

**Memorandum of Understanding  
between the  
City of Modesto  
and the  
Modesto Police & Fire Non Sworn  
Association  
(MPNSA)**

**Effective  
July 1, 2019  
Through  
June 30, 2023**

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## **PREAMBLE**

It is the purpose of this Memorandum to set forth the wages, hours and other terms and conditions of employment for employees represented by the Modesto Police & Fire Non Sworn Association (hereinafter referred to as "MPNSA").

### **ARTICLE 1. TERM**

The term of this Memorandum of Understanding (MOU) shall commence on July 1, 2019, and shall expire and otherwise be fully terminated at midnight, June 30, 2023. Unless otherwise provided for in the MOU, none of the modifications to this agreement shall become effective prior to ratification of this agreement by MPNSA and adoption by the City Council.

### **ARTICLE 2. CITY MANAGEMENT RIGHTS**

The City of Modesto (hereinafter referred to as "City") and the Modesto Police & Fire Non-Sworn Association agree the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. The parties agree the City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this Memorandum of Understanding.

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

### **ARTICLE 3. REPRESENTATION**

This Memorandum of Understanding covers the employees in the following position classifications of City, which MPNSA is certified as representing, and MPNSA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this implementation.

- Fire Prevention Inspector I
- Fire Prevention Inspector II
- Police Animal Control Officer I
- Police Animal Control Officer II
- Police Clerk I
- Police Clerk II
- Police Community Service Officer I
- Police Community Service Officer II
- Police Crime and Intelligence Analyst I

Police Crime and Intelligence Analyst II  
Police Evidence and Property Technician I  
Police Evidence and Property Technician II  
Police Identification Technician I  
Police Identification Technician II  
Police Officer Recruit  
Police Technician  
Senior Fire Prevention Inspector

#### **ARTICLE 4. RENEGOTIATIONS**

Negotiations shall begin no later than ninety (90) calendar days prior to the termination date of this Memorandum. The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.

When negotiating a successor memorandum, the MPNSA shall be represented by no more than four (4) employees who shall be released from active duty and will not lose wages or benefits when negotiating. A reasonable number of other representatives may attend on their own time; however, the City shall not provide release time for more than four (4) employees.

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

#### **ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS**

- A. Salary Rates and Ranges: The salary range for each of position shown in **Exhibit 1** shall increase by two percent (2.0%) effective the October 29, 2019, as provided in **Exhibit 4**. The salary range for each of those positions shall increase by two percent (2.0%) effective June 23, 2020, as provided in **Exhibit 5**. The salary range for each of those position shall increase by two percent (2.0%) effective June 22, 2021 as provided in **Exhibit 6**. The salary range for each of those position shall increase by two percent (2.0%) effective June 21, 2022 as provided in **Exhibit 7**.
- B. Labor Market Adjustments: In addition to the salary increases described in subsection (A) of this Article, the salary range for each of the benchmark classes listed in **Exhibit 8**, along with any related classes, shall increase in accordance with the schedule set forth in **Exhibit 8**.

In accordance with California Government Code Section 3500 et al., classification titles and ranges may be amended from time to time by Resolution adopted by the City Council.

- C. For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in **Exhibits 1 through 3**. 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 Memorandum.

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

- D. 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.
    - a. The initial salary may be set at a higher Step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at higher than Step A may be considered for their first Step increase after thirteen (13) pay periods.
  - (2) Step B shall be paid upon completion of thirteen (13) pay periods with an overall "meets" performance evaluation. Employees in Step B shall be paid at Step C upon completion of twenty-six (26) pay periods in Step B with an overall "meets" performance evaluation.
  - (3) Step D through Step E shall be paid upon completion of twenty-six (26) pay periods with an overall "meets" performance evaluation at each Step.
  - (4) Accelerated 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 in thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.
  - (6) Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, an employee's Step may be reduced to a lower Step. There is no right of appeal due to the lowering of Steps, but the reasons for reduction shall be given in writing to the employee.
  - (7) All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

## **ARTICLE 6. PERFORMANCE EVALUATION**

- (A) The City and MPNSA agree to use the "Performance Management Guidelines" as the recognized evaluation process. 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 of time in which improvement is expected. Failure to achieve satisfactory improvement may be just cause for demotion, reduction in pay or dismissal.

(B) Performance Improvement: If an employee does not meet expectations on any area of the yearly performance evaluation, the employee may be placed on a Performance Improvement Plan (PIP). The PIP will include, at a minimum, the following information:

- i. a description of the performance issue;
- ii. what the employee must do to correct the problem. The employee must be offered the opportunity to discuss the proposed corrective actions with the supervisor before they are finalized;
- iii. identification of a performance improvement period sufficient to allow the employee an opportunity to show improvement, which will be at least one month after the issue date of the PIP; and
- iv. a statement that failure to make the necessary improvements may result discipline up to and including termination of employment;

The employee will then receive a performance evaluation review three (3) months following the initiation of the PIP.

#### **ARTICLE 7. PAY PERIOD**

- (A) A pay period is defined as the fourteen (14) calendars day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first pay period under this Memorandum shall commence at 12:01 a.m., on Tuesday, the day this Memorandum became effective.
- (B) Direct Deposit. For all employees, the City will deposit employees' pay checks directly to their bank or credit union accounts; paper checks shall not be issued.

#### **ARTICLE 8. WORKWEEK DEFINITION**

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

#### **ARTICLE 9. STANDARD TOUR OF DUTY**

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The Department Director shall establish the times a standard tour of duty begins and ends and the actual number of hours, which comprises the standard tour of duty for each position. If the City needs require it, employees will be offered, on a voluntary basis, staggered work hours and/or days. If no employees volunteer for such staggered work

hours and/or days, employees may be assigned work outside their Standard Tour of Duty by inverse order of seniority, not to exceed one (1) work shift.

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

## **ARTICLE 10. LEAVE USAGE AND ACCRUALS**

All leave accrual, including overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis. All leave usage, including overtime, shall be recorded in tenths of an hour (i.e. 0.10 equals 6 minutes) basis.

## **ARTICLE 11. REST PERIODS**

Employees shall be entitled to rest periods in accordance with the schedule contained herein, unless otherwise provided for in Appendices A through F. Rest periods shall be scheduled in accordance with the requirements of the department. Rest periods shall be considered as time worked. Employees required to work either before or beyond their regular tour of duty shall be granted an additional ten (10) minute rest period for each additional two (2) hours of such work.

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

## **ARTICLE 12. OVERTIME**

- (A) Policy: It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department 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 at the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department. Supervisors will not authorize an employee for overtime during the time when he/she is on a disciplinary suspension without pay.
- (B) Definition: Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.



- (C) Overtime Compensation: Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. Overtime and CTO shall be recorded and used on a tenth (0.10) of an hour basis.

Employees hired before September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred and sixty (160) hours.

Employees hired on or after September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred (100) hours.

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. Employees must make this request to the Payroll Division of Finance at least fourteen (14) calendar days prior to payout.

Employee use of CTO, or request for payment of CTO, during the first full pay period of September, December, March or June, are processed after the automatic conversion of compensatory time off as described above (e.g. an employee hired in 1999 with a CTO balance of 175 hours who requests to cash out at least twenty (20) hours of their CTO balance, shall first be paid for all hours above the 160 hour cap and then be cashed out for the requested amount of time.)

Compensatory time off may be taken at the request of the employee and with the approval of the Department Director or designee. Compensatory time off will be taken in straight time hours.

Prior to the promotion or reclassification of an employee, all compensatory time off (CTO) shall be taken or paid at the employee's then current regular rate of pay. Overtime compensation for Police Clerks and Community Service Officers assigned to the 6/3 schedule and Community Service Officers and Animal Control Officers assigned to the 4/11 schedule shall be paid pursuant to 29 C.F.R. Sec. 778.114 of the Fair Labor Standards Act regulations.

- (D) Wash Time: A Department Director, with the concurrence of the affected employee, may arrange for that employee to take such time off at straight time.
- (E) Meal Allowance: An employee required to work unscheduled overtime for four (4) or more consecutive hours beyond the scheduled shift on emergency work, or for four (4) or more consecutive hours of work when on Standby or Call-Back, shall be compensated ten dollars (\$10.00) for a meal allowance during any twenty-four (24) hour period and shall be entitled to a thirty (30) minutes unpaid meal period for every additional four (4) hours worked. Only one (1) ten-dollar (\$10) payment shall be made per shift, unless the employee works four (4) or more consecutive hours, is released

from duty, and must return for four (4) or more hours in the same shift, in which case a second ten-dollar (\$10) payment shall be made.

### **ARTICLE 13. STANDBY**

- (A) Definition: Employees, who are released from active duty but are required by the department to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to standby.

To be eligible for standby, an employee must be able to respond to the appropriate geographical location within the time set forth in this Article.

Employees who utilize sick leave or other accrued leave for their own personal illness, or injury, shall be presumed to not be available and therefore not entitled to standby. However, employees have an obligation to report to their supervisor any changed availability as required by this Article, at the beginning of the workday or as soon as such change in availability is known, whichever comes first.

While on standby, an employee shall be free to use the time for his or her own purposes.

- (B) Response Time: Standby requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to either the geographic center of the City or the employee's assigned work unit location to duty within a reasonable period of time, not to exceed sixty (60) minutes.

Exceptions to the sixty-minute (60) restriction may be made by a department director, based on the operating and staffing needs of the department.

- (C) Compensation: Standby time shall not count as hours worked. Assigned personnel shall receive standby pay in the amount of two (2) hours pay on their workday and four (4) hours pay on the employee's days off and fixed City holidays.

### **ARTICLE 14. FATIGUED EMPLOYEES**

Any employee required to work beyond their regularly scheduled shift and who feels too fatigued to satisfactorily complete their next duty shift, may request time off, to be charged to the employee's vacation, holiday CTO, or CTO balance. This additional approved time off shall not be recorded as an "unscheduled" leave.

### **ARTICLE 15. CALL BACK**

When an employee returns to active duty at the request of the Department Director, or designee, after said employee has been released from active duty, said employee shall be entitled to call-back compensation. Paid Call-Back shall begin when the employee departs for his/her duty assignment and shall end when the employee departs from the worksite.

- (A) The following incidents are not considered call-back and are compensated on a time and one-half basis:

- (1) Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;
  - (2) Overtime associated with assigned Standby as described in Article 13;
  - (3) Overtime which occurs as an extension of an employee's regular workday;
  - (4) When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of his/her regular work shift.
- (B) When on call-back, an employee receives the following compensation:
- (1) Three (3) hours of straight time per call-back occurrence;
  - (2) In addition to the three (3) hours of straight time, overtime will be applied as paying time and one-half pay for actual time worked in excess of seventy-eight (78) minutes.

#### **ARTICLE 16. COURT OVERTIME**

- (A) Overtime for appearance in court shall be compensated at time and one-half of the regular rate of pay for time spent in court if such appearance is set within two (2) hours of the beginning or ending of a regular work shift.
- (1) If set within two (2) hours 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 (2) hours 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) A minimum of one (1) hour at the employee's straight time rate shall be recorded when an employee has been subpoenaed for an appearance and is required to telephone the Court Liaison Officer during off duty hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour as provided above shall be recorded if the employee is required to call back after 12:00 p.m. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. This call-in pay shall only be recorded if the employee is not required to appear in court during the morning or afternoon in which the call in was made.
- (C) 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 (2)-hour gap as described in Section A above, 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 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 this Article.
- (D) 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 and by calling the recorder in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This shall be an uncompensated call. If the scheduled appearance falls during an employee's weekend, the employee shall be required to check the posted calendar at the end of the employee's last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.
- (E) Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay shall be paid at the straight time rate of pay for hours worked.
- (F) Retirees who have received a subpoena through the course and scope of their employment 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 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.

## **ARTICLE 17. APPROVED WORK SCHEDULES**

Current negotiated schedules include 5/2, 4/10, 9/80, 6/3, 4/11 and modified 4/10. P Effective July 18, 2020, all members of this bargaining unit who are employed with the Police Department will transition to a 4/10 schedule.

A summary of the provisions of some of these schedules is set forth in Appendices (A) through (D).

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

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

## **ARTICLE 18. 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 eighty (80) hours per pay period.

An employee who works less than forty (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; provided, however, that one (1) employee may elect to waive coverage under the insurance program allowing the other employee to receive the full City contribution. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total eighty (80)-hour pay period.

Each employee shall be notified in writing by the Department Director at the time of appointment to a job share position. The 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 of one-week (1) notice for scheduled changes. In the event one (1) 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.

## **ARTICLE 19. SHIFT BIDDING & SPECIAL ASSIGNMENTS**

A. Squad and Shift Bidding for Patrol:

- (1) Police Community Service Officers assigned to general police field duties within the Operations Division may bid for squad and shift assignments based on seniority. Shift assignments are four (4) consecutive calendar months. Seniority shall be classification seniority.
- (2) Subject to the remaining provisions of this paragraph, CSOs assigned to the Operations Division may submit squad and shift bids during the months of November, March and July for the following four-month (4 month) period.
- (3) Following six (6) consecutive assignments to the same shift, a CSO shall rotate off that shift by bidding for another shift assignment.
- (4) Each employee's bid will contain the following information:
  - (a) Name
  - (b) Badge Number
  - (c) Notation of assignment to any specialized units
  - (d) First choice of shift
  - (e) Second choice of shift
  - (f) Third choice of shift
  - (g) First choice squad
- (5) The Department must post a seniority list of employees no later than November 1<sup>st</sup>, March 1<sup>st</sup> and July 1<sup>st</sup>. Any objections to the posted seniority list shall be reported to the Operations Division Commander within ten (10) calendar days of the posting.
- (6) All CSOs 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.

B. Squad and Shift Bidding for Records:

- (1) Police Clerks assigned to Records Division may bid for squad and shift assignments based on seniority. Seniority shall be by classification seniority.
- (2) Subject to the remaining provisions of this paragraph, Police Clerks assigned to Records may submit squad and shift bids upon request in anticipation of reassignments. All records reassignments will be based on the shift bids during the months of December and June for the following six-month (6 month) period.
- (3) Each employee's bid will contain the following information:
  - (a) Name
  - (b) Date of Hire
  - (c) Notation of prior assignment to any specialized units
  - (d) First choice of shift
  - (e) Second choice of shift
  - (f) Third choice of shift
  - (g) First choice of squad

- (4) The Department must post a seniority list of employees each time a seniority bid occurs no later than December 1<sup>st</sup>, and June 1<sup>st</sup>. Any objections to the posted seniority list shall be reported to the Records Lieutenant within ten (10) calendar days of the posting.
- (5) All Records Clerks 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 Records Lieutenant.

C. Special Assignments:

- (1) There shall be a five (5) consecutive year limit to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties as a Police Community Service Officer or from the seniority shift bidding process in Records as a Police Clerk. 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 their designee may exercise, notwithstanding the foregoing limitation, at their discretion to extend these assignments beyond five (5) years. Absent exceptional circumstances, employees who have completed five (5) consecutive years in special assignments must perform at least twelve (12) months of regular patrol duty or duty in Records before being assigned to another special assignment.
- (2) In the event an employee has fulfilled the maximum term limit and must vacate a special assignment and the department has not received any interest from a qualified applicant, the incumbent may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from a qualified applicant during the one (1) year extension, the incumbent 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) Special assignments and terms are set forth in General Order 2.14, Specialized and Collateral Assignments.
- (4) Notwithstanding this special assignment provision, the Chief of Police ultimately has the discretion to determine the length and terms of any assignment based on the needs of the department.
- (5) Police Community Service Officer Assignment Pay: Police Community Service Officers assigned to non-patrol duties as set forth in this subsection (C) shall receive an additional two and one half percent (2.5%) in compensation for the duration of that special assignment and ending upon return to patrol duties.
- (6) Police Records Clerk Assignment Pay: Police Records Clerks serving in a special assignment as set forth in this subsection (C) shall receive an additional two and one half percent (2.5%) in compensation for the duration of

that special assignment and ending upon return to traditional Records Division assignment.

