

**MEMORANDUM OF UNDERSTANDING**

between the

**CITY OF MODESTO**

and the

**MODESTO POLICE MANAGEMENT ASSOCIATION**

Effective: June 28, 2005  
Terminating: June 22, 2009

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## MODESTO POLICE MANAGEMENT ASSOCIATION

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 14<sup>th</sup> day of June, 2005 by and between the management representatives of the City of Modesto (CITY) and the representatives of the Modesto Police Management Association (MPMA) after meeting and conferring in good faith.

#### **Article 1: TERM OF MEMORANDUM**

- A. The term of this Memorandum shall cover fiscal year 2005-2006 through fiscal year 2008-2009, and shall commence at 12:01 a.m. on June 28, 2005, and this Memorandum shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) on June 22, 2009.
- B. 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 Management Association.
- C. The CITY and MPMA agree to use the Interest Based Negotiations model for subsequent negotiations.

#### **Article 2: MANAGEMENT RIGHTS**

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

#### **Article 3: REPRESENTATION**

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

**Article 4: SALARY**

- A. The parties jointly agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit for the period commencing **June 28, 2005** and ending **June 22, 2009**.

<u>Classification Title</u>	<u>Salary Range</u>
Police Corporal	602.0
Police Sergeant	610.0
Police Lieutenant	617.0

- B. For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in Paragraph (A) of this Article. 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.

1. **Effective September 21, 2004**, salary ranges were previously adjusted upward by three and one-half **(3.5%)** percent as provided in Exhibit A (Schedule of Salary Ranges) of this Memorandum.
2. **Effective November 29, 2005**, salary ranges shall be adjusted upward by three **(3.0%)** percent as provided in Exhibit B (Schedule of Salary Ranges) of this Memorandum.
3. **Effective November 28, 2006**, salary ranges shall be adjusted upward by three **(3.0%)** percent as provided in Exhibit C (Schedule of Salary Ranges) of this Memorandum.
4. **Effective June 26, 2007**, salary ranges shall be adjusted upward by four and one-half **(4.5%)** percent as provided in Exhibit D (Schedule of Salary Ranges) of this Memorandum.
5. **Effective June 24, 2008**, salary ranges shall be adjusted upward by five and one-half **(5.5%)** percent as provided in Exhibit E (Schedule of Salary Ranges) of this Memorandum. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.

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

1. Step A will normally be paid upon initial employment or promotion. 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 13 pay periods with an overall "Meets Expectations" performance evaluation.
  3. Steps C, D and E shall be paid upon completion of 26 pay periods with an overall "Meets Expectations" evaluation.
  4. Merit step increases within the established salary range, may be granted in addition to those above, upon approval of the City Manager.
  5. When a step increase is denied, there shall be another performance evaluation of the employee within thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.
  6. Due to inferior work, lack of application, or indifferent attitude, a Corporal's or Sergeant's step may be reduced to a lower step upon recommendation of the supervisor and approval of the Department Director. Right of appeal is provided under ARTICLE 31 (DISCIPLINARY APPEALS), given that the Public Safety Officers' Procedural Bill of Rights provides for an appeal. The reasons for the lowering of a step shall be given in writing to the employee.
  7. Upon promotion, a minimum of five percent (5%) increase or the A Step whichever is greater, shall be granted within the new range, provided that the employee does not exceed the E Step of the new range.
  8. All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.
- D. A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (Midnight) Monday two weeks thereafter. The first pay period under this Agreement shall commence at 12:01 a.m., June 28, 2005.
- E. Deferred Compensation
1. The CITY shall provide access to a deferred compensation program authorized by the City Council for the voluntary participation of CITY employees. In addition, the CITY shall match on behalf of a participating employee in a regular position three-fourths (0.75%) percent of an employee's regular rate of pay on a bi-weekly basis; provided the employee is contributing at least two percent (2%). The

CITY's contribution shall increase to one and one-fourths (1.25%) percent effective December 26, 2006.

2. For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY'S contribution shall increase to one (1%) percent; provided, the employee is contributing at least two (2%) percent. The CITY's contribution shall increase to one and one-half (1.5%) percent effective December 26, 2006.
3. Employees will be advised by the Personnel Department of this deferred compensation option upon initial promotion to an MPMA-represented position. They may initiate enrollment at the time of initial promotion, or any time thereafter, by contacting the Employee Benefits Coordinator and completing the required forms.

**Article 5: OVERTIME & SPECIAL PAY**

- A. Lieutenants are designated as "exempt" from the overtime requirements of the FLSA. Corporals and Sergeants are designated as "non-exempt" from the overtime requirements of FLSA. Lieutenants may be asked to perform duties outside regularly scheduled duty hours, without additional compensation as a part of their job requirements. The CITY has the right to require employees covered by this Memorandum to work outside regular duty hours as necessary.
- B. Except as otherwise provided herein, Corporals and Sergeants shall be compensated at a rate of time and one-half of their regular rate of pay for all time worked outside of their scheduled duty days, without regard to time actually worked in any day or given period of time.
- C. All overtime worked by Corporals and Sergeants shall be in accordance with existing General Order No. 3.22, as this Order may be modified from time to time, after meeting and conferring with respect to such modifications, if any. Overtime shall be reported by the employee to the supervisor the day or shift following the day or shift in which the time is worked.
- D. Overtime by Corporals and Sergeants shall be compensated at time and one-half of their regular rate of pay, and shall be recorded on a minute-for-minute basis and either paid or accrued as compensatory time off, except as follows: when working a voluntary overtime assignment where the funding is from a non-City of Modesto source and the funding is restricted as to its use, or where funding is from a City of Modesto non-General Fund restricted source, compensation shall be paid as overtime and shall not be recorded as compensatory time. Such restricted sources of funding shall include, but are not limited to, designated grants, special

districts, state/federal transit and airport security, and non-General Fund parking revenue.

- E. A Sergeant temporarily assigned to act as a Lieutenant (in other than a Watch Commander assignment) for five (5) or more regularly scheduled, consecutive workdays shall be credited with five-tenths (0.5) hour compensatory time off per day, credited at straight time, retroactive to the first day of the assignment. Holidays and regularly scheduled days off shall not interrupt the calculation of consecutive workdays. A Sergeant temporarily assigned to act as a Watch Commander for six (6) or more hours in a day, shall be credited with seven-tenths (0.7) hour compensatory time off per day. A Lieutenant assigned to act at a higher rank by a Personnel Action Form for twenty (20) or more consecutive workdays, shall be paid five (5%) percent acting pay retroactive to the first day of the assignment.
- F. Compensatory time-off may be taken with the mutual consent of the employee and the employee's supervisor or Department Director. Each employee shall be paid as part of the last paycheck received in September, December, March and June for all compensatory time over the maximum allowance accrual of 280 hours. This maximum accrual shall be reduced to 270 hours effective March 2006, to 260 hours effective March 2007, to 250 hours effective March 2008 and to 240 hours effective March 2009.
- G. Employees may request payment of compensatory time off to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided.
- H. Prior to promotion to Lieutenant, an employee shall be paid for one-half of all accrued compensatory time.
- I. All employees shall have an obligation to perform call back duty for emergency, exceptional or unusual conditions. Compensation for call back duty for Corporals and Sergeants shall be as follows, excluding pre or post extension of shift: a four (4) hour minimum at time and one-half if the appearance time occurs with less than 48 hours advance notification. If the appearance time occurs with 48 hours or more advance notification, a two (2) hour minimum at time and one-half shall apply. The exception shall be, that if the appearance date and time falls on a regular day off, compensation for call back duty shall be a four (4) hour minimum at time and one-half if the appearance time occurs with less than 72 hours advance notification.
  - 1. Pre or post extension of shift is defined as call back to duty within two (2) hours time of the beginning or ending of a regular work shift. For

call backs occurring within two (2) hours time of the beginning or end of a regular work shift, no call back minimum shall apply.

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

J. Lieutenants shall receive Management Leave (E-Time) of eighty (80) hours annually, to be advanced at the beginning of each calendar year. All Lieutenants may cash out Management Leave once annually during the pay period in which December 1 falls, to the maximums listed below:

1. All Lieutenants may request payment for a maximum of twenty (20) hours of Management Leave to be included as part of their regular paycheck. The maximum payment shall increase to thirty (30) hours, effective December 2006, and to forty (40) hours effective December 2007. Effective December 2008, all Lieutenants may request payment of a maximum of sixty (60) hours, regardless of assignment.
2. Lieutenants assigned to the following assignments may request payment for an additional twenty (20) hours [for a maximum total of forty (40) hours] of Management Leave to be included as part of their regular paycheck. The maximum total payment shall increase to fifty (50) hours, effective December 2006, and to sixty (60) hours effective December 2007.
  - a. SWAT (Special Weapons And Tactics)
  - b. CIT (Critical Incident Team)
  - c. CRU (Crisis Response Unit)
  - d. ISD (Investigative Services Division)
  - e. Traffic
3. Other Lieutenant assignments may be added to the list at the discretion of the Police Chief. Any additions should normally be based on an assignment where unforeseen situations repeatedly occur, and attendance is mandatory.

K. Special Assignment Pay: If training falls outside normal duty hours, work hours may be adjusted to permit training as duty time.

1. Sergeants, Corporals or Lieutenants will not be assigned to handle working canines, but may be assigned to train, direct, supervise or manage canine unit operations. Corporals or Sergeants so assigned will be compensated at time and one-half for hours required for such duties which occur outside of regularly scheduled duty hours.
2. Corporals or Sergeants assigned to the Equestrian Unit will be compensated at time and one-half for time outside of regularly scheduled duty hours when approved in advance by the Operations Bureau Commander.
3. Effective January 7, 1997, Corporals or Sergeants assigned to the Equestrian Unit will be compensated for two and eight-tenths (2.8) hours of Equestrian care at time and one-half for each two week pay period except when the Operations Bureau Commander has assigned the Corporal or Sergeant release time for the conduct of such activity.

L. Bilingual Compensation for Sergeants:

1. Effective June 24, 2008, Sergeants who communicate orally in Spanish and/or Southeast Asian languages common to this area, and who agree to utilize this skill in the course of their duties, shall be credited three (3) hours of CTO, at straight time per pay period. In the event a Sergeant is multilingual, a maximum of three (3) hours of CTO will be credited each pay period.
2. Proficiency in oral communications will be determined by an oral examination. Examination boards/panels will be convened as deemed necessary by the CITY. Three (3) people, recognized as being bilingual by the CITY, will sit on the examination panel. To pass the examination, two (2) of the three (3) panel members must agree that the Sergeant is proficient in oral bilingual communication. If a Sergeant passes the examination, CTO time will begin to accrue at the start of the next pay period.
3. Other languages may also qualify for bilingual compensation, if a need is determined by the CITY. In this event, the above stated procedures will be utilized.

M. Educational Incentive Pay:

1. Effective June 27, 2006, employees who have completed one full year of service with the CITY, and who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for one and one-half (1 ½%) percent Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential is one and

one-half (1 ½%) percent, regardless of the number of Degrees obtained.

2. Employees who acquire a qualifying Degree after June 27, 2006, shall not be eligible for this Educational Incentive Pay until June 24, 2008.

