

**MEMORANDUM
OF
UNDERSTANDING**

between the

CITY OF MODESTO

and the

**MODESTO CONFIDENTIAL AND
MANAGEMENT ASSOCIATION**

**July 22, 2008
through
June 22, 2009**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1. TERM.....	1
ARTICLE 2. CITY MANAGEMENT RIGHTS.....	1
ARTICLE 3. REPRESENTATION	1
ARTICLE 4. RENEGOTIATIONS.....	1
ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS	2
ARTICLE 6. PERFORMANCE EVALUATION.....	3
ARTICLE 7. PROBATION.....	4
ARTICLE 8. PAY PERIOD DEFINITION.....	5
ARTICLE 9. WORKWEEK DEFINITION	5
ARTICLE 10. STANDARD TOUR OF DUTY.....	5
ARTICLE 11. APPROVED WORK SCHEDULES	5
ARTICLE 12. LEAVE USAGE ACCRUALS.....	6
ARTICLE 13. REST PERIODS FOR NON-EXEMPT EMPLOYEES	6
ARTICLE 14. OVERTIME FOR NON-EXEMPT EMPLOYEES	6
ARTICLE 15. CALL-DUTY PAY	7
ARTICLE 16. CALL-BACK PAY FOR NON-EXEMPT EMPLOYEES.....	8
ARTICLE 17. ACTING AND OUT-OF-CLASS PAY	9
ARTICLE 18. MANAGEMENT/CONFIDENTIAL LEAVE.....	9
ARTICLE 19. VACATION.....	10
ARTICLE 20. HOLIDAYS	11
ARTICLE 21. SICK LEAVE	13
ARTICLE 22. CATASTROPHIC LEAVE.....	16
ARTICLE 23. BEREAVEMENT LEAVE.....	17

ARTICLE 24.	LEAVES OF ABSENCE	17
ARTICLE 25.	JOB SHARING	20
ARTICLE 26.	LICENSE, CERTIFICATES, REGISTRATION	21
ARTICLE 27.	PAY DIFFERENTIALS	23
ARTICLE 28.	DRESS, GROOMING AND UNIFORMS	24
ARTICLE 29.	VEHICLE ALLOWANCE	25
ARTICLE 30.	DEFERRED COMPENSATION	25
ARTICLE 31.	HEALTH, DENTAL, VISION INSURANCE	25
ARTICLE 32.	RETIREE HEALTH INSURANCE	27
ARTICLE 33.	EMPLOYEE ASSISTANCE PLAN.....	28
ARTICLE 34.	LONG TERM DISABILITY INSURANCE.....	28
ARTICLE 35.	LIFE INSURANCE.....	28
ARTICLE 36.	RETIREMENT	28
ARTICLE 37.	EDUCATIONAL AND TRAINING ALLOWANCES	29
ARTICLE 38.	ANNUAL PHYSICAL EXAMINATION	29
ARTICLE 39.	OUTSIDE EMPLOYMENT	30
ARTICLE 40.	LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE	30
ARTICLE 41.	GRIEVANCE PROCEDURE	32
ARTICLE 42.	DISCIPLINARY ACTIONS	34
ARTICLE 43.	DISCIPLINARY APPEALS	36
ARTICLE 44.	TIME BANK.....	37
ARTICLE 45.	CREDIT ASSOCIATION DEDUCTIONS.....	38
ARTICLE 46.	COMMUTER BUS PASSES	38
ARTICLE 47.	EMPLOYEE PARKING	38
ARTICLE 48.	NON DISCRIMINATION.....	38

ARTICLE 49. PENDING ISSUE 39

ARTICLE 50. JOB ACTIONS 40

ARTICLE 51. SEVERABILITY..... 40

ARTICLE 52. PROVISIONS OF LAW 41

ARTICLE 53. APPROVAL..... 41

EXHIBIT 1. CLASSIFICATIONS AND SALARY RANGES 42

EXHIBIT 2. SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09.. 45

EXHIBIT 3. MCMA APPROVED ALTERNATE WORK SCHEDULES..... 49

ATTACHMENT A: DEFINITIONS..... 51

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MODESTO AND
THE MODESTO CONFIDENTIAL AND MANAGEMENT ASSOCIATION
July 22, 2008 – June 22, 2009**

PREAMBLE

It is the purpose of this **Memorandum of Understanding** (hereinafter referred to as "MOU") to set forth the wages, hours and other terms and conditions of employment for employees represented by the **Modesto Confidential and Management Association** (hereinafter referred to as "MCMA").

ARTICLE 1. TERM

Term: The term of this MOU shall commence at 12:01 a.m. on **July 22, 2008**, and this MOU shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of **June 22, 2009**.

ARTICLE 2. CITY MANAGEMENT RIGHTS

The City of Modesto (hereinafter referred to as "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 and control all of the operations and services of the CITY; to determine the methods, means, and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 3. REPRESENTATION

This MOU covers the employees in the position classifications of CITY, which MCMA is certified as representing, and MCMA is the formally recognized employee organization which has the exclusive right to represent said employees during the term of this MOU. **(See Exhibit 1: Classifications and Salary Ranges.)**

ARTICLE 4. RENEGOTIATIONS

- A. Negotiations shall begin no later than ninety (90) calendar days prior to the termination date of this MOU. The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.
- B. When negotiating an MOU, MCMA shall be represented by no more than four (4) employees who shall be released from active duty and will not lose wages or benefits when negotiating. The Association may designate a professional representative to participate in negotiations.

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

- C. The CITY and MCMA agree to discuss the use of the methods and principles of Interest Based Negotiations (IBN) when a successor agreement to this MOU is negotiated. Discussions regarding the use of IBN shall occur at least nine (9) months prior to the expiration of this MOU.

Should the parties agree to use IBN to negotiate a successor agreement, the CITY will arrange for IBN training. The training shall be conducted at least four (4) months prior to the expiration date of this MOU. Prior to the training, the Association will designate no more than six (6) MCMA members (including a professional representative if applicable) to receive the training. At the CITY's option, the number of MCMA participants may be increased. This training may be conducted in conjunction with the training of other employees or other agencies.

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

A. Salary Rates and Ranges:

The base salary ranges shown in **Exhibit 1 (Classifications and Salary Ranges)** shall be applicable for classifications in this Unit for the period commencing **July 22, 2008** and the salary rates shall be as provided in **Exhibit 2 (Schedule of Salary Ranges FY 08-09)** effective **July 22, 2008**. Classifications, Job Titles and Salary Ranges may be amended from time to time by Resolutions adopted by the City Council.

For purposes of this MOU, base salary range shall mean the salary range assigned to a specific classification as provided in **Exhibit 1**. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this MOU.

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

- B. **Initial Step Placement:** Each salary range shall consist of nine (9) steps, 1 through 9, at 2.5% increments. Progression through the steps shall be based upon both length of service and job performance.

1. Step 1 will normally be paid upon initial employment. The initial salary may be set at a higher step only upon approval of the Department Director. In cases of exceptional performance, employees hired at higher than Step 1 may be considered for their first step increase after thirteen (13) pay periods.

2. Employees hired at Step 1, shall be considered for a step increase upon completion of thirteen (13) pay periods. An overall "Meets Expectations" rating will result in a one-step (2.5%) increase. An overall rating of "Exceeds Expectations" will result in a two-step (5%) increase. Consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step 9 is attained.
3. Employees hired at other than Step 1 shall normally be considered for a step increase upon completion of twenty-six (26) pay periods, and consideration for subsequent step increases shall be at intervals of twenty-six (26) pay periods until Step 9 is attained.

C. Accelerated Step Increase:

Accelerated step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.

D. Denial of Step Increase:

When a step increase is denied, there shall be no reconsideration until the employee's next scheduled performance evaluation in twenty-six (26) pay periods. There is no right of appeal to the withholding of a step increase, but the reasons for withholding the increase shall be given in writing to the employee. "Withholding of a step increase" is defined as denial of the minimum 2.5% step increase. The employee may contest the withholding of the step increase, in writing, beginning with the rater's supervisor and ending with the Department Director. The decision of the Department Director shall be final.

E. Step Reduction:

Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, a non-exempt employee's step may be reduced to a lower step. For exempt employees, performance deficiencies may be cause for any FLSA-compliant action, in accordance with applicable law. There is no right of appeal under ARTICLE 43 (DISCIPLINARY APPEALS) due to the lowering of steps, but the reasons for reduction shall be given in writing to the employee. An employee may contest the lowering of a step through the process in ARTICLE 41 (GRIEVANCE PROCEDURE).

All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 6. PERFORMANCE EVALUATION

- A. The CITY and MCMA agree to use the "Performance Management Guidelines" as the recognized evaluation process. There shall be periodic performance evaluations of all employees, which shall be discussed with the employee and made a matter of record. If the evaluation shows that an employee's work does not meet expectations, the supervisor shall take appropriate steps to encourage improvement and may set a definite period of time in which improvement is expected. For non-exempt employees, failure to achieve satisfactory improvement may be cause for demotion, reduction in pay, suspension or

dismissal. For Exempt employees, failure to achieve satisfactory improvement may be cause for any FLSA-compliant action, in accordance with applicable law.

B. The CITY's "Pay for Performance" program shall be amended as follows:

1. Provide that progression through all nine (9) steps of the salary range be based on a "Meets Expectations" overall rating resulting in a one (1) step (2.5%) increase and an "Exceeds Expectations" overall rating resulting in a two (2) step (5%) increase.
2. Employees at, or above, Step 7 who fail to maintain an overall rating of "Exceeds" will not be Y-rated.

C. The parties acknowledge that a performance-based compensation plan, one in which compensation and recognition are tied to performance, is very desirable and remains a stated goal of the CITY organization. The CITY and MCMA agree to jointly explore compensation models in support of this goal.

ARTICLE 7. PROBATION

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

1. Initial Probation: It is understood that the probationary period will normally last for one year from the date of appointment, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1680 hours. In the event that an employee works less than 1680 hours in the first twelve months of employment, then the employee's probation shall be extended until he/she has worked 1680 hours.
2. Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for one year from the date of promotion, but may last longer than the one year if absences, either paid or unpaid, cause the probationary employee to work less than 1560 hours. In the event that an employee works less than 1560 hours during the twelve months following his/her promotion, then the employee's probation shall be extended until he/she has worked 1560 hours.

B. 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.

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

ARTICLE 8. PAY PERIOD DEFINITION

A pay period is defined as the fourteen (14) calendar day period from 12:01 a.m. Tuesday to 12:00 a.m. (midnight) Monday two weeks thereafter. The first full pay period under this MOU shall commence at 12:01 a.m., Tuesday, **July 22, 2008**.

ARTICLE 9. WORKWEEK DEFINITION

The workweek is 12:01 a.m. Tuesday to 12:00 a.m. (midnight) the following Monday. Department Directors and individual employees may agree to modify the workweek in order to facilitate flexible work hours.