D. Management Rights:

- (1) Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each area, 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.
- (2) The bid system shall not supersede Management Rights as stated in Article 2 of this Memorandum, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees-
- (3) The Department Director is the final authority in assigning personnel and such decisions shall not be subject to the grievance procedure, arbitration or considered as discipline.
- (4) All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

## **ARTICLE 20. LICENSES, CERTIFICATES**

Whenever an employee is required to obtain a certificate or license in order to carry out the duties assigned, except a California Class C Driver's License, the City will pay for the certificate or license fee and the time required to attend any required class or exam to obtain or renew it shall be considered as regular duty time.

## **ARTICLE 21. SPECIALTY PAY**

- (A) Shift Pay: Employees who are regularly assigned to work swing shift which is defined as any shift beginning on or after 12 noon, shall receive a shift differential of \$6 per shift for every regularly scheduled shift.

Employees who are regularly assigned to work graveyard shift which is defined as any shift beginning on or after 4:30 pm shall receive a shift differential of \$8 per shift for every regularly scheduled shift.

Police Clerks regularly assigned to work a swing or graveyard shift shall receive the shift differential when working a double day.

No shift differential shall be paid to an employee working an overtime shift where the employee is receiving time and one half pay. An employee who works hours in addition to his or her regular schedule on a short week at straight time shall receive the differential.



An employee who works all or part of a regularly scheduled swing or graveyard shift shall receive the full differential for that shift.

- (B) Training Pay: Employees in this bargaining unit directed to train other employees shall receive five percent (5%) assignment pay for all hours worked as a trainer.
- (C) CSO – ID Unit Pay: Community Service Officers assigned to the ID Unit shall receive an additional five percent (5%) in compensation.
- (D) Bilingual Pay: Each Department Director shall, on an annual basis, determine the number of bilingual employees that are needed for oral translation purposes within their department. For purposes of this Article, bilingual is defined as Spanish, Southeast Asian language(s) common to this area, sign language or other languages deemed desirable by the Department Director.

Prior to January 1 annually, each department will provide to their employees a list of translation opportunities within the department. Employee participation in this effort is voluntary.

A review panel made up of three (3) experts (as determined by the department) will assess the qualifications of employees wishing to participate. Two (2) of the three (3) panel members must agree that the person is capable of bilingual translation.

Employees who pass the review panel and are needed in this capacity by the department shall receive \$50.00 (fifty dollars) per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one (1) year from the time the compensation begins, unless an unusual hardship is presented by the employee.

The Department Director may choose to eliminate the compensation if it is determined that the translation services are not being effectively delivered by the employee and/or the need is no longer present in a specific division. If more employees are deemed to be capable of bilingual translation than the need for these services, the Department Director may choose to rotate this duty between eligible employees.

If the Department Director identifies more opportunities for translation than there are employees certified, the Department and the Human Resources Department may establish a second notification for participants and a second review panel in July of that year.

An employee certified and receiving bilingual compensation shall cease receiving the pay after they have been out of the workplace for three (3) consecutive pay periods. The pay will not be granted beginning the first day of the following pay period. The pay will be resumed the first full pay period the employee returns to work.

- (E) Pay Differentials: Pay differentials provided in paragraphs (A) through (E) herein shall be included in base pay for purposes of compensation for approved vacation and holiday leave, compensating time off and sick leave.

## **ARTICLE 22. ACTING PAY**

- (A) Acting Pay: Employees directed to work continuously in a vacant higher-level regular position and perform work at the higher level for more than one hundred and sixty (160) consecutive hours shall, subject to the other provisions of this paragraph, receive a salary rate increase to the higher level retroactive to the first hour of the higher level assignment. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to resignation, retirement, termination, death, or due to the incumbent being on an extended leave of absence. Requests for higher compensation must be approved by the Director of Human Resources. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher-level position.
- (B) Out-of Class Pay: Employees may request out-of-class pay. After review with the Department Director, the Director of Human Resources may authorize additional compensation up to ten (10%) percent pay differential for an employee working above their class, provided that the employee has been directed to perform significant assignments from a higher classification, or to perform higher duties and responsibilities, on a continuous basis in excess of one hundred twenty (120) consecutive hours. The decision of the Director of Human Resources to approve or disapprove such requests is final and binding and not subject to the Grievance Procedure.
- (C) Duration of Assignment: Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Director of Human Resources. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One (1) additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager.

## **ARTICLE 23. UNIFORM ALLOWANCES**

- (A) Police: All Police Department employees who are required to wear uniforms shall do so in accordance with the Police Department's uniform and equipment regulation and receive uniform allowance as follows:
- (1) Police Community Service Officers, Police Animal Control Officers and Police Identification Technicians shall receive a uniform allowance of one hundred dollars (\$100.00) per month paid on the last paycheck of the month.
  - (2) Police Evidence and Property Technicians shall receive a uniform allowance of eighty-five dollars (\$85.00) per month paid on the last paycheck of the month.
  - (3) Police Clerks shall receive a uniform allowance of seventy-two dollars (\$72.00) per month paid on the last paycheck of the month.

- (4) Police Cadets shall receive a uniform allowance of fifty dollars (\$50.00) per month paid on the last paycheck of the month.
- (B) Fire: All Fire Department employees who are required to wear uniforms shall do so in accordance with the Fire Department Rules and Regulations and receive a uniform allowance as follows:
- Fire Prevention Technician I, II, and Senior Fire Prevention Technicians shall receive a uniform allowance of one hundred and five dollars (\$105.00) per month. Newly hired employees shall receive an allowance prorated from the date of hire.
- (C) Reimbursement for Damage: The City will reimburse employees for the cost of replacing or repairing damaged uniforms in accordance with Personnel Administrative Order 19.1-81-6.
- (D) An employee hired into or promoted into a position requiring a uniform or different uniform will receive a uniform allowance advance equal to three (3) months' accrual. The advancement will be provided within twenty (20) days of hire. The employee will not receive a uniform allowance for the first three months of employment. If an employee leaves the department and is subsequently rehired, such advance allowance will be available provided the employee has been separated from city service for more than twelve (12) months.

**ARTICLE 24. VACATION**

The following vacation accrual rates shall be established for regular employees:

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

Employees may not accrue vacation time in excess of twice their annual vacation accrual rate; provided that no employee shall lose vacation time to meet the needs of the City.

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

- (A) All vacation leave must be approved by the Department Director or designated representative.
- (B) Employees in regular positions shall accrue, on a pro-rated 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-rated basis.
- (C) Vacation leave shall be compensated at the employee's regular hourly rate of pay.
- (D) An employee about to retire, or who is to be laid off, may utilize their 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.
- (E) Employees may use up to three (3) days of their accrued vacation in any one fiscal year for emergency leave provided they notify the department authority prior to the start of the working day that the employee would be absent. An employee must provide written documentation of the emergency that is defined as an unforeseen urgent matter or situation out of the employee's control that requires immediate leave or could result in serious negative consequences if not attended to.
- (F) If, due to operational needs of the City, an employee is denied the ability to take sufficient vacation to remain under his/her cap, the employee may seek City Manager approval to exceed the maximum cap for a time period to be specified by the City Manager.
- (G) 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.
- (H) Negative Vacation:

Employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship or extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual 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.

(I) Same Day/Next Day Time Off Request (Non-Sick Leave):

If an employee requests time off (e.g. Vacation, CTO, etc.) and the supervisor grants approval *after* determining there is minimal impact to workload, departmental coverage or the overall operation; the employee will not be charged for an unscheduled absence regardless of the timing of the request. Approval for such time will be granted based on the discretion of the supervisor and needs of the operation at the time of the request.

(J) Vacation Bidding:

Classification seniority will be used to determine vacation schedules for those submitted 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 per employee. 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 party requests. After January 31, vacations for the remainder of the calendar year will be determined on a first-come, first served basis.

## ARTICLE 25. HOLIDAYS

(A) Fixed Holidays: All employees in regular positions, except those employees assigned to a 6/3, 4/11 or a modified 4/10 schedule shall be entitled to the following fixed holidays:

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

The first pay period of January of each year, employees assigned to the 4/11 or modified 4/10 schedule shall be credited with eighty-eight (88) hours of accrued holiday time. Holiday leave shall be reduced by eighty-eight (88) as required by the modified 4/10 schedule for a net of zero (0) hours or reduced by twenty (20) hours as required by the 4/11 schedule, for a net of sixty-eight (68) hours. See Appendix. Employees assigned to the 4/11 or modified 4/10 schedule are not entitled to any additional compensation when the holiday falls on their regular workday. For employees on a 4/11 schedule, the remaining sixty-eight (68) hours of 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 pay period in which January 1 falls). If an employee enters into or leaves a

4/11 or modified 4/10 schedule, the employees holiday hours shall be adjusted to reflect the schedule change.

At the sole discretion of the Police Chief, a probationary Police Community Service Officer assigned to Field Training may be required to cash out all, or a portion, of their holiday time. The Police 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 Police Department.

- (B) Floating Holiday: Employees in regular positions shall be entitled to a total of eight (8) hours on a 5/2 or 6/3 schedule, nine (9) hours for a 9/80, ten (10) hours for a 4/10 schedule, eleven (11) hours for a 4/11 schedule floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to, or at the start of, the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls.
- (C) Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, with the approval of the Department Director.
- (D) Job Sharing: Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.
- (E) If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9), ten (10) hours (a full work shift) of holiday time off depending on their current work schedule. Employees on a modified 4-10 or 4-11 shall receive holiday compensation as defined in the shift agreement.
- (F) 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.
- (G) If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.
- (H) Employees working on fixed holidays shall be compensated at time and one-half for time actually worked; irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time except as provided in Article 12 (c).
- (I) Whenever a regular employee is required to work on a fixed holiday, which falls within the employee's regularly scheduled work week, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (eight (8), nine (9) or ten (10)), holiday compensatory time.

- (J) Whenever a regular employee is required to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule (4/10 or 9/80,).
- (K) Employees on leave without pay the last scheduled workday before and the first scheduled workday after a fixed holiday shall not receive holiday pay.
- (L) Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked shall be compensated in cash at straight time rates. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- (M) Employees may request cash-out of up to forty (40) hours of their grandfathered holiday time annually during the pay period in which November 1 falls. This cash-out is at the employee's current regular hourly rate of pay.

## **ARTICLE 26. SICK LEAVE**

- (A) Definition: Sick leave with pay is an insurance program provided by the City for employees in regular positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical or dental appointment. Sick leave shall not be used for any injury arising out of, or incurred in, connection with outside employment.
- (B) Kin Care: In compliance with California Labor Code Section 233, a maximum of one-half (1/2) of an employee's annual calendar year sick leave accrual (forty-eight (48) hours) may be used to care for the employee's own illness, or obtain care for a family member. A family member as used in this Section shall be consistent with Labor Code Section 233, which currently includes:
  - a. An employee's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
  - b. a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - c. a spouse;
  - d. a registered domestic partner;
  - e. a grandparent;
  - f. a grandchild;
  - g. a sibling or stepsibling;
  - h. a mother-in-law or father-in-law

Employees should provide as much advance notice as reasonably possible to the City of the planned absence as set forth in section E(2) below.

- (C) Accumulation: Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year. Sick leave hours will accrue in tenths of an hour. Each year, during the last pay period ending in June, payroll will adjust sick leave accruals in order to ensure that employee accruals are consistent with the applicable annual accrual rate.

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

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

- (D) Compensation: Sick leave shall be compensated at the employee's regular hourly rate of pay. When an employee is transferred from one department to another, the transfer shall have no effect on the employee's sick leave accruals.

- (E) Administration:

- (1) It shall be the responsibility and duty of the employee to report their time accurately on their timesheet. Each Department Director or his/her designee shall review each request for sick leave and allow sick leave with pay where the application is determined to be proper and fitting.
- (2) Notice of Sickness: In twenty-four (24) hour departments, the Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Director or designee must be notified not later than the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.
- (3) Review: The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the City, require a medical report by a doctor to support a claim for sick leave pay.



- (4) Proof: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more, when requested by the Department Director. The Department Director may require a doctor's certificate for absences of less than three (3) consecutive days for employees who have received a Performance Improvement Plan (PIP) for attendance, or under circumstances where the supervisor has reasonable suspicion that an abuse of sick leave has occurred.
- (5) Improper Use: Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, and trivial indisposition, instances of misrepresentation or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.
- (F) Coordination of Benefits: Employees shall be entitled to coordinate fully their sick leave benefits with their Workers' Compensation benefits.
- (G) Sick Leave Cash-out: Employees who leave City employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time termination for twenty-five percent (25%) of the employee's unused grandfathered sick leave bank at the employee's then current regular rate of pay. There is no cash value to regular sick leave bank.
- (H) Usage. When taking sick leave, employees with grandfathered sick leave conversion banks shall utilize sick leave hours accrued on or after October 8, 2013 before utilizing hours from the grandfathered bank.
- (I) Retirement: For Employees hired before January 1, 2011
1. Employees hired before January 1, 2011 and who retire from the City between October 8, 2013 and December 31, 2014, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused grandfathered sick leave, up to two thousand (2,000) hours, applied by the City upon retirement to premiums for health insurance plans covered by the City. Said insurance contribution shall be provided in an amount up to a monthly rate of \$621 for retiree without dependents and up to \$1,100 for retirees with dependent coverage.
  2. Employees hired before January 1, 2011 and who retire from the City on or after January 1, 2015, after five (5) years of continuous service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused grandfathered sick leave, converted to the Retiree Medical Program based on the amounts described in Article 33 - Retiree Health (retired on or after January 1, 2015). Employees who retire on or after September 23, 2014 are no longer eligible for the City's medical insurance plans.
  3. In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents shall remain eligible to receive this benefit.

4. For employees who were hired before January 1, 2011 and who retire on or before December 31, 2014, if after the ninety percent (90%) conversion, a retiring employee has less than four hundred sixteen (416) hours, accrued vacation leave may be applied to the sick leave account, provided that the total number of hours of sick leave (at a ninety percent (90%) conversion) and vacation does not exceed four hundred sixteen (416) hours. Employees who retire on or after January 1, 2015, regardless of hire date, shall not be eligible to convert any accrued vacation time to sick leave.
- (J) During the contract term, employees (i) with at least 240 hours in their sick leave banks and (ii) who have used less than three (3) days of sick leave from January 1<sup>st</sup> until the last pay period in November annually may deposit the value of up to twenty-four (24) hours of sick leave into a Health Savings Account (HSA), if eligible. If not eligible, employees may elect to have the deposit made to their Deferred Compensation Account. The converted sick leave hours will be valued based on the employee's then-current hourly straight time rate of pay. The deposit will happen in the first pay period in December annually.