**Article 6: COURT OVERTIME FOR CORPORALS & SERGEANTS**

- A. Overtime shall be compensated at time and one-half of their regular rate of pay for time spent in court if such appearance is set within two (2) hour's time of the beginning or ending of a regular work shift.
  1. If set within two (2) hours time of the beginning of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the appearance time and concluding at the beginning of the shift.
  2. If set within two (2) hours time of the ending of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the shift ending time, and concluding with the completion of the court appearance.
- B. A minimum of one (1) hour during a duty day, or on a day off, at the employee's straight time rate shall be recorded when an employee has been subpoenaed for a court appearance and is required to telephone the Court Liaison Officer during off duty hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour at an employee's straight time rate as provided above shall be recorded if the employee is required to call back after 12:00 p.m while off duty. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. This call-in pay shall only be recorded if the employee is not required to appear in court during the AM or PM in which the call-in was made, respectively.
- 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-hour gap, a minimum of four (4) overtime hours shall be recorded for the first appearance on that day and for required court related time at the Police Department immediately prior to or following an appearance. If, on such a day, a second court appearance is required, a separate minimum of four (4) overtime hours shall be recorded, provided that the second appearance is required to begin after the previous four (4) hour minimum awarded that day is expired. When the second court appearance is required during the previous four (4) hour minimum, no additional pay shall be recorded until the previous four (4) hour

minimum shall have expired, at which time hour for hour overtime shall resume.

2. On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day off or vacation day must be approved prior to the date that a subpoena is received.
- 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 recording 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, they shall be required to check the posted calendar at the end of their last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.
- 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.

#### **Article 7: COURT PAY FOR RETIREES**

- A. Retirees (Corporals, Sergeants and Lieutenants) who have received a subpoena through the course and scope of their employment as a sworn supervisor 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.
- B. Retirees (Corporals, Sergeants and Lieutenants) who are required to appear in court through the course and scope of their employment as a sworn supervisor 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.
- C. A straight time pay rate is defined as the rate of pay the employee earned at the time of retirement.

**Article 8: VEHICLE ASSIGNMENT**

Subject to Administrative guidelines established by the City Manager, employees may be assigned vehicles for overnight use at the discretion of the Department Director. Vehicles will not be taken home overnight without advance supervisory approval.

**Article 9: UNIFORMS AND UNIFORM ALLOWANCES**

A. Uniforms

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

B. Motor Officer Equipment

The CITY shall provide department approved safety goggles, gloves, helmet, leather jacket, one pair of riding pants and one pair of boots to all members of this unit regularly assigned to ride a motorcycle, and replace as needed with approval of the Division Commander. Said items shall remain CITY property and may be re-issued at the discretion of the Division Commander.

C. Uniform Allowance

1. Effective January 1, 2003, or the pay period beginning closest thereto, each employee will be paid, as part of the last paycheck received in March, June, September, and December a uniform allowance of two hundred seventy-five dollars (\$275.00) per quarter. The accrual rate will accumulate at ninety-one dollars and sixty-six cents (\$91.66) per month.
2. Effective January 1, 2008, or the pay period beginning closest thereto, each employee will be paid, as part of the last paycheck received in March, June, September, and December a uniform allowance of two hundred eighty-two dollars (\$282.00) per quarter. The accrual rate will accumulate at ninety-four dollars (\$94.00) per month.

**Article 10: EDUCATIONAL PARTNERSHIP PROGRAM**

Non-probationary employees with at least one year of service may be eligible to receive financial support toward the attainment of an Associate, Bachelor's or Master's Degree from an accredited college or university. Program criteria and funding are at the discretion of the CITY.

**Article 11: RETIREMENT**

- A. The CITY shall contract with the California Public Employees' Retirement System to provide for the following retirement benefits as are currently referenced to Sections from the Government Code:
1. Effective June 19, 2001, 3% @ 50 Full Formula as provided in Section 21362.2.
  2. Effective June 19, 2001, Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5.
  3. One-Year Fiscal Compensation as provided in Section 20042.
  4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.
  5. Benefits Payable to Surviving Spouse as provided in Section 21551.
  6. Surviving Spouse-Remarriage as provided in Section 21635.
  7. Military Credit as Public Service as provided in Section 21024.
- B. Pursuant to the provisions of Section 20691 of the California Government Code the CITY shall pay seven and one-half (7.5%) of the nine (9%) percent employee contribution in the employee's name of the Public Employees' Retirement System, effective March 9, 2004. Such payments shall be implemented pursuant to the provisions of Section 20636(c)(4) of the California Government Code, and reported to Public Employees' Retirement System as compensation earnable.
- C. The employee shall pay the remaining one and one-half (1.5%) percent of the nine (9%) percent employee contribution. Such payments shall be implemented pursuant to Internal Revenue Code Section 414(h)2, providing for pre-tax employee contributions.

**Article 12: RETIREE HEALTH INSURANCE**

- A. Employees may elect on a one-time basis at retirement to purchase health, dental and/or vision insurance under a CITY authorized plan. Upon the death of a retired employee enrolled in one of the plans, surviving dependents retain eligibility for enrollment in the plans.

B. Leave Conversion

1. Employees who retire after five (5) years of service in good standing may, on a one time basis, have ninety (90%) percent of their unused sick leave applied by the CITY upon retirement to premiums for health insurance plans covered by the CITY. Said insurance shall be provided in an amount up to that contributed to active employees, as needed to cover the cost of retiree health premiums at the rate of one (1) month of premium contributions for each (8) hours of sick leave. The CITY's contribution to active employees shall be further defined as that amount contributed to active employees on the median priced health plan, excluding union sponsored plans or PPO's. Upon death of the employee, the employee's spouse, registered domestic partner or dependents shall remain eligible to receive the remaining benefit, under the same terms and conditions.
2. In addition, effective November 9, 1993, or the closest pay period thereto, for retirees who retired after July 1, 1990, and elect to have dental and/or vision insurance, the CITY shall contribute an amount up to that contributed to the CITY's dental insurance plan and/or the CITY's vision insurance plan for active employees, for the same number of months as calculated for health insurance.
3. Employees who select paragraph 1 above may, in addition to converting accrued sick leave to health insurance, convert accrued compensatory time, vacation leave, holiday time, and grandfathered holiday time upon retirement to premiums for health insurance plans covered by the CITY on the same basis as sick leave. Any amount of compensatory time, vacation leave or holiday time so applied shall be subtracted from the cash out of such leaves/times provided for in this MOU.

C. The CITY's monthly contribution rate towards health, dental and vision insurance for those retirees participating in the sick leave conversion program shall be up to the following amounts, as needed to cover the cost of the premiums:

1. \$323.86 monthly for **retirees without dependent coverage**, effective August 1, 2004. This contribution rate is subject to change August 1, of each year, pursuant to paragraph B, 1, above, provided that the contribution rates shall not exceed the following active employee rates:

Monthly	Effective
\$435.00	July 26, 2005
\$480.00	July 25, 2006
\$525.00	July 24, 2007
\$570.00	July 22, 2008

2. \$731.76 monthly for **retirees with dependent coverage**, effective August 1, 2004. This amount shall increase to:

Monthly	Effective
\$767.00	July 26, 2005
\$812.00	July 25, 2006
\$867.00	July 24, 2007
\$867-957	July 22, 2008

Effective August 1, 2003, the CITY's contribution toward dependent coverage shall not exceed the actual premium amount for the lowest cost HMO for active employees (including Dental and Vision) offered by the CITY, regardless of the health plan selected by the retiree or the contribution amounts listed above.

- D. For retirees who do not elect to carry vision and/or dental insurance, the CITY's contribution shall be reduced proportionately.
- E. If a retiree's health premium in any given month is less than the designated CITY contribution, the excess contribution shall be applied on behalf of the retiree to that month's premiums for dental and/or vision insurance, if the retiree has elected these plans.
- F. At the time a retiree initially moves or during any open enrollment period or IRS-approved life change situation, a retiree who lives out of the HMO service area, or out of state, may elect to use multiple monthly increments (up to a maximum of three (3) months) of their accumulated sick leave conversion benefits to offset higher health insurance premiums for plans sponsored by the CITY. During any subsequent open enrollment, the retiree may reduce the number of multiple increments. Retirees electing this option will be required to sign an acknowledgement form that indicates they understand that they will be using their benefit proportionately.
- G. Effective fiscal year 1994-1995, the CITY will notify retirees of the amount of their insurance premiums on an annual basis and will no longer provide monthly statements. Retirees will be responsible for submitting their appropriate monthly premium.

**Article 13: HEALTH, DENTAL, VISION INSURANCE**

- A. All employees in regular positions shall participate in the health, dental and vision programs authorized by the CITY.
- B. Effective August 1, 1995, employees may opt out of participation in a health plan, but shall continue to participate in the CITY dental and vision plans. The Opt-out option may only be exercised during the CITY's open enrollment period or in coordination with spouse/domestic partner's open enrollment period and requires that the employee show proof of alternate health coverage. The Chiropractic and Psychological Services plans are not available under the Opt-out option. No cash payments will be made in-lieu of health coverage, but deferred compensation contributions will be provided as designated below.
- C. There shall be a waiting period for new employees before they become eligible for health, dental or vision insurance benefits. Eligibility shall start with the beginning of the payroll period following completion of two full pay periods.
- D. The CITY shall contribute the following amounts bi-weekly (based on 24 pay periods) toward the combined total premium for health, dental and vision insurance plans, with the employee responsible for the balance of the premium cost, if any.
  - 1. \$365.88 bi-weekly (\$731.76 monthly) for **employees with dependent coverage**, effective August 1, 2004. This amount shall increase to the following amounts:

Bi-weekly	Monthly	Effective
\$383.50	\$767	July 26, 2005
\$406.00	\$812	July 25, 2006
\$433.50	\$867	July 24, 2007
\$433.50-\$478.50*	\$867-\$957*	July 22, 2008

\* Effective July 22, 2008, the CITY's contribution for employees with dependent coverage shall be a "me too" provision with the Modesto Police Officers Association (MPOA). Specifically, the contribution for that plan year shall be determined by the average of an MPOA market survey, with a minimum contribution of \$867/month and a maximum of \$957/month.

Effective August 1, 2003, the CITY's contribution toward 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.

2. \$188.99 bi-weekly (\$377.98 monthly) for **employees without dependent coverage**, effective August 1, 2004. This amount shall increase to the following amounts, except that the contribution shall not be less than the combined premium for the lowest cost HMO, dental and vision plan.

Bi-weekly	Monthly	Effective
\$217.50	\$435.00	July 26, 2005
\$240.00	\$480.00	July 25, 2006
\$262.50	\$525.00	July 24, 2007
\$285.00	\$570.00	July 22, 2008

For employees without dependent coverage, the CITY shall make a contribution to the employee's deferred compensation account administered by the CITY, in an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the combined total premiums.

3. \$188.99 bi-weekly (\$377.98 monthly) for **employees who opt out of health coverage**, effective August 1, 2004. This amount shall increase to the following amounts:

Bi-weekly	Monthly	Effective
\$192.50	\$385.00	July 26, 2005
\$195.00	\$390.00	July 25, 2006
\$200.00	\$400.00	July 24, 2007
\$212.50	\$425.00	July 22, 2008

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

4. During calendar year 2007, at the request of either party, the parties will meet to discuss health costs. These discussions shall not constitute a negotiation or a re-opening of the MOU, and the results of the discussions shall not be subject to Arbitration pursuant to Section 1206 of the City Charter.

