017.23	6,318.51	6,635.05	6,967.24	7,315.08
0602	35.47	37.24	39.11	41.06	43.11	2,837.60	2,979.20	3,128.80	3,284.80	3,448.80	6,168.94	6,476.78	6,802.01	7,141.16	7,497.69
0603	36.36	38.17	40.08	42.09	44.19	2,908.80	3,053.60	3,206.40	3,367.20	3,535.20	6,323.73	6,638.53	6,970.71	7,320.29	7,685.52
0604	37.27	39.13	41.08	43.14	45.30	2,981.60	3,130.40	3,286.40	3,451.20	3,624.00	6,482.00	6,805.49	7,144.63	7,502.91	7,878.58
0605	38.20	40.11	42.11	44.22	46.43	3,056.00	3,208.80	3,368.80	3,537.60	3,714.40	6,643.74	6,975.93	7,323.77	7,690.74	8,075.11
0606	39.15	41.11	43.16	45.32	47.59	3,132.00	3,288.80	3,452.80	3,625.60	3,807.20	6,808.97	7,149.85	7,506.39	7,882.05	8,276.85
0607	40.13	42.14	44.24	46.46	48.78	3,210.40	3,371.20	3,539.20	3,716.80	3,902.40	6,979.41	7,328.99	7,694.22	8,080.32	8,483.82
0608	41.13	43.19	45.35	47.62	50.00	3,290.40	3,455.20	3,628.00	3,809.60	4,000.00	7,153.33	7,511.60	7,887.27	8,282.07	8,696.00
0609	42.16	44.27	46.48	48.81	51.25	3,372.80	3,541.60	3,718.40	3,904.80	4,100.00	7,332.47	7,699.44	8,083.80	8,489.04	8,913.40
0610	43.22	45.38	47.64	50.03	52.53	3,457.60	3,630.40	3,811.20	4,002.40	4,202.40	7,516.82	7,892.49	8,285.55	8,701.22	9,136.02
0611	44.30	46.51	48.84	51.28	53.84	3,544.00	3,720.80	3,907.20	4,102.40	4,307.20	7,704.66	8,089.02	8,494.25	8,918.62	9,363.85
0612	45.40	47.67	50.06	52.56	55.19	3,632.00	3,813.60	4,004.80	4,204.80	4,415.20	7,895.97	8,290.77	8,706.44	9,141.24	9,598.64
0613	46.54	48.86	51.31	53.87	56.57	3,723.20	3,908.80	4,104.80	4,309.60	4,525.60	8,094.24	8,497.73	8,923.84	9,369.07	9,838.65
0614	47.70	50.09	52.59	55.22	57.98	3,816.00	4,007.20	4,207.20	4,417.60	4,638.40	8,295.98	8,711.65	9,146.45	9,603.86	10,083.88
0615	48.89	51.34	53.91	56.60	59.43	3,911.20	4,107.20	4,312.80	4,528.00	4,754.40	8,502.95	8,929.05	9,376.03	9,843.87	10,336.07
0616	50.12	52.62	55.25	58.01	60.92	4,009.60	4,209.60	4,420.00	4,640.80	4,873.60	8,716.87	9,151.67	9,609.08	10,089.10	10,595.21
0617	51.37	53.94	56.63	59.47	62.44	4,109.60	4,315.20	4,530.40	4,757.60	4,995.20	8,934.27	9,381.24	9,849.09	10,343.02	10,859.56
0618	52.65	55.29	58.05	60.95	64.00	4,212.00	4,423.20	4,644.00	4,876.00	5,120.00	9,156.89	9,616.04	10,096.06	10,600.42	11,130.88
0619	53.97	56.67	59.50	62.48	65.60	4,317.60	4,533.60	4,760.00	4,998.40	5,248.00	9,386.46	9,856.05	10,348.24	10,866.52	11,409.15
0620	55.32	58.08	60.99	64.04	67.24	4,425.60	4,646.40	4,879.20	5,123.20	5,379.20	9,621.25	10,101.27	10,607.38	11,137.84	11,694.38
0621	56.70	59.54	62.51	65.64	68.92	4,536.00	4,763.20	5,000.80	5,251.20	5,513.60	9,861.26	10,355.20	10,871.74	11,416.11	11,986.57
0622	58.12	61.02	64.08	67.28	70.64	4,649.60	4,881.60	5,126.40	5,382.40	5,651.20	10,108.23	10,612.60	11,144.79	11,701.34	12,285.71
0623	59.57	62.55	65.68	68.96	72.41	4,765.60	5,004.00	5,254.40	5,516.80	5,792.80	10,360.41	10,878.70	11,423.07	11,993.52	12,593.55
0624	61.06	64.11	67.32	70.68	74.22	4,884.80	5,128.80	5,385.60	5,654.40	5,937.60	10,619.56	11,150.01	11,708.29	12,292.67	12,908.34
0625	62.59	65.72	69.00	72.45	76.07	5,007.20	5,257.60	5,520.00	5,796.00	6,085.60	10,885.65	11,430.02	12,000.48	12,600.50	13,230.09
0626	64.15	67.36	70.73	74.26	77.98	5,132.00	5,388.80	5,658.40	5,940.80	6,238.40	11,156.97	11,715.25	12,301.36	12,915.30	13,562.28
0627	65.76	69.04	72.49	76.12	79.92	5,260.80	5,523.20	5,799.20	6,089.60	6,393.60	11,436.98	12,007.44	12,607.46	13,238.79	13,899.69
0628	67.40	70.77	74.31	78.02	81.92	5,392.00	5,661.60	5,944.80	6,241.60	6,553.60	11,722.21	12,308.32	12,924.00	13,569.24	14,247.53
0629	69.08	72.54	76.16	79.97	83.97	5,526.40	5,803.20	6,092.80	6,397.60	6,717.60	12,014.39	12,616.16	13,245.75	13,908.38	14,604.06
0630	70.81	74.35	78.07	81.97	86.07	5,664.80	5,948.00	6,245.60	6,557.60	6,885.60	12,315.28	12,930.95	13,577.93	14,256.22	14,969.29
0631	72.58	76.21	80.02	84.02	88.22	5,806.40	6,096.80	6,401.60	6,721.60	7,057.60	12,623.11	13,254.44	13,917.08	14,612.76	15,343.22
0632	74.40	78.11	82.02	86.12	90.43	5,952.00	6,248.80	6,561.60	6,889.60	7,234.40	12,939.65	13,584.89	14,264.92	14,977.99	15,727.59
0633	76.25	80.07	84.07	88.27	92.69	6,100.00	6,405.60	6,725.60	7,061.60	7,415.20	13,261.40	13,925.77	14,621.45	15,351.92	16,120.64
0634	78.16	82.07	86.17	90.48	95.00	6,252.80	6,565.60	6,893.60	7,238.40	7,600.00	13,593.59	14,273.61	14,986.69	15,736.28	16,522.40
0635	80.12	84.12	88.33	92.74	97.38	6,409.60	6,729.60	7,066.40	7,419.20	7,790.40	13,934.47	14,630.15	15,362.35	16,129.34	16,936.33
0636	82.12	86.22	90.53	95.06	99.81	6,569.60	6,897.60	7,242.40	7,604.80	7,984.80	14,282.31	14,995.38	15,744.98	16,532.84	17,358.96
0637	84.17	88.38	92.80	97.44	102.31	6,733.60	7,070.40	7,424.00	7,795.20	8,184.80	14,638.85	15,371.05	16,139.78	16,946.76	17,793.76
0638	86.27	90.59	95.12	99.87	104.87	6,901.60	7,247.20	7,609.60	7,989.60	8,389.60	15,004.08	15,755.41	16,543.27	17,369.39	18,238.99
0639	88.43	92.85	97.50	102.37	107.49	7,074.40	7,428.00	7,800.00	8,189.60	8,599.20	15,379.75	16,148.47	16,957.20	17,804.19	18,694.66
0640	90.64	95.17	99.93	104.93	110.18	7,251.20	7,613.60	7,994.40	8,394.40	8,814.40	15,764.11	16,551.97	17,379.83	18,249.43	19,162.51

