

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

**Effective
June 22, 2010
Through
September 10, 2012**

Table of Contents

PREAMBLE	1
ARTICLE 1. TERM AND REOPENER	1
ARTICLE 2. CITY MANAGEMENT RIGHTS	1
ARTICLE 3. REPRESENTATION	2
ARTICLE 4. RENEGOTIATIONS.....	2
ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS	2
ARTICLE 6. PERFORMANCE EVALUATION.....	5
ARTICLE 7. PAY PERIOD DEFINITION.....	5
ARTICLE 8. WORKWEEK DEFINITION.....	5
ARTICLE 9. STANDARD TOUR OF DUTY	5
ARTICLE 10. LEAVE USAGE AND ACCRUALS.....	6
ARTICLE 11. REST PERIODS	6
ARTICLE 12. OVERTIME	6
ARTICLE 13. STANDBY.....	7
ARTICLE 14. FATIGUED EMPLOYEES	8
ARTICLE 15. CALL BACK	8
ARTICLE 16. COURT OVERTIME.....	9
ARTICLE 17. APPROVED WORK SCHEDULES.....	10
ARTICLE 18. JOB SHARING	11
ARTICLE 19. SHIFT BIDDING & SPECIAL ASSIGNMENTS	11
ARTICLE 20. LICENSES, CERTIFICATES	14
ARTICLE 21. SPECIALTY PAY	14
ARTICLE 22. ACTING PAY	15
ARTICLE 23. UNIFORM ALLOWANCES.....	16
ARTICLE 24. VACATION	17
ARTICLE 25. HOLIDAYS	19
ARTICLE 26. SICK LEAVE	20
ARTICLE 27. CATASTROPHIC LEAVE.....	23
ARTICLE 28. BEREAVEMENT LEAVE.....	24
ARTICLE 29. LEAVES OF ABSENCE	24
ARTICLE 30. RETIREMENT.....	32
ARTICLE 31. DEFERRED COMPENSATION	32
ARTICLE 32. HEALTH, DENTAL, VISION INSURANCE.....	32
ARTICLE 33. RETIREE HEALTH INSURANCE.....	34
ARTICLE 34. EMPLOYEE ASSISTANCE PLAN	37
ARTICLE 35. LONG-TERM DISABILITY INSURANCE	37
ARTICLE 36. LIFE INSURANCE	38
ARTICLE 37. PROBATION	38
ARTICLE 38. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE	38
ARTICLE 39. GRIEVANCE PROCEDURE.....	40
ARTICLE 40. DISCIPLINARY ACTIONS.....	42
ARTICLE 41. DISCIPLINARY APPEALS.....	44
ARTICLE 42. TIME BANK.....	46
ARTICLE 43. COMMUTER BUS PASSES.....	46
ARTICLE 44. EMPLOYEE PARKING.....	46

ARTICLE 45.	OUTSIDE EMPLOYMENT	47
ARTICLE 46.	CITY'S EEO PLAN	47
ARTICLE 47.	AGENCY SHOP AND MAINTENANCE OF ASSOCIATION MEMBERSHIP.....	47
ARTICLE 48.	PROVISIONS OF LAW.....	49
ARTICLE 49.	JOB ACTIONS	50
ARTICLE 50.	FULL UNDERSTANDING MODIFICATION AND WAIVER	50
ARTICLE 51.	APPROVAL	51
EXHIBIT 1	CLASSIFICATIONS AND SALARY RANGES.....	52
EXHIBIT 2	SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 10- 11 AND FY 11-12	53
APPENDIX A	FOUR-ELEVEN (4/11) WORK SCHEDULE.....	55
APPENDIX B	MODIFIED FOUR-TEN (4/10) WORK SCHEDULE	55
APPENDIX C	NINE-EIGHTY (9/80) WORK SCHEDULE	56
APPENDIX D	SIX-THREE (6/3) WORK SCHEDULE	56

PREAMBLE

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

ARTICLE 1. TERM AND REOPENER

- (A) The term of this Memorandum of Understanding (MOU) shall commence on June 22, 2010, and shall expire and otherwise be fully terminated at midnight, September 10, 2012.
- (B) Re-opener
 - (1) Concession Bargaining: During the term of this contract the parties agree to meet and discuss each year on further concessions, if deemed necessary by the City.
 - (2) Pension Reform: The parties agree to begin meeting and conferring through impasse and implementation process on pension reform not later than August 2, 2010.
 - (3) Sick Leave and Retiree Medical Conversion Program Restructuring: The parties agree to begin meeting and discussing no later than August 2, 2010 on the sick leave and retiree medical conversion program.

ARTICLE 2. CITY MANAGEMENT RIGHTS

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

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

ARTICLE 3. REPRESENTATION

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

- Fire Prevention Inspector I
- Fire Prevention Inspector II
- Police Animal Control Officer I
- Police Animal Control Officer II
- Police Clerk I
- Police Clerk II
- Police Community Service Officer I
- Police Community Service Officer II
- Police Crime and Intelligence Analyst I
- Police Crime and Intelligence Analyst II
- Police Evidence and Property Technician I
- Police Evidence and Property Technician II
- Police Identification Technician I
- Police Identification Technician II
- Police Officer Recruit
- Police Technician
- Senior Fire Prevention Inspector

ARTICLE 4. RENEGOTIATIONS

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

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

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

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

The base salary ranges and rates shown in **Exhibit 1** (Salary Ranges and Rates) shall be applicable on the dates indicated for classifications in this Unit for the period commencing

June 22, 2010, as provided in **Exhibit 2** (Schedule of Salary Ranges).

Classification Titles and Ranges may be amended from time to time by Resolution adopted by the City Council.

- (A) For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in **Exhibit 1**. Base salary rate shall mean the hourly rate of pay established pursuant to the Step placement within the base salary range as provided in this Memorandum.

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

- (B) Each salary range shall consist of five (5) Steps, A through E. Progression through the steps shall be based upon both length of service and job performance.
 - (1) Step A will normally be paid upon initial employment. The initial salary may be set at a higher Step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at higher than Step A may be considered for their first Step increase after thirteen (13) pay periods.
 - (2) Step B shall be paid upon completion of thirteen (13) pay periods with an overall "meets" performance evaluation.
 - (3) Step C through Step E shall be paid upon completion of twenty-six (26) pay periods with an overall "meets" performance evaluation at each Step.
 - (4) Accelerated Step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.
 - (5) When a Step increase is denied, there shall be another performance evaluation of the employee in thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.
 - (6) Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, an employee's Step may be reduced to a lower Step. There is no right of appeal due to the lowering of Steps, but the reasons for reduction shall be given in writing to the employee.
 - (7) All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

MANDATORY FURLOUGHS.

For fiscal year 2010-2011 and fiscal year 2011-2012, each bargaining unit member shall take ninety-six (96) hours of mandatory furloughs per fiscal year for a total of one hundred ninety-two (192) hours during the term of this MOU as provided below:

- (A) For the pay period beginning July 20, 2010 through pay period ending May 21, 2012, each member shall have four (4) unpaid furlough hours deducted from his/her paycheck. This translates to four (4) hours per pay period and is calculated by dividing one hundred ninety-two (192) hours by forty-eight (48) pay periods.
- (B) Effective pay period beginning June 22, 2010, the City shall create for each member a furlough bank of ninety-six (96) hours for fiscal year 2010-2011. Between July 20, 2010 through pay period ending June 20, 2011, the Department Director or designated representative shall ensure that all members exhaust all ninety-six (96) hours in the furlough bank per year in a manner that does not result in an increase in overtime cost, where applicable, due to the vacancy left by the furloughed employee. If an employee has not used all furlough hours by June 20, 2011, the Department Director shall schedule the unused furlough hours in order to ensure that each member will exhaust all ninety-six (96) hours in his or her furlough bank by December 31, 2011.
- (C) Effective pay period beginning June 21, 2011, the City shall create for each member a furlough bank of ninety-six (96) hours for fiscal year 2011-2012. Between June 21, 2011 through pay period ending June 16, 2012, the Department Director or designated representative shall ensure that all members exhaust all ninety-six (96) hours in the furlough bank per year in a manner that does not result in an increase in overtime cost, where applicable, due to the vacancy left by the furloughed employee. If an employee has not used all furlough hours by June 16, 2012, the Department Director shall schedule the unused furlough hours in order to ensure that each member will exhaust all ninety-six (96) hours in his or her furlough bank by December 31, 2012.
- (D) The parties agree that the City has the sole discretion to assign overtime and that the City shall not allow members of this bargaining unit to require the City to backfill with overtime to cover furlough hours in order to avoid actual reduction of pay by any employee.
- (E) The parties agree that the use of accrued furlough time (Code 400) shall be considered as hours paid (time worked) for the purpose of computing overtime.