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

- F. Except as otherwise required by law, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the CITY towards premium payment and coverage shall cease, unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.
- G. The CITY shall continue a Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums and for dependent care costs.
- H. 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.
- I. CITY shall provide employees with an annual physical exam by the CITY's occupational medical provider. As an alternative, employees may utilize a physician of their choice for their annual exam. The CITY will reimburse the employee for charges incurred, to a maximum of \$160 for males and \$235 for females, provided the exam covers all protocols of the CITY's sponsored exam. The reimbursement rate is subject to change at the CITY's discretion.

#### **Article 14: LONG TERM DISABILITY INSURANCE**

The CITY shall provide, at CITY expense, all employees with a Long Term Disability Insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to sixty-six and two thirds (66 2/3%) of the first \$9,000 per month in earnings, reduced by any income received from other sources. The plan provides from a 60 day waiting period, but if the disability lasts longer than 90 days, the disability payments will be retroactive to the 31<sup>st</sup> day.

#### **Article 15: LIFE INSURANCE**

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

**Article 16: EMPLOYEE ASSISTANCE PLAN (EAP)**

The CITY, through the EAP Program, shall provide 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 per year for employees and dependents. In addition, the Police Department provides a separate counseling benefit for employees and dependents.

**Article 17: MANAGEMENT TRAINING ALLOWANCE**

Employees with one or more years of service in a management classification may be eligible to receive a Management Training Allowance, subject to available funds and approval of the Personnel Director. Program criteria and funding are at the discretion of the CITY.

**Article 18: VACATION**

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

<u>Years of Continuous Service After Hire</u>	<u>Work Days Earned Annually</u>	<u>Work Hours Earned Annually</u>
During 1	10	80
2	11	88
3	12	96
4	13	104
5	14	112
6	15	120
7	16	128
8	17	136
9	18	144
10	19	152
11	20	160
12	20.5	164
13	21	168
14	21.5	172
15	22	176
16	22.5	180
17	23	184
18	23.5	188
19	24	192
20	24.5	196
21	25	200

Employees may not accrue vacation time in excess of twice their annual vacation accrual rate, except as approved by the City Manager for exceptional conditions, provided that no employee shall lose vacation time to meet the needs of the Department.

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

1. All vacation leave must be approved by the Department Director or designated representative.
2. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.
3. Negative Vacation
  - a) With the approval of the employee's Department Director, an employee may be permitted to take up to eighty (80) hours vacation in advance of accrual. Effective end of work day December 12, 2005, this paragraph shall expire and be replaced by paragraph (d), below.
  - b) Effective December 13, 2005, employees will not be permitted to take vacation in advance of accrual (e.g., no increase in an employee's existing negative vacation balance will be permitted), except as provided in paragraph (d), below.
  - c) Effective March 21, 2006, any existing negative vacation balances shall be offset by the employee's other leave balances in the following order: Grandfathered Holiday CTO, Holiday CTO, and regular CTO. Following any offsets from these other leaves, negative balances still remaining shall be reduced each payperiod by the employee's regular vacation accrual, and on a quarterly basis further offset by any available holiday or CTO balances.
  - d) Effective December 13, 2005, employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship, as determined by the CITY Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual

shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the CITY to recover any negative balance still owed to the CITY upon the employee's separation from service. Such recovery shall be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.

4. Vacation leave shall be compensated at the employee's regular hourly rate of pay.
  5. Seniority will be used to determine vacation schedules for those submitting requests by January 31 of each calendar year. Management will respond to the requests by February 28 of each calendar year. If multiple requests are submitted prior to this date the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized. All first priority requests shall be considered in order of seniority prior to any second priority request. All second priority requests shall be considered in order of seniority prior to any third priority request. After January 31, vacation will be determined on a first come, first served basis.
  6. The Police Chief shall have the right to determine the number of personnel on vacation at any one time and discretion to decide the operational needs of the department.
  7. With the approval of the City Manager, an employee about to retire, or who is to be laid off, may utilize his/her accrual prior to the effective date of any such retirement or layoff. In lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the CITY.
- B. In the event an employee leaving CITY service has taken vacation leave prior to the time all of the leave is earned, the employee shall reimburse the CITY for time used but not earned.
- C. All other administrative procedures and policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

#### **Article 19: HOLIDAYS**

- A. The first pay period of January of each year, employees assigned to the 4/11 or Modified 4/10 schedules shall be credited with eight-eight (88) hours of accrued holiday time. For employees on the 4/11 schedule, this accrued time shall be reduced by nineteen (19) hours as required by the 4/11 schedule, for a net of sixty-nine (69) hours. See Article 22, WORK

SCHEDULES. In addition, the pro-rata portion of the MPMA Time Bank (Article 33) shall be deducted from the holiday accrual. This time bank deduction shall occur the second pay period in January of each year. Employees assigned to the 4/11 or Modified 4/10 schedules are not entitled to any additional compensation when the holiday falls on their regular work day.

- B. Employees assigned to the 4/11 or Modified 4/10 schedules prior to 12/19/00, shall have their accrued holiday time either cashed out or placed in a separate grandfathered holiday account, at the employee's option. On or after 12/19/00, employees so assigned shall have their accrued holiday time automatically cashed out. Once the employee's holiday balance is zeroed-out, the employee shall be advanced holiday time on an annual basis in accordance with paragraph A, or a pro-ration thereof.
- C. The CITY recognizes the following holidays, which are valued at eight (8) hours each (for a total of 88 hours), regardless of the employee's work schedule. Holiday time taken off, is taken on an hour-for-hour basis.
  - 1. Floating Holiday
  - 2. New Years Day
  - 3. Dr. Martin Luther King Jr, Day
  - 4. Presidents' Day
  - 5. Memorial Day
  - 6. Independence Day
  - 7. Labor Day
  - 8. Veterans' Day
  - 9. Thanksgiving Day
  - 10. Day after Thanksgiving
  - 11. Christmas Day
- D. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as a fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- E. Whenever an employee (excluding those employees assigned to the 4/11 or Modified 4/10 schedules) is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time.
- F. For employees assigned to a fixed 4/10 schedule, whenever a holiday falls on the employee's regularly scheduled work day, a two (2) hour deduction will be made from the employee's holiday account, or, if no regular holiday time is available, from the employee's regular CTO account, then vacation account. This two (2) hour deduction is necessary in order to account for a ten (10) hour day.

- G. Corporals or Sergeants on leave without pay the last scheduled work day before and/or the first scheduled work day after a fixed holiday shall not receive holiday pay.
- H. For employees who have accrued holiday time in a separate “grand fathered” holiday account, this time may be taken by the employee as time off, cashed out at straight time, or carried over year to year.
- I. Employees, (excluding those assigned to the 4/11 or Modified 4/10 schedules), shall not accumulate more than fifty (50) hours of regular holiday time. All regular holiday hours in excess of fifty (50) hours, shall be paid at straight time.
- J. Employees on the 4/11 or Modified 4/10 schedules may cash out a maximum of ten (10) hours of holiday time from their regular holiday account, the first pay period in February of each year. (The first pay period in February is defined as the pay period in which February 1 falls.) All remaining holiday time in the employee’s regular holiday account shall be taken as time off, or shall be forfeited at the end of each calendar year. (The end of the calendar year is defined as the last day of the last full pay period, ending on or before December 31.)
- K. All other administrative policies and procedures shall be as contained in the Personnel Administrative Orders.

**Article 20: SICK LEAVE**

- A. Sick leave shall be accrued at the rate of 3.7 hours per pay period starting with the first full pay period following appointment.
- B. Employees may accumulate up to two thousand two hundred (2,200) hours of sick leave.
- C. Sick leave shall not accrue when an employee is absent on any leave other than vacation leave, workers’ compensation (4850 time), bereavement leave, jury duty or temporary military leave.
- D. In order to qualify for sick leave, an employee must be unfit for their work as a result of illness or injury. Sick leave shall not be used for an injury or illness arising out of or incurred in connection with outside employment.
- E. In order to receive sick leave, an employee must notify the supervisor not later than one hour before the start of the employee’s work day.

- F. Employees may use sick leave for occasional dental, pregnancy, or medical appointments for themselves, when it is not reasonably feasible to do so during off duty time.
- G. Employees may use up to one half (1/2) of their annual sick leave accrual in any calendar year to attend to the illness of the employee's child, parent, spouse or registered domestic partner as provided in Section 233 of the Labor Code. Use of sick leave beyond this amount may not be used to attend to an ill family member, except in the case of critical illness as determined by the CITY, or as authorized by the Police Chief.
- H. Employees leaving CITY employment shall forfeit all unused sick leave except as follows:
  - 1. Employees who leave CITY employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five (25%) percent of the first one thousand (1,000) hours and twenty (20%) percent of the following twelve hundred (1,200) hours of unused sick leave.
  - 2. Employees who retire after five (5) years of service in good standing may, on a one time basis, exercise the option to have ninety (90%) percent of their unused sick leave applied by the CITY upon retirement to premiums for health, dental and vision insurance plans covered by the CITY. See Article 12, B (RETIREE HEALTH INSURANCE).
  - 3. In the event of an employee's death after completing five (5) years of service in good standing, the surviving spouse or registered domestic partner and/or dependent children shall be eligible to convert the employee's leave time to health, dental and vision contributions on the same basis as for retirees; except that, there shall be no option for cashout of the employee's sick leave hours, regardless of whether or not the employee's survivor(s) elect sick leave conversion to health contributions. The option of cashout or conversion for vacation, CTO, or holiday hours shall continue to be available to the employee's survivors.
- I. Leave for disability covered by workers' compensation shall conform to the provisions of Section 4850 of the State Labor Code. Under state law, sworn safety members of the Police Department receive full pay, including sick leave credit, up to one year for line-of-duty disability, and there is no charge against the employee's accrued sick leave under such circumstances.
- J. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

## **Article 21: MISCELLANEOUS LEAVES**

### **A. Military Leave**

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

### **B. Leaves of Absence**

1. Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Normally, a leave of absence will not be granted to employees who have not completed a probationary period. Upon return from leave, the employee shall be reinstated in the position held at the start of the leave or to another position in the same class. Failure to return promptly at the end of the leave, or within a reasonable period after notice to return to duty, shall be cause for dismissal.
2. An authorized absence without pay may be granted by the Department Director when an employee has exhausted all accumulated sick leave, compensatory time off, vacation or holiday time.
3. When an employee is absent without prior authorization and the absence is not due to illness or injury, the time absent shall be considered an unauthorized absence. During an unauthorized absence an employee is without pay and may lose related benefits.
4. Upon becoming a candidate for public office, an employee may request and may be granted a leave of absence without pay to remain in effect for the period of candidacy.
5. The CITY may require an employee believed to be physically or mentally incapacitated for work to be examined by a designated physician and may require the employee to take a leave of absence. Any accrued sick leave may be used.