ARTICLE 10. STANDARD TOUR OF DUTY

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

ARTICLE 11. APPROVED WORK SCHEDULES

A. The CITY has the right to implement work schedules, other than the traditional 5/2 schedule, to meet the needs of the organization and the individual departments. Prior to implementation of an alternate schedule, the CITY shall meet and confer with MCMA on the impacts of the alternate schedule. Work schedules currently authorized are described below.

B. 9/80 and 4/10 Work Schedule

The 9/80 and 4/10 work schedules may be approved for classifications or positions that are overtime-eligible. These schedules may also be approved for 1) exempt first-line supervisory classifications when the CITY desires that the supervisor work the same schedule as his/her subordinates, and for 2) exempt professional or para-professional classifications where such work schedules will not interfere with the employee's ability to coordinate with other staff.

C. 4/11 and Modified 4/10 Schedules

These schedules may only be approved for exempt first-line supervisory classifications in the Police Department when the CITY desires that the supervisor work the same schedule as his/her subordinates.

D. Exempt employees working alternate schedules will be expected to attend CITY meetings or attend to CITY business on their days off, should the need arise.

- E. Positions or classifications not meeting the criteria designated in paragraphs B and C, above, are not eligible for these alternate work schedules, except that the City Manager, or designee, may authorize exceptions.
- F. A Department Director may require implementation of these schedules for one, or more, eligible employees, based on the needs of the CITY. An employee in these eligible classifications or positions may also request one of these work schedules. Any request for one of these alternate work schedule must be justified and approved by the Department Director.

All approved requests will be forwarded to the Personnel Department for processing. The 9/80 work schedule shall not be effective until Personnel has officially changed the employee's workweek, as outlined in **Exhibit 3**, attached.

A Department Director may discontinue an alternate work schedule for one, or more, employees after written notification to each employee and after the Personnel Department has processed this change, including officially changing the employee's workweek, if needed.

ARTICLE 12. LEAVE USAGE ACCRUALS

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

ARTICLE 13. REST PERIODS FOR NON-EXEMPT EMPLOYEES

Rest periods may be granted daily in accordance with the requirements of the department. Rest periods shall not exceed 15 minutes each and shall be considered as time worked.

ARTICLE 14. OVERTIME FOR NON-EXEMPT EMPLOYEES

- A. Policy. It is the policy of the CITY to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The CITY has the right to require each employee to work overtime as necessary. To the extent possible and in the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department.
- B. Definition. Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.
- C. Overtime Compensation. Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e.

one and one-half (1½) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half. Overtime and CTO shall be recorded and used on a minute-for-minute basis.

Each employee will be paid, as part of the last paycheck received in September, December, March and June for all compensatory time over one hundred and sixty (160) hours. For employees hired on, or after, October 4, 2005, quarterly payment shall be for all hours over one hundred (100).

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. Compensating time off may be taken at the request of the employee and with the approval of the Department Director or designee, in accordance with FLSA regulations. Compensating time off will be taken in straight time hours.

Prior to the promotion, reclassification or change to FLSA exempt status of an employee, all compensating time off shall be taken or paid at the employee's then current regular rate of pay.

- D. Wash Time. A Department Director, with the concurrence of the affected employee, may arrange for that employee to take such time off at straight time as is necessary to insure that the employee's actual time worked does not exceed forty (40) hours within a given workweek.
- E. Meal Allowance. An employee required to work for four (4) or more continuous hours beyond the scheduled shift on emergency work, or for four (4) or more consecutive hours of work when on Call Duty or Call Back, or called out after the end of shift for four (4) or more continuous hours, shall be compensated ten dollars (\$10.00) for a meal allowance. Only one ten-dollar (\$10) payment shall be made per shift, unless the employee works four (4) or more consecutive hours, is released from duty, and must return for four (4) or more hours in the same shift.

ARTICLE 15. CALL-DUTY PAY

- A. Non-exempt employees, (as defined in D below) who are released from active duty but are required by the department to leave notice where they can be reached and be available to return to active duty when required by the department, shall be assigned to call-duty. While on call-duty (sometimes referred to as on-call), an employee shall be free to use the time for his or her own purposes.
- B. Call-duty requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to duty within a reasonable period of time, not to exceed thirty (30) minutes. Call-duty time shall not count as hours worked.

- C. Assigned personnel shall receive call-duty pay in the amount of two (2) hours pay on their regularly scheduled workday and four (4) hours pay on the employee's regularly scheduled days off and fixed CITY holidays.
- D. System Technicians are the only positions authorized to receive call-duty pay. During the term of this MOU, if a Department Director, with the concurrence of the Personnel Director, assigns any other non-exempt position(s) to call-duty, assigned personnel shall be subject to the restrictions and entitled to the compensation provided by this Article.

ARTICLE 16. CALL-BACK PAY FOR NON-EXEMPT EMPLOYEES

- A. When a non-exempt employee (as defined in D below) returns to active duty at the request of the Department Director after the employee has been released from active duty, the employee shall be entitled to call-back compensation.
- B. The following incidents are not considered call-back and are compensated on a time and one-half basis:
 - 1. Planned overtime for which the employee has received a minimum of twenty-four (24) hours advance notice;
 - 2. Overtime associated with assigned Call-Duty as described in ARTICLE 15. CALL-DUTY PAY;
 - 3. Overtime which occurs as an extension of an employee's regular workday;
 - 4. When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of their regular work shift.
- C. When on call-back, an employee receives the following compensation:
 - 1. Three (3) hours of straight time per call-back occurrence;
 - 2. In addition to the three (3) hours of straight time, an employee shall be paid one and one-half (1½) time for actual time worked in excess of eighty (80) minutes.
- D. Systems Technicians are the only positions authorized to receive call-back pay. During the term of this MOU, if a Department Director, with the concurrence of the Personnel Director, designates additional position(s) as subject to call-back, assigned personnel shall be entitled to the compensation provided by this Article.

ARTICLE 17. ACTING AND OUT-OF-CLASS PAY

A. Acting Pay:

Employees directed to work continuously in a vacant higher level regular position shall, subject to the other provisions of this paragraph, receive a salary increase to the higher level for the time actually worked in excess of twenty (20) work days. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to attrition or due to the incumbent being on an extended leave of absence. Requests for higher compensation must be approved by the Personnel Director. Such requests may only be approved upon certification by the Department Director that the assigned employee meets the minimum training and experience guidelines and is assigned and held responsible to perform fully the full scope of duties normally associated with the higher level position. In the event that an eligible list exists for the vacant position, the list will be consulted before making the acting pay assignment. Assignment rotations among qualified staff are encouraged unless such rotations would considerably disrupt the operations of the department(s).

B. Out-of-Class Pay:

At the request of the Department Director, the Personnel Director shall authorize additional compensation for an employee, if it is determined that an employee has been directed to work continuously in a higher classification or at a higher level of responsibility for the time actually worked in excess of fifteen (15) work days. It is the responsibility of the Personnel Director to approve or disapprove such requests. In the event of a dispute, the decision is subject to review by the City Manager and is not subject to the Grievance Procedure.

C. Duration of Assignment:

Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Personnel Director. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager.

ARTICLE 18. MANAGEMENT/CONFIDENTIAL LEAVE

A. Employees in regular positions shall be granted Management or Confidential Leave with pay each year, to be taken at the discretion of the employee and upon approval by the Department Director. Said leave shall be advanced with the first paycheck to be paid each calendar year and must be taken off prior to the next calendar year's advance. Partial cash out of unused leave is available in December of each year, to the maximums listed, below. Leave not used before the end of the calendar year period for which it is advanced will be forfeited.

	<u>Annual Leave</u>	<u>Maximum Cashout</u>
Management Employees/Exempt	80 hours	40 hours
Management Employees/Overtime Eligible	40 hours	20 hours
Confidential Employees	20 hours	18 hours

- B. An employee hired after Management/Confidential Leave has been advanced for the calendar year shall be eligible for a pro-rated portion of Leave.
- C. In the event of separation from CITY employment of any employee who has taken Management/Confidential Leave prior to the time all of said leave is earned, the employee shall be required to make full restitution to the CITY of that portion of leave taken but remaining unearned on the date of separation from employment. Employees separating from CITY service will not be paid for unearned leave time but will be paid for earned leave time.

ARTICLE 19. VACATION

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

<u>Annual Vacation Accrual Rate</u>	<u>Years of Service</u>
80 hours	1
88 hours	2
96 hours	3
104 hours	4
112 hours	5
120 hours	6
128 hours	7
136 hours	8
144 hours	9
152 hours	10
160 hours	11
164 hours	12
168 hours	13
172 hours	14
176 hours	15
180 hours	16
184 hours	17
188 hours	18
192 hours	19
196 hours	20
200 hours	21 or more

- 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 service. Requests for vacation accrual in excess of the cap will require City Manager approval.
- C. All vacation leave must be approved by the Department Director or designated representative.
- D. 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.
- E. Negative Vacation. Effective January 24, 2006, employees shall not be permitted to take vacation in advance of accrual, except in extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the City to recover any negative balance still owed to the City upon the employee's separation from service. Such recovery shall be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.
- F. Vacation leave shall be compensated at the employee's regular hourly rate of pay.
- G. With the approval of the City Manager, an employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or lay-off. In-lieu of such vacation the employee may elect a lump sum payment for accrued vacation time upon separation from the CITY. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the CITY.

ARTICLE 20. HOLIDAYS

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

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

The 4/11 and modified 4/10 schedules do not recognize fixed holidays. All holiday time for employees on these two schedules shall be as defined in paragraph N, below.

- B. Floating Holiday. Employees in regular positions shall be entitled to floating holiday time of eight (8) hours on a 5/2 or nine (9) hours on a 9/80 schedule, and ten (10) hours on a 4/10 schedule, provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to accrue. "Entire pay period" shall mean that an employee must have been hired prior to or at the start of the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls. Floating holiday time for employees on a 4/11 or modified 4/10 schedule is included in their eighty-eight (88) hours of holiday credit defined in paragraph N, below.
- C. Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled with the approval of the Department Director or designee.
- D. Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.
- E. If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9) hours or ten (10) hours (a full work shift) of holiday time off depending on their current work schedule.
- F. If a fixed holiday falls on a Saturday, the preceding Friday will be observed as the fixed holiday. If a fixed holiday falls on a Sunday, the succeeding Monday will be observed as the fixed holiday.
- G. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to a total of eight (8) hours of holiday compensatory time.
- H. Non-exempt employees working on fixed holidays shall be compensated at time and one-half (1-1/2) for time actually worked, irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time, except as provided in ARTICLE 15 (CALL BACK).
- I. Whenever an employee is directed to work on a fixed holiday, which falls on the employee's regularly scheduled work day, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (8 or 9 or 10 respectively) of holiday compensatory time.
- J. Whenever an employee is directed to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule.
- K. Employees on leave without pay the last scheduled workday before and the first scheduled workday after a fixed holiday shall not receive holiday pay.

