

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MODESTO

and the

MODESTO POLICE OFFICERS ASSOCIATION

Effective: December 23, 2008
Terminating: March 28, 2011

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MODESTO POLICE OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this **23rd day of December, 2008** by and between the management representatives of the CITY of Modesto (CITY) and the representatives of the Modesto Police Officers Association (MPOA) after meeting and conferring in good faith.

SECTION 1: TERM OF MEMORANDUM

- A. This Memorandum shall cover a term commencing at 12:01 a.m. on **December 23, 2008**, and ending at 12:00 a.m. (midnight) on **March 28, 2011**, and covers all matters which MPOA has the right to meet and confer with the CITY during said fiscal years.
- B. The CITY and MPOA agree to use the Interest Based Negotiations model for subsequent negotiations.

SECTION 2: MANAGEMENT RIGHTS

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

SECTION 3: REPRESENTATION

This MOU covers the employees in the position classifications of Police Officer Trainee, Police Officer, and Police Detective which MPOA is certified as representing, and MPOA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this MOU.

SECTION 4: SALARY

- A. The parties agree that the following base salary ranges and rates shall be applicable on the dates indicated for classifications in this Unit for the period commencing **December 23, 2008** and ending **March 28, 2011**.

<u>Classification Title</u>	<u>Salary Range</u>
Police Officer Trainee	304.0
Police Officer	308.0
Police Detective	312.0

- B. For purposes of this MOU, base salary range shall mean the salary range assigned to a specific classification as provided in Paragraph A, above. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this MOU. Paid time shall be based upon the base salary rate with the computation rounded to the nearest cent.
1. Effective **January 8, 2008**, salary ranges were previously adjusted upward by six **(6.0) percent** as provided in Exhibit A (Schedule of Salary Ranges) of this MOU.
 2. Effective **June 23, 2009**, salary ranges shall be adjusted upward by three **(3.0) percent** as provided in Exhibit B (Schedule of Salary Ranges) of this MOU.
 3. Effective **February 2, 2010**, salary ranges shall be adjusted upward by two **(2.0) percent** as provided in Exhibit C (Schedule of Salary Ranges) of this MOU.
 4. Effective **August 31, 2010**, salary ranges shall be adjusted upward by two **(2.0) percent** as provided in Exhibit D (Schedule of Salary Ranges) of this MOU.
 5. Effective **February 1, 2011**, salary ranges shall be adjusted upward by three **(3.0) percent** as provided in Exhibit E (Schedule of Salary Ranges) of this MOU.
- C. Each salary range shall consist of five (5) steps, A through E. Progression through the steps shall be based upon both length of service and job performance.
1. Step A will normally be paid upon initial employment. The initial salary maybe set at a higher step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at a step greater than Step A, may be considered for their first step increase after thirteen (13) pay periods.
 2. Step B shall be paid upon completion of 13 pay periods with an overall "satisfactory" performance evaluation.
 3. Steps C, D, and E shall be paid upon completion of 26 pay periods with an overall "satisfactory" evaluation.
 4. Merit step increases within the established salary range, may be granted in addition to those above, upon approval of the City Manager.
 5. When a step increase is denied, there shall be another performance evaluation of the employee within thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the

withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.

6. Due to inferior work, lack of application, or indifferent attitude, an employee's step may be reduced to a lower step upon recommendation of the supervisor and approval of the department director. Right of appeal is provided under SECTION 35 (DISCIPLINARY APPEALS), given that the Public Safety Officers' Procedural Bill of Rights provides for an appeal. The reasons for the lowering of a step shall be given in writing to the employee.
 7. All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.
- D. A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:01 a.m. (Midnight) Monday two weeks thereafter. The first pay period under this MOU shall commence at 12:01 a.m., Tuesday, December 23, 2008.

SECTION 5: SPECIAL COMPENSATION

A. Field Training

A Police Officer or Police Detective on a 4/11 schedule, temporarily assigned to act as a Field Training Officer (FTO), while training a full-time Community Service Officer (CSO), Reserve Officer, or Police Officer for whom evaluation and training documentation is required, shall be credited with six-tenths (0.6) hour Compensatory Time Off (CTO) per day, credited at straight time, effective from day one (1) of the assignment. The 0.6 hour CTO credit is not granted in exchange for added work time, but for assuming added responsibilities. The 0.6 hour CTO shall be credited for partial day FTO assignments when four (4) or more hours are worked in the FTO capacity. For FTO's on a 5/8 schedule, the CTO credit shall be four-tenths (0.4) hour per day. For FTO's on a 4/10 schedule, the CTO credit shall be five-tenths (0.5) hour per day.

Effective July 7, 2009, the above referenced CTO shall be discontinued and a Police Officer temporarily assigned to act as a Field Training Officer (FTO), while training a full-time Community Service Officer (CSO), Reserve Officer, or Police Officer for whom evaluation and training documentation is required, shall be paid twenty dollars (\$20.00) per day, effective from day one (1) of the assignment.

B. Acting Pay

1. Effective January 6, 2009, when assigned as an Acting Sergeant for more than one-half of the hours in a regular shift, an employee shall receive fifteen dollars (\$15.00) per shift as Acting Pay, regardless of the

employee's work schedule. Such acting assignments require the approval of the employee's immediate supervisor and the Lieutenant.

2. Effective January 6, 2009, when an assignment as an Acting Sergeant extends beyond twenty-one (21) consecutive days, the Acting Sergeant shall begin receiving five percent (5%) Acting Pay, prospectively, in lieu of the \$15.00 per shift. Holidays and regularly scheduled days off shall not interrupt the calculation of consecutive days. Assignments as an Acting Sergeant for more than twenty-one (21) consecutive days shall require completion of a Personnel Action form.

C. Equestrian Overtime Pay

Effective January 6, 2009, officers assigned to the Equestrian Unit shall be compensated for three and four-tenths (3.4) hours of equestrian care and exercise, paid at time and one-half, for each pay period. Additional equestrian care outside of regularly scheduled duty hours shall be compensated at time and one-half when approved in advance by the Operations Division Commander. Work hours on regularly scheduled duty days may be adjusted by the department to permit equestrian training on duty time.

D. Canine Pay

1. The City and MPOA agree that the average amount of time required for proper kennel care is 28 minutes per day, (or 0.47 of an hour per day). This equates to 6.58 hours per pay period (0.47 of an hour times 14 days per pay period). This is based upon a survey of all Modesto Police Canine Handlers. Kennel care includes, but is not limited to, time spent in feeding, grooming, and cleaning the kennel area and personal vehicle used to transport the canine.
2. Effective February 22, 2005, the following formula shall be implemented for kennel care:
 - a. Officers assigned with a canine shall be paid 2.8 hours per pay period (0.2 of an hour per day times 14 days per pay period) at their regular rate of pay, at time and one-half.
 - b. The remaining 3.78 hours per pay period shall be compensated at straight time, and given to the officer as release time. Although it is understood the remaining 3.78 hours per pay period equates to 8.22 hours per month (3.78 hours per pay period times 2.175 pay periods per month), the CITY and MPOA agree the handler will receive 8.5 hours per month as release time. This release time shall be taken off in the same month as earned, and shall not accrue month to month. This time off shall be approved by the officer's immediate supervisor, subject to staffing needs of the department.

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

E. Call Back

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

F. Bilingual Pay

1. Effective January 6, 2009, employees who communicate orally in Spanish and/or Southeast Asian languages common to this area, who pass the CITY's proficiency examination and who agree to utilize this skill in the course of their duties, shall be eligible for two and three fourths percent (2.75%) Bilingual Pay. In the event an employee is

multilingual, the maximum Bilingual Pay received by any employee remains at two and three-fourths percent (2.75%).

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

G. Senior Officer and Senior Detective

1. Effective January 6, 2009, Senior Officer and Senior Detective pay shall be one percent (1%) with ten (10) years experience as a full-time salaried Peace Officer with the Modesto Police Department, and an additional one percent (1%) with fifteen (15) years experience as a full-time salaried Peace Officer with the Modesto Police Department, in addition to the Advanced POST Certification pay. There shall be no limitation on the number of Senior Officers or Senior Detectives.
2. Requirements
 - a. Those employees who held status as Master Officers or Master Detectives on July 1, 2007 and were grandfathered into Senior Officer or Senior Detective pay status shall not receive the additional 1% until they acquire fifteen (15) years experience as a full-time salaried Peace Officer with the Modesto Police Department. Eligibility for Senior pay does not require former status as a Master Officer/Detective.

- b. Possession of an Advanced POST Certificate.
- c. Compliance with any physical fitness standards adopted for Police Officers or Detectives.

H. POST Certification Pay

1. Effective January 9, 2007, employees who possess an Intermediate POST Certificate shall be eligible for one percent (1%) certification pay, increasing to two percent (2%) effective January 8, 2008. Intermediate POST Certificate pay will be increased to two and a half percent (2.5%) effective February 1, 2011.
2. Effective January 9, 2007, employees who possess an Advanced POST Certificate shall be eligible for two (2%) certification pay, increasing to four percent (4%) effective January 8, 2008. The Advanced POST Certificate pay will be increased to five percent (5%) effective February 1, 2011,
3. Employees receiving Advanced POST pay shall not receive additional Intermediate POST pay.

I. Motorcycle Maintenance

Employees assigned a take home motorcycle shall be eligible for release time of up to four (4) hours per month (equal to 1.84 hours per pay period) for the maintenance of the motorcycle. This release time shall be taken off in the same month as earned and shall not accrue month to month. This release time shall be approved by the officer's immediate supervisor, subject to staffing needs of the department.

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

SECTION 6: OVERTIME

A. Overtime

1. Except as otherwise provided herein, employees shall be compensated at a rate of time and one-half of their regular rate of pay for all time worked outside of their scheduled duty days as defined in SECTION 21 (WORK SCHEDULES), without regard to time actually worked in any day or given period of time.
2. It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of Department Directors to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of their

employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The CITY has the right to require each employee to work overtime as necessary. To the extent possible and in the sole discretion of the Department Director, preplanned and non-specialized overtime will be distributed equitably among qualified employees within the department.

3. All overtime worked must be reported by the employee to the supervisor the day or shift following the day or shift in which the overtime was worked.
4. Overtime shall be compensated at time and one-half and shall be paid or recorded as compensatory time, at the employee's discretion, except as follows: when working a voluntary overtime assignment where the funding is from a non-City of Modesto source and the funding is restricted as to its use, or where funding is from a City of Modesto non-General Fund restricted source, compensation shall be paid as overtime and shall not be recorded as compensatory time. Such restricted sources of funding shall include, but are not limited to, designated grants, special districts, state/federal transit and airport security, and non-General Fund parking revenue.

B. Compensatory Time

1. Compensatory time-off may be taken with the mutual consent of the employee and the employee's supervisor or Department Director.
2. Employees hired prior to January 6, 2009 will be paid, as part of the last paycheck received in March, June, September, and December for all compensatory time over two hundred forty (240) hours. Employees hired on or after January 6, 2009 will be paid, as part of the last paycheck received in March, June, September and December for all compensatory time over two hundred (200) hours.
3. Employees may request payment of compensatory time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided.
4. Employees should have regular working hours when feasible. Daily work schedules may be adjusted by mutual consent of the employee and supervisor or Department Director.

