

**Memorandum of Understanding
between the
City of Modesto
and the
Modesto City Employees' Association
(MCEA)**

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

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PREAMBLE

It is the purpose of this Memorandum to set forth the wages, hours and other terms and conditions of employment for employees represented by the Modesto City Employees' Association (hereinafter referred to as "MCEA").

ARTICLE 1. TERM

The term of this Memorandum of Understanding shall commence at 12:01 a.m. on **July 22, 2008** and this Memorandum of Understanding 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, direct and control all of the operations and services of the City; to determine the methods, means and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 3. REPRESENTATION

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

ARTICLE 4. RENEGOTIATIONS

- (A) In the event that either party desires to negotiate a successor Memorandum, the party shall serve upon the other between the period of 210 calendar days and 180 calendar days prior to the termination date of this Memorandum, its written request to commence negotiations. An Agent of the MCEA may serve notice for the Modesto City Employees' Association. If such notice is not served during this period, the terms and conditions set forth in this MOU may continue for an additional year.
- (B) Upon receipt of the written notice from the opening party, negotiations shall begin no later than one hundred twenty (120) calendar days prior to the termination date of this Memorandum. The parties shall notify one another of the names of their designated representatives at least thirty (30) days in advance of the first meeting.

- (C) When negotiating a successor memorandum, the MCEA shall be represented by no more than six (6) employees who shall be released from active duty and will not lose wages or benefits when negotiating. MCEA may add up to two (2) additional employees to the MCEA negotiating team upon mutual agreement.

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

- (D) Interest-Based training will be provided if a sufficient number of MCEA employees require training prior to negotiations. If either party elects not to use the Interest-Based process, a process that is more accelerated than the Interest-Based process shall be used. MCEA may choose to have a single spokesperson at the table; Management will use more than one (1) spokesperson at the table.

ARTICLE 5. SALARY RATES AND STEP ADVANCEMENTS

The base salary ranges and rates shown in **Exhibit 1** (Salary Ranges and Rates) shall be applicable on the dates indicated for classifications in this Unit for the period commencing August 5, 2008, as provided in **Exhibit 2** (Schedule of Salary Ranges).

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

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

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

- (B) Each salary range shall consist of five (5) Steps, A through E. Progression through the steps shall be based upon both length of service and job performance.
 - (1) Step A will normally be paid upon initial employment. The initial salary may be set at a higher Step only upon approval of the Department Director and City Manager. In cases of exceptional performance, employees hired at higher than Step A may be considered for their first Step increase after thirteen (13) pay periods.
 - (2) Step B shall be paid upon completion of thirteen (13) pay periods with an overall "meets" performance evaluation.

- (3) Step C through Step E shall be paid upon completion of twenty-six (26) pay periods with an overall "meets" performance evaluation at each Step.
 - (4) Accelerated Step increases within the established salary range may be granted in addition to those above, upon approval of the City Manager.
 - (5) When a Step increase is denied, there shall be another performance evaluation of the employee in thirteen (13) pay periods from the effective date of the denied increase. There is no right of appeal to the withholding of a step increase, but the reasons for withholding shall be given in writing to the employee.
 - (6) Due to inferior work, lack of application, indifferent attitude or other legitimate reasons, an employee's Step may be reduced to a lower Step. There is no right of appeal due to the lowering of Steps, but the reasons for reduction shall be given in writing to the employee.
 - (7) All other salary administration policies shall be as contained in the Personnel Rules and Personnel Administrative Orders.
- (C) The City and MCEA agree to continue to meet and confer regarding implementation of the internal alignment recommendations of the comprehensive, wall-to-wall Classification Study.
- (D) Following review of market survey data and adjustments as agreed to by the City and MCEA, the City shall adjust salary ranges for benchmark classes and all linked classes to bring all classifications represented by MCEA to that range that brings the classes to within 15% of the median total compensation of survey agencies. The effective date of the salary adjustments shall be 1/6/2009.
- (E) Effective October 14, 2008 each employee shall be credited with 16 hours of leave. Leave shall have no cash value and shall be used within twelve (12) months from adoption by Council.

ARTICLE 6. PERFORMANCE EVALUATION

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

- (C) The specific procedures of the performance evaluation system shall be as contained in the Personnel Rules and Personnel Administrative Orders.

ARTICLE 7. PAY PERIOD DEFINITION

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

ARTICLE 8. WORKWEEK DEFINITION

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

ARTICLE 9. STANDARD TOUR OF DUTY

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

The Department Director shall establish the times a standard tour of duty begins and ends and the actual number of hours, which comprises the standard tour of duty for each position. If the City needs require it, employees will be offered, on a voluntary basis, staggered work hours and/or days. If no employees volunteer for such staggered work hours and/or days, employees may be assigned work outside their Standard Tour of Duty by inverse order of seniority, not to exceed one (1) work shift.

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

ARTICLE 10. LEAVE USAGE AND ACCRUALS

All leave accrual, including 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 11. REST PERIODS

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

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

ARTICLE 12. OVERTIME

- (A) Policy. It is the policy of the City of Modesto to discourage overtime except when necessitated by abnormal or unanticipated workload situations. It is the responsibility of Department Directors to arrange for the accomplishment of workload under their jurisdiction within the normal tour of duty of employees. Each department shall keep complete and accurate records of all overtime earned in every pay period. The City has the right to require each employee to work overtime as necessary. To the extent possible and in the sole discretion of the Department Director, overtime will be distributed equitably among qualified employees within the department. Supervisors will not authorize an employee for overtime during the time when he/she is on a disciplinary suspension without pay or while on disciplinary probation.
- (B) Definition. Overtime is defined as hours actually worked in excess of forty (40) hours in a workweek. Paid leave shall be considered as time actually worked for purposes of computing overtime. Overtime shall not affect leave accruals.
- (C) Overtime Compensation. Any employee authorized by the Department Director or authorized representative to work overtime shall be compensated at premium rates, i.e. one and one-half (1-1/2) times the employee's regular hourly rate of pay. Upon an employee's request, overtime may be compensated as compensatory time off (CTO). CTO shall be credited at time and one-half.

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

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

Prior to the promotion or reclassification of an employee, all compensating time off shall be taken or paid at the employee's then current regular rate of pay. Overtime compensation for Relief and Senior Wastewater Treatment Plant Operators assigned to the twenty-four (24) hour schedule shall be paid pursuant to 29 C.F.R. Sec. 778.114 of the Fair Labor Standards Act regulations.

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

ARTICLE 13. STANDBY

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

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

Employees who utilize sick leave or other accrued leave for their own personal illness or injury shall not be entitled to standby for any day such leave is for more than one-half (1/2) of the employee's regular shift. Should this leave occur on Friday, the employee shall not be entitled to standby for either Saturday or Sunday. Should this leave occur on the day preceding a holiday, the employee shall not be entitled to standby on the holiday. Employees have an obligation to report to their supervisor any changed availability as required by this Article, at the beginning of the workday or as soon as such change in availability is known, whichever comes first.

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

- (B) Response Time. Standby requires that employees so assigned shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to respond to either the geographic center of the City or the employee's assigned work unit location to duty within a reasonable period of time, not to exceed thirty (30) minutes.

This response time will be determined by use of the Microsoft Streets and Trips software or similar mapping/traveling software agreed upon jointly by the City and MCEA, using the employee's home address. Additional parameters will be agreed upon jointly by the City and MCEA (current parameters are outlined in Appendix G of this Memorandum). This response time will be refigured at the beginning of each calendar year or upon an employee's change of address. Exceptions to the thirty-minute (30) restriction may be made by a department director, based on the operating and staffing needs of the department.

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

ARTICLE 14. FATIGUED EMPLOYEES

- (A) Policy. It is the policy of the City to ensure that an employee is not required to work such a significant number of hours that it might lead to extreme fatigue of that employee or place that employee in violation of any state or federal law governing employees possessing a commercial driver's license. Further, the City seeks to provide and maintain a safe working environment for each individual.

This Article applies only to employees assigned a 5-2, 9-80 or 4-10 work shift in the Public Works Department or in the Building Services or Parks Services Divisions of the Parks, Recreation and Neighborhoods Department. This Article does not apply to hours worked on pre-scheduled overtime.

- (B) Hours Worked. An employee in one of the above work units who is required to work more than four (4) hours overtime within a sixteen (16)-hour time period AND whose regularly scheduled work shift begins less than six (6) hours from the time the overtime ends, shall be afforded a full six (6)-hour rest period before returning to work.

In the case of extraordinary circumstances (i.e., a natural disaster), a Department Director or a Deputy Director may authorize an employee to work longer without a rest period.

- (C) Rest Period. If the six (6)-hour rest period discussed in (B) above extends into the next regularly scheduled work shift, the employee shall be allowed to be absent from the workplace for a period of time totaling six (6) hours. Any portion of the six (6)-hour rest period that extends into the regularly scheduled work shift shall be considered paid work time.
- (D) Additional Rest Period. If, following the six (6)-hour rest period, the employee is still too fatigued to return to work, the employee may request additional time off to be charged to the employee's vacation, Holiday CTO, or CTO balance. This additional approved time off shall not be recorded as an "unscheduled" leave.

ARTICLE 15. CALL BACK

- (A) When an employee returns to active duty at the request of the Department Director after said employee has been released from active duty, said employee shall be entitled to call-back compensation. Paid Call-Back shall begin when the employee departs for his/her duty assignment and shall end when the employee departs from the worksite.
- (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 Standby as described in Article 13;
 - (3) Overtime which occurs as an extension of an employee's regular workday;
 - (4) When an employee begins work at the request of the Department within ninety (90) minutes prior to the scheduled start of his/her regular work shift.
- (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 also receives time and one-half for actual time worked in excess of eighty (80) minutes (beginning when the employee departs for his/her duty assignment).

ARTICLE 16. COURT OVERTIME FOR ANIMAL CONTROL/COMMUNITY SERVICE OFFICERS, AND IDENTIFICATION TECHNICIANS

- (A) Overtime shall be compensated at time and one-half of the regular rate of pay for time spent in court if such appearance is set within two (2) hours time of the beginning or ending of a regular work shift.
 - (1) If set within two (2) hours time of the beginning of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the appearance time and concluding at the beginning of the shift.
 - (2) If set within two (2) hours time of the ending of a regular work shift, overtime at time and one-half of their regular rate of pay will be compensated beginning with the shift ending time, and concluding with the completion of the court appearance.
- (B) A minimum of one (1) hour during a duty day, or on a day off, at the employee's straight time rate shall be recorded when an employee has been subpoenaed for an appearance and is required to telephone the Court Liaison Officer during off duty

hours prior to 12:00 p.m. to inquire whether the employee must appear. An additional one (1) hour as provided above shall be recorded if the employee is required to call back after 12:00 p.m. The Police Chief shall establish requirements for the times that employees must call the Court Liaison Officer. This call-in pay shall only be recorded if the employee is not required to appear in court.