Exhibit F

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 21/22
EFFECTIVE: June 22, 2021**

MANAGEMENT POLICE - REPRESENTED (MPMA)

	HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	35.64	37.43	39.30	41.26	43.33	2,851.04	2,994.40	3,144.00	3,300.80	3,466.40	6,198.16	6,509.83	6,835.06	7,175.94	7,535.95
0602	36.54	38.36	40.28	42.29	44.41	2,923.20	3,068.80	3,222.40	3,383.20	3,552.80	6,355.04	6,671.57	7,005.50	7,355.08	7,723.79
0603	37.45	39.32	41.29	43.35	45.52	2,996.00	3,145.60	3,303.20	3,468.00	3,641.60	6,513.30	6,838.53	7,181.16	7,539.43	7,916.84
0604	38.39	40.30	42.32	44.44	46.66	3,071.20	3,224.00	3,385.60	3,555.20	3,732.80	6,676.79	7,008.98	7,360.29	7,729.00	8,115.11
0605	39.34	41.31	43.38	45.55	47.82	3,147.20	3,304.80	3,470.40	3,644.00	3,825.60	6,842.01	7,184.64	7,544.65	7,922.06	8,316.85
0606	40.33	42.34	44.46	46.68	49.02	3,226.40	3,387.20	3,556.80	3,734.40	3,921.60	7,014.19	7,363.77	7,732.48	8,118.59	8,525.56
0607	41.34	43.40	45.57	47.85	50.24	3,307.20	3,472.00	3,645.60	3,828.00	4,019.20	7,189.85	7,548.13	7,925.53	8,322.07	8,737.74
0608	42.37	44.49	46.71	49.05	51.50	3,389.60	3,559.20	3,736.80	3,924.00	4,120.00	7,368.99	7,737.70	8,123.80	8,530.78	8,956.88
0609	43.43	45.60	47.88	50.27	52.79	3,474.40	3,648.00	3,830.40	4,021.60	4,223.20	7,553.35	7,930.75	8,327.29	8,742.96	9,181.24
0610	44.51	46.74	49.08	51.53	54.11	3,560.80	3,739.20	3,926.40	4,122.40	4,328.80	7,741.18	8,129.02	8,535.99	8,962.10	9,410.81
0611	45.63	47.91	50.30	52.82	55.46	3,650.40	3,832.80	4,024.00	4,225.60	4,436.80	7,935.97	8,332.51	8,748.18	9,186.45	9,645.60
0612	46.77	49.11	51.56	54.14	56.85	3,741.60	3,928.80	4,124.80	4,331.20	4,548.00	8,134.24	8,541.21	8,967.32	9,416.03	9,887.35
0613	47.94	50.33	52.85	55.49	58.27	3,835.20	4,026.40	4,228.00	4,439.20	4,661.60	8,337.72	8,753.39	9,191.67	9,650.82	10,134.32
0614	49.14	51.59	54.17	56.88	59.72	3,931.20	4,127.20	4,333.60	4,550.40	4,777.60	8,546.43	8,972.53	9,421.25	9,892.57	10,386.50
0615	50.36	52.88	55.53	58.30	61.22	4,028.80	4,230.40	4,442.40	4,664.00	4,897.60	8,758.61	9,196.89	9,657.78	10,139.54	10,647.38
0616	51.62	54.20	56.91	59.76	62.75	4,129.60	4,336.00	4,552.80	4,780.80	5,020.00	8,977.75	9,426.46	9,897.79	10,393.46	10,913.48
0617	52.91	55.56	58.34	61.25	64.31	4,232.80	4,444.80	4,667.20	4,900.00	5,144.80	9,202.11	9,663.00	10,146.49	10,652.60	11,184.80
0618	54.24	56.95	59.79	62.78	65.92	4,339.20	4,556.00	4,783.20	5,022.40	5,273.60	9,433.42	9,904.74	10,398.68	10,918.70	11,464.81
0619	55.59	58.37	61.29	64.35	67.57	4,447.20	4,669.60	4,903.20	5,148.00	5,405.60	9,668.21	10,151.71	10,659.56	11,191.75	11,751.77
0620	56.98	59.83	62.82	65.96	69.26	4,558.40	4,786.40	5,025.60	5,276.80	5,540.80	9,909.96	10,405.63	10,925.65	11,471.76	12,045.70