SECTION 7: COURT OVERTIME

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

1. If set within two hours' time of the beginning of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the appearance time and concluding at the beginning of the shift.
 2. If set within two hours' time of the ending of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the shift ending time, and concluding with the completion of the court appearance.
- B. Employees who have been subpoenaed for a court appearance shall be required to verify that their presence is still needed by checking the calendar posted in the department at the end of their duty day the day before the scheduled appearance and by calling the recording in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This shall be an uncompensated call. If the scheduled appearance falls during an employee's weekend, they shall be required to check the posted calendar at the end of their last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.
- C. A minimum of one (1) hour during a duty day, or a day off, at the employee's straight time rate shall be recorded when an employee has been subpoenaed for a court appearance and is required to telephone the Court Liaison Officer during off duty hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour at the employee's straight time rate shall be recorded if the employee is required to call back after 12:00 p.m. while off duty. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. Call-in pay shall only be recorded if the employee is not required to appear in court during the AM or PM in which the call-in was made, respectively.
- D. A court appearance outside of a regularly scheduled duty day shift shall be considered overtime and shall be compensated at time and one-half.
1. On a duty day or day off, and outside of the two hour gap, a minimum of four (4) overtime hours shall be recorded for the first appearance on that day and for required court related time at the Police Department immediately prior to or following an appearance. If, on such a day, a second court appearance is required, a separate minimum of four (4) overtime hours shall be recorded, provided that the second appearance is required to begin after the previous four (4) hours minimum awarded that day is expired. When the second court appearance is required during the previous four (4) hour minimum no additional pay shall be recorded until the previous four (4) hour minimum shall have expired, at which time hour for hour overtime shall resume.

2. On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day off or vacation day must be approved prior to the date that a subpoena is received.
 3. Employees who schedule leave utilizing vacation, holiday or compensatory time off for the same day that the employee previously was subpoenaed for a court appearance, shall be compensated as if the employee was not on vacation, but working the employee's regularly assigned shift in accordance with SECTION 7 (COURT OVERTIME) of this MOU.
- E. Employees assigned to a 4/10 schedule must advise their immediate supervisor of any subpoena they receive for a day which would be their regular day off (RDO). The supervisor may adjust the employee's RDO to another date within two weeks of the originally scheduled RDO.
- F. For employees assigned to the 4-11 schedule for 5th platoon, the first duty day for 5th platoon which starts at 2000 hours will be recognized as an RDO for court overtime purposes. The first scheduled RDO of 5th platoon which ends at 0700 hours will be recognized as continuation of shift on a duty day. Court appearances beyond two hours at the end of shift will be considered a four (4) hour minimum.
- G. 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.
- H. Retirees who have received a subpoena through the course and scope of their employment as a sworn officer are required to telephone the Court Liaison Officer prior to the court date to inquire whether the retiree must appear. A minimum of one (1) hour at the straight time pay rate shall be paid for this inquiry. An additional one (1) hour at the straight time pay rate shall be paid if the retiree is required to call back. The Police Chief shall establish a time that retirees must call the Court Liaison Officer. This compensation shall only be paid if the retiree is not required to appear in court.

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

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

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

SECTION 8: UNIFORMS AND UNIFORM ALLOWANCES

A. Uniforms

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

B. Motor Officer Equipment

The CITY shall provide department approved safety goggles, gloves, helmet, leather jacket, one pair of riding pants and one pair of boots to all police officers regularly assigned to ride a motorcycle for traffic enforcement duty, and replace as needed with approval of the Captain. Said items shall remain CITY property and may be re-issued at the discretion of the Captain.

C. Uniform Allowance

Effective January 8, 2008, each employee will be paid, a uniform allowance of ninety-four dollars (\$94.00) per month.

SECTION 9: TAKE HOME VEHICLES

- A. Effective January 6, 2009, all Detectives who reside within a thirty-five (35) mile radius of the City of Modesto shall be assigned vehicles for overnight use. Other employees may be assigned vehicles for overnight use at the discretion of the Police Chief or designee. An employee who resides outside the thirty-five (35) mile radius may be assigned a vehicle for overnight use at the discretion of the Police Chief or designee. The CITY may require that a vehicle be turned in when an employee is scheduled to be absent from duty for more than three (3) duty days.
- B. Effective April 28, 2009, all employees who are assigned take home vehicles and who reside beyond the thirty-five (35) mile radius shall reimburse the CITY for all commute miles in excess of the thirty-five (35) mile radius. Such reimbursements shall be paid monthly and shall be at the per mile fuel rate established by Fleet Services. Reimbursement shall not be required for any commute miles related to call backs. The fuel rates for sedans and motorcycles are subject to change effective July 1st of each year. MPOA will be notified of the rates by June 1st of each year and may request to meet and consult with the CITY on the fuel rate calculations.

SECTION 10: EDUCATIONAL PARTNERSHIP PROGRAM

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

SECTION 11: RETIREMENT

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

SECTION 12: RETIREE HEALTH INSURANCE

- A. Employees may elect on a one-time basis at retirement to purchase health, dental and/or vision insurance under a CITY authorized plan. Upon the

death of a retired employee enrolled in one of the plans, surviving dependents retain eligibility for enrollment in the plans.

B. Leave Conversion

1. Effective fiscal year 1990-91, employees who retire after five (5) years of service in good standing may, on a one time basis, have ninety (90%) percent of their unused sick leave applied by the CITY upon retirement to premiums for health insurance plans covered by the CITY. Said insurance shall be provided in an amount up to that contributed to active employees, as needed to cover the cost of retiree health premiums at the rate of one (1) month of premium contributions for each eight (8) hours of sick leave. The CITY's contribution to active employees without dependent coverage shall be further defined as that amount contributed to active employees on the lowest priced HMO health plan, including Dental and Vision, for plan years 2009-2010 and 2010-2011. Upon death of the employee, the employee's spouse, or registered domestic partner or dependents shall remain eligible to receive the remaining benefit under the same terms and conditions.
2. In addition, effective November 9, 1993, or the closest pay period thereto, for retirees who retired after July 1, 1990, and elect to have dental and/or vision insurance, the CITY shall contribute an amount up to that contributed to the CITY's dental insurance plan and/or the CITY's vision insurance plan for active employees, for the same number of months as calculated for health insurance.
3. Employees who select paragraph 1 above may, in addition to converting accrued sick leave to health insurance, convert accrued compensatory time, vacation leave, holiday time, and grand fathered holiday time upon retirement to premiums for health insurance plans covered by the CITY on the same basis as sick leave. Any amount of compensatory time, vacation leave or holiday time so applied shall be subtracted from the cash out of such leaves/times provided for in this MOU.

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

1. \$535.00 monthly for **retirees without dependent coverage**, effective August 1, 2008. This contribution rate is subject to change August 1, 2009, and August 1, 2010, pursuant to paragraph B, 1, above.
2. \$957.00 monthly for **retirees with dependent coverage**, effective August 1, 2008. This amount shall increase to:

Monthly	Effective
\$1050.00	August 1, 2009
\$1125.00	August 1, 2010

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

- D. 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.

At the time a retiree initially moves or during any open enrollment period or IRS-approved life change situation, a retiree who lives out of the HMO service area, or out of state, may elect to use multiple monthly increments (up to a maximum of three (3) months) of their accumulated sick leave conversion benefits to offset higher health insurance premiums for plans sponsored by the CITY. During any subsequent open enrollment, the retiree may reduce the number of multiple increments. Retirees electing this option will be required to sign an acknowledgement form that indicates they understand that they will be using their benefit proportionately.

Effective fiscal year 1994-1995, the CITY will notify retirees of the amount of their insurance premiums on an annual basis and will no longer provide monthly statements. Retirees will be responsible for submitting their appropriate monthly premium.

SECTION 13: HEALTH, DENTAL, VISION INSURANCE

- A. All employees in regular positions shall participate in the health, dental and vision programs authorized by the CITY.
- B. Effective August 1, 1995, employees may opt out of participation in a health plan, but shall continue to participate in the CITY dental and vision plans. The Opt-out option may only be exercised during the CITY's open enrollment period, or in coordination with spouse/domestic partner's open enrollment period, and requires that the employee show proof of alternate employer-sponsored health coverage. The Chiropractic and Psychological Services plans are not available under the Opt-out option. No cash payments will be made in-lieu of health coverage, but deferred compensation contributions will be provided as designated below.
- C. There shall be a waiting period for new employees before they become eligible for health, dental or vision insurance benefits. Eligibility shall start

with the beginning of the payroll period following completion of two full pay periods.

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

1. \$478.50 bi-weekly (\$957.00 monthly) for **employees with dependent coverage**, effective July 22, 2008. This amount shall increase to:

Bi-weekly	Monthly	Effective
\$525.00	\$1050.00	July 21, 2009
\$562.50	\$1125.00	July 20, 2010

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

Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of the City contributions not needed to pay for the combined total premiums shall be directed to the employee's Health Savings Account.

Effective July 21, 2009, active employees with dependent coverage who are enrolled in the CITY-sponsored High Deductible Health Plan shall be eligible to receive a health savings incentive in the amount of \$25.00 bi-weekly (\$50.00/mo.) for health plan year 2009-2010, increasing to \$35.00 bi-weekly (\$70.00/mo.) for plan year 2010-2011. This health saving incentive shall be available to active employees, only, and shall be directed to the employee's Health Saving Account.

2. \$267.50 bi-weekly (\$535.00 monthly) for **employees without dependent coverage**, effective July 22, 2008.

Effective July 21, 2009, the CITY's contribution for health plan years 2009-2010 and 2010-2011 shall be equal to the actual premium for the lowest cost HMO plan, including Dental and Vision, for each of those respective plan years.

The CITY's contribution for health plan year 2011-2012 shall be as designated in a successor MOU. Should a successor MOU not be adopted by the effective date of the plan year 2011-2012, the CITY's contribution shall remain at the amount established for plan year 2010-2011 until such time as a new agreement is adopted.

For employees without dependent coverage, the CITY shall make a contribution to the employee's deferred compensation account administered by the CITY, in an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the combined total premiums. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, any balance of said City contributions not needed to pay for the combined total premiums shall be directed to the employee's Health Savings Account.

3. \$212.50 bi-weekly (\$425.00 monthly) for **employees who opt out of health coverage**, effective July 22, 2008.

Effective July 21, 2009, the CITY's contributions for health plan years 2009-2010 and 2010-2011 shall be equal to 80% of the designated CITY contribution for employees without dependent coverage, for each of those respective plan years.

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

- E. Employees in regular positions budgeted less than 80 hours per pay period or in job shared positions, shall receive premium contributions on a pro-rated basis.
- F. Except as otherwise required by law, employees on leave without pay in excess of forty (40) hours in a pay period shall not receive a contribution from the CITY towards premium payment and coverage shall cease, unless the premium is paid by the employee. Employees on leave without pay who return to work shall have their health, dental and vision insurance benefits reinstated on the first day of the pay period following the employee's return to work.
- G. The CITY shall continue a Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums, for unreimbursed medical expenses and for dependent care costs.
- H. The CITY agrees to provide the benefits described in this Section subject to carrier requirements. Selection of the insurance provider(s), shall be within the sole discretion of the CITY.