- L. Holiday time may be accrued up to a maximum of forty (40) hours. When the employee reaches the forty (40) hour maximum, additional holiday time worked shall be compensated in cash at straight time rates. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.
- M. Employees may request cash-out of up to forty (40) hours of their grandfathered holiday time annually, during the pay period in which November 1, falls. This cash-out is at the employee's current regular hourly rate of pay.
- N. Holidays for 4/11 and Modified 4/10 Schedules: The first payperiod of January of each year, employees assigned to the 4/11 or modified 4/10 schedule shall be credited with eighty-eight (88) hours of accrued holiday time. Holiday leave shall be reduced by eighty-eight (88) as required by the modified 4/10 schedule, for a net of zero (0) hours, or reduced by twenty (20) hours as required by the 4/11 schedule, for a net of sixty-eight (68) hours. See Exhibit 3. Employees assigned to the 4/11 or modified 4/10 schedule are not entitled to any additional compensation when the holiday falls on their regular workday. For employees on a 4/11 schedule, the remaining sixty-eight (68) hours of holiday time in the employee's regular holiday account shall be taken as time off, or shall be forfeited at the end of each calendar year. (The end of the calendar year is defined as the pay period in which January 1 falls).

If an employee enters into or leaves a 4/11 or modified 4/10 schedule, the employee's holiday hours shall be adjusted to reflect the schedule change.

ARTICLE 21. SICK LEAVE

- A. Definition. Sick leave with pay is an insurance program provided by the CITY for employees in regular positions to be granted in circumstances of adversity to promote the health of the individual employee. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment. Sick leave shall not be used for any injury arising out of or incurred in connection with outside employment.

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

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

- B. Accumulation. Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year at the rate of three hours and forty-two minutes (3:42) per pay period. Sick leave shall be available for use on the first day following the pay period in which it is earned, provided the employee has completed four hundred eighty hours (480) of service from the employee's hire date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis. Sick leave shall be accumulative up to a maximum of two thousand two hundred (2,200) hours. Sick leave shall not accrue when an employee is absent for more than forty (40) hours in any pay period while on any leave other than holiday, vacation, management/confidential, CTO, bereavement, jury duty, paid administrative or temporary military leave.
- C. Compensation. Sick leave shall be compensated at the employee's regular hourly rate of pay. When an employee is transferred from one department to another, the transfer shall have no effect on the employee's sick leave accruals.
- D. Administration.
1. Validation. It shall be the responsibility and duty of each Department Director to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.
 2. Notice of Sickness. In twenty-four (24) hour departments, the Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Director or designee must be notified not later than the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.
 3. Review. The Personnel Director may review and determine the justification of any request for sick leave with pay and may, in the interest of the CITY, require a medical verification by a doctor to support a claim for sick leave pay.
 4. Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness prospectively when requested by the Department Director.
 5. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein may result in denial of sick leave with pay or disciplinary action.

E. Coordination of Benefits. Employees shall be entitled to coordinate fully their sick leave benefits with their Workers' Compensation benefits.

F. Sick Leave Cash-out. Employees who leave CITY employment in good standing after five (5) years of continuous service (other than retirement), shall be paid at time of termination for twenty-five (25%) percent of the first twenty-two hundred (2,200) hours at the employee's then current regular rate of pay.

G. Retirement.

1. Employees who retire after five (5) years of service in good standing may, on a one-time basis, exercise the option to have ninety percent (90%) of their unused sick leave, up to twenty-two hundred (2,200) hours, applied by the CITY upon retirement to premiums for health, dental and vision 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, dental and vision premiums at the rate of one (1) month of premium contributions for each eight (8) hours of sick leave, except as noted in paragraph (4) below.
2. The CITY's contribution to retired employees shall be defined as that amount contributed to active employees on the median priced health plan, excluding union-sponsored plans or PPO's. In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents shall remain eligible to receive this benefit.
3. If, after the ninety percent (90%) conversion, a retiring employee has less than twelve hundred forty-five (1,245) hours, the employee may elect to convert some, or all, of the employee's accrued vacation leave to the sick leave account, provided that the total number of hours of sick leave and vacation does not exceed twelve hundred forty-five (1,245) hours. Any such vacation hours shall be converted at ninety (90%) percent, on the same basis as sick leave.
4. 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.
5. For pre-65 retirees who receive a City contribution toward their health premium, the following option is available for the 2008-2009 health plan year, only: a retiree may elect to use up to one additional month of City contribution (total of two months at a time), in increments of one-half month of City contribution. This

election shall be made during open enrollment and can not be changed until the next open enrollment or qualified life changing event. There is no "cash value" if the City contribution is over and above the premium cost.

ARTICLE 22. CATASTROPHIC LEAVE

- A. Employees in regular positions shall be eligible to participate in the strictly voluntary catastrophic leave program. To be eligible, an employee must provide written medical verification of a long-term illness or injury, or have a member of the employee's immediate family, including a domestic partner, with a long term illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all accrued leave and CTO, or soon will have exhausted all such leave, resulting in the employee being in a no-pay status. Employees who are receiving long-term disability benefits are not eligible for catastrophic leave. Catastrophic leave shall be coordinated with Family Leave with respect to CITY payment of insurance contributions. See ARTICLE 31. F. (HEALTH, DENTAL, VISION INSURANCE) for coordination of Catastrophic Leave with Workers' Compensation.
- B. 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 bank, the Department Director will notify the Personnel Department requesting the establishment of a leave bank in the employee's name. The Department Director will be responsible for notifying CITY employees of the need for donations. The Department Director will take necessary actions to help ensure that individual employee decisions to donate or not donate to a leave bank are kept confidential and that employees are not pressured to participate. ALL DONATIONS SHALL REMAIN CONFIDENTIAL.
- C. The maximum time that may be initially donated into an employee's leave bank account is 1,040 hours. To be eligible to receive more than the original 1,040-hour limit, there must be a favorable prognosis for recovery and a predictable date of return to work.
- D. An employee may donate vacation, holiday, management/confidential and up to forty (40) hours of sick leave in increments of four (4) hours to a specific employee for which a leave bank has been created. Employees may donate leave only if their own total accrued leave balance(s) remains in excess of 168 hours. Employees must advise Personnel Department of the maximum hours they wish to donate. Donated hours shall be credited to the leave bank of the affected employee as sick leave upon an "as needed basis." Once the authorized hours are credited to the leave bank of the affected employee, the donation of leave hours is irreversible. When employees are utilizing leave bank hours, they will not accrue any leave time.
- E. Employees wishing to donate time shall complete and submit the required form to the Personnel Department. After review, the form will be forwarded to the Finance Department for payroll action and adjustment to donor and recipient's paid leave balance.

- F. 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 for participating employees as it deems necessary.

ARTICLE 23. BEREAVEMENT LEAVE

- A. Employees in regular positions shall be entitled to three (3) days of paid leave regardless of work schedule which may be used per occurrence for bereavement due to the death of persons in the immediate family defined as a spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, stepson, stepdaughter, stepparent or former guardian of the employee, person over which the employee has legal guardianship, child of a registered domestic partner, foster child, and foster parent of the employee, registered domestic partner or any relative living with the employee.
- B. In addition, a maximum of two (2) days of accrued sick leave regardless of work schedule may be used per occurrence for bereavement due to the death of persons in the immediate family, or any relative living with the employee. 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.

ARTICLE 24. LEAVES OF ABSENCE

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

The above is notwithstanding:

Provisions of the California Government Code, (Section 21153) which states, in pertinent part: "...an employer may not separate a member because of disability a member is otherwise eligible to retire for disability but shall apply for disability retirement of any member believed to be disabled, unless the member waives the right to retire for disability and elects to withdraw contributions or to permit contributions to remain with rights to service retirement..."

CalPERS regulations, which provide that as soon as it is believed the member is unable to perform the job because of an illness or injury which is expected to be permanent or last longer than six months, the member or someone on the

member's behalf, should submit an application for disability retirement. The medical condition does not have to be 'permanent and stationary.'

2. Desires to engage in a relevant course of study that will enhance the employee's value to the CITY;
3. For any reason considered appropriate by the Department Director and the Personnel Director.

A request for such leave must be in writing. Leave requests under Section (1) require the approval of the Department Director. Leave requests under Section (2) and (3) that are up to three months in duration require the approval of the Department Director and the Personnel Director. Leave requests under Section (2) and (3) that are over three months in duration require the approval of the Department Director, the Personnel Director and the City Manager. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.

Except as otherwise provided in ARTICLE 31 (HEALTH, DENTAL & VISION INSURANCE), when an employee is on a leave of absence without pay with right to return to their classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program on a prorated basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a leave of absence, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the CITY, may be necessary prior to reinstatement.

- B. Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the CITY payroll. The person shall be reinstated from the military leave of absence at the same step in the same salary range that he/she would have been eligible to receive had he/she not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 389 et seq and the Uniformed Services Employment & Reemployment Rights Act of 1994 (38 USC), Sections 4301 et seq.
- C. Jury Duty Leave. Any employee who is summoned for attendance to any court for jury duty on a regularly scheduled work day, shall be deemed to be on duty and there shall be no loss of salary but any jury fees received by him/her shall be paid into the CITY treasury. (An individual who agrees to serve on a civil grand jury, is generally not summoned to do so.)

Regular paid time, however, shall not be granted for time spent in court on jury duty on the employee's regular day off or in court on personal cases in which the employee is an interested party and the case is not connected with their CITY duties.

Any non-exempt employee who is served with a subpoena to appear as a witness in a civil case in which the CITY is a party or as a witness for the CITY in a criminal matter shall be deemed to be on duty, even if the appearance falls on a non-duty day. Any witness fees received by the employee while on a paid status shall be paid into the CITY treasury.

- D. Compulsory Leave. If in the opinion of the Department Director, an employee is unable to perform the duties of his/her position for physical or psychological reasons, the Department Director shall refer that employee to the Risk Manager. The Risk Manager shall have the authority to require the employee to be examined by a physician or other competent authority at CITY expense to determine the employee's fitness for duty. The employee may go to a physician or other competent authority of his/her own choosing other than his/her treating physician or specialist or someone in practice with the treating physician, (subject to the approval of the Risk Manager based upon a determination of the practitioner's practice or specialty) at the employee's expense. The employee shall have four (4) calendar days to arrange for said examination and to provide the Risk Manager written documentation from the employee's practitioner stating the date and time of the appointment.