## **ARTICLE 27. STATE DISABILITY INSURANCE (SDI)**

- (A) Beginning June 13, 2017, MPNSA voluntarily participates in State Disability Insurance (SDI) by payroll deduction at employee expense. The percent of payroll deduction from employee paychecks for SDI is determined by the State of California Employment Development Department from year to year. Information about SDI eligibility and benefits is available at [www.edd.ca.gov](http://www.edd.ca.gov).
- (B) Coordination of SDI Benefits with Accrued Leave:
- 1) Employees who are absent from duty because of a State Disability Insurance (SDI) or Paid Family Leave (PFL) qualifying reason and have been authorized to use City paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, will be eligible to integrate the payment of State Disability Insurance benefits with such City paid leave benefits. No integration of City paid leave benefits and State Disability Insurance will occur unless the City has approved the use of the City paid leave benefits by the employee requesting integration.
  - 2) Whenever eligible employees who have accrued leave balances receive SDI/PFL benefits, the use of the accrued leave balances will be integrated with the SDI/PFL benefits so as to provide a combined income equivalent to 100% of the regular gross income as long as such eligible disability qualifies and available leave balances are authorized by the City. An employee may opt out of integration and freeze all leave balances resulting in a leave without pay if done so in writing prior to any leave integration. Either option is irrevocable for the duration of the absence. If leave balances are frozen, the employee may elect a one-time change to integration upon extension of the original leave of absence.
  - 3) Integration of leaves will not begin until the employee provides a copy of the SDI/PFL benefit award letter indicating benefit payment amounts. The amount of

the SDI/PFL benefit will be deducted from the employee's next paycheck and the equivalent amount of leave hours will be credited to the employee's balances.

- 4) The following conditions will apply where SDI/PFL benefits are integrated with accrued leave balances:
  - a) The leave balances that will be available for integration with SDI/PFL benefits and the required order, unless the employee notifies their supervisor otherwise, of their use are sick leave, compensating time off, holiday compensatory time, vacation, and grandfathered sick leave. Integration will continue until the employee returns to work or exhausts all leave balances.
  - b) Employee authorized voluntary deductions will continue unless stopped by the employee so long as there is adequate income to cover deductions.
  - c) Sick leave and vacation will accrue at the employee's usual rate during the period the employee receives the integrated leave and SDI/PFL benefits. Accruals will end if the employee exhausts all leaves even if still receiving SDI/PFL benefits.
  - d) The seniority and step increase eligibility of the employee will continue to accrue at the employee's usual rate during the period the employee receives the integrated leave and SDI/PFL benefits.
  - e) When an employee exhausts all available City paid leave balances or opts out of integrations, the employee will request an unpaid leave of absence from his/her department pursuant to the provisions of Personnel Administrative Order 13.6 (f). Regardless of whether the employee continues to receive SDI/PFL payments, once all City paid leave balances are exhausted, City compensation will cease unless the employee returns to work.
  - f) The City will continue its contributions toward the employee's health, dental, life, vision and retirement plans during the period the employee receives the integrated leave and SDI/PFL benefits.
  - g) Eligible part-time employees will be entitled to the integrated leave and SDI/PFL benefits of this section in the same ratio that their part-time employment has to full-time employment.
- 5) Leave taken by an employee under the SDI/PFL program may be eligible for coverage under the Family, Medical and/or Pregnancy Disability Leave (FMLA) policy pursuant to Article 29. Employees are responsible for completing all required forms for FMLA leave approval. SDI and Paid Family Leave provide benefits for covered absences but do not provide for job protection or return to work rights.
- 6) During the term of this contract, the parties agree to meet and confer at the request of the City over modifications to this leave integration process.

## **ARTICLE 28. BEREAVEMENT LEAVE**

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

In addition, a maximum of two (2) days of accrued sick leave regardless of work schedule may be used per occurrence for bereavement due to the death of persons in the immediate family or any relative living with the employee upon approval by the Department Head. In extraordinary situations, use of additional sick leave may be approved by the City Manager.

## **ARTICLE 29. LEAVES OF ABSENCE**

(A) Family and Medical Leave. The City shall comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL) per federal and state law.

1) Pay While on Leave. The employee may use accrued leave or the employer may require an employee to use accrued leave. The City shall not require an employee to use accrued leave if use of leave jeopardizes a short or long term disability benefit. An employee with a planned vacation or other absence may retain up to two weeks of paid vacation or other leave.

(B) Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the City payroll. The person shall be reinstated from the military leave of absence at the same step in the salary range that s/he would have been eligible to receive had s/he not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et seq., or any successor statute. When an unscheduled absence related to military leave occurs, the supervisor may not take any action against the employee if the employee, within 72 hours of receipt of documentation, provides documentation from the military verifying the date and time of the employee's military service. The City does not provide pay to employees for inactive duty.

(C) Jury Duty Leave. When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from duty without loss of salary while rendering such service (including travel time). Jury fees received by an employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an absence related to jury duty leave

occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of the jury service and provides the supervisor with documentation from the court verifying the date and time of the employee's jury service.

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

(E) Compulsory Leave.

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

- (a) Time spent attending the fitness-for-duty medical examination (including travel time) shall be considered hours worked;
- (b) The City's healthcare provider shall not disclose to the City any confidential medical information and shall only describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed;
- (c) Neither the City nor its healthcare provider shall be permitted to require the employee sign an authorization for release of confidential medical information to the City;
- (d) Neither the City nor its healthcare provider shall order the employee to undergo any particular medical treatment as a condition of continued employment;
- (e) Time spent on compulsory leave shall not be considered or designated FMLA or CFRA qualifying leave for the purposes of employee's 12-week FMLA entitlement; and

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

provide as much advance notice as reasonably possible to the City of the planned absence. When an unscheduled absence related to paid release time occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification of the reason for the absence.

(J) Time Bank. Article 44 provides for time bank hours to be available for Association business. Advance notice provisions apply to use of these hours, however, occasionally urgent matters will arise that do not permit the advance notice. MPNSA officers or directors may collectively utilize five (5) unscheduled absences per year that will not be counted as an unscheduled absence.

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

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

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

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

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

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

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

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

- (L) Victims of Crime. If an employee or an immediate family member, as defined in Article 26 (b) is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, the employee may take unpaid time off from work in order to attend judicial proceedings related to that crime.

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

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

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

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

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



- (3) For any reason considered appropriate by the Department Director and the Director of Human Resources.
- (4) A request for a special leave of absence without pay must be in writing and requires the approval of the Department Director and the Director of Human Resources. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.
- (5) Except as otherwise provided in Article 32, Health, Dental & Vision, when an employee is on a special leave of absence without pay with or without right to return to his or her classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a special leave of absence without pay, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the City, shall be necessary prior to reinstatement.

### **ARTICLE 30. RETIREMENT**

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

For employees hired prior to January 17, 2012, the pension benefit shall be:

- (A) The City's contract with PERS provides for two (2%) percent at age fifty-five (55) retirement benefits and 1959 Survivor Benefit Level 3.
- (B) Employees shall pay seven percent (7%) employee contribution. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
- (C) The period for determining average salary for retirement benefits shall be the twelve (12) highest paid consecutive months.
- (D) Specific procedures and policies governing the above shall be as in the Personnel Rules and Personnel Administrative Orders.

For employees hired on or after January 17, 2012, and before January 1, 2013 the pension benefit shall be:

- (A) The City's contract with PERS provides for two (2%) percent at age sixty (60) retirement benefits and 1959 Survivor Benefit Level 3.
- (B) Employees shall pay seven percent (7%) employee contribution. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
- (C) The period for determining average salary for retirement benefits shall be the thirty-six (36) highest paid consecutive months.
- (D) Specific procedures and policies governing the above shall be as in the Personnel Rules and Personnel Administrative Orders.

For employees hired on or after January 1, 2013 and considered a new member of CalPERS, the pension benefit shall be:

- (A) PERS provides for two percent (2%) at age sixty-two (62) retirement benefits and 1959 Survivor Benefit Level 3.
- (B) Employees shall pay fifty percent (50%) of the total normal cost of their pension benefit, as determined annually by CalPERS. Such payments shall be implemented pursuant to the provisions of Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
- (E) The period for determining average salary for retirement benefits shall be the thirty-six (36) highest paid consecutive months.

## **ARTICLE 31. DEFERRED COMPENSATION**

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

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

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

## ARTICLE 32. HEALTH, DENTAL, VISION INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (F) The City's contribution for employees with family coverage or employee plus one dependent coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the CITY, regardless of the health plan selected by the employee or the contribution amounts listed above.
- (G) For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the applicable above contribution not needed to pay for the employee's combined premiums, into the employee's Health Savings Account.
- (H) For employees who opt out of medical health coverage, employee may elect to 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 dental and vision premium or have the amount paid in cash.

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

Except as otherwise required by law or this Memorandum, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the City towards premium payment and coverage shall cease,

unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental, and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.

Employees receiving Workers' Compensation temporary disability payments through payroll shall continue to receive the City contribution towards health, dental and vision benefits.

The City shall continue an IRS Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums for un-reimbursed health, dental and vision expenses and dependent care costs.

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

The City's health plan year is January through December with open enrollment occurring during the month of October.

Should the year-over-year healthcare premium for the Kaiser HDHP (Employee + 1) plan increase by ten percent (10%) or greater, the parties shall meet and confer to discuss the City's contributions towards employee healthcare costs for the applicable plan year. In no event will the City's contribution to healthcare costs be decreased under this reopener. This provision shall sunset at the expiration of this contract.

### **ARTICLE 33. RETIREE HEALTH INSURANCE**

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

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

#### **I. Retiree Medical Program**

- a. The City shall contribute to a City sponsored defined contribution retiree medical benefit plan a City contribution of \$25 per month for full time employees. For a full-time employee, this equates to a maximum of \$300 per year. 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.

Effective January 1, 2019, the defined City contribution shall increase by an additional \$15. The defined City contribution shall be a maximum contribution of \$100 per month by January 2019.

Employees under this subsection shall be deemed to have satisfied any service eligibility requirements necessary to receive this benefit.

- b. Employees who retire after five (5) continuous years of service in good standing may, on a one-time basis, have ninety percent (90%) of their unused grandfathered sick leave converted to a City sponsored defined contribution retiree medical benefit plan at a rate of eight (8) hours equals one month of contribution to purchase medical insurance.

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

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

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

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

- b. Retiree Only contribution for eligible recipients is allowable regardless of where the retiree acquires authorized and legitimate medical insurance coverage (i.e. through State Exchange, through individual insurance company, through a current employer, or through spouse employer).
- c. Retiree shall not be eligible to receive a contribution for dependent, spouse, or registered domestic partner under the Retiree + 1 or Retiree + Family levels if retiree's dependent, spouse, or registered domestic partner has medical insurance through their current employer, is covered under Retiree's current employer, or if Retiree does not purchase individual insurance for dependent.
- d. Upon retirement only, the City shall transfer contributions based on eligibility above into the retiree's individual account with the City 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 from loss of coverage with City through either December 31<sup>st</sup> or June 30<sup>th</sup>, 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 31<sup>st</sup> (for months January – June) & July 31<sup>st</sup> (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 15<sup>th</sup> 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 15<sup>th</sup>, 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 for receiving contributions in the future in they did not receive a contribution during the year.
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 1<sup>st</sup> 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 \$500 for spouse or \$1,000 for spouse and one or more child dependent 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.

(B) 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 in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below:

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

(b) City Contribution:

(1) 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.

(2) Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute for each eligible full-time employee, one hundred dollars (\$100.00) 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 lump sum contribution based on their hours worked. 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.

(D) Access to Account Balance:

(1) Participants may access the balance in their HRA account upon termination of employment and attainment of age fifty (50) or retirement from CalPERS Retirement System, whichever is earlier.

(2) Participants may defer accessing the account balance to any time beyond the earliest date described in (1).

(3) Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations



and maximums as stipulated by law, however, federal regulations at this time do not permit the inclusion of expenses for domestic partners. Should future federal regulations allow for the inclusion of domestic partners, they shall be added as eligible to this section.

(E) Survivors of eligible retirees with account balances:

- (1) Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- (2) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts. Should future federal regulations allow for the inclusion of domestic partners, they shall be added as eligible to Section (1), above.

(F) Forfeiture of account balance:

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

(G) 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.

**ARTICLE 34. EMPLOYEE ASSISTANCE PLAN**

- (A) The City provides employees and dependents professional assistance with financial, marital, psychological, family, alcohol or drug-related problems. The assistance shall consist of assessment, counseling and referral services up to a maximum of three (3) visits each per year for employees and dependents.
- (B) Any employee shall receive group crisis debriefing and for those involved in a critical incident, one-on-one critical incident debriefing at the City's expense with the contracted professional.
- (C) The City shall provide counseling/psychotherapy to Police Community Service Officers and Police Identification Technicians. Free counseling will also be provided to their dependents 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. These services shall be provided only by the City's contracted provider for sworn staff and subject to the contract provider agreeing to provide such services.

## **ARTICLE 35. LONG-TERM DISABILITY INSURANCE**

The City provides, at City expense, all employees with long-term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds percent (66 2/3%) of the first nine thousand dollars (\$9,000) per month in earnings, reduced by any income received from other sources. The plan provides for a sixty (60) day waiting period, but if the disability lasts longer than ninety (90) days; the disability payments will be retroactive to the 31st day. The existing LTD program includes a Managed Disability contract. Essentially, this contract provides that LTD benefit dollars will be offset by any workers' compensation income, mandates rehabilitation and changes the definition of disability to a loss of at least twenty percent (20%) of income.

## **ARTICLE 36. LIFE INSURANCE**

The City shall provide at City expense all employees with term life insurance coverage in the amount of twenty thousand dollars (\$20,000). Employees shall have the option to buy additional coverage at their own expense.

## **ARTICLE 37. PROBATION**

All original and promotional appointments to positions in the classified service shall be tentative and subject to a probationary period of one (1) year from the date of appointment to the position. The purpose of the probationary period is to train, observe and evaluate the employee on conduct, performance, attitude, adaptability and job knowledge.

- (A) Initial Probation: The initial probationary period is one (1) year from the date of appointment. If an employee has a leave of absence, either paid or unpaid of greater than 400 hours (10 weeks) the probationary period may be extended by the length of the leave. Probation may also be extended for the time period during which any employee is not performing the essential functions on the job as a result of being placed on modified duty or absence while on medical leave, which are in excess of a cumulative total of eighty (80) hours. All hours in excess of eighty (80) hours will extend probation on an hour for hour basis.
- (B) Promotional Probation: The probationary period of a promoted employee is one (1) year from the date of promotion. If an employee has a leave of absence, either paid or unpaid of greater than 460 hours (11.5 weeks) the probationary period may be extended by the length of the leave. Probation may also be extended for the time period during which any employee is not performing the essential functions on the job as a result of being placed on modified duty or absence while on medical leave, which are in excess of a cumulative total of eighty (80) hours. All hours in excess of eighty (80) hours will extend probation on an hour for hour basis.

- (C) An employee released during, or at the conclusion of, probation following a promotion, shall be reinstated to the position previously held, at the former salary step, except if the reasons for release are cause for dismissal.

The City may extend an employee's initial or promotional probationary period up to six (6) additional months by mutual agreement with MPNSA.

During the initial probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished the probationer.

## **ARTICLE 38. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE**

When it becomes necessary through lack of work, lack of funds or for other reasons to reduce the number of employees, the City shall first layoff all Police Cadets prior to any other layoffs. If additional layoffs are necessary, the City shall then 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 classification seniority and performance evaluation reports. Classification Seniority is defined as the length of continuous service in the current classification including higher classifications in the current department including periods of authorized leaves of absence, which require a retirement contribution, and including all periods as a full-time CETA and PEP employee. In the event of a break in service, classification seniority shall restart upon rehire. In the event of a tie in classification seniority, determination of seniority will be based first upon total exam score as used for placement onto the City's position eligibility list during recruitment. If a tie still exists, determination will then be based upon total City service, and finality upon a review of evaluation ratings until the tie is broken.

### **(A) Transfer, Demotion, Layoff**

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

employees within a department and classification. All persons laid off shall have their names placed on the department classification reinstatement eligible list for a period of two (2) years. Departments will be encouraged to consider employees on a reinstatement list for vacancies, City-wide, for their specific classification.