### **C. Family Leave**

1. The CITY is in compliance with both State and Federal laws providing for employee leaves for family and medical care as regulated by the State Fair Employment and Housing Commission and the Federal Department of Labor.
2. Family leave provides that after completion of one full year of service (and have worked at least 1,250 hours during the twelve (12) months

preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:

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

D. Catastrophic Leave

1. Employees in regular positions shall be eligible to participate in the strictly voluntary catastrophic leave program. To be eligible, an employee must provide a written medical verification of long-term illness or injury, or to have a member of the employee's immediate family with a long term illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Employees who are receiving workers' compensation or long term disability benefits are not eligible for catastrophic leave. Catastrophic leave shall be coordinated with Family Leave with respect to CITY payment of insurance contributions.
2. When a Department Director has determined that an employee would benefit from the establishment of a leave bank, and has approved an employee's request for Catastrophic Leave, the Department Director will notify the Personnel Office requesting the establishment of a leave bank in the employee's name. The Department Director will be responsible for notifying CITY employees of the need for donations. The Department Director will take necessary actions to help ensure

that individual employee decisions to donate or not to donate to a leave bank are kept confidential and that employees are not pressured to participate. ALL DONATIONS SHALL REMAIN CONFIDENTIAL.

3. The maximum time that may be initially donated into an employee's leave bank account is 1040 hours. To be eligible to receive more than the original 1040 hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work or the employee terminates.
4. An employee may donate vacation, holiday, grandfathered holiday, Management Leave, CTO, and up to forty (40) hours of sick leave only in increments of four (4) hours to a specific employee for which a leave bank has been created. An employee may donate leave only if their own total accrued leave balance(s) remains in excess of 168 hours. Donated hours shall be credited to the leave bank of the affected employee as sick leave on an "as needed" basis. Once the authorized hours are credited to the leave bank of the affected employee, the donation of leave hours is irreversible. When an employee is utilizing leave bank hours, they will not accrue any leave time.

E. Bereavement Leave

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

F. Jury Duty

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

- G. All other leaves and administrative policies and procedures pertaining to any leave shall be as contained in the Personnel Rules and Personnel Administrative Orders.

## Article 22: WORK SCHEDULES

- A. Effective June 20, 2000, employees shall work one of the following work schedules as determined by the position in which they are assigned: 5/8 (formally 5/2), 4/11, Fixed 4/10, Modified 4/10 or 6/3 (only if MPOA unit members work a 6/3 schedule). The CITY shall notify MPMA of any proposed changes of a designated work schedule to another recognized work schedule, or any temporary special assignment requiring a work schedule not contained herein, prior to any implementation. MPMA must respond to such notification within three (3) calendar days in order to exercise the meet and confer process. In the absence of such response, or in the event the parties fail to reach agreement, the CITY may implement the change.
- B. Five-Eight (5/8) Schedule
1. The 5/8 work schedule shall consist of five (5) consecutive duty days for which the employee shall work eight (8) hours per day, followed by two (2) days off, in a twenty-eight (28) day work period.
  2. Supervisors assigned to Youth Services assignments and who work a 5/8 work schedule, shall receive sixty (60) hours of School Police Time off (SPT) on September 1 of each year. In the event supervisors are transferred in or out of Youth Services assignments during the school year, the sixty hours shall be prorated at 2.9 hours per pay period for the school year. (The school year is defined as the twenty-one (21) pay periods commencing mid-August and concluding mid-June.) SPT is not recognized as regular CTO as described in Article 5: Overtime & Special Pay, of the MOU. SPT must be taken off during the school year in which it is received or forfeited. SPT is not available for cash out, even upon separation from employment. Supervisors who transfer out of Youth Services during the summer months shall not carry SPT on the books. All SPT must have been used during the school year for which it was advanced, or forfeited. City payroll shall maintain SPT balances.
- C. Four-Eleven (4/11) Schedule
1. The 4/11 work week shall consist of four (4) consecutive duty days for which the employee shall work eleven (11) hours per day, followed by four (4) days off, in a twenty-four (24) day work period.
  2. Starting times for 4/11 shifts will be 0600, 0900 1200, 1630, and 2000 hours. These starting shift times may be adjusted by mutual consent of the employee and their immediate supervisor.

3. The 4/11 schedule requires that employees work fifty-five (55) hours per year in addition to their regular schedule. Of these fifty-five (55) hours, thirty-six (36) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining nineteen (19) hours are owed to the CITY and shall be deducted from the employee's annual holiday entitlement. See Article 19 (HOLIDAYS).
4. Employees assigned to a 4/11 schedule will have a paid lunch break of thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.
5. Employees shall remain available by phone or radio, and are subject to recall at any time during their lunch break. In the event of a recall or missed lunch break, there will be no additional compensation.

D. Fixed Four-Ten (4/10) Schedule

1. The Fixed 4/10 work week shall consist of four (4) consecutive duty days for which the employee shall work ten (10) hours per day, followed by three (3) consecutive days off, in a twenty-eight (28) day work period.
2. Employees will have either a Friday or a Monday off, dependent on unit assignments, in conjunction with Saturday and Sunday off.
3. Employees on temporary assignment to the Investigative Services Division may be assigned to the Fixed 4/10 schedule as determined by the Police Chief.
4. The Fixed 4/10 shift starts at 0700 hours and ends at 1730 hours, but may be adjusted by mutual consent of the employee and the supervisor. A thirty (30) minute unpaid lunch break, coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes, is included in the shift.
5. Employees assigned to special units outside the Investigative Services Division may be assigned to work a schedule other than the Fixed 4/10 as part of that assignment.

E. Modified Four-Ten (4/10) Schedule

1. The Modified 4/10 work schedule shall consist of an "A" and "B" squad, working ten (10) hours per day. "A" squad will work a sequence of

three (3) days on, two (2) days off, five (5) days on, four (4) days off. "B" squad will work a sequence of three (3) days on, four (4) days off, five (5) days on, two (2) days off. The Modified 4/10 schedule is based on a twenty-eight (28) day work period.

2. Both "A" and "B" squad have Wednesday as the common "overlapping" ten (10) hour work day.
3. Employees assigned to a Modified 4/10 schedule will have a paid lunch break for thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five minutes included in the shift. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.

F. Training Days

1. Based on the availability of instructors, training sites, and training resources, and the 4/11 and Fixed 4/10 schedules, the CITY will endeavor to schedule training days on the first or last regular day of A or B squad, and on a Tuesday, Wednesday or Thursday.
2. No leave time shall be used for a training day absence except for pre-approved vacations or extended sick leave. Employees absent on a training day must notify the Watch Commander at the start of the training day. Employees must make up the missed training day on a regularly scheduled day off.

G. Joint Power Agreements

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

H. Lunch Breaks

1. Employees in uniform or marked vehicles may take their lunch break at:
  - a. The Modesto Police Department, regardless of the number of employees present.
  - b. Any place accessible to the public, as long as no more than two (2) marked police cars, and no more than four (4) uniformed employees are present.

- c. The employee's residence or the residence of an immediate family member (i.e. mother, father, husband, wife, brother, sister, child, grandmother, grandfather, or mother or father of their spouse or registered domestic partner). If the residence is more than one (1) mile outside the Modesto City limits, authorization from the Division Commander is required.
- 2. MPMA shall actively encourage its members to adhere to the provisions of this paragraph.
  - I. The department retains the right to change the regular days off or the regular duty hours for any employee.

**Article 23: SHIFT BIDDING**

- A. Seniority shift bidding, for employees assigned to the 4/11 work scheduled within the Operations Division, may be granted at the discretion of the Police Chief or designee. Shift bid requests will generally be granted on the basis of date of promotion. In the event employees have the same promotion date, seniority as it related to seniority shift bidding, may be based upon badge number ("A" number).
- B. Following three (3) consecutive assignments to the same shift, an employee shall rotate off that shift by bidding for another shift assignment.
- C. Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each shift, 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.
- D. The bid system shall not supersede Management Rights as stated in Article 2 (MANAGEMENT RIGHTS) of the MOU, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.
- E. The Police Chief or designee is the final authority in assigning personnel and such decision shall not be subject to the grievance procedure, arbitration, or considered as discipline.

**Article 24: MODIFIED DUTY**

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

- B. A modified duty assignment shall be made when there is meaningful work to be performed, the work can be performed in a manner that is cost effective, and the work can be performed with the medical limitations identified by the treating or examining physician. A modified duty assignment shall not adversely affect other employees or the public.
- C. Specific procedures for modified duty assignments shall be as contained in the Personnel Rules and Personnel Administrative Orders.

**Article 25: PERFORMANCE EVALUATION**

- A. The CITY and MPMA 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 expectations, the supervisor shall take appropriate steps to encourage improvement, and may set a definite period in which improvement is expected. For Corporals and Sergeants, failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, or dismissal. For Lieutenants, failure to achieve satisfactory improvement may be cause for any FLSA compliant action, in accordance with applicable law.
- B. The specific procedures of the performance evaluation system shall be as contained in the Personnel Rules and Personnel Administrative Orders, and Department Performance Manual.

**Article 26: OUTSIDE EMPLOYMENT & SERVICE AGREEMENTS**

A. Outside Employment:

All employees shall request the approval of the CITY prior to beginning any outside business or employment. Such business or employment shall not affect the time or quality of their CITY work or cast discredit upon or create embarrassment for the CITY.

B. Outside Service Agreements:

The Police Chief is also authorized, upon approval of the City Manager, to assign personnel who volunteer to perform special police services on their off-duty time for employers separate and independent from CITY (private, public or non-profit), who will reimburse the CITY for the cost of such service. All such voluntary work shall be paid at straight time at the hourly

rate equivalent to time and one-half of the pay rate for Police Officer at salary range 308 step E, rounded up to the next dollar, regardless of the employee's actual classification or pay step. However, employees performing such outside employment who are assigned to perform supervisory functions shall be paid at straight time at an hourly rate equivalent to time and one-half of the pay rate for Sergeant at Salary range 610, Step E, rounded up to the next dollar. The department shall maintain a list of volunteers for such Outside Service Agreements. All other requirements and procedures shall be as contained in the General Order for Outside Service Agreements. Changes to this General Order shall be made at any time by the Police Chief, following fourteen (14) days written notice to MPMA. If MPMA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the change(s) will have on employees.

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

#### **Article 27: RESIDENCY REQUIREMENT**

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

#### **Article 28: PROBATION**

- A. Employees shall serve a probationary period of twelve (12) months in each classification to which they are appointed. During the probationary period, the employee shall be evaluated on conduct, performance, attitude, adaptability and job knowledge. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished to the probationer.
- B. Except when an employee has been terminated for cause, an employee released from probation during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step.

#### **Article 29: LAYOFF & DEMOTION PROCEDURES UPON REDUCTION IN FORCE**

- A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare

a lay-off list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the CITY's needs, with particular regard for length of service with the CITY and performance evaluation reports.

- B. Whenever there is a reduction in work force, the CITY shall first demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards. Employees with the least continuous service and lowest performance evaluations shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.
- C. If there are no vacant positions in a lower class available, the CITY shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class for which the minimum employment standards are met.
- D. If there are no vacant positions or bumping possibilities, the CITY shall lay off management employees within a department and classification. Management employees with the least continuous service and lowest performance evaluations shall be laid off first. All persons laid off shall have their names placed on the classification reinstatement eligible list.
- E. To determine the length of continuous service, all uninterrupted employment, including periods of authorized leaves of absence which require a retirement contribution, and including all periods as a full-time CETA employee, shall be counted.
- F. To determine the level of performance evaluation, the latest two evaluations shall be used. Ratings of "Does Not Meet Expectations" shall be ranked lowest, ratings of "Meets Expectations" shall be ranked second, and ratings of "Exceeds Expectations" shall be ranked highest.
- G. 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.
- H. Names shall be placed on classification reinstatement eligible lists in the order of continuous CITY service. Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.