If the examination report finds the employee to be in an unfit condition to perform the duties required of the position, the Department Director shall have the right to compel the employee to take sufficient leave of absence. If found unfit, the CITY may require the practitioner to provide the CITY with an anticipated date (or dates) of re-evaluation(s). The employee must provide the CITY with a signed waiver providing the Risk Manager (and the CITY's physician if a personal physician is chosen) authorization to receive certification from the physician as to the employee's fitness for duty. The re-evaluation will be performed at CITY expense.

If the examination report finds the employee to be fit for duty, the employee shall return to work without loss of pay or benefits.

A temporarily disabled employee may be offered modified duty in his/her department or another. Modified duty shall be predicated upon the following:

1. There is work to be performed.
2. The work can be performed in an efficient and effective manner.
3. The work can be performed within the restrictions placed upon the employee.

- E. Paid Administrative Leave. The Department Director may order an employee off work without reduction in compensation.

- F. Unpaid Administrative Leave. If an employee tests positive for a controlled substance (absent a valid prescription) or for alcohol subsequent to a Reasonable Suspicion Drug or Alcohol test, the Department Director may require the employee to use accrued leave time or unpaid Administrative Leave until such time as the employee tests

negative. The “return to work” drug or alcohol test(s) will be performed at the employee’s expense.

- G. Family Leave. The CITY is in compliance with both State and Federal Laws providing for employee leaves for family and medical care as regulated by the State Fair Employment and Housing Commission and the Federal Department of Labor.
- H. Pregnancy Disability Leave. A pregnant employee shall furnish the Department Director, no later than the fourth month of pregnancy, a statement of the attending physician that indicates the estimated time of delivery. A pregnant employee is entitled to take a pregnancy disability leave for the portion of the pregnancy and the time following delivery during which the doctor determines she is disabled (not to exceed four months). Prior to that time, the employee shall contact the Personnel Department to complete the necessary documents.

Such an employee may elect to take accrued leave time or leave without pay during the period of her disability. Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken.

- I. Unauthorized Leave of Absence. When an employee is absent without prior authorization, the time absent shall be recorded as Leave Without Pay. An employee on Leave Without Pay may lose related benefits.

ARTICLE 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 provided that the Department Director has made a determination that such a change will be beneficial to the organization. Jobs may be shared on an hourly or daily basis provided that the combined total scheduled hours do not exceed eighty (80) hours per pay period. An employee who works less than forty (40) hours per pay period shall be not eligible to receive any benefits for which the CITY pays an insurance premium or membership in the retirement system. Should both employees be scheduled for forty (40) hours each pay period, both employees shall assume responsibility for the payment of one-half (1/2) of the CITY's contribution towards insurance premiums, as well as their own, if any; provided, however, that one (1) employee may elect to waive coverage under the insurance program allowing the other employee to receive the full CITY contribution. All other benefits for job sharing employees shall be as provided in the appropriate Article on a pro-rated basis based upon a total eighty (80) hour pay period.
- 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 of 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. For non-exempt employees in a job share assignment, overtime shall only accrue for hours in excess of forty (40) hours in a work week.

ARTICLE 26. LICENSE, CERTIFICATES, REGISTRATION

A. Required Licenses, Certificates and Registration

1. Effective April 8, 2003, whenever an employee is required to obtain a certificate, license or registration in order to carry out the duties assigned, except a California Class C Driver's License, the CITY will pay the fee for the actual certificate, license or registration (and exam fee, if any) and, for non-exempt employees, the time required to obtain or renew it shall be considered as regular duty time.
2. The CITY shall allow non-exempt employees to attend training or continuing education courses necessary to maintain a certificate, required by the employee's current classification, and the CITY shall bear the cost of course material and tuition or registration fees.

B. Voluntary Certifications [This section is subject to change with the implementation of the wall to wall classification study.]

1. Effective April 8, 2003, whenever an employee voluntarily obtains one of the following certifications, the initial fee for the actual certificate (and exam fee, if any) and the time required to obtain it, shall be at the employee's expense. Once the employee is certified and is receiving certification pay, the CITY will pay the fee for the actual certificate and exam fee, if any, (with a maximum of up to two tests per certificate or per renewal) and, for non-exempt employees, the time required to renew it.
2. Effective July 1, 2003, and as amended October 4, 2005, employees in the following classifications, divisions and assignments shall receive an additional two and one-half percent (2 ½%) for possessing a Grade III certificate, five percent (5%) for possessing a Grade IV certificate, and seven and one-half percent (7 ½%) for possessing a Grade V certificate as follows:

Division	Certificate	Grade	Eligible Classes
Water Operations	Water Distribution Operator	III, IV, V	O&M Supervisor ⁽¹⁾ Administrative Analyst I/II
	Water Treatment Operator	III, IV, V	
Wastewater Collections	Collection System Maintenance Technologist	III, IV	O&M Supervisor
	Mechanical Technologist	III, IV	
Water Quality Control	Collection System Maintenance Technologist	III, IV	WQC Maintenance Supervisor
	Mechanical Technologist	IV	
Water Quality Control	Environmental Compliance Inspector	III, IV	Industrial Waste Supervisor
Water Quality Control	Laboratory Analyst-CWEA	IV	Environmental Laboratory Supervisor
All Divisions, Citywide	Pest Control Advisor	N/A	Maximum of two (2) employees citywide with concurrence of Department Director (2½%)
Parks	Playground Safety	N/A	O&M Supervisor (2½%)
Building & Dev. Services	CA Registration	N/A	Chief Building Official (2½%)
	Professional Civil Engineer		Deputy Chief Building Official (5%)

3. Compensation for certificates that may be issued at more than one grade shall only be given for the highest grade obtained, and shall not be cumulative for each grade in the series.
4. The City shall, in accordance with the provisions of this article, compensate employees in the Wastewater Collections and Water Operations Division for "cross-over" certifications where there is a demonstrated benefit to the City. This decision is at the sole discretion of the Department Director.
5. The cumulative or maximum amount of compensation for the above certificates shall be seven and one-half (7 ½%) percent.
6. Certification Pay (2 ½% to 7 ½%) shall be included in base pay for purposes of compensation for approved paid leave.

⁽¹⁾ Effective July 10, 2007, pending the implementation of the Wall-to-Wall Study, O & M Supervisors in Water Operations shall receive Supplemental Pay. This Supplemental Pay is in lieu of the 2½% - 7½% cert pay for possession of Grade III, IV or V Water Distribution Operator or Water Treatment Operator certificates. This Supplemental Pay will initially be the equivalent of the designated 2½% - 7½% cert pay, plus an additional 5%.

ARTICLE 27. PAY DIFFERENTIALS

- A. Bilingual Pay for Non-Exempt Employees. Each Department Director shall, on an annual basis, determine the number of bilingual employees that are needed for oral translation purposes within their department. For purposes of this Article, bilingual is defined as Spanish, Southeast Asian language(s) common to this area, sign language or other languages deemed desirable by the Department Director.

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

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

Effective August 21, 2007, employees who pass the review panel and are needed in this capacity by the department shall receive fifty (\$50.00) dollars per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one year from the time the Bilingual Pay begins, unless an unusual hardship is presented by the employee.

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

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

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

- B. Educational Incentive. Effective June 29, 2004, employees who have completed one full year of service with the City, and who possess a Master's Degree or Juris Doctor from an accredited institution shall be eligible for one and one-half (1 1/2%) percent Educational Incentive Pay, subject to criteria established by the CITY. The maximum pay differential is one and one-half (1 1/2%) percent, regardless of the number of Degrees obtained.
- C. Shift Pay. All non-exempt employees and exempt employees in the following classifications whose regularly scheduled workday requires that they work four (4)

hours or more in a shift, shall be paid shift differential at the following rates for shifts actually worked:

Custodian Supervisor
Police Civilian Supervisor

3:00 p.m. to 11:00 p.m. shift - \$5.00 per shift
11:00 p.m. to 7:00 a.m. shift - \$7.00 per shift

If a regular shift requires an employee to work more than four (4) hours in both "swing" shift and "graveyard" shift as noted above, the employee shall receive \$7.00 total per shift. If the employee is required to work more than four hours in both shifts as a result of paid overtime, the employee shall receive \$12.00 per shift.

ARTICLE 28. DRESS, GROOMING AND UNIFORMS

A. Dress and Grooming

Employees shall be required, while working, to be clean and neat in appearance and be able to wear all safety equipment in an effective manner. Employees shall not wear or place any items on their person that would in any way impair safety on the job.

B. Uniforms

Employees in the following classifications shall wear CITY-provided uniforms, as designated below. Employees in the optional categories who elect a CITY-provided uniform, must wear the uniform.

Uniform Shirts required and Uniform Pants optional:

Operations and Maintenance Supervisor
Custodial Supervisor
Land Surveyor

Uniform Shirts and Uniform Pants optional:

Electrical Supervisor
WQC Operations Supervisor
WQC Maintenance Supervisor

Safety Shoes:

Effective July 1, 2003, purchase is at the CITY's discretion, based on job assignment and related risk, and is handled on a reimbursement basis. Effective August 1, 2004, reimbursement shall not exceed one hundred and eighty dollars (\$180) annually. Replacement shall occur on an as-needed basis as approved by the immediate supervisor. Safety-toed shoes must meet ANSI standards.

C. Uniform Allowances - Police Department

Employees in the classifications of Police Clerk II (Confidential) and Police Civilian Supervisor shall be required to wear a uniform and shall receive a uniform allowance of sixty-five dollars (\$65) per month effective July 1, 2004, paid monthly. For employees in

the classifications of Administrative Office Assistant III (Confidential), Senior Administrative Office Assistant (Confidential) and Executive Secretary, the wearing of a uniform is optional. These employees shall only receive the uniform allowance, stated above, if they elect to wear a uniform.

ARTICLE 29. VEHICLE ALLOWANCE

- A. Designated Management employees may be granted a vehicle allowance in amounts ranging from one hundred dollars (\$100) to two hundred dollars (\$200) per month by the City Manager, based on Department Director recommendation and an annual justification relating to extensive use of a personal vehicle while conducting CITY business.
- B. Employees receiving a monthly vehicle allowance may be eligible for mileage reimbursement as per Administrative Directive 1.2.

ARTICLE 30. DEFERRED COMPENSATION

- A. The CITY shall continue to provide access to a deferred compensation program authorized by the City Council for the voluntary participation of City employees. In addition, the CITY shall match on behalf of a participating employee in a regular position, one and one-half percent (1.5%) of an employee's regular rate of pay on a bi-weekly basis; provided, the employee is contributing at least one and one-half percent (1.5%). For such employees who have been continuously employed by the CITY for nine (9) or more years, the CITY shall contribute two and one-half percent (2.5%); provided the employee is contributing at least two and one-half percent (2.5%). Effective October 4, 2005, this increase in the City's contribution shall be effective with the first payperiod to begin in the month following completion of nine (9) years of service, provided that the employee has completed any required documents.
- B. At the time of retirement or separation, employees may defer some, or all, of their final pay and leave cashout entitlements. The amount placed into the employee's deferred compensation account may not exceed the then maximum IRS annual deferral. Deferrals must meet all applicable IRS regulations.