- (C) A court appearance outside of a regularly scheduled duty day shift shall be considered overtime and shall be compensated at time and one-half.
 - (1) On a duty day or day off, and outside of the two (2)-hour gap, a minimum of four (4) overtime hours shall be recorded for the first appearance on that day and for required court-related time at the Police Department immediately prior to or following an appearance. If, on such a day, a second court appearance is required, a separate minimum of four (4) overtime hours shall be recorded, provided that the second appearance is required to begin after the previous four (4) hours minimum awarded that day is expired. When the second court appearance is required during the previous four (4) hour minimum, no additional pay shall be recorded until the previous four (4) hour minimum shall have expired, at which time hour for hour overtime shall resume.
 - (2) On a scheduled day off or vacation day, in order to be paid the minimums, the scheduled day or vacation day must be approved prior to the date that a subpoena is received.
- (D) Employees who have been subpoenaed for a court appearance shall be required to verify that their presence is still needed by checking the calendar posted in the department at the end of their duty day the day before the scheduled appearance and by calling the recorder in the District Attorney's Office or at the Police Department the night before the scheduled appearance. This shall be an uncompensated call. If the scheduled appearance falls during an employee's weekend, the employee shall be required to check the posted calendar at the end of the employee's last duty day prior to the weekend. If either the calendar or the recorder indicates that the employee is not required to appear as shown on the subpoena, unless otherwise instructed to appear, the employee shall not receive any overtime pay.
- (E) Employees who are called back to duty to appear in court while on suspension, sick leave, workers' compensation or leave without pay shall be paid at the straight time rate of pay for hours worked.

ARTICLE 17. APPROVED WORK SCHEDULES

Current negotiated schedules include 5/2, 4/10, 9/80, and 12/80 and twenty four (24)-hour shifts for Wastewater Treatment Plant Operators only.

A summary of the provisions of some of these schedules is set forth in Appendices A through C.

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

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

Alternate Work Schedules (See Appendices B & C)

ARTICLE 18. JOB SHARING

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

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 (1) notice for scheduled changes. In the event that one (1) employee terminates, cancels participation or is on leave of absence, the remaining employee shall assume the position on a full-time basis until a replacement is available.

ARTICLE 19. LICENSES, CERTIFICATES

- (A) Whenever an employee is required to obtain a certificate or license in order to carry out the duties assigned, except a California Class C Driver's License, the City will pay for the costs of obtaining or renewing the certificate or license and the time required to obtain or renew it shall be considered as regular duty time.
- (B) All newly hired employees and/or employees promoted into the Maintenance Worker I classification shall be required to possess a valid Class A or B permit within 45 days of appointment and Driver's License within 90 days of appointment. All newly hired employees and/or employees promoted into the maintenance

worker job family at, or above, the classification of Maintenance Worker II (as found in Appendix J of this Memorandum) at their expense, shall be required to possess a valid Class A or B Driver's License (depending on assignment), issued by the California Department of Motor Vehicles within ninety (90) days of the time of appointment. Employees will be allowed the use of a City vehicle and reasonable duty time to practice for the driving portion of this test.

Failure to obtain the license within this period and/or failure to pass the federally mandated DOT drug/alcohol test after obtaining the license shall be grounds for release from probationary status.

- (C) All existing employees in the maintenance worker job family above the classification of Maintenance Worker I shall be required to possess a valid Class A or B Driver's License (depending on assignment), with specified endorsements issued by the California Department of Motor Vehicles, except as noted below and in paragraph (D):
- (1) Building Maintenance Mechanics
 - (2) Maintenance Worker IIs assigned to Building Services
 - (3) Maintenance Mechanic – Parks assigned to the Centre Plaza or Building Services
 - (4) All classifications assigned to Traffic Signs and Markings
 - (5) All classifications assigned to Electrical at the Water Quality Control Plant
- (D) Parks Crewleaders shall be required to possess a valid Class B License issued by the California Department of Motor Vehicles.

In the Parks Services Division, three (3) employees shall be required to possess a valid Class A License issued by the California Department of Motor Vehicles. In the absence of volunteers, persons may be designated by management to obtain this license.

In the Parks Services Division, two (2) Maintenance Worker IIs per region, and the person assigned to the tool and equipment room, shall be required to possess a valid Class B License issued by the California Department of Motor Vehicles. In the absence of volunteers, reverse seniority rankings in each region will be used to determine which Maintenance Worker IIs in each region are designated to have the license.

In the Electrical Organization/Transportation Division, three (3) Electricians shall be required to possess a valid Class A License issued by the California Department of Motor Vehicles. In the absence of volunteers, persons may be designated by management to obtain this license.

In the Public Works Department, a minimum number of employees shall be required to possess a valid Class B License with a hazardous materials endorsement. These are employees engaged in related activities such as road

spill clean-up, use of hazardous treatment materials, hazardous material towing and maintenance of areas containing hazardous materials. These employees shall be designated by the Department. Employees required to obtain and maintain the hazardous material endorsement shall be notified at time of assignment.

Department management may modify or change the number of licenses required to meet the needs of the service as specified in paragraph (D). When department management finds it necessary to make such modifications or changes, the department manager shall notify the affected employee(s) and MCEA indicating the proposed change prior to its implementation and when MCEA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees. Employees will be given sixty (60) days to obtain this license when such modifications or changes are necessary.

Any other employees in the Public Works or Parks, Recreation and Neighborhoods Departments that wish to voluntarily maintain their Class A or B License shall have all fees and charges associated with obtaining and maintaining the licenses paid for by the City. Those employees who choose to maintain their Class A and B License shall remain in the DOT program and will be subject to all its provisions.

Each Department Head will identify and notify those employees who are **required** to possess the Hazardous Material Endorsement. Upon notification, the employee shall pass any written testing and submit any background information required to obtain the endorsement within 90 days of notice, or in the case of new hires, from date of hire. The City shall reimburse the employee for the cost of obtaining the endorsement upon receipt of the certificate. For employees so required, the City shall pay the cost of performing the background check required to obtain or renew the Hazardous Material endorsement. The time required to obtain or renew the endorsement shall be considered regular duty time when it occurs during the employees' regular tour of duty. In no event will the city pay for more than one effort to obtain or renew an endorsement.

The Department Director or appointee shall designate the number of employees with **voluntary** Hazardous Material Endorsements desired per division. A pool of qualified employees will be compiled with priority established in the order the City receives the employees completed certification. The City shall reimburse the employee for the cost of obtaining the endorsement upon receipt of the certificate. In no event will the city pay for more than one effort to obtain or renew an endorsement. Voluntary certificate holders are required to obtain the certificate on their own time.

- (E) ICBO Certifications. Due to changes in State law, and the impacts associated with Insurance Services Office (ISO) ratings for fire insurance, the City and MCEA agree, that employees in the classifications of Building Inspector I/II and Plan Review Engineer having more than one (1) International Conference of Building Officials (ICBO) certification shall receive one hundred dollars (\$100) for each

additional certification listed in this Memorandum (building, plumbing, mechanical, or electrical inspection), Building Plans Examiner, Special Inspector for Reinforced Concrete, Special Inspector for Pre-Stressed Concrete, Special Inspector for Structural Masonry, Special Inspector for Structural Steel/Welding and Special Inspector for Spray-Applied Fireproofing.

Thereafter, the one hundred dollars (\$100) shall be paid on a one time only basis for obtaining additional certificates and shall not be paid for subsequent renewals or reinstatement of certificates.

All employees in the classifications listed above shall be required to have the appropriate certification for their classification.

- (F) Water Division Certifications. The City shall pay all costs of obtaining (up to two tests) or renewing any level of water certification and the time required to obtain or renew it shall be considered as regular duty time. Costs associated with voluntary test preparation or continuing education courses may be covered by the City and time spent shall be without loss of compensation.

Employees having a Grade II or III, who choose not to attain the required CEUs and as a result lose their Grade II or III Certification from the State, shall demote to Water Distribution Operator I. If demoted, the City shall not be responsible for any costs of tests, course work, or incentive pays associated with the re-attainment of a Grade II or III, including CEUs to maintain Grades I and II. If a Grade II or III is again attained, the City shall reinstate the employee to the previously held class and resume payment for continuing education and renewal costs.

ARTICLE 20. PAY DIFFERENTIAL

- (A) Shift Pay. Employees who work four (4) hours or more in a shift shall be paid shift differential at the following rates:

- 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 seven dollars (\$7.00) total.

If the employee is required to work more than four (4) hours in both shifts as a result of overtime, the employee shall receive twelve dollars (\$12.00) total.

Shift differential shall not apply to employees in the following classifications: Heavy Equipment Mechanic, Heavy Equipment Mechanic Crewleader.

(B) DMV Class A/B Pay.

Employees who hold a classification where a Class A License is not required may voluntarily possess a Class A License. Such employee who possesses a Class A license shall receive a five dollar (\$5.00) shift differential for each shift in which they are assigned and operate any vehicle requiring a Class A license for a minimum of one hour. This provision shall not apply to operation of Class A equipment on private (including City owned) property where a commercial license is not required. This provision shall not apply to classes where possession of a Class A License is expected, including but not limited to Water Services Equipment Operator, Senior Equipment Operator or Crewleaders (except in Parks Division of Parks Recreation and Neighborhoods Department.) This provision shall apply to classifications such as Electrician where some, but not all positions are required to possess a Class A License.

(C) Miscellaneous Differential.

- (1) Pesticide Applicator. Employees in the Public Works and Parks, Recreation and Neighborhoods Departments that have certification as a Pesticide Applicator from the State of California to mix and apply pesticides shall receive a six dollar (\$6.00) per shift pay differential for each shift in which they are assigned to mix and apply pesticides and are in the lead role in the application process. A minimum number of hours of application per day are not required to receive this pay differential.

The City will pay all costs associated with obtaining and maintaining this certification for a sufficient number of employees that are needed for pesticide application. This number will be determined by the City.

Department management shall establish the actual number of certified Pesticide Applicators needed. Department management may modify or change the number of certificates required to meet the needs of the service. When department management finds it necessary to make such modifications or changes, the department manager shall notify the affected employee(s) and MCEA indicating the proposed change prior to its implementation and when MCEA requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on employees.

- (2) Honor Farm Supervision. Employees in any field division that are assigned to an oversight role over honor farm inmates shall receive a five dollar (\$5.00) per day pay differential for any day in which they are in this role for five or more hours of the work shift.
- (3) Line Clearance Tree Trimming. Employees in the classification of Tree Trimmer Crewleader or Tree Trimmer that have certification as Line Clearance Tree Trimmers, shall receive a six dollar (\$6.00) per day pay differential for any day in which they are performing or instructing others in the performance of line clearance tree trimming.

- (4) Relief Operators. Employees in the classification of Wastewater Treatment Plant Operator III shall receive a six dollar (\$6.00) per day pay differential for any day that they are assigned duties requiring a Grade III certificate for more than one-half of a shift. This is in addition to any other shift differential they are otherwise entitled.
- (D) Crane Certification (trial period from 1/7/08-1/7/10). Employees in the classification of Water Services Equipment Operator I/II will not be required to possess crane certification. Employees in the classification of Water Services Equipment Operator will be required to successfully complete the written crane training course within six months of appointment and every five years thereafter, subject to the City scheduling them timely. If the City fails to schedule an employee for training, the employee shall be relieved of the obligation to pass the written portion until the City schedules the training.

Employees in the classification of Water Division Crew Leader will not be required to possess crane certification. Employees in the classification of Water Division Crew Leader will be required to successfully complete the written crane training course within six months of appointment and every three years thereafter, subject to the City scheduling them timely. If the City fails to schedule an employee for training, the employee shall be relieved of the obligation to pass the written portion until the City schedules the training.