- I. A reinstated employee shall be entitled to the following benefits.
  - 1. Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).
  - 2. Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.
  - 3. A salary as nearly as possible equivalent to that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.
- J. A person appointed from a reinstatement eligible list within six (6) months to the same position held prior to layoff or demotion, will obtain permanent status upon reinstatement. All other persons appointed from a reinstatement list shall serve a new probationary period.
- K. 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.
- L. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.
- M. Layoffs and demotions shall be made without regard to race, color, national origin, religion, sex, age, citizenship, or physical handicap.
- N. Whenever any provision of this Article conflicts with any other Article of this MOU or any Personnel Rules or Personnel Administrative Orders, the provisions of this Article shall prevail.

**Article 30: DISCIPLINARY ACTIONS**

- A. The following shall constitute cause for disciplinary action. Such actions may include dismissal, demotion, disciplinary probation, and suspension, provided that, for Lieutenants, any economic sanctions imposed for disciplinary purposes shall be imposed only as authorized under FLSA legally binding authority.

1. Violation of the City Charter.
2. Violation of the Modesto Municipal Code.
3. Violation of the Personnel Rules or Personnel Administrative Orders.
4. Fraud in securing employment.
5. Incompetency.
6. Inefficiency.
7. Inexcusable neglect of duty.
8. Insubordination.
9. Dishonesty.
10. Being under the influence of alcohol or controlled substances while on duty.
11. Inexcusable absence without leave.
12. 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 Article.
13. Discourteous treatment of the public or other employees.
14. Misuse of CITY property.
15. Violation of any established departmental rule, regulation, policy, and/or manual.
16. Other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the CITY.
17. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, marital status, sex or sexual orientation, or age, against the public or other employees while acting in the capacity of a CITY employee.

18. Substantial and credible threats of violence or acts of violence against any CITY employee made in the course of employment which creates a hostile, abusive, or intimidating work environment. This will not preclude acts consistent with appropriate law enforcement practices or procedures.
- B. The CITY may demote a Corporal or Sergeant whose ability to perform required duties falls below an acceptable standard, or for disciplinary purposes. Upon request of an employee, and approval by the CITY, demotion may be made to a vacant position as a substitution for lay-off.
- C. The CITY may suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year. For Lieutenants, suspensions shall be issued and served in accordance with the Fair Labor Standards Act.-
- D. The CITY may dismiss an employee at any time for cause. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.
- E. The CITY may place an employee on disciplinary probation for a specified period not to exceed one (1) year. Employees placed on disciplinary probation may be dismissed for failure to meet any requirement as a condition to such status.

## **Article 31: DISCIPLINARY APPEALS**

### **A. Non-Arbitrable Appeals**

1. A written reprimand is a non-arbitrable form of discipline issued by the Police Chief, and can only be appealed to the City Manager.
2. Upon receiving a written reprimand an employee may do one of the following:
  - a. Absent any appeal, and within thirty (30) calendar days of receiving the written reprimand, file a written rebuttal to the Police Chief. The rebuttal will be attached to the written reprimand and filed in the employees personnel file.
  - b. Within thirty (30) calendar days of receiving a written reprimand, an employee may file a written request with the Personnel Director for appeal to the City Manager. Upon receipt of the request, and within fifteen (15) calendar days, the City Manager

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

B. Arbitrable Appeals

1. Employees shall have the right to appeal any dismissal, suspension, step reduction, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, appeal shall be provided for through the process in Article 32 (GRIEVANCES).
2. A notice of appeal must be filed in writing with the Personnel Director within thirty (30) days following written notice to the employee of the discipline.
3. Upon filing the notice of appeal, the CITY shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The CITY and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a hearing officer whether identified on the list nor not.
4. 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.
5. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to

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

6. Oral evidence at the hearing shall be taken only on oath or affirmation.
7. 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.
8. The hearing need not be conducted according to the provisions of the California Evidence Code, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply. Irrelevant and unduly repetitious evidence shall be excluded.
9. Evidence of specific instances of a complainant's sexual conduct with individuals other than the alleged perpetrator is presumed inadmissible absent an offer of proof establishing its relevance and reliability and that its probative value is not substantially outweighed by the probability that its admission will create substantial danger of undue prejudice or confuse the issue. For purpose of this paragraph, "complainant" means any person claiming to have been subjected to

conduct which constitutes sexual harassment, sexual assault, or sexual battery.

10. At the request of either of the parties, the CITY shall employ a competent court reporter to record the proceedings.
  11. Parties to the proceedings shall include the appellant and a management employee from appellant's department. If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.
  12. 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.
  13. The cost of the Hearing Officer and court reporter shall be divided equally between the CITY and the employee. The Hearing Officer and court reporter shall separately bill the CITY and the appellant for one-half of the cost of their respective services.
- C. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

## **Article 32: GRIEVANCES**

- A. The purpose of this Article is to establish a grievance procedure on wages, hours and working conditions for which appeal is not provided by other regulations. The procedure is a systematic means of obtaining further consideration of a problem after reasonable efforts to resolve it through discussion have failed.

Grievances should be settled as near as possible to their source and in as informal a setting as possible.

- B. An employee should first attempt to resolve a grievance through discussion with the supervisor without delay. If the employee is not satisfied with such discussion, then the employee has the right to talk with the supervisor's supervisor. If the employee does not agree with the decision reached through such discussion, within ten (10) days of the

decision a formal written grievance may be filed. Informal grievances shall not be taken above the department or division head.

- C. Formal written grievances shall be presented to the Police Chief. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU Article(s) or personnel practices, and the specific remedy requested. The Chief may elect to 1) hear the grievance, 2) refer the grievance to his/her designee or 3) refer the grievance to the Personnel Director. Grievances potentially impacting other departments or bargaining units, or arising out of interpretation of City-wide policies/programs, will normally be referred to the Personnel Director.
1. The Police Chief, Chief's designee or the Personnel Director shall render the grievance determination but shall utilize an "Interest Based" process in attempting to resolve the grievance, unless the parties mutually agree to waive the "Interest Based" process.
  2. Grievances which remain unresolved at the level of the Chief's designee, may be referred by the employee back to the Chief for the Chief's determination. If the grievance remains unresolved by the Chief, or by the Personnel Director, it may be presented by the employee, to the City Manager. The request for City Manager review must be in writing.
- D. The City Manager, or designee, shall review the grievance with the employee, the employee's representative, if any, and with other appropriate persons. The City Manager may elect to utilize an "Interest Based" process in making his/her determination, or may also appoint a fact-finding committee or person not in the normal line of supervision to give advice on the grievance. The City Manager shall render a decision to the employee in writing. The decision of the City Manager shall be final.
- E. The time limits for the formal grievance process are as follows, but may be extended to definite dates by mutual consent of the parties:
1. Filing a formal written grievance shall occur within 10 calendar days of completion of the informal process.
  2. Following receipt of a formal written grievance, the Chief or his/her designee, or the Personnel Director, shall issue a written decision to the employee within 15 calendar days.
  3. If the employee is not satisfied with the decision, or if a response is not received within the 15 days, the employee may present the grievance

to the City Manager (or to the Chief, if the grievance had been referred to the Chief's designee).

4. Presentation of a grievance to the City Manager shall take place within 10 calendar days of the employee's receipt of the previous decision, or within 25 calendar days if no decision was rendered.
  5. The City Manager shall issue a written decision to the employee within 20 calendar days of his/her receipt of the grievance.
- F. An employee may request assistance from another person of their choosing in preparing for and presenting a grievance at any level of review. Preparation of grievances shall not be done on CITY time or in CITY facilities.
- G. Employees shall be assured freedom from reprisal for using the grievance procedure.

**Article 33: MPMA TIME BANK**

- A. Effective January 1<sup>st</sup> of each year each employee covered by this MOU shall contribute an equal amount of hours or portion thereof of regular holiday time to create a pool of one hundred eighty (180) hours to be used for MPMA business. The unused hours in any year shall be carried over to the next year. The maximum number of hours in Time Bank shall be capped at three hundred sixty (360) hours.
- B. All Time Bank shall be used for MPMA business and shall be approved in advance by the MPMA President. MPMA shall endeavor to provide reasonable and timely notice for all Time Bank leave requests. This does not include MPMA time used for meet and confer or time as authorized by the Police Chief or his designee.
1. MPMA time used that does not create a staffing shortage shall be deducted at straight time. A staffing shortage is defined as a situation where staffing levels are below established minimum standards at the time of the request.
  2. In the event the use of Time Bank creates a staffing shortage, a volunteer from the Outside Work Agreement list shall be assigned to fulfill the vacancy created. The volunteer shall be paid a minimum of two (2) hours at straight time and any additional hours worked shall be paid at straight time at the employee's regular rate of pay from Time Bank.

3. Any Corporal or Sergeant exceeding the straight time hours exemption provided by the Fair Labor Standards Act, 29 U.S.C. Article 207 (k), shall be paid for such hours at time and one half. However, if no volunteers are available, the Police Chief or his designee may order an employee to fulfill the vacancy created. The employee shall be paid a minimum of four (4) hours at time and one half and any additional hours worked paid at time and one half at the employee's regular rate of pay.
- C. In the event where use of Time Bank creates a shortage in staffing that cannot be filled at the time of the request, the Police Chief retains the right to deny the use of Time Bank.

#### **Article 34: MPMA DEDUCTIONS**

Upon receipt of a signed authorization from a member of MPMA, the CITY shall institute payroll deductions for association dues, I.U.O.E. 3 Credit Union obligations and insurance premiums for MPMA sponsored plans. The authorization form shall be as provided by the CITY and any deductions shall be in accordance with applicable administrative procedures.

#### **Article 35: BULLETIN BOARD**

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

#### **Article 36: JOB ACTIONS**

MPMA agrees and acknowledges that strikes, sick-ins, slow-downs or other forms of work stoppage or disturbances are detrimental to the responsibility of MPMA and its members to insure that high quality service is provided to the people of the City of Modesto. MPMA, its members and bargaining unit employees agree not to sanction, support, condone, or engage in any such actions directly or indirectly. The CITY may discharge or discipline any employee who violates this article.

#### **Article 37: NON DISCRIMINATION**

- A. The CITY and MPMA agree that the provisions of this Memorandum shall be applied without favor or discrimination based on race, religion, color, creed, ancestry, age, national origin, martial status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, union or association

activity. They agree to recognize, respect and support the CITY's commitment to nondiscrimination in employment as set forth in the CITY's Equal Opportunity Plan and CITY's Policy Against Harassment and Discrimination. MPMA agrees to encourage its members to assist in the implementation of that program.