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

ARTICLE 31. HEALTH, DENTAL, VISION INSURANCE

- A. All employees in regular positions budgeted for forty (40) hours or more per pay period shall be eligible to participate in the health, dental and vision programs authorized by the CITY. The CITY agrees to make available the health, dental and vision benefits currently provided for employees represented by MCMA or any other program(s) mutually agreed upon by the parties.

- B. Employees may opt out of participation in any health plan, but shall continue to participate in the CITY dental and vision plans. This option may only be exercised during the CITY's open enrollment period or in coordination with spouse/registered domestic partner's open enrollment period and requires that the employee show proof of alternate health coverage. The Chiropractic and Psychological Services plans are not available under the Opt-out option. No cash payments will be made in-lieu of health coverage, but deferred compensation contributions will be provided as designated below.
- C. For new employees, eligibility for health, dental and vision insurance benefits shall start with the beginning of the payroll period following completion of two (2) 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; the employee is responsible for the balance of the premium cost, if any.

- 1. \$478.50 bi-weekly (\$957 monthly) for **employees with dependent coverage**, effective July 22, 2008.

The CITY's contribution for employees with dependent coverage shall not exceed the actual premium amount for the lowest cost HMO (including dental and vision) offered by the CITY, regardless of the health plan selected by the employee or the contribution amounts listed above. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's premiums, into the employee's Health Savings Account.

- 2. \$267.50 bi-weekly (\$535 monthly) for **employees without dependent coverage**, including the CITY's contribution to in-lieu deferred compensation, effective July 22, 2008, except that the contribution shall not be less than the combined premium for the lowest cost HMO, Dental and Vision plan.

The CITY shall deposit to the employee's deferred compensation account any balance of the above contributions not needed to pay for the combined total premiums. Effective July 22, 2008, for employees enrolled in the City-sponsored High Deductible Health Plan, the City shall deposit any balance of the above contribution not needed to pay for the employee's premiums, into the employee's Health Savings Account.

- 3. \$212.50 bi-weekly (\$425 monthly) for **employees who opt out of health coverage**, including the CITY's contribution to deferred compensation. The CITY shall deposit to the employee's deferred compensation account any balance of the above contributions not needed to pay for the combined dental and vision premiums.

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

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

Article 22 of this MOU permits employees on Workers' Compensation who have exhausted their accrued leave to apply for and receive Catastrophic Leave donations. Employees who apply for and receive Catastrophic Leave donations in accordance with Article 22 will receive the contribution from the City towards premium payment if they use sufficient Catastrophic Leave that the combination of worker's compensation benefits plus Catastrophic Leave equals a full check. Such employees are limited to using the amount of Catastrophic Leave necessary to maintain the City's contribution toward premium payment.

- G. The CITY shall continue an IRS Section 125 program for pre-tax deductions for the employee share of health, dental and vision insurance premiums, for dependent care costs and for unreimbursed medical expenses.
- H. The CITY agrees to provide the benefits described in this Article subject to carrier requirements. Selection of the insurance provider(s) shall be within the sole discretion of the CITY.

ARTICLE 32. 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 participation in the plans.
- B. 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. \$957 for retirees with dependent coverage, effective August 1, 2008.

The CITY's contribution for **retirees with dependent coverage** shall not exceed the actual premium amount for the lowest cost HMO for active employees (including dental and vision) offered by the CITY, regardless of the health plan selected by the retiree or the contribution amounts listed above.

2. \$535 for **retirees without dependent coverage**, effective August 1, 2008. This contribution rate is subject to changes in the median-priced health plan for active employees, excluding union sponsored plans or PPO's.

This contribution rate is subject to change August 1 of each year, pursuant to paragraph (G), ARTICLE 21 (SICK LEAVE), based on changes in premium rates for health, dental and/or vision insurance, provided that the contribution rate shall not exceed the following active employee rate: \$535 effective July 22, 2008.

- C. 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.

ARTICLE 33. EMPLOYEE ASSISTANCE PLAN

CITY shall provide employees and dependents professional assistance with financial, marital, psychological, family, alcohol or drug related problems. The assistance shall consist of assessment, counseling and referral services up to a maximum of three (3) visits each per year for employees and dependents.

ARTICLE 34. LONG TERM DISABILITY INSURANCE

The CITY shall provide, at CITY expense, all employees with long term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee is totally disabled equal to 66 2/3% of the first \$12,000 per month in earnings, reduced by any income received from other sources. The plan provides for a sixty (60) day waiting period, but if the disability lasts longer than ninety (90) days, the disability payments will be retroactive to the 31st day. The LTD program will include the Managed Disability contract. Essentially, this contract provides that LTD benefit dollars will be offset by any workers' compensation income, mandates rehabilitation and changes the definition of disability to a loss of at least 20% of income.

ARTICLE 35. LIFE INSURANCE

The CITY shall provide, at CITY expense, all employees with term life insurance coverage in the amount of \$120,000. Employees shall have the option to buy additional coverage at their own expense. If possible, the CITY will continue to make available insurance plans which will enable the employee to convert the City-provided policy to an individual policy upon retirement, at the retiree's expense.

ARTICLE 36. RETIREMENT

- A. The CITY shall contract with the Public Employees' Retirement System to provide for the following retirement benefits (all references to Sections are from the Government Code):
1. 2% @ 55 Full Formula as provided in Section 21354.
 2. Level III of 1959 Survivor Benefits as provided in Section 21573.
 3. One-Year Final Compensation as provided in Section 20042.

4. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628 if hired on or prior to October 20, 1981. For those hired after October 20, 1981, this benefit does not apply.
 5. Benefits Payable to Surviving Spouse as provided in Section 21551 (Mandated Benefit).
 6. Surviving Spouse-Remarriage as provided in Section 21635 (Mandated Benefit).
 7. Military Service Credit as Public Service as provided in Section 21024.
 8. Improved Non-Industrial Disability Allowance as provided in Section 21427.
 9. As soon as practical, but no later than January 1, 2009, the CITY will initiate a contract amendment with the California Public Employees' Retirement System to offer the Partial Service Retirement option, as provided in Section 21118. An employee must have City Manager approval to apply for, and participate in, a Partial Service Retirement. Any such approvals are at the sole discretion of the CITY.
- B. Pursuant to the provisions of Section 20615, the CITY shall pay six and six tenths (6.6%) percent of the seven (7%) percent employee contribution in the employee's name to the Public Employees' Retirement System. The employee shall pay the remaining four-tenths (0.4%) percent. Such payments shall be implemented pursuant to the provisions of Section 20023(c)(4), and Internal Revenue Code 414 (h) (2) providing for pre-tax employee contributions.

ARTICLE 37. EDUCATIONAL AND TRAINING ALLOWANCES

A. 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, and subject to change annually. Program information is available from the Personnel Department.

B. Management Training Allowance:

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

- C. CITY payment of membership dues on behalf of employees who voluntarily elect to join professional associations shall be at the sole discretion of the department director, with consideration given to budget impacts and the benefits to the CITY.

ARTICLE 38. ANNUAL PHYSICAL EXAMINATION

In conjunction with the City's Occupational Medical Program, employees may avail themselves of an annual physical examination by the City's Occupational Medical Specialist at CITY expense. Employees may utilize their own physician and seek reimbursement for out of pocket expenses not to exceed the CITY's cost for comparable services.

ARTICLE 39. OUTSIDE EMPLOYMENT

- 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. Specific policies and procedures governing outside employment shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 40. LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE

- A. When it becomes necessary through lack of work, lack of funds, or for other reasons to reduce the number of employees, the CITY shall prepare a lay-off list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of layoff shall then be based on the CITY's needs, with particular regard for length of service with the CITY and performance evaluation reports.
- B. Whenever there is a reduction in work force, the CITY shall first demote to a vacancy, if any, in the next lower class for which the employee who is scheduled for layoff meets the minimum employment standards. Employees with the least continuous service and lowest performance evaluations shall be demoted first. All persons so demoted shall have their names placed on the classification reinstatement eligible list.
- C. If there are no vacant positions in a lower class available, the CITY shall allow bumping from a higher to a lower classification within a department. An employee may bump into the next lowest class for which the minimum employment standards are met and the employee has greater overall CITY service, adjusted by performance evaluations as provided in paragraph (f) below. There shall be no lateral bumping. The sequence of bumping shall follow customary promotional progressions, except that an employee may bump down to a classification s/he previously held within the same department. When there is more than one possible lower classification for bumping consideration, the Department Director shall determine the appropriate classification based on the needs of the CITY.
- 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 service and lowest performance evaluations shall be laid off first. All persons laid off shall have their names placed on the classification reinstatement eligible list.
- E. To determine the length of continuous service, all uninterrupted employment, including periods of authorized leaves of absence which require a retirement contribution, and including all periods as a full-time CETA and PEP employee, shall be counted.
- F. To determine the level of performance evaluation, the most recent two annual or probationary evaluations shall be used. Each rating of "does not meet expectations" shall reduce the employee's continuous years of service by two (2) years. Each rating of

"meets expectations" shall reduce the employee's continuous years of service by one (1) year.

- G. An employee scheduled for demotion or layoff shall be given a minimum of fourteen (14) calendar days notice in writing. The notice shall state the effective date and time of demotion or layoff.
- H. Names shall be placed on classification reinstatement eligible lists in the inverse order of layoff as defined in paragraph (a). Vacant positions within a classification shall first be offered to those on the reinstatement list who meet the minimum employment standards for the vacant position. The eligibility of individuals on the reinstatement list shall be for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within fourteen (14) calendar days shall have their names removed from the list.
- I. A reinstated employee shall be entitled to the following benefits.
 - 1. Prior sick leave accrual (unless sick leave was cashed out in accordance with the applicable rules).
 - 2. Seniority at time of layoff or demotion for purposes of determining merit increases, vacation accruals and future reductions in the work force.
 - 3. A salary as nearly as possible equivalent to that which the employee was receiving immediately prior to layoff or demotion. If the employee chooses to be reinstated in a class at a lower salary range than that held previously, the salary will be either equivalent to the salary immediately prior to layoff or demotion or as close to the equivalent as the new salary range allows.
- J. A person appointed from a reinstatement eligible list within six (6) months to the same position held prior to layoff or demotion, will obtain permanent status upon reinstatement. All other persons appointed from a reinstatement list shall serve a new probationary period.
- K. Employees laid off shall be paid for all accrued vacation, holidays, Management/Confidential Leave, and overtime. Accrued sick leave shall either be paid as provided for by the applicable rules, or may remain on the books in the event of reinstatement. If reinstatement does not occur within two (2) years, sick leave shall be paid in accordance with the applicable rules at the employee's hourly rate of pay at the time of layoff.
- L. The employee may elect to either withdraw their share of the retirement contribution or leave the money in the retirement system.
- M. Layoffs and demotions shall not violate the Non-Discrimination Article of this MOU.