- (B) 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.
- (C) Names shall be placed on department classification reinstatement eligible lists in the inverse order of layoff and seniority as defined in the introductory paragraph for this Article. 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. Eligible individuals not responding to written notification of an opening within fourteen (14) calendar days shall forfeit their consideration for reinstatement to that opening.
- (D) A reinstated employee shall be entitled to the following benefits:
  - (1) Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).
  - (2) Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.
  - (3) A salary as nearly as possible equivalent to the salary range and step 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.
- (E) 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. All other persons appointed from a reinstatement list shall serve a new probationary period.
- (F) 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.

## ARTICLE 39. GRIEVANCE PROCEDURE

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

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

For purposes of this procedure, notification to a party may be given personally, telephonically or by mail or email. When notice is mailed to an employee, it shall be sent to the employee's current address of record. Notice by mail shall be deemed to have been completed on the seventh (7th) calendar day following deposit of notice with the United States Postal Service.

- (E) Jurisdiction: The Director of Human Resources shall have the sole authority within the City to provide the official management interpretation or application to any and all provisions of this Memorandum. The Director of Human Resources, or designee, may represent the department during any step of this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this

procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.

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

When a written grievance is submitted at the Second Step, the reviewing supervisor shall, upon receipt, forward a copy of the grievance to the Director of Human Resources for review. Should the reviewing supervisor fail to forward a copy of the grievance to the Director of Human Resources, the grievant shall not be prejudiced. If the Director of Human Resources makes a determination that the grievance is a matter for which this Grievance Procedure is not

appropriate, the grievant and the supervisor shall be notified in writing within ten (10) calendar days.

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

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

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

#### **ARTICLE 40. DISCIPLINARY ACTIONS**

- (A) The following shall constitute just cause for disciplinary action. Disciplinary action will be proportionate to the offense and shall follow the progressive discipline procedures described below:
  - (1) Violation of the City Charter
  - (2) Violation of the Modesto Municipal Code
  - (3) Violation of the Personnel Rules or Personnel Administrative Orders, excluding Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
  - (4) Fraud in securing employment
  - (5) Incompetency
  - (6) Inefficiency

- (7) Failure to meet job performance expectations, including but not limited to maintaining all required licenses and certifications
  - (8) Inexcusable neglect of duty
  - (9) Insubordination
  - (10) Dishonesty
  - (11) Being under the influence of alcohol or controlled substances while on duty
  - (12) Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
  - (13) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (14) Discourteous treatment of the public or other employees, including, but not limited to violations of the Anti-Bullying Policy
- (15) Misuse of City property and resources
  - (16) Violation of any established departmental rule, regulation, policy and/or manual
  - (17) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the City
  - (18) Unlawful discrimination, and harassment as provided under federal, state and local law.
  - (19) Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment and/or coercion made in the course of employment
- (B) The City 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 layoff.
- (C) The City may suspend an employee without pay at any time for just cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.
- (D) The City may dismiss an employee at any time. A regular employee in the classified service shall be entitled to a written statement of the just cause for dismissal.
- (E) The City may place an employee on disciplinary probation for a specified period, not to exceed one (1) year. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement established as a condition of the probation. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.
- (F) The Department head may authorize an employee for overtime, standby or call-back during the time when he/she is on disciplinary probation but not while the employee is serving a disciplinary suspension without pay.
- (G) An employee shall be given reasonable notice when he/she is scheduled to be interviewed as the subject in an investigation in accordance with the provisions of law.



This will include information as to the nature of the allegation, Articles of this Memorandum or other policies and procedures that are believed to have been violated, and the date(s) of the alleged events, if known.

- (H) An employee may request an Association member or MPNSA legal representative if the employee believes an investigatory interview could result in discipline as defined in subsection (A).
- (I) While written reprimands are not considered discipline, per se, an employee shall have the right to request a review of the Memorandum and the facts included therein first by the supervisor's supervisor and up the chain of command, ending with the Department Director.

#### **ARTICLE 41. DISCIPLINARY APPEALS**

- (A) Employees shall have the right to appeal any dismissal, suspension, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in Article 39, Grievance Procedure.
- (B) An appeal must be filed in writing with the Director of Human Resources within thirty (30) days following written notice to the employee of the discipline.
- (C) Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one (1) name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a Hearing Officer, whether identified on the list or not.
- (D) The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.
- (E) The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at a hearing (except for good cause) shall be deemed withdrawal of the appeal and the discipline being appealed shall stand and be final.
- (F) Oral evidence at the hearing shall be taken only on oath or affirmation.

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

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

- (I) Either party may request a court reporter. The City shall select a competent court reporter to record the proceedings.
- (J) If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded. Parties to the proceedings shall include the appellant and a management employee from appellant's department to be selected by the City, both of whom may attend the hearing even though they testify as witnesses. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.
- (K) The Hearing Officer shall, after the matter is submitted, prepare and file findings and decisions. The decisions of the Hearing Officer shall be final and binding. The decisions shall be rendered as quickly as possible with due regard for the hardships that may result from undue delay.
- (L) The cost of the Hearing Officer and court reporter shall be divided equally between the City and the employee. The Hearing Officer and court reporter shall separately bill the City and the appellant for one-half (1/2) of the cost of his/her services.

## **ARTICLE 42. TIME BANK**

An Association Time Bank (ATB) has been established for the purpose of allowing MPNSA members to request paid time off for Association business, including participation in Association sponsored training and conferences and workshops. Any request of ATB time shall require the approval of the President prior to submission.

ATB request shall follow the same policy for approval as vacation time. ATB time requests shall be approved unless staffing is required on an overtime basis in order for the request to be approved. The Chief of Police reserves the right to approve ATB requests which incur overtime costs. ATB time shall not supersede previously approved vacation requests of other Police personnel.

During the first full pay period that begins in August of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the Association President, up to two and one-half (2.5) hours of vacation leave to the Association Time Bank. This time, if not utilized by the Association within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash out, but rolled over to the next year's ATB. This time shall become property of MPNSA and shall be banked. At no time shall the bank exceed five hundred (500) hours.

The Association shall hold the City and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this section.

## **ARTICLE 43. COMMUTER BUS PASSES**

The City will make available free commuter bus passes for use by employees in commuting to and from work including the local Law Enforcement Academy site.

## **ARTICLE 44. EMPLOYEE PARKING**

Upon request, employees whose work site is at Tenth Street Place shall be assigned, by the City, to free parking (non-transferable), during their workdays, at the Ninth Street Garage, the Tenth Street Garage and/or at other designated parking locations within a three-block (3) radius of Tenth Street Place. Failure to utilize this right may, after notification to the employee, result in the deactivation of their proximity card garage access or revocation of the parking pass issued to the employee.

## **ARTICLE 45. OUTSIDE EMPLOYMENT**

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

## **ARTICLE 46. CITY'S EEO PLAN**

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

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

## **ARTICLE 47. ASSOCIATION DUES DEDUCTIONS**

- (A) Responsibilities: MPNSA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the bargaining unit regardless of whether or not they are members of MPNSA. MPNSA will be custodian of records for deduction authorization and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. MPNSA shall not be required to provide the City with a copy of an employee's authorization unless a dispute arises about the existence or terms of the authorization. However, MPNSA will provide the City with adequate information in the certification document for each employee to allow the City to identify the appropriate level of deductions.
- (B) Employee Election: All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the bargaining unit may elect to become a member.

The employee shall have, on a monthly basis, a payroll deduction of Union Dues based upon the current dues, assessments and fees scheduled authorized by MPNSA.

- (C) The City's Responsibilities: All dues, fees and assessments shall be remitted to MPNSA, in a timely manner, normally within fifteen (15) days from the date that such monies are withheld from the employee's payroll. The City shall direct employee requests to cancel or change deductions to MPNSA and shall rely on information provided by MPNSA regarding whether deductions for MPNSA were properly canceled or changed.

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

- (D) Separation from Unit: The provisions of this MOU shall not apply during such period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, or lay-off.
- (E) Compliance: The City has agreed to provide all new represented employees on the date of their initial employment, an information packet explaining association membership. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information shall be provided to the City by MPNSA and shall be produced at the sole expense of MPNSA.
- (F) Forfeiture of Deductions: If an employee is on leave without pay for any reason for 40 or more hours in a pay period, no such deduction shall be made for that period.
- (G) Hold Harmless: In accordance with Government Code 3502.5 (b), MPNSA, agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this MOU.
- (H) Reporting Requirements: MPNSA shall comply with all applicable provisions of Government Code 3502.5 (f) with regards to financial reporting.

Employees who fail to provide MPNSA with a correct mailing address or who fail to notify MPNSA, of changes in their mailing address and who because of such failure do not receive any notice required by law shall be entitled to such notice only upon contacting MPNSA to request such notice.

## **ARTICLE 48. PROVISIONS OF LAW**

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

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

## **ARTICLE 49. JOB ACTIONS**

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

## **ARTICLE 50. FULL UNDERSTANDING MODIFICATION AND WAIVER**

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

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

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

provisions of this Agreement or following the exercise by both parties of their respective rights and obligations to meet and confer or meet and consult regarding matters specified in Government Code Sections 3500 et. seq.

**ARTICLE 51. APPROVAL**

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


FOR THE  
CITY OF MODESTO

FOR MODESTO POLICE & FIRE  
NON-SWORN ASSOCIATION

  
\_\_\_\_\_  
Joseph Lopez  
City Manager

1.12.21

Date

  
\_\_\_\_\_  
Sharon Bear  
MPNSA President

11/30/2020

Date

  
\_\_\_\_\_  
Christina Alger  
Director of Human Resources

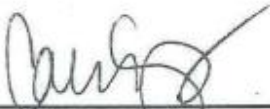
11/13/21

Date

  
\_\_\_\_\_  
Art Miller  
MPNSA Negotiator

11/30/2020

Date

  
\_\_\_\_\_  
Carmen Vargas  
Employee Relations Officer

12/18/20

Date

  
\_\_\_\_\_  
Shannon Sandobal  
MPNSA Negotiator

12/3/2020

Date

  
\_\_\_\_\_  
Burke Dunphy  
Chief Negotiator

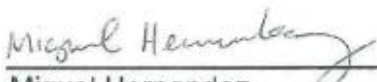
1/13/21

Date

  
\_\_\_\_\_  
Ivie Pagano  
MPNSA Negotiator

1/6/21

Date

  
\_\_\_\_\_  
Miguel Hernandez  
MPNSA Negotiator

11/24/2020

Date

  
\_\_\_\_\_  
Chuck Flesher  
Labor Representative, Mastagni Law

12-2-2020

Date



**EXHIBIT 1 CLASSIFICATIONS AND SALARY RANGES EFFECTIVE OCTOBER 29, 2019**

| <b>RANGE</b> | <b>TITLE</b>                               |
|--------------|--|
| 1103         | Police Cadet I                             |
| 1107         | Police Cadet II                            |
| 1109         | Police Clerk I                             |
| 1113         | Police Clerk II                            |
| 1116         | Police Animal Control Officer              |
|              | Police Community Service Officer I         |
|              | Police Evidence and Property Technician I  |
| 1120         | Police Animal Control Officer II           |
|              | Police Community Service Officer II        |
|              | Police Evidence and Property Technician II |
| 1122         | Law Enforcement Academy Recruit            |
|              | Police Officer Recruit                     |
| 1123         | Police Identification Technician I         |
|              | Police Technician                          |
| 1126         | Police Crime and Intelligence Analyst I    |
| 1127         | Fire Prevention Inspector I                |
|              | Police Identification Technician II        |
| 1130         | Police Crime and Intelligence Analyst II   |
| 1131         | Fire Prevention Inspector II               |
| 1135         | Senior Fire Prevention Inspector           |

**EXHIBIT 2 CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 23, 2020**

| <b>RANGE</b> | <b>TITLE</b>                               |
|--------------|--|
| 1103         | Police Cadet I                             |
| 1107         | Police Cadet II                            |
| 1110         | Police Support Specialist I                |
| 1114         | Police Support Specialist II               |
| 1117         | Police Animal Control Officer              |
|              | Police Community Service Officer I         |
|              | Police Evidence and Property Technician I  |
| 1121         | Police Animal Control Officer II           |
|              | Police Community Service Officer II        |
|              | Police Evidence and Property Technician II |
| 1122         | Law Enforcement Academy Recruit            |
|              | Police Officer Recruit                     |
| 1123         | Police Identification Technician I         |
|              | Police Technician                          |
| 1126         | Police Crime and Intelligence Analyst I    |
| 1127         | Fire Prevention Inspector I                |
|              | Police Identification Technician II        |
| 1130         | Police Crime and Intelligence Analyst II   |
| 1131         | Fire Prevention Inspector II               |
| 1135         | Senior Fire Prevention Inspector           |

**EXHIBIT 3 CLASSIFICATIONS AND SALARY RANGES EFFECTIVE JUNE 22, 2021**

| <b>RANGE</b> | <b>TITLE</b>                               |
|--------------|--|
| 1103         | Police Cadet I                             |
| 1107         | Police Cadet II                            |
| 1111         | Police Support Specialist I                |
| 1115         | Police Support Specialist II               |
| 1117         | Police Animal Control Officer              |
|              | Police Community Service Officer I         |
| 1118         | Police Evidence and Property Technician I  |
| 1121         | Police Animal Control Officer II           |
|              | Police Community Service Officer II        |
| 1122         | Law Enforcement Academy Recruit            |
|              | Police Officer Recruit                     |
|              | Police Evidence and Property Technician II |
| 1123         | Police Identification Technician I         |
|              | Police Technician                          |
| 1126         | Police Crime and Intelligence Analyst I    |
| 1127         | Fire Prevention Inspector I                |
|              | Police Identification Technician II        |
| 1130         | Police Crime and Intelligence Analyst II   |
| 1131         | Fire Prevention Inspector II               |
| 1135         | Senior Fire Prevention Inspector           |