The parties agree that for represented employees regularly assigned to Fire Prevention, two (2) furlough days shall be non-fixed so that employees can schedule them in the same manner as vacation is scheduled. The remaining ten (10) days shall be scheduled as fixed closures. Those dates will be July 2, September 3, November 22, 23, 24, December 27, 28, 29, 30, 2010 and February 14 2011. The corresponding dates for fiscal year 2011-2012 shall be determined once the 2011-2012 holiday schedule is available. City Hall (Tenth Street Place) and most other locations shall be closed on those dates. However, other critical operations shall

provide minimum staffing needed to maintain basic health and safety services to citizens. Other services may staff with call back or standby.

- (F) An employee who separates from City service and has not contributed the salary reduction equivalent to furlough bank hours taken shall authorize the City to reduce the employee's final check by the amount needed to cover the unpaid furlough bank hours.

ARTICLE 6. PERFORMANCE EVALUATION

- (A) The City and MPNSA agree to use the "Performance Management Guidelines" as the recognized evaluation process. There shall be periodic performance evaluations of all employees, which shall be discussed with the employee and made a matter of record. If the evaluation shows an employee's work to be below standard, the supervisor shall take appropriate steps to encourage improvement and may set a definite period of time in which improvement is expected. Failure to achieve satisfactory improvement may be just cause for demotion, reduction in pay or dismissal.
- (B) There shall be a Performance Evaluation Review Committee, composed of City and MPNSA representatives, which will meet as needed to review the performance evaluation system.
- (C) The specific procedures of the performance evaluation system shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 7. PAY PERIOD DEFINITION

A pay period is defined as the fourteen (14) calendars day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first pay period under this Memorandum shall commence at 12:01 a.m., on Tuesday, the day this Memorandum became effective.

ARTICLE 8. WORKWEEK DEFINITION

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

ARTICLE 9. STANDARD TOUR OF DUTY

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

The Department Director shall establish the times a standard tour of duty begins and ends and the actual number of hours, which comprises the standard tour of duty for each

position. If the City needs require it, employees will be offered, on a voluntary basis, staggered work hours and/or days. If no employees volunteer for such staggered work hours and/or days, employees may be assigned work outside their Standard Tour of Duty by inverse order of seniority, not to exceed one (1) work shift.

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

ARTICLE 10. LEAVE USAGE AND ACCRUALS

All leave accrual, including overtime, shall be recorded on a minute-for-minute basis. All leave usage, including overtime, shall be recorded and used on a minute-for-minute basis.

ARTICLE 11. REST PERIODS

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

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

ARTICLE 12. OVERTIME

- (A) Policy: It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The City has the right to require each employee to work overtime as necessary. To the extent possible and at the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department. Supervisors will not authorize an employee for overtime during the time when he/she is on a disciplinary suspension without pay.

- (B) Definition: Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.
- (C) Overtime Compensation: Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half.

Each employee hired before September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred and sixty (160) hours. Each employee hired on or after September 27, 2005 will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred (100) hours.

Employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours. Employees shall make this request to the Payroll Division of Finance at least fourteen (14) calendar days prior to payout. Compensating time off may be taken at the request of the employee and with the approval of the Department Director or designee. Compensating time off will be taken in straight time hours.

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

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

ARTICLE 13. STANDBY

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

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

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

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

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

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

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

ARTICLE 14. FATIGUED EMPLOYEES

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

ARTICLE 15. CALL BACK

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

- (A) The following incidents are not considered call-back and are compensated on a time and one-half basis:
- (1) Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;
 - (2) Overtime associated with assigned Standby as described in Article 13;
 - (3) Overtime which occurs as an extension of an employee's regular workday;

- (4) When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of his/her regular work shift.
- (B) When on call-back, an employee receives the following compensation:
- (1) Three (3) hours of straight time per call-back occurrence;
 - (2) In addition to the three (3) hours of straight time, an employee also receives time and one-half for actual time worked in excess of eighty (80) minutes (beginning when the employee departs for his/her duty assignment).

ARTICLE 16. COURT OVERTIME

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

- (2) On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day or vacation day must be approved prior to the date that a subpoena is received.
- (3) Employees who schedule leave utilizing vacation, holiday or compensatory time off for the same day that the employee previously was subpoenaed for a court appearance, shall be compensated as if the employee was not on vacation, but working the employee's regularly assigned shift in accordance with this Article.
- (D) Employees who have been subpoenaed for a court appearance shall be required to verify that their presence is still needed by checking the calendar posted in the department at the end of their duty day the day before the scheduled appearance and by calling the recorder in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This shall be an uncompensated call. If the scheduled appearance falls during an employee's weekend, the employee shall be required to check the posted calendar at the end of the employee's last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.
- (E) Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay shall be paid at the straight time rate of pay for hours worked.
- (F) Retirees who have received a subpoena through the course and scope of their employment are required to telephone the Court Liaison Officer prior to the court date to inquire whether the retiree must appear. A minimum of one (1) hour at the straight time pay rate shall be paid for this inquiry. An additional one (1) hour at the straight time pay rate shall be paid if the retiree is required to call back. The Police Chief shall establish a time that retirees must call the Court Liaison Officer. This compensation shall only be paid if the retiree is not required to appear in court. Retirees who are required to appear in court through the course and scope of their employment shall be paid a minimum of four (4) hours at the straight time pay rate for appearances before 12:00 PM. An additional minimum of four (4) hours at the straight time pay rate shall be paid for appearances after 1:00 PM.

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

ARTICLE 17. APPROVED WORK SCHEDULES

Current negotiated schedules include 5/2, 4/10, 9/80, 6/3, and modified 4/10. Police Community Service Officers within the Patrol Division and Police Animal Control Officers shall be assigned to the 4/11 work schedule.

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

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

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

ARTICLE 18. JOB SHARING

The City will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided the combined total scheduled hours do not exceed more than eighty (80) hours per pay period.

An employee who works less than forty (40) hours per pay period shall not be eligible to receive any benefits for which the City pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half (1/2) of the City's contribution towards insurance premiums, as well as their own, if any; provided, however, that one (1) employee may elect to waive coverage under the insurance program allowing the other employee to receive the full City contribution. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total eighty (80)-hour pay period.

Each employee shall be notified in writing by the Department Director at the time of appointment to a job share position. The notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the Department Director with a minimum of one-week (1) notice for scheduled changes. In the event one (1) employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.

ARTICLE 19. SHIFT BIDDING & SPECIAL ASSIGNMENTS

(A) Squad and Shift Bidding for Patrol:

- (1) Police Community Service Officers assigned to general police field duties within the Operations Division may bid for squad and shift assignments based on seniority. Shift assignments are four (4) consecutive calendar months. Seniority shall be by Badge number.
- (2) Subject to the remaining provisions of this paragraph, CSOs assigned to the Operations Division may submit squad and shift bids during the months of November, March and July for the following four-month (4 month) period.

- (3) Following six (6) consecutive assignments to the same shift, a CSO shall rotate off that shift by bidding for another shift assignment.
- (4) Each employee's bid will contain the following information:
 - (a) Name
 - (b) Badge Number
 - (c) Notation of assignment to any specialized units
 - (d) First choice of shift
 - (e) Second choice of shift
 - (f) Third choice of shift
 - (g) First choice squad
- (5) The Department must post a seniority list of employees no later than November 1st, March 1st and July 1st. Any objections to the posted seniority list shall be reported to the Operations Division Commander within ten (10) calendar days of the posting.
- (6) All CSOs who have not successfully completed their initial probationary period prior to the posting of the seniority list may be exempted from the shift bidding process at the discretion of the Operations Division Commander.

(B) Squad and Shift Bidding for Records:

- (1) Police Clerks assigned to Records Division may bid for squad and shift assignments based on seniority. Seniority shall be by date of hire.
- (2) Subject to the remaining provisions of this paragraph, Police Clerks assigned to Records may submit squad and shift bids upon request in anticipation of reassignments. All records reassignments will be based on the shift bids during the months of December and June for the following six-month (6 month) period.
- (3) Each employee's bid will contain the following information:
 - (a) Name
 - (b) Date of Hire
 - (c) Notation of prior assignment to any specialized units
 - (d) First choice of shift
 - (e) Second choice of shift
 - (f) Third choice of shift
 - (g) First choice of squad
- (4) The Department must post a seniority list of employees each time a seniority bid occurs no later than December 1st, and June 1st. Any objections to the posted seniority list shall be reported to the Records Lieutenant within ten (10) calendar days of the posting.

- (5) All Records Clerks who have not successfully completed their initial probationary period prior to the posting of the seniority list may be exempted from the shift bidding process at the discretion of the Records Lieutenant.