- B. MPMA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, ancestry, age, national origin, marital status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, job classification or employment status.
- C. MPMA recognizes the CITY must comply with the statutory provisions of the Americans with Disabilities Act (ADA). The ADA requires accommodations for individuals protected under the Act, and that these accommodations be determined on an individual, case-by-case basis, and the parties agree that the provisions of this Memorandum may be disregarded in order for the CITY to avoid discrimination under the Act. The MPMA 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. 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.
- D. All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

**Article 38: APPLICABLE LAW**

- A. 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 MOU is in conflict or inconsistent with such applicable provisions of those Federal, State or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum of Understanding shall not be affected. If any part or provision of this MOU is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees

under this MOU shall not be reduced or increased as a result of this Article.

The parties hereto agree to refrain from initiating any legal action or take individual or collective action that would invalidate Articles of this MOU.

**Article 39: SEVERABILITY**

- A. If any provision of this Memorandum is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.
- B. The CITY and MPMA agree to meet as soon as possible to agree on a substitute provision to that deemed contrary to law. If the CITY and MPMA are unable to agree on a substitute within thirty (30) days of the initial meeting, the matter shall be postponed until the contract negotiations are reopened.
- C. The parties acknowledge that during the negotiations which resulted in this Memorandum, 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 the Memorandum. The express provisions of this Memorandum for its duration, therefore, constitute the complete and total contract between the CITY and MPMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Memorandum 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 Memorandum, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Memorandum, including compensation; provided, however, that the CITY may make changes to the personnel rules and administrative orders consistent with rights MPMA has to meet with the CITY and after fulfilling any obligation the CITY has to meet and confer in good faith.
- D. All pertinent ordinances and resolutions shall be revised to conform with this Memorandum. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this Memorandum unless modified according to the provisions of this Memorandum.

**Article 40: PENDING ISSUES**

- A. The parties agree during the term of this MOU to meet and confer regarding the following issues once comprehensive information has been obtained.
  
- B. In an attempt to reach a mutual agreement regarding the following issues, it is agreed neither party may impose upon the other party any changes of terms and conditions, nor exercise the provisions set forth in Section 1206 of the Modesto City Charter.
  - 1. Retiree Health: The CITY will engage the services of an outside consultant to assist in evaluating the design and funding of the CITY's Retiree Health program, and to recommend alternatives. It is anticipated that the CITY and MPMA will begin meeting and conferring on the adoption of any new or modified Retiree Health programs no later than January 1, 2007, provided that comprehensive recommendations are available.
  
  - 2. Retirement Modifications: The parties agree that throughout the term of this MOU, either party shall have the unilateral right to reopen negotiations for new or modified benefits in the event that the current retirement benefits enjoyed by the members of this bargaining unit are substantively reduced or negated by statute, initiative or regulation.

**Article 41: APPROVAL**

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

CITY OF MODESTO

MODESTO POLICE MANAGEMENT ASSOCIATION

\_\_\_\_\_  
Robin Renwick, Personnel Director

\_\_\_\_\_  
Andy Schlenker, President

\_\_\_\_\_  
Michael Harden, Assistant Police Chief

\_\_\_\_\_  
Ron Cloward, Vice President

\_\_\_\_\_  
Greg Savelli, Police Captain

\_\_\_\_\_  
Rick Armendariz, Secretary Treasurer

\_\_\_\_\_  
Tim David, Association Member

**CITY OF MODESTO  
SCHEDULE OF SALARY RANGES IN CITY  
SERVICE FOR FY 04-05**

**EFFECTIVE September 21, 2004**

SCHEDULE-F

MANAGEMENT POLICE - REPRESENTED (MPMA)

RANGE	3.50% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	24.1267	25.3330	26.5997	27.9297	29.3262	1,930.14	2,026.64	2,127.98	2,234.38	2,346.10	4,198.05	4,407.94	4,628.36	4,859.78	5,102.77
0602	24.7299	25.9664	27.2647	28.6279	30.0593	1,978.39	2,077.31	2,181.18	2,290.23	2,404.74	4,303.00	4,518.15	4,744.07	4,981.25	5,230.31
0603	25.3481	26.6155	27.9463	29.3436	30.8108	2,027.85	2,129.24	2,235.70	2,347.49	2,464.86	4,410.57	4,631.10	4,862.65	5,105.79	5,361.07
0604	25.9818	27.2809	28.6449	30.0771	31.5810	2,078.54	2,182.47	2,291.59	2,406.17	2,526.48	4,520.82	4,746.87	4,984.21	5,233.42	5,495.09
0605	26.6313	27.9629	29.3610	30.8291	32.3706	2,130.50	2,237.03	2,348.88	2,466.33	2,589.65	4,633.84	4,865.54	5,108.81	5,364.27	5,632.49
0606	27.2971	28.6620	30.0951	31.5999	33.1799	2,183.77	2,292.96	2,407.61	2,527.99	2,654.39	4,749.70	4,987.19	5,236.55	5,498.38	5,773.30
0607	27.9795	29.3785	30.8474	32.3898	34.0093	2,238.36	2,350.28	2,467.79	2,591.18	2,720.74	4,868.43	5,111.86	5,367.44	5,635.82	5,917.61
0608	28.6790	30.1130	31.6187	33.1996	34.8596	2,294.32	2,409.04	2,529.50	2,655.97	2,788.77	4,990.15	5,239.66	5,501.66	5,776.73	6,065.57
0609	29.3960	30.8658	32.4091	34.0296	35.7311	2,351.68	2,469.26	2,592.73	2,722.37	2,858.49	5,114.90	5,370.64	5,639.19	5,921.15	6,217.22
0610	30.1309	31.6374	33.2193	34.8803	36.6243	2,410.47	2,530.99	2,657.54	2,790.42	2,929.94	5,242.77	5,504.90	5,780.15	6,069.16	6,372.62
0611	30.8842	32.4284	34.0498	35.7523	37.5399	2,470.74	2,594.27	2,723.98	2,860.18	3,003.19	5,373.86	5,642.54	5,924.66	6,220.89	6,531.94
0612	31.6563	33.2391	34.9011	36.6462	38.4785	2,532.50	2,659.13	2,792.09	2,931.70	3,078.28	5,508.19	5,783.61	6,072.80	6,376.45	6,695.26
0613	32.4477	34.0701	35.7736	37.5623	39.4404	2,595.82	2,725.61	2,861.89	3,004.98	3,155.23	5,645.91	5,928.20	6,224.61	6,535.83	6,862.63
0614	33.2589	34.9218	36.6679	38.5013	40.4264	2,660.71	2,793.74	2,933.43	3,080.10	3,234.11	5,787.04	6,076.38	6,380.21	6,699.22	7,034.19
0615	34.0904	35.7949	37.5846	39.4638	41.4370	2,727.23	2,863.59	3,006.77	3,157.10	3,314.96	5,931.73	6,228.31	6,539.72	6,866.69	7,210.04
0616	34.9427	36.6898	38.5243	40.4505	42.4730	2,795.42	2,935.18	3,081.94	3,236.04	3,397.84	6,080.04	6,384.02	6,703.22	7,038.39	7,390.30
0617	35.8163	37.6071	39.4875	41.4619	43.5350	2,865.30	3,008.57	3,159.00	3,316.95	3,482.80	6,232.03	6,543.64	6,870.83	7,214.37	7,575.09
0618	36.7117	38.5473	40.4747	42.4984	44.6233	2,936.94	3,083.78	3,237.98	3,399.87	3,569.86	6,387.84	6,707.22	7,042.61	7,394.72	7,764.45
0619	37.6295	39.5110	41.4866	43.5609	45.7389	3,010.36	3,160.88	3,318.93	3,484.87	3,659.11	6,547.53	6,874.91	7,218.67	7,579.59	7,958.56
0620	38.5702	40.4987	42.5236	44.6498	46.8823	3,085.62	3,239.90	3,401.89	3,571.98	3,750.58	6,711.22	7,046.78	7,399.11	7,769.06	8,157.51
0621	39.5345	41.5112	43.5868	45.7661	48.0544	3,162.76	3,320.90	3,486.94	3,661.29	3,844.35	6,879.00	7,222.96	7,584.09	7,963.31	8,361.46
0622	40.5229	42.5490	44.6765	46.9103	49.2558	3,241.83	3,403.92	3,574.12	3,752.82	3,940.46	7,050.98	7,403.53	7,773.71	8,162.38	8,570.50
0623	41.5360	43.6128	45.7934	48.0831	50.4873	3,322.88	3,489.02	3,663.47	3,846.65	4,038.98	7,227.26	7,588.62	7,968.05	8,366.46	8,784.78
0624	42.5744	44.7031	46.9383	49.2852	51.7495	3,405.95	3,576.25	3,755.06	3,942.82	4,139.96	7,407.94	7,778.34	8,167.26	8,575.63	9,004.41
0625	43.6388	45.8207	48.1117	50.5173	53.0432	3,491.10	3,665.66	3,848.94	4,041.38	4,243.46	7,593.14	7,972.81	8,371.44	8,790.00	9,229.53
0626	44.7298	46.9663	49.3146	51.7803	54.3693	3,578.38	3,757.30	3,945.17	4,142.42	4,349.54	7,782.98	8,172.13	8,580.74	9,009.76	9,460.25
0627	45.8480	48.1404	50.5474	53.0748	55.7285	3,667.84	3,851.23	4,043.79	4,245.98	4,458.28	7,977.55	8,376.43	8,795.24	9,235.01	9,696.76