**EXHIBIT 4 SALARY SCHEDULE EFFECTIVE 10/29/19**

**CITY OF MODESTO  
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 19/20  
EFFECTIVE: OCTOBER 29, 2019**

MPNSA

|      | HOURLY |       |       |       |       | BI-WEEKLY |          |          |          |          | MONTHLY  |          |          |          |          |
|------|--------|-------|-------|-------|-------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | A      | B     | C     | D     | E     | A         | B        | C        | D        | E        | A        | B        | C        | D        | E        |
| 1101 | 14.24  | 14.96 | 15.70 | 16.49 | 17.31 | 1,139.20  | 1,196.80 | 1,256.00 | 1,319.20 | 1,384.80 | 2,476.62 | 2,601.84 | 2,730.54 | 2,867.94 | 3,010.56 |
| 1102 | 14.60  | 15.33 | 16.10 | 16.90 | 17.75 | 1,168.00  | 1,226.40 | 1,288.00 | 1,352.00 | 1,420.00 | 2,539.23 | 2,666.19 | 2,800.11 | 2,939.25 | 3,087.08 |
| 1103 | 14.97  | 15.71 | 16.50 | 17.32 | 18.19 | 1,197.60  | 1,256.80 | 1,320.00 | 1,385.60 | 1,455.20 | 2,603.58 | 2,732.28 | 2,869.68 | 3,012.29 | 3,163.60 |
| 1104 | 15.34  | 16.11 | 16.91 | 17.76 | 18.64 | 1,227.20  | 1,288.80 | 1,352.80 | 1,420.80 | 1,491.20 | 2,667.93 | 2,801.85 | 2,940.99 | 3,088.82 | 3,241.87 |
| 1105 | 15.72  | 16.51 | 17.33 | 18.20 | 19.11 | 1,257.60  | 1,320.80 | 1,386.40 | 1,456.00 | 1,528.80 | 2,734.02 | 2,871.42 | 3,014.03 | 3,165.34 | 3,323.61 |
| 1106 | 16.12  | 16.92 | 17.77 | 18.66 | 19.59 | 1,289.60  | 1,353.60 | 1,421.60 | 1,492.80 | 1,567.20 | 2,803.59 | 2,942.73 | 3,090.56 | 3,245.35 | 3,407.09 |
| 1107 | 16.52  | 17.34 | 18.21 | 19.12 | 20.08 | 1,321.60  | 1,387.20 | 1,456.80 | 1,529.60 | 1,606.40 | 2,873.16 | 3,015.77 | 3,167.08 | 3,325.35 | 3,492.31 |
| 1108 | 16.93  | 17.78 | 18.67 | 19.60 | 20.58 | 1,354.40  | 1,422.40 | 1,493.60 | 1,568.00 | 1,646.40 | 2,944.47 | 3,092.30 | 3,247.09 | 3,408.83 | 3,579.27 |
| 1109 | 17.36  | 18.22 | 19.13 | 20.09 | 21.09 | 1,388.80  | 1,457.60 | 1,530.40 | 1,607.20 | 1,687.20 | 3,019.25 | 3,168.82 | 3,327.09 | 3,494.05 | 3,667.97 |
| 1110 | 17.79  | 18.68 | 19.61 | 20.59 | 21.62 | 1,423.20  | 1,494.40 | 1,568.80 | 1,647.20 | 1,729.60 | 3,094.04 | 3,248.83 | 3,410.57 | 3,581.01 | 3,760.15 |
| 1111 | 18.23  | 19.14 | 20.10 | 21.11 | 22.16 | 1,458.40  | 1,531.20 | 1,608.00 | 1,688.80 | 1,772.80 | 3,170.56 | 3,328.83 | 3,495.79 | 3,671.45 | 3,854.07 |
| 1112 | 18.69  | 19.62 | 20.60 | 21.63 | 22.72 | 1,495.20  | 1,569.60 | 1,648.00 | 1,730.40 | 1,817.60 | 3,250.56 | 3,412.31 | 3,582.75 | 3,761.89 | 3,951.46 |
| 1113 | 19.16  | 20.11 | 21.12 | 22.17 | 23.28 | 1,532.80  | 1,608.80 | 1,689.60 | 1,773.60 | 1,862.40 | 3,332.31 | 3,497.53 | 3,673.19 | 3,855.81 | 4,048.86 |
| 1114 | 19.63  | 20.62 | 21.65 | 22.73 | 23.87 | 1,570.40  | 1,649.60 | 1,732.00 | 1,818.40 | 1,909.60 | 3,414.05 | 3,586.23 | 3,765.37 | 3,953.20 | 4,151.47 |
| 1115 | 20.13  | 21.13 | 22.19 | 23.30 | 24.46 | 1,610.40  | 1,690.40 | 1,775.20 | 1,864.00 | 1,956.80 | 3,501.01 | 3,674.93 | 3,859.28 | 4,052.34 | 4,254.08 |
| 1116 | 20.63  | 21.66 | 22.74 | 23.88 | 25.07 | 1,650.40  | 1,732.80 | 1,819.20 | 1,910.40 | 2,005.60 | 3,587.97 | 3,767.11 | 3,954.94 | 4,153.21 | 4,360.17 |
| 1117 | 21.14  | 22.20 | 23.31 | 24.48 | 25.70 | 1,691.20  | 1,776.00 | 1,864.80 | 1,958.40 | 2,056.00 | 3,676.67 | 3,861.02 | 4,054.08 | 4,257.56 | 4,469.74 |
| 1118 | 21.67  | 22.76 | 23.89 | 25.09 | 26.34 | 1,733.60  | 1,820.80 | 1,911.20 | 2,007.20 | 2,107.20 | 3,768.85 | 3,958.42 | 4,154.95 | 4,363.65 | 4,581.05 |
| 1119 | 22.21  | 23.33 | 24.49 | 25.72 | 27.00 | 1,776.80  | 1,866.40 | 1,959.20 | 2,057.60 | 2,160.00 | 3,862.76 | 4,057.55 | 4,259.30 | 4,473.22 | 4,695.84 |
| 1120 | 22.77  | 23.91 | 25.10 | 26.36 | 27.68 | 1,821.60  | 1,912.80 | 2,008.00 | 2,108.80 | 2,214.40 | 3,960.16 | 4,158.43 | 4,365.39 | 4,584.53 | 4,814.11 |
| 1121 | 23.34  | 24.51 | 25.73 | 27.02 | 28.37 | 1,867.20  | 1,960.80 | 2,058.40 | 2,161.60 | 2,269.60 | 4,059.29 | 4,262.78 | 4,474.96 | 4,699.32 | 4,934.11 |
| 1122 | 23.92  | 25.12 | 26.37 | 27.69 | 29.08 | 1,913.60  | 2,009.60 | 2,109.60 | 2,215.20 | 2,326.40 | 4,160.17 | 4,368.87 | 4,586.27 | 4,815.84 | 5,057.59 |
| 1123 | 24.52  | 25.75 | 27.03 | 28.38 | 29.80 | 1,961.60  | 2,060.00 | 2,162.40 | 2,270.40 | 2,384.00 | 4,264.52 | 4,478.44 | 4,701.06 | 4,935.85 | 5,182.82 |
| 1124 | 25.13  | 26.39 | 27.71 | 29.09 | 30.55 | 2,010.40  | 2,111.20 | 2,216.80 | 2,327.20 | 2,444.00 | 4,370.61 | 4,589.75 | 4,819.32 | 5,059.33 | 5,313.26 |

|      |       |       |       |       |       |  |          |          |          |          |          |  |          |          |          |          |           |
|------|-------|-------|-------|-------|-------|--|----------|----------|----------|----------|----------|--|----------|----------|----------|----------|-----------|
| 1125 | 25.76 | 27.05 | 28.40 | 29.82 | 31.31 |  | 2,060.80 | 2,164.00 | 2,272.00 | 2,385.60 | 2,504.80 |  | 4,480.18 | 4,704.54 | 4,939.33 | 5,186.29 | 5,445.44  |
| 1126 | 26.41 | 27.73 | 29.11 | 30.57 | 32.09 |  | 2,112.80 | 2,218.40 | 2,328.80 | 2,445.60 | 2,567.20 |  | 4,593.23 | 4,822.80 | 5,062.81 | 5,316.73 | 5,581.09  |
| 1127 | 27.07 | 28.42 | 29.84 | 31.33 | 32.90 |  | 2,165.60 | 2,273.60 | 2,387.20 | 2,506.40 | 2,632.00 |  | 4,708.01 | 4,942.81 | 5,189.77 | 5,448.91 | 5,721.97  |
| 1128 | 27.74 | 29.13 | 30.58 | 32.11 | 33.72 |  | 2,219.20 | 2,330.40 | 2,446.40 | 2,568.80 | 2,697.60 |  | 4,824.54 | 5,066.29 | 5,318.47 | 5,584.57 | 5,864.58  |
| 1129 | 28.44 | 29.86 | 31.35 | 32.92 | 34.56 |  | 2,275.20 | 2,388.80 | 2,508.00 | 2,633.60 | 2,764.80 |  | 4,946.28 | 5,193.25 | 5,452.39 | 5,725.45 | 6,010.68  |
| 1130 | 29.15 | 30.60 | 32.13 | 33.74 | 35.43 |  | 2,332.00 | 2,448.00 | 2,570.40 | 2,699.20 | 2,834.40 |  | 5,069.77 | 5,321.95 | 5,588.05 | 5,868.06 | 6,161.99  |
| 1131 | 29.87 | 31.37 | 32.94 | 34.58 | 36.31 |  | 2,389.60 | 2,509.60 | 2,635.20 | 2,766.40 | 2,904.80 |  | 5,194.99 | 5,455.87 | 5,728.92 | 6,014.15 | 6,315.04  |
| 1132 | 30.62 | 32.15 | 33.76 | 35.45 | 37.22 |  | 2,449.60 | 2,572.00 | 2,700.80 | 2,836.00 | 2,977.60 |  | 5,325.43 | 5,591.53 | 5,871.54 | 6,165.46 | 6,473.30  |
| 1133 | 31.39 | 32.96 | 34.60 | 36.33 | 38.15 |  | 2,511.20 | 2,636.80 | 2,768.00 | 2,906.40 | 3,052.00 |  | 5,459.35 | 5,732.40 | 6,017.63 | 6,318.51 | 6,635.05  |
| 1134 | 32.17 | 33.78 | 35.47 | 37.24 | 39.10 |  | 2,573.60 | 2,702.40 | 2,837.60 | 2,979.20 | 3,128.00 |  | 5,595.01 | 5,875.02 | 6,168.94 | 6,476.78 | 6,800.27  |
| 1135 | 32.98 | 34.62 | 36.35 | 38.17 | 40.08 |  | 2,638.40 | 2,769.60 | 2,908.00 | 3,053.60 | 3,206.40 |  | 5,735.88 | 6,021.11 | 6,321.99 | 6,638.53 | 6,970.71  |
| 1136 | 33.80 | 35.49 | 37.26 | 39.13 | 41.08 |  | 2,704.00 | 2,839.20 | 2,980.80 | 3,130.40 | 3,286.40 |  | 5,878.50 | 6,172.42 | 6,480.26 | 6,805.49 | 7,144.63  |
| 1137 | 34.64 | 36.38 | 38.19 | 40.10 | 42.11 |  | 2,771.20 | 2,910.40 | 3,055.20 | 3,208.00 | 3,368.80 |  | 6,024.59 | 6,327.21 | 6,642.00 | 6,974.19 | 7,323.77  |
| 1138 | 35.51 | 37.29 | 39.15 | 41.11 | 43.16 |  | 2,840.80 | 2,983.20 | 3,132.00 | 3,288.80 | 3,452.80 |  | 6,175.90 | 6,485.48 | 6,808.97 | 7,149.85 | 7,506.39  |
| 1139 | 36.40 | 38.22 | 40.13 | 42.13 | 44.24 |  | 2,912.00 | 3,057.60 | 3,210.40 | 3,370.40 | 3,539.20 |  | 6,330.69 | 6,647.22 | 6,979.41 | 7,327.25 | 7,694.22  |
| 1140 | 37.31 | 39.17 | 41.13 | 43.19 | 45.35 |  | 2,984.80 | 3,133.60 | 3,290.40 | 3,455.20 | 3,628.00 |  | 6,488.96 | 6,812.45 | 7,153.33 | 7,511.60 | 7,887.27  |
| 1141 | 38.24 | 40.15 | 42.16 | 44.27 | 46.48 |  | 3,059.20 | 3,212.00 | 3,372.80 | 3,541.60 | 3,718.40 |  | 6,650.70 | 6,982.89 | 7,332.47 | 7,699.44 | 8,083.80  |
| 1142 | 39.20 | 41.16 | 43.21 | 45.37 | 47.64 |  | 3,136.00 | 3,292.80 | 3,456.80 | 3,629.60 | 3,811.20 |  | 6,817.66 | 7,158.55 | 7,515.08 | 7,890.75 | 8,285.55  |
| 1143 | 40.18 | 42.18 | 44.29 | 46.51 | 48.83 |  | 3,214.40 | 3,374.40 | 3,543.20 | 3,720.80 | 3,906.40 |  | 6,988.11 | 7,335.95 | 7,702.92 | 8,089.02 | 8,492.51  |
| 1144 | 41.18 | 43.24 | 45.40 | 47.67 | 50.05 |  | 3,294.40 | 3,459.20 | 3,632.00 | 3,813.60 | 4,004.00 |  | 7,162.03 | 7,520.30 | 7,895.97 | 8,290.77 | 8,704.70  |
| 1145 | 42.21 | 44.32 | 46.54 | 48.86 | 51.30 |  | 3,376.80 | 3,545.60 | 3,723.20 | 3,908.80 | 4,104.00 |  | 7,341.16 | 7,708.13 | 8,094.24 | 8,497.73 | 8,922.10  |
| 1146 | 43.26 | 45.43 | 47.70 | 50.08 | 52.59 |  | 3,460.80 | 3,634.40 | 3,816.00 | 4,006.40 | 4,207.20 |  | 7,523.78 | 7,901.19 | 8,295.98 | 8,709.91 | 9,146.45  |
| 1147 | 44.35 | 46.56 | 48.89 | 51.34 | 53.90 |  | 3,548.00 | 3,724.80 | 3,911.20 | 4,107.20 | 4,312.00 |  | 7,713.35 | 8,097.72 | 8,502.95 | 8,929.05 | 9,374.29  |
| 1148 | 45.45 | 47.73 | 50.11 | 52.62 | 55.25 |  | 3,636.00 | 3,818.40 | 4,008.80 | 4,209.60 | 4,420.00 |  | 7,904.66 | 8,301.20 | 8,715.13 | 9,151.67 | 9,609.08  |
| 1149 | 46.59 | 48.92 | 51.37 | 53.93 | 56.63 |  | 3,727.20 | 3,913.60 | 4,109.60 | 4,314.40 | 4,530.40 |  | 8,102.93 | 8,508.17 | 8,934.27 | 9,379.51 | 9,849.09  |
| 1150 | 47.76 | 50.14 | 52.65 | 55.28 | 58.05 |  | 3,820.80 | 4,011.20 | 4,212.00 | 4,422.40 | 4,644.00 |  | 8,306.42 | 8,720.35 | 9,156.89 | 9,614.30 | 10,096.06 |