SECTION 14: LONG TERM DISABILITY INSURANCE

Effective December 1, 1993, the CITY shall provide employees covered under this contract with a Long Term Disability program sponsored through PORAC. Said disability program covers all disabilities, ON or OFF duty, due to an accident,

illness or pregnancy to age 65 if totally disabled and unable to work at any occupation. The CITY will pay a maximum of \$19.50 per month per officer and add to each officer's annual income when reporting gross annual income as other related income for tax purposes. The purpose of this program is to provide said police officers a monthly benefit amount up to 66 2/3% of their monthly salary (to a maximum of \$7,500 in monthly salary) not to exceed \$5,000 payable per month when totally disabled. This benefit amount will be reduced by any income from other sources as stated in said policy. The Plan provides for a 60-day waiting period; however, this waiting period may be reduced for officers having less than 60 days of accumulated sick leave as stated in said policy.

SECTION 15: LIFE INSURANCE

Effective December 1, 1999, the CITY shall provide all employees with term life insurance coverage in the amount of \$10,000. Employees shall have the option to buy additional coverage at their own expense.

SECTION 16: PSYCHOLOGICAL COUNSELING PROGRAM

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

SECTION 17: VACATION

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

<u>Years of Continuous Service after Hire</u>	<u>Work Hours Earned Annually</u>
During 0 - 5	80
Beginning 6	120
7	128
8	136
9	144
10	152
11	160
12	164
13	168
14	172
15	176
16	180
17	184
18	188

19	192
20	196
21	200

- B. Employees may not accrue vacation time in excess of twice their annual vacation accrual rate, provided that no employee shall lose vacation time to meet the needs of the Department.
- C. The following rules and regulations are established for the administration of vacation benefits:
 - 1. All vacation leave must be approved by the Department Director or designated representative.
 - 2. Employees in regular positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.
 - 3. Negative Vacation:
 Effective December 13, 2005, employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the City to recover any negative balance still owed to the City upon the employee's separation from service. Such recovery shall be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.
 - 4. Vacation leave shall be compensated at the employee's regular hourly rate of pay.
 - 5. An employee about to retire, or who is to be laid off, may utilize his/her accrual prior to the effective date of any such retirement or layoff. In lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the CITY.
- D. In the event an employee leaving CITY service has taken vacation leave prior to the time all of the leave is earned, the employee shall reimburse the CITY for time used but not earned.

- E. Employees are expected to take vacation leave to which they are entitled. Accumulation of vacation leave shall not exceed twice the employee's annual allowance except as approved by the City Manager for exceptional or extraordinary conditions.
- F. Vacations shall be scheduled with both due regard for the employee's wishes and the needs of the CITY.
- G. Employees leaving CITY service shall be paid for earned but unused vacation leave.
- H. Seniority will be used to determine vacation schedules for those submitting requests by January 31 of each calendar year. Management will respond to the requests by February 28 of each calendar year. If multiple requests are submitted prior to this date, the requests shall be prioritized. A maximum of three (3) vacation time period requests shall be prioritized. All first priority requests shall be considered in order of seniority prior to any second priority requests. All second priority requests shall be considered in order of seniority prior to any third priority requests. After January 31, vacations will be determined on a first-come, first-served basis.
- I. The Police Chief shall have the right to determine the number of personnel on vacation at any one time.
- J. All other administrative procedures and policies relating to this section shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 18: HOLIDAYS

- A. The first pay period of January of each year, employees assigned to the 4/11 schedule shall be credited with eighty-eight (88) hours of accrued holiday time, reduced by nineteen (19) hours as required by the 4/11 schedule, for a net of sixty-nine (69) hours. See SECTION 21, C, (WORK SCHEDULES). In addition, the pro-rata portion of the MPOA Time Bank (SECTION 37) shall be deducted from the remaining sixty-nine (69) hours. This time bank deduction shall occur the second pay period in January of each year. Employees assigned to the 4/11 schedule are not entitled to any additional compensation when the holiday falls on their regular work day.
- B. The CITY recognizes the following holidays, which are valued at eight (8) hours each (for a total of 88 hours), regardless of the employee's work schedule. Holiday time taken off, is taken on an hour-for-hour basis.
 - 1. Floating Holiday
 - 2. New Years Day
 - 3. Dr. Martin Luther King Jr. Day

4. Presidents' Day
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Veterans' Day
 9. Thanksgiving Day
 10. Day after Thanksgiving
 11. Christmas Day
- C. 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.
- D. Whenever an employee (excluding those employees assigned to the 4/11 schedule) is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour for hour basis, up to a total of eight (8) hours floating holiday time.
- E. For employees assigned to a 4/10 schedule, whenever a holiday falls on the employee's regularly scheduled work day, a two (2) hour deduction will be made from the employee's holiday account, or, if no regular holiday time is available, from the employee's regular CTO account, then vacation account. This two (2) hour deduction is necessary in order to account for a ten (10) hour day.
- F. Employees on leave without pay the last scheduled work day before and/or the first scheduled work day after a fixed holiday shall not receive holiday pay.
- G. On December 21, 1999, on a one-time basis, each employee's accrued holiday time shall be placed in a separate "grand fathered" holiday account. This time may be taken by the employee as time off, cashed out at straight time or carried over year to year.
- H. After December 21, 1999, each employee will be paid, as part of the last paycheck received in March, June, September, and December of each year, for all holiday time over one hundred (100) hours in their regular holiday account.
- I. Except for those employees on the 4/11 schedule, employees may request payment of holiday time to be included as part of a regular paycheck so long as the request is for at least twenty (20) hours and sufficient notice, as determined by the Finance Director, is provided. Employees may request payment from either their regular holiday account or their "grand fathered" account.
- J. Employees on the 4/11 schedule may cash out a maximum of ten (10) hours of holiday time from their regular holiday account, the first pay period in

February of each year. (The first pay period in February is defined as the pay period in which February 1 falls.) All remaining holiday time in the employee's regular holiday account shall be taken as time off, or shall be forfeited at the end of each calendar year. (The end of the calendar year is defined as the last day of the last full pay period, ending on or before December 31.)

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

- K. Prior to an employee's promotion to a management classification, all holiday time in excess of fifty (50) hours (regular holiday account and "grand fathered" account combined), shall be compensated in cash at straight time rates.
- L. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 19: SICK LEAVE

- A. After completion of six (6) full pay periods, an employee may use sick leave.
- B. Sick leave shall be accrued at the rate of 3.7 hours per pay period starting with the first full pay period following appointment. Such leave is used on an hour for hour basis.
- C. Employees may accumulate up to two thousand two hundred (2,200) hours of sick leave.
- D. Sick leave shall not accrue when an employee is absent on any leave other than vacation leave, workers' compensation (4850 time), bereavement leave, jury duty or temporary military leave.
- E. In order to qualify for sick leave, an employee must be unfit for their work as a result of illness or injury. Sick leave shall not be used for an injury or illness arising out of or incurred in connection with outside employment.
- F. In order to receive sick leave, an employee must notify the supervisor not later than the start of the employee's work day.
- G. Employees may use sick leave for occasional dental, pregnancy, or medical appointments for themselves, when it is not reasonably feasible to do so during off duty time.

- H. Employees may use up to one-half of their annual sick leave accrual in any calendar year to attend to the illness of the employee's child, parent, spouse or registered domestic partner as provided in Section 233 of the Labor Code. Use of sick leave beyond this amount may not be used to attend an ill family member, except in the case of critical illness as determined by the CITY, or as authorized by the Police Chief.
- I. Employees leaving CITY employment shall forfeit all unused sick leave except as follows:
 - 1. Employees who leave CITY employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five (25) percent of the first one thousand (1,000) hours and twenty (20) percent of the following twelve hundred (1,200) hours of unused sick leave.
 - 2. Effective fiscal year 1990-91, employees who retire after five (5) years of service in good standing may, on a one-time basis, have ninety (90%) percent of their unused sick leave applied by the CITY upon retirement to premiums for health insurance plans covered by the CITY. See SECTION 12, B, (RETIREE HEALTH INSURANCE).
- J. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 20: MISCELLANEOUS LEAVE

A. Disability Leave

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

B. Pregnancy Leave

Pregnant employees shall furnish the Department Director, no later than the fourth month of pregnancy, a statement of the medical provider indicating the estimated delivery date. A pregnant employee is entitled to pregnancy disability leave of up to four (4) months, the dates of which are to be mutually agreed by the employee and Department Director, provided that the employee is required to take leave two weeks prior to the estimated delivery date and continuing for two (2) weeks following delivery, unless the physician submits written approval for the employee to work during these periods. An

employee may elect to take accrued vacation, compensating time off or sick leave during pregnancy disability leave, except that sick leave may only be used for that period of time during which the employee is sick or disabled. Reinstatement after such leave shall be to the same classification held prior to the leave.

C. Military Leave

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

D. Leave of Absence

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

E. Family Leave

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

2. Family leave provides that after completion of one full year of service (and have worked at least 1,250 hours during the twelve (12) months preceding the leave), an employee may take an unpaid family leave of up to twelve (12) weeks in a twelve (12) month period for the following covered events:
 - a. the birth, adoption or foster placement of a child;
 - b. the employee's own serious health condition; or
 - c. the serious health condition of the employee's child, parent, spouse or registered domestic partner.
3. After a continuous absence of thirty (30) calendar days for any covered event described herein the employee shall be placed on family leave. While on family leave an employee may elect to utilize any accrued vacation, holiday or compensating time off. Accrued sick leave may only be used for the period of an employee's actual illness/injury or when authorized for the employee's care of a critically ill child, parent, spouse or registered domestic partner. While on family leave, the CITY shall continue to pay contributions towards the employee's health, dental and vision plan at the same rate it did while the employee was on "active" status, unless the employee chooses to discontinue coverage. State law provides that family leave is separate and distinct from pregnancy disability leave.

F. Catastrophic Leave

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

employee decisions to donate or not donate to a leave bank are kept confidential and that employees are not pressured to participate. All donations shall remain confidential.

3. The maximum time that may be initially donated into an employee's leave bank account is 1040 hours. To be eligible to receive more than the original 1040 hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work or the employee terminates.
4. An employee may donate vacation, holiday, grand fathered holiday, CTO or sick leave hours in increments of four (4) hours to a specific employee for which a leave bank has been created. An employee may donate leave only if their own total accrued leave balance(s) remains in excess of 168 hours. An employee may donate a maximum of 40 hours of sick leave to any one employee in a calendar year. Donated hours shall be credited to the leave bank of the affected employee as sick leave on an "as needed" basis. Once the authorized hours are credited to the leave bank of the affected employee, the donation of leave hours is irreversible.
5. When an employee is utilizing leave bank hours, they will not accrue any leave time.
6. Employees wishing to donate time shall complete and submit the required form to the Personnel Office. After review, the form will be forwarded to the Finance Department for payroll action and adjustment to donor and recipient's paid leave balance.
7. In no event shall donated time have the effect of altering the employment rights of the CITY or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The CITY reserves the right to modify or terminate an established leave bank program for any employee as it deems necessary.

G. Bereavement Leave

An employee may be granted up to three (3) days of bereavement leave by the Department Director in cases of death in the "immediate family" (mother, father, spouse, registered domestic partner, brother, sister, child, grandmother, grandfather, or mother or father of a spouse or registered domestic partner). In cases of necessity, two additional days of leave may be granted by the Department Director, to be charged against accumulated sick leave. Under extraordinary circumstances, additional time may be granted by the City Manager. In the case of disagreement between an employee and the Department Director over use of bereavement leave or additional days under sick leave, the employee may request an immediate review by the City Manager.