0621	58.41	61.33	64.39	67.61	70.99	4,672.80	4,906.40	5,151.20	5,408.80	5,679.20	10,158.67	10,666.51	11,198.71	11,758.73	12,346.58
0622	59.87	62.86	66.00	69.30	72.77	4,789.60	5,028.80	5,280.00	5,544.00	5,821.60	10,412.59	10,932.61	11,478.72	12,052.66	12,656.16
0623	61.36	64.43	67.65	71.03	74.58	4,908.80	5,154.40	5,412.00	5,682.40	5,966.40	10,671.73	11,205.67	11,765.69	12,353.54	12,970.95
0624	62.90	66.04	69.34	72.81	76.45	5,032.00	5,283.20	5,547.20	5,824.80	6,116.00	10,939.57	11,485.68	12,059.61	12,663.12	13,296.18
0625	64.47	67.69	71.08	74.63	78.36	5,157.60	5,415.20	5,686.40	5,970.40	6,268.80	11,212.62	11,772.64	12,362.23	12,979.65	13,628.37
0626	66.08	69.38	72.85	76.49	80.32	5,286.40	5,550.40	5,828.00	6,119.20	6,425.60	11,492.63	12,066.57	12,670.07	13,303.14	13,969.25
0627	67.73	71.12	74.67	78.41	82.33	5,418.40	5,689.60	5,973.60	6,272.80	6,586.40	11,779.60	12,369.19	12,986.61	13,637.07	14,318.83
0628	69.42	72.90	76.54	80.37	84.38	5,553.60	5,832.00	6,123.20	6,429.60	6,750.40	12,073.53	12,678.77	13,311.84	13,977.95	14,675.37
0629	71.16	74.72	78.45	82.38	86.49	5,692.80	5,977.60	6,276.00	6,590.40	6,919.20	12,376.15	12,995.30	13,644.02	14,327.53	15,042.34
0630	72.94	76.59	80.41	84.44	88.66	5,835.20	6,127.20	6,432.80	6,755.20	7,092.80	12,685.72	13,320.53	13,984.91	14,685.80	15,419.75
0631	74.76	78.50	82.42	86.55	90.87	5,980.80	6,280.00	6,593.60	6,924.00	7,269.60	13,002.26	13,652.72	14,334.49	15,052.78	15,804.11
0632	76.63	80.46	84.49	88.71	93.14	6,130.40	6,436.80	6,759.20	7,096.80	7,451.20	13,327.49	13,993.60	14,694.50	15,428.44	16,198.91
0633	78.55	82.47	86.60	90.93	95.47	6,284.00	6,597.60	6,928.00	7,274.40	7,637.60	13,661.42	14,343.18	15,061.47	15,814.55	16,604.14
0634	80.51	84.54	88.76	93.20	97.86	6,440.80	6,763.20	7,100.80	7,456.00	7,828.80	14,002.30	14,703.20	15,437.14	16,209.34	17,019.81
0635	82.52	86.65	90.98	95.53	100.31	6,601.60	6,932.00	7,278.40	7,642.40	8,024.80	14,351.88	15,070.17	15,823.24	16,614.58	17,445.92
0636	84.59	88.82	93.26	97.92	102.81	6,767.20	7,105.60	7,460.80	7,833.60	8,224.80	14,711.89	15,447.57	16,219.78	17,030.25	17,880.72
0637	86.70	91.04	95.59	100.37	105.38	6,936.00	7,283.20	7,647.20	8,029.60	8,430.40	15,078.86	15,833.68	16,625.01	17,456.35	18,327.69
0638	88.87	93.31	97.98	102.87	108.02	7,109.60	7,464.80	7,838.40	8,229.60	8,641.60	15,456.27	16,228.48	17,040.68	17,891.15	18,786.84
0639	91.09	95.64	100.43	105.45	110.72	7,287.20	7,651.20	8,034.40	8,436.00	8,857.60	15,842.37	16,633.71	17,466.79	18,339.86	19,256.42
0640	93.37	98.03	102.94	108.08	113.49	7,469.60	7,842.40	8,235.20	8,646.40	9,079.20	16,238.91	17,049.38	17,903.32	18,797.27	19,738.18