(C) Special Assignments:

- (1) There shall be a five (5) consecutive year limit to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties as a Police Community Service Officer or from Records as a Police Clerk. Absent exceptional circumstances, employees who have completed five (5) consecutive years in special assignments must perform at least twelve (12) months of regular patrol duty or duty in Records before being assigned to another special assignment.
- (2) In the event an employee has fulfilled the maximum term limit and must vacate a special assignment and the department has not received any interest from a qualified applicant, the incumbent may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from a qualified applicant during the one (1) year extension, the incumbent must vacate the special assignment at the end of the one (1) year extension in order to fill the position with an applicant. The one (1) year extension may be repeated if the preceding conditions persist.
- (3) Special assignments and terms are set forth in General Order 2.14, Specialized and Collateral Assignments.
- (4) At the effective date of this provision, any employee who already occupies a special assignment shall have their total consecutive special assignment time served to date counted towards their maximum allowable limits.
- (5) Notwithstanding this special assignment provision, the Chief of Police ultimately has the discretion to determine the length and terms of any assignment based on the needs of the department.

(D) Management Rights:

- (1) Nothing contained herein shall limit the discretion of the employer to determine the number of employees to be assigned to each area, shift, Bureau, Division, Unit or specialized position, or the discretion of the employer to assign and transfer employees to meet the operating requirements of the Department, including temporary hardship needs of an employee.
- (2) The bid system shall not supersede Management Rights as stated in Article 2 of this Memorandum, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.

- (3) The Department Director is the final authority in assigning personnel and such decisions shall not be subject to the grievance procedure, arbitration or considered as discipline.
- (4) All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 20. LICENSES, CERTIFICATES

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

ARTICLE 21. SPECIALTY PAY

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

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

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

No shift differential shall be paid to an employee working an overtime shift where the employee is receiving time and one half pay. An employee who works overtime on a short week at straight time shall receive the differential.

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

- (B) Police Clerk Training Pay: Police Clerks in Records directed to train another Police Clerk shall receive five (5%) percent assignment pay for all hours worked as a trainer.
- (C) CSO – ID Unit Pay: Community Service Officers assigned to the ID Unit shall receive an additional five (5%) percent in compensation.
- (D) CSO Field Training Officer Pay: Community Service Officers assigned as a Field Training Officer shall receive five (5%) percent assignment pay for all hours worked as a Field Training Officer.
- (E) Bilingual Pay: Each Department Director shall, on an annual basis, determine the number of bilingual employees that are needed for oral translation purposes within their department. For purposes of this Article, bilingual is defined as Spanish, Southeast

Asian language(s) common to this area, sign language or other languages deemed desirable by the Department Director.

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

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

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

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

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

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

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

ARTICLE 22. ACTING PAY

- (A) Acting Pay: Employees directed to work continuously in a vacant higher-level regular position shall, subject to the other provisions of this paragraph, receive a salary rate increase to the higher level for the time actually worked in excess of one hundred sixty (160) hours. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to resignation, retirement or termination or due to the incumbent being on an extended

leave of absence. Requests for higher compensation must be approved by the Director of Human Resources. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher-level position.

- (B) Out-of Class Pay: Employees may request out-of-class pay. After review with the Department Director, the Director of Human Resources may authorize additional compensation up to ten (10%) percent pay differential for an employee working above their class, provided that the employee has been directed to perform significant assignments from a higher classification, or to perform higher duties and responsibilities, on a continuous basis in excess of one hundred twenty (120) consecutive hours. The decision of the Director of Human Resources to approve or disapprove such requests is final and binding and not subject to the Grievance Procedure.
- (C) Duration of Assignment: Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Director of Human Resources. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One (1) additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager.

ARTICLE 23. UNIFORM ALLOWANCES

- (A) Police: All Police Department employees who are required to wear uniforms shall do so in accordance with the Police Department's uniform and equipment regulation and receive uniform allowance as follows:
 - (1) Police Community Service Officers, Police Animal Control Officers and Police Identification Technicians shall receive a uniform allowance of ninety-one dollars and sixty-six cents (\$91.66) per month paid on the last paycheck of the month.
 - (2) Police Evidence and Property Technicians shall receive a uniform allowance of seventy-eight dollars (\$78) per month paid on the last paycheck of the month.
 - (3) Police Clerks shall receive a uniform allowance of sixty-five dollars (\$65) per month paid on the last paycheck of the month.
- (B) Fire: All Fire Department employees who are required to wear uniforms shall do so in accordance with the Fire Department Rules and Regulations and receive a uniform allowance as follows:

Deputy Fire Marshal and Fire Prevention Technicians I and II shall receive a uniform allowance of eighty-five (\$85.00) per month. Newly hired employees shall receive an allowance prorated from the date of hire.

All employees are required to obtain a department approved "Class A" uniform within thirty (30) days of completing their probationary period. Current employees are required to obtain a department approved "Class A" uniform by December 31, 2010. Current employees who were eligible to retire (age 55) prior to January 1, 2009 are not required to purchase a "Class A" uniform.

- (C) Reimbursement for Damage: The City will reimburse employees for the cost of replacing or repairing damaged uniforms in accordance with Personnel Administrative Order 19.1-81-6.
- (D) An employee hired into or promoted into a position requiring a uniform or different uniform will receive a uniform allowance advance equal to three months accrual. The advancement will be provided within twenty (20) days of hire. The employee will not receive a uniform allowance for the first three months of employment. If an employee leaves the department and is subsequently rehired, such advance allowance will be available provide the employee has been separated from city service for more than twelve (12) months.

ARTICLE 24. VACATION

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

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

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

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

- (A) All vacation leave must be approved by the Department Director or designated representative.
- (B) Employees in regular positions shall accrue, on a pro-rated basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rated basis.
- (C) Vacation leave shall be compensated at the employee's regular hourly rate of pay.
- (D) An employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or layoff. In-lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the City.
- (E) Employees may use up to three (3) days of their accrued vacation in any one fiscal year for emergency leave provided they notify the department authority prior to the start of the working day that the employee would be absent.
- (F) If, due to operational needs of the City, an employee is denied the ability to take sufficient vacation to remain under his/her cap, the employee may seek City Manager approval to exceed the maximum cap for a time period to be specified by the City Manager.
- (G) Negative Vacation:

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

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

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

ARTICLE 25. HOLIDAYS

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

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

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

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

- (B) Floating Holiday: Employees in regular positions shall be entitled to a total of eight (8) hours on a 5/2 or 6/3 schedule, nine (9) hours for a 9/80, ten (10) hours for a 4/10 schedule, eleven (11) hours for a 4/11 schedule floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to, or at the start of, the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls.
- (C) Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, with the approval of the Department Director.
- (D) Job Sharing: Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.

- (E) If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9), ten (10) hours (a full work shift) of holiday time off depending on their current work schedule. Employees on a modified 4-10 or 4-11 shall receive holiday compensation as defined in the shift agreement.
- (F) If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- (G) If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.
- (H) Employees working on fixed holidays shall be compensated at time and one-half for time actually worked; irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time except as provided in Article 12 (c).
- (I) Whenever a regular employee is required to work on a fixed holiday, which falls within the employee's regularly scheduled work week, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (eight (8), nine (9) or ten 10), holiday compensatory time.
- (J) Whenever a regular employee is required to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule (4/10 or 9/80,).
- (K) Employees on leave without pay the last scheduled workday before and the first scheduled workday after a fixed holiday shall not receive holiday pay.
- (L) Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked shall be compensated in cash at straight time rates. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- (M) Employees may request cash-out of up to forty (40) hours of their grandfathered holiday time annually during the pay period in which November 1 falls. This cash-out is at the employee's current regular hourly rate of pay.

ARTICLE 26. SICK LEAVE

- (A) Definition: Sick leave with pay is an insurance program provided by the City for employees in regular positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a

medical, optical or dental appointment. Sick leave shall not be used for any injury arising out of, or incurred in, connection with outside employment.

In compliance with California law, a maximum of one-half (1/2) of an employee's annual calendar year sick leave accrual (forty-eight (48) hours) may be used to care for, or obtain care for, an employee's child, including stepchildren and foster children, parent, spouse, registered domestic partner or the child of a registered domestic partner who is ill.

A maximum of twenty-four (24) hours accrued sick leave may be used to care for, or obtain care for, members of the employee's immediate family who require the attention of the employee. Immediate family includes a sister, brother, mother-in-law, father-in-law, grandparent and foster parent of the employee who is ill.

- (B) Accumulation: Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year at the rate of three hours and forty-two minutes (3:42) per pay period. Sick leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed four hundred eighty hours (480) of service from the employee's hire date.