H. Jury Duty

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

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

SECTION 21: WORK SCHEDULES

- A. Effective during the month of February 2000, employees covered by this MOU generally work one of the following: a "5/2," "4/11" or a "4/10" work week. Employees assigned to a temporary special assignment may be assigned to work a schedule other than their regular schedule. Any special assignment work schedule not contained herein, shall be subject to meet and confer. Should the parties fail to reach agreement on a specific assignment work schedule, the CITY may implement a schedule to meet the needs of the department.

B. Five-Two (5/2) Schedule

1. The 5/2 work week shall consist of five (5) consecutive duty days for which the employee shall work eight (8) hours per day, followed by two (2) days off, in a twenty-eight (28) day work period.
2. Officers assigned to Youth Services assignments and who work a 5/2 work schedule, shall receive sixty (60) hours of School Police Time off (SPT) on September 1 of each year. In the event officers are transferred in or out of Youth Services assignments during the school year, the sixty (60) hours shall be prorated at two and nine-tenths (2.9) hours per pay period for the school year. (The school year is defined as the twenty-one (21) pay periods commencing mid-August and concluding mid-June.) SPT is not recognized as regular CTO as described in SECTION 6 B: Compensatory Time, of the MOU. SPT must be taken off during the school year in which it is received or forfeited. SPT is not available for cash out, even upon separation from employment. Officers who transfer out of Youth Services during the summer months shall not carry SPT on the books. All SPT must have been used during the school year for which it was advanced, or forfeited. City payroll shall maintain SPT balances.

C. Four-Eleven (4/11) Schedule

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

2. Starting times for 4/11 shifts will be 0600, 0900, 1200, 1630, and 2000 hours. These starting shift times may be adjusted by mutual consent of the employee and their immediate supervisor.
3. The 4/11 schedule requires that employees work fifty-five (55) hours per year in addition to their regular schedule. Of these fifty-five (55) hours, thirty-six (36) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of nine (9) hours, excluding lunch. The remaining nineteen (19) hours are owed to the CITY and shall be deducted from the employee's annual holiday entitlement. See SECTION 18 (HOLIDAYS).
4. Employees assigned to a 4/11 schedule will have a paid lunch break of thirty (30) minutes coupled with one fifteen (15) minute paid break, for a total of forty-five (45) minutes. The lunch break shall commence at the time the employee arrives at the location where the lunch break is taken.
5. Employees shall remain available by phone or radio, and are subject to recall at any time during their lunch break. In the event of a recall or missed lunch break, there will be no additional compensation.

D. Four-Ten (4/10) Schedule

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

E. Training Days

1. Based on the availability of instructors, training sites, and training resources, the CITY will endeavor to schedule training days on the first

or last regular day off of A or B squad, and on a Tuesday, Wednesday or Thursday.

2. No leave time shall be used for a training day absence except for pre-approved vacations or extended sick leave. Employees absent on a training day must notify the Watch Commander at the start of the training day. Employees must make up the missed training day on a regularly scheduled day off.

F. Joint Power Agreements

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

G. Lunch Breaks

1. Employees in uniform or marked vehicles may take their lunch break at:
 - a. The Modesto Police Department, regardless of the number of employees present.
 - b. Any place accessible to the public; as long as no more than four (4) marked police cars, and no more than six (6) uniformed employees are present. This limitation may be extended at the discretion of the Watch Commander.
 - c. The employee's residence or the residence of an immediate family member (i.e., mother, father, spouse, registered domestic partner, brother, sister, child, grandmother, grandfather, or mother or father of their spouse or registered domestic partner). If the residence is more than one (1) mile outside the Modesto City limits, authorization from the Bureau Commander is required.
2. MPOA shall actively encourage its members to adhere to the provisions of this paragraph.

H. Regular Day Off Adjustments

1. Effective January 6, 2009, and subsequent calendar years, the Department may adjust regularly scheduled days off for employees working a 4/11 schedule assigned to the Traffic or Street Crimes Unit in order to work the following respective events at straight time:

Cinco de Mayo events weekend (two days)
Fourth of July (one day)

2. The Department will endeavor to provide employees assigned to these units with as much notice as possible when adjusting their regularly scheduled days off in order to accommodate events. If the Department fails to give at least fourteen (14) calendar days notice prior to the event, all hours worked shall be paid at time and a half.
 3. Employees affected by adjustment of their days off may submit a preferred work schedule to accommodate the event and their days off within the twenty-four (24) day work period, which will be subject to approval by their supervisor. If an adjustment for any of the above listed events creates a hardship for an employee due to a prior commitment (i.e., anniversary, birthday, reunion or other previously scheduled activity), the employee may be excused by the Division Commander.
- I. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 22: SHIFT BIDDING

- A. Employees assigned to general police field duties within the Operations Division may bid for shift assignments based on seniority. Shift assignments are four (4) consecutive calendar months. Determining seniority is defined in SECTION 29 (DEPARTMENTAL SENIORITY).
- B. Subject to the remaining provisions of this paragraph, employees assigned to general police field duties may submit shift bids during the months of November, March, and July for the following four-month period.
1. Following nine (9) consecutive assignments to the same shift, an officer shall rotate off that shift by bidding for another shift assignment.
 2. 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
 3. 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.
 4. All police officers who have not successfully completed their initial probationary period prior to the posting of the seniority list, may be exempted from the shift bidding process at the discretion of the Operations Division Commander.

5. Officers assigned to specialized units such as S.W.A.T., C.I.T., K-9, Equestrian, and Field Training may also bid for shift assignments based on seniority within the department. However, it is understood that only one member may be assigned to a particular shift squad due to the need for adequate coverage by specialized units, or to prevent a concentration of those personnel on any one squad or shift.
- C. Upon reaching the age of forty-eight (48), an employee may exercise the option in writing of not working between midnight and 5:00 a.m., unless otherwise provided for in this MOU.
 - 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 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 SECTION 2 of the MOU, nor shall it infringe upon any of the Management Rights contained therein. Specifically, Management retains the right to assign and transfer employees.
 3. The Police Chief is the final authority in assigning personnel and such decisions shall not be subject to the grievance procedure, arbitration, or considered as discipline.
 - E. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 23: SPECIAL ASSIGNMENTS

- A. With the exception of Detective Trainee, there shall be a five (5) consecutive year limit to the assignment of a Police Officer to special assignments. A special assignment is defined as any assignment that removes the employee from regular patrol duties. 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 before being assigned to another special assignment.
- B. In the event an officer has fulfilled the maximum term limit and must vacate a special assignment, but the department has not received any interest from qualified applicants, the incumbent officer may, with approval of the Police Chief, extend the assignment one (1) year. However, if the department receives interest from qualified applicants during the one (1) year extension,

the incumbent officer must vacate the special assignment at the end of the one (1) year extension in order to fill the position with an applicant. The one (1) year extension may be repeated if the preceding conditions persist.

- C. Detective Trainees are defined as Police Officers assigned to Investigations Division in the following details currently designated as:
 - 1. Crimes Against Persons
 - 2. Special Investigations
 - 3. Crimes Against Property
 - 4. Economic Crimes
 - 5. Auto Theft
 - 6. Gang Violence Suppression Unit

- D. Detective Trainee assignments shall be for a maximum of two (2) consecutive years. The ratio of Detective Trainees to allocated Detective positions (department-wide) shall not exceed one (1) Detective Trainee to three (3) Detective positions. Detective Trainees may be assigned responsibility of multiple case management.

SECTION 24: MODIFIED DUTY

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

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

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

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

SECTION 25: JOB SHARING

- A. The CITY will make reasonable accommodation for an employee in a regular position who desires to share his/her job with another qualified employee or eligible person. Jobs may be shared on an hourly or daily basis provided the combined total scheduled hours do not exceed more than 80 hours per pay period. An employee who works less than 40 hours per pay period shall not be

eligible to receive any benefits for which the CITY pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half (1/2) of the CITY's contribution towards insurance premiums, as well as their own, if any. All other benefits for job sharing employees shall be as provided in the appropriate section of this MOU, but on a pro-rated basis based upon a total 80 hour pay period.

- B. Each employee shall be notified in writing by the Department Director at the time of appointment and such notification will clearly define the benefits to which each employee is entitled. Work schedules for job sharers shall be approved in advance by the Department Director with a minimum one week notice for scheduled changes. In the event that one employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.
- C. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 26: OUTSIDE EMPLOYMENT AND SERVICE AGREEMENTS

- A. All employees shall request the approval of the CITY prior to beginning any outside business or employment. Such business or employment shall not affect the time or quality of their CITY work or cast discredit upon or create embarrassment for the CITY.
- B. The Police Chief is authorized, upon approval of the City Manager, to assign sworn personnel to CITY activities such as stakeouts, serving search warrants, conducting raids and performing other special police work, when such activities are not part of their normal case assignments. Personnel are to be paid for extra time worked at time and one-half. The personnel will complete any departmental prescribed forms and will sign on and off the work register at the Police Department.
- C. The Police Chief is also authorized, upon approval of the City Manager, to assign personnel who volunteer to perform special police services on their off-duty time for employers separate and independent from CITY (private, public or non-profit) who will reimburse the CITY for the cost of such service. All such voluntary work shall be paid at straight time at the hourly rate equivalent to time and one-half of the pay rate for Police Officer at salary range 308 step E, rounded up to the next dollar, regardless of the employee's actual classification or pay step. All other requirements and procedures shall be as contained in the General Order for Outside Service Agreements. Changes to this General Order shall be made at any time by the Police Chief, following fourteen (14) days written notice to MPOA. If MPOA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the change(s) will have on employees.

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

SECTION 27: RESIDENCY

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

SECTION 28: PERFORMANCE EVALUATIONS

- A. There shall be periodic performance evaluations of all employees which shall be discussed with the employee and made a matter of record. If the evaluation shows an employee's work to be below standard, the supervisor shall take appropriate steps to encourage improvement, and may set a definite period in which improvement is expected; failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, or dismissal.
- B. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 29: DEPARTMENTAL SENIORITY

- A. The parties agree to implement the following procedure in order to establish departmental seniority for new employees, or current City employees hired as Police Officer Trainee and Police Officer for the City of Modesto. The parties further agree that the establishment of this departmental seniority shall in no way effect the provisions of the MPOA MOU, SECTION 32 REDUCTION IN FORCE PROCEDURES; Personnel Rule 11, SEPARATION FROM THE SERVICE; nor Personnel Administrative Order 11-83-9, SEPARATION PROCEDURE.
- B. Seniority shall be established upon the date the new employee, or current City employee, is sworn in as a "full-time police officer" for the City of Modesto. In the event more than one person is sworn in on the same date, preference shall be given in the following order.
 1. Any person who has previous, full-time sworn law enforcement experience. In the event there are two or more candidates to be sworn in on the same date, seniority preference shall be determined by random selection.
 2. Any person having graduated from a California POST certified academy. In the event there are two or more candidates to be sworn in on the same date, seniority preference shall be determined by the highest overall academy score. If any academy scores are tied, seniority will be determined by random selection.