Exhibit G

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 22/23
EFFECTIVE: June 21, 2022**

MANAGEMENT POLICE - REPRESENTED (MPMA)

	HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	36.71	38.55	40.48	42.50	44.63	2,936.74	3,084.00	3,238.40	3,400.00	3,570.40	6,384.46	6,704.62	7,040.28	7,391.60	7,762.05
0602	37.63	39.51	41.49	43.56	45.74	3,010.40	3,160.80	3,319.20	3,484.80	3,659.20	6,544.61	6,871.58	7,215.94	7,575.96	7,955.10
0603	38.57	40.50	42.53	44.65	46.89	3,085.60	3,240.00	3,402.40	3,572.00	3,751.20	6,708.09	7,043.76	7,396.82	7,765.53	8,155.11
0604	39.54	41.51	43.59	45.77	48.06	3,163.20	3,320.80	3,487.20	3,661.60	3,844.80	6,876.80	7,219.42	7,581.17	7,960.32	8,358.60
0605	40.53	42.55	44.68	46.91	49.26	3,242.40	3,404.00	3,574.40	3,752.80	3,940.80	7,048.98	7,400.30	7,770.75	8,158.59	8,567.30
0606	41.54	43.62	45.80	48.09	50.49	3,323.20	3,489.60	3,664.00	3,847.20	4,039.20	7,224.64	7,586.39	7,965.54	8,363.81	8,781.22
0607	42.58	44.71	46.94	49.29	51.75	3,406.40	3,576.80	3,755.20	3,943.20	4,140.00	7,405.51	7,775.96	8,163.80	8,572.52	9,000.36
0608	43.64	45.82	48.11	50.52	53.05	3,491.20	3,665.60	3,848.80	4,041.60	4,244.00	7,589.87	7,969.01	8,367.29	8,786.44	9,226.46
0609	44.73	46.97	49.32	51.78	54.37	3,578.40	3,757.60	3,945.60	4,142.40	4,349.60	7,779.44	8,169.02	8,577.73	9,005.58	9,456.03
0610	45.85	48.14	50.55	53.08	55.73	3,668.00	3,851.20	4,044.00	4,246.40	4,458.40	7,974.23	8,372.51	8,791.66	9,231.67	9,692.56
0611	47.00	49.35	51.81	54.40	57.12	3,760.00	3,948.00	4,144.80	4,352.00	4,569.60	8,174.24	8,582.95	9,010.80	9,461.25	9,934.31
0612	48.17	50.58	53.11	55.76	58.55	3,853.60	4,046.40	4,248.80	4,460.80	4,684.00	8,377.73	8,796.87	9,236.89	9,697.78	10,183.02
0613	49.38	51.84	54.44	57.16	60.02	3,950.40	4,147.20	4,355.20	4,572.80	4,801.60	8,588.17	9,016.01	9,468.20	9,941.27	10,438.68
0614	50.61	53.14	55.80	58.59	61.52	4,048.80	4,251.20	4,464.00	4,687.20	4,921.60	8,802.09	9,242.11	9,704.74	10,189.97	10,699.56
0615	51.88	54.47	57.19	60.05	63.05	4,150.40	4,357.60	4,575.20	4,804.00	5,044.00	9,022.97	9,473.42	9,946.48	10,443.90	10,965.66
0616	53.17	55.83	58.62	61.55	64.63	4,253.60	4,466.40	4,689.60	4,924.00	5,170.40	9,247.33	9,709.95	10,195.19	10,704.78	11,240.45
0617	54.50	57.23	60.09	63.09	66.25	4,360.00	4,578.40	4,807.20	5,047.20	5,300.00	9,478.64	9,953.44	10,450.85	10,972.61	11,522.20
0618	55.86	58.66	61.59	64.67	67.90	4,468.80	4,692.80	4,927.20	5,173.60	5,432.00	9,715.17	10,202.15	10,711.73	11,247.41	11,809.17
0619	57.26	60.12	63.13	66.28	69.60	4,580.80	4,809.60	5,050.40	5,302.40	5,568.00	9,958.66	10,456.07	10,979.57	11,527.42	12,104.83
0620	58.69	61.63	64.71	67.94	71.34	4,695.20	4,930.40	5,176.80	5,435.20	5,707.20	10,207.36	10,718.69	11,254.36	11,816.12	12,407.45