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

ARTICLE 41. GRIEVANCE PROCEDURE

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

A formal grievance may be entertained or advanced to any step if the parties jointly so agree, provided that only MCMA may initiate submission of the grievance to a hearing officer in the Fourth Step of this procedure.

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

- E. Jurisdiction: The Personnel Director shall have the sole authority within the CITY to provide the official CITY interpretation or application to any and all provisions of this MOU. The Personnel Director, or designee, may represent the department during any step of

this procedure. Unit employees may use this procedure, regardless of membership in any employee organization. The decision to use this procedure and any step thereof is solely that of the employee. In using this procedure, however, any employee may choose to be represented by another, including the representative of an employee organization.

- F. Use of City Time: Reasonable City time, subject to the discretion of the Department Director, may be used in the preparation of a written or oral grievance. City time may be used for the procedure set forth below.
- G. Steps in the Grievance Procedure: No complaint shall be considered a grievance unless it is presented within twenty (20) calendar days after the employee is aware or should have been aware of the conditions precipitating the grievance. Under normal circumstances, no grievance will be processed if the events in the grievance are based on events ninety (90) calendar days or more old as of the written submission.

First Step: Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with grievant's immediate supervisor, except as noted in section (c) above. This step shall not require a written grievance, however, the employee(s) must advise the supervisor that the First Step of the Grievance Procedure is being initiated. Within ten (10) calendar days immediate supervisor shall render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

Second Step: If a mutually acceptable solution has not been reached at the First Step, the grievant shall submit the grievance in writing to the supervisor of the employee's immediate supervisor, who may be the Department Director. If the Department Director is the immediate supervisor or the reviewing supervisor at either the First Step or Second Step, the grievance must meet the requirements of the First and Second Steps, but shall be considered to be at the Third Step. The written grievance shall provide a detailed statement of the grievance, including dates, names and places, applicable MOU or MOU Article(s) or personnel practices, and the specific remedy requested. Within ten (10) calendar days the reviewing supervisor shall meet with the grievant and within ten (10) calendar days thereafter render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

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

Third Step: If a mutually acceptable solution has not been reached, the grievant shall submit the written grievance to the Department Director. The Department Director, or

designee, shall utilize an "Interest Based" process in attempting to resolve the grievance, unless the parties mutually agree to waive the "Interest Based process. The Department Director, or designee, shall personally meet with the grievant as soon as is practicable, but not later than fourteen (14) calendar days from the presentation of the written grievance, to discuss the grievance and shall render a written decision to the grievant within fourteen (14) calendar days of such meeting. The Department Director and the grievant may call any witnesses at such meeting in order to reach a decision. Any meeting may be continued by the Department Director if necessary to allow for a proper investigation. If the grievant is not satisfied with the written decision, the grievant may submit the grievance to the next step not later than thirty (30) calendar days thereafter.

Fourth Step: If a mutually acceptable solution was not reached in the prior step, the grievant may submit the written grievance to the Personnel Director, within the thirty (30) calendar days specified above. The Personnel Director shall forward the grievance to the City Manager. As an alternative to submitting the grievance to the City Manager, only MCMA can specify that the grievance be submitted to a hearing officer within the same thirty (30) calendar days specified above.

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 MCMA shall alternately strike names from the list until only one name remains and the remaining name shall be that of the hearing officer. The cost of the hearing shall be shared equally by both parties. At the conclusion of the hearing, the hearing officer shall make recommendations to the City Manager. The decision of the City Manager shall be rendered within twenty (20) calendar days of receipt of the hearing officer's recommendations, or within twenty (20) calendar days of receipt of the grievance if no hearing before a hearing officer was requested. The decision of the City Manager shall be final and binding on all parties.

ARTICLE 42. DISCIPLINARY ACTIONS

- A. The following shall constitute cause for disciplinary action, including dismissal, demotion, suspension and disciplinary probation.
1. Violation of the City Charter.
 2. Violation of the Modesto Municipal Code.
 3. Violation of the Personnel Rules or Personnel Administrative orders, excluding Personnel Administrative Order No. 13.8-03-2.
 4. Fraud in securing employment.
 5. Incompetency.
 6. Inefficiency.
 7. Inexcusable neglect of duty.
 8. Insubordination.
 9. Dishonesty.
 10. Theft.
 11. Being under the influence of alcohol or controlled substances while on duty.

12. Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03.1.
 13. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
 14. Discourteous treatment of the public or other employees.
 15. Misuse of City property.
 16. Violation of any established departmental rule, regulation, policy and/or manual.
 17. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the City
 18. Unlawful discrimination, including harassment, on the basis of race, color, national origin, ancestry, sex, marital status, religion, age, physical or mental disability or perceived disability, sexual orientation, or political affiliation or beliefs.
 19. Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment, and/or coercion made in the course of employment; or any action that is a violation of the CITY's Workplace Violence Policy.
- B. The CITY shall have the right to 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 as provided for in ARTICLE 6 (PERFORMANCE EVALUATION), demotion may be made to a vacant position as a substitution for lay-off as provided for in ARTICLE 40 (LAYOFF AND DEMOTION PROCEDURES UPON REDUCTION IN FORCE). Demotion for the purposes of lay-off shall not be subject to appeal.
- C. The CITY shall have the right to suspend an employee without pay at any time for cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year and shall be issued and served in accordance with the Fair Labor Standards Act.
- D. The CITY shall have the right to dismiss an employee at any time. A regular employee in the classified service shall be entitled to receive a written statement of the reasons for dismissal.
- E. The CITY shall have the right to place an employee on disciplinary probation. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed without just cause or right of appeal from such dismissal. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.
- F. Employees may request an association or MCMA representative if the employee believes an investigatory interview could result in discipline as defined in subsection A.

ARTICLE 43. DISCIPLINARY APPEALS

- A. Employees shall have the right to appeal any dismissal, suspension, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, lay-offs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in ARTICLE 41 (GRIEVANCE PROCEDURE).
- B. An appeal must be filed in writing with the Director of Personnel within thirty (30) days following written notice to the employee of the discipline.
- C. Upon filing of an appeal, the CITY shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The CITY and employee shall alternately strike names from the list until only one 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 jointly stipulate to the use of any person as a Hearing Officer, whether identified on the list or not.
- D. The Hearing Officer shall proceed in any manner which will, in the Hearing Officer's judgment, develop all the facts bearing upon the matter, and no informality on the Officer's part shall constitute just cause for criticism of findings and decisions. Upon completion of the hearing, the Hearing Officer shall furnish certified copies of findings and decisions to the persons concerned. The decision of the Hearing Officer shall be final and binding.
- E. The person selected as the Hearing Officer shall set a date for the start of the hearing after consultation with the parties. Failure of the employee to appear at a hearing (except for good cause) shall be deemed withdrawal of the appeal and the discipline being appealed shall stand and be final.
- F. Oral evidence at the hearing shall be taken only on oath or affirmation.
- G. Each party shall have these rights at the hearing: To be represented by Counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; to subpoena witnesses and relevant documentary evidence; and to rebut the evidence against him or her. Further, at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.
- H. The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule

which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege as set forth in the Evidence Code shall apply. Irrelevant and unduly repetitious evidence shall be excluded.

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

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

ARTICLE 44. TIME BANK

- A. Each employee covered by this MOU shall contribute up to one (1) hour of vacation time to create a pool of two hundred and fifty (250) hours to be used for MCMA business (other than meet and confer and meet and consult items, and routine administrative functions dealing with the CITY). At the beginning of each calendar year, the CITY shall deduct an equal amount of hours or portions thereof of vacation time from each employee covered by this MOU to bring the total remaining pool hours to the two hundred and fifty (250) hour maximum.
- B. At the request of MCMA, the CITY shall deduct one additional time yearly, an equal amount of hours or portions thereof of vacation time from each employee covered by this

MOU to bring the total remaining pool hours to the two hundred fifty (250) hour maximum, whenever the pool balance reaches fifty (50) hours or less.

- C. Use of the time bank shall be accounted for and processed by the Finance Department using a specifically designated payroll code. Association members utilizing the time bank shall be responsible for reporting the time used on their payroll record. It is the responsibility of the employee using the time bank to obtain approval from the MCMA President or Vice-President.

ARTICLE 45. CREDIT ASSOCIATION DEDUCTIONS

The CITY shall provide for employee payroll deductions for Modesto First or OE3 Credit Union obligations.

ARTICLE 46. COMMUTER BUS PASSES

The CITY will make available free Modesto Area Express (MAX) commuter bus passes for use by employees in commuting to and from work.

ARTICLE 47. EMPLOYEE PARKING

Employees whose work site is at Tenth Street Place shall be assigned, by the CITY, to free parking (non-transferable), during their work days, at the Ninth Street Garage, the Tenth Street Garage and/or at other designated parking locations within a two-block radius of Tenth Street Place. Failure to utilize this right may, after notification to the employee, result in the deactivation of their proximity card garage access or revocation of the parking pass issued to the employee. The employee may decline, in writing, their parking rights as provided in this Article.

ARTICLE 48. NON DISCRIMINATION

- A. The CITY and MCMA agree that the provisions of this MOU shall be applied without favor or discrimination based on race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation or political affiliation. They agree to recognize, respect and support the CITY's commitment to nondiscrimination in employment as set forth in the CITY's Equal Opportunity Plan and CITY's Policy Against Harassment and Discrimination. MCMA agrees to encourage its members to assist in the implementation of that program.
- B. MCMA agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, color, ancestry, religion or creed, sex, national origin, marital status, age, physical or mental disability or perceived disability, medical condition, pregnancy-related condition, sexual orientation or political affiliation, job classification or employment status.

- C. Because the Americans With Disabilities Act (ADA) requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this MOU may require modification in order for the CITY to avoid discrimination under the Act.
- D. The MCMA 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. The MCMA will be allowed to meet and consult with the CITY concerning the proposed accommodations prior to implementation by the CITY.
- E. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

ARTICLE 49. PENDING ISSUE

The parties agree during the term of this MOU to meet and confer regarding the following issues.