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

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

- (D) Administration:

- (1) It shall be the responsibility and duty of each Department Director or his/her designee to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.
- (2) Notice of Sickness: In twenty-four (24) hour departments, the Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Director or designee must be notified not later than the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

- (3) Review: The Director of Human Resources may review and determine the justification of any request for sick leave with pay and may, in the interest of the City, require a medical report by a doctor to support a claim for sick leave pay.
- (4) Proof: A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more, when requested by the Department Director. The Department Director may require a doctor's certificate for absences of less than three (3) consecutive days for employees who have received a Corrective Interview Memorandum (CIM) for attendance.
- (5) Improper Use: Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.
- (E) Coordination of Benefits: Employees shall be entitled to coordinate fully their sick leave benefits with their Workers' Compensation benefits.
- (F) Sick Leave Cash-out: Employees who leave City employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five (25%) percent of the first two thousand (2,000) hours at the employee's then current regular rate of pay.
- (G) Retirement: For Employees hired on or before December 31, 2010

Employees hired on or before December 31, 2010 and who retire after five (5) years of continuous service in good standing may, on a one time basis, exercise the option to have ninety (90%) percent of their unused sick leave, up to two thousand (2,000) hours, applied by the City upon retirement to premiums for health insurance plans covered by the City. Said insurance 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 eight (8) hours of sick leave. The City's contribution to retired employees shall be defined as that amount contributed to active employees on the median priced HMO health plan. In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents shall remain eligible to receive this benefit. If after the ninety (90%) percent conversion, a retiring employee has less than four hundred sixteen (416) hours, accrued vacation leave may be applied to the sick leave account, provided that the total number of hours of sick leave and vacation (at a ninety (90%) percent conversion) does not exceed four hundred sixteen (416) hours.

At the time a retiree initially moves or during any open enrollment period or IRS-approved life change situation, a retiree who moves 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.

ARTICLE 27. CATASTROPHIC LEAVE

Employees in regular positions shall be eligible to participate in the catastrophic leave program. To be eligible, an employee must provide written medical verification of a long-term illness or injury, or have a member of the employee's immediate family with a long-term illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Employees who are receiving long-term disability benefits are not eligible for catastrophic leave. Catastrophic leave shall be coordinated with Family Leave with respect to City payment of insurance contributions.

When a Department Director has determined that an employee would benefit from the establishment of a leave bank and has approved an employee's request for a leave bank, the Department Director will notify the Human Resources Department requesting the establishment of a leave bank in the employee's name. The Department Director will be responsible for notifying City employees of the need for donations. The Department Director will take necessary actions to help ensure that individual employee decisions to donate or not donate to a leave bank are kept confidential and that employees are not pressured to participate. **ALL DONATIONS SHALL REMAIN CONFIDENTIAL.**

The maximum time that may be initially donated into an employee's leave bank account is one thousand forty (1,040) hours. To be eligible to receive more than the original one thousand forty (1,040) hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.

An employee may donate vacation, holiday and up to forty (40) hours of sick leave in increments of four (4) hours to a specific employee for which a leave bank has been created. Employees may donate leave only if their own total accrued leave balance(s) remains in excess of one hundred sixty eight (168) hours. Employees must advise the Human Resources Department of the maximum hours they wish to donate. 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, then the donation of leave hours is irreversible. When employees are utilizing leave bank hours, they will not accrue any leave time.

Employees wishing to donate time shall complete and submit the required form to the Human Resources Department. After review, the form will be forwarded to the Finance Department for payroll action and adjustment to donor and recipient's paid leave balance. In no event shall donated time have the effect of altering the employment rights of the City or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The City reserves the right to modify or terminate an established leave bank program, as it deems necessary.

ARTICLE 28. BEREAVEMENT LEAVE

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

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

ARTICLE 29. LEAVES OF ABSENCE

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

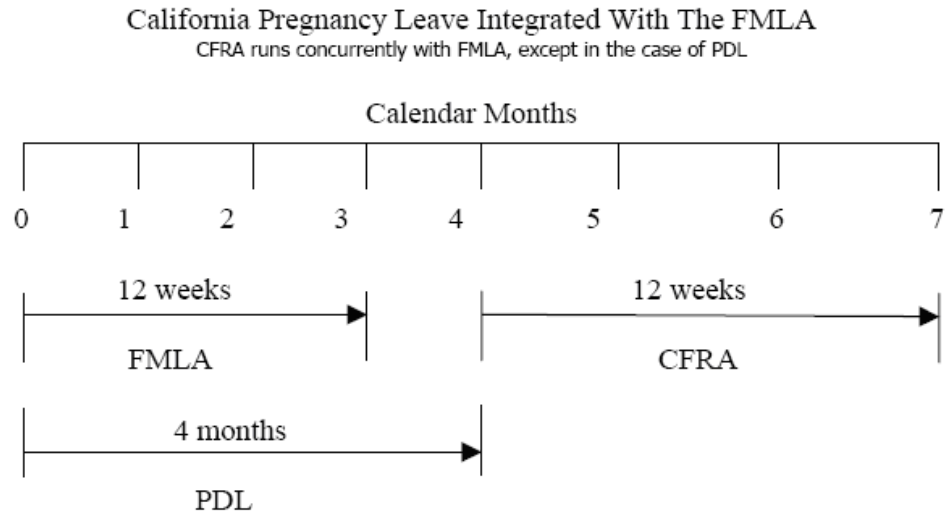
- (1) Eligible Employee. As provided under the FMLA and the CFRA, an employee is eligible for FMLA/CFRA leave if he or she is employed by the City for at least 12 months and performed at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. The 12 months an employee must have been employed need not be consecutive. If the employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the employer, the week counts as a week of employment.
- (2) Qualifying Leave. As provided under the FMLA and the CFRA, FMLA/CFRA leave is permitted for:
 - (a) The birth of a child of an employee, and to care for a newborn;
 - (b) The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
 - (c) Leave to care for a child, parent, or spouse who has a serious health condition; and
 - (d) Leave because of a serious health condition that makes the employee unable to perform the essential functions of his or her usual and customary position.
 - (e) The serious health injury or illness of a covered service member if you are the spouse, son or daughter, parent, or next of kin of that covered service member.
- (3) Duration of Leave. As provided under the FMLA and the CFRA, an eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child

for adoption or foster care expires one year after the birth or placement. Thus, such leave must be concluded within one year following the child's birth or placement. There is no minimum amount of leave that must be taken.

- (4) Computing the 12-month Period. The City computes the 12-month period described in Section (A), subpart 3, above, on a 12-month period measured forward from the first date designated leave is used. This method shall be applied consistently and uniformly to all City employees.
- (5) Intermittent Leave or Leave on a Reduced Schedule. Leave may be taken intermittently or on a reduced schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time. A reduced leave schedule means a schedule that reduces the employee's usual number of hours per workweek or workday, usually from full-time to part-time. For intermittent leave or leave on a reduced schedule, only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an eligible employee is entitled.
- (6) Pay While on Leave. The employee may use accrued leave or the employer may require an employee to use accrued leave. The City shall not require an employee to use accrued leave if use of leave jeopardizes a short or long term disability benefit. An employee with a planned vacation or other absence may retain up to two weeks of paid vacation or other leave.
- (7) Advance Notice. The employee should notify his or her supervisor, or the City's Human Resources Department, as soon as FMLA/CFRA leave is foreseeable.
- (8) Medical Certification. At reasonable intervals, the City may request the employee provide a medical certification or recertification within 30 days to support the request for initial or continuing FMLA/CFRA leave, which includes: whether the child, parent, spouse, or employee suffers from a serious health condition; the probable duration of the medical condition; and the regimen of treatment to be prescribed. The certification or recertification should contain enough information to satisfy these requirements without revealing confidential health information unnecessary to determining whether the leave is FMLA/CFRA qualifying. If the employee submits a complete certification or recertification signed by a healthcare provider, the City may not require additional information from the employee's healthcare provider. However, with the employee's advance permission a healthcare provider representing the City may contact the certifying healthcare provider to clarify and authenticate the medical certification or recertification.
- (9) Confidential Medical Information. The City's healthcare provider shall not disclose to the City any confidential medical information and shall only:
 - (a) Clarify the medical certification or recertification;
 - (b) Authenticate the medical certification or recertification; and
 - (c) Describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's

fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed.

- (10) Notice of FMLA Qualifying Leave. The City shall notify the employee in advance of return if any paid or unpaid leave is requested and will run concurrently with the employee's 12-week FMLA entitlement.
- (11) Concurrent / Integrated Leave. As illustrated below, FMLA leave will run concurrently with Pregnancy Disability Leave (PDL). CFRA leave will commence following the conclusion or exhaustion of PDL.