The Water Division will determine, by organization, the number and classification of qualified crane operators necessary to meet operating needs. Employees in the classifications of WDO I, II, III, WSEO and WPO may volunteer to be considered for this assignment and/or training. If there are insufficient volunteers, the City may designate employees to be trained. In the event there are more interested employees than required, the City may give preference to employees who possess a D3 certificate or who have completed the initial probationary period. To make the final selection, the City shall develop a screening process consisting of a practical pretest to assess likelihood that an employee would successfully complete the certification training program, which may include practical demonstration of crane operation. The final determination of the number of qualified operators required, the pretest to be used and the actual assignment of operators remains management discretion.

A maximum of six (6) primary operators shall receive an additional 1% differential to be available to operate the crane. Regardless of whether a Water System Operator is designated and compensated as a primary operator, any Water System Operator who possesses crane certification and is assigned by the City to operate a crane will receive an additional five dollars (\$5.00) per day for any day in which they operate the crane for half a shift or longer.

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

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

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

Employees who pass the review panel and are needed in this capacity by the department shall receive three (3) hours of compensatory time off (CTO) per pay period. Employees must agree to use their bilingual skills at the direction of the department for a minimum of one (1) year from the time the compensatory time off begins, unless an unusual hardship is presented by the employee.

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

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

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

- (F) Pay Differentials. Pay differentials provided in paragraphs (A) through (F) herein shall be included in base pay for purposes of compensation for approved vacation and holiday leave, compensating time off and up to forty-eight (48) hours of sick leave per year.

ARTICLE 21. ACTING PAY

- (A) Acting Pay. Employees directed to work continuously in a vacant higher level regular position shall, subject to the other provisions of this paragraph, receive a salary rate increase to the higher level for the time actually worked in excess of one hundred sixty (160) hours. Such increase shall be determined as if the assignment had been a promotion retroactive to the first day of such assignment. For purposes of this Article, a vacant position is defined as an authorized regular position that is unoccupied due to 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.
- (B) Out-of-Class Pay. Employees may request out-of-class pay. After review with the Department Director, the Personnel Director may authorize an additional five (5%) percent pay differential for an employee working above their class, provided that the employee has been directed to perform significant assignments from a higher classification, or to perform higher duties and responsibilities, on a continuous basis in excess of one hundred twenty (120) consecutive hours. The decision of the Personnel Director to approve or disapprove such requests is final and binding and not subject to the Grievance Procedure.
- (C) Duration of Assignment. Initially, an Acting Assignment or an Out-of-Class Assignment shall be limited to a term of twelve (12) consecutive months for any one employee. Requests to extend the assignment beyond twelve (12) months will require review and approval by the Department Director and the Personnel Director. If approved, the extension of the assignment shall be for a maximum of six (6) additional months. One (1) additional extension of six (6) months, beyond the first six (6) month extension, may be authorized with the approval of the City Manager or Deputy City Manager.

ARTICLE 22. DRESS AND GROOMING

- (A) Grooming. All employees shall maintain a clean and neat appearance while working taking into account the employee's job duties and the work environment the employee is or has been working in. Disagreements over what clean and neat in appearance means as applied to any particular person or circumstance shall be resolved upon request of either party by the Problem Solving Committee.
- (B) Personal Protective Equipment. Except as provided in sections (F) and (H), the City shall make available to each employee at no cost all personal protective equipment reasonably necessary for the employee to safely perform his or her job including, but not limited to, head protection, eye protection, hearing protection, gloves, reflective garments, respiratory protection, safety footwear, etc. Every employee must wear personal protective equipment as appropriate for the job or task being performed. Employees must not wear or carry items at work that will reduce their safety on the

- job. Employees are expected to exercise reasonable care for all protective equipment issued to them.
- (C) Uniform Shirts, Pants, and Caps. Employees in the maintenance classifications listed on Appendix K, or other similar classifications in the Finance, Public Works or Parks, Recreation and Neighborhoods Departments:
- (1) Shall wear, during working hours, either a City-issued uniform shirt or an employee-purchased shirt of an approved color and style. Any shirt worn must include the City of Modesto logo on the front pocket area. Exceptions may be made where a special event dictates different attire.
 - (2) Shall wear, during working hours, City-issued uniform pants, or employee-purchased pants of a City approved color and style, or employee-purchased zipper front shorts of a City approved color and style; provided, however, an employee may not wear shorts if the supervisor determines that it would be unsafe or inappropriate to do so. Shorts may be no shorter than one-inch above the knee.
 - (3) May wear, during working hours, either a City-issued hat or other employee-purchased hat of a City approved color and style.
 - (4) Must, during working hours, be identifiable to the public as a City employee by some article of clothing with a visible City logo on the pocket area.
 - (5) If an employee elects to not wear their city issued uniform shirt during the months of June thru August, the City may discontinue the uniform service and the employee shall receive from the City at no cost five (5) cotton tee shirts of an appropriate size and City approved color and style in June of each year. Tee shirts will include a city logo.
 - (6) Must not wear clothing such as shirts, sweaters, jackets, or hats during working hours with conspicuously visible pictures, words, graphics, or illustrations other than the City logo except that at no cost to the City, an employee may wear an MCEA patch on the uniform shoulder or may wear a hat bearing the MCEA logo.
 - (7) Shall have their uniforms (except tee shirts and employee provided hats) laundered at no cost by the City.
- (D) Cotton or Flame Resistive Garments for Work Near Open Flames and Arcs. In those work assignments where employees are exposed to hazards of flame, electric arcs, or molten materials, pants, shirts, tee shirts, coveralls and other garments issued by the City or provided by the employee and worn by the employee shall be either cotton or a flame-resistive material.
- (E) Coveralls.
- (1) The City shall make available at no cost to each employee in the following work areas or classifications a clean coverall for each workday:

- a. Parks Maintenance Mechanics
- b. Building Maintenance Mechanics
- c. All employees assigned to street maintenance activities
- d. All employees assigned to the City's equipment maintenance shop
- e. All employees assigned to any City Wastewater Treatment Plant
- f. Welder/Fabricator

(2) Upon request, the City shall provide at no cost to each employee in the following work areas and classifications one (1) coverall per fiscal year:

- a. All employees assigned to the Electrical Division
- b. All employees assigned to the Parks Division
- c. All employees assigned to the Urban Forestry Division
- d. All employees assigned to the Water Divisions
- e. All employees in the career ladder of Electrician in Organization 1612 of the Public Works Department (may request that one pair of coveralls be insulated)

(3) Care and laundry of the coveralls provided under Section (E) (2) of this Article immediately above are the responsibility of the employee

- (F) Safety Footwear. Each department shall designate employees in certain job assignments for which safety footwear is required and the City shall reimburse each designated employee up to one-hundred eighty dollars (\$180) annually for purchase of footwear. Effective December 2, 2008, the City shall no longer reimburse for the purchase of footwear. On the paycheck of December 24, 2008 (pay period ending December 22, 2008 the City shall pay each employee one-hundred eighty dollars (\$180) less any amount reimbursed in fiscal year 2008-2009. Effective July 1, 2009, the City shall pay each employee so designated a safety footwear allowance of one-hundred ninety (\$190) on an annual basis to be paid during the first pay period of July. The City will provide each new employee his or her initial pair of safety footwear upon hire. Following the initial pair of safety footwear, the employee is responsible to purchase all subsequent pairs of safety footwear outside of regular work hours. The Department Director may authorize reimbursement on a case-by-case basis when working conditions cause damage or extreme wear. Each designated employee must wear safety footwear that meets ASTM standards when working in a field environment where safety footwear is required by the City.
- (G) Rain Gear. The City will provide rain gear for employees whose work requires that they be outdoors during inclement weather. Rain gear will be issued to employees on an as-needed basis through the City's Central Stores service. During the non-rainy season, rain gear shall be returned to the Central Stores service for cleaning and storage.
- (H) Safety Goggles. The City will provide at no cost safety goggles for employees in specific classifications as identified by the City's Risk Management Office. Replacement shall occur on an as-needed basis as approved by the work unit supervisor.

Where moisture and humidity are constantly present, upon request by employees wearing prescription lenses, the City will provide at no cost prescription safety goggles. The determination as to whether safety glasses are necessary shall be based on the work unit supervisor's review of pertinent CalOSHA criteria. It shall be in the sole discretion of the City as to the price and type of safety glasses selected.

ARTICLE 23. EQUIPMENT MECHANIC TOOLS ALLOWANCE

Employees in the positions of Heavy Equipment Mechanic, Heavy Equipment Mechanic Crewleader, Equipment Mechanic, Equipment Mechanic Crewleader, Equipment Service Technician, Fire Equipment Mechanic and Senior Fire Equipment Mechanic shall furnish a minimum list of tools for their own use. See Appendix I for specific list of tools.

Employees are required to submit a tool inventory at least once a year. The employee's supervisor will verify each inventory and will keep them on file.

The City will replace an employee's tools if they are stolen during a burglary, provided a police report is filed. Only tools listed on an inventory which is less than one (1) year old and that has been submitted to the employee's supervisor will be replaced.

The City will provide all tools larger than the minimum list requires and all specialized tools that are required to work on equipment owned by the City. Such specialized tools will remain the property of the City.

The City shall provide a tool allowance of four hundred dollars (\$400) per year, paid quarterly to offset the cost of such employee-provided tools. In order to be eligible for each quarterly allowance, an employee must be employed by the City on the last regular working day of that quarter.

ARTICLE 24. UNIFORM ALLOWANCES - (Non-Sworn Safety Employees)

- (A) Police. All Police Department employees who are required to wear uniforms shall do so in accordance with the Police Department's Manual of Uniforms and Equipment and receive uniform allowance as follows:

Administrative Services Technicians and Administrative Office Assistants shall receive a uniform allowance of sixty-five dollars (\$65) per month.

- (B) Fire. All Fire Department employees who are required to wear uniforms shall do so in accordance with the Fire Department Rules and Regulations and receive a uniform allowance as follows:

Administrative Office Assistants in the Fire Prevention Bureau shall receive a uniform allowance of sixty-five dollars (\$65) per month.

- (C) Reimbursement for Damage. The City will reimburse employees for the cost of replacing or repairing damaged uniforms and safety equipment in accordance with Personnel Administrative Order 19.1-81-6 (as may be amended).

ARTICLE 25. VACATION

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

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

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

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

- (A) All vacation leave must be approved by the Department Director or designated representative.
- (B) Employees in regular positions shall accrue, on a pro-rated basis, vacation leave for completed pay periods. Such vacation leave shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rated basis.
- (C) Vacation leave shall be compensated at the employee's regular hourly rate of pay.
- (D) An employee about to retire, or who is to be laid off, may utilize their accrual prior to the effective date of any such retirement or layoff. In-lieu of such vacation, the employee may elect a lump sum payment for accrued vacation time. All other employees shall be paid at their regular rate of pay for all hours accrued at time of separation from the City.