0621	60.16	63.17	66.32	69.64	73.12	4,812.80	5,053.60	5,305.60	5,571.20	5,849.60	10,463.03	10,986.53	11,534.37	12,111.79	12,717.03
0622	61.66	64.75	67.98	71.38	74.95	4,932.80	5,180.00	5,438.40	5,710.40	5,996.00	10,723.91	11,261.32	11,823.08	12,414.41	13,035.30
0623	63.20	66.36	69.68	73.17	76.82	5,056.00	5,308.80	5,574.40	5,853.60	6,145.60	10,991.74	11,541.33	12,118.75	12,725.73	13,360.53
0624	64.78	68.02	71.42	74.99	78.74	5,182.40	5,441.60	5,713.60	5,999.20	6,299.20	11,266.54	11,830.04	12,421.37	13,042.26	13,694.46
0625	66.40	69.72	73.21	76.87	80.71	5,312.00	5,577.60	5,856.80	6,149.60	6,456.80	11,548.29	12,125.70	12,732.68	13,369.23	14,037.08
0626	68.06	71.47	75.04	78.79	82.73	5,444.80	5,717.60	6,003.20	6,303.20	6,618.40	11,837.00	12,430.06	13,050.96	13,703.16	14,388.40
0627	69.76	73.25	76.92	80.76	84.80	5,580.80	5,860.00	6,153.60	6,460.80	6,784.00	12,132.66	12,739.64	13,377.93	14,045.78	14,748.42
0628	71.51	75.08	78.84	82.78	86.92	5,720.80	6,006.40	6,307.20	6,622.40	6,953.60	12,437.02	13,057.91	13,711.85	14,397.10	15,117.13
0629	73.30	76.96	80.81	84.85	89.09	5,864.00	6,156.80	6,464.80	6,788.00	7,127.20	12,748.34	13,384.88	14,054.48	14,757.11	15,494.53
0630	75.13	78.88	82.83	86.97	91.32	6,010.40	6,310.40	6,626.40	6,957.60	7,305.60	13,066.61	13,718.81	14,405.79	15,125.82	15,882.37
0631	77.01	80.86	84.90	89.14	93.60	6,160.80	6,468.80	6,792.00	7,131.20	7,488.00	13,393.58	14,063.17	14,765.81	15,503.23	16,278.91
0632	78.93	82.88	87.02	91.37	95.94	6,314.40	6,630.40	6,961.60	7,309.60	7,675.20	13,727.51	14,414.49	15,134.52	15,891.07	16,685.88
0633	80.90	84.95	89.20	93.66	98.34	6,472.00	6,796.00	7,136.00	7,492.80	7,867.20	14,070.13	14,774.50	15,513.66	16,289.35	17,103.29
0634	82.93	87.07	91.43	96.00	100.80	6,634.40	6,965.60	7,314.40	7,680.00	8,064.00	14,423.19	15,143.21	15,901.51	16,696.32	17,531.14
0635	85.00	89.25	93.71	98.40	103.32	6,800.00	7,140.00	7,496.80	7,872.00	8,265.60	14,783.20	15,522.36	16,298.04	17,113.73	17,969.41
0636	87.13	91.48	96.06	100.86	105.90	6,970.40	7,318.40	7,684.80	8,068.80	8,472.00	15,153.65	15,910.20	16,706.76	17,541.57	18,418.13
0637	89.30	93.77	98.46	103.38	108.55	7,144.00	7,501.60	7,876.80	8,270.40	8,684.00	15,531.06	16,308.48	17,124.16	17,979.85	18,879.02
0638	91.54	96.11	100.92	105.96	111.26	7,323.20	7,688.80	8,073.60	8,476.80	8,900.80	15,920.64	16,715.45	17,552.01	18,428.56	19,350.34
0639	93.82	98.52	103.44	108.61	114.04	7,505.60	7,881.60	8,275.20	8,688.80	9,123.20	16,317.17	17,134.60	17,990.28	18,889.45	19,833.84
0640	96.17	100.98	106.03	111.33	116.89	7,693.60	8,078.40	8,482.40	8,906.40	9,351.20	16,725.89	17,562.44	18,440.74	19,362.51	20,329.51