- (12) Unscheduled Absences. When an unscheduled absence related to FMLA leave or CFRA leave occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides medical certification as described in this Section above.
- (B) Pregnancy Disability Leave (PDL). As provided under California law, the City shall provide up to four months Pregnancy Disability Leave (PDL) for any full-time or part-time City female employee who is disabled due to pregnancy, childbirth, or a related medical condition (e.g. prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) regardless of the length of time she has worked for the City. It is the medical opinion of the woman's physician or health care provider that determines whether she is disabled by pregnancy or a related medical condition. PDL may be intermittent, periodic, or on a reduced work schedule. Following PDL, an employee is entitled to an additional 12 weeks of non-concurrent CFRA leave if she meets eligibility requirements for CFRA leave (illustrated above). When an unscheduled absence related to PDL occurs, the supervisor may not take any action against the employee if she notifies the supervisor promptly.
- (C) Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the City payroll. The person shall be reinstated from the military leave of absence at the same step in

the salary range that s/he would have been eligible to receive had s/he not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et seq., or any successor statute. When an unscheduled absence related to military leave occurs, the supervisor may not take any action against the employee if the employee, within 72 hours of receipt of documentation, provides documentation from the military verifying the date and time of the employee's military service. The City does not provide pay to employees for inactive duty.

- (D) Jury Duty Leave. When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from duty without loss of salary while rendering such service (including travel time). Jury fees received by an employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an absence related to jury duty leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of the jury service and provides the supervisor with documentation from the court verifying the date and time of the employee's jury service.
- (E) Court Leave. When an employee is subpoenaed or summoned to appear before any court, arbitrator, or tribunal, the employee shall promptly inform his or her supervisor and may be absent from duty without loss of salary while so appearing (including travel time), except when the employee is a plaintiff against the City or testifying on behalf of a claimant against the City based on knowledge of, or activities that occurred, outside the course and scope of his/her job. Witness fees actually received by the employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an unscheduled absence related to court leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of need for leave and provides the supervisor with documentation from the court, arbitrator, tribunal, or attorney issuing the summons or subpoena verifying the date and time the employee appeared.
- (F) Compulsory Leave.
 - (1) If the City reasonably believes an employee is medically incapable of performing the essential functions of his or her usual and customary occupation, the City may place the employee on paid compulsory leave and require the employee to undergo a fitness-for-duty medical evaluation at City expense by a physician or other qualified healthcare professional, subject to the following conditions:
 - (a) Time spent attending the fitness-for-duty medical examination (including travel time) shall be considered hours worked;
 - (b) The City's healthcare provider shall not disclose to the City any confidential medical information and shall only describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his

or her present employment, provided that no statement of medical cause is included in the information disclosed;

- (c) Neither the City nor its healthcare provider shall be permitted to require the employee sign an authorization for release of confidential medical information to the City;
 - (d) Neither the City nor its healthcare provider shall order the employee to undergo any particular medical treatment as a condition of continued employment;
 - (e) Time spent on compulsory leave shall not be considered or designated FMLA or CFRA qualifying leave for the purposes of employee's 12-week FMLA entitlement; and
 - (f) The employee shall have a reasonable time to review the fitness-for-duty medical report of the City's healthcare provider and shall thereafter have an opportunity to rebut or supplement it, at the employee's expense, with a second opinion report of the employee's own physician or other qualified healthcare provider.
- (2) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically incapable of performing the essential functions of his or her usual and customary occupation the City may offer the employee temporary or permanent employment, if available, within the limits of the employee's medical restrictions or compel the employee to take a leave of absence until the employee's medical condition improves.
- (3) Following review of the fitness-for-duty medical reports, if the City verifies the employee is medically fit for duty the employee shall be returned to work without loss of pay or benefits and made whole.
- (G) Administrative Leave. The City may order an employee off work without reduction in compensation and benefits.
- (H) Parental Participation in Children's School Activities.
- (1) A parent or guardian of a child or children enrolled in kindergarten through grade 12, or attending a licensed day care facility, may take up to 40 hours each year off work (not to exceed 8 hours in any calendar month) to participate in the activities of the school or licensed child day care facility. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. The employee must use vacation, compensatory, or holiday leave. If requested, the employee must provide documentation from the school verifying the date and time the parent participated in school activities.
 - (2) A parent or guardian required by the school to attend a hearing regarding the suspension or expulsion of a child will be permitted to attend the meeting. The

employee must provide advance notice and may use accrued vacation, compensatory, or holiday leave.

- (3) When an unscheduled absence related to parental participation in children's school activities occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides documentation from the school verifying the date and time the parent participated in school activities or attended the suspension or expulsion hearing.
- (I) Paid Release Time. As provided under Government Code section 3505.3, the City shall allow a reasonable number of MPNSA employee representatives reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. The employee should provide as much advance notice as reasonably possible to the City of the planned absence. When an unscheduled absence related to paid release time occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification of the reason for the absence.
 - (J) Time Bank. Article 44 provides for time bank hours to be available for association business. Advance notice provisions apply to use of these hours, however, occasionally urgent matters will arise that do not permit the advance notice. MPNSA officers or directors may collectively utilize five unscheduled absences per year that will not be counted as an unscheduled absence.
 - (K) Leave for Victims of Domestic Violence or Sexual Assault.
 - (1) California state law required that employees who are the victims of domestic violence or sexual assault be given time off to provide for the health needs, safety, or welfare of themselves or their child. This includes, but is not limited to, time off for medical treatment, psychological counseling or other domestic or sexual assault victims' services, safety planning including relocation, or legal proceedings.
 - (2) It is unlawful to retaliate or discriminate in any way against an employee for exercising his or her rights under these laws. California state law also requires, to the extent allowed by law, that confidentiality be maintained regarding such leave.
 - (3) If possible, an employee should provide reasonable notice of time off requested under this Section by submitting a request to his or her supervisor, or the Human Resources Department. When an unscheduled absence related to domestic violence or sexual assault occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides certification of the reason for the absence. Sufficient certification can be any of the following:

- (a) A police report indicating the employee was a victim of domestic violence or sexual assault;
 - (b) A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court;
 - (c) Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, healthcare provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from victimization from an act of domestic violence or sexual assault.
- (4) The employee may use unpaid leave, accrued vacation, compensatory or holiday leave.
- (L) Victims of Crime. If an employee, an immediate family member, domestic partner, or the employee's domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, the employee may take unpaid time off from work in order to attend judicial proceedings related to that crime.

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

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

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

- (M) Special Leaves of Absence. A special leave of absence without pay with right to return to classification for a period of not more than one (1) year may be granted to an employee who is:
- (1) Medically incapacitated (including pregnancy) to perform the duties of the position.
 - (a) Prior to such approval, an employee must provide written medical verification of a long-term illness or injury to the City;

- (b) The City shall comply with California Government Code, Section 21153 which provides: "Notwithstanding any other provision of law, an employer may not separate because of disability a member otherwise eligible to retire for disability but shall apply for disability retirement of any member believed to be disabled, unless the member waives the right to retire for disability and elects to withdraw contributions or to permit contributions to remain in the fund with rights to service retirement as provided in Section 20731";
 - (c) CalPERS regulations, which provide that as soon as it is believed the member is unable to perform the job because of an illness or injury which is expected to be permanent or last longer than six (6) months, the member or someone on the member's behalf, should submit an application for disability retirement. The medical condition does not have to be "permanent and stationary."
- (2) Desires to engage in a relevant course of study which will enhance the employee's value to the City; or
 - (3) For any reason considered appropriate by the Department Director and the Director of Human Resources.
 - (4) A request for a special leave of absence without pay must be in writing and requires the approval of the Department Director and the Director of Human Resources. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.
 - (5) Except as otherwise provided in Article 32, Health, Dental & Vision, when an employee is on a special leave of absence without pay with or without right to return to his or her classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a special leave of absence without pay, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the City, shall be necessary prior to reinstatement.

ARTICLE 30. RETIREMENT

- (A) The City's contract with PERS provides for two (2%) percent at age fifty-five (55) retirement benefits and 1959 Survivor Benefit Level 3.
- (B) The City shall pay six and six tenths (6.6%) percent of the employee's seven (7%) percent contribution in the employee's name to PERS. Pursuant to the provisions of Section 20615 of the California Government Code, the City shall report City-paid employee contributions to PERS as compensation. Such payments shall be implemented pursuant to the provisions of Section 20023 (c) (4) of the California Government Code, and Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.
- (C) The cost of providing this benefit is four-tenths (0.4%) percent, which shall be paid by the employee on a pre-tax basis.
- (D) The period for determining average salary for retirement benefits shall be the twelve (12) highest paid consecutive months.
- (E) Specific procedures and policies governing the above shall be as in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 31. DEFERRED COMPENSATION

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

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

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

ARTICLE 32. HEALTH, DENTAL, VISION INSURANCE

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

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

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

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

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

- (A) The City's total contribution towards employees with dependent coverage shall be \$525.00 bi-weekly (\$1,050.00 monthly). This amount shall increase to \$550 bi-weekly (\$1,100 monthly) effective January 1, 2011.