- (E) Employees may use up to three (3) days of their accrued vacation in any one fiscal year for emergency leave provided that they notify the department authority prior to the start of the working day that the employee would be absent.
- (F) If, due to operational needs of the City, an employee is denied the ability to take sufficient vacation to remain under his/her cap, the employee may seek City Manager approval to exceed the maximum cap for a time period to be specified by the City Manager.
- (G) Negative Vacation.
 - (1) Effective January 24, 2006, employees shall not be permitted to take vacation in advance of accrual, except in cases of extreme hardship or extenuating circumstances, as determined by the City Manager or designee. Use of vacation in advance of accrual shall not be authorized if the employee has other applicable leave time available. Any request for use of vacation in advance of accrual shall include a method and timeline for offsetting the negative vacation balance, as well as authorization from the employee for the City to recover any negative balance still owed to the City upon the employee's separation from service. Such recovery shall be first from the employee's final paycheck and then by either personal payment from employee or by a withdrawal from the employee's deferred compensation account.
 - (2) Effective May 1, 2006, any existing negative vacation balances shall be offset by the employee's other leave balances in the following order: Grand fathered Holiday CTO, Holiday CTO and regular CTO. Following any offsets from these other leaves, negative balances still remaining shall be reduced each pay period by the employee's regular vacation accrual, and on a quarterly basis, further offset by any available Holiday or CTO balances.

ARTICLE 26. HOLIDAYS

- (A) Fixed Holidays. All employees in regular positions 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
- (B) Floating Holiday. Employees in regular positions shall be entitled to a total of eight (8) hours on a 5/2, nine (9) hours for a 9/80, ten (10) hours for a 4/10 schedule, , twelve (12) hours for a 12/80 schedule and twenty (20) hours for a twenty-four (24) hour shift floating holiday time provided that the employee is on the payroll during the entire pay period in which such floating holiday time is to

- accrue. "Entire pay period" shall mean that an employee must have been hired prior to, or at the start of, the pay period and not have separated prior to the end of the pay period and was paid for at least one-half (1/2) of the scheduled hours. Floating holiday time shall be accrued during the pay period in which January 1 falls.
- (C) Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, with the approval of the Department Director.
 - (D) Job Sharing. Employees in regular positions budgeted less than eighty (80) hours per period or job-shared positions shall receive fixed and floating holiday accruals on a pro-rata basis.
 - (E) If a fixed holiday falls on an employee's regularly scheduled workday, the employee shall be entitled to a total of eight (8), nine (9), ten (10), twelve (12) or twenty (20) 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) Employees working on fixed holidays shall be compensated at time and one-half for time actually worked; irrespective of hours actually worked in this workweek. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1-1/2) times the employee's regular hourly rate of pay plus hour-for-hour holiday compensatory time except as provided in Article 12 (c).
 - (I) Whenever a regular employee is required to work on a fixed holiday, which falls within the employee's regularly scheduled work week, the employee shall accrue, on an hour-for-hour basis, up to a total of regularly scheduled hours (eight (8), nine (9), ten (10), twelve (12) or twenty (20) respectively) holiday compensatory time.
 - (J) Whenever a regular employee is required to work on a fixed holiday which falls on a regular day off, the employee shall accrue on an hour-for-hour basis up to a total of eight (8) hours of holiday compensatory time irrespective of employee's normal work schedule (4/10, 9/80, 12/80 or twenty-four (24) hour).
 - (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 grand fathered holiday time annually during the pay period in which November 1 falls. This cash-out is at the employee's current regular hourly rate of pay.

ARTICLE 27. SICK LEAVE

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

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

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

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

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

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

(D) Administration.

- (1) It shall be the responsibility and duty of each Department Director or his/her designee to validate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.
- (2) Notice of Sickness. In twenty-four (24) hour departments, the Department Director or designee must be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence. In other departments, the Department Director or designee must be notified not later than the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Department Director or designee informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.
- (3) Review. The 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 report by a doctor to support a claim for sick leave pay.
- (4) Proof. A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness 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 two thousand (2,000) hours at the employee's then current regular rate of pay.

(G) Retirement. Employees who retire after five (5) years of service in good standing may, on a one time basis, exercise the option to have ninety (90%) percent of their unused sick leave, up to two thousand (2,000) hours, applied by the City upon retirement to premiums for health insurance plans covered by the City. Said insurance shall be provided in an amount up to that contributed to active employees, as needed to cover the cost of retiree health premiums at the rate of one (1) month of premium contributions for each eight (8) hours of sick leave. The City's contribution to retired employees shall be defined as that amount contributed to active employees on the median priced health plan, excluding union-sponsored plans or PPOs. In the event of death of the retired employee, the employee's spouse, registered domestic partner or dependents shall remain

eligible to receive this benefit. If after the ninety (90%) percent conversion, a retiring employee has less than four hundred sixteen (416) hours, accrued vacation leave may be applied to the sick leave account, provided that the total number of hours of sick leave and vacation (at a ninety (90%) percent conversion) does not exceed four hundred sixteen (416) hours.

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

ARTICLE 28. CATASTROPHIC LEAVE

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

When a Department Director has determined that an employee would benefit from the establishment of a leave bank and has approved an employee's request for a leave bank, the Department Director will notify the 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.**

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

An employee may donate vacation, holiday and up to forty (40) hours of sick leave in increments of four (4) hours to a specific employee for which a leave bank has been created. Employees may donate leave only if their own total accrued leave balance(s) remains in excess of one hundred sixty eight (168) hours. Employees must advise the 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 on an as-needed

basis. Once the authorized hours are credited to the leave bank of the affected employee, then the donation of leave hours is irreversible. When employees are utilizing leave bank hours, they will not accrue any leave time.

Employees wishing to donate time shall complete and submit the required form to the 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. In no event shall donated time have the effect of altering the employment rights of the City or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave. The City reserves the right to modify or terminate an established leave bank program, as it deems necessary.

ARTICLE 29. BEREAVEMENT LEAVE

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

In addition, a maximum of two (2) days of accrued sick leave regardless of work schedule may be used per occurrence for bereavement due to the death of persons in the immediate family or any relative living with the employee.

ARTICLE 30. LEAVES OF ABSENCE

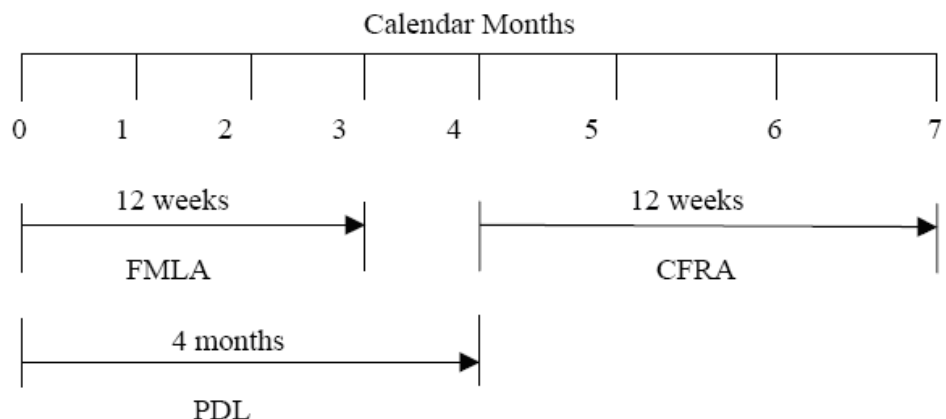
(A) Family and Medical Leave. The City shall comply with the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), herein collectively referred to as "FMLA/CFRA." The City is a covered employer within the meaning of the FMLA and CFRA.

- (1) Eligible Employee. As provided under the FMLA and the CFRA, an employee is eligible for FMLA/CFRA leave if he or she is employed by the City for at least 12 months and performed at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. The 12 months an employee must have been employed need not be consecutive. If the employee is maintained on the payroll for any part of a week, including any periods of unpaid or unpaid leave during which other benefits or compensation are provided by the employer the week counts as a week of employment.
- (2) Qualifying Leave. As provided under the FMLA and the CFRA, FMLA/CFRA leave is permitted for:
 - a. The birth of a child of an employee, and to care for a newborn;

- b. The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
 - c. Leave to care for a child, parent, or spouse who has a serious health condition; and
 - d. Leave because of a serious health condition that makes the employee unable to perform the essential functions of his or her usual and customary position.
 - e. Recent changes in Federal law (2008) provide additional benefits related to injuries to members of the military. The City will implement once Federal regulations are issued.
- (3) Duration of Leave. As provided under the FMLA and the CFRA, an eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires one year after the birth or placement. Thus, such leave must be concluded within one year following the child's birth or placement. There is no minimum amount of leave that must be taken.
- (4) Computing the 12-month Period. The City computes the 12-month period described in Section (A), subpart 3, above, on a 12-month period measured forward from the first date designated leave is used. This method shall be applied consistently and uniformly to all City employees.
- (5) Intermittent Leave or Leave on a Reduced Schedule. Leave may be taken intermittently or on a reduced schedule. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time. A reduced leave schedule means a schedule that reduces the employee's usual number of hours per workweek or workday, usually from full-time to part-time. For intermittent leave or leave on a reduced schedule, only the amount of leave actually taken may be counted toward the 12 weeks of leave to which an eligible employee is entitled.
- (6) Pay While on Leave. The employee may use accrued leave or the employer may require an employee to use accrued leave. The City shall not require an employee to use accrued leave if use of leave jeopardizes a short or long term disability benefit. An employee with a planned vacation or other absence may retain up to two weeks of paid vacation or other leave.
- (7) Advance Notice. The employee should notify his or her supervisor, or the City's Personnel Department, as soon as FMLA/CFRA leave is foreseeable.

- (8) Medical Certification. At reasonable intervals, the City may request the employee provide a medical certification or recertification within 30 days to support the request for initial or continuing FMLA/CFRA leave, which includes: whether the child, parent, spouse, or employee suffers from a serious health condition; the probable duration of the medical condition; and the regimen of treatment to be prescribed, The certification or recertification should contain enough information to satisfy these requirements without revealing confidential health information unnecessary to determining whether the leave is FMLA/CFRA qualifying. If the employee submits a complete certification or recertification signed by a healthcare provider, the City may not require additional information from the employee's healthcare provider. However, with the employee's advance permission a healthcare provider representing the City may contact the certifying healthcare provider to clarify and authenticate the medical certification or recertification.
- (9) Confidential Medical Information. The City's healthcare provider shall not disclose to the City any confidential medical information and shall only:
- Clarify the medical certification or recertification;
 - Authenticate the medical certification or recertification; and
 - Describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed.
- (10) Notice of FMLA Qualifying Leave. The City shall notify the employee in advance of return if any paid or unpaid leave is requested and will run concurrently with the employee's 12-week FMLA entitlement.
- (11) Concurrent / Integrated Leave. As illustrated below, FMLA leave will run concurrently with Pregnancy Disability Leave (PDL). CFRA leave will commence following the conclusion or exhaustion of PDL.