**EXHIBIT 5 SALARY SCHEDULE EFFECTIVE 6/23/20**

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

MPNSA

|      | HOURLY |       |       |       |       | BI-WEEKLY |          |          |          |          | MONTHLY  |          |          |          |          |
|------|--------|-------|-------|-------|-------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | A      | B     | C     | D     | E     | A         | B        | C        | D        | E        | A        | B        | C        | D        | E        |
| 1101 | 14.53  | 15.26 | 16.02 | 16.83 | 17.67 | 1,162.40  | 1,220.80 | 1,281.60 | 1,346.40 | 1,413.60 | 2,527.06 | 2,654.02 | 2,786.20 | 2,927.07 | 3,073.17 |
| 1102 | 14.90  | 15.64 | 16.42 | 17.25 | 18.11 | 1,192.00  | 1,251.20 | 1,313.60 | 1,380.00 | 1,448.80 | 2,591.41 | 2,720.11 | 2,855.77 | 3,000.12 | 3,149.69 |
| 1103 | 15.27  | 16.03 | 16.84 | 17.68 | 18.56 | 1,221.60  | 1,282.40 | 1,347.20 | 1,414.40 | 1,484.80 | 2,655.76 | 2,787.94 | 2,928.81 | 3,074.91 | 3,227.96 |
| 1104 | 15.65  | 16.43 | 17.26 | 18.12 | 19.02 | 1,252.00  | 1,314.40 | 1,380.80 | 1,449.60 | 1,521.60 | 2,721.85 | 2,857.51 | 3,001.86 | 3,151.43 | 3,307.96 |
| 1105 | 16.04  | 16.85 | 17.69 | 18.57 | 19.50 | 1,283.20  | 1,348.00 | 1,415.20 | 1,485.60 | 1,560.00 | 2,789.68 | 2,930.55 | 3,076.64 | 3,229.69 | 3,391.44 |
| 1106 | 16.44  | 17.27 | 18.13 | 19.04 | 19.99 | 1,315.20  | 1,381.60 | 1,450.40 | 1,523.20 | 1,599.20 | 2,859.24 | 3,003.60 | 3,153.17 | 3,311.44 | 3,476.66 |
| 1107 | 16.86  | 17.70 | 18.58 | 19.51 | 20.49 | 1,348.80  | 1,416.00 | 1,486.40 | 1,560.80 | 1,639.20 | 2,932.29 | 3,078.38 | 3,231.43 | 3,393.18 | 3,563.62 |
| 1108 | 17.28  | 18.14 | 19.05 | 20.00 | 21.00 | 1,382.40  | 1,451.20 | 1,524.00 | 1,600.00 | 1,680.00 | 3,005.34 | 3,154.91 | 3,313.18 | 3,478.40 | 3,652.32 |
| 1109 | 17.71  | 18.59 | 19.52 | 20.50 | 21.52 | 1,416.80  | 1,487.20 | 1,561.60 | 1,640.00 | 1,721.60 | 3,080.12 | 3,233.17 | 3,394.92 | 3,565.36 | 3,742.76 |
| 1110 | 18.15  | 19.06 | 20.01 | 21.01 | 22.06 | 1,452.00  | 1,524.80 | 1,600.80 | 1,680.80 | 1,764.80 | 3,156.65 | 3,314.92 | 3,480.14 | 3,654.06 | 3,836.68 |
| 1111 | 18.60  | 19.53 | 20.51 | 21.54 | 22.61 | 1,488.00  | 1,562.40 | 1,640.80 | 1,723.20 | 1,808.80 | 3,234.91 | 3,396.66 | 3,567.10 | 3,746.24 | 3,932.33 |
| 1112 | 19.07  | 20.02 | 21.02 | 22.07 | 23.18 | 1,525.60  | 1,601.60 | 1,681.60 | 1,765.60 | 1,854.40 | 3,316.65 | 3,481.88 | 3,655.80 | 3,838.41 | 4,031.47 |
| 1113 | 19.55  | 20.52 | 21.55 | 22.63 | 23.76 | 1,564.00  | 1,641.60 | 1,724.00 | 1,810.40 | 1,900.80 | 3,400.14 | 3,568.84 | 3,747.98 | 3,935.81 | 4,132.34 |
| 1114 | 20.03  | 21.04 | 22.09 | 23.19 | 24.35 | 1,602.40  | 1,683.20 | 1,767.20 | 1,855.20 | 1,948.00 | 3,483.62 | 3,659.28 | 3,841.89 | 4,033.20 | 4,234.95 |
| 1115 | 20.54  | 21.56 | 22.64 | 23.77 | 24.96 | 1,643.20  | 1,724.80 | 1,811.20 | 1,901.60 | 1,996.80 | 3,572.32 | 3,749.72 | 3,937.55 | 4,134.08 | 4,341.04 |
| 1116 | 21.05  | 22.10 | 23.21 | 24.37 | 25.58 | 1,684.00  | 1,768.00 | 1,856.80 | 1,949.60 | 2,046.40 | 3,661.02 | 3,843.63 | 4,036.68 | 4,238.43 | 4,448.87 |
| 1117 | 21.57  | 22.65 | 23.79 | 24.97 | 26.22 | 1,725.60  | 1,812.00 | 1,903.20 | 1,997.60 | 2,097.60 | 3,751.45 | 3,939.29 | 4,137.56 | 4,342.78 | 4,560.18 |
| 1118 | 22.11  | 23.22 | 24.38 | 25.60 | 26.88 | 1,768.80  | 1,857.60 | 1,950.40 | 2,048.00 | 2,150.40 | 3,845.37 | 4,038.42 | 4,240.17 | 4,452.35 | 4,674.97 |
| 1119 | 22.67  | 23.80 | 24.99 | 26.24 | 27.55 | 1,813.60  | 1,904.00 | 1,999.20 | 2,099.20 | 2,204.00 | 3,942.77 | 4,139.30 | 4,346.26 | 4,563.66 | 4,791.50 |
| 1120 | 23.23  | 24.39 | 25.61 | 26.89 | 28.24 | 1,858.40  | 1,951.20 | 2,048.80 | 2,151.20 | 2,259.20 | 4,040.16 | 4,241.91 | 4,454.09 | 4,676.71 | 4,911.50 |
| 1121 | 23.81  | 25.00 | 26.25 | 27.57 | 28.95 | 1,904.80  | 2,000.00 | 2,100.00 | 2,205.60 | 2,316.00 | 4,141.04 | 4,348.00 | 4,565.40 | 4,794.97 | 5,034.98 |
| 1122 | 24.41  | 25.63 | 26.91 | 28.26 | 29.67 | 1,952.80  | 2,050.40 | 2,152.80 | 2,260.80 | 2,373.60 | 4,245.39 | 4,457.57 | 4,680.19 | 4,914.98 | 5,160.21 |
| 1123 | 25.02  | 26.27 | 27.58 | 28.96 | 30.41 | 2,001.60  | 2,101.60 | 2,206.40 | 2,316.80 | 2,432.80 | 4,351.48 | 4,568.88 | 4,796.71 | 5,036.72 | 5,288.91 |
| 1124 | 25.64  | 26.93 | 28.27 | 29.69 | 31.17 | 2,051.20  | 2,154.40 | 2,261.60 | 2,375.20 | 2,493.60 | 4,459.31 | 4,683.67 | 4,916.72 | 5,163.68 | 5,421.09 |
| 1125 | 26.29  | 27.60 | 28.98 | 30.43 | 31.95 | 2,103.20  | 2,208.00 | 2,318.40 | 2,434.40 | 2,556.00 | 4,572.36 | 4,800.19 | 5,040.20 | 5,292.39 | 5,556.74 |

|      |       |       |       |       |       |  |          |          |          |          |          |  |          |          |          |          |           |
|------|-------|-------|-------|-------|-------|--|----------|----------|----------|----------|----------|--|----------|----------|----------|----------|-----------|
| 1126 | 26.94 | 28.29 | 29.70 | 31.19 | 32.75 |  | 2,155.20 | 2,263.20 | 2,376.00 | 2,495.20 | 2,620.00 |  | 4,685.40 | 4,920.20 | 5,165.42 | 5,424.56 | 5,695.88  |
| 1127 | 27.62 | 29.00 | 30.45 | 31.97 | 33.57 |  | 2,209.60 | 2,320.00 | 2,436.00 | 2,557.60 | 2,685.60 |  | 4,803.67 | 5,043.68 | 5,295.86 | 5,560.22 | 5,838.49  |
| 1128 | 28.31 | 29.72 | 31.21 | 32.77 | 34.41 |  | 2,264.80 | 2,377.60 | 2,496.80 | 2,621.60 | 2,752.80 |  | 4,923.68 | 5,168.90 | 5,428.04 | 5,699.36 | 5,984.59  |
| 1129 | 29.01 | 30.46 | 31.99 | 33.59 | 35.27 |  | 2,320.80 | 2,436.80 | 2,559.20 | 2,687.20 | 2,821.60 |  | 5,045.42 | 5,297.60 | 5,563.70 | 5,841.97 | 6,134.16  |
| 1130 | 29.74 | 31.23 | 32.79 | 34.43 | 36.15 |  | 2,379.20 | 2,498.40 | 2,623.20 | 2,754.40 | 2,892.00 |  | 5,172.38 | 5,431.52 | 5,702.84 | 5,988.07 | 6,287.21  |
| 1131 | 30.48 | 32.01 | 33.61 | 35.29 | 37.05 |  | 2,438.40 | 2,560.80 | 2,688.80 | 2,823.20 | 2,964.00 |  | 5,301.08 | 5,567.18 | 5,845.45 | 6,137.64 | 6,443.74  |
| 1132 | 31.24 | 32.81 | 34.45 | 36.17 | 37.98 |  | 2,499.20 | 2,624.80 | 2,756.00 | 2,893.60 | 3,038.40 |  | 5,433.26 | 5,706.32 | 5,991.54 | 6,290.69 | 6,605.48  |
| 1133 | 32.03 | 33.63 | 35.31 | 37.07 | 38.93 |  | 2,562.40 | 2,690.40 | 2,824.80 | 2,965.60 | 3,114.40 |  | 5,570.66 | 5,848.93 | 6,141.12 | 6,447.21 | 6,770.71  |
| 1134 | 32.83 | 34.47 | 36.19 | 38.00 | 39.90 |  | 2,626.40 | 2,757.60 | 2,895.20 | 3,040.00 | 3,192.00 |  | 5,709.79 | 5,995.02 | 6,294.16 | 6,608.96 | 6,939.41  |
| 1135 | 33.65 | 35.33 | 37.09 | 38.95 | 40.90 |  | 2,692.00 | 2,826.40 | 2,967.20 | 3,116.00 | 3,272.00 |  | 5,852.41 | 6,144.59 | 6,450.69 | 6,774.18 | 7,113.33  |
| 1136 | 34.49 | 36.21 | 38.02 | 39.92 | 41.92 |  | 2,759.20 | 2,896.80 | 3,041.60 | 3,193.60 | 3,353.60 |  | 5,998.50 | 6,297.64 | 6,612.44 | 6,942.89 | 7,290.73  |
| 1137 | 35.35 | 37.12 | 38.97 | 40.92 | 42.97 |  | 2,828.00 | 2,969.60 | 3,117.60 | 3,273.60 | 3,437.60 |  | 6,148.07 | 6,455.91 | 6,777.66 | 7,116.81 | 7,473.34  |
| 1138 | 36.23 | 38.04 | 39.95 | 41.94 | 44.04 |  | 2,898.40 | 3,043.20 | 3,196.00 | 3,355.20 | 3,523.20 |  | 6,301.12 | 6,615.92 | 6,948.10 | 7,294.20 | 7,659.44  |
| 1139 | 37.14 | 39.00 | 40.95 | 42.99 | 45.14 |  | 2,971.20 | 3,120.00 | 3,276.00 | 3,439.20 | 3,611.20 |  | 6,459.39 | 6,782.88 | 7,122.02 | 7,476.82 | 7,850.75  |
| 1140 | 38.07 | 39.97 | 41.97 | 44.07 | 46.27 |  | 3,045.60 | 3,197.60 | 3,357.60 | 3,525.60 | 3,701.60 |  | 6,621.13 | 6,951.58 | 7,299.42 | 7,664.65 | 8,047.28  |
| 1141 | 39.02 | 40.97 | 43.02 | 45.17 | 47.43 |  | 3,121.60 | 3,277.60 | 3,441.60 | 3,613.60 | 3,794.40 |  | 6,786.36 | 7,125.50 | 7,482.04 | 7,855.97 | 8,249.03  |
| 1142 | 39.99 | 41.99 | 44.09 | 46.30 | 48.61 |  | 3,199.20 | 3,359.20 | 3,527.20 | 3,704.00 | 3,888.80 |  | 6,955.06 | 7,302.90 | 7,668.13 | 8,052.50 | 8,454.25  |
| 1143 | 40.99 | 43.04 | 45.20 | 47.45 | 49.83 |  | 3,279.20 | 3,443.20 | 3,616.00 | 3,796.00 | 3,986.40 |  | 7,128.98 | 7,485.52 | 7,861.18 | 8,252.50 | 8,666.43  |
| 1144 | 42.02 | 44.12 | 46.33 | 48.64 | 51.07 |  | 3,361.60 | 3,529.60 | 3,706.40 | 3,891.20 | 4,085.60 |  | 7,308.12 | 7,673.35 | 8,057.71 | 8,459.47 | 8,882.09  |
| 1145 | 43.07 | 45.22 | 47.48 | 49.86 | 52.35 |  | 3,445.60 | 3,617.60 | 3,798.40 | 3,988.80 | 4,188.00 |  | 7,490.73 | 7,864.66 | 8,257.72 | 8,671.65 | 9,104.71  |
| 1146 | 44.15 | 46.35 | 48.67 | 51.10 | 53.66 |  | 3,532.00 | 3,708.00 | 3,893.60 | 4,088.00 | 4,292.80 |  | 7,678.57 | 8,061.19 | 8,464.69 | 8,887.31 | 9,332.55  |
| 1147 | 45.25 | 47.51 | 49.89 | 52.38 | 55.00 |  | 3,620.00 | 3,800.80 | 3,991.20 | 4,190.40 | 4,400.00 |  | 7,869.88 | 8,262.94 | 8,676.87 | 9,109.93 | 9,565.60  |
| 1148 | 46.38 | 48.70 | 51.13 | 53.69 | 56.37 |  | 3,710.40 | 3,896.00 | 4,090.40 | 4,295.20 | 4,509.60 |  | 8,066.41 | 8,469.90 | 8,892.53 | 9,337.76 | 9,803.87  |
| 1149 | 47.54 | 49.92 | 52.41 | 55.03 | 57.78 |  | 3,803.20 | 3,993.60 | 4,192.80 | 4,402.40 | 4,622.40 |  | 8,268.16 | 8,682.09 | 9,115.15 | 9,570.82 | 10,049.10 |
| 1150 | 48.73 | 51.16 | 53.72 | 56.41 | 59.23 |  | 3,898.40 | 4,092.80 | 4,297.60 | 4,512.80 | 4,738.40 |  | 8,475.12 | 8,897.75 | 9,342.98 | 9,810.83 | 10,301.28 |