The City's contribution for employees with dependent coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the City, regardless of the health plan selected by the employee or the contribution amounts listed above. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premiums into the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's deferred compensation account.

- (B) The City's total contribution towards employees without dependent coverage shall be \$298.00 bi-weekly (\$596.00 monthly). This amount shall increase to \$310.50 bi-weekly (\$621.00 monthly) effective January 1, 2011.

The City shall deposit to the employee's deferred compensation account any balance of the above contributions not needed to pay for the combined total premiums. For employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premiums, into the employee's Health Savings Account. Only in the event that an employee does not qualify for enrollment into a Health Savings Account, the City shall deposit any balance of the above contribution not needed to pay for the employee's combined premium into the employee's

deferred compensation account.

- (C) For employees who opt out of health coverage, the City shall pay \$225.00 bi-weekly (\$450.00 monthly). For employees who opt out of medical health coverage, the City shall deposit to the employee's deferred compensation account an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the dental and vision premium.

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

Except as otherwise required by law or this Memorandum, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the City towards premium payment and coverage shall cease, unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental, and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.

Article 27 of this Memorandum permits employees on Workers' Compensation who have exhausted their accrued leave to apply for and receive Catastrophic Leave donations. Employees who apply for and receive Catastrophic Leave donations in accordance with Article 27 will receive the contribution from the City towards premium payment if they use sufficient Catastrophic Leave that the combination of Workers' Compensation benefits plus Catastrophic Leave equals a full check. Such employees are limited to using the amount of Catastrophic Leave necessary to maintain the City's contribution toward premium payment.

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

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

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

ARTICLE 33. RETIREE HEALTH INSURANCE

- (A) Eligible Employees hired before January 1, 2011:
 - (1) Employees may elect on a one-time basis at retirement to purchase health, dental and/or vision insurance under a City-authorized plan and are responsible for all cost. Upon the death of a retired employee enrolled in one (1) of the plans, surviving dependents actively enrolled in plan retain eligibility for participation in the plans.

- (2) 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:

- (a) Up to \$1,050 for retirees with dependent coverage. This amount shall increase to \$1,100 effective January 1, 2011.

The City's contribution for retirees with 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.

- (b) Up to \$596 for retirees without dependent coverage. This amount shall increase to \$621 effective January 1, 2011. This contribution rate is subject to changes in the median priced health HMO plan for active employees.

This contribution rate is subject to change January 1 of each year, pursuant to paragraph (G), Article 26, SICK LEAVE, based on changes in premium rates for health, dental and/or vision insurance, provided that the contribution rate shall not exceed the following active employee rate: \$596. This amount shall increase to \$621 January 1, 2011.

- (3) 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.

(B) Eligible Employees hired on or after January 1, 2011:

- (1) Employees may elect on a one-time basis at retirement to purchase health, dental and/or vision insurance under a City-authorized plan and are responsible for all costs. Upon the death of a retired employee enrolled in one of the plans, surviving dependents actively enrolled in plan retains eligibility for participation in the plan.

- (2) For employees hired on or after January 1, 2011, the City shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below:

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

(b) City Contribution:

- (1) Initial Contribution: On the first pay period following completion of two (2) full years of continuous City service, regular full time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions, shall receive a pro-rated lump sum contribution based on their hours worked.
- (2) Regular City Contribution: After the initial contribution (defined above) is made, the City shall contribute \$0.5769 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible full time employee up to a maximum of \$100.00 per month (\$46.15 per pay period) for full time employees. For a full time employee, this equates to a maximum of \$1,200 per year after the initial eligibility period is met. Employees hired on or after January 1, 2011 and subject to this defined contribution plan shall not be eligible for any sick leave conversion towards retiree medical premiums of any sort. The City's contribution under this section represents the entire contribution towards employee retiree medical.

(C) Access to Account Balance:

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

(D) Survivors of eligible retirees with account balances:

- (1) Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- (2) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

(E) Forfeiture of account balance:

- (1) If an active employee dies prior to retirement, the amount of account balance is available to eligible spouses and dependents to reimburse them for medical expenses permitted under the applicable section of the Internal Revenue code.
 - (2) Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance.
- (F) This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 34. EMPLOYEE ASSISTANCE PLAN

- (A) City 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 each per year for employees and dependents.
- (B) Any Police Community Service Officer, Police Identification Technician or Police Animal Control Officer shall receive group crisis debriefing and for those involved in a critical incident, one-on-one critical incident debriefing at the City's expense with the contracted Police professional.
- (C) The City shall provide counseling/psychotherapy to Police Community Service Officers and Police Identification Technicians. Free counseling will also be provided to their dependents up to a maximum of three (3) sessions. The services provided do not include medical prescription or specialized services such as inpatient substance abuse treatment. Employees who are disabled or unable to work their regularly assigned duties are not eligible for these services. These services shall be provided only by the City's contracted provider for sworn staff and subject to the contract provider agreeing to provide such services.

ARTICLE 35. LONG-TERM DISABILITY INSURANCE

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

ARTICLE 36. LIFE INSURANCE

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

ARTICLE 37. PROBATION

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

- (A) Initial Probation: The initial probationary period is one (1) year from the date of appointment. If an employee has a leave of absence, either paid or unpaid of greater than 400 hours (10 weeks) the probationary period may be extended by the length of the leave.
- (B) Promotional Probation: The probationary period of a promoted employee is one (1) year from the date of promotion, If an employee has a leave of absence, either paid or unpaid of greater than 460 hours (11.5 weeks) the probationary period may be extended by the length of the leave.

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

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

ARTICLE 38. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

When it becomes necessary through lack of work, lack of funds or for other reasons to reduce the number of employees, the City shall prepare a layoff list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the City's needs, with particular regard for classification seniority and performance evaluation reports. Classification Seniority is defined as the length of continuous service in the current classification including higher classifications in the current department including periods of authorized leaves of absence, which require a retirement contribution, and including all periods as a full-time CETA and PEP employee. In the event of a break in service, classification seniority shall restart upon rehire.

- (A) Transfer, Demotion, Layoff
 - (1) Whenever there is a reduction in work force, the City shall first transfer the employee to a vacancy in the same classification in the same department. If no such vacancy exists, the employee may voluntarily transfer to a vacancy in the department in a classification the employee previously held. If no such vacancy

exists, the employee may elect to demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards provided no other employee has greater rights to that vacancy by virtue of having formerly held the classification or greater overall seniority. All persons so demoted shall have their names placed on the department classification reinstatement eligible list.

- (2) If there are no vacant positions in the same or a lower class available in the department, the City shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class in the employees current class series if the employee has greater overall seniority as provided in paragraph (A). An employee may bump down to a classification s/he previously held within the same department.
 - (3) If there are no vacant positions or bumping possibilities, the City shall layoff employees within a department and classification. All persons laid off shall have their names placed on the department classification reinstatement eligible list.
- (B) An employee scheduled for demotion or layoff shall be given a minimum of fourteen (14)-calendar days notice in writing. The notice shall state the effective date and time of demotion or layoff.
- (C) Names shall be placed on department classification reinstatement eligible lists in the inverse order of layoff and seniority as defined in the introductory paragraph for this Article. Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligible individuals not responding to written notification of an opening within fourteen (14) calendar days shall forfeit their consideration for reinstatement to that opening.
- (D) A reinstated employee shall be entitled to the following benefits:
- (1) Prior sick leave accrual (unless sick leave was cashed-out in accordance with the applicable rules).
 - (2) Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.
 - (3) A salary as nearly as possible equivalent to the salary range and step that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.
- (E) A person appointed from a reinstatement eligible list within six (6) months to the same classification held prior to layoff or demotion, will obtain regular status upon reinstatement, provided that they had completed probation in that class prior to layoff

or demotion. All other persons appointed from a reinstatement list shall serve a new probationary period.

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

ARTICLE 39. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE 40. DISCIPLINARY ACTIONS

- (A) The following shall constitute just cause for disciplinary action, including dismissal, demotion, suspension and disciplinary probation.

- (1) Violation of the City Charter
 - (2) Violation of the Modesto Municipal Code
 - (3) Violation of the Personnel Rules or Personnel Administrative Orders, excluding Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - (4) Fraud in securing employment
 - (5) Incompetency
 - (6) Inefficiency
 - (7) 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, except as described in Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - (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 section
 - (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 a nature that it causes discredit to the City
 - (17) Unlawful discrimination, including harassment, on the basis of race, color, national origin, ancestry, sex, marital status, religion, age, medical condition (cancer related), physical disability (including AIDS) or sexual orientation.
 - (18) Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment and/or coercion made in the course of employment
- (B) The City may demote an employee whose ability to perform required duties falls below an acceptable standard, or for disciplinary purposes. Upon request of an employee, and approval by the City, demotion may be made to a vacant position as a substitution for layoff.
- (C) The City may suspend an employee without pay at any time for just cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.
- (D) The City may dismiss an employee at any time. A regular employee in the classified service shall be entitled to a written statement of the just cause for dismissal.
- (E) The City may place an employee on disciplinary probation for a specified period, not to exceed one (1) year. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement established as a condition of the probation. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.