California Pregnancy Leave Integrated With The FMLA
 CFRA runs concurrently with FMLA, except in the case of PDL



- (12) Unscheduled Absences. When an unscheduled absence related to FMLA leave or CFRA leave occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides medical certification as described in this Section above.
- (B) Pregnancy Disability Leave (PDL). As provided under California law, the City shall provide up to four months Pregnancy Disability Leave (PDL) for any full-time or part-time City female employee who is disabled due to pregnancy, childbirth, or a related medical condition (e.g. prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) regardless of the length of time she has worked for the City. It is the medical opinion of the woman's physician or health care provider that determines whether she is disabled by pregnancy or a related medical condition. PDL may be intermittent, periodic, or on a reduced work schedule. Following PDL, an employee is entitled to an additional 12 weeks of non-concurrent CFRA leave if she meets eligibility requirements for CFRA leave (illustrated above). When an unscheduled absence related to PDL occurs, the supervisor may not take any action against the employee if she, within a reasonable time after the absence, provides medical certification of the dates she was so disabled.
- (C) Military Leave. Any employee who is granted a military leave of absence to serve in the Armed Forces of the United States shall have his/her seniority as far as salary steps are concerned continued as if the person had remained on the City payroll. The person shall be reinstated from the military leave of absence at the same step in the salary range that s/he would have been eligible to receive had s/he not been granted the military leave of absence. Military leaves of absence will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395 et seq., or any successor statute. When an unscheduled absence related to military leave occurs, the supervisor may not take any action against the employee if the employee, within 72 hours of receipt of documentation, provides documentation from the military verifying the date and time of the employee's military service.
- (D) Jury Duty Leave. When an employee is summoned to jury duty he or she shall promptly inform his or her supervisor and, if required to serve, may be absent from duty without loss of salary while rendering such service (including travel time). Jury fees received by an employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an absence related to jury duty leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of the jury service and provides the supervisor with documentation from the court verifying the date and time of the employee's jury service.
- (E) Court Leave. When an employee is subpoenaed or summoned to appear before any court, arbitrator, or tribunal, the employee shall promptly inform his or her supervisor and may be absent from duty without loss of salary while so appearing (including travel time), except when the employee is a plaintiff against

the City or testifying on behalf of a claimant against the City based on knowledge of, or activities that occurred, outside the course and scope of his/her job. Witness fees actually received by the employee, if any, shall be remitted to the City, exclusive of any meal and/or travel reimbursements. When an unscheduled absence related to court leave occurs, the supervisor may not take any action against the employee if the employee notifies the supervisor promptly following the employee's knowledge of need for leave and provides the supervisor with documentation from the court, arbitrator, tribunal, or attorney issuing the summons or subpoena verifying the date and time the employee appeared.

(F) Compulsory Leave.

- (1) If the City reasonably believes an employee is medically incapable of performing the essential functions of his or her usual and customary occupation, the City may place the employee on paid compulsory leave and require the employee to undergo a fitness-for-duty medical evaluation at City expense by a physician or other qualified healthcare professional, subject to the following conditions:
 - a. Time spent attending the fitness-for-duty medical examination (including travel time) shall be considered hours worked;
 - b. The City's healthcare provider shall not disclose to the City any confidential medical information and shall only describe any functional limitations of the employee that may entitle him or her to leave from work for medical reasons or limit the employee's fitness to perform his or her present employment, provided that no statement of medical cause is included in the information disclosed;
 - c. Neither the City nor its healthcare provider shall be permitted to require the employee sign an authorization for release of confidential medical information to the City;
 - d. Neither the City nor its healthcare provider shall order the employee to undergo any particular medical treatment as a condition of continued employment;
 - d. Time spent on compulsory leave shall not be considered or designated FMLA or CFRA qualifying leave for the purposes of employee's 12-week FMLA entitlement; and
 - e. The employee shall have a reasonable time to review the fitness-for-duty medical report of the City's healthcare provider and shall thereafter have an opportunity to rebut or supplement it, at the employee's expense, with a second opinion report of the employee's own physician or other qualified healthcare provider.

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

- (J) Time Bank Article 43 provides for time bank hours to be available for association business. Advance notice provisions apply to use of these hours, however, occasionally urgent matters will arise that do not permit the advance notice. MCEA officers and directors may collectively utilize five unscheduled absences per year that will not be counted as an unscheduled absence.
- (K) Leave for Victims of Domestic Violence or Sexual Assault.
- (1) California state law required that employees who are the victims of domestic violence or sexual assault be given time off to provide for the health needs, safety, or welfare of themselves or their child. This includes, but is not limited to, time off for medical treatment, psychological counseling or other domestic or sexual assault victims' services, safety planning including relocation, or legal proceedings.
 - (2) It is unlawful to retaliate or discriminate in any way against an employee for exercising his or her rights under these laws. California state law also requires, to the extent allowed by law, that confidentiality be maintained regarding such leave.
 - (3) If possible, an employee should provide reasonable notice of time off requested under this Section by submitting a request to his or her supervisor, or the Personnel Department. When an unscheduled absence related to domestic violence or sexual assault occurs, the supervisor may not take any action against the employee if the employee, within a reasonable time after the absence, provides certification of the reason for the absence. Sufficient certification can be any of the following:
 - a. A police report indicating the employee was a victim of domestic violence or sexual assault;
 - b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court;
 - c. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, healthcare provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from victimization from an act of domestic violence or sexual assault.
 - (4) The employee may use unpaid leave, accrued vacation, compensatory or holiday leave.
- (L) Victims of Crime. If an employee, an immediate family member, domestic partner, or the employee's domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, the

employee may take unpaid time off from work in order to attend judicial proceedings related to that crime.

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

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

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

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

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

- (3) For any reason considered appropriate by the Department Director and the Personnel Director.
- (4) A request for a special leave of absence without pay must be in writing and requires the approval of the Department Director and the Personnel Director. An employee does not have to exhaust accumulated paid leave prior to requesting a leave of absence without pay.
- (5) Except as otherwise provided in Article 33, Health, Dental & Vision, when an employee is on a special leave of absence without pay with or without right to return to his or her classification, the employee shall accrue no employee benefits and shall pay the full premium of their health and welfare program prorated on a daily basis, if coverage is continued by the employee. If health and welfare coverage is dropped during a special leave of absence without pay, the employee may be subject to restrictions imposed by the insurance carrier upon return. After a leave of absence with or without right to return of six (6) months or more, a qualifying medical examination, paid by the City, shall be necessary prior to reinstatement.

ARTICLE 31. RETIREMENT

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

ARTICLE 32. DEFERRED COMPENSATION

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

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

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

In conjunction with the joint meeting provided for in Article 31 (Retirement), a representative of ICMA will provide the parties with the costs and benefits (both to the

employee and the employer) of deferred compensation and the relationship of that benefit to PERS retirement and the absence of Social Security.

ARTICLE 33. HEALTH, DENTAL, VISION INSURANCE

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

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

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 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.

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

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

- (A) \$478.50 bi-weekly (\$957 monthly) for employees with dependent coverage.

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.

- (B) \$267.50 bi-weekly (\$535.00 monthly) for employees without dependent coverage, including the City's contribution to in-lieu deferred compensation.

However, at no time shall the City's contribution to an employee with single coverage for health, dental and vision be less than the actual combined premiums for the lowest cost HMO, dental and vision plans. Effective July 21, 2009, the City contribution sufficient to cover lowest cost health HMO, Dental and Vision premium for Employee Only to reflect that the City contribution shall be sufficient to cover the lowest cost HMO but the negotiated Employee Only amount of \$535 (or other amount as shall be negotiated in the future) shall not apply to any other HMO or PPO plans with a higher premium.

For employees without dependent coverage, the City shall deposit to the employee's deferred compensation account an amount equal to the remaining balance of the above contributions, if any not needed to pay for the combined total premiums.

- (C) \$212.50 bi-weekly (\$425.00 monthly) for employees who opt out of health coverage, including the City's contribution to deferred compensation.

Employees who opt out of health coverage are required to participate in dental and vision. For employees who opt out of health coverage, the City shall deposit to the employee's deferred compensation account an amount equal to the remaining balance of the above contributions, if any, not needed to pay for the dental and vision premium.

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

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

Article 28 of this Memorandum permits employees on Workers' Compensation who have exhausted their accrued leave to apply for and receive Catastrophic Leave donations. Employees who apply for and receive Catastrophic Leave donations in accordance with Article 28 will receive the contribution from the City towards premium payment if they use sufficient Catastrophic Leave that the combination of Workers' Compensation benefits plus Catastrophic Leave equals a full check. Such employees are limited to using the amount of Catastrophic Leave necessary to maintain the City's contribution toward premium payment.

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

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

ARTICLE 34. RETIREE HEALTH INSURANCE

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 (1) of the plans, surviving dependents retain eligibility for participation in the plans.

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

- (A) \$957 for retirees with dependent coverage.

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

- (B) \$535 for retirees without dependent coverage. This contribution rate is subject to changes in the median priced health plan for active employees, excluding union-sponsored plans or PPO plans.

This contribution rate is subject to change August 1 of each year, pursuant to paragraph (G), Article 27, 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: \$445 effective July 25, 2006.

For retirees who do not elect to carry vision and/or dental insurance, the City's contribution shall be reduced proportionately.

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.

- (C) Retiree Health Program: Parties agree to continue the evaluation of an alternative Retiree Health Program Structure (RHPS). Should the parties identify an acceptable alternative RHPS, negotiations shall commence on implementation of the selected RHPS. Negotiations shall include the opportunity to discuss an extended multi-year contract. Both parties acknowledge that the Association will like enhanced PERS retirement formula on the basis of savings that may result from a new RHPS. The parties desire to identify an acceptable alternative to the RHPS by December 1, 2008.

ARTICLE 35. 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 36. LONG-TERM DISABILITY INSURANCE

The City shall provide, at City expense, all employees with long-term disability (LTD) insurance. The purpose is to provide employees with an LTD benefit while the employee

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

ARTICLE 37. LIFE INSURANCE

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

ARTICLE 38. PROBATION

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

- (A) Initial Probation: It is understood that the probationary period will normally last for one (1) year from the date of appointment, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than 1,680 hours.
- (B) Promotional Probation: It is understood that the probationary period, upon promotion, will normally last for one (1) year from the date of promotion, but may last longer than the one (1) year if absences, either paid or unpaid, cause the probationary employee to work less than 1,620 hours.

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

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

ARTICLE 39. 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 layoff list by classification within a department. Within each job class, employees shall be laid off in the following order: temporary, provisional, probationary, regular. The order of

layoff shall then be based on the City's needs, with particular regard for length of service with the City 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 (1) 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 layoff 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 (2) annual or probationary evaluations shall be used. Each rating of "under standard" shall reduce the employee's continuous years of service by two (2) years. Each rating of "standard" 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.

ARTICLE 40. GRIEVANCE PROCEDURE

- (A) Purpose: It is the purpose of this procedure to provide a simplified and definite method for employees represented by MCEA to resolve grievances they may have in their employment relationships with the City. The overall policy of this procedure is to provide for the resolution of grievances at the lowest level within the employment hierarchy of the City as is possible without unnecessarily disrupting City functions or services. The use of this procedure in resolving grievances shall not be held against any employee in any manner since the adoption of this procedure gives each employee the right to use it.

- (B) Definition of Grievance: A grievance is a disagreement between City management and an employee, group of employees or MCEA concerning the interpretation, application or violation of a specific Article(s) of this Memorandum or established written rule(s) or regulation(s) or custom(s) governing personnel practices.

- (C) Association Grievance: An Association grievance is a grievance as defined above which the Association files on its own behalf or on behalf of two (2) or more represented employees. An Association grievance shall be filed with the appropriate Department Director at the Third Step if all affected members are assigned within the same department. All other Association grievances shall be filed with the 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.