SECTION 30: PROBATION

- A. Employees shall serve a combined total probationary period of eighteen (18) months after appointment as a Police Officer Trainee. (Defined as from date of hire or promotion to Police Officer Trainee through the period of time they complete probation in the Police Officer classification.) Individuals whose initial appointment is to the classification of Police Officer, shall serve a twelve (12) month probationary period. All appointments to the classification of Detective shall be for a probationary period of twelve (12) months. During the probationary period, the employee shall be evaluated on conduct, performance, attitude, adaptability and job knowledge. During the probationary period an employee may be released at any time without right of appeal. Written notice of release shall be furnished to the probationer.
- B. Except when an employee has been terminated for cause, an employee released from probation during or at the conclusion of probation following a promotion, shall be reinstated to the position previously held, at the former salary step.
- C. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 31: LATERAL POLICE OFFICER HIRING INCENTIVES

- A. **Definition of Lateral Police Officer** -- The parties agree to the salary and benefit incentives for Lateral Police Officer new hires, as outlined below, effective July 17, 2003. For the purpose of receiving employment incentives, a "Lateral Police Officer" new hire is defined as one who meets all of the following criteria:
 - has at least one (1) year of sworn law enforcement experience, while in possession of a POST Basic Certificate, and
 - the one year of qualifying experience was with a California law enforcement agency, and
 - was employed as a sworn officer in a California law enforcement agency at the time of the City's offer of employment.
- B. **Salary Step Placement** – This chart reflects the step placements which will normally be available to Lateral hires. Nevertheless, the Police Chief shall still retain the right to hire any employee at any step within the range, per MPOA MOU SECTION 4.C.1 (SALARY).

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

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

- C. **Step Increase** – Consideration for step increase shall occur following completion of 13 full payperiods (approximately six months) from date of hire, and shall require an “exceptional” performance evaluation rating, per MPOA MOU SECTION 4.C.1 (SALARY).
- D. **Probationary Period** – Individuals whose initial appointment is to the classification of Police Officer, shall serve a twelve (12) month probation.
- E. **Vacation Accrual** – Vacation accrual will be based upon years of law enforcement service. Past service which will qualify for advanced vacation accrual shall be limited to sworn law enforcement work, excluding basic academy, voluntary or police reserve service. The Police Chief retains the right to determine qualifying service.

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

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

G. Court Appearances

1. If an employee is subpoenaed to court due to his/her prior law enforcement employment, the Police Chief may utilize any, or all, of the following options:
 - a. Provide regular pay if the court appearance occurs during the employee's regular duty day and shift
 - b. Adjust the employee's regular duty day or shift, to enable the court appearance to fall during duty time
 - c. Provide straight-time pay for court appearances on a non-duty day or shift, for actual time spent in court. No court overtime or court minimums shall apply.
 - d. Regular paid time shall not be granted for time spent in court on personal cases in which the employee is an interested party and the case is not connected with his/her official duties with a former law enforcement employer.

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

SECTION 32: REDUCTION IN FORCE PROCEDURES

- A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare a layoff list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the CITY's needs, with particular regard for length of service with the CITY. For purposes of establishing seniority for layoff, the ranks of Police Officer and Detective shall be considered a single classification. Nevertheless, the CITY retains the right to determine which ranks are subject to reduction.

- B. Whenever there is a reduction in workforce, the CITY shall first demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards. Employees with the least continuous CITY service shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.

- C. If there are no vacant positions in a lower class available, the CITY shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class for which the minimum

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

- D. If there are no vacant positions or bumping possibilities, the CITY shall lay off employees within a department and classification. Employees with the least continuous CITY service shall be laid off first. All persons laid off shall have their names placed on the classification reinstatement eligible list.
- E. 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.
- F. Names shall be placed on classification reinstatement eligible lists in the order of continuous CITY service. Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.
- G. Any Detective who demotes or who is reinstated to the rank of Police Officer, shall subsequently be reinstated to the rank of Detective as vacancies arise, based on seniority. Said reinstatement to Detective shall be on a non-competitive basis if the reinstatement to Detective occurs within two (2) years of the layoff or demotion.
- H. 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 workforce.
 - 3. A salary as nearly as possible equivalent to that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.
- I. 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.

- J. 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.
- K. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.
- L. Layoffs and demotions shall be made without regard to race, color, national origin, religion, sex, age, citizenship, or physical handicap.
- M. Whenever any provision of this section conflicts with any other section of this MOU or any Personnel Rules or Personnel Administrative Orders, the provisions of this section shall prevail.
- N. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 33: NON-DISCIPLINARY ACTIONS – REVIEW

- A. Non-disciplinary actions (hereafter "actions") are considered as any written communication, not addressed in SECTION 34 (DISCIPLINARY ACTIONS), from a supervisor to an employee intended to be maintained in any file for any amount of time, excluding personnel evaluations.
- B. The following is an appeal procedure for the employee who believes that the non-disciplinary action contains factually erroneous information which is adverse to his/her interest:
 - 1. Upon receipt of a non-disciplinary action, an employee shall have the right to file a written response within thirty days of receipt which shall be attached to the action.
 - 2. If there are disputed facts contained in the action, the employee should document the disputed facts in his/her written response to and attempt to settle the dispute with the supervisor. If attempts to reach accord are unsuccessful, the employee may appeal the action.
 - 3. If the employee wishes to appeal, he or she shall forward the action and response to the Police Chief via the chain of command. The Police Chief shall assign the appeal to sworn personnel, outside the chain of command of the employee, who normally investigate internal affairs, for a fact-finding investigation.
 - 4. The investigation shall only confirm or deny the disputed facts of the appeal. The results of the investigation shall be documented and

attached to the appeal. The appeal shall then be returned to the Police Chief for review.

5. The Police Chief shall review the appeal in its entirety. The Police Chief shall determine the matter by adopting the action in its entirety, modifying the action or rejecting the action. The Police Chief shall notify the employee of his decision in writing via the chain of command. No further appeal shall be permitted except in the event of any modification which invokes other appeal rights.
 6. If the action is adopted or modified, it shall be maintained in the appropriate files for only the amount of time specified in the action and it shall contain all documentation, including but not limited to the action, the employee's response, the investigation report and the Chief's decision. If the action is rejected, it shall be returned to the employee and not maintained in any file.
- C. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 34: DISCIPLINARY ACTIONS

- A. The following shall constitute cause for disciplinary action, including dismissal, demotion, disciplinary probation, suspension, and written reprimand.
1. Violation of the City Charter.
 2. Violation of the Modesto Municipal Code.
 3. Violation of the personnel Rules or Personnel Administrative Orders.
 4. Fraud in securing employment.
 5. Incompetency.
 6. Inefficiency.
 7. Inexcusable neglect of duty.
 8. Insubordination.
 9. Dishonesty.
 10. Being under the influence of alcohol or controlled substances while on duty.
 11. Inexcusable absence without leave.

12. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
 13. Discourteous treatment of the public or other employees.
 14. Misuse of City property.
 15. Violation of any established departmental rule, regulation, policy, general order 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, religious creed, color, national origin, ancestry, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, marital status, sex, sexual orientation, or age, against the public or other employees while acting in the capacity of a CITY employee.
 18. Substantial and credible threats of violence or acts of violence against any City employee made in the course of employment which creates a hostile, abusive, or intimidating work environment. This will not preclude acts consistent with appropriate law enforcement practices or procedures.
- B. The CITY may demote an employee whose ability to perform required duties falls below an acceptable standard, or for disciplinary purposes. Upon request of an employee, and approval by the City, demotion may be made to a vacant position as a substitution for lay-off.
 - C. The CITY may suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.
 - D. The CITY may dismiss an employee at any time for cause. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.
 - E. The CITY may place an employee on disciplinary probation for a specified period not to exceed one (1) year. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement as a condition to such status.
 - F. The CITY may issue a written reprimand to an employee at any time for disciplinary purposes.

- G. The parties acknowledge, and the CITY shall continue to comply with, the provisions under the Public Safety Officers Procedural Bill of Rights (PSOPBR) Government Code Section 3300-3313. For employees' convenience, a copy of the PSOPBR is attached to this MOU.
- H. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 35: DISCIPLINARY APPEALS

A. Non-Arbitrable Appeals

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

B. Arbitrable Appeals

1. Employees shall have the right to appeal any dismissal, suspension, step reduction, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoff, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, appeal shall be provided for through the process in SECTION 36 (GRIEVANCES).

2. A notice of appeal must be filed in writing with the Personnel Director within thirty (30) days following written notice to the employee of the discipline.
3. Upon filing the notice of appeal, the city shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The CITY and employee shall alternately strike names from the list until only one name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first. As an alternative, the parties may stipulate to the use of any person as a hearing officer whether identified on the list or not.
4. The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.
5. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at the hearing will constitute a withdrawal of the appeal and the discipline will stand and be final, unless the failure to appear is the result of a verifiable emergency that prevents the employee from attending the hearing. A verifiable emergency shall not include any situation where the employee fails to notify the Personnel Director by close of business on the day preceding the first day of the hearing unless said emergency occurs after the close of business. In all cases where the employee fails to attend the hearing and the hearing is postponed, the employee shall bear any and all hearing officer and/or court reporter costs associated with the postponement.
6. Oral evidence at the hearing shall be taken only on oath or affirmation.
7. Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence; and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.
8. The hearing need not be conducted according to the provisions of the California Evidence Code, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which

responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply. Irrelevant and unduly repetitious evidence shall be excluded.

9. Evidence of specific instances of a complainant's sexual conduct with individuals other than the alleged perpetrator is presumed inadmissible absent an offer of proof establishing its relevance and reliability and that its probative value is not substantially outweighed by the probability that its admission will create substantial danger of undue prejudice or confuse the issue. For purpose of this paragraph, "complainant" means any person claiming to have been subjected to conduct which constitutes sexual harassment, sexual assault, or sexual battery.
 10. At the request of either of the parties, the CITY shall employ a competent court reporter to record the proceedings.
 11. Parties to the proceedings shall include the appellant and a management employee from appellant's department. If either party requests it, the Hearing Officer may exclude from the hearing room any witness not at the time under examination so that the witness may not hear the testimony of other witnesses, but a party to the proceedings may not be so excluded. In addition, each side may designate other representatives to attend the hearing provided these representatives do not testify at the hearing.
 12. The Hearing Officer shall, after the matter is submitted, prepare and file findings and decisions. The decisions of the Hearing Officer shall be final and binding. The decisions shall be rendered as quickly as possible with due regard for the hardships that may result from undue delay.
 13. The cost of the Hearing Officer and court reporter shall be divided equally between the CITY and the employee. The Hearing Officer and court reporter shall separately bill the CITY and the appellant for one-half of the cost of their respective services.
- C. All other administrative policies and procedure shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 36: GRIEVANCES

- A. The purpose of this Section is to establish a grievance procedure on wages, salaries, hours and working conditions for which appeal is not provided by other regulations. The procedure is a systematic means of obtaining further

consideration of a problem after reasonable efforts to resolve it through discussion has failed. Grievances should be settled as near as possible to their source and in as informal a setting as possible.

- B. An employee should first attempt to resolve a grievance through discussion with the supervisor without delay. If the employee is not satisfied with such discussion, then the employee has the right to talk with the supervisor's supervisor. If the employee does not agree with the decision reached through such discussion, within ten (10) days of the decision a formal written grievance may be filed. Informal grievances shall not be taken above the department or division head.
- C. Formal written grievances shall be presented to the Department Director. The Department Director shall review the grievance with the employee. Employees have the right to be represented at any such reviews. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU SECTIONS or personnel practices and the specific remedy requested. The Department Director shall send a written decision to the employee within fifteen (15) days of receipt of the grievance. If the employee does not agree with the decision, or if no answer is received within fifteen (15) calendar days, the employee may present the grievance to the City Manager in writing. Failure of the employee to take further action within ten (10) calendar days of receipt of the decision, or within twenty-five (25) calendar days if no decision is rendered, shall be deemed withdrawal of the grievance.
- D. The City Manager, or designated representative, shall review the grievance with the employee, the employee's representative, if any, and with all other appropriate persons. The City Manager may also appoint a fact-finding committee or other employee not in the normal line of supervision to give advice on the grievance. The City Manager shall render a decision to the employee in writing within twenty (20) calendar days after receiving the grievance. The decision of the City manager shall be final, unless the employee requests a hearing before a hearing officer.
- E. If a hearing is requested, the CITY shall request a list of five (5) hearing officers from the State Mediation and Conciliation Service. The CITY and MPOA shall alternately strike names from the list until only one name remains and the remaining name shall be that of the hearing officer. At the conclusion of the hearing, the hearing officer shall make recommendations to the City Manager. The decision of the City Manager shall be final.
- F. The time limits specified above may be extended to definite dates by mutual consent of the parties.
- G. An employee may request assistance from another person of their choosing in preparing for and presenting a grievance at any level of review.