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

ARTICLE 41. DISCIPLINARY APPEALS

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

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

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

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

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

- (L) The cost of the Hearing Officer and court reporter shall be divided equally between the City and the employee. The Hearing Officer and court reporter shall separately bill the City and the appellant for one-half (1/2) of the cost of his/her services.

ARTICLE 42. TIME BANK

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

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

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

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

ARTICLE 43. COMMUTER BUS PASSES

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

ARTICLE 44. EMPLOYEE PARKING

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

ARTICLE 45. OUTSIDE EMPLOYMENT

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

ARTICLE 46. CITY'S EEO PLAN

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

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

ARTICLE 47. AGENCY SHOP AND MAINTENANCE OF ASSOCIATION MEMBERSHIP

- (A) Scope of Coverage: Pursuant to Government Code Section 3502.5, MPNSA caused an "agency shop" arrangement to be placed into effect by a secret ballot election that concluded on February 20, 2007. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of

employment, either join the Association or pay the Association a service fee.

- (B) Responsibilities: MPNSA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the bargaining unit, which have elected by a secret ballot in accordance with the law to apply this agency shop agreement regardless of whether or not they are members of MPNSA.
- (C) Employee Responsibilities: All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in the bargaining unit shall as a condition of employment fulfill one of the following:
- (1) Become and remain a member of MPNSA; or
 - (2) Pay to MPNSA, a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees and approved assessments made during the term of this agreement; or
 - (3) Do both of the following:
 - (a) Execute a written declaration to MPNSA, with a copy to the Payroll Division of the Finance Department, that the employee is a member of a bona-fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (b) Pay a sum equal to the dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under the Internal Revenue Service Code Section 501(c) (3), chosen by the employee from the following charities:
 - (1) United Way
 - (2) To be determined
 - (3) To be determined

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

All regular full-time employees who are members of MPNSA on the effective date of this MOU shall maintain such membership in good standing during the term of the MOU; subject, however, to the right to resign from membership during the thirty (30) days prior to the expiration of the MOU. Any employee choosing to resign shall do so in writing to both MPNSA and the City.

All regular full-time employees hired after the effective date of this MOU, and who choose to become members of MPNSA, shall maintain such membership in good standing during the remaining term of this MOU.

- (D) The City's Responsibilities: All dues, fees, assessments and fair share fees shall be remitted to MPNSA, in a timely manner, normally within fifteen (15) days from the date that such monies are withheld from the employee's payroll. The employer shall also provide to MPNSA a monthly report of those employees that have selected option C.3 above. Such report shall include the name of the employee, the amount deducted and the name of the organization to which such funds have been remitted.
- (E) Separation from Unit: The provisions of this MOU shall not apply during such period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or reclassification out of one of the covered units, or lay-off.
- (F) Compliance: The City has agreed to provide all new represented employees on the date of their initial employment, an information packet explaining the agency shop arrangement, association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this MOU. The packet and all enclosed information shall be provided to the City by MPNSA and shall be produced at the sole expense of MPNSA.
- (G) Forfeiture of Deductions: If an employee is on leave without pay for any reason for 40 or more hours in a pay period, no such deduction shall be made for that period.
- (H) Hold Harmless: In accordance with Government Code 3502.5 (b), MPNSA, agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employees pursuant to this MOU.
- (I) Reporting Requirements: MPNSA shall comply with all applicable provisions of Government Code 3502.5 (f) with regards to financial reporting.

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

- (J) Duration: Notwithstanding the expiration of any agreement between the City and MPNSA, this agreement shall continue in effect until rescinded as permitted by Law.

ARTICLE 48. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Charter and Code. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of those Federal, State or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part

or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum shall not be affected. If any part or provision of this Memorandum is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum shall not be reduced or increased as a result of this Article.

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

ARTICLE 49. JOB ACTIONS

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

ARTICLE 50. FULL UNDERSTANDING MODIFICATION AND WAIVER

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

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

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

ARTICLE 51. APPROVAL

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


FOR THE
CITY OF MODESTO

FOR MODESTO POLICE & FIRE
NON-SWORN ASSOCIATION

 for 2/3/11
Date
Greg Nyhoff
City Manager

 1/31/11
Date
Michael W. Jarvis
Labor Representative, Mastagni Law

 2/11/11
Date
Dee Williams-Ridley
Deputy City Manager


 1-31-11
Date
Art Miller
MPNSA President

 2/3/11
Date
Scott Kenley
Chief Negotiator

 1/31/11
Date
Julie Smith
MPNSA Negotiator

 2/1/11
Date
Michael Harris
Police Captain

 1-31-11
Date
Charlene Aragon
MPNSA Negotiator

 1-31-2011
Date
Scott Kasper
Employee Relations Coordinator

 1/31/11
Date
Kimberly Murdaugh
Acting Employee Relations Coordinator

EXHIBIT 1 CLASSIFICATIONS AND SALARY RANGES

CLASSIFICATION	SALARY RANGE
Fire Prevention Inspector I	1118
Fire Prevention Inspector II	1122
Police Animal Control Officer I	1115
Police Animal Control Officer II	1119
Police Clerk I	1108
Police Clerk II	1112
Police Community Services Officer I	1115
Police Community Services Officer II	1119
Police Crime and Intelligence Analyst I	1121
Police Crime and Intelligence Analyst II	1125
Police Evidence and Property Technician I	1110
Police Evidence and Property Technician II	1114
Police Identification Technician I	1123
Police Identification Technician II	1127
Police Officer Recruit	1122
Police Technician	1122
Senior Fire Prevention Inspector	1126

CITY OF MODESTO

EXHIBIT 2

SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 10-11 AND FY 11-12

EFFECTIVE JUNE 22, 2010

SCHEDULE J

Public Safety Non-Sworn (MPNSA)