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 (5th) 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 management interpretation or application to any and all provisions of this Memorandum. 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. The time limitations of a timely filed grievance shall be placed on hold for any issue which is subject to the grievance procedure when either the City or the Association submits the issue to the Problem Solving Committee or other Labor-Management Committee in an attempt to resolve the issue by meeting and conferring in good faith. Should the matter not be resolved, the time limits shall be reinstated.
 - (1) First Step: Any employee or group of employees having a grievance shall first discuss the grievance on a personal face-to-face basis with grievant's immediate supervisor, except as noted in section (C) above. This step shall not require a written grievance but it shall require the employee to notify his/her supervisor that the employee is initiating the grievance procedure. Within ten (10) calendar days the immediate supervisor shall render a decision. If the grievant is not satisfied with the decision, the grievant may submit the grievance to the next step not later than ten (10) calendar days thereafter.

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

When a written grievance is submitted at the Second Step, the reviewing supervisor shall, upon receipt, forward a copy of the grievance to the 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.

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

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

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

ARTICLE 41. DISCIPLINARY ACTIONS

- (A) The following shall constitute just cause for disciplinary action, including dismissal, demotion, suspension and disciplinary probation.
- (1) Violation of the City Charter
 - (2) Violation of the Modesto Municipal Code
 - (3) Violation of the Personnel Rules or Personnel Administrative Orders, excluding Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - (4) Fraud in securing employment
 - (5) Incompetency
 - (6) Inefficiency
 - (7) Inexcusable neglect of duty
 - (8) Insubordination
 - (9) Dishonesty
 - (10) Being under the influence of alcohol or controlled substances while on duty
 - (11) Inexcusable absence without leave, except as described in Personnel Administrative Order No. 13.8-03-2 (Unauthorized Absence)
 - (12) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
 - (13) Discourteous treatment of the public or other employees
 - (14) Misuse of City property
 - (15) Violation of any established departmental rule, regulation, policy and/or manual
 - (16) Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the City
 - (17) Unlawful discrimination, including harassment, on the basis of race, color, national origin, ancestry, sex, marital status, religion, age, medical condition (cancer related), physical disability (including AIDS) or sexual orientation.
 - (18) Substantial or credible threats of violence against any person including, but not limited to intimidation, harassment and/or coercion made in the course of employment
- (B) The City 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, demotion may be made to a vacant position as a substitution for layoff.

- (C) The City shall have the right to suspend an employee without pay at any time for just cause. Suspension without pay shall not exceed ninety (90) calendar days in any fiscal year.
- (D) The City shall have the right to dismiss an employee at any time. A regular employee in the classified service shall be entitled to a written statement of the just cause for dismissal.
- (E) The City shall have the right to place an employee on disciplinary probation for a specified period, not to exceed one (1) year. Disciplinary probation returns a non-probationary employee to probationary status. Employees placed on disciplinary probation may be dismissed at any time during the probationary period for failure to meet any requirement established as a condition of the probation. Disciplinary probation may only be imposed by delivery of written notice to the employee, pursuant to the Modesto Municipal Code, stating that the employee has been placed on disciplinary probation and stating the reasons for such action.
- (F) The City shall not authorize an employee for overtime, standby or call-back during the time when he/she is serving a disciplinary suspension without pay or is on disciplinary probation.
- (G) An employee shall be given reasonable notice when he/she is scheduled to be interviewed as the subject in an investigation in accordance with the provisions of law. This will include information as to the nature of the allegation, Articles of this Memorandum or other policies and procedures that are believed to have been violated, and the date(s) of the alleged events, if known.
- (H) An employee may request a representative if the employee believes an investigatory interview could result in discipline as defined in subsection (A).
- (I) While written reprimands are not considered discipline, per se, an employee shall have the right to request a review of the Memorandum and the facts included therein first by the supervisor's supervisor and up the chain of command, ending with the Department Director.

ARTICLE 42. DISCIPLINARY APPEALS

- (A) Employees shall have the right to appeal any dismissal, suspension, disciplinary probation or demotion for disciplinary reasons. Said right of appeal shall not apply to reclassifications, layoffs, demotions as a substitute for layoffs, changes in status for medical reasons, changes in status due to the employee's loss of a required license or certificate, step reductions or denial of a step increase, or any other actions taken for non-disciplinary reasons. For changes in status for medical reasons, and for step reductions, appeal shall be provided for through the process in Article 40, Grievance Procedure.

- (B) An appeal must be filed in writing with the Personnel Director within thirty (30) days following written notice to the employee of the discipline.
- (C) Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one (1) name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first.
- (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 complainant's sexual conduct with individuals other than the alleged perpetrator is presumed inadmissible absent an offer of proof establishing its relevance and reliability and that its probative value is not substantially outweighed by the probability that its admission will create substantial danger of undue prejudice or confuse the issue. For purpose of this paragraph,

"complainant" means any person claiming to have been subjected to conduct, which constitutes sexual harassment, sexual assault or sexual battery.

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

ARTICLE 43. TIME BANK

Each employee covered by this Memorandum shall contribute vacation time to maintain a bank of time to be used for MCEA business (other than meet and confer and meet and consult items and routine administrative functions dealing with the City). Each February, MCEA shall notify the City of the balance of the time bank. If the balance of this time bank is less than five hundred (500) hours, each employee shall contribute one-half (1/2) hour of vacation time to be deducted from the first paycheck in March. If the time bank exceeds five hundred (500) hours, no deduction shall be made for that year.

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.

The City Manager or Department Director has the authority to fill an absence created by use of the time bank.

ARTICLE 44. COMMUTER BUS PASSES

City employees may ride free of charge on MAX (Modesto Area Express) when commuting to and from work.

- (A) The employee is required to show employee identification when boarding.
- (B) B.A.R.T. (Bay Area Rapid Transit) and ACE (Altamont Commuter Express) commuter buses are available as space permits. This service is only provided on the reverse commute run (i.e. a.m. to Modesto and p.m. from Modesto.)

ARTICLE 45. EMPLOYEE PARKING

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

ARTICLE 46. 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 47. NON DISCRIMINATION

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

MCEA 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. MCEA will be allowed to meet and consult with the City concerning the proposed accommodations prior to implementation by the City.

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

ARTICLE 48. PROBLEM SOLVING COMMITTEE

The City and MCEA agree that regular meetings to explore mutual problems will be beneficial to the long-term relationship between the two (2) parties. To promote a problem-solving approach, the parties agree to create a Problem Solving Committee. The purpose of the Committee is to exchange information and to solve problems that are of interest to both parties.

The Committee is to meet as often as necessary, preferably once a month, to exchange information and discuss issues concerning the rights of either party or the relationships and/or conflicts between the two (2) parties. Both parties recognize that failure to meet on a monthly basis does not constitute a breach of this Memorandum.

The parties agree that the Problem Solving Committee shall not be a forum for negotiations and therefore, the results of the meetings shall not be binding unless they result in the development and execution of a document that memorializes a specific agreement, and both parties agree that the results are binding.

The parties agree that specific personnel matters, including grievances related to a specific employee, will not be discussed in these meetings. Items to be discussed at the meetings must have the consent of both parties. Failure to allow discussion of a specific topic of importance to either party shall not be deemed as a violation of this Memorandum.

Both parties recognize that each has certain rights and that these meetings do not change the rights outlined in this Memorandum and/or in formal acts, statutes, laws or regulations that govern employer/employee relationships. It is the intent of the Committee, however, to allow both parties to expand information sharing and to allow employees and management a forum to discuss workplace issues.

The parties shall establish ground rules for conducting the business of the Problem Solving Committee and may use the Interest Based Negotiations concept or other agreeable means in seeking collaboratively developed solutions to mutual problems.

Each of the parties shall have three (3) representatives plus additional people as reasonably needed for a specific topic. Both parties have the right to choose the appropriate representatives for the committee. MCEA representatives shall receive

reasonable time away from regular duties without loss of pay, but not overtime pay, to participate in these meetings.

To promote the objectives of this process, the parties also agree to refrain from negatively characterizing the participation, ideas or approaches of the other parties to those outside of the meeting process.

ARTICLE 49. AGENCY SHOP AND MAINTENANCE OF ASSOCIATION MEMBERSHIP

- (A) Pursuant to Government Code Section 3502.5, MCEA caused an “agency shop” arrangement to be placed into effect by a secret ballot election that concluded on December 19, 2002. With the establishment of the agency shop arrangement, all employees in the represented classifications must, as a condition of employment, either join the Association or pay the Association a service fee.
- (B) The City has agreed to provide all new represented employees on the date of their initial employment, an information packet explaining the agency shop arrangement association membership, agency fee payer, religious conscientious objector and the agency fee appeals procedure. The City agrees to continue providing the packet to all new represented employees during the term of this Memorandum. The packet and all enclosed information shall be provided to the City by MCEA and shall be produced at the sole expense of MCEA. MCEA acknowledges the requirements of Government Code Section 3502.f (f) regarding financial reports.
- (C) Pursuant to Government Code Section 3502.5, any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association, but shall, in lieu of dues or agency shop fees, pay a sum equal to the agency shop fee to one of the following non-religious, non-labor charitable organizations: United Way, Community Health Charities, Earthshare of California.
- (D) Pursuant to Government Code Section 3502.5(b), MCEA shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by City for the purpose of complying with this Section.
- (E) All regular full-time employees who are members of MCEA on the effective date of this Memorandum, shall maintain such membership in good standing during the term of the Memorandum; subject, however, to the right to resign from membership during the thirty (30) days prior to the expiration of the Memorandum of Understanding. Any employee choosing to resign shall do so in writing to both MCEA and the City.
- (F) All regular full-time employees hired after the effective date of this Memorandum, and who choose to become members of MCEA, shall maintain such membership in good standing during the remaining term of this Memorandum.

ARTICLE 50. PROVISIONS OF LAW

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

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

ARTICLE 51. PENDING ISSUES

- (A) The parties agree during the term of this MOU to continue to meet and confer regarding the City's retiree Health program once comprehensive information is obtained. In an attempt to reach a mutual agreement regarding the following issue, it is agreed neither party may impose upon the other party any changes of terms and conditions regarding this issue during the term of this MOU.
- (B) The parties agree during the term of this MOU to meet and confer regarding furloughs should City Council pursue furloughs as a cost saving measure.
- (C) The parties agree MCEA may choose to hold an election for State Disability Insurance during the term of this agreement.
- (D) The parties agree to convene a Labor Management Committee to review Articles 41 Disciplinary Actions and Article 42 Disciplinary Appeals to consider amendments to Article 41 (A) to clarify basis for disciplinary action and Article 42 to consider an expedited appeal process.

ARTICLE 52. JOB ACTIONS

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

ARTICLE 53. FULL UNDERSTANDING MODIFICATION AND WAIVER

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

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

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

ARTICLE 54. 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 CITY EMPLOYEES'
ASSOCIATION

Gregg Nyhoff
City Manager

Tom McCarthy
MCEA President

Barbara Santos
Deputy Director of Personnel

Ronnie Flood
MCEA Vice President

Dennis Turner
Acting Deputy Director of Public Works

Cindy Ireta
MCEA Negotiator

Jill Peltier
Employee Relations Specialist

Mark Chadwick
MCEA Negotiator

Gail Wax
Administrative Services Officer

Craig Walker
MCEA Negotiator

Steve Lumpkin
Parks Superintendent

Mary Mount
Labor Relations Specialist

Tamiya Davis
Rose Law Firm, P.C.