Preparation of grievances shall not be done on CITY time or in CITY facilities.

- H. Employees shall be assured freedom from reprisal for using the grievance procedure.
- I. All other administrative policies and procedures shall be as contained in the Personnel Rules and Personnel Administrative Orders.

SECTION 37: MPOA TIME BANK AND PRESIDENT ASSIGNMENTS

- A. Effective January 1st of each year each employee covered by this MOU shall contribute an equal amount of hours or portion thereof of regular holiday time to create a pool of eight hundred (800) hours to be used for MPOA business. The unused hours in any year shall be carried over to the next year. The maximum number of hours in Time Bank shall be capped at twelve hundred (1200) hours.
- B. All Time Bank shall be used for MPOA business and shall be approved in advance by the MPOA President. MPOA shall endeavor to provide reasonable and timely notice for all Time Bank leave requests. This does not include MPOA time used for meet and confer or time as authorized by the Police Chief or designee.
 - 1. MPOA time used that does not create a staffing shortage shall be deducted at straight time. A staffing shortage is defined as a situation where staffing levels are below established minimum standards at the time of the request.
 - 2. In the event the use of Time Bank creates a staffing shortage, a volunteer shall be assigned to fulfill the vacancy created. The volunteer shall be paid a minimum of two (2) hours at straight time and any additional hours worked shall be paid at straight time at the employee's regular rate of pay from Time Bank.
 - 3. Any employee exceeding the straight time hours exemption provided by the Fair Labor Standards Act, 29 U.S.C. Section 207 (k), shall be paid for such hours at time and one half. However, if no volunteers are available, the Police Chief, or designee, may order an employee to fulfill the vacancy created. The employee shall be paid a minimum of four (4) hours at time and one half and any additional hours worked paid at time and one half at the employee's regular rate of pay.
- C. In the event where use of Time Bank creates a shortage in staffing that cannot be filled at the time of the request, the Police Chief retains the right to deny the use of Time Bank.

- D. The MPOA President shall be provided with an assignment for the duration of their term, which is not included in minimum staffing counts, to provide the availability and flexibility required to fulfill the office, provided that:
1. When such assignment is outside the operations division, the department retains the right to make an assignment to ensure efficiency; such assignment is not subject to appeal.
 2. When such assignment is inside the operations division and overall staffing minimums are met, the President will be assigned to an "L" car. When staffing minimums are projected to not meet minimum for a period of thirty (30) calendar days or more and with an eight (8) calendar day advance notice, the President shall be assigned a beat. Once staffing minimums are returned, the "L" car assignment shall be resumed.

SECTION 38: MPOA DEDUCTIONS

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

SECTION 39: MPOA BULLETIN BOARD

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

SECTION 40: JOB ACTIONS

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

SECTION 41: NON-SMOKER HIRING PREFERENCE

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

SECTION 42: PENDING ISSUES

The parties agree to meet and confer during the term of this MOU regarding the following issues once comprehensive information has been obtained. In an attempt

to reach a mutual agreement regarding the following issues, it is agreed neither party may impose upon the other party any changes of terms and conditions, nor exercise the provisions set forth in Section 1206 of the Modesto City Charter.

- A. Wellness/Physical Fitness Program: The parties agree to meet and confer to develop a mutually agreed upon wellness/physical fitness program, to be implemented during the term of this agreement.
- B. Retiree Health: The parties agree to continue the evaluation of an alternative Retiree Health Program Structure (RHPS). Should the parties identify a mutually acceptable RHPS, negotiations shall commence on implementation of the selected RHPS.
- C. Hearing Officer Costs: The parties agree to meet and confer on Section 35, B, 13 (Disciplinary Appeals), relating to Hearing Officer costs, during the term of this MOU.
- D. Distribution of Overtime: The parties agree to meet and confer at the department level to establish a process for more equitable distribution of overtime opportunities.

SECTION 43: NON DISCRIMINATION

- A. The CITY and MPOA agree that the provisions of this MOU shall be applied without favor or discrimination based on race, religion, color, creed, ancestry, age, national origin, marital status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, union or association activity. They agree to recognize, respect and support the CITY's commitment to non-discrimination in employment as set forth in the CITY's Equal Opportunity Plan and CITY's Policy Against Harassment and Discrimination. MPOA agrees to encourage its members to assist in the implementation of that program.
- B. MPOA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, ancestry, age, national origin, marital status, medical condition, physical or mental disability or perceived disability, pregnancy-related condition, political affiliation, sex or sexual orientation, job classification or employment status.
- C. MPOA recognizes the CITY must comply with the statutory provisions of the Americans with Disabilities Act (ADA). The ADA requires accommodations for individuals protected under the Act, and that these accommodations be determined on an individual, case-by-case basis. The MPOA recognizes that the CITY has the legal obligation to meet with the individual applicant/employee to be accommodated before any adjustment is made in working conditions. Should compliance with ADA provisions necessitate amendments to this MOU of Understanding, upon fifteen (15) working days

written notice from the CITY, MPOA shall agree to meet and confer. Such notification shall include supporting documentation indicating the basis for required changes to this Agreement. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

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

SECTION 44: APPLICABLE LAW

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

SECTION 45: SEVERABILITY

- A. If any provision of this MOU is declared by legislative action or by a court of competent jurisdiction to be contrary to law, then said provision shall be deemed severable from all other provisions and shall in no way affect the validity of the other provisions.
- B. The CITY and MPOA agree to meet as soon as possible to agree on a substitute provision to that deemed contrary to law. If the CITY and MPOA are unable to agree on a substitute within thirty (30) days of the initial meeting, the matter shall be postponed until the contract negotiations are reopened.
- C. The parties acknowledge that during the negotiations which resulted in this MOU, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this MOU. The express provisions of this MOU for its duration, therefore, constitute the complete and total contract between the CITY and MPOA with respect to wages, hours and other terms and conditions of employment. Any prior or existing MOU between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this MOU, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this MOU, including compensation; provided, however, that the CITY may make changes to the personnel rules and administrative orders consistent with rights MPOA has to meet with the CITY and after fulfilling any obligation the CITY has to meet and confer in good faith.

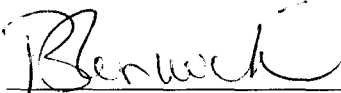
- D. All pertinent ordinances and resolutions shall be revised to conform with this MOU. All other ordinances, resolutions, rules and regulations, practices and policies shall continue in force and effect during the term of this MOU unless modified according to the provisions of this MOU.

SECTION 46: APPROVAL

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

CITY OF MODESTO

MODESTO POLICE OFFICERS ASSOCIATION



Robin Renwick
Personnel Director




Tony Arguelles
President



Michael Harden
Assistant Police Chief



Jeff Protine
Vice President



Joel Broumas
Police Captain



Rigo DeAlba
Secretary



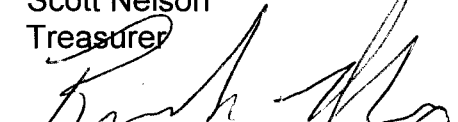
Michael Harris
Police Lieutenant



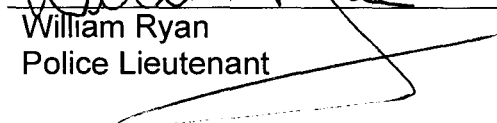
Scott Nelson
Treasurer



William Ryan
Police Lieutenant



Brandon Gillespie
Police Officer



Kim Gillingham
Labor Representative

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 07-08
EFFECTIVE January 8, 2008

SCHEDULE - C GENERAL POLICE CLASSES

RANGE	6.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	22.5256	23.6519	24.8345	26.0762	27.3800	1,802.05	1,892.15	1,986.76	2,086.10	2,190.40	3,919.46	4,115.43	4,321.20	4,537.27	4,764.12
0302	23.0887	24.2431	25.4553	26.7281	28.0645	1,847.10	1,939.45	2,036.42	2,138.25	2,245.16	4,017.44	4,218.30	4,429.21	4,650.69	4,883.22
0303	23.6659	24.8492	26.0917	27.3963	28.7661	1,893.27	1,987.94	2,087.34	2,191.70	2,301.29	4,117.86	4,323.77	4,539.96	4,766.95	5,005.31
0304	24.2575	25.4704	26.7439	28.0811	29.4852	1,940.60	2,037.63	2,139.51	2,246.49	2,358.82	4,220.81	4,431.85	4,653.43	4,886.12	5,130.43
0305	24.8639	26.1071	27.4125	28.7831	30.2223	1,989.11	2,088.57	2,193.00	2,302.65	2,417.78	4,326.31	4,542.64	4,769.78	5,008.26	5,258.67
0306	25.4855	26.7598	28.0978	29.5027	30.9778	2,038.84	2,140.78	2,247.82	2,360.22	2,478.22	4,434.48	4,656.20	4,889.01	5,133.48	5,390.13
0307	26.1226	27.4287	28.8001	30.2401	31.7521	2,089.81	2,194.30	2,304.01	2,419.21	2,540.17	4,545.34	4,772.60	5,011.22	5,261.78	5,524.87
0308	26.7757	28.1145	29.5202	30.9962	32.5460	2,142.06	2,249.16	2,361.62	2,479.70	2,603.68	4,658.98	4,891.92	5,136.52	5,393.35	5,663.00
0309	27.4451	28.8174	30.2583	31.7712	33.3598	2,195.61	2,305.39	2,420.66	2,541.70	2,668.78	4,775.45	5,014.22	5,264.94	5,528.20	5,804.60
0310	28.1312	29.5378	31.0147	32.5654	34.1937	2,250.50	2,363.02	2,481.18	2,605.23	2,735.50	4,894.84	5,139.57	5,396.57	5,666.38	5,949.71
0311	28.8345	30.2762	31.7900	33.3795	35.0485	2,306.76	2,422.10	2,543.20	2,670.36	2,803.88	5,017.20	5,268.07	5,531.46	5,808.03	6,098.44
0312	29.5554	31.0332	32.5849	34.2141	35.9248	2,364.43	2,482.66	2,606.79	2,737.13	2,873.98	5,142.64	5,399.79	5,669.77	5,953.26	6,250.91
0313	30.2943	31.8090	33.3995	35.0695	36.8230	2,423.54	2,544.72	2,671.96	2,805.56	2,945.84	5,271.20	5,534.77	5,811.51	6,102.09	6,407.20
0314	31.0517	32.6043	34.2345	35.9462	37.7435	2,484.14	2,608.34	2,738.76	2,875.70	3,019.48	5,403.00	5,673.14	5,956.80	6,254.65	6,567.37
0315	31.8280	33.4194	35.0904	36.8449	38.6871	2,546.24	2,673.55	2,807.23	2,947.59	3,094.97	5,538.07	5,814.97	6,105.73	6,411.01	6,731.56
0316	32.6237	34.2549	35.9676	37.7660	39.6543	2,609.90	2,740.39	2,877.41	3,021.28	3,172.34	5,676.53	5,960.35	6,258.37	6,571.28	6,899.84
0317	33.4393	35.1113	36.8669	38.7102	40.6457	2,675.14	2,808.90	2,949.35	3,096.82	3,251.66	5,818.43	6,109.36	6,414.84	6,735.58	7,072.36
0318	34.2753	35.9891	37.7886	39.6780	41.6619	2,742.02	2,879.13	3,023.09	3,174.24	3,332.95	5,963.89	6,262.11	6,575.22	6,903.97	7,249.17
0319	35.1322	36.8888	38.7332	40.6699	42.7034	2,810.58	2,951.10	3,098.66	3,253.59	3,416.27	6,113.01	6,418.64	6,739.59	7,076.56	7,430.39
0320	36.0105	37.8110	39.7016	41.6867	43.7710	2,880.84	3,024.88	3,176.13	3,334.94	3,501.68	6,265.83	6,579.11	6,908.08	7,253.49	7,616.15
0321	36.9108	38.7563	40.6941	42.7288	44.8652	2,952.86	3,100.50	3,255.53	3,418.30	3,589.22	6,422.47	6,743.59	7,080.78	7,434.80	7,806.55
0322	37.8336	39.7253	41.7116	43.7972	45.9871	3,026.69	3,178.02	3,336.93	3,503.78	3,678.97	6,583.05	6,912.19	7,257.82	7,620.72	8,001.76
0323	38.7794	40.7184	42.7543	44.8920	47.1366	3,102.35	3,257.47	3,420.34	3,591.36	3,770.93	6,747.61	7,085.00	7,439.24	7,811.21	8,201.77