HOURLY						BIWEEKLY						MONTHLY				
Range	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	
01101	12.5545	13.1822	13.8413	14.5334	15.2601	1,004.36	1,054.58	1,107.30	1,162.67	1,220.81	2,184.48	2,293.71	2,408.38	2,528.81	2,655.26	
01102	12.8684	13.5118	14.1874	14.8968	15.6416	1,029.47	1,080.94	1,134.99	1,191.74	1,251.33	2,239.10	2,351.04	2,468.60	2,592.03	2,721.64	
01103	13.1901	13.8496	14.5421	15.2692	16.0327	1,055.21	1,107.97	1,163.37	1,221.54	1,282.62	2,295.08	2,409.83	2,530.33	2,656.85	2,789.70	
01104	13.5199	14.1959	14.9057	15.6510	16.4336	1,081.59	1,135.67	1,192.46	1,252.08	1,314.69	2,352.46	2,470.08	2,593.60	2,723.27	2,859.45	
01105	13.8579	14.5508	15.2783	16.0422	16.8443	1,108.63	1,164.06	1,222.26	1,283.38	1,347.54	2,411.27	2,531.83	2,658.42	2,791.35	2,930.90	
01106	14.2043	14.9145	15.6602	16.4432	17.2654	1,136.34	1,193.16	1,252.82	1,315.46	1,381.23	2,471.54	2,595.12	2,724.88	2,861.13	3,004.18	
01107	14.5594	15.2874	16.0518	16.8544	17.6971	1,164.75	1,222.99	1,284.14	1,348.35	1,415.77	2,533.33	2,660.00	2,793.00	2,932.66	3,079.30	
01108	14.9234	15.6696	16.4531	17.2758	18.1396	1,193.87	1,253.57	1,316.25	1,382.06	1,451.17	2,596.67	2,726.51	2,862.84	3,005.98	3,156.29	
01109	15.2965	16.0613	16.8644	17.7076	18.5930	1,223.72	1,284.90	1,349.15	1,416.61	1,487.44	2,661.59	2,794.66	2,934.40	3,081.13	3,235.18	
01110	15.6789	16.4628	17.2859	18.1502	19.0577	1,254.31	1,317.02	1,382.87	1,452.02	1,524.62	2,728.12	2,864.52	3,007.74	3,158.14	3,316.05	
01111	16.0709	16.8744	17.7181	18.6040	19.5342	1,285.67	1,349.95	1,417.45	1,488.32	1,562.74	2,796.33	2,936.14	3,082.95	3,237.10	3,398.96	
01112	16.4727	17.2963	18.1611	19.0692	20.0227	1,317.82	1,383.70	1,452.89	1,525.54	1,601.82	2,866.26	3,009.55	3,160.04	3,318.05	3,483.96	
01113	16.8845	17.7287	18.6151	19.5459	20.5232	1,350.76	1,418.30	1,489.21	1,563.67	1,641.86	2,937.90	3,084.80	3,239.03	3,400.98	3,571.05	
01114	17.3066	18.1719	19.0805	20.0345	21.0362	1,384.53	1,453.75	1,526.44	1,602.76	1,682.90	3,011.35	3,161.91	3,320.01	3,486.00	3,660.31	
01115	17.7393	18.6263	19.5576	20.5355	21.5623	1,419.14	1,490.10	1,564.61	1,642.84	1,724.98	3,086.63	3,240.97	3,403.03	3,573.18	3,751.83	
01116	18.1828	19.0919	20.0465	21.0488	22.1012	1,454.62	1,527.35	1,603.72	1,683.90	1,768.10	3,163.80	3,321.99	3,488.09	3,662.48	3,845.62	
01117	18.6374	19.5693	20.5478	21.5752	22.6540	1,490.99	1,565.54	1,643.82	1,726.02	1,812.32	3,242.90	3,405.05	3,575.31	3,754.09	3,941.80	
01118	19.1033	20.0585	21.0614	22.1145	23.2202	1,528.26	1,604.68	1,684.91	1,769.16	1,857.62	3,323.97	3,490.18	3,664.68	3,847.92	4,040.32	
01119	19.5809	20.5599	21.5879	22.6673	23.8007	1,566.47	1,644.79	1,727.03	1,813.38	1,904.06	3,407.07	3,577.42	3,756.29	3,944.10	4,141.33	
01120	20.0704	21.0739	22.1276	23.2340	24.3957	1,605.63	1,685.91	1,770.21	1,858.72	1,951.66	3,492.25	3,666.85	3,850.21	4,042.72	4,244.86	
01121	20.5722	21.6008	22.6808	23.8148	25.0055	1,645.78	1,728.06	1,814.46	1,905.18	2,000.44	3,579.57	3,758.53	3,946.45	4,143.77	4,350.96	
01122	21.0865	22.1408	23.2478	24.4102	25.6307	1,686.92	1,771.26	1,859.82	1,952.82	2,050.46	3,669.05	3,852.49	4,045.11	4,247.38	4,459.75	
01123	21.6137	22.6944	23.8291	25.0206	26.2716	1,729.10	1,815.55	1,906.33	2,001.65	2,101.73	3,760.79	3,948.82	4,146.27	4,353.59	4,571.26	
01124	22.1540	23.2617	24.4248	25.6460	26.9283	1,772.32	1,860.94	1,953.98	2,051.68	2,154.26	3,854.80	4,047.54	4,249.91	4,462.40	4,685.52	

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 10-11 AND FY 11-12
EFFECTIVE JUNE 22, 2010

SCHEDULE J
Public Safety Non-Sworn (MPNSA)

Range	HOURLY					BIWEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
01125	22.7079	23.8433	25.0355	26.2873	27.6017	1,816.63	1,907.46	2,002.84	2,102.98	2,208.14	3,951.17	4,148.73	4,356.18	4,573.98	4,802.70
01126	23.2756	24.4394	25.6614	26.9445	28.2917	1,862.05	1,955.15	2,052.91	2,155.56	2,263.34	4,049.96	4,252.45	4,465.08	4,688.34	4,922.76
01127	23.8575	25.0504	26.3029	27.6180	28.9989	1,908.60	2,004.03	2,104.23	2,209.44	2,319.91	4,151.21	4,358.77	4,576.70	4,805.53	5,045.80
01128	24.4539	25.6766	26.9604	28.3084	29.7238	1,956.31	2,054.13	2,156.83	2,264.67	2,377.90	4,254.97	4,467.73	4,691.11	4,925.66	5,171.93
01129	25.0652	26.3185	27.6344	29.0161	30.4669	2,005.22	2,105.48	2,210.75	2,321.29	2,437.35	4,361.35	4,579.42	4,808.38	5,048.81	5,301.24
01130	25.6918	26.9764	28.3252	29.7415	31.2286	2,055.34	2,158.11	2,266.02	2,379.32	2,498.29	4,470.36	4,693.89	4,928.59	5,175.02	5,433.78
01131	26.3341	27.6508	29.0333	30.4850	32.0093	2,106.73	2,212.06	2,322.66	2,438.80	2,560.74	4,582.14	4,811.23	5,051.79	5,304.39	5,569.61
01132	26.9925	28.3421	29.7592	31.2472	32.8096	2,159.40	2,267.37	2,380.74	2,499.78	2,624.77	4,696.70	4,931.53	5,178.11	5,437.02	5,708.87
01133	27.6673	29.0507	30.5032	32.0284	33.6298	2,213.38	2,324.06	2,440.26	2,562.27	2,690.38	4,814.10	5,054.83	5,307.57	5,572.94	5,851.58
01134	28.3590	29.7770	31.2659	32.8292	34.4707	2,268.72	2,382.16	2,501.27	2,626.34	2,757.66	4,934.47	5,181.20	5,440.26	5,712.29	5,997.91
01135	29.0680	30.5214	32.0475	33.6499	35.3324	2,325.44	2,441.71	2,563.80	2,691.99	2,826.59	5,057.83	5,310.72	5,576.27	5,855.08	6,147.83
01136	29.7947	31.2844	32.8486	34.4910	36.2156	2,383.58	2,502.75	2,627.89	2,759.28	2,897.25	5,184.29	5,443.48	5,715.66	6,001.43	6,301.52
01137	30.5396	32.0666	33.6699	35.3534	37.1211	2,443.17	2,565.33	2,693.59	2,828.27	2,969.69	5,313.89	5,579.59	5,858.56	6,151.49	6,459.08
01138	31.3031	32.8683	34.5117	36.2373	38.0492	2,504.25	2,629.46	2,760.94	2,898.98	3,043.94	5,446.74	5,719.08	6,005.04	6,305.28	6,620.57
01139	32.0857	33.6900	35.3745	37.1432	39.0004	2,566.86	2,695.20	2,829.96	2,971.46	3,120.03	5,582.92	5,862.06	6,155.16	6,462.93	6,786.07
01140	32.8878	34.5322	36.2588	38.0717	39.9753	2,631.02	2,762.58	2,900.70	3,045.74	3,198.02	5,722.47	6,008.61	6,309.02	6,624.48	6,955.69
01141	33.7100	35.3955	37.1653	39.0236	40.9748	2,696.80	2,831.64	2,973.22	3,121.89	3,277.98	5,865.54	6,158.82	6,466.75	6,790.11	7,129.61
01142	34.5528	36.2804	38.0944	39.9991	41.9991	2,764.22	2,902.43	3,047.55	3,199.93	3,359.93	6,012.18	6,312.79	6,628.42	6,959.85	7,307.85
01143	35.4166	37.1874	39.0468	40.9991	43.0491	2,833.33	2,974.99	3,123.74	3,279.93	3,443.93	6,162.49	6,470.60	6,794.13	7,133.85	7,490.55
01144	36.3020	38.1171	40.0230	42.0242	44.1254	2,904.16	3,049.37	3,201.84	3,361.94	3,530.03	6,316.55	6,632.38	6,964.00	7,312.22	7,677.82
01145	37.2096	39.0701	41.0236	43.0748	45.2285	2,976.77	3,125.61	3,281.89	3,445.98	3,618.28	6,474.47	6,798.20	7,138.11	7,495.01	7,869.76
01146	38.1398	40.0468	42.0491	44.1516	46.3592	3,051.18	3,203.74	3,363.93	3,532.13	3,708.74	6,636.32	6,968.13	7,316.55	7,682.38	8,066.51
01147	39.0933	41.0480	43.1004	45.2554	47.5182	3,127.46	3,283.84	3,448.03	3,620.43	3,801.46	6,802.23	7,142.35	7,499.47	7,874.44	8,268.18
01148	40.0706	42.0741	44.1778	46.3867	48.7060	3,205.65	3,365.93	3,534.22	3,710.94	3,896.48	6,972.29	7,320.90	7,686.93	8,071.29	8,474.84
01149	41.0724	43.1260	45.2823	47.5464	49.9237	3,285.79	3,450.08	3,622.58	3,803.71	3,993.90	7,146.59	7,503.92	7,879.11	8,273.07	8,686.73
01150	42.0992	44.2042	46.4144	48.7351	51.1719	3,367.94	3,536.34	3,713.15	3,898.81	4,093.75	7,325.27	7,691.54	8,076.10	8,479.91	8,903.91

Exhibit 2

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

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

The 4/11 Schedule shall consist of four (4) consecutive duty days, for which the employee shall work eleven (11) hours per day, followed by four (4) days off.

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

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

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

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

-OR-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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