EXHIBIT 1 SALARY RANGES AND RATES

<u>Classification Title</u>	Range Effective July 22, 2008
Account Clerk	111
Accountant I	120
Accounting Technician	115
Administrative Office Assistant I	103
Administrative Office Assistant II	107
Administrative Office Assistant III	111
Administrative Services Technician I	115
Administrative Services Technician II	119
Administrative Technician	113
Airport Maintenance Crewleader	123
Assistant Buyer	119
Assistant Electrician	120
Building Inspector I	128
Building Inspector II	132
Building Maintenance Mechanic	119
Civil Engineering Assistant	127
Civil Engineering Technician I	119
Civil Engineering Technician II	123
Code Enforcement Officer– Neighborhood Preservation I	119
Code Enforcement Officer– Neighborhood Preservation II	123
Community Development Program Specialist I	124
Community Development Program Specialist II	128
Computer Operator	113
Construction Inspector	130
Cross Connection Specialist	124
Custodian I	101
Custodian II	107
Customer Services Account Clerk I	109
Customer Services Account Clerk II	111
Customer Services Account Clerk III	115
Customer Services Accounting Technician	118
Drafting & Graphics Technician	113
Electrical Technician I	114
Electrical Technician II	117
Electrician	128
Environmental Compliance Inspector I	124
Environmental Compliance Inspector II	128
Environmental Review Specialist	132
Equipment Mechanic	122
Equipment Mechanic Crewleader	126
Equipment Operator	116
Equipment Service Technician	114
Exhibits Coordinator	107

Fire Equipment Mechanic	122
Fleet Procurement Specialist	118
Heavy Equipment Mechanic	124
Heavy Equipment Mechanic Crewleader	128
Housing Financial Specialist	126
Housing Rehabilitation Specialist I	126
Housing Rehabilitation Specialist II	130
Instrument Repair Technician	128
Laboratory Analyst I	120
Laboratory Analyst II	124
Laboratory Analyst III	130
Maintenance Mechanic - Parks	119
Maintenance Mechanic - Pumps	119
Maintenance Mechanic Crewleader - Parks	123
Maintenance Worker I	110
Maintenance Worker II	114
Motor Sweeper Operator	116
Operations and Maintenance Crewleader	124
Parking Lot Maintenance Crewleader	118
Parks Crewleader	118
Plan Review Engineer	134
Planning Assistant	124
Plant Mechanic	124
Production Technician	114
Public Information Technician	119
Recreation Coordinator	118
Security Officer	110
Senior Administrative Office Assistant	115
Senior Building Inspector	136
Senior Civil Engineering Assistant	131
Senior Construction Inspector	134
Senior Environmental Compliance Inspector	132
Senior Equipment Operator	120
Senior Fire Equipment Mechanic	127
Senior Storeskeeper	118
Senior Wastewater Treatment Plant Operator	130
Solid Waste Enforcement Officer	121
Storeskeeper	114
Traffic Operations Technician	116
Traffic Painter Crewleader	120
Tree Trimmer	118
Tree Trimmer Crewleader	122
Used Oil Coordinator	116
Wastewater Collection System Operator	116
Wastewater Treatment Plant Operator I	120
Wastewater Treatment Plant Operator II	124
Wastewater Treatment Plant Operator III	126
Water Conservation Specialist	124
Water Distribution Operator I	116

Water Distribution Operator II	118
Water Distribution Operator III	124
Water Division Crewleader	132
Water Production Operator I	124
Water Production Operator II	128
Water Resource Specialist I	120
Water Resource Specialist II	124
Water Services Equipment Operator I	124
Water Services Equipment Operator II	128
Welder/Fabricator	120

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

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

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

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

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

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

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

APPENDIX B TWENTY-FOUR (24) - HOUR SHIFT WORK SCHEDULE

(AVAILABLE FOR WASTEWATER TREATMENT PLANT OPERATOR III AND SENIOR WASTEWATER TREATMENT PLANT OPERATORS ONLY)

- (A) Schedule. Employees on a modified Twenty-Four (24)-Hour Work Schedule shall work two (2) shifts each workweek consisting of thirty-two (32) hours of paid work time and eight (8) hours of paid rest time totaling eighty (80) hours of paid time per pay period. It is agreed that the workweek may be adjusted to ensure forty (40) hours of paid time each workweek and to ensure that a Twenty-Four (24)-hour shift shall not overlap or be split into two (2) workweeks. It is agreed that Twenty-Four (24)-Hour work shifts will only be used in conjunction with the 12/80 work shifts.

Twenty-Four (24)-Hour shift workdays shall be separated by at least one (1) non-duty day.

The starting time for the Twenty-Four (24)-Hour Shift will be 0600. This starting time may be adjusted in accordance with Article 9 Standard Tour of Duty.

- (B) Meal Periods. Employees working a Twenty-Four (24)-Hour Work Schedule shall be given two (2) paid meal periods of thirty (30) minutes each during the shift. As meal periods are paid time, an employee must respond to any emergencies that arise during meal times.

Employees may take a third meal period during their rest period. This meal period shall not be compensated. Should an emergency arise during the optional meal period, the employee may be required to return to duty.

- (C) Workload. The first eight (8) hours shall be normal duties, as they are now performed. The second eight (8) hours will be light duty. This light duty shall normally consist of routine lab testing, data recording and SCADA monitoring. If the situation warrants, duties for the second eight (8) hours may be as intense as those during the first eight (8) hours of the shift. The remaining eight (8) hours of the Twenty-Four (24)-Hour shifts will generally be a rest period, four (4) hours of paid rest time and four (4) hours unpaid rest time.
- (D) Compensation. Employees will receive their regular hourly rate of pay for the first sixteen (16) hours of the Twenty-Four (24)-Hour Shift and for four (4) of the last eight (8) hours. No compensation shall be given for the other four (4) hours of the rest period unless an employee is required to respond to an urgent situation during that time. If an employee is required to respond to an urgent situation during the four (4) hours of unpaid rest time, no additional compensation shall be paid for the first response, unless it exceeds three (3) hours. For the second response, or any subsequent responses, the employee will receive compensation at the rate of one and one-half (1-1/2) the regular rate for hours worked.
- (E) Assignment. At the beginning of this schedule, operators will bid for shift and location assignments by seniority, then by classification. At least one (1) Senior WWTP Operator must be scheduled to work at all times. The Senior Operator will have the full responsibility for the shift (shift supervisor for the entire facility). This schedule anticipates requiring up to five employees on Twenty-Four (24)-hour shifts. Employees will rotate schedule every four months.
- (F) Rest Periods. Employees on a Twenty-four (24)-hour shift will receive a rest period of eight (8) hours. Employees may sleep during this rest period, but must respond to all alarms or other operational needs, as required.

The City shall provide sleeping, eating and restroom facilities for employees assigned to work a Twenty-Four (24)-hour shift.

If the employee does not get at least five (5) hours cumulative total rest hours during the eight (8) hour period, the entire four (4) hour unpaid rest period will be compensated at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

APPENDIX C TWELVE-EIGHTY (12/80) WORK SCHEDULE

(AVAILABLE FOR WASTEWATER TREATMENT PLANT OPERATOR III AND SENIOR WASTEWATER TREATMENT PLANT OPERATORS ONLY)

The Twelve-Eighty (12/80) Work Schedule shall consist of six (6) twelve (12)-hour shifts plus one (1) eight (8)-hour shift worked over the course of a two (2)-week pay period. It is agreed that the Twelve-Eighty (12/80) Work Schedule will only be implemented in conjunction with the implementation of a Twenty-Four (24)-Hour work schedule.

The starting times for the twelve-eighty (12/80) shift will be 0545 and 1745 hours. On the employee's eight (8)-hour day, the starting times will be 0945 and 2145. This starting time may be adjusted in accordance with Article 9, Standard Tour of Duty.

The schedule shall consist of four (4) consecutive duty days for which the employee shall work twelve (12) hours per day for three (3) of those days and eight (8) hours per day for one (1) one of those days, followed by three (3) consecutive days off; followed by three (3) consecutive duty days for which the employee shall work twelve (12) hours per day, followed by four (4) 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. The workweek shall be changed to be from mid-shift of the employee's eight (8)-hour day to the same time of day the following week. The Payroll Division of the Finance Department shall be notified of this workweek.

In the example that follows, the workweek would be from mid-shift on Wednesday to that same time on the following Wednesday.

Sample Schedule: For Illustration Only

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12	12	12	8	Off	Off	Off
12	12	12	Off	Off	Off	Off

Employees assigned to a 12/80 schedule will have EITHER:

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

-OR-

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

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

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

APPENDIX D STANDBY ELIGIBILITY

(A) Response Time. Standby eligibility (See Article 13) will be based upon an employee's ability to respond to either the Geographic Center of the City or the employee's assigned work unit location. This response time will be determined by use of the Microsoft Streets and Trips software or the use of similar trip calculation software, agreed upon jointly by the City and MCEA. The response time will be calculated from the employee's home address using the following parameters:

- (1) Speed
 - Interstate Highways –average speed
 - Limited Access Highways –average speed
 - Other Highways –average speed
 - Arterial Roads –average speed
 - Other Streets & Roadways –average speed
- (2) Beginning time of 5:00 p.m.
- (3) Quickest Route

The Geographic Center of the City will be determined annually by the Public Works Department or the Information & Technology Department.

Response times will be recalculated at the beginning of each calendar year or upon a change in the employee's home address/work site.

Exceptions to the thirty-minute (30) restriction may be made by the Department Director, based upon operational and staffing needs of the Department.

(B) Certification. Any employee in the Water Division of the Public Works Department shall have a Grade II certification in Water Distribution from the State of California in order to be eligible for standby.

APPENDIX E UNIFORM SHIRTS & CAPS

Employees in the classifications listed below, or similar classifications in the Finance, Public Works, or Parks, Recreation and Neighborhoods Departments, shall wear uniform shirts and caps provided by the City as noted in Article 22.