EXHIBIT A

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 2009-2010
EFFECTIVE June 23, 2009

SCHEDULE - C GENERAL POLICE CLASSES
RANGE 3.00% HOURLY

	HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	23.2014	24.3615	25.5796	26.8586	28.2015	1,856.11	1,948.92	2,046.37	2,148.69	2,256.12	4,037.04	4,238.90	4,450.85	4,673.40	4,907.06
0302	23.7814	24.9705	26.2190	27.5300	28.9065	1,902.51	1,997.64	2,097.52	2,202.40	2,312.52	4,137.96	4,344.87	4,562.11	4,790.22	5,029.73
0303	24.3759	25.5947	26.8744	28.2181	29.6290	1,950.07	2,047.58	2,149.95	2,257.45	2,370.32	4,241.40	4,453.49	4,676.14	4,909.95	5,155.45
0304	24.9853	26.2346	27.5463	28.9236	30.3698	1,998.82	2,098.77	2,203.70	2,313.89	2,429.58	4,347.43	4,564.82	4,793.05	5,032.71	5,284.34
0305	25.6099	26.8904	28.2349	29.6466	31.1289	2,048.79	2,151.23	2,258.79	2,371.73	2,490.31	4,456.12	4,678.93	4,912.87	5,158.51	5,416.42
0306	26.2501	27.5626	28.9407	30.3877	31.9071	2,100.01	2,205.01	2,315.26	2,431.02	2,552.57	4,567.52	4,795.90	5,035.69	5,287.47	5,551.84
0307	26.9064	28.2517	29.6643	31.1475	32.7049	2,152.51	2,260.14	2,373.14	2,491.80	2,616.39	4,681.71	4,915.80	5,161.58	5,419.67	5,690.65
0308	27.5791	28.9581	30.4060	31.9263	33.5226	2,206.33	2,316.65	2,432.48	2,554.10	2,681.81	4,798.77	5,038.71	5,290.64	5,555.17	5,832.94
0309	28.2686	29.6820	31.1661	32.7244	34.3606	2,261.49	2,374.56	2,493.29	2,617.95	2,748.85	4,918.74	5,164.67	5,422.91	5,694.04	5,978.75
0310	28.9753	30.4241	31.9453	33.5426	35.2197	2,318.02	2,433.93	2,555.62	2,683.41	2,817.58	5,041.69	5,293.80	5,558.47	5,836.42	6,128.24
0311	29.6997	31.1847	32.7439	34.3811	36.1002	2,375.98	2,494.78	2,619.51	2,750.49	2,888.02	5,167.76	5,426.15	5,697.43	5,982.32	6,281.44
0312	30.4422	31.9643	33.5625	35.2406	37.0026	2,435.38	2,557.14	2,685.00	2,819.25	2,960.21	5,296.95	5,561.78	5,839.88	6,131.87	6,438.46
0313	31.2033	32.7635	34.4017	36.1218	37.9279	2,496.26	2,621.08	2,752.14	2,889.74	3,034.23	5,429.37	5,700.85	5,985.90	6,285.18	6,599.45
0314	31.9834	33.5826	35.2617	37.0248	38.8760	2,558.67	2,686.61	2,820.94	2,961.98	3,110.08	5,565.11	5,843.38	6,135.54	6,442.31	6,764.42
0315	32.7830	34.4222	36.1433	37.9505	39.8480	2,622.64	2,753.78	2,891.46	3,036.04	3,187.84	5,704.24	5,989.47	6,288.93	6,603.39	6,933.55
0316	33.6026	35.2827	37.0468	38.8991	40.8441	2,688.21	2,822.62	2,963.74	3,111.93	3,267.53	5,846.86	6,139.20	6,446.13	6,768.45	7,106.88
0317	34.4427	36.1648	37.9730	39.8717	41.8653	2,755.42	2,893.18	3,037.84	3,189.74	3,349.22	5,993.04	6,292.67	6,607.30	6,937.68	7,284.55
0318	35.3038	37.0690	38.9225	40.8686	42.9120	2,824.30	2,965.52	3,113.80	3,269.49	3,432.96	6,142.85	6,450.01	6,772.52	7,111.14	7,466.69
0319	36.1864	37.9957	39.8955	41.8903	43.9848	2,894.91	3,039.66	3,191.64	3,351.22	3,518.78	6,296.43	6,611.26	6,941.82	7,288.90	7,653.35
0320	37.0911	38.9457	40.8930	42.9377	45.0846	2,967.29	3,115.66	3,271.44	3,435.02	3,606.77	6,453.86	6,776.56	7,115.38	7,471.17	7,844.72
0321	38.0184	39.9193	41.9153	44.0111	46.2117	3,041.47	3,193.54	3,353.22	3,520.89	3,696.94	6,615.20	6,945.95	7,293.25	7,657.94	8,040.84
0322	38.9689	40.9173	42.9632	45.1114	47.3670	3,117.51	3,273.38	3,437.06	3,608.91	3,789.36	6,780.58	7,119.60	7,475.61	7,849.38	8,241.86
0323	39.9431	41.9403	44.0373	46.2392	48.5512	3,195.45	3,355.22	3,522.98	3,699.14	3,884.10	6,950.10	7,297.60	7,662.48	8,045.63	8,447.92

EXHIBIT B

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 2009-2010
EFFECTIVE February 2, 2010

SCHEDULE - C GENERAL POLICE CLASSES

RANG	2.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	23.6654	24.8487	26.0911	27.3957	28.7655	1,893.23	1,987.90	2,087.29	2,191.66	2,301.24	4,117.78	4,323.68	4,539.86	4,766.86	5,005.20
0302	24.2570	25.4699	26.7434	28.0806	29.4846	1,940.56	2,037.59	2,139.47	2,246.45	2,358.77	4,220.72	4,431.76	4,653.35	4,886.03	5,130.32
0303	24.8634	26.1066	27.4119	28.7825	30.2216	1,989.07	2,088.53	2,192.95	2,302.60	2,417.73	4,326.23	4,542.55	4,769.67	5,008.16	5,258.56
0304	25.4850	26.7593	28.0973	29.5022	30.9773	2,038.80	2,140.74	2,247.78	2,360.18	2,478.18	4,434.39	4,656.11	4,888.92	5,133.39	5,390.04
0305	26.1221	27.4282	28.7996	30.2396	31.7516	2,089.77	2,194.26	2,303.97	2,419.17	2,540.13	4,545.25	4,772.52	5,011.13	5,261.69	5,524.78
0306	26.7752	28.1140	29.5197	30.9957	32.5455	2,142.02	2,249.12	2,361.58	2,479.66	2,603.64	4,658.89	4,891.84	5,136.44	5,393.26	5,662.92
0307	27.4446	28.8168	30.2576	31.7705	33.3590	2,195.57	2,305.34	2,420.61	2,541.64	2,668.72	4,775.36	5,014.11	5,264.83	5,528.07	5,804.47
0308	28.1307	29.5372	31.0141	32.5648	34.1930	2,250.46	2,362.98	2,481.13	2,605.18	2,735.44	4,894.75	5,139.48	5,396.46	5,666.27	5,949.58
0309	28.8340	30.2757	31.7895	33.3790	35.0480	2,306.72	2,422.06	2,543.16	2,670.32	2,803.84	5,017.12	5,267.98	5,531.37	5,807.95	6,098.35
0310	29.5549	31.0326	32.5842	34.2134	35.9241	2,364.39	2,482.61	2,606.74	2,737.07	2,873.93	5,142.55	5,399.68	5,669.66	5,953.13	6,250.80
0311	30.2938	31.8085	33.3989	35.0688	36.8222	2,423.50	2,544.68	2,671.91	2,805.50	2,945.78	5,271.11	5,534.68	5,811.40	6,101.96	6,407.07
0312	31.0511	32.6037	34.2339	35.9456	37.7429	2,484.09	2,608.30	2,738.71	2,875.65	3,019.43	5,402.90	5,673.05	5,956.69	6,254.54	6,567.26
0313	31.8274	33.4188	35.0897	36.8442	38.6864	2,546.19	2,673.50	2,807.18	2,947.54	3,094.91	5,537.96	5,814.86	6,105.62	6,410.90	6,731.43
0314	32.6231	34.2543	35.9670	37.7654	39.6537	2,609.85	2,740.34	2,877.36	3,021.23	3,172.30	5,676.42	5,960.24	6,258.26	6,571.18	6,899.75
0315	33.4387	35.1106	36.8661	38.7094	40.6449	2,675.10	2,808.85	2,949.29	3,096.75	3,251.59	5,818.34	6,109.25	6,414.71	6,735.43	7,072.21
0316	34.2747	35.9884	37.7878	39.6772	41.6611	2,741.98	2,879.07	3,023.02	3,174.18	3,332.89	5,963.81	6,261.98	6,575.07	6,903.84	7,249.04
0317	35.1316	36.8882	38.7326	40.6692	42.7027	2,810.53	2,951.06	3,098.61	3,253.54	3,416.22	6,112.90	6,418.56	6,739.48	7,076.45	7,430.28
0318	36.0099	37.8104	39.7009	41.6859	43.7702	2,880.79	3,024.83	3,176.07	3,334.87	3,501.62	6,265.72	6,579.01	6,907.95	7,253.34	7,616.02
0319	36.9101	38.7556	40.6934	42.7281	44.8645	2,952.81	3,100.45	3,255.47	3,418.25	3,589.16	6,422.36	6,743.48	7,080.65	7,434.69	7,806.42
0320	37.8329	39.7245	41.7107	43.7962	45.9860	3,026.63	3,177.96	3,336.86	3,503.70	3,678.88	6,582.92	6,912.06	7,257.67	7,620.55	8,001.56
0321	38.7787	40.7176	42.7535	44.8912	47.1358	3,102.30	3,257.41	3,420.28	3,591.30	3,770.86	6,747.50	7,084.87	7,439.11	7,811.08	8,201.62
0322	39.7482	41.7356	43.8224	46.0135	48.3142	3,179.86	3,338.85	3,505.79	3,681.08	3,865.14	6,916.20	7,262.00	7,625.09	8,006.35	8,406.68
0323	40.7419	42.7790	44.9180	47.1639	49.5221	3,259.35	3,422.32	3,593.44	3,773.11	3,961.77	7,089.09	7,443.55	7,815.73	8,206.51	8,616.85