Exhibit H

**CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 23/24
EFFECTIVE: June 20, 2023**

MANAGEMENT POLICE - REPRESENTED (MPMA)

	HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	37.81	39.72	41.70	43.79	45.98	3,024.90	3,177.60	3,336.00	3,503.20	3,678.40	6,576.14	6,908.10	7,252.46	7,615.96	7,996.84
0602	38.77	40.71	42.74	44.88	47.12	3,101.60	3,256.80	3,419.20	3,590.40	3,769.60	6,742.88	7,080.28	7,433.34	7,805.53	8,195.11
0603	39.74	41.73	43.81	46.00	48.30	3,179.20	3,338.40	3,504.80	3,680.00	3,864.00	6,911.58	7,257.68	7,619.44	8,000.32	8,400.34
0604	40.73	42.77	44.91	47.15	49.51	3,258.40	3,421.60	3,592.80	3,772.00	3,960.80	7,083.76	7,438.56	7,810.75	8,200.33	8,610.78
0605	41.75	43.84	46.03	48.33	50.75	3,340.00	3,507.20	3,682.40	3,866.40	4,060.00	7,261.16	7,624.65	8,005.54	8,405.55	8,826.44
0606	42.79	44.93	47.18	49.54	52.02	3,423.20	3,594.40	3,774.40	3,963.20	4,161.60	7,442.04	7,814.23	8,205.55	8,616.00	9,047.32
0607	43.86	46.06	48.36	50.78	53.32	3,508.80	3,684.80	3,868.80	4,062.40	4,265.60	7,628.13	8,010.76	8,410.77	8,831.66	9,273.41
0608	44.96	47.21	49.57	52.05	54.65	3,596.80	3,776.80	3,965.60	4,164.00	4,372.00	7,819.44	8,210.76	8,621.21	9,052.54	9,504.73
0609	46.08	48.39	50.81	53.35	56.02	3,686.40	3,871.20	4,064.80	4,268.00	4,481.60	8,014.23	8,415.99	8,836.88	9,278.63	9,743.00
0610	47.24	49.60	52.08	54.68	57.42	3,779.20	3,968.00	4,166.40	4,374.40	4,593.60	8,215.98	8,626.43	9,057.75	9,509.95	9,986.49
0611	48.42	50.84	53.38	56.05	58.85	3,873.60	4,067.20	4,270.40	4,484.00	4,708.00	8,421.21	8,842.09	9,283.85	9,748.22	10,235.19
0612	49.63	52.11	54.71	57.45	60.32	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60	8,631.65	9,062.97	9,515.16	9,991.70	10,490.85
0613	50.87	53.41	56.08	58.89	61.83	4,069.60	4,272.80	4,486.40	4,711.20	4,946.40	8,847.31	9,289.07	9,753.43	10,242.15	10,753.47
0614	52.14	54.75	57.48	60.36	63.38	4,171.20	4,380.00	4,598.40	4,828.80	5,070.40	9,068.19	9,522.12	9,996.92	10,497.81	11,023.05
0615	53.44	56.12	58.92	61.87	64.96	4,275.20	4,489.60	4,713.60	4,949.60	5,196.80	9,294.28	9,760.39	10,247.37	10,760.43	11,297.84
0616	54.78	57.52	60.39	63.41	66.58	4,382.40	4,601.60	4,831.20	5,072.80	5,326.40	9,527.34	10,003.88	10,503.03	11,028.27	11,579.59
0617	56.15	58.96	61.90	65.00	68.25	4,492.00	4,716.80	4,952.00	5,200.00	5,460.00	9,765.61	10,254.32	10,765.65	11,304.80	11,870.04
0618	57.55	60.43	63.45	66.62	69.95	4,604.00	4,834.40	5,076.00	5,329.60	5,596.00	10,009.10	10,509.99	11,035.22	11,586.55	12,165.70
0619	58.99	61.94	65.04	68.29	71.70	4,719.20	4,955.20	5,203.20	5,463.20	5,736.00	10,259.54	10,772.60	11,311.76	11,877.00	12,470.06
0620	60.47	63.49	66.66	70.00	73.50	4,837.60	5,079.20	5,332.80	5,600.00	5,880.00	10,516.94	11,042.18	11,593.51	12,174.40	12,783.12