**EXHIBIT 6 SALARY SCHEDULE EFFECTIVE 6/22/21**

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

MPNSA

|      | HOURLY |       |       |       |       | BI-WEEKLY |          |          |          |          | MONTHLY  |          |          |          |          |
|------|--------|-------|-------|-------|-------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | A      | B     | C     | D     | E     | A         | B        | C        | D        | E        | A        | B        | C        | D        | E        |
| 1101 | 14.83  | 15.58 | 16.36 | 17.17 | 18.03 | 1,186.40  | 1,246.40 | 1,308.80 | 1,373.60 | 1,442.40 | 2,579.23 | 2,709.67 | 2,845.33 | 2,986.21 | 3,135.78 |
| 1102 | 15.21  | 15.97 | 16.76 | 17.60 | 18.48 | 1,216.80  | 1,277.60 | 1,340.80 | 1,408.00 | 1,478.40 | 2,645.32 | 2,777.50 | 2,914.90 | 3,060.99 | 3,214.04 |
| 1103 | 15.59  | 16.36 | 17.18 | 18.04 | 18.94 | 1,247.20  | 1,308.80 | 1,374.40 | 1,443.20 | 1,515.20 | 2,711.41 | 2,845.33 | 2,987.95 | 3,137.52 | 3,294.04 |
| 1104 | 15.98  | 16.77 | 17.61 | 18.49 | 19.42 | 1,278.40  | 1,341.60 | 1,408.80 | 1,479.20 | 1,553.60 | 2,779.24 | 2,916.64 | 3,062.73 | 3,215.78 | 3,377.53 |
| 1105 | 16.37  | 17.19 | 18.05 | 18.95 | 19.90 | 1,309.60  | 1,375.20 | 1,444.00 | 1,516.00 | 1,592.00 | 2,847.07 | 2,989.68 | 3,139.26 | 3,295.78 | 3,461.01 |
| 1106 | 16.78  | 17.62 | 18.50 | 19.43 | 20.40 | 1,342.40  | 1,409.60 | 1,480.00 | 1,554.40 | 1,632.00 | 2,918.38 | 3,064.47 | 3,217.52 | 3,379.27 | 3,547.97 |
| 1107 | 17.20  | 18.06 | 18.97 | 19.91 | 20.91 | 1,376.00  | 1,444.80 | 1,517.60 | 1,592.80 | 1,672.80 | 2,991.42 | 3,141.00 | 3,299.26 | 3,462.75 | 3,636.67 |
| 1108 | 17.63  | 18.51 | 19.44 | 20.41 | 21.43 | 1,410.40  | 1,480.80 | 1,555.20 | 1,632.80 | 1,714.40 | 3,066.21 | 3,219.26 | 3,381.00 | 3,549.71 | 3,727.11 |
| 1109 | 18.07  | 18.98 | 19.93 | 20.92 | 21.97 | 1,445.60  | 1,518.40 | 1,594.40 | 1,673.60 | 1,757.60 | 3,142.73 | 3,301.00 | 3,466.23 | 3,638.41 | 3,821.02 |
| 1110 | 18.53  | 19.45 | 20.42 | 21.44 | 22.52 | 1,482.40  | 1,556.00 | 1,633.60 | 1,715.20 | 1,801.60 | 3,222.74 | 3,382.74 | 3,551.45 | 3,728.84 | 3,916.68 |
| 1111 | 18.99  | 19.94 | 20.93 | 21.98 | 23.08 | 1,519.20  | 1,595.20 | 1,674.40 | 1,758.40 | 1,846.40 | 3,302.74 | 3,467.96 | 3,640.15 | 3,822.76 | 4,014.07 |
| 1112 | 19.46  | 20.44 | 21.46 | 22.53 | 23.66 | 1,556.80  | 1,635.20 | 1,716.80 | 1,802.40 | 1,892.80 | 3,384.48 | 3,554.92 | 3,732.32 | 3,918.42 | 4,114.95 |
| 1113 | 19.95  | 20.95 | 21.99 | 23.09 | 24.25 | 1,596.00  | 1,676.00 | 1,759.20 | 1,847.20 | 1,940.00 | 3,469.70 | 3,643.62 | 3,824.50 | 4,015.81 | 4,217.56 |
| 1114 | 20.45  | 21.47 | 22.54 | 23.67 | 24.85 | 1,636.00  | 1,717.60 | 1,803.20 | 1,893.60 | 1,988.00 | 3,556.66 | 3,734.06 | 3,920.16 | 4,116.69 | 4,321.91 |
| 1115 | 20.96  | 22.01 | 23.11 | 24.26 | 25.48 | 1,676.80  | 1,760.80 | 1,848.80 | 1,940.80 | 2,038.40 | 3,645.36 | 3,827.98 | 4,019.29 | 4,219.30 | 4,431.48 |
| 1116 | 21.48  | 22.56 | 23.68 | 24.87 | 26.11 | 1,718.40  | 1,804.80 | 1,894.40 | 1,989.60 | 2,088.80 | 3,735.80 | 3,923.64 | 4,118.43 | 4,325.39 | 4,541.05 |
| 1117 | 22.02  | 23.12 | 24.28 | 25.49 | 26.76 | 1,761.60  | 1,849.60 | 1,942.40 | 2,039.20 | 2,140.80 | 3,829.72 | 4,021.03 | 4,222.78 | 4,433.22 | 4,654.10 |
| 1118 | 22.57  | 23.70 | 24.88 | 26.13 | 27.43 | 1,805.60  | 1,896.00 | 1,990.40 | 2,090.40 | 2,194.40 | 3,925.37 | 4,121.90 | 4,327.13 | 4,544.53 | 4,770.63 |
| 1119 | 23.13  | 24.29 | 25.51 | 26.78 | 28.12 | 1,850.40  | 1,943.20 | 2,040.80 | 2,142.40 | 2,249.60 | 4,022.77 | 4,224.52 | 4,436.70 | 4,657.58 | 4,890.63 |
| 1120 | 23.71  | 24.90 | 26.14 | 27.45 | 28.82 | 1,896.80  | 1,992.00 | 2,091.20 | 2,196.00 | 2,305.60 | 4,123.64 | 4,330.61 | 4,546.27 | 4,774.10 | 5,012.37 |
| 1121 | 24.31  | 25.52 | 26.80 | 28.14 | 29.54 | 1,944.80  | 2,041.60 | 2,144.00 | 2,251.20 | 2,363.20 | 4,228.00 | 4,438.44 | 4,661.06 | 4,894.11 | 5,137.60 |
| 1122 | 24.91  | 26.16 | 27.47 | 28.84 | 30.28 | 1,992.80  | 2,092.80 | 2,197.60 | 2,307.20 | 2,422.40 | 4,332.35 | 4,549.75 | 4,777.58 | 5,015.85 | 5,266.30 |
| 1123 | 25.54  | 26.81 | 28.15 | 29.56 | 31.04 | 2,043.20  | 2,144.80 | 2,252.00 | 2,364.80 | 2,483.20 | 4,441.92 | 4,662.80 | 4,895.85 | 5,141.08 | 5,398.48 |
| 1124 | 26.17  | 27.48 | 28.86 | 30.30 | 31.81 | 2,093.60  | 2,198.40 | 2,308.80 | 2,424.00 | 2,544.80 | 4,551.49 | 4,779.32 | 5,019.33 | 5,269.78 | 5,532.40 |
| 1125 | 26.83  | 28.17 | 29.58 | 31.06 | 32.61 | 2,146.40  | 2,253.60 | 2,366.40 | 2,484.80 | 2,608.80 | 4,666.27 | 4,899.33 | 5,144.55 | 5,401.96 | 5,671.53 |



|      |       |       |       |       |       |  |          |          |          |          |          |  |          |          |          |           |           |
|------|-------|-------|-------|-------|-------|--|----------|----------|----------|----------|----------|--|----------|----------|----------|-----------|-----------|
| 1126 | 27.50 | 28.87 | 30.32 | 31.83 | 33.42 |  | 2,200.00 | 2,309.60 | 2,425.60 | 2,546.40 | 2,673.60 |  | 4,782.80 | 5,021.07 | 5,273.25 | 5,535.87  | 5,812.41  |
| 1127 | 28.19 | 29.60 | 31.07 | 32.63 | 34.26 |  | 2,255.20 | 2,368.00 | 2,485.60 | 2,610.40 | 2,740.80 |  | 4,902.80 | 5,148.03 | 5,403.69 | 5,675.01  | 5,958.50  |
| 1128 | 28.89 | 30.34 | 31.85 | 33.44 | 35.12 |  | 2,311.20 | 2,427.20 | 2,548.00 | 2,675.20 | 2,809.60 |  | 5,024.55 | 5,276.73 | 5,539.35 | 5,815.88  | 6,108.07  |
| 1129 | 29.61 | 31.09 | 32.65 | 34.28 | 35.99 |  | 2,368.80 | 2,487.20 | 2,612.00 | 2,742.40 | 2,879.20 |  | 5,149.77 | 5,407.17 | 5,678.49 | 5,961.98  | 6,259.38  |
| 1130 | 30.35 | 31.87 | 33.46 | 35.14 | 36.89 |  | 2,428.00 | 2,549.60 | 2,676.80 | 2,811.20 | 2,951.20 |  | 5,278.47 | 5,542.83 | 5,819.36 | 6,111.55  | 6,415.91  |
| 1131 | 31.11 | 32.67 | 34.30 | 36.02 | 37.82 |  | 2,488.80 | 2,613.60 | 2,744.00 | 2,881.60 | 3,025.60 |  | 5,410.65 | 5,681.97 | 5,965.46 | 6,264.60  | 6,577.65  |
| 1132 | 31.89 | 33.48 | 35.16 | 36.92 | 38.76 |  | 2,551.20 | 2,678.40 | 2,812.80 | 2,953.60 | 3,100.80 |  | 5,546.31 | 5,822.84 | 6,115.03 | 6,421.13  | 6,741.14  |
| 1133 | 32.69 | 34.32 | 36.04 | 37.84 | 39.73 |  | 2,615.20 | 2,745.60 | 2,883.20 | 3,027.20 | 3,178.40 |  | 5,685.44 | 5,968.93 | 6,268.08 | 6,581.13  | 6,909.84  |
| 1134 | 33.50 | 35.18 | 36.94 | 38.78 | 40.72 |  | 2,680.00 | 2,814.40 | 2,955.20 | 3,102.40 | 3,257.60 |  | 5,826.32 | 6,118.51 | 6,424.60 | 6,744.62  | 7,082.02  |
| 1135 | 34.34 | 36.06 | 37.86 | 39.75 | 41.74 |  | 2,747.20 | 2,884.80 | 3,028.80 | 3,180.00 | 3,339.20 |  | 5,972.41 | 6,271.56 | 6,584.61 | 6,913.32  | 7,259.42  |
| 1136 | 35.20 | 36.96 | 38.81 | 40.75 | 42.78 |  | 2,816.00 | 2,956.80 | 3,104.80 | 3,260.00 | 3,422.40 |  | 6,121.98 | 6,428.08 | 6,749.84 | 7,087.24  | 7,440.30  |
| 1137 | 36.08 | 37.88 | 39.78 | 41.77 | 43.85 |  | 2,886.40 | 3,030.40 | 3,182.40 | 3,341.60 | 3,508.00 |  | 6,275.03 | 6,588.09 | 6,918.54 | 7,264.64  | 7,626.39  |
| 1138 | 36.98 | 38.83 | 40.77 | 42.81 | 44.95 |  | 2,958.40 | 3,106.40 | 3,261.60 | 3,424.80 | 3,596.00 |  | 6,431.56 | 6,753.31 | 7,090.72 | 7,445.52  | 7,817.70  |
| 1139 | 37.91 | 39.80 | 41.79 | 43.88 | 46.07 |  | 3,032.80 | 3,184.00 | 3,343.20 | 3,510.40 | 3,685.60 |  | 6,593.31 | 6,922.02 | 7,268.12 | 7,631.61  | 8,012.49  |
| 1140 | 38.85 | 40.80 | 42.84 | 44.98 | 47.23 |  | 3,108.00 | 3,264.00 | 3,427.20 | 3,598.40 | 3,778.40 |  | 6,756.79 | 7,095.94 | 7,450.73 | 7,822.92  | 8,214.24  |
| 1141 | 39.82 | 41.82 | 43.91 | 46.10 | 48.41 |  | 3,185.60 | 3,345.60 | 3,512.80 | 3,688.00 | 3,872.80 |  | 6,925.49 | 7,273.33 | 7,636.83 | 8,017.71  | 8,419.47  |
| 1142 | 40.82 | 42.86 | 45.00 | 47.25 | 49.62 |  | 3,265.60 | 3,428.80 | 3,600.00 | 3,780.00 | 3,969.60 |  | 7,099.41 | 7,454.21 | 7,826.40 | 8,217.72  | 8,629.91  |
| 1143 | 41.84 | 43.93 | 46.13 | 48.43 | 50.86 |  | 3,347.20 | 3,514.40 | 3,690.40 | 3,874.40 | 4,068.80 |  | 7,276.81 | 7,640.31 | 8,022.93 | 8,422.95  | 8,845.57  |
| 1144 | 42.89 | 45.03 | 47.28 | 49.65 | 52.13 |  | 3,431.20 | 3,602.40 | 3,782.40 | 3,972.00 | 4,170.40 |  | 7,459.43 | 7,831.62 | 8,222.94 | 8,635.13  | 9,066.45  |
| 1145 | 43.96 | 46.16 | 48.46 | 50.89 | 53.43 |  | 3,516.80 | 3,692.80 | 3,876.80 | 4,071.20 | 4,274.40 |  | 7,645.52 | 8,028.15 | 8,428.16 | 8,850.79  | 9,292.55  |
| 1146 | 45.06 | 47.31 | 49.67 | 52.16 | 54.77 |  | 3,604.80 | 3,784.80 | 3,973.60 | 4,172.80 | 4,381.60 |  | 7,836.84 | 8,228.16 | 8,638.61 | 9,071.67  | 9,525.60  |
| 1147 | 46.18 | 48.49 | 50.92 | 53.46 | 56.14 |  | 3,694.40 | 3,879.20 | 4,073.60 | 4,276.80 | 4,491.20 |  | 8,031.63 | 8,433.38 | 8,856.01 | 9,297.76  | 9,763.87  |
| 1148 | 47.34 | 49.70 | 52.19 | 54.80 | 57.54 |  | 3,787.20 | 3,976.00 | 4,175.20 | 4,384.00 | 4,603.20 |  | 8,233.37 | 8,643.82 | 9,076.88 | 9,530.82  | 10,007.36 |
| 1149 | 48.52 | 50.95 | 53.49 | 56.17 | 58.98 |  | 3,881.60 | 4,076.00 | 4,279.20 | 4,493.60 | 4,718.40 |  | 8,438.60 | 8,861.22 | 9,302.98 | 9,769.09  | 10,257.80 |
| 1150 | 49.73 | 52.22 | 54.83 | 57.57 | 60.45 |  | 3,978.40 | 4,177.60 | 4,386.40 | 4,605.60 | 4,836.00 |  | 8,649.04 | 9,082.10 | 9,536.03 | 10,012.57 | 10,513.46 |