**EXHIBIT A**

**CITY OF MODESTO**

**SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 05-06**

**EFFECTIVE November 29, 2005**

**SCHEDULE - F**

**MANAGEMENT POLICE - REPRESENTED (MPMA)**

RANG	3.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	24.8505	26.0930	27.3977	28.7676	30.2060	1,988.04	2,087.44	2,191.82	2,301.41	2,416.48	4,323.99	4,540.18	4,767.21	5,005.57	5,255.84
0602	25.4718	26.7454	28.0827	29.4868	30.9611	2,037.74	2,139.63	2,246.62	2,358.94	2,476.89	4,432.08	4,653.70	4,886.40	5,130.69	5,387.24
0603	26.1086	27.4140	28.7847	30.2239	31.7351	2,088.69	2,193.12	2,302.78	2,417.91	2,538.81	4,542.90	4,770.04	5,008.55	5,258.95	5,521.91
0604	26.7613	28.0994	29.5044	30.9796	32.5286	2,140.90	2,247.95	2,360.35	2,478.37	2,602.29	4,656.46	4,889.29	5,133.76	5,390.45	5,659.98
0605	27.4303	28.8018	30.2419	31.7540	33.3417	2,194.42	2,304.14	2,419.35	2,540.32	2,667.34	4,772.86	5,011.50	5,262.09	5,525.20	5,801.46
0606	28.1161	29.5219	30.9980	32.5479	34.1753	2,249.29	2,361.75	2,479.84	2,603.83	2,734.02	4,892.21	5,136.81	5,393.65	5,663.33	5,946.49
0607	28.8190	30.2600	31.7730	33.3617	35.0298	2,305.52	2,420.80	2,541.84	2,668.94	2,802.38	5,014.51	5,265.24	5,528.50	5,804.94	6,095.18
0608	29.5395	31.0165	32.5673	34.1957	35.9055	2,363.16	2,481.32	2,605.38	2,735.66	2,872.44	5,139.87	5,396.87	5,666.70	5,950.06	6,247.56
0609	30.2780	31.7919	33.3815	35.0506	36.8031	2,422.24	2,543.35	2,670.52	2,804.05	2,944.25	5,268.37	5,531.79	5,808.38	6,098.81	6,403.74
0610	31.0350	32.5868	34.2161	35.9269	37.7232	2,482.80	2,606.94	2,737.29	2,874.15	3,017.86	5,400.09	5,670.09	5,953.61	6,251.28	6,563.85
0611	31.8109	33.4014	35.0715	36.8251	38.6664	2,544.87	2,672.11	2,805.72	2,946.01	3,093.31	5,535.09	5,811.84	6,102.44	6,407.57	6,727.95
0612	32.6062	34.2365	35.9483	37.7457	39.6330	2,608.50	2,738.92	2,875.86	3,019.66	3,170.64	5,673.49	5,957.15	6,255.00	6,567.76	6,896.14
0613	33.4214	35.0925	36.8471	38.6895	40.6240	2,673.71	2,807.40	2,947.77	3,095.16	3,249.92	5,815.32	6,106.10	6,411.40	6,731.97	7,068.58
0614	34.2569	35.9697	37.7682	39.6566	41.6394	2,740.55	2,877.58	3,021.46	3,172.53	3,331.15	5,960.70	6,258.74	6,571.68	6,900.25	7,245.25
0615	35.1133	36.8690	38.7125	40.6481	42.6805	2,809.06	2,949.52	3,097.00	3,251.85	3,414.44	6,109.71	6,415.21	6,735.98	7,072.77	7,426.41
0616	35.9911	37.7907	39.6802	41.6642	43.7474	2,879.29	3,023.26	3,174.42	3,333.14	3,499.79	6,262.46	6,575.59	6,904.36	7,249.58	7,612.04
0617	36.8909	38.7354	40.6722	42.7058	44.8411	2,951.27	3,098.83	3,253.78	3,416.46	3,587.29	6,419.01	6,739.96	7,076.97	7,430.80	7,802.36
0618	37.8132	39.7039	41.6891	43.7736	45.9623	3,025.06	3,176.31	3,335.13	3,501.89	3,676.98	6,579.51	6,908.47	7,253.91	7,616.61	7,997.43
0619	38.7585	40.6964	42.7312	44.8678	47.1112	3,100.68	3,255.71	3,418.50	3,589.42	3,768.90	6,743.98	7,081.17	7,435.24	7,806.99	8,197.36
0620	39.7275	41.7139	43.7996	45.9896	48.2891	3,178.20	3,337.11	3,503.97	3,679.17	3,863.13	6,912.59	7,258.21	7,621.13	8,002.19	8,402.31
0621	40.7207	42.7567	44.8945	47.1392	49.4962	3,257.66	3,420.54	3,591.56	3,771.14	3,959.70	7,085.41	7,439.67	7,811.64	8,202.23	8,612.35
0622	41.7387	43.8256	46.0169	48.3177	50.7336	3,339.10	3,506.05	3,681.35	3,865.42	4,058.69	7,262.54	7,625.66	8,006.94	8,407.29	8,827.65
0623	42.7822	44.9213	47.1674	49.5258	52.0021	3,422.58	3,593.70	3,773.39	3,962.06	4,160.17	7,444.11	7,816.30	8,207.12	8,617.48	9,048.37
0624	43.8518	46.0444	48.3466	50.7639	53.3021	3,508.14	3,683.55	3,867.73	4,061.11	4,264.17	7,630.20	8,011.72	8,412.31	8,832.91	9,274.57
0625	44.9481	47.1955	49.5553	52.0331	54.6348	3,595.85	3,775.64	3,964.42	4,162.65	4,370.78	7,820.97	8,212.02	8,622.61	9,053.76	9,506.45
0626	46.0718	48.3754	50.7942	53.3339	56.0006	3,685.74	3,870.03	4,063.54	4,266.71	4,480.05	8,016.48	8,417.32	8,838.20	9,280.09	9,744.11
0627	47.2236	49.5848	52.0640	54.6672	57.4006	3,777.89	3,966.78	4,165.12	4,373.38	4,592.05	8,216.91	8,627.75	9,059.14	9,512.10	9,987.71

**EXHIBIT B**

**CITY OF MODESTO**  
**SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 06-07**  
**EFFECTIVE November 28, 2006**

**SCHEDULE - F**  
**MANAGEMENT POLICE - REPRESENTED (MPMA)**

RANGE	3.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	25.5960	26.8758	28.2196	29.6306	31.1121	2,047.68	2,150.06	2,257.57	2,370.45	2,488.97	4,453.70	4,676.38	4,910.21	5,155.73	5,413.51
0602	26.2359	27.5477	28.9251	30.3714	31.8900	2,098.87	2,203.82	2,314.01	2,429.71	2,551.20	4,565.04	4,793.31	5,032.97	5,284.62	5,548.86
0603	26.8918	28.2364	29.6482	31.1306	32.6871	2,151.34	2,258.91	2,371.86	2,490.45	2,614.97	4,679.16	4,913.13	5,158.80	5,416.73	5,687.56
0604	27.5641	28.9423	30.3894	31.9089	33.5043	2,205.13	2,315.38	2,431.15	2,552.71	2,680.34	4,796.16	5,035.95	5,287.75	5,552.14	5,829.74
0605	28.2532	29.6659	31.1492	32.7067	34.3420	2,260.26	2,373.27	2,491.94	2,616.54	2,747.36	4,916.07	5,161.86	5,419.97	5,690.97	5,975.51
0606	28.9595	30.4075	31.9279	33.5243	35.2005	2,316.76	2,432.60	2,554.23	2,681.94	2,816.04	5,038.95	5,290.91	5,555.45	5,833.22	6,124.89
0607	29.6835	31.1677	32.7261	34.3624	36.0805	2,374.68	2,493.42	2,618.09	2,748.99	2,886.44	5,164.93	5,423.19	5,694.35	5,979.05	6,278.01
0608	30.4256	31.9469	33.5442	35.2214	36.9825	2,434.05	2,555.75	2,683.54	2,817.71	2,958.60	5,294.06	5,558.76	5,836.70	6,128.52	6,434.96
0609	31.1862	32.7455	34.3828	36.1019	37.9070	2,494.90	2,619.64	2,750.62	2,888.15	3,032.56	5,426.41	5,697.72	5,982.60	6,281.73	6,595.82
0610	31.9659	33.5642	35.2424	37.0045	38.8547	2,557.27	2,685.14	2,819.39	2,960.36	3,108.38	5,562.06	5,840.18	6,132.17	6,438.78	6,760.73
0611	32.7650	34.4033	36.1235	37.9297	39.8262	2,621.20	2,752.26	2,889.88	3,034.38	3,186.10	5,701.11	5,986.17	6,285.49	6,599.78	6,929.77
0612	33.5841	35.2633	37.0265	38.8778	40.8217	2,686.73	2,821.06	2,962.12	3,110.22	3,265.74	5,843.64	6,135.81	6,442.61	6,764.73	7,102.98
0613	34.4237	36.1449	37.9521	39.8497	41.8422	2,753.90	2,891.59	3,036.17	3,187.98	3,347.38	5,989.73	6,289.21	6,603.67	6,933.86	7,280.55
0614	35.2843	37.0485	38.9009	40.8459	42.8882	2,822.74	2,963.88	3,112.07	3,267.67	3,431.06	6,139.46	6,446.44	6,768.75	7,107.18	7,462.56
0615	36.1664	37.9747	39.8734	41.8671	43.9605	2,893.31	3,037.98	3,189.87	3,349.37	3,516.84	6,292.95	6,607.61	6,937.97	7,284.88	7,649.13
0616	37.0706	38.9241	40.8703	42.9138	45.0595	2,965.65	3,113.93	3,269.62	3,433.10	3,604.76	6,450.29	6,772.80	7,111.42	7,466.99	7,840.35
0617	37.9974	39.8973	41.8922	43.9868	46.1861	3,039.79	3,191.78	3,351.38	3,518.94	3,694.89	6,611.54	6,942.12	7,289.25	7,653.69	8,036.39
0618	38.9473	40.8947	42.9394	45.0864	47.3407	3,115.78	3,271.58	3,435.15	3,606.91	3,787.26	6,776.82	7,115.69	7,471.45	7,845.03	8,237.29
0619	39.9210	41.9171	44.0130	46.2137	48.5244	3,193.68	3,353.37	3,521.04	3,697.10	3,881.95	6,946.25	7,293.58	7,658.26	8,041.19	8,443.24
0620	40.9190	42.9650	45.1133	47.3690	49.7375	3,273.52	3,437.20	3,609.06	3,789.52	3,979.00	7,119.91	7,475.91	7,849.71	8,242.21	8,654.33
0621	41.9420	44.0391	46.2411	48.5532	50.9809	3,355.36	3,523.13	3,699.29	3,884.26	4,078.47	7,297.91	7,662.81	8,045.96	8,448.27	8,870.67
0622	42.9906	45.1401	47.3971	49.7670	52.2554	3,439.25	3,611.21	3,791.77	3,981.36	4,180.43	7,480.37	7,854.38	8,247.10	8,659.46	9,092.44
0623	44.0654	46.2687	48.5821	51.0112	53.5618	3,525.23	3,701.50	3,886.57	4,080.90	4,284.94	7,667.38	8,050.76	8,453.29	8,875.96	9,319.74
0624	45.1670	47.4254	49.7967	52.2865	54.9008	3,613.36	3,794.03	3,983.74	4,182.92	4,392.06	7,859.06	8,252.02	8,664.63	9,097.85	9,552.73
0625	46.2962	48.6110	51.0416	53.5937	56.2734	3,703.70	3,888.88	4,083.33	4,287.50	4,501.87	8,055.55	8,458.31	8,881.24	9,325.31	9,791.57
0626	47.4536	49.8263	52.3176	54.9335	57.6802	3,796.29	3,986.10	4,185.41	4,394.68	4,614.42	8,256.93	8,669.77	9,103.27	9,558.43	10,036.36
0627	48.6399	51.0719	53.6255	56.3068	59.1221	3,891.19	4,085.75	4,290.04	4,504.54	4,729.77	8,463.34	8,886.51	9,330.84	9,797.37	10,287.25