EXHIBIT C

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 2010-2011
EFFECTIVE August 31, 2010

SCHEDULE - C RANGE	GENERAL POLICE CLASSES					BY-WEEKLY					MONTHLY				
	2.00%	HOURLY					A	B	C	D	E	A	B	C	D
0301	24.1387	25.3456	26.6129	27.9435	29.3407	1,931.10	2,027.65	2,129.03	2,235.48	2,347.26	4,200.14	4,410.14	4,630.64	4,862.17	5,105.29
0302	24.7422	25.9793	27.2783	28.6422	30.0743	1,979.38	2,078.34	2,182.26	2,291.38	2,405.94	4,305.15	4,520.39	4,746.42	4,983.75	5,232.92
0303	25.3608	26.6288	27.9602	29.3582	30.8261	2,028.86	2,130.30	2,236.82	2,348.66	2,466.09	4,412.77	4,633.40	4,865.08	5,108.34	5,363.75
0304	25.9948	27.2945	28.6592	30.0922	31.5968	2,079.58	2,183.56	2,292.74	2,407.38	2,527.74	4,523.09	4,749.24	4,986.71	5,236.05	5,497.83
0305	26.6447	27.9769	29.3757	30.8445	32.3867	2,131.58	2,238.15	2,350.06	2,467.56	2,590.94	4,636.19	4,867.98	5,111.38	5,366.94	5,635.29
0306	27.3108	28.6763	30.1101	31.6156	33.1964	2,184.86	2,294.10	2,408.81	2,529.25	2,655.71	4,752.07	4,989.67	5,239.16	5,501.12	5,776.17
0307	27.9936	29.3933	30.8630	32.4062	34.0265	2,239.49	2,351.46	2,469.04	2,592.50	2,722.12	4,870.89	5,114.43	5,370.16	5,638.69	5,920.61
0308	28.6934	30.1281	31.6345	33.2162	34.8770	2,295.47	2,410.25	2,530.76	2,657.30	2,790.16	4,992.65	5,242.29	5,504.40	5,779.63	6,068.60
0309	29.4107	30.8812	32.4253	34.0466	35.7489	2,352.86	2,470.50	2,594.02	2,723.73	2,859.91	5,117.47	5,373.34	5,641.99	5,924.11	6,220.30
0310	30.1460	31.6533	33.2360	34.8978	36.6427	2,411.68	2,532.26	2,658.88	2,791.82	2,931.42	5,245.40	5,507.67	5,783.06	6,072.21	6,375.84
0311	30.8997	32.4447	34.0669	35.7702	37.5587	2,471.98	2,595.58	2,725.35	2,861.62	3,004.70	5,376.56	5,645.39	5,927.64	6,224.02	6,535.22
0312	31.6722	33.2558	34.9186	36.6645	38.4977	2,533.78	2,660.46	2,793.49	2,933.16	3,079.82	5,510.97	5,786.50	6,075.84	6,379.62	6,698.61
0313	32.4640	34.0872	35.7916	37.5812	39.4603	2,597.12	2,726.98	2,863.33	3,006.50	3,156.82	5,648.74	5,931.18	6,227.74	6,539.14	6,866.08
0314	33.2756	34.9394	36.6864	38.5207	40.4467	2,662.05	2,795.15	2,934.91	3,081.66	3,235.74	5,789.96	6,079.45	6,383.43	6,702.61	7,037.73
0315	34.1075	35.8129	37.6035	39.4837	41.4579	2,728.60	2,865.03	3,008.28	3,158.70	3,316.63	5,934.71	6,231.44	6,543.01	6,870.17	7,213.67
0316	34.9602	36.7082	38.5436	40.4708	42.4943	2,796.82	2,936.66	3,083.49	3,237.66	3,399.54	6,083.08	6,387.24	6,706.59	7,041.91	7,394.00
0317	35.8342	37.6259	39.5072	41.4826	43.5567	2,866.74	3,010.07	3,160.58	3,318.61	3,484.54	6,235.16	6,546.90	6,874.26	7,217.98	7,578.87
0318	36.7301	38.5666	40.4949	42.5196	44.6456	2,938.41	3,085.33	3,239.59	3,401.57	3,571.65	6,391.04	6,710.59	7,046.11	7,398.41	7,768.34
0319	37.6484	39.5308	41.5073	43.5827	45.7618	3,011.87	3,162.46	3,320.58	3,486.62	3,660.94	6,550.82	6,878.35	7,222.26	7,583.40	7,962.54
0320	38.5896	40.5191	42.5451	44.6724	46.9060	3,087.17	3,241.53	3,403.61	3,573.79	3,752.48	6,714.59	7,050.33	7,402.85	7,772.99	8,161.64
0321	39.5543	41.5320	43.6086	45.7890	48.0785	3,164.34	3,322.56	3,488.69	3,663.12	3,846.28	6,882.44	7,226.57	7,587.90	7,967.29	8,365.66
0322	40.5432	42.5704	44.6989	46.9338	49.2805	3,243.46	3,405.63	3,575.91	3,754.70	3,942.44	7,054.53	7,407.25	7,777.60	8,166.47	8,574.81
0323	41.5568	43.6346	45.8163	48.1071	50.5125	3,324.54	3,490.77	3,665.30	3,848.57	4,041.00	7,230.87	7,592.42	7,972.03	8,370.64	8,789.18

EXHIBIT D

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 2010-2011
EFFECTIVE February 1, 2011

SCHEDULE - C GENERAL POLICE CLASSES

RANGE	3.00% HOURLY					BY-WEEKLY					MONTHLY				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
0301	24.8629	26.1060	27.4113	28.7819	30.2210	1,989.03	2,088.48	2,192.90	2,302.55	2,417.68	4,326.14	4,542.44	4,769.56	5,008.05	5,258.45
0302	25.4845	26.7587	28.0966	29.5014	30.9765	2,038.76	2,140.70	2,247.73	2,360.11	2,478.12	4,434.30	4,656.02	4,888.81	5,133.24	5,389.91
0303	26.1216	27.4277	28.7991	30.2391	31.7511	2,089.73	2,194.22	2,303.93	2,419.13	2,540.09	4,545.16	4,772.43	5,011.05	5,261.61	5,524.70
0304	26.7746	28.1133	29.5190	30.9950	32.5448	2,141.97	2,249.06	2,361.52	2,479.60	2,603.58	4,658.78	4,891.71	5,136.31	5,393.13	5,662.79
0305	27.4440	28.8162	30.2570	31.7699	33.3584	2,195.52	2,305.30	2,420.56	2,541.59	2,668.67	4,775.26	5,014.03	5,264.72	5,527.96	5,804.36
0306	28.1301	29.5366	31.0134	32.5641	34.1923	2,250.41	2,362.93	2,481.07	2,605.13	2,735.38	4,894.64	5,139.37	5,396.33	5,666.16	5,949.45
0307	28.8334	30.2751	31.7889	33.3783	35.0472	2,306.67	2,422.01	2,543.11	2,670.26	2,803.78	5,017.01	5,267.87	5,531.26	5,807.82	6,098.22
0308	29.5542	31.0319	32.5835	34.2127	35.9233	2,364.34	2,482.55	2,606.68	2,737.02	2,873.86	5,142.44	5,399.55	5,669.53	5,953.02	6,250.65
0309	30.2931	31.8078	33.3982	35.0681	36.8215	2,423.45	2,544.62	2,671.86	2,805.45	2,945.72	5,271.00	5,534.55	5,811.30	6,101.85	6,406.94
0310	31.0504	32.6029	34.2330	35.9447	37.7419	2,484.03	2,608.23	2,738.64	2,875.58	3,019.35	5,402.77	5,672.90	5,956.54	6,254.39	6,567.09
0311	31.8267	33.4180	35.0889	36.8433	38.6855	2,546.14	2,673.44	2,807.11	2,947.46	3,094.84	5,537.85	5,814.73	6,105.46	6,410.73	6,731.28
0312	32.6224	34.2535	35.9662	37.7645	39.6527	2,609.79	2,740.28	2,877.30	3,021.16	3,172.22	5,676.29	5,960.11	6,258.13	6,571.02	6,899.58
0313	33.4380	35.1099	36.8654	38.7087	40.6441	2,675.04	2,808.79	2,949.23	3,096.70	3,251.53	5,818.21	6,109.12	6,414.58	6,735.32	7,072.08
0314	34.2740	35.9877	37.7871	39.6765	41.6603	2,741.92	2,879.02	3,022.97	3,174.12	3,332.82	5,963.68	6,261.87	6,574.96	6,903.71	7,248.88
0315	35.1309	36.8874	38.7318	40.6684	42.7018	2,810.47	2,950.99	3,098.54	3,253.47	3,416.14	6,112.77	6,418.40	6,739.32	7,076.30	7,430.10
0316	36.0092	37.8097	39.7002	41.6852	43.7695	2,880.74	3,024.78	3,176.02	3,334.82	3,501.56	6,265.61	6,578.90	6,907.84	7,253.23	7,615.89
0317	36.9094	38.7549	40.6926	42.7272	44.8636	2,952.75	3,100.39	3,255.41	3,418.18	3,589.09	6,422.23	6,743.35	7,080.52	7,434.54	7,806.27
0318	37.8321	39.7237	41.7099	43.7954	45.9852	3,026.57	3,177.90	3,336.79	3,503.63	3,678.82	6,582.79	6,911.93	7,257.52	7,620.40	8,001.43
0319	38.7779	40.7168	42.7526	44.8902	47.1347	3,102.23	3,257.34	3,420.21	3,591.22	3,770.78	6,747.35	7,084.71	7,438.96	7,810.90	8,201.45
0320	39.7473	41.7347	43.8214	46.0125	48.3131	3,179.78	3,338.78	3,505.71	3,681.00	3,865.05	6,916.02	7,261.85	7,624.92	8,006.18	8,406.48
0321	40.7410	42.7781	44.9170	47.1629	49.5210	3,259.28	3,422.25	3,593.36	3,773.03	3,961.68	7,088.93	7,443.39	7,815.56	8,206.34	8,616.65
0322	41.7595	43.8475	46.0399	48.3419	50.7590	3,340.76	3,507.80	3,683.19	3,867.35	4,060.72	7,266.15	7,629.47	8,010.94	8,411.49	8,832.07
0323	42.8035	44.9437	47.1909	49.5504	52.0279	3,424.28	3,595.50	3,775.27	3,964.03	4,162.23	7,447.81	7,820.21	8,211.21	8,621.77	9,052.85

EXHIBIT E

ATTACHMENT 1: PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

GOVERNMENT CODE SECTION 3300-3313

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

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

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