**EXHIBIT 7 SALARY SCHEDULE EFFECTIVE 6/21/22**

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

MPNSA

|      | HOURLY |       |       |       |       | BI-WEEKLY |          |          |          |          | MONTHLY  |          |          |          |          |
|------|--------|-------|-------|-------|-------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | A      | B     | C     | D     | E     | A         | B        | C        | D        | E        | A        | B        | C        | D        | E        |
| 1101 | 15.13  | 15.89 | 16.69 | 17.52 | 18.40 | 1,210.40  | 1,271.20 | 1,335.20 | 1,401.60 | 1,472.00 | 2,631.41 | 2,763.59 | 2,902.72 | 3,047.08 | 3,200.13 |
| 1102 | 15.51  | 16.29 | 17.10 | 17.96 | 18.86 | 1,240.80  | 1,303.20 | 1,368.00 | 1,436.80 | 1,508.80 | 2,697.50 | 2,833.16 | 2,974.03 | 3,123.60 | 3,280.13 |
| 1103 | 15.90  | 16.70 | 17.53 | 18.41 | 19.33 | 1,272.00  | 1,336.00 | 1,402.40 | 1,472.80 | 1,546.40 | 2,765.33 | 2,904.46 | 3,048.82 | 3,201.87 | 3,361.87 |
| 1104 | 16.30  | 17.11 | 17.97 | 18.87 | 19.81 | 1,304.00  | 1,368.80 | 1,437.60 | 1,509.60 | 1,584.80 | 2,834.90 | 2,975.77 | 3,125.34 | 3,281.87 | 3,445.36 |
| 1105 | 16.71  | 17.54 | 18.42 | 19.34 | 20.30 | 1,336.80  | 1,403.20 | 1,473.60 | 1,547.20 | 1,624.00 | 2,906.20 | 3,050.56 | 3,203.61 | 3,363.61 | 3,530.58 |
| 1106 | 17.12  | 17.98 | 18.88 | 19.82 | 20.81 | 1,369.60  | 1,438.40 | 1,510.40 | 1,585.60 | 1,664.80 | 2,977.51 | 3,127.08 | 3,283.61 | 3,447.09 | 3,619.28 |
| 1107 | 17.55  | 18.43 | 19.35 | 20.32 | 21.33 | 1,404.00  | 1,474.40 | 1,548.00 | 1,625.60 | 1,706.40 | 3,052.30 | 3,205.35 | 3,365.35 | 3,534.05 | 3,709.71 |
| 1108 | 17.99  | 18.89 | 19.83 | 20.82 | 21.87 | 1,439.20  | 1,511.20 | 1,586.40 | 1,665.60 | 1,749.60 | 3,128.82 | 3,285.35 | 3,448.83 | 3,621.01 | 3,803.63 |
| 1109 | 18.44  | 19.36 | 20.33 | 21.35 | 22.41 | 1,475.20  | 1,548.80 | 1,626.40 | 1,708.00 | 1,792.80 | 3,207.08 | 3,367.09 | 3,535.79 | 3,713.19 | 3,897.55 |
| 1110 | 18.90  | 19.85 | 20.84 | 21.88 | 22.97 | 1,512.00  | 1,588.00 | 1,667.20 | 1,750.40 | 1,837.60 | 3,287.09 | 3,452.31 | 3,624.49 | 3,805.37 | 3,994.94 |
| 1111 | 19.37  | 20.34 | 21.36 | 22.43 | 23.55 | 1,549.60  | 1,627.20 | 1,708.80 | 1,794.40 | 1,884.00 | 3,368.83 | 3,537.53 | 3,714.93 | 3,901.03 | 4,095.82 |
| 1112 | 19.86  | 20.85 | 21.89 | 22.99 | 24.14 | 1,588.80  | 1,668.00 | 1,751.20 | 1,839.20 | 1,931.20 | 3,454.05 | 3,626.23 | 3,807.11 | 3,998.42 | 4,198.43 |
| 1113 | 20.35  | 21.37 | 22.44 | 23.56 | 24.74 | 1,628.00  | 1,709.60 | 1,795.20 | 1,884.80 | 1,979.20 | 3,539.27 | 3,716.67 | 3,902.76 | 4,097.56 | 4,302.78 |
| 1114 | 20.86  | 21.90 | 23.00 | 24.15 | 25.36 | 1,668.80  | 1,752.00 | 1,840.00 | 1,932.00 | 2,028.80 | 3,627.97 | 3,808.85 | 4,000.16 | 4,200.17 | 4,410.61 |
| 1115 | 21.38  | 22.45 | 23.57 | 24.75 | 25.99 | 1,710.40  | 1,796.00 | 1,885.60 | 1,980.00 | 2,079.20 | 3,718.41 | 3,904.50 | 4,099.29 | 4,304.52 | 4,520.18 |
| 1116 | 21.92  | 23.01 | 24.16 | 25.37 | 26.64 | 1,753.60  | 1,840.80 | 1,932.80 | 2,029.60 | 2,131.20 | 3,812.33 | 4,001.90 | 4,201.91 | 4,412.35 | 4,633.23 |
| 1117 | 22.47  | 23.59 | 24.77 | 26.01 | 27.31 | 1,797.60  | 1,887.20 | 1,981.60 | 2,080.80 | 2,184.80 | 3,907.98 | 4,102.77 | 4,308.00 | 4,523.66 | 4,749.76 |
| 1118 | 23.03  | 24.18 | 25.39 | 26.66 | 27.99 | 1,842.40  | 1,934.40 | 2,031.20 | 2,132.80 | 2,239.20 | 4,005.38 | 4,205.39 | 4,415.83 | 4,636.71 | 4,868.02 |
| 1119 | 23.60  | 24.78 | 26.02 | 27.32 | 28.69 | 1,888.00  | 1,982.40 | 2,081.60 | 2,185.60 | 2,295.20 | 4,104.51 | 4,309.74 | 4,525.40 | 4,751.49 | 4,989.76 |
| 1120 | 24.19  | 25.40 | 26.67 | 28.01 | 29.41 | 1,935.20  | 2,032.00 | 2,133.60 | 2,240.80 | 2,352.80 | 4,207.12 | 4,417.57 | 4,638.45 | 4,871.50 | 5,114.99 |
| 1121 | 24.80  | 26.04 | 27.34 | 28.71 | 30.14 | 1,984.00  | 2,083.20 | 2,187.20 | 2,296.80 | 2,411.20 | 4,313.22 | 4,528.88 | 4,754.97 | 4,993.24 | 5,241.95 |
| 1122 | 25.42  | 26.69 | 28.02 | 29.42 | 30.89 | 2,033.60  | 2,135.20 | 2,241.60 | 2,353.60 | 2,471.20 | 4,421.05 | 4,641.92 | 4,873.24 | 5,116.73 | 5,372.39 |
| 1123 | 26.05  | 27.35 | 28.72 | 30.16 | 31.67 | 2,084.00  | 2,188.00 | 2,297.60 | 2,412.80 | 2,533.60 | 4,530.62 | 4,756.71 | 4,994.98 | 5,245.43 | 5,508.05 |
| 1124 | 26.70  | 28.04 | 29.44 | 30.91 | 32.46 | 2,136.00  | 2,243.20 | 2,355.20 | 2,472.80 | 2,596.80 | 4,643.66 | 4,876.72 | 5,120.20 | 5,375.87 | 5,645.44 |
| 1125 | 27.37  | 28.74 | 30.18 | 31.68 | 33.27 | 2,189.60  | 2,299.20 | 2,414.40 | 2,534.40 | 2,661.60 | 4,760.19 | 4,998.46 | 5,248.91 | 5,509.79 | 5,786.32 |

|      |       |       |       |       |       |  |          |          |          |          |          |  |          |          |          |           |           |
|------|-------|-------|-------|-------|-------|--|----------|----------|----------|----------|----------|--|----------|----------|----------|-----------|-----------|
| 1126 | 28.06 | 29.46 | 30.93 | 32.48 | 34.10 |  | 2,244.80 | 2,356.80 | 2,474.40 | 2,598.40 | 2,728.00 |  | 4,880.20 | 5,123.68 | 5,379.35 | 5,648.92  | 5,930.67  |
| 1127 | 28.76 | 30.19 | 31.70 | 33.29 | 34.95 |  | 2,300.80 | 2,415.20 | 2,536.00 | 2,663.20 | 2,796.00 |  | 5,001.94 | 5,250.64 | 5,513.26 | 5,789.80  | 6,078.50  |
| 1128 | 29.48 | 30.95 | 32.50 | 34.12 | 35.83 |  | 2,358.40 | 2,476.00 | 2,600.00 | 2,729.60 | 2,866.40 |  | 5,127.16 | 5,382.82 | 5,652.40 | 5,934.15  | 6,231.55  |
| 1129 | 30.21 | 31.72 | 33.31 | 34.97 | 36.72 |  | 2,416.80 | 2,537.60 | 2,664.80 | 2,797.60 | 2,937.60 |  | 5,254.12 | 5,516.74 | 5,793.28 | 6,081.98  | 6,386.34  |
| 1130 | 30.97 | 32.52 | 34.14 | 35.85 | 37.64 |  | 2,477.60 | 2,601.60 | 2,731.20 | 2,868.00 | 3,011.20 |  | 5,386.30 | 5,655.88 | 5,937.63 | 6,235.03  | 6,546.35  |
| 1131 | 31.74 | 33.33 | 34.99 | 36.74 | 38.58 |  | 2,539.20 | 2,666.40 | 2,799.20 | 2,939.20 | 3,086.40 |  | 5,520.22 | 5,796.75 | 6,085.46 | 6,389.82  | 6,709.83  |
| 1132 | 32.53 | 34.16 | 35.87 | 37.66 | 39.54 |  | 2,602.40 | 2,732.80 | 2,869.60 | 3,012.80 | 3,163.20 |  | 5,657.62 | 5,941.11 | 6,238.51 | 6,549.83  | 6,876.80  |
| 1133 | 33.35 | 35.01 | 36.77 | 38.60 | 40.53 |  | 2,668.00 | 2,800.80 | 2,941.60 | 3,088.00 | 3,242.40 |  | 5,800.23 | 6,088.94 | 6,395.04 | 6,713.31  | 7,048.98  |
| 1134 | 34.18 | 35.89 | 37.68 | 39.57 | 41.55 |  | 2,734.40 | 2,871.20 | 3,014.40 | 3,165.60 | 3,324.00 |  | 5,944.59 | 6,241.99 | 6,553.31 | 6,882.01  | 7,226.38  |
| 1135 | 35.04 | 36.79 | 38.63 | 40.56 | 42.59 |  | 2,803.20 | 2,943.20 | 3,090.40 | 3,244.80 | 3,407.20 |  | 6,094.16 | 6,398.52 | 6,718.53 | 7,054.20  | 7,407.25  |
| 1136 | 35.91 | 37.71 | 39.59 | 41.57 | 43.65 |  | 2,872.80 | 3,016.80 | 3,167.20 | 3,325.60 | 3,492.00 |  | 6,245.47 | 6,558.52 | 6,885.49 | 7,229.85  | 7,591.61  |
| 1137 | 36.81 | 38.65 | 40.58 | 42.61 | 44.74 |  | 2,944.80 | 3,092.00 | 3,246.40 | 3,408.80 | 3,579.20 |  | 6,402.00 | 6,722.01 | 7,057.67 | 7,410.73  | 7,781.18  |
| 1138 | 37.73 | 39.62 | 41.60 | 43.68 | 45.86 |  | 3,018.40 | 3,169.60 | 3,328.00 | 3,494.40 | 3,668.80 |  | 6,562.00 | 6,890.71 | 7,235.07 | 7,596.83  | 7,975.97  |
| 1139 | 38.67 | 40.61 | 42.64 | 44.77 | 47.01 |  | 3,093.60 | 3,248.80 | 3,411.20 | 3,581.60 | 3,760.80 |  | 6,725.49 | 7,062.89 | 7,415.95 | 7,786.40  | 8,175.98  |
| 1140 | 39.64 | 41.62 | 43.70 | 45.89 | 48.18 |  | 3,171.20 | 3,329.60 | 3,496.00 | 3,671.20 | 3,854.40 |  | 6,894.19 | 7,238.55 | 7,600.30 | 7,981.19  | 8,379.47  |
| 1141 | 40.63 | 42.66 | 44.79 | 47.03 | 49.38 |  | 3,250.40 | 3,412.80 | 3,583.20 | 3,762.40 | 3,950.40 |  | 7,066.37 | 7,419.43 | 7,789.88 | 8,179.46  | 8,588.17  |
| 1142 | 41.65 | 43.73 | 45.91 | 48.21 | 50.62 |  | 3,332.00 | 3,498.40 | 3,672.80 | 3,856.80 | 4,049.60 |  | 7,243.77 | 7,605.52 | 7,984.67 | 8,384.68  | 8,803.83  |
| 1143 | 42.69 | 44.82 | 47.06 | 49.41 | 51.88 |  | 3,415.20 | 3,585.60 | 3,764.80 | 3,952.80 | 4,150.40 |  | 7,424.64 | 7,795.09 | 8,184.68 | 8,593.39  | 9,022.97  |
| 1144 | 43.75 | 45.94 | 48.24 | 50.65 | 53.18 |  | 3,500.00 | 3,675.20 | 3,859.20 | 4,052.00 | 4,254.40 |  | 7,609.00 | 7,989.88 | 8,389.90 | 8,809.05  | 9,249.07  |
| 1145 | 44.85 | 47.09 | 49.44 | 51.92 | 54.51 |  | 3,588.00 | 3,767.20 | 3,955.20 | 4,153.60 | 4,360.80 |  | 7,800.31 | 8,189.89 | 8,598.60 | 9,029.93  | 9,480.38  |
| 1146 | 45.97 | 48.27 | 50.68 | 53.21 | 55.87 |  | 3,677.60 | 3,861.60 | 4,054.40 | 4,256.80 | 4,469.60 |  | 7,995.10 | 8,395.12 | 8,814.27 | 9,254.28  | 9,716.91  |
| 1147 | 47.12 | 49.47 | 51.95 | 54.54 | 57.27 |  | 3,769.60 | 3,957.60 | 4,156.00 | 4,363.20 | 4,581.60 |  | 8,195.11 | 8,603.82 | 9,035.14 | 9,485.60  | 9,960.40  |
| 1148 | 48.30 | 50.71 | 53.25 | 55.91 | 58.70 |  | 3,864.00 | 4,056.80 | 4,260.00 | 4,472.80 | 4,696.00 |  | 8,400.34 | 8,819.48 | 9,261.24 | 9,723.87  | 10,209.10 |
| 1149 | 49.50 | 51.98 | 54.58 | 57.30 | 60.17 |  | 3,960.00 | 4,158.40 | 4,366.40 | 4,584.00 | 4,813.60 |  | 8,609.04 | 9,040.36 | 9,492.55 | 9,965.62  | 10,464.77 |
| 1150 | 50.74 | 53.28 | 55.94 | 58.74 | 61.67 |  | 4,059.20 | 4,262.40 | 4,475.20 | 4,699.20 | 4,933.60 |  | 8,824.70 | 9,266.46 | 9,729.08 | 10,216.06 | 10,725.65 |

**EXHIBIT 8 LABOR MARKET INCREASES**

| <b>Classification</b>                      | <b>Market Adjustment Effective 10/29/19</b> | <b>Market Adjustment Effective 6/23/20</b> | <b>Market Adjustment Effective 6/22/21</b> |
|--|---|--|--|
| Police Clerk Flex                          | One salary range                            | One salary range                           | One salary range                           |
| Police Clerk II                            | One salary range                            | One salary range                           | One salary range                           |
| Police Evidence & Property Technician Flex | One salary range                            | One salary range                           | One salary range                           |
| Police Evidence & Property Technician II   | One salary range                            | One salary range                           | One salary range                           |
| Police Community Services Officer Flex     | One salary range                            | One salary range                           | No additional adjustment                   |
| Police Community Services Officer II       | One salary range                            | One salary range                           | No additional adjustment                   |
| Police Animal Control Officer Flex         | One salary range                            | One salary range                           | No additional adjustment                   |
| Police Animal Control Officer II           | One salary range                            | One salary range                           | No additional adjustment                   |

## **APPENDIX A FOUR-ELEVEN (4/11) WORK SCHEDULE**

(AVAILABLE FOR CSOs ASSIGNED TO PATROL DIVISION AND ANIMAL CONTROL OFFICERS)

The 4/11 Schedule 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.

Starting times for 4/11 shifts will be 0600, 0900, 1200, 1700 and 2000 hours. These starting times may be adjusted in accordance with Article 9, Standard Tour of Duty.

The 4/11 Schedule requires that employees work fifty-six (56) hours per year in addition to their regular schedule. Of these fifty-six (56) hours, thirty-six (36) hours will be scheduled as four (4) nine (9)-hour training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining twenty (20) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 25, Holidays.

Employees assigned to a 4/11 Schedule will have EITHER:

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

-OR-

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

Employees 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.

Overtime shall be compensated in accordance with the Fair Labor Standards Act, 29 CFR Section 778.114 (Fluctuating Work Week Schedule).

## **APPENDIX B MODIFIED FOUR-TEN (4/10) WORK SCHEDULE**

The Modified Four-Ten (4/10) workweek shall consist of four (4) consecutive duty days for which the employee shall work ten (10) hours per day, followed by four (4) consecutive days off.

Starting times for the Modified Four-Ten (4/10) Schedule shall be established by the department or division implementing this schedule.

The Modified Four-Ten (4/10) Schedule requires that employees work two hundred and forty (240) hours per year in addition to their regular schedule. Of this, two-hundred and

forty (240) hours, thirty-two (32) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of eight (8) hours, excluding lunch. One hundred and twenty (120) hours will be worked as twelve (12) ten hour “double days” each year, to be scheduled by the supervisor and worked during the employee’s normal thirty-hour (30) work week. The remaining eighty-eight (88) hours are owed to the City and shall be deducted from the employee’s annual holiday entitlement. See Article 25, Holidays.

An employee on a Modified Four-Ten (4/10) Schedule will receive an unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

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

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

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

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

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

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

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

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

**APPENDIX D SIX-THREE (6/3) WORK SCHEDULE**

The Six-Three (6/3) Work Schedule shall consist of six (6) consecutive duty days for which the employee shall work eight (8) hours per day for six (6) days followed by three (3) consecutive days off.

The Six-Three (6/3) schedule requires that employees work one hundred twenty-eight (128) hours per year in addition to their regular schedule. Of these one hundred twenty-eight (128) hours, forty-eight (48) hours will be scheduled as six (6) eight (8)-hour

training days, excluding lunch. The remaining eighty (80) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 25, Holidays.

Employees assigned to a six-three (6/3) schedule will have a paid lunch break of thirty (30) minutes coupled with one (1) fifteen (15) minute paid break, for a total of forty-five (45) minutes.

Employees shall remain available by phone or radio, and are subject to recall at any time during their lunch break.

Overtime shall be compensated in accordance with the Fair Labor Standards Act, 29 CFR Section 778.114 (Fluctuating Workweek Schedule).