**EXHIBIT C**

**CITY OF MODESTO**  
**SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 07-08**  
**EFFECTIVE June 26, 2007**

**SCHEDULE - F**  
**MANAGEMENT POLICE - REPRESENTED (MPMA)**

RANGE	4.50% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	26.7478	28.0852	29.4895	30.9640	32.5122	2,139.82	2,246.82	2,359.16	2,477.12	2,600.98	4,654.11	4,886.83	5,131.17	5,387.74	5,657.13
0602	27.4165	28.7873	30.2267	31.7380	33.3249	2,193.32	2,302.98	2,418.14	2,539.04	2,665.99	4,770.47	5,008.98	5,259.45	5,522.41	5,798.53
0603	28.1019	29.5070	30.9824	32.5315	34.1581	2,248.15	2,360.56	2,478.59	2,602.52	2,732.65	4,889.73	5,134.22	5,390.93	5,660.48	5,943.51
0604	28.8044	30.2446	31.7568	33.3446	35.0118	2,304.35	2,419.57	2,540.54	2,667.57	2,800.94	5,011.96	5,262.56	5,525.67	5,801.96	6,092.04
0605	29.5245	31.0007	32.5507	34.1782	35.8871	2,361.96	2,480.06	2,604.06	2,734.26	2,870.97	5,137.26	5,394.13	5,663.83	5,947.02	6,244.36
0606	30.2626	31.7757	33.3645	35.0327	36.7843	2,421.01	2,542.06	2,669.16	2,802.62	2,942.74	5,265.70	5,528.98	5,805.42	6,095.70	6,400.46
0607	31.0192	32.5702	34.1987	35.9086	37.7040	2,481.54	2,605.62	2,735.90	2,872.69	3,016.32	5,397.35	5,667.22	5,950.58	6,248.10	6,560.50
0608	31.7947	33.3844	35.0536	36.8063	38.6466	2,543.58	2,670.75	2,804.29	2,944.50	3,091.73	5,532.29	5,808.88	6,099.33	6,404.29	6,724.51
0609	32.5896	34.2191	35.9301	37.7266	39.6129	2,607.17	2,737.53	2,874.41	3,018.13	3,169.03	5,670.59	5,954.13	6,251.84	6,564.43	6,892.64
0610	33.4043	35.0745	36.8282	38.6696	40.6031	2,672.34	2,805.96	2,946.26	3,093.57	3,248.25	5,812.34	6,102.96	6,408.12	6,728.51	7,064.94
0611	34.2394	35.9514	37.7490	39.6365	41.6183	2,739.15	2,876.11	3,019.92	3,170.92	3,329.46	5,957.65	6,255.54	6,568.33	6,896.75	7,241.58
0612	35.0954	36.8502	38.6927	40.6273	42.6587	2,807.63	2,948.02	3,095.42	3,250.18	3,412.70	6,106.60	6,411.94	6,732.54	7,069.14	7,422.62
0613	35.9728	37.7714	39.6600	41.6430	43.7252	2,877.82	3,021.71	3,172.80	3,331.44	3,498.02	6,259.26	6,572.22	6,900.84	7,245.88	7,608.19
0614	36.8721	38.7157	40.6515	42.6841	44.8183	2,949.77	3,097.26	3,252.12	3,414.73	3,585.46	6,415.75	6,736.54	7,073.36	7,427.04	7,798.38
0615	37.7939	39.6836	41.6678	43.7512	45.9388	3,023.51	3,174.69	3,333.42	3,500.10	3,675.10	6,576.13	6,904.95	7,250.19	7,612.72	7,993.34
0616	38.7387	40.6756	42.7094	44.8449	47.0871	3,099.10	3,254.05	3,416.75	3,587.59	3,766.97	6,740.54	7,077.56	7,431.43	7,803.01	8,193.16
0617	39.7072	41.6926	43.7772	45.9661	48.2644	3,176.58	3,335.41	3,502.18	3,677.29	3,861.15	6,909.06	7,254.52	7,617.24	7,998.11	8,398.00
0618	40.6999	42.7349	44.8716	47.1152	49.4710	3,255.99	3,418.79	3,589.73	3,769.22	3,957.68	7,081.78	7,435.87	7,807.66	8,198.05	8,607.95
0619	41.7174	43.8033	45.9935	48.2932	50.7079	3,337.39	3,504.26	3,679.48	3,863.46	4,056.63	7,258.82	7,621.77	8,002.87	8,403.03	8,823.17
0620	42.7603	44.8983	47.1432	49.5004	51.9754	3,420.82	3,591.86	3,771.46	3,960.03	4,158.03	7,440.28	7,812.30	8,202.93	8,613.07	9,043.72
0621	43.8293	46.0208	48.3218	50.7379	53.2748	3,506.34	3,681.66	3,865.74	4,059.03	4,261.98	7,626.29	8,007.61	8,407.98	8,828.39	9,269.81
0622	44.9250	47.1713	49.5299	52.0064	54.6067	3,594.00	3,773.70	3,962.39	4,160.51	4,368.54	7,816.95	8,207.80	8,618.20	9,049.11	9,501.57
0623	46.0481	48.3505	50.7680	53.3064	55.9717	3,683.85	3,868.04	4,061.44	4,264.51	4,477.74	8,012.37	8,412.99	8,833.63	9,275.31	9,739.08
0624	47.1993	49.5593	52.0373	54.6392	57.3712	3,775.94	3,964.74	4,162.98	4,371.14	4,589.70	8,212.67	8,623.31	9,054.48	9,507.23	9,982.60
0625	48.3793	50.7983	53.3382	56.0051	58.8054	3,870.34	4,063.86	4,267.06	4,480.41	4,704.43	8,417.99	8,838.90	9,280.86	9,744.89	10,232.14
0626	49.5888	52.0682	54.6716	57.4052	60.2755	3,967.10	4,165.46	4,373.73	4,592.42	4,822.04	8,628.44	9,059.88	9,512.86	9,988.51	10,487.94
0627	50.8285	53.3699	56.0384	58.8403	61.7823	4,066.28	4,269.59	4,483.07	4,707.22	4,942.58	8,844.16	9,286.36	9,750.68	10,238.20	10,750.11

**EXHIBIT D**

**CITY OF MODESTO**  
**SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09**  
**EFFECTIVE June 24, 2008**

SCHEDULE - F  
MANAGEMENT POLICE - REPRESENTED (MPMA)

RANGE	5.50% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0601	28.2189	29.6298	31.1113	32.6669	34.3002	2,257.51	2,370.38	2,488.90	2,613.35	2,744.02	4,910.08	5,155.58	5,413.36	5,684.04	5,968.24
0602	28.9244	30.3706	31.8891	33.4836	35.1578	2,313.95	2,429.65	2,551.13	2,678.69	2,812.62	5,032.84	5,284.49	5,548.71	5,826.15	6,117.45
0603	29.6475	31.1299	32.6864	34.3207	36.0367	2,371.80	2,490.39	2,614.91	2,745.66	2,882.94	5,158.67	5,416.60	5,687.43	5,971.81	6,270.39
0604	30.3887	31.9081	33.5035	35.1787	36.9376	2,431.10	2,552.65	2,680.28	2,814.30	2,955.01	5,287.64	5,552.01	5,829.61	6,121.10	6,427.15
0605	31.1484	32.7058	34.3411	36.0582	37.8611	2,491.87	2,616.46	2,747.29	2,884.66	3,028.89	5,419.82	5,690.80	5,975.36	6,274.14	6,587.84
0606	31.9271	33.5235	35.1997	36.9597	38.8077	2,554.17	2,681.88	2,815.98	2,956.78	3,104.62	5,555.32	5,833.09	6,124.76	6,431.00	6,752.55
0607	32.7253	34.3616	36.0797	37.8837	39.7779	2,618.02	2,748.93	2,886.38	3,030.70	3,182.23	5,694.19	5,978.92	6,277.88	6,591.77	6,921.35
0608	33.5434	35.2206	36.9816	38.8307	40.7722	2,683.47	2,817.65	2,958.53	3,106.46	3,261.78	5,836.55	6,128.39	6,434.80	6,756.55	7,094.37
0609	34.3820	36.1011	37.9062	39.8015	41.7916	2,750.56	2,888.09	3,032.50	3,184.12	3,343.33	5,982.47	6,281.60	6,595.69	6,925.46	7,271.74
0610	35.2416	37.0037	38.8539	40.7966	42.8364	2,819.33	2,960.30	3,108.31	3,263.73	3,426.91	6,132.04	6,438.65	6,760.57	7,098.61	7,453.53
0611	36.1226	37.9287	39.8251	41.8164	43.9072	2,889.81	3,034.30	3,186.01	3,345.31	3,512.58	6,285.34	6,599.60	6,929.57	7,276.05	7,639.86
0612	37.0257	38.8770	40.8209	42.8619	45.0050	2,962.06	3,110.16	3,265.67	3,428.95	3,600.40	6,442.48	6,764.60	7,102.83	7,457.97	7,830.87
0613	37.9513	39.8489	41.8413	43.9334	46.1301	3,036.10	3,187.91	3,347.30	3,514.67	3,690.41	6,603.52	6,933.70	7,280.38	7,644.41	8,026.64
0614	38.9001	40.8451	42.8874	45.0318	47.2834	3,112.01	3,267.61	3,430.99	3,602.54	3,782.67	6,768.62	7,107.05	7,462.40	7,835.52	8,227.31
0615	39.8726	41.8662	43.9595	46.1575	48.4654	3,189.81	3,349.30	3,516.76	3,692.60	3,877.23	6,937.84	7,284.73	7,648.95	8,031.41	8,432.98
0616	40.8694	42.9129	45.0585	47.3114	49.6770	3,269.55	3,433.03	3,604.68	3,784.91	3,974.16	7,111.27	7,466.84	7,840.18	8,232.18	8,643.80
0617	41.8911	43.9857	46.1850	48.4943	50.9190	3,351.29	3,518.86	3,694.80	3,879.54	4,073.52	7,289.06	7,653.52	8,036.19	8,438.00	8,859.91
0618	42.9384	45.0853	47.3396	49.7066	52.1919	3,435.07	3,606.82	3,787.17	3,976.53	4,175.35	7,471.28	7,844.83	8,237.09	8,648.95	9,081.39
0619	44.0119	46.2125	48.5231	50.9493	53.4968	3,520.95	3,697.00	3,881.85	4,075.94	4,279.74	7,658.07	8,040.98	8,443.02	8,865.17	9,308.43
0620	45.1122	47.3678	49.7362	52.2230	54.8342	3,608.98	3,789.42	3,978.90	4,177.84	4,386.74	7,849.53	8,241.99	8,654.11	9,086.80	9,541.16
0621	46.2400	48.5520	50.9796	53.5286	56.2050	3,699.20	3,884.16	4,078.37	4,282.29	4,496.40	8,045.76	8,448.05	8,870.45	9,313.98	9,779.67
0622	47.3960	49.7658	52.2541	54.8668	57.6101	3,791.68	3,981.26	4,180.33	4,389.34	4,608.81	8,246.90	8,659.24	9,092.22	9,546.81	10,024.16
0623	48.5809	51.0099	53.5604	56.2384	59.0503	3,886.47	4,080.79	4,284.83	4,499.07	4,724.02	8,453.07	8,875.72	9,319.51	9,785.48	10,274.74
0624	49.7954	52.2852	54.8995	57.6445	60.5267	3,983.63	4,182.82	4,391.96	4,611.56	4,842.14	8,664.40	9,097.63	9,552.51	10,030.14	10,531.65
0625	51.0403	53.5923	56.2719	59.0855	62.0398	4,083.22	4,287.38	4,501.75	4,726.84	4,963.18	8,881.00	9,325.05	9,791.31	10,280.88	10,794.92
0626	52.3163	54.9321	57.6787	60.5626	63.5907	4,185.30	4,394.57	4,614.30	4,845.01	5,087.26	9,103.03	9,558.19	10,036.10	10,537.90	11,064.79
0627	53.6242	56.3054	59.1207	62.0767	65.1805	4,289.94	4,504.43	4,729.66	4,966.14	5,214.44	9,330.62	9,797.14	10,287.01	10,801.35	11,341.41

**EXHIBIT E**