- A. Succession Planning: The City is developing a succession planning program. The City and MCMA agree to meet and confer on the impacts of the implementation of a succession planning program, including but not limited to cross-training, acting assignments and intern programs.
- B. Personnel Rules: The City anticipates rewriting the City's Personnel Rules. The City and MCMA agree to meet and confer on any changes to the Personnel Rules that impact wages, hours or terms and conditions of employment.
- C. Labor Market Salary Survey and Classification Study Implementation: A Market Study and extensive Classification Study have been completed. The parties agree to implement initial classification and market salary changes effective January 6, 2009. Said market salary changes shall be for those classes which the parties agree are more than 15% "under market."
- D. Retiree Health: The parties agree to continue the evaluation of an alternative Retiree Health Program Structure (RHPS). Should the parties identify an acceptable alternative retiree health program structure, negotiations shall commence on implementation of the selected retiree health program structure. Negotiations shall include the opportunity to discuss an extended multi-year contract. Both parties acknowledge that the Association will link enhanced PERS retirement formula on the basis of savings that may result from a new retiree health program structure. The parties desire to identify an acceptable alternative to the retiree health program structure by December 1, 2008.
- E. Employee Benefits Committee (EBC): The parties agree to continue the discussion regarding health plans for employees and retirees during the term of this MOU, via the EBC. Such discussion may include potential changes to health insurers, plan designs

and health plan year, as well as the impacts of the unblending of retiree premiums from active employee premiums.

- F. Management and Confidential Leave: the parties agree to meet and confer on Management/Confidential Leave as provided for in Article 18.
- G. Furloughs: If the City elects to implement unpaid work furloughs, the parties agree to expeditiously meet and confer on the impacts of the furloughs.

ARTICLE 50. JOB ACTIONS

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

ARTICLE 51. 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 parties acknowledge that during the negotiations which resulted in this Agreement, each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total contract between the CITY and MCMA with respect to wages, hours and other terms and conditions of employment. Any prior or existing Agreement between the parties, whether formal or informal, regarding any such matters is hereby superseded and terminated in its entirety. The parties voluntarily waive the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement, except that the parties, by mutual agreement, may meet and confer and agree to amend any matter in this Agreement, including compensation; provided, however, that the CITY may make changes to the personnel rules consistent with rights MCMA has to meet with the CITY prior to implementation of such changes.
- C. If the CITY should absorb another entity which results in employees of the other entity being covered by this MOU the CITY and MCMA shall expeditiously meet and confer regarding the effect of such action on wages, hours and other terms and conditions of employment of such new employees.
- 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.

ARTICLE 52. PROVISIONS OF LAW

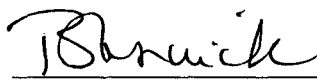
It is understood and agreed that this MOU is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Charter and Code. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of those Federal,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

ARTICLE 53. 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 CONFIDENTIAL AND
MANAGEMENT ASSOCIATION**

 2/12/09


Robin Renwick Date
Personnel Director

 1/29/09

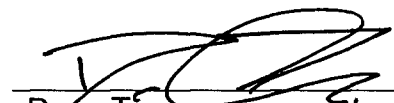
Laurie Smith Date
MCMA President

 2/12/09

Julie Hannon Date
Acting Parks, Recreation &
Neighborhoods Director

 1/29/09


Linda Boston Date
MCMA Vice President

 2/5/09


Dave Truax Date
Deputy Chief Information Officer

 1/30/09

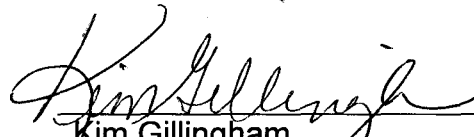
Leslie Curtin Date
MCMA Director

 2/11/09

Jill Peltier Date
Employee Relations Specialist

 1/30/09

Aaron Trott Date
MCMA Director

 2/5/09

Kim Gillingham Date
MCMA Business Representative

**Classifications and Salary Ranges
Modesto Confidential and Management Association Bargaining Unit
Effective July 22, 2008**

<u>Salary Range</u>	<u>Classification</u>	<u>FLSA Status</u>
420	Accountant I (Confidential)	Non-Exempt
428	Accountant II	Non-Exempt
445	Accounting Division Manager	Exempt
425	Administrative Analyst I	Non-Exempt
431	Administrative Analyst II	Both
407	Administrative Clerk II (Confidential)	Non-Exempt
407	Administrative Office Assistant II (Confidential)	Non-Exempt
411	Administrative Office Assistant III (Confidential)	Non-Exempt
439	Administrative Services Officer	Exempt
415	Administrative Services Technician I (Confidential)	Non-Exempt
419	Administrative Services Technician II (Confidential)	Non-Exempt
413	Administrative Technician (Confidential)	Non-Exempt
441	Airport Manager	Exempt
427	Assistant City Clerk/Auditor	Non-Exempt
436	Assistant Civil Engineer	Non-Exempt
424	Assistant Planner	Non-Exempt
431	Assistant Risk Manager	Exempt
436	Assistant Traffic Engineer	Exempt
443	Associate Civil Engineer	Exempt
430	Associate Planner	Exempt
443	Associate Traffic Engineer	Exempt
431	Budget Analyst I	Non-Exempt
434	Budget Analyst II	Exempt
438	Budget Officer	Exempt
441	Building Maintenance Superintendent	Exempt
435	Business Analyst	Exempt
447	Business Development Division Manager	Exempt
424	Buyer	Non-Exempt
450	Chief Building Official	Exempt
452	City Engineer	Exempt
432	Communications Specialist	Exempt
439	Community Facilities Districts Administrative Officer	Exempt
430	Community Services Supervisor	Exempt
432	Compost Facility Supervisor	Exempt
435	Cultural Services Manager	Exempt
423	Custodian Supervisor	Exempt
442	Customer Services Division Manager	Exempt
432	Customer Services Supervisor	Exempt
446	Deputy Chief Building Official	Exempt

Exhibit 1

<u>Salary Range</u>	<u>Classification</u>	<u>FLSA Status</u>
420	Deputy City Clerk	Non-Exempt
436	Electrical Supervisor	Exempt
435	Emergency Medical Services Coordinator	Exempt
420	Employee Benefits Coordinator	Non-Exempt
434	Environmental Laboratory Supervisor	Exempt
430	Events Coordinator	Non-Exempt
438	Events Supervisor	Exempt
420	Executive Secretary (excluding position in City Manager's office)	Non-Exempt
441	Fleet Manager	Exempt
441	Housing and Urban Development Manager	Exempt
438	Housing Program Supervisor	Exempt
446	Information Technology Unit Manager	Exempt
435	Integrated Waste Specialist	Exempt
432	Junior Civil Engineer	Non-Exempt
432	Junior Traffic Engineer	Non-Exempt
438	Land Surveyor	Exempt
418	Legal Secretary (Confidential)	Non-Exempt
420	Legal Services Technician (Confidential)	Non-Exempt
435	Management Analyst	Exempt
442	Manager of Budget and Financial Analysis	Exempt
432	Neighborhood Preservation Supervisor	Exempt
422	Office Supervisor (excluding position in Personnel Office)	Exempt
432	Operations and Maintenance Supervisor	Exempt
434	Operations Supervisor	Exempt
433	Organizational Development Specialist	Exempt
423	Parking Services Supervisor	Exempt
441	Parks Operations Superintendent	Exempt
432	Parks Project Coordinator	Exempt
441	Parks Planning and Development Manager	Exempt
431	Personnel Analyst	Non-Exempt
447	Planning Division Manager	Exempt
426	Police Civilian Supervisor	Exempt
411	Police Clerk II (Confidential)	Non-Exempt
424	Police Facilities Coordinator	Exempt
444	Principal Planner	Exempt
438	Property Agent	Exempt
419	Public Information Technician (Confidential)	Non-Exempt
438	Public Safety Business Services Analyst	Exempt
441	Purchasing Manager	Exempt
435	Rate and Fee Analyst	Exempt
441	Recreation Program Manager	Exempt
432	Recreation Supervisor II	Exempt
431	Recycling Program Coordinator	Exempt
434	Regulatory Compliance Supervisor	Exempt

Exhibit 1

<u>Salary Range</u>	<u>Classification</u>	<u>FLSA Status</u>
434	SCADA Supervisor	Exempt
415	Secretary (Confidential)	Non-Exempt
432	Senior Accountant	Exempt
415	Senior Administrative Office Assistant (Confidential)	Non-Exempt
438	Senior Business Analyst	Exempt
428	Senior Buyer	Exempt
450	Senior Civil Engineer	Exempt
434	Senior Community Development Program Specialist	Exempt
430	Senior Crime Analyst	Exempt
434	Senior Housing Rehabilitation Specialist	Exempt
435	Senior Personnel Analyst	Exempt
436	Senior Planner	Exempt
430	Software Analyst I	Exempt
434	Software Analyst II	Exempt
438	Software Analyst III	Exempt
442	Software Analyst IV	Exempt
444	Solid Waste Program Manager	Exempt
426	Stores Manager	Exempt
441	Streets Superintendent	Exempt
434	Supervising Accountant	Exempt
426	Supervising Animal Control Officer	Exempt
444	Supervising Building Inspector	Exempt
442	Supervising Construction Inspector	Exempt
434	Systems Engineer I	Exempt
438	Systems Engineer II	Exempt
442	Systems Engineer III	Exempt
418	Systems Technician I (Confidential)	Non-Exempt
422	Systems Technician II (Confidential)	Non-Exempt
426	Systems Technician III (Confidential)	Non-Exempt
450	Traffic Engineer	Exempt
444	Transit Manager	Exempt
440	Transportation Planner	Exempt
441	Urban Forestry Superintendent	Exempt
422	Utility Dispatch Supervisor	Exempt
441	Wastewater Collections Superintendent	Exempt
446	Wastewater Treatment Plant Manager	Exempt
432	Water Quality Control Maintenance Supervisor	Exempt
440	Water Quality Control Operations Supervisor	Exempt
447	Water Superintendent	Exempt
435	Weed and Seed Program Coordinator	Exempt
419	Workers' Compensation Claims Assistant	Non-Exempt
422	Workers' Compensation Claims Examiner I	Non-Exempt
427	Workers' Compensation Claims Examiner II	Exempt

Exhibit 1

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09

EFFECTIVE July 22, 2008

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

Range	1	2	3	4	5	6	7	8	9
0403	13.8087	14.1539	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246
0404	14.1539	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452
0405	14.5077	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763
0406	14.8704	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182
0407	15.2422	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712
0408	15.6233	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355
0409	16.0139	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114
0410	16.4142	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992
0411	16.8246	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992
0412	17.2452	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117
0413	17.6763	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370
0414	18.1182	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754
0415	18.5712	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273
0416	19.0355	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930
0417	19.5114	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728
0418	19.9992	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0403	1,104.70	1,132.31	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97
0404	1,132.31	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62
0405	1,160.62	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10
0406	1,189.63	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46
0407	1,219.38	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70
0408	1,249.86	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84
0409	1,281.11	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91
0410	1,313.14	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94
0411	1,345.97	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94
0412	1,379.62	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94
0413	1,414.10	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96
0414	1,449.46	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03
0415	1,485.70	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18
0416	1,522.84	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44
0417	1,560.91	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82
0418	1,599.94	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37
MONTHLY	1	2	3	4	5	6	7	8	9
0403	2,402.72	2,462.77	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48
0404	2,462.77	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67
0405	2,524.35	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67
0406	2,587.45	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58
0407	2,652.15	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40
0408	2,718.45	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18
0409	2,786.41	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98
0410	2,856.08	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87
0411	2,927.48	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87
0412	3,000.67	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04
0413	3,075.67	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44
0414	3,152.58	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12
0415	3,231.40	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14
0416	3,312.18	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58
0417	3,394.98	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46
0418	3,479.87	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09