Airport Maintenance Crewleader	Operations & Maintenance Crewleader
Assistant Electrician	Parking Lot Maintenance Crew Leader
Building Maintenance Mechanic	Parks Crew Leader
Civil Engineering Technician I/II (Survey Crew)	Plant Mechanic
Construction Inspector	Senior Construction Inspector
Cross Connection Specialist	Senior Environmental Compliance Inspector
Custodian I/II	Senior Equipment Operator
Electrical Technician I/II	Senior Storeskeeper
Electrician	Storeskeeper
Environmental Compliance Inspector I/II	Traffic Operations Technician
Equipment Crew Leader	Traffic Painter Crew Leader
Equipment Mechanic	Tree Trimmer
Equipment Mechanic Crewleader	Tree Trimmer Crew Leader
Equipment Operator	Water Conservationist
Equipment Procurement Specialist	Water Distribution Operator I/II/III
Equipment Service Technician	Water Division Crewleader
Heavy Equipment Mechanic	Water Production Operator I/II/
Heavy Equipment Mechanic Crewleader	Water Services Equipment Operator I/II
Instrument Repair Technician	WWC System Operator
Laboratory Analyst I/II	WWTP Attendant, Operator, Relief, Senior
Maintenance Mechanic Crewleader – Parks	Welder/Fabricator
Maintenance Mechanic-Parks	
Maintenance Mechanic-Pumps	
Maintenance Worker I/II	
Motor Sweeper Operator	

APPENDIX F TOOL LIST

Minimum Requirements referred to in Article 23, EQUIPMENT MECHANIC TOOLS ALLOWANCE

<u>Qty</u>	<u>Class</u>	<u>Description</u>	<u>Dimension</u>
1	Storage	Tool Storage Mobile Cabinet or Combo	24,000 cu in
1	Standard 1/4	Ratchet	1/4
1	Standard 1/4	Extension	1/4 x 2
1	Standard 1/4	Extension	1/4 X 6
1	Standard 1/4	Socket set shallow	1/4 x 3/16-9/16
1	Standard 1/4	Socket set deep	1/4 x 3/16-9/16
1	Metric ¼	Socket set shallow	1/4 x 4mm-15mm
1	Metric ¼	Socket set deep	1/4 x 4mm-15mm
1	Standard 1/4	Socket set universal	1/4 x 3/16-9/16
1	Standard 3/8	Socket set shallow	3/8 x 1/4-7/8
1	Standard 3/8	Socket set deep	3/8 x 1/4-7/8
1	Standard 3/8	Socket spark plug	3/8 x 13/16
1	Standard 3/8	Socket spark plug	3/8 x 5/8
1	Metric 3/8	Socket set shallow	3/8 x 8mm-19mm
1	Metric 3/8	Socket set deep	3/8 x 8mm-19mm
1	Standard 3/8	Socket set universal	3/8 x 7/16-3/4
1	Standard 3/8	Ratchet	3/8
1	Standard 3/8	Extension	3/8 x 1 1/2
1	Standard 3/8	Extension	3/8 x 6
1	Standard 3/8	Extension	3/8 x 11
1	Standard 3/8	Joint universal	3/8
1	Standard 3/8	Socket torx	3/8 x E8-E18
1	Standard 3/8	Socket Allen driver	3/8 x 1/8-3/8
1	Metric 3/8	Socket Allen driver	3/8 x 4mm-14mm
1	Standard 3/8	Socket torx driver	3/8 x T27-T55
1	Standard 3/8	Socket set impact shallow	3/8 x 3/8-3/4
1	Standard 3/8	Socket set impact deep	3/8 x 3/8-3/4
1	Metric 3/8	Socket set impact shallow	3/8 x 8mm-24mm
1	Metric 3/8	Socket set impact deep	3/8 x 8mm-24mm
1	Standard 3/8	Joint impact universal	3/8
1	Standard 3/8	Adaptor	3/8 x 1/2
1	Standard 1/2	Adaptor	1/2 x 3/8
1	Standard 1/2	Adaptor	1/2 x 3/4
1	Standard 3/4	Adaptor	3/4 x 1/2
1	Standard 1/2	Breaker bar	1/2
1	Standard 1/2	Extension	1/2 x 2
1	Standard 1/2	Extension	1/2 x 5
1	Standard 1/2	Extension	1/2 x 11
1	Standard 1/2	Joint universal	1/2
1	Standard 1/2	Socket set shallow	1/2 x 7/16-1 1/4
1	Standard 1/2	Socket set deep	1/2 x 7/16-1 1/4
1	Metric ½	Socket set shallow	1/2 x 12mm- 27mm
1	Metric ½	Socket set deep	1/2 x 12mm- 27mm
1	Standard 1/2	Socket set impact shallow	1/2 x 7/16-1 1/4
1	Standard 1/2	Socket set impact deep	1/2 x 7/16-1 1/4
1	Metric ½	Socket set impact shallow	1/2 x 12mm- 27mm
1	Metric ½	Socket set impact deep	1/2 x 12mm- 27mm

<u>Qty</u>	<u>Class</u>	<u>Description</u>	<u>Dimension</u>
1	Standard	Wrench combination set	1/4 - 1 1/2
1	Metric	Wrench combination set	7mm - 27mm
1	Standard	Wrench flair nut	1/4 - 3/4
1	Metric	Wrench flair nut	9mm - 18mm
1	Standard	Wrench Allen	1/8 - 1/2
1	Metric	Wrench Allen	6mm - 12mm
1	Standard	Wrench adjustable	10 in
1	Standard	Wrench adjustable	6 in
1	Standard	Wrench pipe	2 in capacity
1	Standard	Screwdriver flat	1/8 x 6
1	Standard	Screwdriver flat	3/16 x 6
1	Standard	Screwdriver flat	3/16 x 10
1	Standard	Screwdriver flat	1/4 x 10
1	Standard	Screwdriver flat	1/4 x 12
1	Standard	Screwdriver Phillips	#0
1	Standard	Screwdriver Phillips	#1
1	Standard	Screwdriver Phillips	#2
1	Standard	Screwdriver Phillips	#3
1	Standard	Screwdriver Phillips	#4
1	Standard	Screwdriver pozidrive	#1
1	Standard	Screwdriver pozidrive	#2
1	Standard	Screwdriver pozidrive	#3
1	Standard	Screwdriver torx set	T6 - T30
1	Standard	Driver nut	1/4 - 1/2
1	Metric	Driver nut	6mm - 12mm
1	Standard	Pliers slip joint 2 position	8 in
1	Standard	Pliers slip joint 5 position	12 in
1	Standard	Pliers needle nose	6 in
1	Standard	Cutters diagonal	6 in
1	Standard	Pliers locking	7 in
1	Standard	Pliers retaining ring	small
1	Standard	Pliers retaining ring	medium
1	Standard	Pliers retaining ring	large
1	Standard	Pliers wire stripper	
1	Standard	Pliers wire crimper	
1	Standard	Pry bar	small
1	Standard	Pry bar	large
1	Standard	Torque Wrench	1/2 in
1	Standard	Hammer ball peen	24 oz
1	Standard	Hammer ball peen	48 oz
1	Standard	Hammer Bronze	24 oz
1	Standard	Punch pin set	small
1	Standard	Punch pin set	medium
1	Standard	Punch pin set	large
1	Standard	Punch center set	small
1	Standard	Punch center set	large
1	Standard	Chisel flat set	small
1	Standard	Chisel flat set	large
1	Standard	Gasket scraper	
1	Standard	Utility knife	
1	Standard	Magnetic pick up tool	Telescoping
1	Standard	Tape measure	12 ft
1	Standard	Gauge feeler set	.002 - .035

<u>Qty</u>	<u>Class</u>	<u>Description</u>	<u>Dimension</u>
1	Metric	Gauge feeler set	.05mm - 1mm
1	Standard	Spark plug gap tool	
1	Standard	Caliper Vernier type	0 - 6in
1	Standard	Volt ohm meter digital	
1	Standard	circuit tester	12 volt
1	Standard	spring coupling disconnect set	
1	Standard	Oil filter wrench	
1	Standard	Wrench ignition set	
1	Standard	Seal puller	
1	Standard	Tire pressure gauge	
1	Standard	Wrench brake bleeder	1/4
1	Standard	Wrench brake bleeder	5/16
1	Standard	Wrench brake bleeder	3/8
1	Standard	Hack saw	

APPENDIX G MAINTENANCE WORKER JOB FAMILY

CLASSES REQUIRING CLASS A/B LICENSE

(As discussed in Article 19. LICENSES, CERTIFICATES)

**DOT DRUG POOL
AND EXEMPT POSITIONS**

CLASSIFICATION	CLASS CODE	ORG #'s	EXEMPTIONS
Airport Maintenance Crewleader	6193	All	
Assistant Electrician	6549	All	
Heavy Equipment Mechanic	6190	All	
Heavy Equipment Crewleader	6189	All	
Electrical Technicians I/II	6555, 6556		
Electricians	6548		WQC Plant Org 5213
Equipment Mechanic	6195	All	
Equipment Mechanic Crewleader	6194	All	
Equipment Service Worker II	6721	All	
Equipment Service Worker I – <u>Only when hired with Class B</u>	6722	All	
Equipment Operator	6314	All	
Fire Equipment Mechanic	6192	All	
Maintenance Mechanic – Parks	6167		Building Services Centre Plaza
Maintenance Mechanic-Pumps	6150	All	
Maintenance Worker I – <u>Only when hired with Class B</u>	6707		
Maintenance Worker II	6705		Building Services Org 4912 Parking Lots Org 4682
Motor Sweeper Operator	6324	All	
O&M Crewleader	6148	All	
Parks Crewleader	6630	All	
Plant Mechanic	6180	All	
Senior Equipment Operator	6313	All	
Senior Fire Equipment Mechanic	6191	All	
Tree Trimmer	6615	All	
Tree Trimmer Crewleader	6610	All	
Water Distribution System Operator	6703	All	
Wastewater Collection Systems Operator	6310	All	
Welder/Fabricator	6196	All	

**CLASSES EXEMPT FROM CLASS A/B
DOT DRUG POOL**

CLASSIFICATION	CLASS CODE	ORG #'s
Building Maintenance Mechanic	6811	All
Cross Connection Specialist	6160	All
Custodian I/II	6820, 6822	All
Instrument Repair Technician	6540	All
Parking Lot Maintenance Crewleader	6665	All
Production Technician	6557	All
Senior WWTP Operator	6440	All
Traffic Operations Technician	6675	All
Traffic Painter Crewleader	6660	All
WWTP Attendant	6450	All
WWTP Operator	6445	All
WWTP Relief Operator	6444	All
Water Conservation Specialist	6161	All
Police Dept. employees who are armed and Work at the Transportation Center		
Police Dept. employees assigned to drive the Command Center		

APPENDIX H MCEA MAINTENANCE CLASSIFICATIONS

ARTICLE 22 of this Memorandum (DRESS AND GROOMING Section (A) – Pants/Shorts) states: for those employees in all maintenance classifications who request to wear uniform type pants, the City shall provide uniform pants.

Classifications that perform maintenance functions that subject the employee's clothing to abnormal wear and tear, or damage are as follows:

Airport Maintenance Crewleader
Assistant Electrician
Building Maintenance Mechanic
Custodian I/II
Electrical Technician I/II
Electrician
Equipment Mechanic
Equipment Mechanic Crewleader
Equipment Operator
Equipment Service Technician
Fire Equipment Mechanic
Fleet Procurement Specialist
Heavy Equipment Mechanic
Heavy Equipment Mechanic Crewleader
Instrument Repair Technician
Maintenance Mechanic Crewleader – Parks
Maintenance Mechanic-Parks
Maintenance Mechanic-Pumps
Maintenance Worker I/II
Motor Sweeper Operator
Operations & Maintenance Crewleader
Parking Lot Maintenance Crew Leader
Parks Crew Leader
Plant Mechanic
Senior Equipment Operator
Senior Fire Equipment Mechanic
Senior Storeskeeper
Senior WWTP Operator
Storeskeeper
Traffic Operations Technician
Traffic Painter Crew Leader
Tree Trimmer
Tree Trimmer Crew Leader
Water Distribution Operator I/II/III
Water Production Operator I/II
Water Services Equipment Operator I/II
WWC System Operator
WWTP Attendant
WWTP Operator
WWTP Operator - Relief
Welder/Fabricator