0621	61.98	65.08	68.33	71.75	75.33	4,958.40	5,206.40	5,466.40	5,740.00	6,026.40	10,779.56	11,318.71	11,883.95	12,478.76	13,101.39
0622	63.53	66.70	70.04	73.54	77.22	5,082.40	5,336.00	5,603.20	5,883.20	6,177.60	11,049.14	11,600.46	12,181.36	12,790.08	13,430.10
0623	65.11	68.37	71.79	75.38	79.15	5,208.80	5,469.60	5,743.20	6,030.40	6,332.00	11,323.93	11,890.91	12,485.72	13,110.09	13,765.77
0624	66.74	70.08	73.58	77.26	81.12	5,339.20	5,606.40	5,886.40	6,180.80	6,489.60	11,607.42	12,188.31	12,797.03	13,437.06	14,108.39
0625	68.41	71.83	75.42	79.19	83.15	5,472.80	5,746.40	6,033.60	6,335.20	6,652.00	11,897.87	12,492.67	13,117.05	13,772.72	14,461.45
0626	70.12	73.63	77.31	81.17	85.23	5,609.60	5,890.40	6,184.80	6,493.60	6,818.40	12,195.27	12,805.73	13,445.76	14,117.09	14,823.20
0627	71.87	75.47	79.24	83.20	87.36	5,749.60	6,037.60	6,339.20	6,656.00	6,988.80	12,499.63	13,125.74	13,781.42	14,470.14	15,193.65
0628	73.67	77.35	81.22	85.28	89.55	5,893.60	6,188.00	6,497.60	6,822.40	7,164.00	12,812.69	13,452.71	14,125.78	14,831.90	15,574.54
0629	75.51	79.29	83.25	87.41	91.78	6,040.80	6,343.20	6,660.00	6,992.80	7,342.40	13,132.70	13,790.12	14,478.84	15,202.35	15,962.38
0630	77.40	81.27	85.33	89.60	94.08	6,192.00	6,501.60	6,826.40	7,168.00	7,526.40	13,461.41	14,134.48	14,840.59	15,583.23	16,362.39
0631	79.34	83.30	87.47	91.84	96.43	6,347.20	6,664.00	6,997.60	7,347.20	7,714.40	13,798.81	14,487.54	15,212.78	15,972.81	16,771.11
0632	81.32	85.38	89.65	94.14	98.84	6,505.60	6,830.40	7,172.00	7,531.20	7,907.20	14,143.17	14,849.29	15,591.93	16,372.83	17,190.25
0633	83.35	87.52	91.89	96.49	101.31	6,668.00	7,001.60	7,351.20	7,719.20	8,104.80	14,496.23	15,221.48	15,981.51	16,781.54	17,619.84
0634	85.43	89.71	94.19	98.90	103.85	6,834.40	7,176.80	7,535.20	7,912.00	8,308.00	14,857.99	15,602.36	16,381.52	17,200.69	18,061.59
0635	87.57	91.95	96.55	101.37	106.44	7,005.60	7,356.00	7,724.00	8,109.60	8,515.20	15,230.17	15,991.94	16,791.98	17,630.27	18,512.04
0636	89.76	94.25	98.96	103.91	109.10	7,180.80	7,540.00	7,916.80	8,312.80	8,728.00	15,611.06	16,391.96	17,211.12	18,072.03	18,974.67
0637	92.00	96.60	101.43	106.50	111.83	7,360.00	7,728.00	8,114.40	8,520.00	8,946.40	16,000.64	16,800.67	17,640.71	18,522.48	19,449.47
0638	94.30	99.02	103.97	109.17	114.63	7,544.00	7,921.60	8,317.60	8,733.60	9,170.40	16,400.66	17,221.56	18,082.46	18,986.85	19,936.45
0639	96.66	101.49	106.57	111.90	117.49	7,732.80	8,119.20	8,525.60	8,952.00	9,399.20	16,811.11	17,651.14	18,534.65	19,461.65	20,433.86
0640	99.08	104.03	109.23	114.69	120.43	7,926.40	8,322.40	8,738.40	9,175.20	9,634.40	17,231.99	18,092.90	18,997.28	19,946.88	20,945.19