EFFECTIVE July 22, 2008

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

0419	20.4992	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763
0420	21.0117	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007
0421	21.5370	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407
0422	22.0754	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967
0423	22.6273	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691
0424	23.1930	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583
0425	23.7728	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648
0426	24.3671	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889
0427	24.9763	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311
0428	25.6007	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919
0429	26.2407	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717
0430	26.8967	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710
0431	27.5691	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903
0432	28.2583	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0419	1,639.94	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10
0420	1,680.94	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06
0421	1,722.96	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26
0422	1,766.03	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74
0423	1,810.18	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53
0424	1,855.44	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66
0425	1,901.82	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18
0426	1,949.37	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11
0427	1,998.10	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49
0428	2,048.06	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35
0429	2,099.26	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74
0430	2,151.74	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68
0431	2,205.53	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22
0432	2,260.66	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41
MONTHLY	1	2	3	4	5	6	7	8	9
0419	3,566.87	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87
0420	3,656.04	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53
0421	3,747.44	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89
0422	3,841.12	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03
0423	3,937.14	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03
0424	4,035.58	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94
0425	4,136.46	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87
0426	4,239.88	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86
0427	4,345.87	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02
0428	4,454.53	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39
0429	4,565.89	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08
0430	4,680.03	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15
0431	4,797.03	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70
0432	4,916.94	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE July 22, 2008

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

0433	28.9648	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909
0434	29.6889	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732
0435	30.4311	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775
0436	31.1919	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044
0437	31.9717	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545
0438	32.7710	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284
0439	33.5903	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266
0440	34.4301	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498
0441	35.2909	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985
0442	36.1732	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735
0443	37.0775	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753
0444	38.0044	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047
0445	38.9545	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623
0446	39.9284	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0433	2,317.18	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27
0434	2,375.11	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86
0435	2,434.49	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20
0436	2,495.35	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35
0437	2,557.74	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36
0438	2,621.68	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27
0439	2,687.22	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13
0440	2,754.41	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98
0441	2,823.27	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88
0442	2,893.86	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88
0443	2,966.20	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02
0444	3,040.35	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38
0445	3,116.36	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98
0446	3,194.27	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91
MONTHLY	1	2	3	4	5	6	7	8	9
0433	5,039.87	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61
0434	5,165.86	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15
0435	5,295.02	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49
0436	5,427.39	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76
0437	5,563.08	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08
0438	5,702.15	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54
0439	5,844.70	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23
0440	5,990.84	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26
0441	6,140.61	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74
0442	6,294.15	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79
0443	6,451.49	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49
0444	6,612.76	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03
0445	6,778.08	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43
0446	6,947.54	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90

Exhibit 2

CITY OF MODESTO
SCHEDULE OF SALARY RANGES IN CITY SERVICE FOR FY 08-09
EFFECTIVE July 22, 2008

SCHEDULE - D MANAGEMENT/CONFIDENTIAL GENERAL (MCMA)

HOURLY

0447	40.9266	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651
0448	41.9498	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117
0449	42.9985	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895
0450	44.0735	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992
0451	45.1753	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417
0452	46.3047	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177
0453	47.4623	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281
0454	48.6489	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738
0455	49.8651	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556
0456	51.1117	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745
0457	52.3895	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314
0458	53.6992	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272
0459	55.0417	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272	67.0629
0460	56.4177	57.8281	59.2738	60.7556	62.2745	63.8314	65.4272	67.0629	68.7395
BI-WEEKLY	1	2	3	4	5	6	7	8	9
0447	3,274.13	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21
0448	3,355.98	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94
0449	3,439.88	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16
0450	3,525.88	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94
0451	3,614.02	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34
0452	3,704.38	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42
0453	3,796.98	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25
0454	3,891.91	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90
0455	3,989.21	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45
0456	4,088.94	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96
0457	4,191.16	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51
0458	4,295.94	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18
0459	4,403.34	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18	5,365.03
0460	4,513.42	4,626.25	4,741.90	4,860.45	4,981.96	5,106.51	5,234.18	5,365.03	5,499.16
MONTHLY	1	2	3	4	5	6	7	8	9
0447	7,121.23	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53
0448	7,299.26	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44
0449	7,481.74	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77
0450	7,668.79	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67
0451	7,860.49	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26
0452	8,057.03	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69
0453	8,258.43	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09
0454	8,464.90	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63
0455	8,676.53	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48
0456	8,893.44	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76
0457	9,115.77	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66
0458	9,343.67	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34
0459	9,577.26	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34	11,668.94
0460	9,816.69	10,062.09	10,313.63	10,571.48	10,835.76	11,106.66	11,384.34	11,668.94	11,960.67

Exhibit 2

MCMA APPROVED ALTERNATE WORK SCHEDULES

(See Article 11, Approved Work Schedules for positions and classifications eligible to participate in these work schedules.)

NINE-EIGHTY (9-80) WORK SCHEDULE

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

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

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

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

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

Overtime shall be compensated in accordance with Article 14, Overtime for Non-Exempt employees.

FOUR-ELEVEN (4/11) WORK SCHEDULE

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

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

Employees assigned to a 4/11 Schedule will have a paid lunch break of thirty (30) minutes coupled with one (1) fifteen (15) minute paid break, for a total of forty-five (45) minutes. Employees shall remain available by phone or radio, and are subject to recall at any time

Exhibit 3

during their lunch break. In the event of a recall or missed lunch break, there will be no additional compensation.

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

MODIFIED FOUR-TEN (4/10) WORK SCHEDULE

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

The Modified Four-Ten (4/10) Schedule requires that employees work two hundred and forty (240) hours per year in addition to their regular schedule. Of this, two-hundred and forty (240) hours, thirty-two (32) hours will be scheduled as four (4) training days. Each of these four (4) days will consist of eight (8) hours, excluding lunch. One hundred and twenty (120) hours will be worked as twelve (12) ten hour "double days" each year, to be scheduled by the supervisor and worked during the employee's normal thirty-hour (30) work week. The remaining eighty-eight (88) hours are owed to the City and shall be deducted from the employee's annual holiday entitlement. See Article 20, Holidays.

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

Overtime for non-exempt employees shall be compensated in accordance with Article 14, Overtime For Non-Exempt Employees.

Exhibit 3

Attachment A: Definitions

The following definitions are provided for information purposes, only, and are not a negotiable part of this Implementation Document. The definitions may be drawn from various City rules, policies, administrative orders or other documents and are subject to change pursuant to the provisions of those source documents.

Advancement. A salary increase within the limits of the salary range established for the class.

Applicant. A person who has made formal application for employment.

Appointment. The offer to a person and his/her acceptance of a position.

Class or Classes of Positions. A group of positions having duties and responsibilities sufficiently similar that the same title, examples of duties, and requirements may be applied.

Classification Plan. The arrangement of positions into classes, with titles and specifications describing each class.

Continuous Service. Employment by the City, uninterrupted from the date of appointment, except by authorized absence with pay.

Demotion. A downgrade of a regular employee from one class to another class with a lower salary range imposed as a disciplinary action or as a substitution for layoff. A reduction in salary within the same class shall not be considered a demotion.

Disciplinary Probation. A form of disciplinary action, as distinguished from the usual probationary period for new employees, for a specified time not to exceed one year. Employees placed on disciplinary probation may be dismissed for failure to meet any requirement imposed as a condition to such status.

Dismissal. The separation from employment of an employee by an appointing authority for cause.

Domestic partnership is a partnership that complies with California Family Code Section 298 and is filed with the Secretary of State of the State of California.

Downgrade. A change in employment status of a regular employee from one class to another class with a lower salary range.

Eligible. A person whose name is on an appropriate eligible list and who is not ineligible for appointment for any reason.

Eligible List. A record of the name of persons who have qualified, through examination, for employment in a specific class.

Examination. A test or group of tests and evaluations used to determine eligibility and to rank candidates for employment in a class.

Exempt and non-exempt. These terms reference the employee's status pursuant to the Fair Labor Standards Act (FLSA). Exempt employees are exempt from the overtime requirements of the FLSA. (See Exhibit 1: Classifications and Salary Ranges for FLSA status.)

Grievance. A grievance is a disagreement between the CITY and an employee, group of employees, or MCMA concerning the interpretation, application, or violation of a specific Article(s) of this MOU or established written rules(s) or regulations(s), or custom(s) governing personnel practices.

Interest Based Negotiations. Interest Based Negotiations is a process that focuses on satisfying as many interests or needs as possible for all negotiators. It is a problem solving process used to reach an integrative solution rather than describing rewards in a win/lose manner.

Lay-Off. Termination of service because of lack of work, lack of funds, or in the interests of economy, without fault on the part of the employee involved.

Modesto Municipal Code. Chapter 5 of Title II of the Modesto Municipal Code plus any other provisions of the Modesto Municipal Code which deal with the City's personnel system.

Overtime. Hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.

Position. A combination of duties regularly assigned to be performed by one person.

Probationary Period. A working test period during which an employee appointed from an eligible list is required to demonstrate his/her fitness for the class by actual performance of the duties of his/her position.

Probationary Status. The status of an employee who has been appointed from an eligible list, but has not completed the prescribed probationary period.

Probationer. An employee who has probationary status.

Promotion. A change in employment status of a regular employee from one class to another class with a higher salary range.

Provisional Employee. An employee who is appointed without examination to a regular position in the classified service for which no eligible list exists.

Recognized Employee Organization. "Recognized Employee Organization" means an employee organization, which has been formally recognized by the City as the employee organization that represents the employees in an appropriate representation unit.

Reduction. A salary decrease within the pay range for the class.

Regular Employee. An employee who has satisfactorily completed his/her initial probationary period and has been retained in the classified service.

Regular Position. A position in the classified service which requires, or is likely to require, the services of an employee for more than six months.

Reinstatement. The reappointment without examination of an employee who has resigned in good standing.

Release. Separation of an employee from the service during or at the close of the probationary period.

Separation. Any termination of employment.

Status. The condition of an employee's present appointment, such as temporary, provisional, probationary, or regular.

Suspension. An involuntary absence without pay, imposed for disciplinary purposes, or pending investigation of charges.

Temporary Appointment. An appointment for a limited period.

Transfer. A change in employment status of a regular employee from one position to another within the same class, or a comparable class. "Comparable" means a class with similar duties and responsibilities, and the same or similar minimum qualifications, and the same salary range.

Vacancy or Vacant Position. Any unfilled position in the City service.