ATTACHMENT 1: PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

GOVERNMENT CODE SECTION 3300-3313

3300. This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.
3301. For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.
- The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.
3302. (a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.
- (b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.
3303. When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.
- (b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.
- (c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
- (d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.
- (e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- (f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:
- (1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572. (2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action. (3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer. (4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.
- (g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.
- (h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.
- (i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters. This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.
- (j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.
3304. (a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.
- (b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

- (c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefor and an opportunity for administrative appeal. For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons." Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.
 - (d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:
 - 1. If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
 - 2. If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
 - 3. If the investigation is a multi jurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.
 - 4. If the investigation involves more than one employee and requires a reasonable extension.
 - 5. If the investigation involves an employee who is incapacitated or otherwise unavailable.
 - 6. If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
 - 7. If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
 - 8. If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
 - (e) Where a pre-disciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
 - (f) If, after investigation and any pre-disciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
 - (g) Notwithstanding the one-year time period specified in subdivision (d), an investigation may be reopened against a public safety officer if both of the following circumstances exist:
 - (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - (2) One of the following conditions exist:
 - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (B) The evidence resulted from the public safety officer's pre-disciplinary response or procedure.
 - (h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (f) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.
- 3304.5. An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.
3305. No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.
3306. A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.
- 3306.5 (a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.
- (b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefor by the officer.
- (c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.
- (d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.
3307. (a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.
- (b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

- 3307.5. (a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.
- (b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.
3308. No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.
3309. No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.
- 3309.5. (a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.
- (b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.
- (c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.
- (d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.
- (2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the parties attorney, or both, pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.
- (e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.
3310. Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.
3311. Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.
3312. Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:
- (a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.
- (b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.
- (c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.
3313. In the 2005-06 fiscal year, the Commission on State Mandates shall review its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim and make any modifications necessary to this decision to clarify whether the subject legislation imposed a mandate consistent with the California Supreme Court Decision in San Diego Unified School Dist. v. Commission on State Mandates (2004) 33 Cal.4th 859 and other applicable court decisions. If the Commission on State Mandates revises its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim, the revised decision shall apply to local government Peace Officer Procedural Bill of Rights activities occurring after the date the revised decision is adopted.